

**REGULATION FOR THE PROVISION OF FOREIGN EXCHANGE SERVICES  
TO ENTREPRENEURS VIA THE EXCHANGE PLATFORM AFORTI  
EXCHANGE ROMANIA S.A.**

valid as of 11<sup>th</sup> March 2019

**§ 1**

**DEFINITIONS**

The terms used in this Regulation shall have the following meaning:

1. **“Aforti”** – Aforti Exchange Romania S.A., with registered office in Bucharest, **4B Gara Herăstrău Street, 10<sup>th</sup> floor, district 2, Bucharest, Romania**, registered with the Bucharest Trade Register Office under no. J40/10043/2017, having sole identification code 37812805 and paid-up share capital of LEI 3,378,240.
2. **“User’s E-mail Address”** – the electronic mail address necessary for setting up an account on the foreign exchange platform, from the registration board.
3. **“Working Hours of the Aforti Exchange Platform”** – 24h/day during business days.
4. **“Working Hours of the Office serving the Aforti Exchange Platform”** – Monday to Friday between 08:00 - 18:00, except for legal holidays.
5. **“Foreign Currency Dealer”** – the person assisting the User on behalf of Aforti.
6. **“Business Day”** – any day except for Saturdays, Sundays and the legal holidays provided by art. 139 of the Labour Code.
7. **“Online Account”** – an account used by the User on the Aforti Exchange Platform, which may be accessed by means of a unique user name (login) and a password, containing a collection of data and information on the activities carried out by the User via the Aforti Exchange Platform. The Online Account is available after registration on the page <https://www.afortixchange.ro/account> and is used for the management of the User’s identification details and for the issuance of the foreign exchange orders.

8. **“Exchange Rate”** – the exchange rate of the base currency set at a certain moment in relation to a traded currency, presented on the Aforti Exchange Platform or negotiated with the Foreign Currency Dealer, after the prior verification of the User’s identity.
9. **“Transaction Value”** – the value expressed in the base or traded currency, which is subject to sale or purchase as part of the transaction.
10. **“Login and Password”** – unique data introduced by the User during the registration on the Aforti Exchange Platform, which may not be disclosed to third parties and which are necessary for logging on the Aforti Exchange Platform.
11. **“User Board”** – the interface for using the services of Aforti and for managing the Online Account, which may be accessed only after the User logs on the page <https://www.afortixchange.ro/account>
12. **“Aforti Exchange Platform”** or the **“Platform”** – the internet platform operated by Aforti at the address [www.afortixchange.ro/account](http://www.afortixchange.ro/account) for the provision of electronic foreign exchange services.
13. **“Confirmation”** – confirmation of the foreign exchange transaction, generated by Aforti as an electronic invoice in PDF (Portable Document Format) format and delivered to the User’s E-mail Address. By performing transactions on the Aforti Exchange Platform, the User acknowledges and expresses his/her consent to receive the confirmations in electronic format.
14. **“Entrepreneur”** – the natural authorized person performing an economic activity, any legal entity, as well as the entities without legal personality which, as per the law, may perform an economic activity on their own behalf.
15. **“Transfer”** – the transfer of money to the Entrepreneur’s Bank Account.
16. **“Entrepreneur’s Bank Account”** – the bank account owned by the Entrepreneur and indicated by the User for the purpose of performing the foreign exchange transactions between the User and Aforti, especially for payment of the amounts in the Aforti accounts, for payments from the accounts indicated by Aforti and for settling the User’s obligations towards Aforti.
17. **“Regional Sales Manager”** – the natural person appointed by Aforti to collaborate with the User.
18. **“Regulation”** – this Regulation for the provision of foreign exchange services through the Aforti Exchange Platform.
19. **“Registration”** – the process of configuring the Online Account on the Aforti Exchange Platform.

20. **“Representative”** – the natural person duly authorized by the Entrepreneur, pursuant to the legal provisions, to perform transactions on the Aforti Exchange Platform on behalf of the Entrepreneur.
21. **“User”** – the Representative of the Entrepreneur, who has created an Online Account by completing the Registration on the Aforti Exchange Platform.
22. **“Base Currency”** – the currency whose price per unit is expressed in the traded currency (the first currency of the foreign currency pair).
23. **“Traded Currency”** – the currency in which the price of a unit or of a certain number of units of the base currency is expressed (the second currency of the foreign currency pair).

## § 2

### GENERAL PROVISIONS

1. This Regulation establishes:
  - a) the organization, rules of operation and the terms of use for the Aforti Exchange Platform,
  - b) the rights and obligations of the Users registered on the Aforti Exchange Platform,
  - c) the rights, obligations and responsibilities of Aforti,
  - d) the types, scope and terms for providing the foreign exchange services on the Aforti Exchange Platform,
  - e) the terms and conditions for the collection and protection of personal data,
  - f) the complaint procedure.
2. This Regulation is available to each User at the following address:  
<https://www.afortixchange.ro/regulament> .

Prior to the Registration and configuration of an Online Account on the Aforti Exchange Platform, each potential User must read this present Regulation, the [Data Privacy Policy](#) and the [Cookie Policy](#) being allowed to proceed to the following Registration steps only after accepting the provisions of these documents.

3. The Aforti Exchange Platform offers foreign exchange services with the following currencies: Euros (EUR), Swiss francs (CHF), United States dollars (USD), pounds (GBP), Norwegian krone (NOK), Swedish krona (SEK), Czech Republic koruna (CZK), Russian rouble (RUB), Japanese yen (JPY), Polish zloty (PLN),

Bulgarian leva (BGN), Hungarian forint (HUF), as well as other foreign exchange currencies. The foreign exchange is performed via the Entrepreneur's Bank Accounts defined by the User in the User Board.

The provision of foreign exchange services by Aforti shall be possible only after the User accepts the Regulation, the [Data Privacy Policy](#) and the [Cookie Policy](#) and completes the Registration.

4. According to the provisions of Law no. 656/2002 on the prevention and sanctioning of money laundering, as well as for the establishment of certain measures for preventing and fighting against terrorism financing, as further amended and supplemented, the User may not anonymously use the services of the Aforti Exchange Platform.
5. The User may perform foreign exchange transactions via the Aforti Exchange Platform during the Working Hours of the Aforti Exchange Platform.
6. The use of the Aforti Exchange Platform is free of charge. However, when using the Aforti Exchange Platform, it is possible the Users pay the costs imposed by the internet or mobile data operator, such as connecting costs and internet browsing. The payment of such costs is the responsibility of the Entrepreneur and/or User.
7. The name and logo of Aforti, as well as the name of the Aforti Exchange Platform, its operation, graphics, software and database are subject to protection pursuant to the applicable legislation.
8. The aspects which are not provided under this Regulation shall be subject to the legal provisions in force, including, without limitation:
  - a) Law no. 365/2002 on electronic commerce, as further amended and supplemented ("**Law no. 365/2002**");
  - b) NBR Regulation no. 4/2005 on the foreign exchange regime, as further amended and supplemented ("**NBR Regulation no. 4/2005**");
  - c) Law no. 656/2002 on the prevention and sanctioning of money laundering, as well as for the establishment of certain measures for preventing and fighting against terrorism financing, as further amended and supplemented ("**Law no. 656/2002**");
  - d) Government Decision no. 594/2008 approving the Regulation implementing the provisions of Law no. 656/2002 on the prevention and sanctioning of money laundering and establishing measures for the prevention and combat of terrorism financing ("**Government Decision no. 594/2008**");
  - e) Applicable data protection legislation and the 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 (“**General Data Protection Regulation**” or “**GDPR**”), as well as other applicable regulations at the European or local level, adopted in the context of GDPR.

### **§ 3**

#### **TYPES AND SCOPE OF SERVICES**

1. The Aforti Exchange Platform offers only online foreign exchange services.
2. Aforti displays the current exchange rates on the Platform.
3. The minimum amount which may be exchanged via the Aforti Exchange Platform shall be:
  - a. 2,000 units for EUR, CHF, GBP, USD, BGN, PLN, excepting test transactions.
  - b. 1,000 units for SEK, CZK, NOK, RUB;
  - c. 100,000 units for JPY, HUF.

### **§ 4**

#### **FOREIGN EXCHANGE RATES**

1. Aforti publishes on the webpage [www.afortixchange.ro](http://www.afortixchange.ro) and on the Platform the current sale and purchase Exchange Rates of the currencies applicable to the User.
2. The User may individually negotiate the Exchange Rates, directly with the Regional Sales Manager or by telephone, with the Foreign Currency Dealer, at the telephone number 031 229 59 39. In case a different Exchange Rate from the one displayed in the User Board is agreed, Aforti, through its employees, shall ensure the modification of the Exchange Rate in respect of the agreed transactions.
3. The final Exchange Rate accepted by the User includes the discounts received by the User as reduced rates, coupons or promotional points for the exchange at a more favourable rate.

### **§ 5**

#### **USER REGISTRATION AND OBLIGATIONS DERIVING FROM ANTI MONEY LAUNDERING LEGISLATION**

1. Each future User must perform a complete Registration on the Aforti Exchange Platform before using the foreign exchange services provided by Aforti.

2. The Registration process on the Aforti Exchange Platform includes the following steps:

a) providing the e-mail address which the User shall use for performing foreign exchange transactions on the Aforti Exchange Platform, reading the content of this Regulation, of the [Data Privacy Policy](#) and of the [Cookie Policy](#) and accepting their provisions,

b) filling in the User registration form with the following information regarding the Entrepreneur:

(i) name;

(ii) legal form of organization (e.g. natural person performing an economic activity, limited liability company, joint stock company, entity without legal capacity performing an economic activity etc.),

(iii) address of registered office and, if applicable, of corporate office,

(iv) sole identification number or, as the case may be, the unique taxpayer reference,

(v) type and nature of business activities performed by the Entrepreneur;

(vi) name of beneficial owner, if applicable, or information on the group of persons which are beneficial owners;

(vii) information on the Entrepreneur's Representative, respectively:

(a) surname and name,

(b) position,

(c) personal identification number,

(d) type, number and series, as well as the expiry date of the identification document (ID card, passport),

(e) mobile number and fax number, if applicable,

(f) e-mail address,

and providing Aforti, through the Aforti Exchange Platform, with updated copies of the following documents:

(i) registration documents issued by the competent public authorities regarding the

Entrepreneur (e.g. registration certificate, ascertaining certificate etc.);

- (ii) articles of association of the Entrepreneur (or resolutions of the competent statutory bodies);
- (iii) identification documents of Entrepreneur's Representative (ID card, passport);
- (iv) power of attorney from the Entrepreneur for other persons than the Entrepreneur's Representative, if the case;
- (v) proof confirming the ownership/co-ownership of the Bank Accounts by the Entrepreneur;
- (vi) statement from the Entrepreneur's Representative regarding the quality of politically exposed person.

The User's refusal to provide the information and documents above-mentioned shall have as result the impossibility to create an Online Account and to use the Aforti Exchange Platform.

- c) introducing the password which the User shall use to log into the Aforti Exchange Platform. The password must be at least 8 characters long, must contain uppercase and lowercase letters (A-Z or a-z) as well as numbers (0-9). Aforti shall under no circumstances ask the User to provide passwords by e-mail. The User must maintain the passwords properly operational and must not disclose such to third parties, being exclusively and entirely liable for any prejudice caused by failure to observe these obligations; In case the username and the password have been stolen or compromised, the User must notify Aforti immediately.
  - d) Aforti will check the information and the documents mentioned above provided by the User. The check will consist in analysing if (i) the information and documents provided by the User appears to be accurate and not misleading, (ii) the Entrepreneur represents a "risk customer" for Aforti, according to the Law no. 656/2002.
  - e) creation of the Online Account by Aforti only if the information and documents provided by the User are accurate and not misleading and if the Entrepreneur does not represent a "risk customer" for Aforti, according to the Law no. 656/2002. On a contrary, the Online Account will be created only based on an account opened with a credit institution subject to anti-money laundering and terrorism financing obligations equivalent to the standards provided for in Law no. 656/2002.
  - f) activating the Online Account by the User by accessing the link provided by Aforti via e-mail, respectively by introducing the activation code sent by SMS on the Platform.
3. Following the Registration, the User shall receive an e-mail confirming the Registration, as well as information regarding the contact details of the Regional Sales Manager in charge and of the Department of Foreign Currency Dealers.

The User's personal data and/or special personal data are processed by Aforti according to the provisions of the applicable law, and according to the GDPR provisions, including any other applicable regulations at the European or local level, adopted in the context of GDPR and the provisions of the present Regulation, the [Data Privacy Policy](#) and [Cookie Policy](#). Aforti undertakes to treat as confidential the personal data and/or special personal data provided by the User during the Registration on the Aforti Exchange Platform, to exclusively use such data for the purpose of carrying out the business relation with the User and for performing its incumbent obligations as per the applicable legislation. Nevertheless, Aforti shall be entitled to process and transfer the User's personal data in accordance with this Regulation and with the [Data Privacy Policy](#).

4. Potential Users must provide complete and exact information upon Registration. If there is certain reasonable doubt regarding the reliability of the provided information, Aforti reserves the right to request additional information and documents before confirming the Registration.

The User must update the personal data provided upon Registration each time such data is modified. In case the personal data provided upon Registration is modified, if there is reasonable doubt regarding the reliability of the data provided further to the modification and/or the User does not observe the provisions of the present Regulation, of the [Data Privacy Policy](#) and of the [Cookie Policy](#), Aforti reserves the right to delete the Online Account, as well as to suspend all pending transactions to be performed by Aforti. In these situations, Aforti shall reimburse to the Entrepreneur's Bank Account any amount transferred by such for the purpose of performing a transaction, after deducting the costs with performing the bank transfer.

5. Through the Registration and the use of the Aforti Exchange Platform, the User understands that between the User and Aforti was concluded an agreement, which is considered to be valid for the entire duration of the Online Account, namely until the Online Account is deleted, either at the express request of the User, or by Aforti at its convenience as per item 6 above.

## § 6

### FOREIGN EXCHANGE TRANSACTIONS

1. The foreign exchange service is available only to Users which have correctly and completely provided the information regarding the Entrepreneur's Bank Accounts, in the "Accounts" section of the Online Account.
2. The information regarding the Entrepreneur's Bank Accounts referred to above consist in defining at least two bank account numbers of twenty figures and configuring the currency of each account in the "Currency" field, accounts which must be owned by the Entrepreneur. The exchange is possible



after configuring at least one Bank Account in LEI and one in a foreign currency. The Entrepreneur's Bank Accounts must be open with credit institutions with registered office in Romania. The Entrepreneur must be the titleholder/co-holder or the agent of the Bank Account from which the funds to be exchanged are transmitted. A proof of the ownership/co-ownership of the Entrepreneur of the Bank Accounts must be submitted by the User upon registration on Aforti Exchange Platform.

3. The bank transfers received by Aforti from other bank accounts than those configured as per item 1 above shall be reimbursed to the sender, after the deduction of the costs related to the bank transfer.
4. The User issues foreign exchange orders and Aforti receives such via the Aforti Exchange Platform.
5. The transactions shall be accepted by Aforti:
  - a) on the same day, if the User issues the foreign exchange order on a Business Day and the bank account of Aforti is credited with the amounts indicated in the transaction order before 6.00 PM of the respective day,
  - b) on the following Business Day, if the bank account of Aforti Exchange is credited with the amount of the transaction after 6.00 PM of the respective Business Day or if the User issues the foreign exchange order on a non-Business Day.
6. Aforti shall make available to the User the details of the bank account via which the foreign exchange services shall be performed. In order to issue a foreign exchange order, the Users shall complete the following steps:
  - a) connecting to the Online Account and accessing the User Board,
  - b) defining the type of transaction which the User wants to perform (sale or purchase);
  - c) determining the Entrepreneur's Bank Accounts via which the User wants to perform a transaction, owned by the Entrepreneur.
7. The information regarding the performed transactions shall be available to the User after the approval of each transaction. The information is sent to the User's E-mail Address indicated upon Registration on the Aforti Exchange Platform.
8. The foreign exchange transactions shall be performed according to the following rules:
  - a) the User who wishes to buy foreign currency shall transfer from the corresponding Entrepreneur's Bank Account into the account indicated by Aforti a certain amount in LEI, corresponding to the amount of foreign currency it wishes to buy;

- b) the User who wishes to sell foreign currency shall transfer from the corresponding Entrepreneur's Bank Account in the account indicated by Aforti the amount it wishes to sell, indicating the currency subject to the foreign exchange.
9. In the situations where the User has transferred to the account indicated by Aforti a lower amount than the one specified in the transaction order, the User shall be contacted by Aforti as soon as possible in order to clarify the terms of the transaction. In case of a failed attempt to contact the User during the same Business Day when the transaction order was sent, the transaction shall be cancelled. In case of cancelled transactions, Aforti undertakes to immediately reimburse the funds received to the Entrepreneur's Bank Account from which the Transfer was performed, after the deduction of the fees related to the bank transfer.
10. In the situations where the User has transferred to the account indicated by Aforti a higher amount than the one specified in the transaction order, Aforti shall use the necessary amount for the performance of the foreign exchange under the conditions mentioned in the transaction order, immediately reimbursing to the Entrepreneur's Bank Account the remaining amount, after the deduction of the fees related to the transfer.
11. After logging into the Aforti Exchange Platform, the User shall be able to initiate a foreign exchange transaction by completing the following steps:
- a) filling in the "exchange currency" field;
  - b) selecting the "immediate order" option;
  - c) selecting the purchase or sale option,
  - d) selecting the currency,
  - e) introducing the transaction value,
  - f) accepting the Exchange Rate,
  - g) approving the transaction – once this step is completed, the User shall no longer be able to cancel the transaction.
12. Upon the approval of the transaction by the User, the User shall receive by e-mail information on the amount to be transferred to the indicated account of Aforti. This information shall also be available in the "Operations History" section of the User Board.

13. Following the transfer of the Entrepreneur's funds to Aforti, the funds are returned to the Entrepreneur's Bank Account provided by the User, in the currency indicated in the transaction order. The term depends upon the performance of the foreign exchange transfers to Aforti.
14. The User shall transfer the amounts necessary for performing the transaction to the bank account of Aforti so that the cost related to this Transfer is borne by the Entrepreneur.
15. Aforti shall transfer the amounts resulting from the performance of the transaction to the Entrepreneur's Bank Account so that the costs related to this Transfer are borne by the Entrepreneur.
16. Aforti reserves the right to suspend or to refuse a transaction, especially in the following situations:
  - a) in order to fulfil the obligations deriving from the legislation on fighting against money laundering and terrorism financing,
  - b) in case of a *force majeure* event, as defined by the provisions of the Civil Code, including the failure of electronic banking systems, the failure of a server system,
  - c) in case false personal data is provided upon Registration on the Aforti Exchange Platform, including in case the User configures a bank account which is not owned by the Entrepreneur;
  - d) in case of identification, destruction, deterioration, elimination, modification or prevention of access or use of information included on the Aforti Exchange Platform or of any interference or any circumstances which prevent the automatic processing of information,
  - e) in case information regarding inexistent or unrealistic fluctuations of the exchange rates are transmitted on the Aforti Exchange Platform due to reasons beyond the control of Aforti.
17. In well-justified situations, Aforti shall be entitled to request the User, and the User shall offer within a 12-hour term, additional explanations regarding the transaction. Aforti may also request to be presented, including by uploading documents directly of Aforti Exchange Platform, with additional documents or declarations required according to the legislation in the field of preventing and fighting against money laundering and terrorism financing.
18. Aforti shall be liable for failure to perform or for improper performance of the obligations pursuant to the contract for online foreign exchange services, except for situations where the failure to perform or the improper performance of the obligations is due to certain circumstances which Aforti cannot control or influence, despite the reasonable measures taken in this respect (*force majeure*). During the existence of the *force majeure* event, the services provided by Aforti shall be suspended until the cessation of the *force majeure* event.

19. Aforti shall not be liable for any prejudice suffered by the User, which is exclusively triggered by its fault, including, but without limiting to:
- a) the User sending the amounts in a different account than the one indicated by Aforti,
  - b) the User erroneously configuring the Entrepreneur's Bank Account,
  - c) the actions performed through the User's Online Account by unauthorized persons, in case the unauthorized access to the Online Account took place due to the User's fault.

## **§ 7**

### **CONFIRMATION OF PERFORMED TRANSACTION**

1. Aforti must issue to the User evidence regarding the currency purchase and sale, for each transaction performed on the Platform.
2. Aforti fulfils the obligation indicated under item 1 above by sending the transaction confirmations to the User by electronic means.
3. Upon the User's request, the confirmations mentioned in the paragraphs above shall be delivered to the User by mail, at the address provided upon Registration or at another correspondence address defined by the User in the User Board. In this case, a fee of LEI 10 shall be charged (in order to cover printing costs and post fees).

## **§ 8**

### **TECHNICAL REQUIREMENTS**

1. The technical requirements necessary in order for the User to use the Aforti Exchange Platform are the following:
  - a) personal computer equipped with a network interface controller or a modem enabling access to Internet,
  - b) Windows operating system (9x, 2000, XP and any ulterior version), Mac OS or Linux with graphical interfaces,
  - c) web browser accepting encrypted SSL connections, JavaScript applications and cookie modules,
  - d) Internet connection.

2. The User must have a mobile phone number in order to confirm the implementation of the selected services, as well as an e-mail address via which any correspondence with Aforti shall be carried out. In order to read the electronic mail message, it shall be necessary for the User to have previously installed a software able to read files with the Portable Document Format (PDF) extension.
3. The transmission of any data between the website <https://www.afortiexchange.ro/account> and the User shall be performed by means of an encrypted SSL connection by a 256 bytes key.

## § 9

### ISSUANCE OF ELECTRONIC CONFIRMATION FOR THE PROVIDED SERVICES

Aforti confirms the provision of online foreign exchange services by means of electronic confirmation of transactions and ensures the transmission of such according to the provisions of this Regulation. In order to receive the confirmation of transaction in an electronic form, the User agrees and accepts the present Regulation, the [Data Privacy Policy](#) and the [Cookie Policy](#).

1. The electronic document shall be transmitted to the User in PDF (Portable Document Format) format.
2. In order to open the delivered electronic confirmation, the free program Adobe Acrobat Reader is necessary, which the User must have previously downloaded and installed.
3. The electronic confirmation shall be delivered by the Aforti Exchange Platform at the e-mail address provided by the User upon Registration.
4. The electronic confirmation shall be kept by the User in electronic format, in the form transmitted, so as to guarantee the authenticity of their origin and the integrity of their content, as well as their legibility during storage.

## § 10

### PERSONAL DATA AND PROTECTION AND SAFETY THEREOF

The User's personal data shall be processed, collected, registered, stored, consulted, used and transferred by Aforti in observance of the applicable legislation on the protection of individuals with regard to the processing of personal data and the GDPR, as well as of any other applicable regulations at the European or local level, adopted in the context of GDPR, according to the terms and conditions of this Regulation and of the [Data Privacy Policy](#).

## § 11

### DELETING A USER ACCOUNT

1. The User may at any time delete the Online Account on the Platform via the “Delete Account” option in the User Board.

## § 12

### THE COMPLAINT PROCEDURE

The User may file a complaint in case the services are not provided by Aforti in line with the provisions of this Regulation, of the [Data Privacy Policy](#) or the [Cookie Policy](#) or if they fail to observe in any other way the provisions of the applicable legislation.

1. The User must address the complaint, by indicating its factual ground, not later than 14 days as of the performance of the transaction. The complaint shall be written and delivered to the address: Aforti Exchange Romania S.A., with registered office in **4B Gara Herăstrău Street, 10<sup>th</sup> floor, district 2, Bucharest, Romania**, or electronically at the e-mail address: office@afortiexchange.ro or by using the contact form on the Aforti Exchange Platform.
2. The complaints must include at least the identification of the User and the description of the raised objections. In case the data or information indicated in the complaint must be supplemented, the User shall be asked to complete such information prior to the assessment of the complaint.
3. Aforti shall send to the User a reply to the filed complaint within a term of 30 days as of receiving such, in one of the manners indicated under item 2 above.
4. The answer to the complaint shall be transmitted electronically only to the User’s E-mail Address.

## § 13

### LIMITATION OF AFORTI’S LIABILITY

1. The User understands and agrees that Aforti is not liable, and it has no control and no obligation to act regarding:
  - a) the effect on the User of the content accessed by the User through the Aforti Exchange Platform;
  - b) the interpretation or use by the User of the content of the Aforti Exchange Platform;

- c) the actions taken by the User because of accessing the content of the Aforti Exchange Platform or of the foreign exchange services;
  - d) interruptions of the running of the Aforti Exchange Platform to keep it to an optimal state of functioning, the lack of the User's internet functioning or for other situations in which the Aforti Exchange Platform cannot be accessed due to technical errors which are not under the Aforti's control. If maintenance works are necessary and the Aforti Exchange Platform is not available for such reasons, Aforti may inform the User when accessing the Aforti Exchange Platform;
  - e) the User's impossibility to access the Aforti Exchange Platform or to use the foreign exchange services;
  - f) any damage, direct or indirect, special, incidental which results from the use or the inability to use the Aforti Exchange Platform.
2. Aforti makes available the Aforti Exchange Platform on an "AS IS" and "AS AVAILABLE" basis and to the extent permitted by applicable law grants no warranties of any kind, whether express, implied, statutory or otherwise with respect to the Aforti Exchange Platform (including all content contained therein), including without limitation any implied warranties or satisfactory quality.
  3. The User understands that Aforti does not represent or warrant that the Aforti Exchange Platform shall be uninterrupted or error free.
  4. The User understands that the advertise published within the Aforti Exchange Platform does not belong to Aforti, but to its commercial partners and that Aforti is not liable for that advertising.

The User understands that Aforti is not liable for any loss, costs, damages, fees or other liabilities in case they are caused directly by the User's violation of the present Regulation, [Data Privacy Policy](#) and/or [Cookie Policy](#).

#### § 14

#### FINAL PROVISIONS

1. The User may at any time contact Aforti by sending an e-mail to the e-mail address: [office@afortiexchange.ro](mailto:office@afortiexchange.ro).
2. Aforti reserves the right to amend this Regulation when it is required by the provisions of law or by changes introduced to the Platform Aforti Exchange or is otherwise deemed necessary by Aforti. In case of amending the provisions of this Regulation, the Users shall be informed by Aforti on the

consolidated text of the Regulation, by e-mails and briefings made available via the Platform, prior to such amendments entering into force.

In case Aforti becomes aware that the User carries out activities which are not in line with any laws, with this Regulation, the [Data Privacy Policy](#), the [Cookie Policy](#) or with the objectives and interests of the Aforti Exchange Platform or of other users, especially by means of phishing information from other Users, false personal data, including the false identification of the Entrepreneur's Bank Accounts, the failure to continuously fulfil the obligations deriving from the concluded contracts and which may breach the personal rights of other Users and other actions which might cause prejudice to the other users or to Aforti, the latter reserves the right to immediately cease the provision of the foreign exchange services to the respective User, to block their access to the Online Account and to reimburse the amounts previously transferred to the bank accounts of Aforti, after the deduction of the costs related to the bank transfer.

3. In case there is doubt regarding the reliability of the data or documents ascertaining the transfer, Aforti may request the User to provide additional documents and information or may withdraw from the transaction.
4. In case there is suspicion regarding the User's deliberate provision of certain false data or documents for the purpose of obtaining material benefits, Aforti is entitled to freeze the value of the partial payment or to suspend the payments for the transactions performed by the User. The suspension of payments and freezing of funds shall remain in effect until the situation is entirely clarified.
5. As regards the obligations deriving from the legislation on the prevention and fight against money laundering and terrorism financing, Aforti shall perform an assessment of the transaction, being entitled to request in particular:
  - a) a document confirming, as per the applicable legislation, the user's identity,
  - b) a valid excerpt from the trade register or another document mentioning the name (company name), the form of organization of the legal entity, the legal representatives of such entities and the powers thereof
  - c) a document confirming the ownership/co-ownership of the Bank Accounts by the Entrepreneur,and if the User does not comply with such request, Aforti may terminate the business relationship and close the Online Account of the respective User.
6. The Aforti Exchange Platform may include:
  - a) active links allowing the Users to directly access other websites, including websites managed by other entities. In case of links connecting to websites of other entities, Aforti hereby informs that



it holds no influence over either the confidentiality policy of their managers or the content of such websites;

- b) active advertisements,
  - c) advertising, including multimedia, audio-visual, audio or visual advertising,
  - d) other promotional or publicity materials, including multimedia, audio-visual, audio or visual materials.
7. The aspects not provided for under this Regulation shall be governed by the provisions of the Romanian Civil Code and by the provisions of any other applicable legal enactments.