

Terms of Use for the services of FX City

•The following Terms of Use correspond to the services of online money transfers offered under the trade name FX City, carried out by a Polish company England.pl Sp. z o.o. - an Authorised Payment Institution. The following Terms of Use state the lawful framework of contract between yourself and England.pl. We recommend that you print or download the Terms of Use and keep a copy for reference. The latest updated version of Terms of Use will always be available on our website www.fxcity.com.

Definitions.

•The meaning of terminology used in the Terms of Use:

•England.pl Sp. z o.o. - limited company England.pl Sp. z o.o. complying with company laws in Poland. The headquarters are based at ul. Marszałka Józefa Piłsudskiego 45, 75-502 Koszalin, Poland. The company has a status of a National Payment Institution. Registered at the Regional Court in Koszalin, IX Department of Court Register (KRS) – no. 0000362067; REGON 320877907; NIP 6692501424, authorised by the Polish Financial Supervision Authority (IP4/2013). The nominal capital of the company is 600 000 PLN, paid in full.

•England.pl Limited - limited company England.pl Limited complying with company laws in England and Wales. The Registered office address is Quantum House, 6 Shottery Brook Office Park, Timothy's Bridge Road, Stratford-upon-Avon, Warwickshire, CV37 9NR, United Kingdom. Registered at Companies House – Number 06776982. Registered at HMRC as a Money Service Business – no. 12255373 and regulated by the Financial Conduct Authority (FCA) under the Payment Service Regulations 2009 for the provision of payment services. FCA registration number 524126.

•FX City – brand name used by England.pl Sp. z o.o.

•Earthport PLC – company Earthport PLC, which pursuant to the cooperation agreement, allows England.pl Sp. z o.o. access to the British account used to provide its money transfer service. Earthport PLC is a company incorporated under the laws of England and Wales, with registered address: 140 Aldersgate Street, London, EC1A 4HY England. The company is registered with Companies House, number 03428888 and has an FCA license no. 537580.

•Callcredit - Callcredit Information Group Limited established under the laws of England and Wales, with registered address: One Park Lane, Leeds, West Yorkshire, LS3 1EP, England. The company is registered with Companies House, number: 04968328 and is regulated by the British Financial Conduct Authority (FCA) license number: 737740.

•FCA - British Financial Conduct Authority located at 25 The North Colonnade, Canary Wharf, London E14 5HS. For more information on the FCA, go to www.fca.org.uk

•Financial Ombudsman Service - British independent expert in looking into individual complaints which consumers and financial businesses haven't been able to resolve themselves. For more information on this subject go to their website [Financial Ombudsman Service](http://www.financialombudsman.org.uk) or write to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

•KNF – Komisja Nadzoru Finansowego, meaning the Polish Financial Supervision Authority. Address: Plac Powstańców Warszawy 1, 00-030 Warszawa; www.knf.gov.pl

•Polish Financial Ombudsman Service – Financial Ombudsman Service, Al. Jerozolimskie 87, 02-001 Warszawa; www.rf.gov.pl

•Service - service of money transfers between Poland and other European Union countries, EFTA as well as the Ukraine, and between all of those countries and Poland.

•Available Currencies - all currencies available through the FX City service, in which Clients can request payments.

•FX City transaction system - FX City transaction system, operated through www.fxcity.eu, through which the money transfer service is offered.

•Client - individual/single entity, or legal entity, registered with the service of FX City through an online registration form or via telephone, with the aim of using the Service; the individual or company having received a Unique Client Number.

•Client Portal – individual transaction and administrative portal created by the Client on FX City's servers, aiding the Client in completing transactions, checking transaction history and managing personal data. Portal is accessed using Safety Information.

•Client Number – unique six digit number given to each registered Client. The Client Number should be used in all Client communications with FX City.

- Payment Instruction - a transfer/payment instruction or order given through the Client Portal, ordering a transfer to a bank account of the recipient of monies earlier deposited in the company bank account of England.pl Sp. z o.o. The instruction/order includes details about the sender, the amount of money being sent, and the recipient whose account will be credited. The payment instruction always involves the exchange of currency.
- Recipient - individual or company with a bank account in one of the countries listed above, and in a currency available through the FX City transaction system.
- Recipient's Account – bank account in a currency available through the FX City transaction system, operated by the Recipient's bank.
- Transaction limits – daily and monthly limits of transactions made in the Client Panel.
- International transaction - payment service based on FX City's acceptance of monetary funds (via internet banking) into a bank account selected by the Client, in a currency available through FX City transaction system. The transfer of said funds must be to a recipient based in a country different to that of the payer (transaction sender). An international transaction always involved the exchange of currency.
- Transaction Number – unique number given to each transaction at the time of making a payment instruction.
- Safety Information - customer's e-mail address and a password chosen by the customer during the registration process with England.pl.
- Rate of currency exchange – Rate of currency exchange published on the website www.fxcity.com available through the FX City transaction system. The rates are also visible in the Client Portal after logging into FX City system.
- Transaction currency rate - the currency rate at which the Client has approved the transaction.
- Required documents - copies of documents confirming the identity of the Client and a document confirming the Client's address of residence, produced no later than 3 months from the date of sending the documents. In the case of Company Clients, this also means documents confirming the existence of the enterprise and invoices. In certain, justified circumstances, copies of documents confirming the source of the funds may also be requested.
- Working Day – this includes Monday to Friday, from 09:00 - 18:00 Polish time, excluding any Bank Holidays and any additional days off work in Poland and any other countries from which the international payment is initiated.
- Bank Account – refers to designated client bank accounts, held directly by England.pl Sp. z o.o. or held by England.pl Sp. z o.o. Through a British financial institution Earthport Plc, details of which will be supplied upon Client registration. The Client shall make payments into this account in the chosen currency, if he/she intends on using the service bound by these Terms and Conditions. The Client's money will be held by England.pl Sp. z o.o. until the payment is made in accordance with the Payment Instruction made by the Client.

§ 1 General Information

1. The following Terms of Use correspond to the services of online money transfers offered under the trade name FX
2. The service is provided by England.pl Sp. z o.o. only in the currencies available through FX City.
3. Where these terms and conditions refer to England.pl, the relevant terms and conditions refer to England.pl Sp. z o.o., which is the owner of the FX City service.
4. Where these terms and conditions refer to FX City, the relevant terms and conditions refer to the transaction service of FX City.
5. FX City offers the services of transferring money through the FX City system - only to bank accounts belonging to the named beneficiary specified by the sender, in currencies offered by FX City.
6. FX City does not carry out transfers that allow cash to be picked up at specified locations.
7. FX City does not accept cash payments into any of its bank accounts nor does it make available any cash payments from any of its bank accounts. FX City has a strict no cash policy.

§ 2 Registration

1. The process of registration at FX City requires stating the following: complete personal details of the Client; details of the source of funds and the amount of money the Client is planning on sending. Such information is required to minimize the risk of money laundering and terrorism financing (AML/CFT).

- 2. England.pl pays much attention to matters regarding AML/CFT, which is why we reserve the right to verify Client's details supplied during the registration process, alongside the documents provided by the Client as well as external databases, such as Callcredit Information Group, in order to verify the basic Client data. By agreeing to these terms and conditions, the Client also agrees to such verification taking place. External credit agencies may hold these reports for record purposes.
- 3. England.pl cannot be held responsible for the accuracy of the personal details given by the Client during the registration with FX City as well as for any losses or damages the Client incurs due to inaccurate or incomplete details provided (this is the Client's responsibility).
- 4. The Client is obliged to immediately inform FX City as soon as they find out that any of the details given during the registration process are incorrect.
- 5. After completing the Registration process, the Client will receive a Unique Client Number.
- 6. As part of the registration process, the Client will have to accept our Terms of Use and Privacy Policy.
- 7. Service users must be of 18 years of age. By registering with our service, you declare that you are 18 years old or older. In unique circumstances, a registration is possible for persons of 16 years of age, with parental consent.
- 8 All of the information provided by the Client during the registration process or any information added at any later stage must be truthful and accurate.
- 9. During the registration process, the Client must indicate whether they are using our service for private or commercial reasons. If the service is used for commercial reasons, additional documents which confirm the registration of an enterprise will be required.
- 10. The Client's responsibility is to ensure that all registration data is accurate and up to date. England.pl cannot be held responsible for any damages or losses incurred by the Client due to the Client's negligence in this area. We reserve the right to ask the Client, at any given time, for proof of the authenticity of the information stated in the registration form, as well as the submission of documents and other proof.

§ 3 Possible Methods for international payments

- The only method of transferring funds offered under the FX City services is a bank transfer to one of England.pl's bank accounts. Once logged into the FX City system, please follow 'Bank Accounts', selecting the preferred bank account to view the bank account number. The transfer has to be done from the Client's own bank account to one of England's listed bank accounts.

§ 4 Transfer to a bank account

- 1. Only Clients who have completed the full registration process with FX City are given access to bank account numbers, where funds can be transferred into, with the aim of transferring money to Poland or any other countries listed in our services. Bank account details are visible in the Client Portal after logging into the system.
- 2. Clients making a transfer from Poland to the country of their choice, can only transfer Polish Zlotys PLN to one of our Bank Accounts in Poland. We do not accept cash payments, only transfers made from the Client's bank account or payments made using a debit card.
- 3. Clients making a transfer to Poland from one of the countries served by FX City, shall transfer funds to one of our accounts in the country from which the funds are being sent from, using the correct currency available in the selected bank account. Details are available in the Client Panel.
- 4. After the correct Payment Instruction has been created on the FX City website, the Client receives an exchange rate offer. The client then accepts or dismisses the offer to carry out the transaction at a fixed rate. Live rates are taken directly from the currency platform every single working day.
- 5. Before accepting the currency exchange offer, the Client is informed about fees related to the execution of the ordered payment (see §10 Fees and commissions).
- 6. After the Client accepts the currency exchange offer, the Payment Instruction submitted through the FX City website is considered to have been submitted successfully. The Client is required to provide funds within 24 business hours from the moment of accepting the currency exchange offer and submitting the Payment Instruction.
- 7. The Client transfers an amount in accordance with the Payment Instruction to one of FX City accounts. The payment is moved onto the final stage only once the funds have been credited to our account.

•8. Transfers to our accounts may only come from bank accounts registered with us by Clients. We do not accept transactions from third parties who have not registered in our transaction system.

§ 5 Transfer Notification (Payment Instruction)

•Each Client has a responsibility to notify FX City of the fund transfer to one of England.pl's bank accounts as well as a responsibility to make a Payment Instruction, which states the recipients' details, including the account where the international transfer is to be sent. The sender of the transfer has to give us specific details that are essential to make the international transfer – full name of the recipient, their address, exact amount that has been transferred into England.pl's account as well as the recipient's bank account details. After the confirmation of the above details, we will check their accuracy and will only then go on to make the transfer.

§ 6 Money transfer limits

- 1. We do not accept cash payments into any of our bank accounts.
- 2. If the sender wants to transfer a one-off amount that exceeds the equivalent of 1000 EUR or if they send a few smaller transfers, the sum of which exceeds the equivalent of 1000 EUR, they must send us a copy of required verification documents before they make the transfer.
- 3. England.pl is not responsible for any delays caused due to lack of required documents.
- 4. If the sender would like to transfer an amount that exceeds 10,000 EUR as a one-off payment or during a period of three months, then they are required to provide a copy of documents confirming the source of these funds. In justified cases, we reserve the right to ask for those documents even when smaller amounts are sent.
- 5. Payments can only be made via an online transfer from the registered Client's bank account.
- 6. The amount for a one-off transfer (sent to England.pl using online banking) cannot be higher than 50 000 EUR for transfers to Poland or 250 000 PLN for transfers from Poland. However, in certain circumstances, we will accept larger transfers, only once all conditions have been discussed with one of our operators.

§ 7 Realisation time

- 1. The international transfer is made straight away as soon as we record a payment to one of our accounts, followed by a correct Payment Instruction. The money will arrive in the recipients' account as soon as possible, and no later than the next working day. In practice, England.pl carries out transfers within a few minutes up to a few working hours, every working day, depending on the recipient's bank.
- 2. If the Payment Instruction is made after 17:00 (Polish time) or if we receive it on a day that is not a working day, then the Payment Instruction is treated as if it had been submitted the next working day.
- 3. After the Payment Instruction has been submitted, the Client should provide funds to complete the transaction within 24 hours at the latest. If funds are not received during this time, the Payment Instruction will be automatically canceled. The time in which the Client provides the funds depends on the Client as well as the Client's bank, and this has an effect on the speed in which the transaction is carried out.

§ 8 Transfers put on hold

- England.pl has the right to put a transfer on hold if:
 - 1. There is evidence to believe that money laundering or terrorism financing is taking place,
 - 2. There is evidence to believe that another crime is taking place,
 - 3. The Client has not provided us with required documents,
 - 4. The Client did not update their documents (as per our request),
 - 5. The Client has submitted unreadable, unclear, incomplete or not up to date documents,
 - 6. The Client has not sent a correct Payment Instruction,
 - 7. If there is a discrepancy between the amount stated in the Payment Instruction and the amount actually transferred into one of England.pl's accounts,
 - 8. There is reason to believe that the Client is acting with intent to harm third parties or that their actions may harm England.pl's reputation.

§ 9 Fees and commissions

- 1. All international transfers ordered through the FX City system are charged with fees depending on the size of the transaction and additionally dependent on the country of the sender and recipient, and the sender's currency. The detailed amount of fees is visible in the client's panel eg in the calculator.
- 2. The Client is informed about the payment at the stage of creating a Payment Instruction, and before accepting the proposed exchange offer. The amount visible in the Payment Instruction, which must be paid in order to make the transfer, takes into account the above fees.
- 3. Fees are taken from the incoming payment amount. The payment amount minus the fee is then converted and sent to the recipient.

§ 10 Currency Exchange Rate

- 1. Clients are constantly updated on the current exchange rate. The rate is published on the home page of www.fxcity.com oraz www.fxcity.pl, as well as in the Client Portal, after logging in. The Client should check the rate before they make a transfer and fill out a Payment Instruction.
- 2. The currency exchange rate has four decimal places. The published current rate is known as the live rate.
- 3. We are able to offer the best exchange rate during working hours of most European currency platforms, ie. between 8:00 am and 6:00 pm Polish time.
- 4. The funds transferred by the Client are calculated using the exchange rate which was in force at the time the Payment Instruction was created, and when the Client accepted the exchange rate offer.
- 5. By sending funds, the Client confirms that they wish to proceed with the transaction using the currency rate reserved at the time of placing the Payment Instruction.
- 6. Once the money is received in our bank account, the currency rate is reserved for the Client, and will not change even if the transfer is put on hold due to incomplete information or lack of required documents, or even if the transfer cannot be made that day because money was received on a non-working day.

§ 11 Using our services

- 1. A Client who has made a transfer to one of England.pl's bank accounts and has filled out a Payment Instruction form gives England.pl permission to transfer the money from one of the countries listed to Poland or from Poland to one of the countries listed (international payment).
- 2. International transfers are made by converting the funds from the currency of the sender, to the currency used in the recipients country, using the exchange rate reserved when placing the Payment Instruction.
- 3. The Client cannot change or cancel the Payment Instruction submitted to FX City once the funds have been received, as once the Payment Instruction is placed and rate offer is accepted, the process of sending the money to the recipient has begun, and therefore England.pl cannot return the funds to the sender's account. In certain circumstances, England.pl may attempt to cancel the Transaction as per the Client's request, only if the funds have not yet been sent to the recipient's account.
- 4. Incoming and outgoing payments are always recorded in FX City's transaction system used specifically for our services.
- 5. Each transaction has a unique transaction number, which is stated in the transaction history, found in the Client Panel.
- 6. Once the Client completes a Payment Instruction, he will receive an e-mail receipt confirmation. The status of the transaction can also be viewed under 'Transaction History' in the Client Portal.
- 7. After the transfer has been made, the Client will be informed via e-mail and the status of the transaction under 'Transaction History' in the Client Portal will change to completed.
- 8. The Client confirms that they do not transfer or have not received any funds from criminal or unlawful activity.

§ 12 Return of funds

- 1. In circumstances where the Client requests a return of funds sent to one of our accounts, or in cases where we are forced to return the funds because the Client has given incorrect details of the recipient (e.g. wrong bank account number), England.pl will return the funds, as per the Client's request, to the sender's bank

account, only if the funds have not yet been sent to the recipient's account.
All returns will be liable for additional return fees:

- 3,00 GBP for returns to UK accounts
 - 3,00 EUR for returns to Euro accounts
 - 15,00 PLN for returns to Polish accounts in PLN,
 - 30,00 NOK for returns to Norwegian accounts,
 - 75,00 Czk for returns to Czech accounts.
- 2. In circumstances where a return has to be made through no fault of the Client, England.pl may waive the return fees taken from the return funds.

§ 13 Limited liability

- 1. England.pl cannot be held responsible for any losses a Client may incur due to a transfer being made as per the Payment Instruction through the FX City transaction system.
- 2. England.pl cannot be held responsible for any harm or losses incurred due to any delays caused by a third party, i.e. Polish or other international banks, power cuts or lack of Internet connection which make it impossible for England.pl to carry out the service in the time period previously specified.
- 3. England.pl cannot be held responsible for any misunderstandings or conflicts that may arise between the sender and recipient of the international transfer.
- 4. England.pl is not obliged to carry out the service under special circumstances which England.pl has no control over, and which make it impossible to provide the service.
- 5. The Client accepts full responsibility for any actions that occur due to the Client's negligence of required safety measures with regards to giving access to own Client Panel on FX City's website, own bank account, or safety information to unauthorised parties.
- 6. England.pl accepts no responsibility to the Client for any losses that may be incurred, or any gains or potential benefits missed out on.
- 7. These Terms and Conditions, or general Terms of Use, do not make England.pl responsible to any entity or party other than the Client, and cannot be used for legal action against England.pl by any party other than the Client him/herself.
- 8. It is forbidden to make transfers from a bank account that is not the Client's own bank account. Any attempt to do so would be taken very seriously and any attempt to use a payment instrument that is not owned by the Client will be treated as fraud.
- 9. Using of England.pl's bank accounts for any unlawful activities such as fraud or money laundering is strictly forbidden. England.pl will inform appropriate government bodies of any suspicious activity. The service users must not abuse or avoid user restrictions set out by England.pl for the services provided.
- 10. It is the Client's responsibility (and not England.pl's) to ensure that they are sending or receiving funds from individuals or companies, or are selling or buying goods, in accordance with the law. If the Client doubts in any way the legitimacy of goods received or bought, they should not, under any circumstances, make a payment.

§ 14 Client Contact

- 1. FX City customer support team may contact the Client via e-mail or any other means with regards to providing a service. The most common means of contacting the Client is by sending the Client a direct message in their Client Portal, alongside an e-mail notification. The Client has a responsibility to regularly check that their email account and other ways of communication stated in the registration form are functioning well, and to immediately read any information sent via the Portal. We cannot be held responsible for any losses incurred due to the Client's negligence in this matter.
- 2. We ask that the Client number is stated every time a Client tries to contact FX City. During a telephone call, in order to verify the caller, we may ask the Client to answer additional questions or to provide us with their telephone access password, which would have been set up during the registration process.
- 3. England.pl holds the right to send text messages or emails with any information regarding any changes to the transaction system, changes in the Terms and Conditions or Privacy Policy, technical breaks or any other important matters regarding the service provided. Such information will not constitute marketing materials.

•4. FX City Clients may receive a newsletter electronically, which will inform the Client of any new functions, events, promotions, special offers or competitions. The newsletter will only be sent to those Clients, who have explicitly given their permission to receive marketing news from England.pl. The Client can choose to stop receiving these types of communications at any time, simply by requesting this change in their Client Portal. Any newsletters sent out via e-mail will also give the Client the ability to opt out from receiving any future newsletters.

•5. The Client may contact FX City's customer support team at any time by sending a message to our Customer Services department. Current contact details are published at website www.fxcity.pl/contact.html . A preferred method of contact is by sending the operator a direct message via the Client Portal, once logged in.

§ 15 Complaints Procedure

- 1. All complaints should be sent to England.pl Sp. z o.o. in accordance with the Complaints Procedure, found under at www.fxcity.com and www.fxcity.pl . A complaint can be sent directly to England.pl Sp. Z o.o. address or by logging into the Client Portal at FX City.
- 2. If England.pl accepts their commitment to the Client, this will, in all circumstances, be limited to the amount specified in the Payment Instruction in the FX City system and corresponding with the actual receipt into England.pl's account.
- 3. The right to request compensation for a service provided incorrectly is given to the Client only if they immediately inform FX City of their wrongdoing, no later than 13 months after the service had been provided.

§ 16 Client's personal data

- 1. Processing of personal data will be done in line with the Privacy Policy, which is enclosed on our website www.fxcity.com and www.fxcity.pl and in the Clients Portal. By accepting the Terms of Use, the customer also accepts the terms of our Privacy Policy.
- 2. England.pl collects, processes and stores Client's personal data (in order to carry out its services) in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016, relating to the protection of physical persons and personal data processing, as well as the fluid movement of such data, and the repeal of the directive 95/46/WE (general directive on protection of data).

§ 17 Discontinuation of service provision

- 1. The customer has the right to deactivate their Client Portal and discontinue to use the services provided by FX City at any time.
- 2. The Deactivation of the Client Portal does not mean that any data held about the Client is deleted. The data, along with transaction history, shall be stored by us for a minimum period of five years from the moment the provision of service is discontinued, in accordance with appropriate laws.
- 3. England.pl has the right to put on hold or close a Client Portal without prior notice in the following circumstances:
 - Any of the above Terms of Use or any other terms with regards to the service provided have been breached by the Client,
 - Violation of the law or evidence to suspect violation of the law or any terms and regulations relating to the use of the service by the Client,
 - There is enough evidence to suspect that the Client is involved in some criminal or unlawful activity, money laundering or financing of terrorism,
 - The customer has not submitted required documents or refuses to update documents already held.
 - The Client has continuously reserved a live currency rate using the FX City transaction platform, without providing the appropriate funds required with the 24 hour period.

§ 18 Final remarks

- 1. In case where the service cannot be provided by England.pl, the Client is not eligible for compensation under the Financial Services Compensation Scheme (FSCS) or the Polish Bank Guarantee Fund, because services provided by FX City are not bank services under the government guarantee. However, Client's funds are protected under the safeguarding of designated client accounts.

- 2. The customer accepts the Terms and Conditions when he or she submits a Payment Instruction using the FX City service.
- 3. England.pl has the right to change the Terms and Conditions at any time, taking into account the 60-day period to announce the changes, especially when changes could negatively impact the Client. All other changes can be made immediately, and the Client shall be informed within 30 days.
- 4. England.pl will inform all users about any proposed changes to the Terms and Conditions via e-mail, sent to the e-mail address given during Client's registration.
- 5. The proposed changes will come into force 60 days after the initial proposal is sent out to users, as long as we have not received a notification from the Client, that he or she refuses to accept the proposed terms of use before they come into force. Changes, which make the Terms and Conditions more beneficial to the Client will be put in place immediately.
- 6. If the Client notifies us that he or she does not accept the changes, these will not be obligatory but this will automatically mean that the Client will no longer receive FX City's services, the binding contract shall cease to exist and the Client Portal shall be deactivated.
- 7. No other person apart from the Client him/herself will have any rights resulting from the Terms of Use.
- 8. The Client Portal at FX City is the Client's personal account and the Client does not have the right to transfer any rights resulting from the Terms of Use to other third parties.
- 9. Complaints which are not resolved using the normal complaints procedure, shall be settled by mutual agreement, and as a last resort, if the matter still cannot be resolved, it will be referred to the relevant courts.
- 10. England.pl Sp. Z o.o. Is a National Payment Institution operating in line with the provisions of the Act published on 19th August 2011, regarding payment services. It has relevant procedures to comply with requirements stated in said Act.