

## Terms and Conditions Ekantor.pl

These Ekantor.pl Terms and Conditions (hereinafter referred to as the Terms and Conditions) set out the rules for the operation and use of the Ekantor.pl Website by Users from 20 January 2024.

### 1. GENERAL INFORMATION

- 1.1. Ekantor.pl provides services electronically in accordance with these Terms and Conditions.
- 1.2. The Terms and Conditions define the type, scope and manner of providing services, rights and obligations and the scope of liability of the Ekantor.pl Website, as well as define the rights and obligations of the Website User Ekantor.pl.
- 1.3. Before completing the registration process, the User is obliged to read the content of the Terms and Conditions. The use of the Website is Ekantor.pl possible only after submitting a declaration of intent regarding the acceptance of the Terms and Conditions. It is not possible to use the Website anonymously Ekantor.pl.
- 1.4. The Terms and Conditions are made available to the User free of charge before concluding the contract for the provision of services by electronic means, via the Website Ekantor.pl in a form that allows them to be obtained, reproduced and recorded by means of the ICT system used by the User. The Terms and Conditions may be saved or printed by the User at any time.
- 1.5. The use of the Ekantor.pl Website is free of charge, except for the costs specified in point 10.
- 1.6. The name of the Website Ekantor.pl, logo, its graphic design and technological solutions, as well as all rights related to them are subject to legal protection.
- 1.7. Ekantor provides the User with access to up-to-date information:
  - 1.7.1. Information on specific risks related to the use of the service provided electronically and on the function and purpose of the software or data that are not part of the content of the service, entered by Ekantor into the ICT system used by the User,
  - 1.7.2. Privacy Policy,
  - 1.7.3. Cookie Policy.

### 2. DEFINITIONS

- 2.1. Ekantor.pl – Ekantor limited liability company with its registered office in Warsaw (Aleje Jerozolimskie 162A; 02-342 Warsaw) entered into the register of entrepreneurs of the National Court Register kept by the District Court in Zielona Góra, VIII Commercial Division of the National Court Register under KRS 0000648866, NIP 9731017586, REGON 081215855, e-mail: kontakt@ekantor.pl
- 2.2. Website Ekantor.pl – a website run by Ekantor spółka z ograniczoną odpowiedzialnością available at [www.ekantor.pl](http://www.ekantor.pl), enabling the use of the services specified in point 6.
- 2.3. User – a natural person with full legal capacity, a legal person, or an organizational unit without legal personality, which is granted legal capacity by law, who has accepted the Terms and Conditions and made full Registration on the Ekantor.pl Website, as a result of which a User Account was created for him.

2.4. Terms and Conditions - this document specifying the rules of using the Website Ekantor.pl, the rights and obligations of the parties, the method of registration.

2.5. User Account – access to a part of the Website Ekantor.pl, via the Client Panel, possible after providing a login/e-mail address and password, enabling the use of currency exchange services and management of the User's data.

2.6. User's e-mail address/login - an e-mail account provided by the User during the Registration process, which is also their login. The e-mail address/login must not be words generally considered offensive or infringing personal rights of third parties.

2.7. Password – a combination of at least 8 characters, specified by the User in the Registration process, used to confirm the User's identity when logging in to the User Account on the Website Ekantor.pl

2.8. Client Panel - a part of the Ekantor.pl Website, available to the User after logging in, enabling the use of the services of the Website Ekantor.pl

2.9. Registration - the process of creating a User Account on the Website Ekantor.pl.

2.10. Working day – a day of the week from Monday to Friday, excluding public holidays within the meaning of the provisions of the Act of 18 January 1951 on non-working days (Journal of Laws of 1951 No. 4, item 28, as amended).

2.11. Beneficial owner:

2.11.1. the natural person or natural persons who own or control the legal entity or have influence over the natural person on whose behalf the transaction or business is carried out;

2.11.2. a natural person or natural persons who are shareholders or have voting rights at the shareholders' meeting in the amount of more than 25% in that legal person, including by means of bearer shareholdings, except for companies whose securities are in organized trading, subject to or applying the provisions of European Union law on disclosure, as well as entities providing financial services in the territory of a Member State of the Union European Union or an equivalent country in the case of legal persons;

2.11.3. a natural person or natural persons who exercise control over at least 25% of assets – in the case of entities entrusted with the administration of assets and distribution of such assets, with the exception of entities performing activities referred to in Article 69(2)(4) of the Act of 29 July 2005 on Trading in Financial Instruments.

2.12. Transaction – means placing an order or an order to buy/sell currency on the Ekantor.pl Website, and to execute an order to transfer the value due for the sale or purchase of currency to the User's Account.

2.13. Politically Exposed Persons – these are natural persons:

2.13.1. Heads of State, Heads of Government, Ministers, Deputy Ministers or Deputies of Ministers, Members of Parliament, Judges of Supreme Courts, Constitutional Courts and other judicial bodies whose decisions are not subject to appeal, except in extraordinary cases, Members of Courts of Auditors, Members of the Boards of Directors of Central Banks, Ambassadors, Chargé d'Affaires and Senior Officers of the Armed Forces, Members of the Management or Supervisory Bodies of Undertakings state authorities - who perform or have performed these public functions within one year from the date of ceasing to meet the conditions set out in these regulations,

2.13.2. spouses of persons referred to in point 2.13.1 or persons cohabiting with them, parents and children of persons referred to in point 2.13.1., spouses of these parents and children or persons cohabiting with them,

2.13.3. who are or have been in close professional or business cooperation with the persons referred to in clause 2.13.1 or are co-owners of legal entities, as well as the only persons entitled to the assets of legal entities, if they have been established for the benefit of these persons - residing outside the territory of the Republic of Poland.

2.14. Transaction – made in one's own name, on one's own account:

2.14.1. non-cash deposits and withdrawals.

2.14.2. buying and selling foreign exchange values.

2.15. Forward Transaction – a currency transaction service provided by Ekantor.pl to the User to hedge the User's currency risk

2.16. Property values - means of payment.

2.17. Account – a bank account, an account maintained in a financial institution, an account maintained in a credit institution, an account in a cooperative savings and credit union, a payment account maintained by another authorized entity, a securities account and an omnibus account and a cash account used for their service within the meaning of the Act of 29 July 2005 on Trading in Financial Instruments.

2.18. Suspension of transactions – temporary restriction of the disposal and use of assets, consisting in preventing the execution of a specific transaction by Ekantor.pl

2.19. Working time – the time of execution of the Transaction by Ekantor including business days from 09:00 to 16:00.

2.20. The Act on Counteracting Money Laundering – the Act of 1 March 2018 on Counteracting Money Laundering and Terrorist Financing (consolidated text. Journal of Laws 2021, item 1907, as amended).

2.21. Personal Data Protection Act – the Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2018, item 1000).

2.22. Foreign Exchange Law – Act of 27 July 2002. Foreign Exchange Law (consolidated text. Journal of Laws 2022, item 309).

2.23. Regulation (EC) No 1781/2006 – Regulation (EC) No 1781/2006 of the European Parliament and of the Council of 15 November 2006 on information on payers accompanying transfers of funds (OJ L 2006, p. EU L 345 of 08.12.2006).

2.24. GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

### 3. TECHNICAL REQUIREMENTS

3.1 The use of the Ekantor.pl Website requires the User to meet the following requirements regarding computer hardware and software:

- 3.1.1. a personal computer or a mobile device with access to the Internet,
  - 3.1.2. Windows, Mac OS, Linux or Android operating system, with a standard web browser installed, supporting encrypted SSL connections, Java Script applications and cookies.
- 3.2. Ekantor ensures the operation of the ICT system it uses, enabling the User free of charge:
- 3.2.1. if required by a service property:
    - 3.2.1.1. the use by the User of a service provided by electronic means in a way that prevents unauthorized access to the content of the transmission comprising this service, in particular with the use of cryptographic techniques appropriate to the characteristics of the service provided, Art. 4 Conclusion of the Agreement and registration of the User,
    - 3.2.1.2. unambiguous identification of the parties to the service provided by electronic means and confirmation of the fact of making declarations of intent and their content, necessary to conclude the contract for the provision of this service by electronic means, in particular with the use of a qualified electronic signature,
  - 3.2.2. terminate, at any time, the use of the service provided by electronic means.

#### 4. USER REGISTRATION

- 4.1. The Agreement on the provision of electronic services is concluded after the User has fully registered and the User has accepted the Terms and Conditions.
- 4.2. Registration consists of:
- 4.2.1. creating a User Account by providing the E-mail Address and Password and accepting the Terms and Conditions, and then confirming the E-mail Address using the activation link sent,
  - 4.2.2. filling in the required data in the Client Panel after correct login.
- 4.3. The User is prohibited from posting Ekantor.pl illegal content on the Website. If it is found that the User violates the prohibition resulting from this section, the Ekantor.pl has the right to refuse the User's registration, suspend the execution of the Transaction and remove the content posted by the User.
- 4.4. The User declares that the data provided by him during registration are true and complete. The User shall be solely liable in the event of inability to execute the transaction or its incorrectness and for any damage caused by the provision of incomplete or false data by the User.
- 4.5. The User is obliged to immediately inform Ekantor.pl of any change in the data provided during the User Registration, no later than by the time of the first Transaction after the change of data, under pain of considering that the Transaction has been executed incorrectly, or Suspension of the Transaction or Refusal to perform it - depending on the type of data that has changed.

#### 5. USER IDENTIFICATION AND VERIFICATION

- 5.1. Ekantor.pl is obliged to apply financial security measures to the Users consisting of:

5.1.1. identification of the User and verification of his/her identity on the basis of publicly available documents or information,

5.1.2. taking steps, with due diligence, to identify the Beneficial Beneficiary and using appropriate means of verifying their identity in order for Ekantor to obtain data on the identity of the Beneficial Owner, including determining the ownership structure and dependencies of the User;

5.2. The User undertakes to provide Ekantor with information regarding the purpose and intended nature of the business relationship in the event that it is necessary due to the obligation of Ekantor to apply financial security measures.

5.3. Ekantor has the right to monitor the business relationship with the User on an ongoing basis, including the examination of the transactions carried out in order to ensure that the transactions carried out are consistent with the knowledge of the User and the profile of the User's business and the risk, and has the right to investigate the source of the assets and to update the documents and information held on an ongoing basis.

5.4. If Ekantor is unable to perform the obligations referred to in clauses 5.1 - 5.3., it does not carry out the Transaction, does not sign an agreement with the User or terminates previously concluded agreements.

5.5. The identification referred to in point 5.1.1 includes:

5.5.1. in the case of natural persons and their representatives – determining and recording the features of a document stating the identity of a person on the basis of separate regulations, as well as the name, surname, citizenship and address of the person making the Transaction, as well as the PESEL number or date of birth in the case of a person who does not have a PESEL number, or the number of the document confirming the identity of a foreigner, or the country code in the case of presenting a passport,

5.5.2. in the case of legal persons – recording current data from an extract from the court register or other document indicating the name (company), organizational form of the legal person, registered office and its address, tax identification number, as well as the name, surname and PESEL number or date of birth in the case of a person without a PESEL number, a person representing this legal person,

5.5.3. in the case of organizational units without legal personality - recording current data from the document indicating the name, organizational form, registered office and its address, tax identification number, as well as the name, surname and PESEL number or date of birth in the case of a person without a PESEL number, a person representing this unit.

5.6. The identification referred to in clause 5.1.1 also applies to the parties to the Transaction who are not Users and includes determining and recording their name (company) or name and address to the extent that Ekantor can determine these data with due diligence.

5.7. The identification referred to in clause 5.1.2 includes determining and recording the name, surname and address and, additionally, other identification data referred to in clause 5.5.1., to the extent that Ekantor can determine them.

5.8. The verification referred to in clauses 5.1.1 and 5.1.2 consists in checking and confirming the data referred to in 5.5.1 – 5.5.3 and takes place before the Transaction with the User is carried out.

5.9. For the purpose of identifying the User, Ekantor has the right to request from the User:

5.9.1. additional documents or information enabling the identification of the User;

5.9.2. additional verification of the authenticity of the documents submitted or certification of their compliance with the original by a notary, government body, local government body or financial services provider.

5.10. Politically exposed persons are obliged to inform Ekantor about this by submitting an appropriate statement, under pain of criminal liability for providing data inconsistent with the facts.

## 6. TYPES AND SCOPE OF SERVICES

6.1. The following services may be provided to the User as part of the Ekantor.pl Website:

6.1.1. registration, identification and verification of the User,

6.1.2. currency exchange by electronic means,

6.1.3. issuing receipts of purchase and sale of currencies.

6.1.4. Forward transaction

6.2. Ekantor may conduct marketing activities on the Ekantor.pl Website in the form of sending out a newsletter.

6.3. The Ekantor.pl Website provides additional services to Internet users and the User, consisting in the possibility of viewing and using selected content of the Website Ekantor.pl and providing a form for registration and logging in.

## 7. TRADING

7.1. The condition for the execution of the Transaction is the completion of the Registration in accordance with point 4 of the Regulations and the positive completion of the identification and verification procedure carried out by Ekantor, in accordance with point 5 of the Regulations. The User is obliged to make Transactions using the Bank Account belonging to the User.

7.2. Ekantor provides the service of exchanging only those currencies that are specified on the electronic exchange rate board on the Ekantor.pl Website.

7.3. The User orders and Ekantor accepts currency exchange only via the Ekantor.pl Website.

7.4. Transactions are accepted for execution 7 days a week, throughout the day. The Transaction takes place only during the Working Hours of the Ekantor.pl Website. Ekantor is not responsible for delays caused by the working hours of financial institutions. The Time of Execution of a Transaction ordered for execution by the User outside the Working Time of the Website Ekantor.pl is counted from the first Business Day during the Working Hours of the Ekantor.pl Website, following the date of ordering the Transaction.

7.5. Before making the first Transaction, the User is obliged to define at least two Bank Accounts in the Client Panel along with the currency specified, and one of the Accounts must be a foreign currency account and the other a PLN account.

7.6. Placing an order consists of:

7.6.1. the User's selection of the Transaction amount and the currency of the Transaction,

7.6.2.a. selection of the Bank Account from which the Transfer will be made and the Bank Account to which the return transfer is to be made

7.6.2.b. use of funds to conclude transactions, available on the User's currency wallet and indication of the Bank Account to which the return transfer is to be made.

7.6.3. acceptance of the course by clicking the "Confirm" button.

7.7. Clicking the "Approve" button by the User is tantamount to accepting the offer by the User and concluding the agreement in the offer mode in accordance with the provisions of the Civil Code.

7.8. In the event of placing an order in accordance with clause 7.6.2.a., the User is obliged to make a transfer to the indicated Account belonging to Ekantor within 24 hours from the moment of placing the order. In the event of non-payment, Ekantor ceases to be bound by the order placed by the User and has the right to charge the User with the actual costs incurred by Ekantor as a result of placing the order.

7.9. The User is informed about the course and completion of the transaction by e-mails sent to the address provided during Registration.

#### **7a. FORWARD TRANSACTIONS**

7a.1. The condition for the execution of a forward transaction is the completion of the Registration in accordance with point 4 of the Regulations and the positive completion of the identification and verification procedure carried out by Ekantor, in accordance with point 5 of the Regulations, and the conclusion of an agreement with Ekantor.pl for the provision of forward currency transaction services hedging currency risk.

7a. 2. The User wishing to conclude a Forward Transaction must not have the status:

- a) an investment firm;
- b) a credit institution,
- c) an insurance or reinsurance undertaking,
- d) the UCITS or its management company;
- e) institutions for occupational retirement provision (IORPs);  
Alternative Investment Fund (AIF);
- f) the central securities depository.

7a.3. The execution of a Forward Transaction by Ekantor.pl requires prior determination by the User and Ekantor.pl of the following information:

- a) the direction of the Forward Transaction – buy/sell;
- b) the base and non-base currency;
- c) the amount of the Forward Transaction;

- d) the date of settlement;
- e) forward exchange rate;
- f) parties to the Forward Transaction;
- g) the amount of the margin.

7a.4. The forward transaction will be executed after prior conclusion with the User referred to in section 7a.2 of the framework agreement and after the parties agree on the terms of the forward transaction by way of a separate order (individual agreement) after the conclusion of the framework agreement.

7a.5. Detailed rules for concluding and executing Forward Transactions are included in the agreement for the provision of the service of currency transaction transaction hedging the User's currency risk, which Ekantor.pl concludes with the User who meets the requirements set out in this section of the Terms and Conditions. The provisions of this agreement, to the extent that they do not coincide with the Terms and Conditions, take precedence over the Terms and Conditions, in particular with regard to termination of the agreement and remuneration. To the extent not regulated in the framework agreement, the provisions of the Regulations shall apply.

## 8. EVIDENCE OF THE TRANSACTION

8.1. After the Transaction has been carried out, Ekantor is obliged to provide the User with a proof of purchase or sale of currencies.

8.2. Ekantor sends to the User's E-mail address and makes available in the Client Panel in PDF format a VAT invoice in electronic form, in accordance with the Act of 11 March 2004 on tax on goods and services (consolidated text: Journal of Laws of 2017, item 1221, as amended). The condition for receiving a VAT invoice in electronic form is the acceptance of the Terms and Conditions. To preview the documents specified in sentence 1, PDF programs such as Adobe Reader are used, which the User can install on their own.

8.3. VAT invoices may be delivered to the User in paper form at the User's request, after prior determination of the rules for the delivery of the documents in question.

## 9. TERMINATION OF THE AGREEMENT

9.1. The User has the option of terminating the agreement and withdrawing the funds transferred to the Ekantor Account by contacting the Ekantor Customer Service Office by phone at the number indicated on the Contact page of the Ekantor.pl Website.

9.2. Withdrawing funds in PLN is free of charge. Withdrawal of funds in a foreign currency takes place in the amount reduced by the amount of commission charged by the financial institution, and in special cases also other fees, in accordance with point 10 of the Regulations.

9.3. The User declares that due to the nature of the Transaction, he is aware that Ekantor will complete it in full before the expiry of the 14-day period, to which the User agrees. The User does not have the right to withdraw from the agreement concluded outside the business premises, specified in Article 27 of the Act of 30 May 2014 on consumer rights (consolidated text Journal of Laws of 2017, item 683).



9.4. Ekantor has the right to terminate the agreement with the User if the procedures indicated in the Anti-Money Laundering Act are initiated against the User.

9.5. If it is impossible to carry out a Transaction or a forward transaction due to reasons attributable to the User, in particular such as providing incomplete or false data, failure to provide relevant documents, Ekantor calls on the User to complete them within 24 hours. The Request is sent to the User's E-mail Address indicated during Registration. If the request is ineffective, Ekantor has the right to terminate the contract, of which it also informs the User to the User's E-mail Address. In such a case, Ekantor returns to the User the funds transferred to the Ekantor Account, less the costs actually incurred by Ekantor in connection with the Transaction. The User agrees to deduct the costs referred to in sentence 4 from the amount to be reimbursed. In this case, Ekantor will send an e-mail to the User's e-mail address with a detailed breakdown of the costs incurred.

9.6. The User has the right to delete the User Account by:

9.6.1. using the account deletion function available in the User Panel;

9.6.2. sending an order to delete the User Account from the e-mail address indicated during Registration to the address indicated in point 2.1.

9.7. In the event that Ekantor detects illegal activity of the User or suspects that such activity is being carried out, Ekantor has the right to Suspend the Transaction and notify the relevant judicial authorities thereof.

## 10. ADDITIONAL FEES

10.1. Ekantor charges a flat fee for making a transfer to the User's Account, provided that the User's Account is in a bank with which Ekantor does not have a bank account agreement. The amount of fees is indicated in Table C. Withdrawal times and costs for other banks available at <https://ekantor.pl/czas-i-koszty-transakcji/>

10.2. When making foreign currency transfers to the Ekantor Account, the User should perform the in the option in which the transfer maker – the User – covers all costs related to its execution.

10.3. In the event of failure by the User to comply with point 10.2. of the Terms and Conditions, Ekantor shall contact the User by e-mail or phone, proposing to supplement the missing amount corresponding to the amount of transfer costs charged by the financial institution or the execution of the Transaction or Forward Transaction in the amount paid by the User less the transfer costs charged by the financial institution. If the User does not select the options specified in sentence 1 within 24 hours, Ekantor is entitled to execute the Transaction in the second option.

10.4. The Ekantor has no influence on the fees that may be charged by the bank with which the User has an Account in connection with the execution of Transactions or Forward Transactions.

10.5. The Ekantor may charge additional fees:

10.5.1. in the case referred to in clause 7.8 – in the amount of real costs incurred by Ekantor as a result of failure to make the transfer on time;

10.5.2. in the case specified in point 8.3 – in the amount of PLN 5.

10.5.3. in the case of a withdrawal from the currency wallet to the User's account, provided that the User's Account is in a bank with which Ekantor does not have an account agreement. The amount of fees is indicated in Table C. Withdrawal times and costs for other banks available at <https://ekantor.pl/czas-i-koszty-transakcji/>

## 11. COMPLAINT PROCEDURE

11.1. The User has the right to file a complaint if the Transaction or Forward Transaction is carried out by Ekantor contrary to these Regulations or mandatory provisions of law, as well as in the event of non-execution of the Transaction or Forward Transaction by Ekantor.

11.2. In order to submit a complaint, the User is obliged to send a complaint in electronic form to the E-mail address indicated in point 2.1 or in writing to the address of the registered office of Ekantor indicated in point 2.1. The complaint must contain at least: the User's data, consistent with the data provided during Registration, the number of the Transaction or Forward Transaction, if assigned, a brief description of the irregularities found by the User, the content of the User's request. In the case of sending a complaint in writing, an additional requirement is the User's handwritten signature.

11.3. Ekantor shall consider the complaint within 14 days of its delivery to Ekantor. If it is necessary to supplement the complaint with the data necessary to consider the complaint, in particular those indicated in point 11.2. The ekantor may call the User to supplement the complaint. If the User fails to complete the complaint within the time limit indicated by Ekantor, the complaint shall not be considered, of which Ekantor shall inform the User.

11.4. Ekantor shall not be liable for non-performance or improper performance of obligations under the Terms and Conditions, provided that the non-performance or improper performance of obligations is caused by circumstances beyond the control of Ekantor despite exercising due diligence (force majeure). In the event of force majeure, the performance of the services will be suspended for a period equal to the period of force majeure.

## 12. PROTECTION OF PERSONAL DATA

12.1. Detailed rules regarding the protection of personal data are included in the Privacy Policy, which each User is obliged to read and which is an integral part of these Terms and Conditions

12.2. Ekantor processes personal data in accordance with the Act on the provision of electronic services, the Personal Data Protection Act and the GDPR.

12.3. By accepting the Terms and Conditions, the User agrees to the processing of personal data to the extent necessary for the User Registration and the provision of Services to the User to the extent specified in the Terms and Conditions. Failure to accept the Terms and Conditions makes it impossible to use the Website Ekantor.pl.

12.4. The User declares that the personal data provided by him is true.

12.5. In the event of a change in the User's personal data, the User is obliged to update them immediately. Section 4.5 shall apply mutatis mutandis.

## 13. FINAL PROVISIONS

13.1. The applicable law for matters regulated by these Terms and Conditions is the Polish law.

13.2. In matters not regulated by these Terms and Conditions, the provisions of law generally applicable on the date of the Transaction shall apply.

13.3. Any disputes related to the performance of these Terms and Conditions shall be resolved by Polish courts, in accordance with the provisions of the Code of Civil Procedure.

13.4. The Ekantor has the right to amend the Rules for important reasons, i.e. in the case of:

13.4.1. introduction by Ekantor of new functional, organizational, technical, IT or ICT solutions affecting the services provided under the Terms and Conditions;

13.4.2. introduction by Ekantor of new services related to the activities covered by the Regulations or modification of the existing ones;

13.4.3. changes in the applicable law or issuance of recommendations, recommendations or interpretations by authorized bodies or issuance of rulings by courts affecting the services provided under the Terms and Conditions.

13.5. Changes to the Terms and Conditions are made in accordance with the following rules:

13.5.1. Ekantor informs Users of each amendment to the Terms and Conditions by placing a Ekantor.pl message on the main page of the Website about the amendment to the Terms and Conditions, including a list of changes to the Terms and Conditions, and maintaining this information on the main page of the Website Ekantor.pl for a period of at least 14 consecutive calendar days. Users who have a User Account will be additionally notified by Ekantor by sending to the e-mail address indicated by them in the registration form, information containing a list of changes to the Regulations.

13.5.2. Changes to the Terms and Conditions shall enter into force after 14 days from the date of posting on the main page of the Website Ekantor.pl the message about the change to the Terms and Conditions and notifying the Users who have a User Account by e-mail, referred to in point 13.5.1.

13.6. In the event of an amendment to the Terms and Conditions, the User has the right to resign from further provision of services by Ekantor, which is tantamount to the deletion of the User Account. Section 9.6 shall apply accordingly.