

## **Terms of use and Privacy Policy**

**Before installing the application, you must be over 18 years old and be aware that these products are hard to understand. The CNMV considers that it is not a product appropriate for retail traders due to its complexity and risk. Contract for difference trading carries a high level of risk due to the financial leverage mechanism, which means you only need to put down a portion of the total value of the investment. Financial leverage multiplies the impact of price changes on both profits and losses. Therefore, there is the possibility that you can suffer losses covering the value of all your funds deposited on the account even with a small change in the price of the underlying instrument. Making profit on transactions on OTC instruments, including contracts for difference (CFDs), without exposure to the risk of loss, is not possible. When making investment decisions, please ensure you fully understand the risks involved. Please consider our Declaration of Investment Risk, available at [www.xtb.pl](http://www.xtb.pl).**

This application belongs to X-TRADE BROKERS DOM MAKLERSKI S.A. with its registered office in Warsaw, at Ogródowa 58, 00-876 Warsaw, Poland, entered in the register of entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) conducted by District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under KRS number 0000217580 and with branches on different countries, which are listed under <https://www.xtb.com/pl>, and which make available for its clients the following terms of use and privacy policy:

### **1. DEFINITIONS**

#### **1.1. Service Provider**

X-TRADE BROKERS DOM MAKLERSKI S.A. identified above and from now on XTb POLAND or the Service Provider.

#### **1.2. Users**

Physical person who has downloaded the app and uses it through his/her mobile device (like smartphone and tablet).

#### **1.3. Services**

Application for mobile device, that allows the user to invest on the financial instruments offered by XTb to its Clients.

### **2. SUBJECT OF CONTRACT**

The subject of the contract is to regulate the general conditions of the services offered by the Service Provider and the Users.

The contracting process of the platform "XSTATION-FOREX & CFD TRADING APPLICATION" (this is the name of the application in Play Store - Google) / "xStation Forex, Stocks Trading" (this is the name of the application in App Store - Apple) by the users will be conducted on the language selected by the user among the ones offered by the application, the Service Provider being able to

establish the possibility of contracting the service on other languages specified on the application.

### **3. APPLICABLE LAW**

The hereby General Conditions are subject, among other provisions, to what is stipulated on the Polish regulations of Information of Society Services, the regulation on supervision of the Polish Financial Supervision Authority (Komisja Nadzoru Finansowego)POLAND. You may obtain more information about it on <https://www.xtb.com/pl>

### **4. IDENTIFICATION OF THE CONTRACTING PARTIES**

On one hand the Service Provider and on the other hand the USER, whose data introduced for the registration, through a form established to such effect, are the ones consigned by him/herself or his/her legal representative.

### **5. SERVICE CONDITIONS**

The service conditions and the offers that may be conducted eventually by the Service Provider may be consulted through this application or requested to the email: [office@xtb.pl](mailto:office@xtb.pl).

The Service Provider reserves the right to modify at any time the hereby General Contract Conditions as well as any other document exposed in this application without notice.

The Service Provider may request the USER to accept the additional and complementary clauses to such General Conditions that must be read and accepted for the efficient service provision or application update.

In the event of discrepancy or conflict of any of the provisions or conditions accepted by the USER, the specific conditions prevail over the general ones.

#### **5.1. Truthfulness of the data**

The USER is the only responsible of the authenticity of the data introduced by him/herself in the registration process, and he/she accepts the requirement of supplying truthful, exact and full details.

If the USER does not comply to such requirement, it will be under his/her responsibility to answer for the potential damage produced to the Service Provider, or any other third party related. You may update or amend your personal data at any time sending an e-mail indicating the amendment of the data that you wish to perform to [office@xtb.pl](mailto:office@xtb.pl).

The Service Provider takes responsibility for the reliability, truthfulness and accuracy of the contents, data or information regarding the application, unless those had been modified by third parties, foreign or not to the organization, without express permission of the company.

## 5.2. Application performance

The Sole Application Identifier is kept encrypted on the mobile device (on the application registration process with XTB POLAND until this parameter is created), until such mobile application is erased from your device.

The Application Identifier, as well as the brand information, the type and ID hardware of the mobile device, are sent to the Service Provider during the registration process of the product on the Application, and are used to identify the sole identification of the application and the mobile device. The communication between the mobile application and the Service Provider's systems is performed using contemporary encryption machinery. Depending on the mobile platform, the applications from the Service Provider may access the following permits on your mobile device:

- a. Internet connection;
- b. The camera unit to take pictures of documents and/or the face of the user during the registration process in a real account;
- c. The Photo Gallery of the device, with the aim to send pictures of documents and/or the face of the user during the registration process in a real account;
- d. Access to the user space to storage the picture taken;
- e. Advertising Identifier (IDFA) to check the efficiency of our marketing campaigns and the installing of our application;
- f. A microphone on the chat;
- g. The Telephone Status with the aim to leave the application on stand-by status when the application is working on the background.

Depending on the mobile application, the application permits will be voidable changing the settings of the system or uninstalling the application. The mobile applications do not storage any kind of personal information that may allow a third party to identify the individual user of the application. The anonymous data regarding the activity of the users on the mobile applications may be used for statistical purposes of the Service Provider. Besides, the Service Provider informs that the applications are linked to the following services:

1. Google Firebase - to gather figures on the application about information, and the information about how the users use the application. These data will remain completely anonymous.
2. Fabric.io - to gather figures on the application about information, and information about how the users use the application. These data will remain completely anonymous. This service will also be used by the Service Provider to gather failures (such as bugs on the application), and that will also remain completely anonymous and devoid of any data that may be used to identify the client or his/her data.

Dear user, in the lack of acceptance of this Privacy policy, please do not install or uninstall our application.

THE Service Provider will not be responsible of the delays or failures that may be produced on the access, functioning and operability of the " XSTATION-FOREX & CFD TRADING APPLICATION", or on its services and/or contents, as well as of

the interruptions, suspensions or the malfunction of it, when the origin of such situations is the breakdown produced by natural disasters or force majeure cases, or those of acute emergency, such as strikes, computer intrusion or assaults, or any other kind of force majeure or fortuitous cause, as well as mistakes on the telematic networks of data transfer and in every case when the mistake may have been produced by a third party external to the company Organization of the Service Provider.

### 5.3. Liability

#### 5.3.1. Service Provider

The service provided by the Service Provider adheres exclusively to make available for the users the application "XSTATION- FOREX & CFD TRADING", taking responsibility for such application in the event of technical failure. Thus, in case of requirement of technical assistance regarding this service, it will be delivered by the Service Provider.

- **User:**

All people who download the application "XSTATION- FOREX & CFD TRADING" are obliged to use it according to the good faith, law and obligations gathered on the legal notice published on <https://www.xtb.com/pl>, on the hereby particular conditions and other instructions the Service Provider may deem necessary for the proper usage of the application.

It is completely forbidden to download the application "XSTATION- FOREX & CFD TRADING" for illicit or harmful purposes that may affect directly or indirectly to the Service Provider, its branches and/o third parties.

The users employing this application must assume all the risks of usage and exclude the Service Provider, its branches, directors, managers, employees and agents from any liability, responsibility, loss, costs and expenses, including the reasonable fee of a lawyer in the event of them appearing related to the usage of this application.

The user specifically recognizes and accepts that the Service Provider is not responsible of the behavior of any other user.

Moreover, the user will answer for any damage inflicted to the Service Provider, or to third parties, due to its misbehavior.

The USER accepts that the Service Provider may deduct the damages inflicted from his/her credit or debit card.

### 5.4. Copyright

The application "XSTATION- FOREX & CFD TRADING" is an original work, protected by the Intellectual Property Rights with all the rights reserved for the Service Provider, being forbidden to copy or broadcast in any way, or any media of a part or the whole content of the material, including, but not exclusively, texts, charts, design code, without permission of the author.

In no event the application may be subject to copy, modification or decompiling of the source code through reverse engineering or any other technique to such effect.

All the logos and brands of the website and of the application "XSTATION-FOREX & CFD TRADING" are registered trademarks on the corresponding public records thus relying on the benefit of the public trust against any kind of dispute in this respect.

The designs of the application "XSTATION- FOREX & CFD TRADING" belong to the Service Provider from its programming, edition, compilation and other necessary elements for its operation, henceforth it will be necessary the specific authorization from the Service Provider for its partial or entire replication, as well as the utilization, distribution and general commercialization.

The claims that may be issued by the Users regarding the possible breaches of intellectual or industrial property regarding any of the Contents of the application "XSTATION- FOREX & CFD TRADING" should be directed to the following emails: [office@xtb.pl](mailto:office@xtb.pl).

- **Minors**

Our services are directed to people of legal age, being forbidden to download the application in mobile phones property of underage people who are not accompanied by their parents, guardians or legal representative, and have their authorization. The parents, guardians or legal representatives will be deemed responsible of all the acts accomplished by them.

All the services hired by the minors or unable are responsibility of the adults in which charge they are. The Parents, guardians or legal representatives are obliged to control and limit the download of the application.

## **6. IMPROVEMENT OF THE APP USAGE AGREEMENT**

The agreement and acceptance for the usage of the application "XSTATION-FOREX & CFD TRADING" is improved from the moment the USER installs the application in his/her mobile device, thereupon we request for you to follow carefully all the application download procedure of the application "XSTATION-FOREX & CFD TRADING".

The user may check these conditions through the application "XSTATION-FOREX & CFD TRADING", or request them through the emails and [office@xtb.pl](mailto:office@xtb.pl).

## **7. DOWNLOAD PROCEDURE OF THE APPLICATION**

The download procedure of the application "XSTATION- FOREX & CFD TRADING" must be done through your mobile device.

Before downloading the application, the user must check the hereby legal notice and data protection policy, and to take into account that the products are hard to understand.

The steps to the application registration will be as follows:

### 7.1. Application download

The download may be performed through a mobile device. Depending on the operating system available, the download shall be performed through the App Store, if the product belongs to Apple, or Google play, if the device is Android. If the operating system is any other one, the download may be performed from the applicable digital distribution platform.

Once inside the distribution application, it is possible to access the application "XSTATION- FOREX & CFD TRADING" introducing the name on the browser enabled to such end and pressing the button "SEARCH".

Immediately it will appear the application on the screen as the first option of the browser. Pressing on the app icon we'll access to the rating, news, version history, previews, information, website of the developer, privacy policy and compatibility.

It is advisable to read the Privacy Policy before downloading the application, since it is designed to help you decide if you use the service, in which way and how is it compiled, stored and used the information about the people users to the service.

The application download is free. So, in order to perform the download, it is only necessary to press the button **OBTAIN** if we have an IOS device, or **INSTALL** if our device is based on Android system.

Once the application is downloaded, the user must register properly to create a real account, or to try a demo account during 30 days, for which it is essential that you provide your name, surnames, telephone and country, beside choosing a password.

### 7.2. Application

The "XSTATION- FOREX & CFD TRADING" application is cost-free, beings its final and exclusive goal to obtain the personal data in order to perform commercial emailings.

## 8. DURATION OF THE AGREEMENT OVER THE APP USAGE

The app "APPLICATION OF XSTATION- FOREX & CFD TRADING", will be available for the users indefinitely. However, XTB POLAND reserves the ability, at any time and without prior notice, to modify the presentation and configuration of the application, its functionalities and/or contents in it incorporated. The Client specifically acknowledges and agrees that at any time XBT POLAND may suspend, deactivate and/or cancel the access and/or usage of the application, without XTB POLAND being responsible of it.

## **9. PARTIAL NULLITY**

If any section of these service conditions was contrary to the Law and, in such case, invalid, it will not affect the rest of dispositions with the Law. The parts commit to renegotiate those invalid service conditions and to incorporate them to the rest of the service conditions.

## **10. KNOWLEDGE OF ILLEGAL PRACTICES**

In the event that any user considers that there are illicit facts of circumstances on the provision of service or the application usage, the user must send an email to [office@xtb.pl](mailto:office@xtb.pl) with a notice including the following data:

- Name, address, telephone number and email address of the claimant.
- Specification of the allegedly illicit activity performed and facts of circumstances that cause the claim.
- Express declaration, plain and at the risk of the claimant, that the information provided on notification is accurate.

## **11. COMPLAINTS**

### **INSTRUCTIONS FOR COMPLAINTS SUBMISSION**

The complaints and comments about the application functioning and content, the tools and services available must be communicated to the email office [office@xtb.pl](mailto:office@xtb.pl).

The complaint must include at least the name, address and email address, as well as a detailed description of the circumstances and irregularities causative of the incident.

Otherwise XTB POLAND will not be able to answer the complaint. The complaints will be answered within 7 days after its reception. The claimant will be informed of the outcome of the complaint by email.

## **12. DATA PROTECTION**

### **The controller of data**

X-TRADE BROKERS DOM MAKLERSKI S.A. with its registered office in Warsaw, at Ogrodowa 58, 00-876 Warsaw, Poland, entered in the register of entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy) conducted by District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under KRS number 0000217580

### **The purposes of the data processing**

The purpose and usage intended of the data and its handling is to manage the registration and usage of the application, as well as the performance of satisfaction surveys and remission of marketing and promotional

communications regarding the products and services provided by XTB. Such communications shall be sent both by mail and by electronic communications (e-mail, sms, mms, mobile phone, instant messaging, etc.). The personal data provided will be stored until the request of its suppression.

Likewise you are informed that your personal data will be submitted to the subsidiary companies of the company, which you can find listed in the following link: <https://www.xtb.com/pl>.

You may exercise the rights to access, amendment, suppression and opposition, treatment limitation, data transferability and/or not being object of automated individual decisions through written communication to the email office@xtb.pl, delivering a photocopy of the ID Card or any document that proves his/her identity. On every case, you may collect the protection of the Data Protection Polish Agency or, given the case, the applying control authorities.

With the acceptance of the hereby legal notice and privacy policy, you give your express consent for the management of your personal data with the purposes and the concepts exposed, including the sending of marketing information. XTB POLAND has developed the application "APPLICATION OF XSTATION- FOREX & CFD TRADING" and make it available for the user who may want to use it, under the sole condition that they allow their personal data such as name, surname, address or telephone, among others, to be used for the sending of marketing information about products and services.

The non-acceptance of the marketing purposes will prevent you from the download of the application.

### **13. COOKIES**

XTB POLAND uses the named "session cookies", but the user has the prospect to adjust his/her browser to be notified on the screen of the cookies reception and to avoid the deployment of such cookies on his/her mobile device.

In order to use this application, it is not necessary for the user to allow the deployment of the cookies, without prejudice that in such case it will be necessary that the user registers each time he/she enters into a service that requires the previous registration, or that in such cases he/she is prevented from using all parts of this application.

Please, check the guidelines and user's manual of your browser to deepen into this information.

### **14. NOTIFICATIONS**

All notifications and communications by the User to XTB POLAND, will be considered efficient, for all purposes, when performed using one of the following methodologies:



14.1. Sent by mail to the following address: X-Trade Brokers Dom Maklerski S.A., ul. Ogrodowa 58, 00-876 Warsaw, Poland, delivering a photocopy of the ID Card or any document that proves his/her identity.

14.2. Sent by email to the email address [office@xtb.pl](mailto:office@xtb.pl).

All notifications from XTB POLAND to the User will be considered efficient when performed using one of the following methodologies:

14.3. Sent by mail to the address of the User, when the user had previously made it available for XTB POLAND.

14.4. Sent by email to any of the emails the user had previously made available for XTB POLAND.

14.5. Communication by phone call to the telephone number of the User, when the user had previously made it available for XTB POLAND.

14.6. Through pop-ups messages (so-called Push notifications) sent during the provision of Services by XTB POLAND.

Accordingly, all notifications performed by XTB POLAND to the User will be considered efficient if performed using the personal data provided by the User and through the methodology previously detailed. To such effects, the User declares that all the data provided by him are true and correct, and he/she commits to communicate to XTB POLAND all the changes regarding the notification data.

## **15. DISCLAIMER**

People using the "APPLICATION OF XSTATION- FOREX & CFD TRADING" must assume all the usage risks and exclude from any liability to XTB POLAND, its directors, managers, employees and agents, of any or the whole damage, responsibility, loss, cost or expenses, including the reasonable fees of lawyers, or that may be related with the usage of information in this application.

The user specifically acknowledge and accepts that XTB POLAND is not responsible of any behavior from any other user.

## **16. APPLICABLE LAW AND JURISDICTION**

To every legal issue that involves the application "APPLICATION OF XSTATION- FOREX & CFD TRADING" and that is dependant from XTB POLAND, it will be for Polish Law resolution, and if applicable, the Consumption Arbitral Court or similar to which the company is subscribed to in the moment of the dispute. To submit complaints in the usage of our services, you may write an email to: [office@xtb.pl](mailto:office@xtb.pl).

## **17. PRIVACY**

XTB POLAND promise to not employ the Confidential information provided by the User to other effects different from the ones derived from the service provision; as well as not to disclose, deliver or supply it in whole or in part, to third parties, except previous and written authorization from the User.

XTB POLAND limits the access to personal data information exclusively to its employees who need to get in touch with such information to provide the requested service.

XTB POLAND treats your personal information with strict secrecy, and the service in which the data will be stored includes the safety measures required by the current law to prevent the destruction, loss, modification, non authorized disclosure or accidental or illegal access of your personal data.