Credit Card Regulations for Individual Customers at Bank BGZ BNP Paribas S.A.

Concerns clients serviced in the branches of the Bank, which before the merger were branches of BNP Paribas Bank Polska S.A.

§1. Definitions

Terms and expressions used in these Regulations shall have

- Terms and expressions used in these regulations shall the following meaning:

 1. Acquirer a bank or entrepreneur who has entered into an agreement with the Bank on the settlement of Transactions, and who concludes agreements with Merchants on accepting payments made with the Card;

 2. Merchant an entrepreneur at whose point-of-sale the VISA or MasterCard logo is displayed, and who, under an agreement with the Acquirer, accepts payments made with the Card for goods or services sold at his point-of-sale:
- Automated Repayment an instruction submitted by the Main Cardholder to the Bank, based on which the Bank will debit the Personal Account with the amount indicated in the instruction and credit the Repayment Account with
- same amount; Bank BGZ BNP Paribas S.A. with its registered ce in Warsaw;
- office in Warsaw;

 ATM (Automated Teller Machine) a device marked with
 the VISA or MasterCard logo which enables the
 Cardholder to make cash withdrawals or other additional
 operations using the Card, which are possible via such
 ATM:
- operations using the Card, which are possible via such ATM;

 Call Centre a telephone service that provides access to information about the Card, including the Debt amount, and also enables the Cardholder to stop the Card, increase its Credit Limit, pay the Minimum Repayment Amount, likewise change amount and due date of the Minimum Repayment Amount; the Call Centre number is provided at the Bank's Website. Using the Call Centre requires the Cardholder to operate a touch-tone dialling telephone in a working order.

 Business Day any weekday from Monday to Friday, excluding public holidays, on which the Bank performs its activity under the Regulations, including working time of the Bank Units and the Bank's system; the working time of the Bank Units and the Bank's system; available in the Bank Units, the Call Centre, Customer Service Contact Centre, or at the Bank's Website;

 Electronic Access Channels the Call Centre or Customer Service Contact Centre, and the Pl@net System;

 3D Secure Password.

 Bank Unite and the Sank's wheather the Sank's Message to the Cardholder's mobile phone, used to identify the Cardholder and authorize Transactions using the 3D Secure Password;

- identify the Cardholder and authorize Transactions using the 3D Secure Password;
 Bank Unit the Bank's branch, sub-branch or the Bank's agency unit; A list of all the Bank's Units is available on the Website, through the Call Centre or the Customer Service Contact Centre, or at each the Bank's Unit;
 Card a Main Card or Additional Card;
 Main Card a credit card in the Visa or MasterCard system issued by the Bank to the Main Cardholder;
 Additional Card a credit card in the Visa or MasterCard system issued by the Bank to the Additional Cardholder at the Main Cardholder's request;
 PIN (Personal Identification Number) an individual confidential identification number assigned to the Card, used for identification of the Cardholder in order to make a Transaction;

- a Transaction;

 CVC2/CVV2 Code a 3-digit code provided on the reverse of the Card next to the signature field. For the Master Card it is called CVC2. For the Visa Card it is called CVC2.

 Personal Account a savings and checking account in PLN maintained by the Bank for the Main Cardholder;

 Limit a Credit Limit, Card Limit, Daily Limit for Non-Cash Transactions and Daily Limit for Cash Withdrawals;

 Daily Limit for Non-Cash Transactions a maximum amount of non-cash Transactions that may be effected within 24 hours;

 Daily Limit for Cash Withdrawals a maximum amount of cash Transactions that may be effected within 24 hours;
- iours, card Limit a maximum amount of Transactions ncreasing the Debt amount, which can be made using the Card Limit -20.
- Additional Card Limit a maximum amount of Transactions increasing the Debt amount, which can be effected using the Additional Card, determined by the Main Cardholder within the Credit Limit;
- Main Cardholder within the Credit Limit;

 Credit Limit a maximum amount of the authorised Debt, determined by the Bank based on the Main Cardholder's request, and accepted by him/her;

 Monthly Limit for Non-Cash Transactions a maximum amount of non-cash Transactions that may be effected within one calendar month;

 Monthly Limit for Cash Transactions a maximum amount of cash Transactions that may be effected within one calendar month;

 MasterCard payment organisation mainteining as
- MasterCard payment organisation maintaining an international system of acceptances and settlements made via payment cards issued in the MasterCard
- Minimum Repayment Amount a minimum amount to be paid on account of the Debt existing on the last day of the Settlement Period, which is due on the day indicated in the Statement of Transactions; (27) Settlement Period – a period specified in the Agreement, during which

- Transactions are settled and for which the Bank issues the Statement of Transactions;

 Validity Period a date placed on the Card, until which the Card may be used, ending on the last day of the month indicated on the Card,

 Cardholder the Main Cardholder and Additional Cardholder:

- Cardholder Life Main Candidate
 Cardholder;

 Main Cardholder a consumer of full legal capacity who
 has entered into the Agreement with the Bank;
 Additional Cardholder a consumer, including a minor
 who has attained the age of 13 years, has not been
 legally incapacitated, and who has been issued the
 Additional Card by the Bank at the request of the Main
 Cardholder:

- legally incapacitated, and who has been issued the Additional Card by the Bank at the request of the Main Cardholder;

 Regulations these "Credit Card Regulations for Individual Customers at Bank BGZ BNP Paribas S.A.";

 Repayment Account the Bank's own PLN account designated by the Bank, used by the Main Cardholder to make payments on account of the Debt repayment;

 Pl@net System an electronic banking system, which is a software application operating in the Internet, and which, in particular, provides access to information on Cards and the Debt outstanding balance;

 Website the Bank's Internet site: www.bnpparibas.pl; Interest Rate Table the "Interest Rate Table" containing Debt interest rates for particular Card types or Transactions, and any other table of Debt interest rates, which supersedes the previous Table;

 Table of Commissions and Fees the "Table of Commissions and Fees for Bank Services Rendered to Individuals (conducting no business activity)", or the "Table of Commissions and Fees for Bank Services Rendered to Private Banking Customers", which contains all commissions and fees charged to the Main Cardholder, which supersedes any the aforesaid Tables;

 Customer Service Contact Centre a generally available, round-the-clock Bank's helpline that provides information about the Card and the Debt outstanding amount, and which allows customers to stop the Card, increase the Credit Limit, repay the Minimum Repayment Amount, the telephone number of the Customer Service Contact Centre is available on the Bank's Website. Using the Centre requires the Cardholder to operate a touch-tone dial telephone in a working order. Transaction a Non-cash Transaction or Cash Transaction;

- Transaction a Non-cash Transaction or Cash Transaction, Non-Cash Transaction a non-cash payment for goods or services made with the Card;

 Cash Transaction a cash withdrawal made with the Card at Automatic Teller Machines operating in the VISA or MasterCard system, at cashier desks of banks and other financial institutions, including commercial and service premises (often connected with payments of bills) via a POS terminal. Respective Transaction is authorized by the Cardholder / User, depending on a terminal type, with a personal signature or PIN;

 Verified Transaction a Transaction made upon the Bank's approval (verification by the Bank);

 Unverified Transaction a Transaction which, for reasons beyond the Bank's control, has been made without the Bank's required verification;

 Read-only Data Carrier a carrier which enables the Main Cardholder to store information addressed to him/her in a way accessible for future reference for a period of time adequate for the purposes of the information preparation, and which allows reproduction of the stored information in an unchanged form;

 Agreement a Card Agreement signed by and between the Main Cardholder and the Bank, which sets out the rules of using the Card and rendering other services by the Bank to the Cardholder;

 Visa a payment organisation maintaining an international system of acceptance and settlements of transactions made via payment cards issued in the VISA system;

 3D Secure Protection authorization of Transactions

- system;

 3D Secure Protection authorization of Transactions using the 3D Secure Password;

 Debt a debt of the Main Cardholder due to the Bank, which comprises amounts of Transactions made, interest accrued and commissions and fees calculated;

 Statement of Transactions a statement containing specifically a list of all Transactions made in a given Settlement Period, the Debt amount, Minimum Repayment Amount and its due date.

§2. Issuance of the Main Card

- The Card shall be issued upon the Bank's verification of the Cardholder's creditworthiness and upon the Agreement conclusion:

 a) the Bank sends an inactive Main Card, under a separate cover, to the address specified by the Main Cardholder,

 b) in the case of the Main Card, i.e. MasterCard BNP Paribas World Elite the Bank's employee personally hands over the inactive Main Card to the Main Cardholder, and the Bank sends PIN to the address given by the Main Cardholder.

- The PIN is made available only to the Main Cardholder, who may not disclose it to any other person. In the event of discovering any damage to an envelope containing the PIN, that enables any third parties to read it, or when the PIN is illegible, or where a letter containing the Card or PIN has not been received by the Main Cardholder he/she should immediately notify the Bank accordingly, in order to generate a new PIN or send the Card
- Main Cardiolder Tiel'site Should imiliterately flouly the Bank accordingly, in order to generate a new PIN or send the Card.

 The Cardholder may change the PIN using the Bank's ATMs or other ATMs where such a service is available. To change the PIN in an ATM, the Card and the existing PIN must be used. The list of the Bank's ATMs is available on the Bank Website and in the Bank Units. In case the existing PIN has been lost, the Cardholder may file an application to the Bank for generating a new PIN. The Bank sends a new PIN to the Cardholder's mailing address indicated by him/her.

 The Main Cardholder may file an application to the Bank for changing the PIN. The Bank sends a new PIN to the Main Cardholder to the mailing address indicated by him/her.

 The Main Cardholder is obligated to use the card and PIN or 3D Secure Password in accordance with the Agreement and the Regulations. The Main Cardholder upon receipt of the Card, PIN or 3D Secure Password is accordance with the Agreement and the Regulations. The Main Cardholder upon receipt of the Card, PIN or 3D Secure Password; it means that the Main Cardholder is obligated:

 a) to store and use the Card with due care,

 b) not to store the Card and PIN in one place
- - igated:

 to store and use the Card with due care,
 not to store the Card and PIN in one place,
 not to write down the PIN,
 not to give the Card, PIN, number of the Card and
 CVC2/CVV2 Code to unauthorised persons.
 not to write down the 3D Secure Password, likewise
 not to disclose it to unauthorised persons.

§3. Issuance of the Additional Card

- At the Main Cardholder's request, the Bank shall issue an At the Main Cardholder's request, the Bank shall issue an Additional Card to a person indicated by the Main Cardholder. An application for issuing the Additional Card shall simultaneously constitute a power of attorney granted by the Main Cardholder to the Additional Cardholder to make Transactions using the Additional Card and settle them by the Bank against the Credit Limit. The Bank may limit the number of Additional Cards that the Main Cardholder may apply for. Information on the acceptable number of Additional Cards that the Main Cardholder may apply for is available in the Bank's Units, Call Centre, Customer Service Contact Centre, or at the Website.

 The Bank delivers an inactive Additional Card to the Additional Cardholder to the address indicated in the

- The Bank delivers an inactive Additional Card to the Additional Cardholder to the address indicated in the application for issuing the Additional Card. Provisions concerning the Main Card activation, its signature, PIN and 3D Secure Password, as well as obligations related the use of the Main Card, PIN or 3D Secure Password shall apply to the Additional Card accordingly.

 The Bank may deny issuance of the Additional Card for the following reasons:

- accordingly.

 The Bank may deny issuance of the Additional Card for the following reasons:

 a) the Main Cardholder's failure to make timely payments of liabilities towards the Bank,

 b) the Cardholder's failure to comply with the provisions of the Agreement or the Regulations,

 c) receipt of information by the Bank that the Cardholder has been registered by another issuer of electronic payment instruments as a holder that has failed to duly perform an electronic payment instrument agreement.

 The Bank shall notify the Main Cardholder about the Bank's refusal to issue the Additional Card.

 The Main Cardholder's application for issuing the Additional Card to a minor shall, at the same time, constitute the Main Cardholder's consent granted to that person to effect Transactions and legal actions related thereto. In the event the Main Cardholder is not the minor's statutory representative, the consent of this minor's statutory representative, the consent of this minor's statutory representative is required.

§4. Rules for the Card Use

- The precondition for using the Card is to activate it. To this end, within 30 calendar days of its receipt, the Cardholder should activate the Card in the manner specified by the Bank in the information sent along with the Card. In the event the Card is not activated on time, the Bank may stop the Card.

 Before making his/her first Transaction, the Cardholder is required to affix, in the space provided for this purpose, his/her own signature matching the specimen signature put at the Bank.

 The Card may be used only by the Cardholder whose name and surname are placed on the Card.

 The Card may be used in its Validity Period, yet not longer than until it is stopped or the Agreement is terminated or expires. At the Bank's request, the Cardholder is obligated to return the Card after lapse of its Validity Period, after stopping the Card, and also after the Agreement termination or expiry.

- The Card may not be used for making Transactions related to the Cardholder's business activity. The Bank carries out Transactions, depending on the method used for making the Transactions, based on the Card number or other data indicated by a Merchant and a payment organisation, necessary for verifying or processing the Transactions, e.g. the Card's Validity Period, name and surname of the Cardholder, likewise the CVC2/CVV2 Code.
- CVC2/CVV2 Code.

 The Card is used to make the following Transactions:

 a) Non-cash Transactions upon presenting the Card at
 a Merchant's point of sale or at ATMs operating in
 the VISA or MasterCard system, or
 b) Non-cash Transactions at the Merchant's point o
 sale, remotely, without physical presentation of the

 - Card, or Cash Transactions cash withdrawals made with the Card at Automatic Teller Machines operating in the VISA or MasterCard system, at cashier desks of banks and other financial institutions, including at commercial-and-service premises via a POS terminal terminal.
- Card may be used for ordering Transactions in the

 - The Card may be used for ordering Transactions in the following manner:

 a) through affixing by the Cardholder of his/her personal signature matching the specimen signature on a charge document, or by entering PIN for the Transactions at the Merchant's point-of-sale and cash withdrawals at the bank's cashier desk;
 b) by entering PIN for Transactions made in ATMs or using another self-service device that requires an electronic identification of the Cardholder with PIN;
 c) by entering the 3D Secure Password without physical presentation of the Card for Transactions carried out remotely;
- electronic identification of the Cardholder with PIN;

 c) by entering the 3D Secure Password without physical presentation of the Card for Transactions carried out remotely;

 d) by providing information required by the Merchant, without physical presentation of the Card, without entering PIN and without signing a charge document by the Cardholder for Transactions made remotely;

 by placing the Card in an attended or unattended terminal, without affixing his/her personal signature by the Cardholder on a charge document, and without entering PIN for small-amount Transactions, made via attended or unattended terminals, for which verification with PIN or signature is not required, in particular while paying for parking places, motorways, etc.;

 f) without affixing his/her signature by the Cardholder on a charge document, and without entering PIN for non-cash transactions up to PLN 50 made with the Card in the MasterCard system (PayPass) by placing the Card in front of a contactless smart card reader. The Bank stipulates that in the case of the Transactions described in this section, it may be necessary to confirm such a Transaction with PIN or a signature on a charge document, or make the payment in a traditional way by inserting the Card into a terminal.

 Each of the aforesaid procedures of effecting the Transactions determines, at the same time, the manner of giving consent by the Cardholder or make such a Transaction by the Cardholder Authorisation is made at the time the Cardholder affixes his/her personal signature, or at the time of entering the PIN or 3D Secure Password, giving information required by the Merchant, or holding the Card in close proximity to a contactless payment reader, or swiping the Card through the reader, respectively.

 If effecting a Transaction requires currency conversion, the Transaction authorization also includes consenting to currency conversion, the Gransaction authorization also includes consenting to currency conversion.
- currency conversion.

 Unless otherwise stipulated in the Regulations, an instruction to effect a Transaction may not be cancelled after the Cardholder gave his/her consent to effect such a
- Transaction. The Bank receives an instruction to effect the Transaction

- Transaction.

 The Bank receives an instruction to effect the Transaction at the date on which it was submitted to the Bank by the Cardholder or at the date on which the instruction was given to the Bank by a payment organisation or other entity acting as an intermediary in the settlement.

 Where a Transaction is processed via ATM, the time of receiving the instruction by the Bank is deemed the day on which the Transaction was made.

 The Bank may refuse to effect the Transaction authorised by the Cardholder, if:

 a) it is against the applicable regulations; or

 b) the Cardholder failed to provide the Bank with information or documents necessary for the Bank to fulfil its obligations with respect to effecting the Transaction, or

 c) there is a reasonable suspicion that the instruction made is related to financing terrorist acts or criminal activity, or if the beneficiary of such a Transaction is an entity from the country (area) subject to economic or political sanctions recognised by the international community, or

 d) the Transaction amount exceeds the Limits determined in the Regulations, or

 e) the Card was blocked, stopped or its Validity Period expired.

 An instruction to make a Transaction which execution is
- expired
- expired.

 An instruction to make a Transaction, which execution is refused, is considered as not received. The Bank shall forthwith notify the Cardholder about refusal to effect an instruction, and if possible, reasons thereof and a procedure of correcting errors that caused the refusal, however, not later than on the date of the Transaction execution, unless such a notification could violate the law provisions.

 The Bank shall carry out the Transactions in the full amount without deduction of due fees and charges. Upon receipt of an instruction to execute a Transaction from the Cardholder, a payment organisation or other entity acting as an intermediary in the settlement the

- Bank shall perform the Transaction by crediting the account of a payment service provider of the Merchant at a time agreed between the Bank and the payment service provider of the Merchant, and in the case of cash withdrawals at ATMs the Bank shall provide respective funds immediately upon receipt of a funds withdrawal instruction.

- instruction.

 While making the Transaction, the Cardholder is obligated to present a proof of his/her identity at each request of the Merchant.

 The Merchant may refuse to accept a payment with the Card in the following situations:

 a) the Card is used after expiry of its validity period,
 b) the Card used was stopped,
 c) a signature on a charge document that confirms making the Transaction differs from the signature on the Card,
 d) the Cardholder has refused to

 - the Card, the Cardholder has refused to present his/her ID, the Card is used by an unauthorised person, the Merchant has been instructed to retain the Card
- by the Acquirer. Merchant may retain the Card in the following 20. The situations

 - the Card is used after expiry of its validity period, the Card used was stopped, a signature on a charge document that confirms making the Transaction differs from the signature on
- the Card, the Card is used by an unauthorised person, the Acquirer has instructed the Merchant to retain
- the Card.

 1. The Card may be automatically retained by an ATM in the event an incorrect PIN is entered three times in a row.

 2. If the Card is retained by the Merchant or ATM, the Cardholder shall immediately notify the Bank thereof.

 3. The Cardholder shall not use the Card for illegal
- purposes.

§5. Card Renewal

- If the Card is used pursuant to the Agreement, the Bank shall automatically renew the Card on the existing terms and conditions for a subsequent Validity Period, unless the Cardholder submits a statement on withdrawal from the Card renewal at least 60 days prior to the lapse of the current Validity Period.

 The renewed Card is sent to the Cardholder in the same way the previous Card was delivered. When the Card is renewed, its PIN is not changed. The renewed Card requires activation pursuant to the rules specified for the previous Card.

 The Bank shall not renew the Card for the following reasons attributable to the Cardholder:

 a) failure to timely pay the liabilities towards the Bank; b) failure to observe the Agreement or Regulations; c) receipt of information by the Bank that the Cardholder has been registered by another issuer of electronic payment instruments as a cardholder that has failed to duly perform an electronic payment instrument agreement.

 In the event the Bank discontinues the issuance of a specific Card type, the Bank may issue a different type of the Card (featuring the same or similar functionalities) to the Main Cardholder, including a Card issued within another payment organisation. The above-mentioned situation does not require conclusion of a written annex to the Agreement.

§6. Credit Limit and other Limits

- edit Limit and other Limits

 The Cardholder may effect Transactions using the Main Card up to the Card Limit, taking into account the Daily Limit for Non-Cash Transactions and Daily Limit for Cash Withdrawals. The Additional Cardholder may effect Transactions using the Additional Card up to the Additional Card Limit, taking into account the Daily Limit for Non-Cash Transactions and Daily Limit for Cash Withdrawals. The Additional Card Limit may not be higher than the Credit Limit.

 The Parties may increase the amount of the Credit Limit, subject to submission of such a request by the Main Cardholder and acceptance of the request by the Bank, or consent by the Main Cardholder for the Credit Limit increase in response to the Bank's proposal. The request and consent may be delivered in a written form, through the Plégnet system, Call Centre or Customer Service Contact Centre. The Bank prior to expressing consent for the Credit Limit increase or submitting to the Main Cardholder a proposal for the Credit Limit increase shall examine the Main Card Holder's creditworthiness.

 The Bank may reduce the Cedit Limit without the Main Card Holder, in writing or on a Read-only Data Carrier, of the changed Credit Limit, and if the Main Card Holder has given his/her consent thereto in electronic form.

 To change the Credit Limit in the above-mentioned manner, it is not required to comply with the procedure prescribed for the Agreement change.

 The Bank sets out the Monthly Limit in the amount of the Card Limit. The Bank changes the Monthly Limit at the request of the Main Card Holder. The Bank sets out the Daily Limit for Cash and Non-Cash Transactions in the amount requested by the Main Cardholder, provided that it may not be higher than the Credit Limit. 5. Each Transaction reduces the availability of respective Limits by the Transaction amount.

 Irrespective of the availability of respective Limits by the Transaction amounts of due interest, and

- Limit:

 a) Unverified Transaction amounts, and
 b) amounts of due interest, and
 c) amounts of due commissions and fees, and
 lf the Credit Limit is exceeded as a result of the Bank's
 charging the above to the Credit Limit, the amount
 exceeding the Credit Limit will increase the Minimum

- Repayment Amount specified in the Statement of Transactions for the Settlement Period in which such an overrun has occurred. Information on the above-mentioned Limits set out by the Bank is available in the Bank Units, on the Bank's Website, and through the Call Centre and Customer Service Contact Centre.

§7. Debt Repayment

- After the end of the Settlement Period, within 14 days, the Bank will send the Main Cardholder the Statement of Transactions concerning the Transactions made in this Settlement Period with the Main Card and Additional Cards, likewise due commissions and fees related to their issuance and use. Given the above, the Bank is not obligated to provide such information after each Transaction.

 In the event the Main Cardholder uses the Pl@net System, the Bank may send the Statement of Transactions in an electronic form via the Pl@net System. The Main Cardholder shall repay the Debt in at least the Minimum Repayment Amount and at dates indicated in the Statement of Transactions.

 In the event the Main Cardholder does not receive the Statement of Transactions for a given Settlement Period within 14 days of its end the Main Cardholder should immediately contact the Bank to determine the current outstanding Debt balance and the Minimum Repayment Amount, likewise its due date. The Main Cardholder may obtain information on the Minimum Repayment Amount at the Bank Unit or via Electronic Access Channels. The Main Cardholder repays the Debt by making payments into the Repayment Account. The repayment date is the date when the Repayment Account is credited with the payment amount. Each payment into the Repayment Account shall increase the availability of the Credit Limit by the amount of such a payment, on the second Business Day following the payment receipt at the latest.

- The Bank shall count any payments towards repayment of the Debt arising from the following titles and in the sequence specified below:

- a) interest,
 b) debt collection fees,
 c) commissions and fees,
 d) Cash Transactions.
 e) Non-cash Transactions.
 The Main Cardholder may repay the Debt based on the Automated Repayment instruction, provided that:
 a) he/she holds a Personal Account,
 b) the Automated Repayment instruction is submitted to the Bank in the Agreement or on a separate form delivered to the Bank via the Electronic Access Channels, or in person at the Bank's branch, which is equivalent to granting a consent to execute the Automated Repayment instruction (authorisation), and

- and
 c) sufficient funds are held in the Personal Account, which enable the Bank to execute the Automated Repayment instruction on the due date.
 The Automated Repayment instruction shall be deemed received by the Bank at the moment of its submission. Under the Automated Repayment instruction, the Bank will debit the Personal Account with the amount indicated in the Automated Repayment instruction and credit the Repayment Account with the same amount. The Automated Repayment service is provided starting from the next settlement period after submission of the instruction.

 If the Main Cardholder holds more than one Card whose repayment date falls on the same day and for which the
- instruction. If the Main Cardholder holds more than one Card whose repayment date falls on the same day and for which the Automated Repayment instruction has been placed, the Bank has the right to use the effected payment to reduce first the Debt of this Card whose Debt amount is higher. The Main Cardholder may change the contents of the Automated Repayment instruction or cancel it (and cancel authorisation for the Automated Repayment instruction), in particular through the Electronic Access Channel, not later than until the end of a Business Day preceding the agreed day of the Automated Repayment. While cancelling the authorisation, the Main Cardholder may stipulate that the cancellation refers to all future Automated Repayment instructions.

 The amount of repayment made that exceeds the current Debt bears no interest and does not increase the current Debt bears no interest and does not increase the current Debt repayment.

 In case of the Agreement termination or expiry, the Main Cardholder shall repay the entire Debt on the Business Day following the day when the Agreement is terminated or expires, at the latest.

 The Main Cardholder may use the skip payment option with respect to the Minimum Repayment Amount, i.e. its postponement to the next Settlement Period. The skip payment service for the Minimum Repayment Amount, i.e. its postponements:

 a) the skip payment does not refer to the Settlement Period immediately following the Settlement Period

- - uirements:
 the skip payment does not refer to the Settlement
 Period immediately following the Settlement Period
 in which the previous payment was skipped,
 the Main Cardholder shall notify the Bank of his/her
 intention to skip the payment at least two Business
 Days before the end of the Settlement Period
 concerned,
 the Main Cardholder has timely paid at least one
 Minimum Repayment Amount in a given calendar
 year,

 - year, the Main Cardholder is not in arrears with the repayment of the current Minimum Repayment Amount, the current Main Card Debt does not exceed the Credit Limit.

§8. Interest rate

The Bank shall calculate interest on the amount of executed Transactions and due fees or commissions connected with the Card use. The Credit Limit interest rate, according to which the interest is calculated on the Transactions executed and on due fees and commissions connected with the Card use - is specified in the Interest Rate Table and in the Agreement.

The Bank calculates interest starting from, respectively: the day of effecting the Transaction or the due date of commissions or fees, to the date preceding the Debt repayment date. However, in the event the Debt is repaid in full on the date indicated on the Statement of Transactions as the due date of the Minimum Repayment Amount, the Bank shall not calculate interest on the Debt amounts accumulated on account of commissions and fees and non-cash Transactions made in the Settlement Period, for which the Statement of Transactions has been prepared.

prepared. It is assumed that the interest is calculated based on the

prepared.
It is assumed that the interest is calculated based on the actual number of days, on which given Debt amounts remain unpaid, and that a year has 380 days.
The Credit Limit interest rate may be changed only if at least one of the following circumstances occurs in the period from the last interest rate change:

a) change of any of the following rates: lombard credit interest rate, rediscount rate of promissory notes/bills of exchange, reference rate, deposit rate, market yield of 1Y Treasury bills or market yield of the State Treasury bonds, set by the Monetary Policy Council, published by the National Bank of Poland, by at least 0.1%,
b) change in the YOY inflation rate announced by the Central Statistical Office by at least 0.1%.
C) change of the mandatory reserve rate, set by the Monetary Policy Council, published by the National Bank of Poland, by at least 0.1%.
The change should be understood as a change in the value of a given parameter as at the end of a Business Day compared to the value of the same parameter as at the end of any Business Day within the preceding three months.

- months.

 The Credit Limit interest rate corresponds, in terms of the change direction and amount, to the change of the ratio that initiated the change. The Credit Limit interest rate may be changed only once per a calendar quarter, and may not be changed after more than 3 months following the occurrence of the circumstance that justified the change. The Bank's interest rate may not be higher than the maximum interest stipulated in the Civil Code. The Bank will reduce the interest rate of the Credit Limit in the case of occurrence of the same circumstances that previously motivated the rate rise but now justify the rate decrease.

- previously motivated the rate rise but now justify the rate decrease. The Credit Limit interest rate may change within six months from the date of occurrence of the circumstance that constitutes the basis for the change. The Main Cardholder is notified about the change of the Credit Limit interest rate in the following manner: on paper, on a Read-only Data Carrier or, at the Main Cardholder's request, via electronic mail. Within 14 days of receiving information on the interest rate change, the Main Cardholder may terminate the Agreement, by giving 1-month notice, otherwise it is deemed that he/she has accepted the new interest rate and it is binding. Information on the prevailing interest rate of the Credit Limit is available in the Bank Units, via the Call Centre, Customer Service Contact Centre, and at the Website.

§9. Commissions, fees and costs

- mmissions, fees and costs

 The Bank shall charge commissions and fees as determined in the Table of Commissions and Fees for the Card issuance, Card renewal, drawing up a duplicate of the Statement of Transactions, service and settlement of Transactions and Fees.

 The Bank shall charge commissions and Fees to the Credit Limit on the day of occurrence of an event that is the basis for their calculation.

 Commissions and fees denominated in a currency other than PLN are translated into PLN at the sell rate applicable at the Bank on the day of charging the respective commission or fee to the Credit Limit. Information about the currently applicable rates of the Bank's commissions and fees is available in the Bank Units, Call Centre and at the Website.

 The Bank may change the Table of Commissions and Fees in the case of:

 a) implementation by the Bank of new functional, organisational, technical, IT or telecommunications solutions that affect the services rendered under the Agreement and the Regulations,

 b) implementation by the Bank of new banking products or modification to the existing ones, related to the actions under the Regulations,

 c) change in applicable law provisions, or issuance of recommendations, guidelines or interpretations by competent courts that affect the services provided under the Agreement and Regulations,

 d) occurrence of inflation (increase in prices of consumer goods and services) at the minimum level of 0.25% YOV, published for the preceding calendar month by the Central Statistics Office (BUS),

 e) change of the cost/income ratio of banks by at least 1% YOV, as published by the

(GUS), 1) change of average monthly salary in the enterprises sector by at least 1% YOY, as published by the Central Statistics Office (GUS), within the scope in which the occurrence of the above circumstances influences the change of costs incurred by the Bank in rendering services to the Customer under the Agreement and Regulations. A change of the Table of

Commissions and Fees will not require the Customer to

Commissions and Fees will not require the Customer to pay any fee for the service not used by him/her. To calculate the above costs, depending on the cost type, the Bank will take into account one, some or all of the aforementioned circumstances, proportionally to the influence they have on the costs actually incurred by Bank in rendering a given service. Change of the amount of fees and commissions should reflect the change of ratios used for their calculation.

Change of the amount of fees and commissions due to the occurrence of the above circumstances may be made only once per calendar quarter. The Bank shall reduce the amount of the fees and commissions in the case of occurrence of the same circumstances that previously justified the rate rise but now justify the rate decrease. While notifying the Customer of the change of the Table of Commissions and Fees, the Bank shall give the reason for making the change.

The Main Cardholder is notified about the change of the Table of Commissions and Fees not later than two (2) months prior to the proposed date of its change, specified in the notification. The Table of Commissions and Fees shall be changed in a manner applicable for the change of the Regulations. If the change of the Table of Commissions and Fees is favourable for the Main Cardholder, a prior notification is not required, and the Table of Commissions and Fees is favourable for the Main Cardholder, a prior notification is not required, and the Table of Commissions and Fees in the following manner: on paper, on a Read-only Data Carrier or via the Pl@net System, and at the Main Cardholder's request, via electronic mail.

In the event the Main Cardholder fails to fulfil his/her obligations under the Agreement or the Regulations, the Bank has the right to charge costs of any prompt notes or reminders to the Main Cardholder likewise to reduce the Credit Limit by the amount of such costs. In the event the Bank decides to pursue its claims against the Main Cardholder in court, the Main Cardholder's request,

§10. Rules of the Transactions settlement

All Transactions are posted to a card account in PLN.
All Transactions made using the Visa Card, effected in a currency other than PLN or the Card settlement currency, and then into PLN using a Visa exchange rate applicable on the Transaction processing date. All Transactions made using the Card, effected in the Card settlement currency, and then into PLN using Visa exchange rate applicable on the Transaction processing date. All Transactions made using the Card, effected in the Card settlement currency are converted into PLN using Visa exchange rates prevailing on the Transaction processing date. Any non-cash transactions and cash withdrawals made abroad are charged with a currency conversion commission in the amount specified in the Table of Commissions and Fees. All MasterCard Transactions, effected in a currency other than PLN or the Card settlement currency using a MasterCard exchange rate prevailing on the Transaction processing date, and then converted by the Bank into PLN at the EUR sell rate, prevailing at the Bank on the day of the Transaction settlement by the Bank all Transactions made with the Card, effected in EUR are converted by the Bank in DLN using the EUR sell rate, prevailing at the Bank in case of MasterCard cards, no commission is charged for currency conversion.

The settlement currency for Credit Cards is EUR, except for Visa Gold and Visa Platinum cards, for which USD is the settlement currency. Information on the current exchange rates for the Transactions is available in the Bank Units, on the Bank's Website or through the Call Centre.

\$11. Electronic Access Channels

- Ctronic Access Channels

 The Bank provides access to the information on the Cards, the Minimum Repayment Amount and the available Credit Limit amount: (i) to the Main Cardholder as regards all the Cards issued at his/her request or (ii) to the Additional Cardholders indicated by the Main Cardholder to information on the Additional Cards used by them. The above information may be accessed via the following Electronic Access Channels

 a) the Pl@net System,
 b) the Call Centre,
 c) the Customer Service Contact Centre.
 Information on the currently available Electronic Access Channels, their functionality and hardware requirements needed to use the Electronic Access Channels is available in the Bank Units, at the Website, and via the Call Centre and the Customer Service Contact Centre.

 The Bank grants access to the Call Centre after signing the Agreement. To start using the Call Centre services, the Main Cardholder needs to activate his/her access to the Call Centre. Such activation is not required in the event the Main Cardholder is already a user of the Call Centre.

 To start using the Pl@net System, the Main Cardholder

- Centre.

 To start using the Pl@net System, the Main Cardholder needs to be notified by the Bank of such option availability, and must activate his/her access to the Pl@net System after signing a relevant agreement. If the Main Cardholder has been provided access to the Electronic Access Channels by the Bank, in order to activate:
- - Electronic Access Channels by the balls, in older to activate:

 a) the Pl@net system it is necessary to connect to the Website and follow the instructions found there;

 b) the Call Centre it is necessary to contact the Call Centre and follow the instructions given by the

Bank's employee; an activation of the Card using the Call Centre may also be initiated by the Bank who gets in touch with the Main Cardholder,

To use the Customer Service Contact Centre, no prior service activation is required.

The Electronic Access Channel is deactivated based on a written explication filed by the Main Cardholder to the

service activation is required.
The Electronic Access Channel is deactivated based on a written application filed by the Main Cardholder to the Bank Unit or forwarded to the Bank using the relevant Electronic Access Channel.
The Cardholder shall maintain confidentiality of all the data, the disclosure of which might result in a situation when the Bank, during the identification process made using the Electronic Access Channels, would recognise an unauthorised person as the Cardholder, if the unauthorised person provided correct information necessary for identification, and specifically a password or identification code.

In the event the above information and, in particular: a password or access code, has been lost, stolen, skimmed or disclosed to an unauthorised person, or it is suspected that such a situation has occurred, the Main Cardholder shall immediately change the password or access code, respectively, or instruct the Bank to block further use of the relevant Electronic Access Channel.

To ensure security of services provided by the Bank via the Call Centre or Customer Service Contact Centre, all telephone conversations between the Cardholder and the Bank's employees may be recorded by the Bank on a selected information carrier and may be used as evidence in court proceedings.

Bank's employees may be recorded by the Bank on a selected information carrier and may be used as evidence in court proceedings.

The Cardholder gets access to information about Cards and the Credit Limit availability via the Electronic Access Channel after his/her identification by the Bank in the manner relevant for a given Electronic Access Channel. The Bank identifies the Cardholder specifically using an identification code, password or other information held by the Bank, which should be known solely to the Cardholder. To be identified by the Bank, the Cardholder should follow the instructions, which:

a) are presented in information materials provided to the Cardholder by the Bank via the Electronic Access Channel, which the Cardholder currently intends to use; the information given by the Cardholder which is requested by the Bank for the purpose of his/her identification must be consistent with the information held by the Bank and b) are forwarded to the Cardholder on a current basis by the Bank via the Electronic Access Channel, which the Cardholder on a current basis by the Bank via the Electronic Access Channel, which the information given by the Cardholder which is requested by the Bank for the purpose of his/her identification must be consistent with the information given by the Cardholder which is requested by the Bank for the purpose of his/her identification must be consistent with the information held by the Bank.

After three failed Cardholder's identification attempts, the Bank shall the access to information about the Card and Credit Limit availability via the respective Electronic Access Channel.

In order to restore the access to the Electronic Access Channel denied by the Bank, the Main Cardholder shall

Access Channel.

In order to restore the access to the Electronic Access Channel denied by the Bank, the Main Cardholder shall contact the Bank Unit or the Call Centre, and follow any instructions received from the Bank's employees.

Proper functioning of the Pl@net System requires a user to operate a computer workstation in good working order that:

that:

a) ensures access to the Internet network,
b) is equipped with the internet browser enabling the
use of SSL 3.0 128-bit protocol.

Proper functioning of the Contact Centre and the
Customer Service Contact Centre requires a user to
operate a touch-tone dial telephone in working order.

Detailed information on IT hardware requirements and
security rules necessary to use the Electronic Access
Channels is available in the Bank Units, at the Website or
through the Call Centre.

All Instructions submitted through the Electronic Access
Channels are duly captured, secured and stored by the
Bank.

§12. Notifications and Complaints

- iffications and Complaints

 In the event of non-performed or improperly performed Transactions or Transactions not authorised by the Cardholder, the Cardholder shall immediately notify the Bank accordingly. Such notification may be provided in person orally, in writing, over the phone or electronically, in each Bank Unit. If the Cardholder fails to notify the Bank within a period of 13 months from the date on which an unauthorized Transaction took place, or from the date of improper execution of the Transaction, or from the date on which the Transaction was to be made then the claims of the Cardholder towards the Bank in respect of unauthorized, not executed or improperly executed Transactions shall expire.
- not executed or improperly executed Transactions shall expire.

 The Main Cardholder shall lodge a written compliant to the Bank as to any unauthorized, not executed or improperly executed Transactions. Any complaint shall include all the information that might help process it, likewise copies of the documents which refer to a complained action and which specify the grounds for filing the complaint. At the Bank's request, the Customer shall provide additional information or documents if, in the Bank's opinion, such information or documents are essential to process the complaint.

 The Bank shall consider complaints immediately. Complaint processing time may be extended if consideration of the complaint requires obtaining documents or information from payment institutions or other entities acting as intermediaries in the settlement. In the event of a suspicion that an unauthorised Transaction has been made as a result of an offence committed the Cardholder, at the Bank's request, shall provide the Bank with the following documents:

- statement from the police or public prosecutor's office confirming that the Cardholder's reported the offence committed, a detailed description of the circumstances that accompanied the Card loss (date, location, description of the event), any other information needed to determine the extent of the liability of the Bank or the Cardholder.

§13.Stopping the Card

- The Cardholder may stop his/her Card. The Main Cardholder is entitled to stop all Cards issued at his/her
- The Cardholder may stop his/her Card. The Main Cardholder is entitled to stop all Cards issued at his/her request.

 In case of the Card loss, theft, appropriation, skimming, use of the Card by an unauthorised person, disclosure of the Card data or PIN to unauthorised person, or a suspicion of such situations occurrence the Cardholder is obligated to immediately stop the the Card by calling the telephone number specified in the provided handout or by contacting the Call Centre. Having identified the Cardholder, the Bank shall stop the Card, and at the request of the Main Cardholder, all the Cards issued at his/her request. The Bank shall immediately issue a new Card to the Cardholder to replace the stopped Card.

 When the Card is stopped, no Transactions can be made via it any longer. Once done, the Card stop cannot be undone, or the hold put on the Card cannot be released. When the Card has been recovered following its stopping, it may not be used again and, on the Bank's demand, it should be immediately returned to the Bank, or destroyed so that no information saved on the Card could be read. The Bank has the right to put a hold on or stop the Card or the Additional Card, irrespective of the Cardholder's will to the contrary, in the following cases:

 a) an incorrect PIN is entered three times in a row, b) death of the Cardholder, c) the Cardholder's failure to comply with the provisions of the Agreement or the Regulations, d) delayed Debt repayment, e) the Main Cardholder lost his/her creditworthiness necessary for using the Card, for the Cardholder has been registered by another issuer of electronic payment instruments as a holder that has failed to duly perform an electronic payment instrument agreement.

 9) justified suspicion that an unauthorised person is in possession of the Card, the Card's data or PIN, When a hold is put on the Card, no Transactions can be made with the Card until the hold is released by the Bank. Neither the Card stop nor hold shall release the Cardholder from the obligation to repa

- Bank. Neither the Card stop nor hold shall release the Cardholder from the obligation to repay the Debt. The Bank shall earlier notify the Cardholder of putting a hold on the Card, depending on the options to contact the Main Cardholder: over the phone or by e-mail, or if this is not possible immediately after the hold was put on the Card: over the phone, by e-mail or in writing. The Bank's obligation to inform the Main Cardholder accordingly is only excluded if it is unjustified due to security reasons or prohibited under law provisions.

 The Bank shall remove a hold on the Card upon cessation of the circumstances justifying the hold.

§14. Disclosure clauses

- The Bank informs the Cardholder that:

 a) personal data of the Cardholder are processed in connection with services provided by the Bank and used for purposes related to the Bank's activity;

 b) the Cardholder may access personal data that he/she agreed to disclose to the Bank, likewise correct them and object to the processing of such data.

 Under Article 105, item 4d of the Banking Law Act dated 29 August 1997, the Bank may furnish financial institutions that are subsidiaries of banks, through the Credit Information Bureau (Biuro Informacji Kredytowej SA), based in Warsaw, with information on the obligations arising out of the Agreement and related to the performance of banking actions.

 The Bank may render the data about payment obligations arisen under agreements related to performing banking actions, available to Economic Information Bureaus operating under the Act of 9 April 2010 on Disclosure of Economic Information and Exchange of Economic Data (lournal of Laws No. 81, item 530).

\$15. Return of authorized Transaction amount

The Main Cardholder may request the Bank to replenish the debited Credit Limit by the amount of the authorised Transaction that has already been made, or to return the amount of such Transaction, if:

a) at the time of authorization, no exact amount of the Transaction has been specified, and
b) the Transaction amount is higher than the amount the Cardholder could expected, taking into account the nature and value of the previous Transactions of the Cardholder, provisions of the Agreement and Regulations, likewise the relevant circumstances. The Main Cardholder shall then set out the factual circumstances indicating fulfilment of the abovementioned conditions, however he/she may not invoke any reasons related to currency exchange, if the exchange rate applied by the Bank or by Visa or MasterCard has been used for setting the FX rate.
Replenishment of the debited Credit Limit or the return covers the full amount of the Transaction made.
The Main Cardholder may apply for replenishment of the debited Credit Limit or return of the authorised Transaction amount within 8 weeks from the debiting of the Credit Limit.
Within 10 Business Days of receipt of the request to replenish the debited Credit Limit or return of the

Transaction amount - the Bank shall replenish the debited Card Limit or return the full Transaction amount, or provide justification for refusal to replenish the debited Card Limit or return of the Transaction amount, indicating the bodies to which the Main Cardholder may complain if s/he disagrees with the justification provided.

§16.Liability for the Transactions unauthorized by the Cardholder

- As regards the Transactions which have not been authorised by the Cardholder, the Bank is obligated to immediately replenish the debited Credit Limit up to the balance amount that would have existed if the Transaction had not taken place, subject to the provisions below.
- Transaction had not small be held liable for the Transactions not authorised by the Cardholder, up to a PLN equivalent of EUR 150, calculated at the mid-rate as announced by the National Bank of Poland and applied on the Transaction execution day, if a given Transaction results from:

the Transaction execution day, if a given Transaction results from:

a) the use of a lost Card or a Card stolen from the Cardholder, or b) appropriation of the Card or its unauthorised use as a consequence of breaching by the Cardholder the security obligations set out in the Regulations.

The Main Cardholder shall be held liable for unauthorised Transactions in their full amounts, if the Cardholder has effected them intentionally or due to wilful misconduct or gross negligence resulting in breaching at least one of the security obligations stipulated in the Regulations or the Agreement.

After reporting an alleged or actual threat to the Card security, in line with the rules specified in the Regulations, the Main Cardholder shall not be held liable for unauthorized Transactions, unless the Cardholder has effected them deliberately. If the Bank fails to provide an opportunity to report such occurrence, the Main Cardholder shall not be held responsible for unauthorised Transactions, unless the Cardholder has effected them deliberately.

§17. Rules of the Bank's liability

- The Bank's liability

 The Bank shall be liable towards the Main Cardholder for non-performance or improper performance of the Transactions, except for cases of force majeure, or if the non-performance or improper performance of the Transactions results from the law provisions, subject to the provisions of the Regulations relating to:

 a) the Bank's liability for the Transactions unauthorized by the Cardholder,

 b) refusal of the Bank to carry out the Transactions authorised by Cardholder.

 The Bank is also responsible for payment of fees and interest, charged to the Main Cardholder as a result of failure to execute or improper execution of a Transaction. If the Bank is held liable, in line with the aforesaid provisions, the Bank is obligated to immediately replenish the debited Credit Limit up to the balance amount that would exist of the Transaction has been properly effected. In the case of non-performance or improper performance of the Transaction, the Bank, regardless of the responsibility specified above, undertakes, at the Cardholder's request, immediate efforts to examine the Transaction and notifies the Cardholder about results thereof.

§18.Amendments to the Regulations

- The Bank may unilaterally amend the Regulations for material reasons, which include the following:

 a) introduction by the Bank of new functional, organizational, technical or ICT solutions, affecting the services provided under the Agreement and the Regulations, unless it negatively affects the Agreement performance and the Main Cardholder's interests,

- Regulations, unless it negatively affects the Agreement performance and the Main Cardholder's interests,

 b) introduction by the Bank of new banking products connected with the operations covered by the Regulations, or modification of the existing ones, unless it negatively affects the Agreement performance and the Main Cardholder's interests, change in applicable law provisions, or issuance of recommendations, guidelines or interpretations by competent courts that affect the services provided under the Regulations, insofar as their application is necessary or reasonable for proper performance of the obligations of the parties to the Agreement.

 The Bank may introduce the respective changes to the extent arising from the reason justifying such changes. The Bank shall notify the Cardholder of the changes made in the Regulations, not later than 2 (two) months prior to the proposed date of their entry into force. The respective notification can be made on paper, on a Read-only Data Carrier, or, at the Cardholder's request, via e-mail.

 The Cardholder prior to the entry into force of the proposed amendments to the Regulations may terminate the Agreement with immediate effect without incurring any additional fees, or voice an objection. In the event the Cardholder has raised an objection to the amendments to the Agreement and failed to terminate the Agreement, then the Agreement shall terminate on the date preceding the date of entry into force of the proposed amendments.

 If, before the date of entry into force of the proposed amendments.

 If before the date of entry into force of the amendments to the Regulations menter to the amendments to the Regulations are accepted by the Cardholder and are binding upon the parties from the date of their entry into force.

§19. Final provisions

- The Agreement is concluded for a definite period, equal to the Card Validity Period. In the event there is more than one Card issued, the Agreement duration period is equal to the expiry period of this Card, whose Validity Period expires the last.
- to the expire spired of this Card, whose valually Period expires the last.

 Each Card renewal results in prolongation of the Card Validity Period for the subsequent period.

 The Agreement may be terminated by either party. A notice period for the Main Cardholder is one month, and for the Bank two months. The Agreement may be terminated in full or in part that pertains to the Additional Card.

 The Agreement shall terminate at the moment of the Main Cardholder's death, at the latest.

 The Bank may terminate the Agreement in case the Main Cardholder has lost his/her creditworthiness required for using the Card, as well as due to the following material reasons:

The Bank may terminate the Agreement in case the Main Cardholder has lost his/her creditworthiness required for using the Card, as well as due to the following material reasons:

a) breach of the provisions of the Agreement or the Regulations by the Cardholder,
b) delayed Debt repayment,
c) receipt of information by the Bank that the Cardholder has been registered by another issuer of electronic payment instruments as a holder that has failed to duly perform an electronic payment instrument as a failed to duly perform an electronic payment instrument agreement.

In the event the Agreement is terminated, the commissions and fees for using the Card charged periodically are due to the Bank for the term of the Agreement only. Fees paid in advance shall be refunded proportionally.

The Bank has a right to contact the Cardholder by telephone in matters related to his/her use of the Card, in particular, in order to confirm the Transaction.

The Main Cardholder shall immediately notify the Bank about any change of his/her personal data included in the Agreement, and about any change of the Additional Cardholders' personal data, included in an application for the Additional Card issuance.

The Cardholder hereby gives his/her consent to recording by the Bank, using electronic information carriers, his/her telephone conversations with the Bank, likewise using these recordings for evidence purposes.

At any time in the course of the Agreement, the Main Cardholder may demand that the Bank makes the provisions of this Agreement, the Regulations and the Table of Commissions and Fees available to him/her. Moreover, in accordance with the above-mentioned entitlement, the Main Cardholder may demand that the Bank Units, information about fees, interest rates, exchange rates, the manner of communication, protective and remedial measures, changes to the Regulations, the Table of Commissions and Fees, changes to the Agreement and its termination, including procedures for disputes settlement with the Bank, pursuant to Article 27 of t

§20.Contact with the Bank and language of the Agreement

Any correspondence addressed to the Bank should be submitted to any Bank Unit or sent to the address of the Bank Should not the Bank's registered office.

The Bank shall make a contact form available to the Cardholder on its Website.

The Bank shall make the Call Centre available to the Cardholder to the extent specified in the Regulations, in the chapter on Electronic Access Channels.

The Parties will communicate in Polish or in English. The Agreement shall be concluded in Polish. Upon the Main Cardholder's request, the Agreement may be drawn up in two language versions: Polish and English, however, the Polish language version shall prevail if the Main Cardholder is a citizen of the Republic of Poland. The Agreement may be drawn up in English upon the request of the Main Cardholder who is not a Polish citizen, however, such Main Cardholder has the right to receive the Agreement or other documents in Polish.

§21.Governing Law and Disputes Resolution

rening Law and Disputes Resolution

This Agreement shall be governed by Polish Law. Any disputes arising out of the Agreement shall be resolved by the court competent under the general rules stipulated in the Code of Civil Procedure. The Polish Financial Supervision Authority, located at Plac Powstańców Warszawy 1, 00-950 Warsaw, supervises the activity of the Bank. The Cardholder may lodge a complaint regarding the Bank's activity to the Polish Financial Supervision Authority if the Bank's activity violates any provisions of the law. The President of the Office for Competition and Consumer Protection, Plac Powstańców Warszawy 1, 00-950 Warsaw, is the regulatory authority competent in matters of consumer protection. The Cardholder may use the procedure of extrajudicial settlement of disputes by the Bank Arbitrator acting at the Polish Banks Association. Rules for access to

arbitration and description of the respective procedure are included in the Regulations for the Bank Consumer Arbitration, available in the office of the Polish Banks

Association at ul. Kruczkowskiego 8, 00-380 Warszawa, or on the website of the Polish Banks Association – www.zbp.pl.