

# TERMS OF USE

## HOMEPAGE AND ONLINE CURRENCY ORDERING

The purpose of the Terms of Use is to determine the subject matter and conditions of the online currency ordering services provided by GYORSPÉNZVÁLTÓ Kft, Interchange Kft and the Magyar Pénzváltó Kft (registered office: 1027 Budapest, Kacsá utca 11., hereinafter together: Group or INTERCHANGE) as well as the relationship between the Group and Client.

The present Terms of Use contains:

- the general business conditions of online currency ordering (I);
- the general terms and conditions of using the homepage of INTERCHANGE (II).

INTERCHANGE is entitled to modify the Terms of Use at any time, without prior notice. It is the Client's liability to get familiar with the currently effective terms and conditions before initiating a transaction.

Client declares to have acknowledged and accepted the present Terms of Use before initiating the online currency ordering.

### I – General Business Conditions

#### 1. The service provider

GYORSPÉNZVÁLTÓ Pénzügyi Kft  
Interchange Pénzügyi Szolgáltató Kft  
Magyar Pénzváltó Kereskedelmi Kft  
Registered seat: 1027 Budapest, Kacsá utca 11.  
Tel: +36 1 411 3580  
Email address: interchange@interchange.hu

INTERCHANGE, as the agent of Raiffeisen Bank (registered office: 1054 Budapest, Akadémia utca 6.) pursues currency exchange activities under Act CCXXXVII of 2013 (on credit institutions and financial enterprises) and Government Decree No 297/2001 (XII. 27.) (on currency exchange services).

#### 2. The services available on the INTERCHANGE homepage

The INTERCHANGE homepage provides online currency ordering services for natural and legal persons for their business or private trips. The INTERCHANGE homepage shall not be used for speculative or investment purposes.

The present General Business Conditions are only valid for currencies available on the INTERCHANGE homepage at initiating the order.

On the INTERCHANGE homepage the following services are available:

- Selecting the currency exchange office, belonging to the INTERCHANGE network, where, after its counter-value has been paid, the currency ordered is received.

Under no circumstances may the currency be ordered to another destination outside the INTERCHANGE network.

The data displayed on the INTERCHANGE homepage are indicative only, and may at no time be used as a reference.

### **3. Minimum and maximum order**

The sum of the currency ordered may not be less than EUR 100.

The total sum of the currency ordered for one person per one day may not exceed EUR 5,000.

### **4. The ordering process**

The Client ordering the currency shall provide the information required on the INTERCHANGE homepage.

Client acknowledges that the provision of his data on the homepage may not replace the client identification and customer due diligence at the currency exchange office, as prescribed by law.

- Client fills out the fields according to the order to be placed.
- Client forwards the necessary data to INTERCHANGE
- Client finalizes the online order.
- INTERCHANGE sends information to the email address previously provided by Client about accepting or rejecting the order not later than the first working day following the ordering.
- Provided that INTERCHANGE accepts the order, it shall be considered as final.

Should INTERCHANGE not accept the order, Client shall be informed of the fact thereof as promptly as possible.

The acceptance of the order by the currency exchange office selected by Client shall also be confirmed via a confirmation email sent to the email address provided by Client. Such message shall be sent within two days of the order being accepted by INTERCHANGE.

As from the confirmation email sent to Client by INTERCHANGE, there are 10 working days available for Client to visit the specified currency exchange office and pay the counter-value of his order. Otherwise, the order shall be deleted according to paragraph 7. of the present policy.

At receipt of the currency ordered at the currency exchange office Client shall be in possession of a printed copy of the order confirmation as well as some form of personal identification. Such documents shall be produced to the currency exchange office. In case of a discrepancy between the first name or surname displayed in the order and on the ID, the currency ordered may not be delivered.

INTERCHANGE is entitled to make copies of the documents in order to fulfil its legal obligations.

The money ordered may only be collected in the opening hours of the currency exchange office. Client acknowledges that he is obliged to arrive at the office before the closing time ensuring enough time to pay the counter-value of the order as well as to receive the money ordered.

The transaction is carried out in Hungarian.

Provided that the present Terms of Use are translated into other languages, the translation is only for information purposes. Only the Hungarian version of the present Terms of Use is authentic and binding upon Parties.

In the absence of evidence pointing to the contrary, the data recorded on the [www.interchangeFX.com](http://www.interchangeFX.com) homepage prove the existence and conditions of the transaction concluded between Client and INTERCHANGE.

INTERCHANGE is entitled to assess and serve requests not recorded in the course of the order according to the current market conditions. INTERCHANGE does not guarantee to fulfil such extraordinary client demands.

#### **5. Payment**

Client shall pay the counter-value of the order in the currency exchange office upon receipt of the order. Payment shall be made in cash.

Until the counter-value has been paid in full by Client, the currency ordered shall be the property of INTERCHANGE.

#### **6. Exchange rate**

Exchange rates related to foreign exchange are expressed in HUF (Hungarian Forint).

INTERCHANGE preserves the right to modify the exchange rate at any time with no prior notification. Client shall pay the counter-value of the order in the currency exchange office upon receipt of the order. The counter-value of the currency exchanged shall be calculated at the exchange rate effective at the time of the transaction.

The exchange rates do not contain the possible additional costs due to alternative payment methods.

#### **7. Rejecting and deleting orders**

INTERCHANGE preserves the right to reject any orders should any of the following criteria be met:

- The nature or conditions of the transaction initiated by Client violate the applicable legal regulations;
- Due to an ongoing dispute related to one of Client's previous orders;
- On the indicated day Client does not turn up at the selected currency exchange office (before the closing time of the said office) in order to pay for and collect the currency ordered;
- The currency(s) ordered by Client is/are not available. In such cases INTERCHANGE shall inform Client via email as soon as possible.

Under no circumstances does INTERCHANGE assume the additional costs arising from the use of alternative payment methods used by Client.

#### **8. Obligations**

##### **8.1. The obligations of INTERCHANGE**

The obligations of INTERCHANGE only extend to the currency exchange process, to keeping the currency ordered available.

The liability of INTERCHANGE, however, does not extend to cases where, due to any reasons, the currency exchange transaction planned by Client may not be performed.

##### **8.2. Problems related to accessing the homepage**

According to Paragraph II. 5. of the General Terms of Use on the use of the homepage, the liability of INTERCHANGE is excluded should any of the difficulties listed in the said paragraph arise.

Moreover, any and all direct or indirect costs arising on the part of the Client through the use of the homepage shall be borne exclusively by Client.

### **8.3. Client's conduct contrary to the General Business Conditions or to the General Terms of Use during the use of the homepage**

Under no circumstances may the liability of INTERCHANGE extend to direct or indirect damage caused by the Client's conduct breaching the provisions of the General Business Conditions or the General Terms of Use of the homepage.

### **8.4 Limitation of liability with regard to clients**

Client is entitled to take legal measures against INTERCHANGE within the year of becoming aware of the alleged injury, or of the date when he would have been expected to become aware thereof.

Should the liability of INTERCHANGE be established, at no time may Client claim damages exceeding the price paid at placing the order (including all possible damage), in the course of which the liability of INTERCHANGE was established.

### **8.5 Force majeure**

The liability of INTERCHANGE is excluded if it failed to perform its obligations due to force majeure events.

### **8.6 The liabilities of the Client**

The liabilities of Client only extend to the selection of the service, as well as to the normal use thereof by himself or by third parties.

## **9. The interpretation of the clauses**

The fact that INTERCHANGE does not exercise its rights arising from the General Business Conditions does not mean that in the future INTERCHANGE cannot exercise such rights.

The present clauses may not replace the General Business Conditions, and shall be interpreted together with the effective legal regulations applicable to the specific activities.

Should a final decision of an authority revoke any of the provisions of the General Business Conditions, such invalidation may not affect the validity of the other provisions of the General Business Conditions.

## **10. Applicable law and jurisdiction**

The present General Terms and Conditions shall be ruled by the applicable Hungarian law. In case of any legal disputes, should the two parties be unable to reach an amicable agreement, the dispute shall fall under the jurisdiction of Budai Központi Kerületi Bíróság.

## **11. Connection**

In case of any orders placed on the INTERCHANGE homepage, or any questions regarding the present General Business Conditions, Client may contact INTERCHANGE at the following email address: [operations@interchange.hu](mailto:operations@interchange.hu).

## **II – GENERAL TERMS AND CONDITIONS OF USING THE HOMEPAGE**

### **1 – Legal information**

#### **1.1 The homepage**

The present homepage (hereinafter: the homepage) is accessible at the URL: [www.interchangeFX.com](http://www.interchangeFX.com)

#### **1.2 The editor**

The website is edited by:

GYORSPÉNZVÁLTÓ Pénzügyi Kft  
Interchange Pénzügyi Szolgáltató Kft  
Magyar Pénzváltó Kereskedelmi Kft  
Registered seat: 1027 Budapest, Kacsá utca 11.  
Tel: +36 1 411 3580  
Email address: [interchange@interchange.hu](mailto:interchange@interchange.hu)  
(hereinafter together: Group or INTERCHANGE)

INTERCHANGE pursues currency exchange activities, as the agent of Raiffeisen Bank (registered office: 1054 Budapest, Akadémia utca 6.) under Act CCXXXVII of 2013 on credit institutions and financial enterprises and under Government Decree No 297/2001 (XII. 27.) on currency exchange services.

The editor can be contacted at the [operations@interchange.hu](mailto:operations@interchange.hu) email address or at the phone number: +361-441-3580.

#### **1.3 Graphic design and production**

The present homepage was prepared by:  
Crucible Design Services  
14 NEW STREET  
LONDON  
EC2M 4HE  
UK

#### **1.4 The server**

The server of the present homepage:

Invitel Távközlési Zrt.,  
Registered seat: 2040 Budaörs, Edison utca 4.  
Company registration no.: 13-10-040575  
Tax no.: 12069316-2-44

## **2 – Accessing the homepage**

The homepage and its use is only permitted for personal use. The user undertakes not to use either the homepage or the information or data stored thereon for commercial, political or advertising purposes, or for any commercial solicitation purposes, especially in the form of unsolicited emails.

### **3. The content of the homepage**

Every trademark, photo, text, remark, illustration, animated or still image, video sequence, sound and all IT solution which is necessary for the operation of the homepage, as well as all elements created or used on the homepage, as intellectual property, are under the protection of the applicable legislation.

All elements constitute the exclusive property of the editor or its partners. All copying, public display, use or adaptation, or any forms of these, which involve the elements in part or in whole, including IT solutions, are strictly forbidden without the prior written consent of the editor. The fact that the editor does not take legal action following any unlawful use revealed to it, may not be interpreted as the acceptance of such use or as waiving the right to legal action.

### **4. The management of the homepage**

In order to ensure the proper management of the homepage, the editor is at all times entitled to the following activities:

- Suspend, interrupt or limit access to the whole or part of the homepage, or to make the homepage or a specific part thereof accessible only to a smaller group of Internet users;
- Delete all data which disturb the operation, or infringe the national or international laws, or the ethical use of the Internet;
- Suspend the operation of the homepage in order to install updates.

### **5. Liability**

The editor's liability does not extend to errors, breakdowns or problems rendering the homepage or parts thereof inaccessible, or to the suspension of services.

The editor's liability does not extend to service outages due to homepage maintenance. Such service outages may occur without prior notice and may last for an indefinite period of time.

The user shall be liable for any and all equipment on the user's side, necessary to the connection. The user shall make all reasonable efforts to protect his equipment and data from internet-based virus attacks. Furthermore, only the user bears liability for the homepages visited and for the data distributed by him.

In case of a lawsuit filed against the user, the editor has no liability for:

- For the use of the homepage, or for any services available through the Internet;
- For the user's non-compliance with the present General Terms and Conditions.

The editor of the homepage has no liability whatsoever for any damage suffered by the user, by third parties and/or equipment due to connecting to the homepage. In this respect the user waives all legal actions.

In case of arbitration or judicial proceedings against the editor, due to the user's use of the homepage, the editor is also entitled to seek legal remedies against the user with a view to getting compensated for any losses and costs incurred through the lawsuit.

## **6. Hyperlinks**

The liability of INTERCHANGE does not extend to the content of the homepages accessible through the hyperlinks found on its own homepage.

It is strictly forbidden for the User to place any hyperlinks on the INTERCHANGE homepage without the prior written consent of the editor. Any related requests shall be forwarded to the email address: [operations@interchange.hu](mailto:operations@interchange.hu).

The editor is entitled to reject such requests for any reasons, without justification. Provided that the editor approves the request, this shall in all cases be deemed to be a temporary approval, which may be revoked at any time without the obligation to state reasons.

At the editor's order the hyperlinks shall be terminated with no delay.

## **7. Personal data**

The process of online ordering necessitates requesting certain personal data required for carrying out the orders.

The circumstances of managing the client's personal data are included in the **Data management policy** on online currency ordering services.

## **8. Cookies**

We hereby inform you that so-called cookies are used on our servers.

### **What are cookies?**

A 'cookie' is a file saved on the user's computer, which helps the storage of settings on the visited websites as well as of other information. The cookie is sent by the server of the visited homepage to the browser, which saves it on the computer or mobile device used for browsing.

### **The types of cookies**

There are two types of cookies:

- Temporary cookies, which are stored on the computer only until the end of the browsing session. Such cookies make it possible that the same data do not need to be provided again when the website is left and it reappears.
- Persistent cookies, which continue to be stored on the computer and on the mobile device following the end of the browsing session. These help identify the computer revisiting the website, but do not allow the personal identification of the user.

These cookies are used on our homepage:

Name	Domain	Description	Expiry
_ga	interchangeFX.com/hu	It helps us to differentiate between visitors, as well as to learn about browsing habits and collect sociodemographic data related to the users sending the data.	1 year
_gid	interchangeFX.com/hu	It is similar to _ga cookies but it is a temporary version.	24 hours
_dc_gtm_UA-81036148-1	interchangeFX.com/hu	It is similar to _ga cookies but it is a temporary version.	1 min
_gat	interchangeFX.com/hu	It stores no user information. It merely limits the requests sent to doubleclick.net.	1 year
cookies-allowed	interchangeFX.com/hu	It stores the consent of the user to storing the cookies.	1 year
ci_session	<a href="http://calculator.interchange.eu">calculator.interchange.eu</a>	A session identifier, which assists in tracking the order placed on the homepage.	2 hours

Another group are the cookies from third parties, namely Google Analytics, which serve to analyse certain services or cookies of the advertising system operator running on our homepage. Such cookies are handled by a third party, and we have no means whatsoever to read or record such data. You, of course, may accept or reject the cookies.

### Setting cookies in the browser

Traditional browsers, such as Internet Explorer, Mozilla Firefox, Google Chrome, Opera, Safari, etc. support the personal setting of cookies. In the browser settings you can delete, limit or completely ban certain cookies, or ban/allow them for certain websites. On the settings of cookies, further information can be found in the 'Help' section of your browser.

The cookie settings of the traditional browsers can be found below:

Internet Explorer: [here](#)

Mozilla: [here](#)

Chrome: [here](#)

Opera: [here](#)

Safari: [here](#)

### Google Analytics

On our homepage Google Analytics, an internet-based analysis service, is used. Consequently, Google uses cookies. The cookies related to the use of our homepage are generally forwarded to and stored on the Google servers in America. This information is used by Google on our behalf in order to analyse how our homepage is used. This enables it to prepare a report on the activities of the homepage, as well as to provide us with other services related to the website activity and Internet use. In this case, based on the processed data, we can create pseudonymized user profiles.

We only and exclusively use the services of Google Analytics, with activated IP anonymity. This means that your IP address is anonymized/shortened by Google in the Member States of the EU or for the other member of the European Economic Area, when Google receives the whole IP address of

the visitor. Only in exceptional cases will the whole IP address be sent to the Google server before it is anonymized/shortened there. The browser's IP address is not connected by Google to any other data.

The storage of cookies can be prevented with proper browsing settings (**Setting cookies in the browser**). Data collection by Google Analytics may be blocked on our homepage too by downloading and installing the plugin which integrates into the browser.

<https://tools.google.com/dlpage/gaoptout?hl=hu> (Please consider that in such cases some functions of our homepage will be unavailable.)

For further information on data management by Google we recommend the following websites:

<https://policies.google.com/technologies/partner-sites?hl=hu> (How are the data originating from the websites or applications using our services used by Google?)

<https://policies.google.com/technologies/ads?hl=hu> (How are cookies used by Google in adds?)

<http://www.google.com/settings/ads> (personalisation of adds)

<http://www.google.com/ads/preferences> (personalisation of adds)

## **9. Photos and the appearance of products**

The photos and descriptions of products do not form part of the agreement, and are not made by the editor.

## **10. The applicable law**

The present Terms of Use have been drafted under the Hungarian law.

## **11. Contact**

Should you have any questions or need any further information, send a message to the [operations@interchange.hu](mailto:operations@interchange.hu) email address.