

TERMS AND CONDITIONS

These Terms and Conditions set out the rules for the use of the website "Bitcan.pl".

§1 DEFINITIONS

Whenever these Terms and Conditions refer to:

1. Administrator - it should be understood as the owner of Bitcan.pl website - BITCAN sp. z o.o., Swoboda 11, 60-389 Poznań, NIP: 6292495068, REGON: 384619443, entered in the Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto in Poznań, VIII Economic Department of the National Court Register under the KRS number 0000808472. Share capital PLN 10,500.00.
2. Service - it should be understood as the website named "Bitcan.pl", run by BITCAN sp. z o.o., Swoboda 11, 60-389 Poznań, available at the Internet address www.bitcan.pl.
3. User Account - it should be understood as a part of the virtual space of the Website intended for the exclusive use of the User
4. User - it should be understood as a natural person who is of legal age within the meaning of the Civil Code, which means that he has reached 18 years of age, as well as a legal person and an organizational unit without legal personality, which is granted legal capacity by law,
5. Virtual currencies - it should be understood as virtual currencies available within the services of the Service, i.e. a digital representation of value that is not:
 - a) legal tender issued by the NBP, foreign central banks or other public administrations,
 - b) an international unit of account established by an international organization and accepted by individual countries belonging to or cooperating with that organization,
 - c) electronic money within the meaning of the Payment Services Act of August 19, 2011,
 - d) a financial instrument within the meaning of the Act on Trading in Financial Instruments of July 29, 2005,
 - e) by bill of exchange or cheque
- and is exchangeable in business for legal tender and accepted as a medium of exchange, and can be electronically stored or transferred or can be electronically traded;
6. General Data Protection Regulation of April 27, 2016. - shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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, and all legal acts related thereto,

7. Law of March 1, 2018 on the prevention of money laundering and terrorist financing - shall mean the Law of March 1, 2018 on the prevention of money laundering and terrorist financing, as amended
8. Terms and Conditions - means these Terms and Conditions available at www.bitcan.pl/regulamin.
9. Transaction - it should be understood as the execution of offers for the sale or purchase of Virtual Currencies made by Users of the Service.
10. Offer - it should be understood as an offer within the meaning of Article 66 of the Act of April 23, 1964 of the Civil Code addressed to an individual recipient.
11. Payment Service Provider - a company that facilitates the processing of bank card transactions on behalf of our company in accordance with applicable laws and regulations.
 - a. Litpay Sp. z o.o., 11 Swoboda street, 60-389 Poznań, KRS: 0000772632, REGON: 382609890, NIP: 7831797973;
 - a. Fenige Sp. z o.o. - 38/1 Promienna St., 03-672 Warsaw, Poland;
 - b. Checkout SAS, duly registered under the laws of France under number 841 033 970, having its registered address at 20 bis rue, La Fayette, 75009 Paris, France ("Checkout.com");
 - c. Volt Technologies 'Holdings Limited' is authorised by the Financial Conduct Authority under the Payment Services Regulations (FRN: 925340) as an Authorised Payment Institution;
 - d. ZEN.COM UAB Lviso g. 25-104, LT-09320, Vilnius, Lithuania, company number 304749651, TAX ID LT100011714916 share capital 4,385,000.00 EUR.

§2 GENERAL PROVISIONS

1. The use of the Service is voluntary.
2. An absolute condition for using the Website is that the User agrees to the provisions of the Terms of Service by accepting them on the Website.
3. The user is obliged to refrain from any activity that could affect the proper functioning of the Service, including any interference with the content of the Service or its technical elements.
4. The Administrator is not responsible for possible disruptions, including technical interruptions in the functioning of the Service caused by force majeure, unauthorized actions of third parties or for incompatibility of the Service with the User's technical infrastructure (minimum technical conditions are indicated in paragraph 5 below).
5. Use of the Service requires that the ICT system - which is used by the User - meets the following minimum technical requirements, i.e.:
 - a) having a device - allowing access to the Internet, equipped with a working operating system, such as Android, IOS, Linux or Windows - with an up-to-date version of a web browser installed - providing access to the resources of the Internet, such as Internet Explorer, Opera, Mozilla Firefox, Safari, Google Chrome or other compatible and also,

b) having an active e-mail account. §3 OBJECT OF THE SERVICE

6. The main task of the Service is to enable Users to Buy or Sell units of Virtual Currencies.
7. The services of the Service are chargeable. The fee for using the Service is included in the exchange rate of the Virtual Currency.
8. The Service verifies the rate of Virtual Currencies available on the market, selecting the most favorable to the User - for the moment - Offer to buy or sell Virtual Currencies, depending on the User's Offer inquiry.
9. Due to the high volatility of Virtual Currency exchange rates, the amount of sale/purchase of Virtual Currency indicated in the User's inquiry may differ slightly from the actual finalized transaction.
10. The Service is not a guarantor of investments in Virtual Currencies, the Administrator takes steps to make Users aware of the risks of such investments, taking into account first of all the position of the National Bank of Poland and the Financial Supervision Commission on Virtual Currencies.
11. The Service does not conduct any activities in the field of investment advice or active solicitation to purchase Virtual Currencies. Moreover, the website does not cooperate with any companies or consultants encouraging to invest in virtual currencies. We kindly ask you to report any attempts to impersonate employees or associates of Bitcan.pl and we strongly discourage sending virtual currencies purchased on the website to external wallets belonging to strangers.

§4 CREATION OF USER ACCOUNT, USER VERIFICATION

1. Use of the Website requires the creation of a User Account. In order to create a User Account, the User is required to provide his/her e-mail address and telephone number and create a password. Use of a User Account requires confirmation of registration via a link to the website received at the e-mail address indicated when creating the User Account and a code received at the telephone number indicated.
2. Bearing in mind the security considerations specified in §7 of the Terms and Conditions, the Administrator shall verify the User's identity on the basis of the identity document and the personal data resulting from it before carrying out the transaction. For this purpose, the User, through the User's Account, sends or uses a webcam to take photographs of the identity document on both sides and a photograph on which there is an image of the User with clearly visible facial features along with the front of the identity document in a format and quality that allows for their unambiguous identification. The Service accepts:

a. a photo of two sides of the ID card with clearly visible data:

- name,
- citizenship,
- document series and number,
- PESEL number or date of birth - if no PESEL number has been assigned,
- photo or

b. passport photo with clearly visible data:

- name,
 - nationality,
 - document series and number,
 - Personal ID number or date of birth - if no Personal ID number has been assigned,
 - place of birth,
 - photo.
3. In addition, the user is obliged to:
 - a) make declarations regarding the legality of the origin of the funds,
 - b) make a declaration that he or she is not a politically exposed person - within the meaning of Article 2(2)(11) of the Law on Prevention of Money Laundering and Terrorist Financing of March 1, 2018 - or a family member or close associate of such a person.
 4. Verification in the Service will be made when the User provides all the necessary data indicated above.
 5. The data indicated at verification should coincide with the details of the bank account from which the payment was made within the Service. If the data provided by the User at verification turns out to be inconsistent with the transfer data, false, incomplete or erroneous, the Administrator has the right to withhold the User's access to all functions of the Service until clarification.
 6. The User is fully responsible for correct and factually correct completion of the User's data referred to in paragraph 2.
 7. Prior to effective identity verification, the User is not allowed to make Transactions. If false data is provided, the Administrator shall immediately block access to the User's Account until effective verification is carried out.
 8. The User's data is processed according to the principles specified in § 9 of the Terms and Conditions.
 9. In order to open a User Account for a legal entity, please contact the Administrator of the service at the following email address: b2b@bitcan.pl and complete the instructions provided by email.

§5 COURSE OF THE TRANSACTION

1. The User, by submitting an Offer inquiry, indicates the amount of funds expressed in Polish zloty (PLN) that he wishes to allocate for the purchase of the Virtual Currency or the number of units of the Virtual Currency that the User intends to sell.
2. Due to the significant volatility in the value of Virtual Currencies, the final verification of the Offer shall take place:
 - a) at the moment of transferring to the Administrator the appropriate number of units of Virtual Currencies to be sold by the User, or
 - b) at the moment of crediting the Administrator's bank account or transferring to the payment intermediary's account the funds intended for the purchase of Virtual Currency by the User.
3. Indicated on the main page of the Service, the value of the units of each Virtual Currency represents their current value available on the market at that moment, however, at the time of transfer of funds by the Buyer, it may change.

4. The funds intended for the purchase of Virtual Currencies are transferred by the User to the Administrator through a payment service provider with whom the Administrator has entered into cooperation agreements to the appropriate extent. The amount accepted at one time may be a maximum of PLN 50,000, unless the User receives permission to increase the above amount on the basis of individual arrangements;
5. Funds from the sale of Virtual Currencies shall be made available to the User by the Administrator through a payment intermediary with whom the Administrator has entered into cooperation agreements to the appropriate extent:
 - a. directly to the bank account indicated by the User,
 - b. through other payment service providers.

A single withdrawal amount can be a minimum of PLN 100. Taking advantage of the withdrawal requires prior verification of the bank account to which the withdrawal is to be made.

6. The service is provided immediately after approval of the User's offer. The Administrator, in the name and on behalf of the User, purchases funds of the value currently available on the market. Once the funds have been transferred, the User may not withdraw from the Transaction. The right to withdraw from a contract concluded at a distance does not apply to the User if the Administrator performed the service in full with the express consent of the consumer, who was informed before the start of the service that after the performance by the entrepreneur will lose the right to withdraw from the contract (Article 38 paragraph 1. of the Act of May 30, 2014 on consumer rights).
7. Virtual currencies purchased in the name of and on behalf of the User are immediately transferred to the unique address of the User's Wallet, created at the User's Account, from where the User can dispose of them in any way.
8. The administrator, as well as payment intermediaries and banks, use all security measures to ensure the smoothness of the transaction and protection of funds. The finalization of the transaction takes place no later than 1 business day after its initiation.
9. The minimum value of the Transaction is the equivalent of 100 Polish zloty (PLN).
10. The maximum value of transactions is PLN 100,000 per week per User. The Administrator has the right to suspend the possibility of transactions for a User who exceeds the aforementioned value.

§6 RESPONSIBILITY

1. The User is obliged to guarantee the legality of all actions taken by him/her in the Transaction.
2. Each User is obliged to indemnify the Administrator from any liability to any third parties, as well as to repair any damage that the Administrator will incur in the event of any claims by third parties in connection with the User's use of the Service in a manner inconsistent with the Terms of Use, good morals or the law.

3. The User is obliged to refrain from any activity that could affect the proper functioning of the Service, including any interference with the content of the Service or its technical elements. In doing so, the User acknowledges that he/she is the only person responsible for the activities performed under his/her User Account and the Transactions he/she concludes.
4. It is forbidden to use the Service for purposes incompatible with its purpose.
5. The User is obliged to immediately notify the Administrator of any use of his/her User Account by an unauthorized person or of any attempted such use of which he/she becomes aware, as well as of any other breach of security of the Service.
6. The Administrator shall not be liable for use of the Services of the website in a manner inconsistent with its purpose or in violation of applicable laws.
7. The Administrator shall not be liable for the blocking, seizure or securing of the User's funds by competent entities or judicial authorities under applicable laws - including, first and foremost, under the Anti-Money Laundering and Countering the Financing of Terrorism Act of March 1, 2018.
8. The Administrator is not responsible for the source of funds used in the Transaction to an extent that exceeds its obligations under applicable law, including, in particular, the Anti-Money Laundering and Countering the Financing of Terrorism Act of March 1, 2018.

§7 TRANSACTION SECURITY

1. The User acknowledges that Virtual Currencies are not electronic money, do not fall within the scope of the Payment Services Act of August 19, 2011 and the Financial Instruments Trading Act of July 29, 2005.
2. The administrator is an obligated institution within the meaning of the Law on Prevention of Money Laundering and Financing of Terrorism dated March 1, 2018 (Journal of Laws 2018, item 723).
3. The Administrator, as part of the activity of the Service, uses services provided by third parties, including payment intermediaries and banks, i.e. entities that are obligatory institutions within the meaning of the Law of March 1, 2018 on the prevention of money laundering and terrorist financing.
4. In accordance with the provisions of the Law of March 1, 2018 on Anti-Money Laundering and Countering the Financing of Terrorism, the Administrator shall apply the financial security measures set forth in Article 34. of this Law and exercise due diligence in carrying out activities and fulfilling obligations under the provisions of the Law.
5. Pursuant to Article 35. section 1. points 1, 2, 5 and 6 of the Law on Prevention of Money Laundering and Financing of Terrorism of March 1, 2018, the Administrator shall apply financial security measures for the identification of Users and verification of their identity before they make Transactions. Detailed identification conditions are set forth in Articles 36 and 37 of this Law and §4 of the Terms and Conditions.
6. If it is not possible to apply the financial security measures listed in §7 paragraph 4 of the Terms and Conditions, the Administrator refuses to carry out the transaction and finally terminates business relations with the Client.

7. The administrator may apply simplified financial security measures in the cases specified in Article 42 of the Law of March 1, 2018 on Anti-Money Laundering and Countering the Financing of Terrorism.
8. The Administrator shall apply enhanced financial security measures in the cases specified in Article 43 of the Law of March 1, 2018 on Anti-Money Laundering and Countering the Financing of Terrorism, in particular in Article 43.2.7 of this Law. Enhanced financial security measures include, in particular, video verification for additional confirmation of the User's identity and investigation of the source of funds.
9. The Administrator makes its own active efforts to ensure the legality of the actions taken by the Users of the Website. In doing so, all of the Administrator's activities are conducted with respect for the Users' rights, including in particular the right to privacy and the right to protection of the User's personal data. However, taking into account the Administrator's limitations in the availability of means to control the activities of Users, the Administrator cannot bear any responsibility for violations of the law by Users of the Service.
10. The Administrator has put in place an internal procedure for anti-money laundering and countering the financing of terrorism in accordance with the obligation under the Law on Anti-Money Laundering and Countering the Financing of Terrorism of March 1, 2018.
11. Pursuant to Article 34(4) of the Law on Prevention of Money Laundering and Financing of Terrorism of March 1, 2018, the Administrator has the right to make electronic copies of documents confirming the identity of Users and, to the extent that he is required to store Users' data, he exercises this right. At the same time, copies of documents shall be stored only in electronic form in a manner that prevents access by unauthorized persons.
12. For security reasons, each time you change important elements of your User Account, such as your phone number or email address, your Account will be blocked for a period of 48h from the time of the change.

§8 FEES

1. The use of the Service for Virtual Currency Exchange services is subject to a fee.
2. The Service fee is charged automatically and is included in the presented rate of Virtual Currency.

§9 DATA PROTECTION, PRIVACY POLICY

1. The administrator of the data is BITCAN sp. z o.o., Swoboda 11, 60-389 Poznań, NIP: 6292495068, REGON: 384619443, registered in the Register of Entrepreneurs kept by the District Court Poznań - Nowe Miasto in Poznań, VIII Economic Department of the National Court Register under the KRS number 0000808472.
2. The User, when registering an account in the Service, consents to the processing of personal data for the purposes of the performance of services provided electronically by the Administrator on the basis of the General Data Protection Regulation of April 27, 2016 through a statement on the Website.
3. This consent may be revoked. If the consent is withdrawn, the Administrator shall be obliged to stop the Transaction, and may refuse to continue providing services.

4. The Administrator is authorized to process the User's personal data for the purpose of implementing the provisions of these Terms and Conditions, in compliance with the data security requirements set forth in the General Data Protection Regulation of April 27, 2016. The data will be used for the purpose of implementing financial security measures and other purposes under the AML/CFT Law, as well as User records and contact with the User.
5. Users' personal data may be made available to entities entitled to receive them under applicable laws, including the relevant judicial authorities and payment intermediaries and banks within the limits of applicable laws - including, above all, under the Anti-Money Laundering and Countering the Financing of Terrorism Act of March 1, 2018. Users' personal data may also be transferred to attorneys and legal advisors cooperating with the Administrator.
6. Users' personal data will not be transferred to a third country, except at the request of entities entitled to receive them under applicable laws, including competent judicial authorities within the limits of applicable laws.
7. Through a statement on the Website, the User may consent to the processing of his/her personal data for the purpose of receiving commercial information electronically in accordance with the General Regulation of April 27, 2016 on the Protection of Personal Data and the Law of 18.07.2002 (Journal of Laws No. 144, item 1204, as amended) on the provision of electronic services.
8. In the cases and under the terms of the General Data Protection Regulation of April 27, 2016 and the Act of July 18, 2002 on the provision of electronic services (Journal of Laws of 2002, No. 144, item 1204, as amended.), the User has the right to access the content of his/her data and the right to rectification, deletion (with the reservation that the Administrator may refuse to exercise the right to deletion in a situation where the obligation of further processing arises from the law), limitation of processing, the right to data portability, the right to object, the right to withdraw consent at any time without affecting the legality of the processing performed on the basis of consent before its withdrawal.
9. The user has the right to lodge a complaint with a supervisory authority if he/she considers that the processing of personal data concerning him/her violates the provisions of the General Data Protection Regulation of April 27, 2016.
10. In accordance with the General Data Protection Regulation of April 27, 2016, every person has the right to control the processing of data concerning him or her. At the request of the data subject, the Administrator is obliged, within 30 days, to inform in writing about his/her rights and provide information regarding his/her personal data. The above right shall be granted to the person concerned not more often than once every 6 months.
11. Properly secured copies of documents and information obtained as a result of the security measures listed in §7 of the Terms and Conditions will be retained until the expiration of the documentation obligation under the provisions of the Law of March 1, 2018 on Anti-Money Laundering and Countering the Financing of Terrorism.
12. Users' personal data will not be processed by automated means, including profiling.

§10 COMPLAINT PROCEDURE

1. The User may file complaints regarding the functioning of the Service as described in the Terms and Conditions.
2. A claim can be submitted by e-mail to: reklamacje@bitcan.pl or by sending by registered mail to: BITCAN sp. z o.o., Swoboda 11, 60-389 Poznań.
3. The claim should include at least:
 - The name and email address under which the User appears on the Service,
 - describing the functionality to which the complaint relates or other circumstances justifying the complaint,
 - As well as the User's specific request related to the complaint.
4. Complaint claims are processed within 30 days from the date of receipt of the application with a detailed description of the complaint. The User will receive information about the handling of the complaint claim by e-mail to the address indicated in the complaint claim or to the mailing address indicated in the complaint claim submitted by registered mail. This period may be extended if the description of the situation indicated by the User is insufficient to provide a response.
5. The Administrator guarantees the availability of its consultants on working days from 9 a.m. to 5 p.m. via electronic means of communication provided by the Service and on social networks. Immediate receipt of information outside the above hours is possible as consultants are available, however, the Administrator stipulates that a response to an inquiry made in the evening or on a holiday will be provided within the next business day.

§11 FINAL PROVISIONS

1. The Terms and Conditions are an integral part of the contract entered into by the Administrator and the User.
2. Please send any questions about the Service's operations to: contact@ari10.com.
3. In matters not regulated in the Terms and Conditions, the relevant provisions of Polish law shall apply, in particular the relevant provisions of the Civil Code and the provisions of the Consumer Rights Act of May 30, 2014.
4. The User, who is a consumer within the meaning of Article 221 of the Civil Code, in the event of a possible dispute with the Administrator, has the possibility of using out-of-court means of claim investigation, i.e., for example: the assistance of a municipal or district consumer ombudsman, assistance of consumer organizations, amicable consumer courts or mediation. For more information on out-of-court means of redress, the User may visit the website of the Office of Competition and Consumer Protection, at: https://uokik.gov.pl/spraw_indywidualne.php, a search engine for institutions providing consumer assistance appropriate to the User's locality can be found at: <https://uokik.gov.pl/kontakt.php>.
5. Any disputes arising between a User who is not a consumer, as defined in Article 221 of the Civil Code, and the Administrator will be settled by a court with local jurisdiction over the city of Poznań.
6. In order to close the User's Account, the User sends a statement of cancellation of the Service's services via e-mail to: contact@ari10.com. The virtual currencies remaining in the User's Account will be returned to the external wallet address indicated by the User, or the User may sell the funds and realize their withdrawal.
7. The Terms and Conditions shall come into force as of: 28.01.2022.

