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 as of July 7, 2026.

1. GENERAL PROVISIONS

1.1. Ekantor.pl provides services by electronic means in accordance with these Regulations.

1.2. The Regulations define the type, scope, and method of providing services, the rights and obligations, and the scope of liability of the Ekantor.pl Website, as well as define the rights and obligations of the User of the Ekantor.pl Website.

1.3. Before completing the registration process, the User is obliged to read the content of the Regulations. The use of the Ekantor.pl Website is possible only after prior submission of a declaration of intent regarding the acceptance of the Regulations. Anonymous use of the Ekantor.pl Website is not possible.

1.4. The Regulations are made available to the User free of charge prior to the conclusion of the agreement for the provision of services by electronic means, via the Ekantor.pl Website in a form that allows its obtaining, reproducing, and recording of its content using the telecommunications system used by the User. The Regulations may be saved or printed by the User at any time.

1.5. The use of the Ekantor.pl Website is free of charge, with the exception of the costs specified in point 10.

1.6. The name of the Ekantor.pl Website, the logo, its graphic layout, and technological solutions, as well as all rights associated with them, are subject to legal protection.

1.7. Ekantor provides the User with access to up-to-date information:

1.7.1. Information on particular risks associated with the use of the service provided by electronic means, and on the function and purpose of software or data that are not a component of the content of the service, introduced by Ekantor into the telecommunications system used by the User;

1.7.2. Privacy Policy;

1.7.3. Cookies Policy.

2. DEFINITIONS

2.1. Ekantor.pl – Ekantor spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Warsaw (Aleje Jerozolimskie 162; 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 number 0000648866, NIP (Tax ID) 9731017586, REGON (Business ID) 081215855, e-mail: kontakt@ekantor.pl.

2.2. Ekantor.pl Website – the website run by Ekantor spółka z ograniczoną odpowiedzialnością, available at www.ekantor.pl, enabling the use of 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 to which the law grants legal capacity, who has accepted the Regulations and completed full Registration on the Ekantor.pl Website, as a result of which a User Account has been created for them.

2.4. Regulations – this document defining the rules for using the Ekantor.pl Website, the rights and obligations of the parties, and the method of registration.

2.5. User Account – access to a part of the Ekantor.pl Website via the Customer 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 – the e-mail account provided by the User in the Registration process, which simultaneously constitutes their login. Words generally considered offensive or violating the personal rights of third parties cannot be used as an e-mail address/login.

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 into the User Account on the Ekantor.pl Website.

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

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

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

2.11. Beneficial owner:

> **2.11.1.** a natural person or natural persons who own a legal entity or exercise control over a customer, or have an influence on a natural person on whose behalf a transaction is being conducted or an activity is being carried out;
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> **2.11.2.** a natural person or natural persons who are shareholders or stockholders or hold voting rights at the general meeting of shareholders in the amount of more than 25% in that legal entity, including through bearer share packages, except for companies whose securities are traded on an organized market, subject to or applying European Union disclosure laws, as well as entities providing financial services within the territory of a Member State of the European Union or an equivalent state – in the case of legal entities;
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> **2.11.3.** a natural person or natural persons who exercise control over at least 25% of property – in the case of entities entrusted with the administration of assets and distribution of such assets, except for entities performing activities referred to in Article 69, section 2, point 4 of the Act of July 29, 2005, on Trading in Financial Instruments.

2.12. Conducting a transaction – shall mean placing an order or instruction to buy/sell currency on the Ekantor.pl Website, and executing the transfer instruction to the User's Account of the value due for the sale or purchase of currency.

2.13. Politically exposed persons (PEPs) – mean natural persons who are:

2.13.1. heads of state, heads of government, ministers, deputy ministers or assistant ministers, members of parliament, judges of supreme courts, constitutional tribunals, and other judicial bodies whose decisions are not subject to appeal, except in extraordinary proceedings, members of courts of auditors, members of boards of central banks, ambassadors, chargés d'affaires, and high-ranking officers of the armed forces, members of the administrative, management, or supervisory bodies of state-owned enterprises – who exercise or exercised these public functions within one year from the date of ceasing to meet the criteria specified in these provisions;

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

2.13.3. persons who are or were in close professional or economic cooperation with the persons referred to in point 2.13.1, or are co-owners of legal entities, as well as the sole beneficiaries of the assets of legal entities if they were established for the benefit of these persons – residing outside the territory of the Republic of Poland.

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

2.14.1. deposits and withdrawals in cashless form;

2.14.2. purchase and sale of foreign exchange values.

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

2.16. Exchange transaction with a price limit – a currency transaction service provided by Ekantor.pl to the User, hedging the User's currency risk with a specified maturity date and a specified exchange rate for concluding the currency transaction.

2.17. Amount threshold – the maximum value of a single exchange transaction with a price limit.

2.18. Assets – means of payment.

2.19. Account – a bank account, an account held in a financial institution, an account held in a credit institution, an account in a cooperative savings and credit union, a payment account held by another authorized entity, a securities account, and an omnibus account, as well as a cash account used to service them within the meaning of the Act of July 29, 2005, on Trading in Financial Instruments.

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

2.21. Working hours – the time of execution of Transactions by Ekantor covering business days from 09:00 to 16:00.

2.22. Anti-Money Laundering Act – the Act of March 1, 2018, on Counteracting Money Laundering and Terrorism Financing (consolidated text Journal of Laws 2021, item 1907, as amended).

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

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

2.25. Regulation No. 1781/2006 – Regulation (EC) No. 1781/2006 of the European Parliament and of the Council of November 15, 2006, on information on the payer accompanying transfers of funds (Official Journal of the EU L 345 of 08.12.2006).

2.26. 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 hardware and software requirements:

3.1.1. a personal computer or mobile device with Internet access;

3.1.2. Windows, Mac OS, Linux, or Android operating system, with a standard web browser installed, supporting encrypted SSL connections, JavaScript applications, and cookies.

3.2. Ekantor ensures the operation of the telecommunications system it uses, enabling the User free of charge to:

3.2.1. if required by the nature of the service:

3.2.1.1. use of the service provided by electronic means by the User in a manner preventing unauthorized access to the content of the transmission constituting the service, in particular using cryptographic techniques appropriate for the nature of the provided service;

3.2.1.2. unique identification of the parties to the service provided by electronic means and confirmation of the fact of submitting declarations of intent and their content, necessary to conclude an agreement for the provision of this service by electronic means, in particular using a qualified electronic signature;

3.2.2. terminate the use of the service provided by electronic means at any time.

4. USER REGISTRATION

4.1. The agreement for the provision of services by electronic means is concluded after full registration of the User and acceptance of the Regulations by the User.

4.2. Registration consists in:

4.2.1. setting up a User Account by providing an E-mail Address and Password, accepting the Regulations, and then confirming the E-mail Address using the sent activation link;

4.2.2. completing the required data in the Customer Panel after logging in correctly.

4.3. The User is prohibited from posting unlawful content on the Ekantor.pl Website. If it is found that the User violates the prohibition resulting from this point, Ekantor.pl has the right to refuse User 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 them during registration are true and complete. The User bears sole responsibility in the event of the inability to execute a transaction or its irregularity, and for any damage resulting from providing incomplete or untrue data.

4.5. The User is obliged to immediately inform Ekantor.pl of any change to the data provided during the User Registration, at the latest by the time of executing the first Transaction after the data change, under penalty of considering that the Transaction was performed incorrectly, or potentially Suspending the Transaction or Refusing its execution – depending on the type of data that has changed.

5. IDENTIFICATION AND VERIFICATION OF THE USER

5.1. Ekantor.pl is obliged to apply financial security measures to Users consisting in:

5.1.1. identifying the User and verifying their identity based on documents or publicly available information;

5.1.2. taking actions, with due diligence, to identify the Beneficial Owner and applying appropriate measures to verify their identity in order to obtain data by Ekantor regarding the identity of the Beneficial Owner, including determining the ownership and control structure of the User.

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

5.3. Ekantor has the right to ongoing monitoring of the business relationship with the User, including examining the conducted transactions to ensure that the transactions are consistent with Ekantor's knowledge of the User, their business profile, and risk, and also has the right to examine the source of assets and continuously update the documents and information held.

5.4. In the event that Ekantor cannot perform the obligations referred to in points 5.1–5.3, it does not conduct 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 – establishing and recording the details of the document confirming the identity of the person on the basis of separate regulations, as well as the first name, surname, citizenship, and address of the person conducting the Transaction, and furthermore the PESEL number or date of birth in the case of a person who does not have a PESEL number, or the document number confirming the identity of a foreigner, or the country code if a passport is presented;

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

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

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

5.7. The identification referred to in point 5.1.2 includes establishing and recording the first name, surname, and address, and additionally other identification data referred to in point 5.5.1, to the extent that Ekantor can establish them.

5.8. The verification referred to in points 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 conducting a Transaction with the User.

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

5.9.1. additional documents or information enabling the establishment of the User's identity;

5.9.2. additional verification of the authenticity of the presented documents or certification of their conformity with the original by a notary, a government administration body, a local government body, or an entity providing financial services.

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

6. TYPES AND SCOPE OF SERVICES

6.1. Within the Ekantor.pl Website, the following services may be provided to the User:

6.1.1. registration, identification, and verification of the User;

6.1.2. electronic currency exchange;

6.1.3. issuing confirmation of purchase and sale of currencies;

6.1.4. Forward transaction;

6.1.5. Exchange transaction with a price limit.

6.2. Within the Ekantor.pl Website, marketing activity in the form of sending a newsletter may be conducted by Ekantor.

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

7. CONCLUDING TRANSACTIONS

7.1. The condition for executing a Transaction is completing Registration in accordance with point 4 of the Regulations and successfully passing the identification and verification procedure carried out by Ekantor, in accordance with point 5 of the Regulations. The User is obliged to conduct Transactions via a bank Account belonging to the User.

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

7.3. The User orders and Ekantor accepts for execution currency exchange exclusively via the Ekantor.pl Website.

7.4. Transactions are accepted for execution 7 days a week, 24 hours a day. The execution of the Transaction takes place exclusively during the Working hours of the Ekantor.pl Website. Ekantor is not responsible for delays resulting from the working hours of financial institutions. The execution time of a Transaction ordered by the User outside the Working hours of the Ekantor.pl Website is counted from the first Business day during the Working hours of the Ekantor.pl Website following the day of ordering the Transaction.

7.5. Before making the first Transaction, the User is obliged to define at least two bank Accounts in the Customer Panel along with specifying the currency.

7.6. Placing an order consists in:

7.6.1. selection by the User of the Transaction amount and Transaction currency;

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 cash funds available in the User's currency wallet to conclude the transaction and indication of the bank Account to which the return transfer is to be made;

7.6.3. acceptance of the exchange rate by clicking the " Confirm" button.

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

7.8. In the case of placing an order in accordance with point 7.6.2.a., the User is obliged to make a transfer to the specified Account belonging to Ekantor within 24 hours from the moment of placing the order. In the absence of payment, Ekantor ceases to be bound by the order placed by the User and has the right to charge the User with the real costs that Ekantor incurred as a result of placing the order.

7.9. The User is informed about the progress and completion of the transaction by means of e-mail messages sent to the address provided during Registration.

7a. FORWARD TRANSACTIONS

7a.1. The condition for executing a Forward transaction is completing Registration in accordance with point 4 of the Regulations, successfully passing the identification and verification procedure carried out by Ekantor in accordance with point 5 of the Regulations, and concluding a framework agreement with Ekantor.pl for the provision of a forward currency transaction service hedging currency risk.

7a.2. A User wishing to conclude a Forward transaction cannot hold the status of:

- an investment firm;
- a credit institution;
- an insurance undertaking or reinsurance undertaking;
- a UCITS or its management company;
- an institution for occupational retirement provision (IORP);
- an alternative investment fund (AIF);
- a 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:

- direction of the Forward transaction – buy/sell;
- base and non-base currency;
- amount of the Forward transaction;
- settlement day;
- forward rate;
- parties to the Forward transaction;
- amount of the security deposit.

7a.4. The Forward transaction will be executed after prior conclusion with the User referred to in point 7a section 2 of a framework agreement, and after the parties determine 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 contained in the agreement for the provision of currency transaction services hedging the User's currency risk, which Ekantor.pl concludes with a User meeting the requirements specified in this point of the Regulations. The provisions of that agreement, to the extent that they do not overlap with the Regulations, shall prevail over the Regulations, in particular regarding the termination of the agreement and remuneration. To the extent not regulated in the framework agreement, the provisions of the Regulations shall apply.

7b. EXCHANGE TRANSACTIONS WITH A PRICE LIMIT

7b.1. The condition for executing an Exchange transaction with a price limit is completing Registration in accordance with point 4 of the Regulations and successfully passing the identification and verification procedure carried out by Ekantor, in accordance with point 5 of the Regulations. The User is obliged to fulfill the conditions related to the settlement of the Exchange transaction with a price limit via bank Accounts belonging to the User.

7b.2. Ekantor provides the service of Exchange transaction with a price limit only for currency pairs that are listed on the electronic exchange rate board on the Ekantor.pl Website.

7b.3. The User orders and Ekantor accepts for execution the Exchange transaction with a price limit exclusively via the Ekantor.pl Website.

7b.4. Exchange transactions with a price limit are accepted for execution 7 days a week, 24 hours a day.

7b.5. Before making the first Exchange transaction with a price limit, the User is obliged to define at least two bank Accounts in the Customer Panel along with specifying the currency.

7b.6. Placing an order consists in:

7b.6.1. selection by the User of the Transaction amount and Transaction currency;

7b.6.2. specifying the side of the Exchange transaction with a price limit;

7b.6.3. indication of the expected rate for the Exchange transaction with a price limit;

7b.6.4. 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;

7b.6.5. specifying the validity period of the Exchange transaction with a price limit order;

7b.6.6. acceptance of the Exchange transaction with a price limit order by clicking the " Confirm" button.

7b.7. Clicking the " Confirm" button by the User is equivalent to placing an instruction to conclude an Exchange transaction with a price limit, after meeting the conditions specified in the Order. Until the Exchange transaction with a price limit is registered based on the Order, no currency exchange agreement is concluded.

7b.8. An Order for an Exchange transaction with a price limit is valid for the period specified by the User or for the period made available within a given functionality by Ekantor.

7b.9. Ekantor may refuse to accept an Order for an Exchange transaction with a price limit if placing the order is impossible for technical, organizational, or security reasons, due to legal provisions, obligations under the Anti-Money Laundering Act, or for other important reasons related to the proper functioning of the Ekantor.pl Website.

7b.10. RULES FOR ASSESSMENT AND EXECUTION OF AN EXCHANGE TRANSACTION WITH A PRICE LIMIT ORDER

7b.10.1. The assessment of the possibility of executing an Exchange transaction with a price limit is carried out by Ekantor based on the Net Rate.

7b.10.2. The Net Rate is determined each time at the moment of comparing the Order for an Exchange transaction with a price limit with Ekantor's internal offer, taking into account the current exchange conditions applicable to the given User.

7b.10.3. When calculating the Net Rate, Ekantor takes into account, in particular, the User's margin applicable at the given moment, rates applicable outside Working hours, rate modifiers, and other price parameters affecting the exchange conditions assigned to the User.

7b.10.4. The achievement of the same Expected Rate by two or more Users does not imply an obligation to execute every Order for an Exchange transaction with a price limit. The possibility of executing an order is assessed individually for a given User each time, taking into account the exchange conditions applicable to them at the time of assessment, in particular the margin and other pricing parameters.

7b.10.5. In the event of meeting the conditions specified in the Order for an Exchange transaction with a price limit, Ekantor registers the Transaction automatically on behalf of the User. From the point of view of handling, settlement, and execution of a Transaction registered on this basis, the provisions of the Ekantor.pl Regulations regarding Transactions apply accordingly.

7b.10.6. Registration of a Transaction based on an Order for an Exchange transaction with a price limit means the conclusion of a Transaction under the conditions resulting from this order and the pricing parameters applicable when assessing the possibility of executing the order.

7b.11. METHOD OF CONCLUDING AN EXCHANGE TRANSACTION WITH A PRICE LIMIT

7b.11.1. Ekantor may specify a maximum Amount Threshold above which the User cannot place an Order for an Exchange transaction with a price limit.

7b.11.2. Ekantor may disable the application of the Amount Threshold to a given User. The disabling takes place on the basis of settings assigned to the User in the Ekantor system.

7b.11.3. In the case of placing an Order for an exchange with a price limit using a transfer, the User is obliged to make a transfer to the specified Account belonging to Ekantor after the registration of the Exchange transaction with a price limit, within the time limit specified by Ekantor for this Transaction, unless the conditions of a given functionality state otherwise.

7b.11.4. Ekantor may control the possibility of placing subsequent Orders for an Exchange transaction with a price limit by the User in such a way that the total value of active orders does not exceed the conditions allowing the use of the selected method of concluding an Exchange transaction with a price limit.

7b.11.5. Ekantor may specify a limit on the number of active Orders with a price limit placed by a single User.

7b.12. MODIFICATION, CANCELLATION, AND EXPIRATION OF AN ORDER

7b.12.1. Until the Exchange transaction with a price limit is registered based on the Order, the User may change the input or output accounts specified in the order.

7b.12.2. The User may cancel an active Order until the Exchange transaction with a price limit is registered, provided that the Ekantor.pl Website provides such functionality for a given order status.

7b.12.3. An Order for an Exchange transaction with a price limit expires upon the lapse of its validity period, as well as in the event of its cancellation, loss of execution capability due to legal, technical, or organizational reasons, or in other cases specified in these Regulations of the Exchange transaction with a price limit.

7b.13. INFORMING THE USER

7b.13.1. Ekantor informs the User about the placement, change of status, cancellation, expiration, and registration of an Exchange transaction with a price limit based on the Order by means of e-mail messages sent to the address provided during Registration.

7b.13.2. Information regarding the Order for an Exchange transaction with a price limit may also be made available in the Customer Panel.

8. PROOF OF CONDUCTING TRANSACTIONS

8.1. After conducting a Transaction, Ekantor is obliged to deliver to the User proof of purchase or sale of currencies.

8.2. Ekantor sends to the User's E-mail Address and makes available in the Customer Panel in PDF format an electronic VAT invoice, in accordance with the Act of March 11, 2004, on Tax on Goods and Services (consolidated text Journal of Laws 2017, item 1221, as amended). The condition for receiving a VAT invoice in electronic form is the acceptance of the Regulations. Programs supporting the PDF format, such as Adobe Reader, which the User can install on their own, are used to view the documents specified in the first sentence.

8.3. VAT invoices may be delivered to the User in paper form upon their request, after prior determination of the rules for delivery of the said documents.

9. TERMINATION OF THE AGREEMENT

9.1. The User has the possibility to terminate the agreement and withdraw the funds they transferred to the Ekantor Account by contacting the Ekantor Customer Service Department by phone at the number indicated on the Contact subpage of the Ekantor.pl Website.

9.2. Withdrawal of funds in PLN currency is free of charge. Withdrawal of funds in a foreign currency takes place in an 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. Due to the nature of the Transaction, the User declares that they are aware that Ekantor will perform it fully before the expiry of the 14-day period, to which the User consents. The User is not entitled to the right to withdraw from an agreement concluded off-premises, as specified in Article 27 of the Act of May 30, 2014, on Consumer Rights (consolidated text Journal of Laws 2017, item 683).

9.4. Ekantor has the right to terminate the agreement with the User in the event of initiation against the User of procedures specified in the Anti-Money Laundering Act.

9.5. In the event that the execution of a Transaction or a Forward transaction is impossible due to reasons attributable to the User, in particular such as providing incomplete or untrue data, failure to deliver appropriate documents, Ekantor calls upon the User to supplement them within 24 hours. The call is directed to the User's E-mail Address specified during Registration. In the absence of effectiveness of the call, Ekantor has the right to terminate the agreement, about which it also informs the User at the User's E-mail Address. In such a case, Ekantor returns to the User the financial funds transferred to the Ekantor Account, reduced by the costs actually incurred by Ekantor in connection with the Transaction. The User agrees to the deduction of the costs referred to in the fourth sentence from the amount to be returned to them. In such a case, Ekantor sends a detailed statement of the costs incurred to the User's E-mail Address.

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 a request to delete the User Account from the e-mail address specified during Registration to the address specified in point 2.1.

9.7. In the event of detection by Ekantor of illegal activity of the User or suspicion of performing such activity, Ekantor has the right to Suspend the Transaction and notify the relevant law enforcement authorities about the above.

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 located in a bank with which Ekantor does not have an agreement for maintaining a bank Account. The amount of fees is indicated in Table C. Times and costs of withdrawal execution for other banks, available at https://ekantor.pl/czas-i-koszty-transakcji/.

10.2. When making currency transfers to the Ekantor Account, the User should execute them in an option where the transfer ordering party – the User – covers all costs associated with its execution.

10.3. In the event of non-compliance by the User with point 10.2 of the Regulations, Ekantor contacts the User in electronic or telephone form, proposing to supplement the missing amount corresponding to the amount of transfer costs charged by the financial institution or to execute the Transaction or Forward transaction in the amount paid by the User reduced by the transfer costs charged by the financial institution. In the event that the User fails to choose the options specified in the first sentence within 24 hours, Ekantor is entitled to execute the Transaction in the second option.

10.4. Ekantor has no influence on the fees that may be charged by the bank where the User holds an Account in connection with conducting a Transaction or a Forward transaction.

10.5. Ekantor may charge additional fees:

10.5.1. in the case specified in point 7.8 – in the amount of the real costs that Ekantor incurred 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 5 PLN;

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

11. COMPLAINT PROCEDURE

11.1. The User has the right to submit a complaint in the event that a Transaction, an Transaction with a price limit, or a Forward transaction is carried out by Ekantor inconsistently with these regulations or absolutely binding provisions of law, as well as in the event of non-performance of a Transaction or a Forward transaction by Ekantor.

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

11.3. Ekantor considers the complaint within 14 days from its delivery to Ekantor. In case of necessity to supplement the complaint notification with data necessary to review the complaint, in particular those specified in point 11.2, Ekantor may call upon the User to supplement the complaint. If the User fails to supplement the complaint notification within the time limit specified by Ekantor, the complaint remains unreviewed, about which Ekantor is obliged to inform the User.

11.4. Ekantor is not responsible for non-performance or improper performance of obligations resulting from the Regulations if the non-performance or improper performance of obligations is caused by circumstances beyond Ekantor's control despite exercising due diligence (force majeure). In the event of force majeure, the provision of services will be suspended for a period equal to the duration of the force majeure.

12. PROTECTION OF PERSONAL DATA

12.1. Detailed rules regarding the protection of personal data are contained in the Privacy Policy, which every User is obliged to read and which constitutes an integral part of these Regulations.

12.2. Ekantor processes personal data in accordance with the Act on the Provision of Services by Electronic Means, the Personal Data Protection Act, and the GDPR.

12.3. By accepting the Regulations, the User consents to the processing of personal data to the extent necessary for User Registration and the provision of Services to the User within the scope specified in the Regulations. Failure to accept the Regulations prevents the use of the Ekantor.pl Website.

12.4. The User declares that the personal data provided by them are true.

12.5. In the event of a change in the User's personal data, the User is obliged to update them immediately. Point 4.5 applies accordingly.

13. FINAL PROVISIONS

13.1. The law applicable to matters regulated by these Regulations is Polish law.

13.2. In matters not regulated by these Regulations, the provisions of generally applicable law on the day of conducting the Transaction shall apply.

13.3. Any disputes related to the execution of these Regulations will be resolved by Polish courts, in accordance with the provisions of the Code of Civil Procedure.

13.4. Ekantor has the right to amend the Regulations for important reasons, that is in the case of:

13.4.1. introduction by Ekantor of new functional, organizational, technical, IT, or telecommunications solutions affecting the services provided on the basis of the Regulations;

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

13.4.3. change of applicable legal provisions or issuance by authorized bodies of recommendations, guidelines, or interpretations, or issuance by courts of judgments affecting the services provided on the basis of the Regulations.

13.5. Amendments to the Regulations are made according to the following rules:

13.5.1. Ekantor informs Users about each amendment to the Regulations by placing a notice of the amendment on the main page of the Ekantor.pl Website, containing a summary of the amendments to the Regulations, and maintaining this information on the main page of the Ekantor.pl Website for a period of at least 14 consecutive calendar days. Users holding a User Account will be additionally notified by Ekantor by sending information containing a summary of the amendments to the Regulations to the e-mail address specified by them in the registration form.

13.5.2. Amendments to the Regulations come into force after 14 days from the date of placing the notice of the amendment to the Regulations on the main page of the Ekantor.pl Website and notifying Users holding a User Account via e-mail, as referred to in point 13.5.1.

13.6. In the event of an amendment to the Regulations, the User has the right to opt out of further provision of services by Ekantor, which is equivalent to deleting the User Account. Point 9.6 applies accordingly.