

§1. Definitions

Terms and expressions used in these Regulations shall have the following meaning:

- 1) **Acquirer** – a bank or entrepreneur who has entered into an agreement with the Bank on the settlement of the Transactions, and who concludes agreements with Merchants on accepting payments made with the Card;
- 2) **Merchant** – an entrepreneur at whose point-of-sale the logo of a Payment Organisation under which a Card is issued, is displayed, and who, under an agreement with the Acquirer, accepts payments made with the Card for goods or services sold at its point-of-sale;
- 3) **Mobile Application** – an application installed on Mobile Devices with Android or iOS software – made available through the Electronic Access Channels;
- 4) **Authorisation** – a consent to make the Transaction, expressed by the Account Holder or the Card User in the manner specified in the Regulations;
- 5) **Bank** – BNP Paribas Bank Polska Spółka Akcyjna, with its registered office in Warsaw;
- 6) **Bank-o-phone** – an automated self-service telephone system of the Bank, being a part of the Bank's Call Centre, that operates based on the previously recorded voice messages; once the Card User gets through to the Bank-o-phone, he/she gives instructions using the telephone keyboard;
- 7) **ATM (Automated Teller Machine)** – a device marked with the Payment Organisation logo which enables the Card User to make cash withdrawals or other additional operations using the Card, which can be made owing to the functionality of this device;
- 8) **BiznesPI@net** – one of the Internet Banking Systems made available to Customers via Electronic Access Channels (EKD);
- 9) **Call Centre** – a telephone banking system used by the Bank that allows customers to obtain information about a Card, and place specific instructions or orders, executed by a consultant or automatically via the Bank-o-phone;
- 10) **Settlement Cycle** – a repetitive period after the end of which the Bank generates a Statement;
- 11) **Value Date** – the moment from which or until which the Bank charges interest on funds with which the Card Account has been credited or debited;
- 12) **Expiry date** – the date till which the Card may be used, falling on the last day of the month indicated on the Card;
- 13) **AIS Provider** – an entity other than the Bank, rendering to the Account Holder a service of providing information on the Card Account and related Transactions (AIS service);
- 14) **CAF Provider** – an entity other than the Bank, issuing to the Account Holder a payment card or another payment instrument based on a payment card, which – upon the Account Holder's consent – will be linked to the Card Account indicated by the Account Holder in such a way that the Bank will confirm – at the request of the CAF Provider – the availability of the amount on the Card Account necessary to make the Transaction executed on the basis of the aforementioned payment instrument (CAF service);
- 15) **PIS Provider** – an entity other than the Bank, rendering to the Account Holder a service of initiating Cashless Transactions from the Card Account (PIS service);
- 16) **Available Balance** – the amount of funds on the Card Account, up to which the Transactions may be effected using a Debit Card or a Multi-currency Card, including the amounts available within the Card Account overdraft limit granted, decreased by the funds blocked in order to settle the effected Transactions, seizures made by authorised bodies and other blocks put by the Bank;
- 17) **Business Day** – each day from Monday to Friday, except for public holidays;
- 18) **Electronic Access Channels(EKD)** – technical and functional solutions provided by the Bank that specifically enable access to information and performing the actions connected with the Card support via fixed line and/or wireless connection devices used by the Account Holder or the Card User; detailed information about functionalities and support of the EKD is provided in the Bank's Units, on the Website or in the Call Centre;
- 19) **EEA** – the European Economic Area covering the EU member states as well as Norway, Liechtenstein and Iceland;
- 20) **3D Secure Password** – a password sent via a text message (SMS) to the number of the Card User's mobile phone, used as an additional security measure for Online Transactions made with those Merchants that offer such a security measure (marked e.g. as a MasterCard SecureCode or Verified by Visa);
- 21) **Biometric Identifier** – a record of an individual characteristic feature of the Card User, including physical features (e.g. fingerprint, facial image) enabling verification of the Card User's identity;
- 22) **Personalised Security Credentials** – individual features used for Authentication purposes, also as part of the Authorisation process, in particular specified confidential personal data, processes, codes, passwords, numbers (such as passwords used under the Payment Instrument, CVC2/CVV2 code, SMS code, PIN, 3D Secure Password or Biometric Identifier);

- 23) **Payment Instrument** – a personalised security device or solution defined by the Bank, enabling a clear identification of the Card User, used for placing Instructions or Orders, Authorisation or for obtaining information on the Card Account, including the Card, and the Card-related solution enabling to make Contactless Transactions in the form of an application installed on a Mobile Device using the NFC technology, PIN number, EKD identifier, SMS code, the Authorisation Method for the Mobile Application, including the PIN code for the Mobile Application, and other means of that type, ensuring at least the same level of security, offered by the Bank in the future in place or in addition to the existing ones, accepted for use by the Account Holder;
- 24) **Bank Unit** – the Bank's branch, sub-branch or the Bank's franchise branch, in which the Bank's activity is conducted. The list of all the Bank Units is available on the Website, at the Call Centre or the Telephone Customer Service Centre and in each Bank Unit;
- 25) **Card** – a Debit Card, Multi-currency Card and Charge Card;
- 26) **Debit Card** – a payment card issued by the Bank to the Card Account;
- 27) **Multi-currency Card** – a payment card issued to the Card Account, with the possibility to indicate by the Account Holder an Associated Account as an additional account to that Card, in which case it allows Transactions that are settled by the Bank against the Card Account or the Associated Account, in accordance with the rules set forth in the Regulations;
- 28) **Charge Card** – a payment card issued by the Bank to the Card Account.
- 29) **CVC2/CVV2 Code** – a three-digit security code found on the back of the Card;
- 30) **Associated Account** – the FX Account indicated by the Account Holder as an additional account used for settling Transactions made with a Multi-currency Card; the Associated Account may be indicated by the Account Holder at the time of applying for the issue of the above Card or after its issuing, in a separate application filed in the Bank's Unit or through the selected Electronic Access Channels;
- 31) **Standard Rate** – the exchange rate fixed by the Payment Organisation, available on the Payment Organisation's website (Mastercard: www.mastercard.com/global/currencyconversion/index.html and VISA: www.visaeurope.com/making-payments/exchange-rates) used for conversion of Transactions made by Card in accordance with the Agreement/Regulations;
- 32) **Limit** – Global limit, Card Limit, Daily Transaction Limits;
- 33) **Global Limit** – maximum amount of Transactions that may be effected in the Settlement Cycle via all Charge Cards issued to the Card Account. The Global Limit is cumulative for all Charge Cards issued to the Card Account;
- 34) **Card Limit** – fixed by the Account Holder the maximum amount of Transactions that can be made in the Settlement Cycle by the Card User using a Charge Card, or in a calendar month for a Debit Card and a Multi-currency Card;
- 35) **Daily Transaction Limits** – the maximum amount or number defined by the Account Holder, separately for each type of Transaction that may be made using the Card within the day;
- 36) **MasterCard** – a Payment Organisation maintaining an international system of acceptances and settlements made via payment cards issued in the MasterCard system;
- 37) **Authorisation Method for the Mobile Application** – an individual, confidential number authorising Transactions ordered in the Mobile Application (PIN code for the Mobile Application or Biometric Identifier) or any other method of authorising Transactions in the Mobile Application, selected by the Card User from among the methods indicated in the Bank's Units, on the Website or in the Telephone Customer Service Centre;
- 38) **Unauthorised Overdraft** – exceeding the Available Balance due to effecting the unverified Transaction or debiting the Card Account with due amounts of commissions and fees, or due to settlement of the Transactions made with the Charge Cards;
- 39) **Payment Organisation** – a card organization whose members are financial institutions that form the settlement system for Transactions made using the Cards, including MasterCard Worldwide or Visa;
- 40) **PIN** – a confidential identification number assigned to the Card;
- 41) **Card User** – an Account Holder who is a natural person to whom a Card has been issued or a natural person with full legal capacity authorised by the Account Holder to make Transactions in his/her name and on his/her behalf using a Card issued to him/her;
- 42) **Account Holder** – a legal person or an organisational unit without legal personality, which obtained legal capacity under the Act, likewise any natural person conducting business activity on his/her account, including an entrepreneur who concluded an Agreement with the Bank;
- 43) **Card Account** – a settlement account in PLN or EUR, or in another currency, maintained by the Bank for the Account Holder, against which the Transactions made with a Debit Card, Multi-currency Card or Charge Card are settled;
- 44) **FX Account** – a bank account maintained by the Bank for the Account Holder, payable at each request, kept in a Foreign currency; the list of currencies is available in the Bank's Units, on the Website or at the Telephone Customer Service Centre;
- 45) **Regulations** – these "Regulations on the issuance and use of debit and charge cards for entrepreneurs at BNP Paribas Bank Polska S.A.";
- 46) **Strong Authentication** – Authentication based on the use of at least two elements categorised as knowledge, possession or features of the Card User (e.g. a password and SMS Code);
- 47) **Website** – the Bank's website: www.bnpparibas.pl;
- 48) **Internet Banking System** – the system of wired or wireless communication, enabling online access to the Bank and support of its products;
- 49) **Tariff of Commissions and Fees** – a document indicated in the Agreement that includes a list of commissions and fees charged to the Account Holder and any other superseding list of commissions and fees;

- 50) **Telephone Customer Service Centre** – a generally available, round-the-clock Bank's helpline to provide Customers with information about banking products and to execute specific instructions or orders;
- 51) **CAT Terminal** – a self-service terminal (e.g. at petrol stations, ticket machines) used for making Cashless Transactions;
- 52) **Transaction** – a Cash Transaction or Cashless Transaction;
- 53) **Cashless Transaction** – a payment for goods or services made with the Card;
- 54) **Cash Transaction** – a cash withdrawal with the use of a Card at cashier desks in banks, ATMs or POS marked with the logo of the Payment Organisation under which the Card has been issued;
- 55) **Correspondence and Phone Transaction** – a Remote Transaction made based either on a written order sent by the Card User via mail, facsimile or a phone order placed by the Card User;
- 56) **Online Transaction** – a Remote Transaction executed via the Internet;
- 57) **Remote Transaction** – a Cashless Transaction performed without the physical presentation of the Card, which consists in providing the Unique Identifier, Expiry Date of the Card and other parameters which identify the Card User or the Card, that enable to authorize the Cashless Transaction by means of communication at a distance, including means of electronic communication;
- 58) **Cash Back Transaction** – a service under which cash can be withdrawn at appropriately marked sales outlets provided that a Cashless Transaction with the use of a Debit Card / Multi-currency Card is executed at the same time;
- 59) **Contactless Transaction** – a Transaction made via a POS terminal using either the contactless functionality of a Card or a Card-linked solution for making Contactless Transactions, available in the form of the NFC technology-based application installed on a Mobile Device;
- 60) **Durable Medium** – a medium which enables the Card User to store information addressed to him/her in a way accessible for future reference for a period of time adequate for the purposes of information preparation, and which allows an unchanged reproduction of the information stored, including that transmitted via electronic mail or SMS;
- 61) **Agreement** – an agreement concluded between the Account Holder and the Bank, under which a Card has been issued;
- 62) **Unique Identifier** – 16-digit number embossed on the Card;
- 63) **Mobile Device** – a multi-functional portable device with access to the Internet, which combines features of a computer or a smartphone;
- 64) **SMS Service** – a service provided by the Bank consisting in sending short messages (SMS) concerning the Transactions to the mobile phone number indicated to the Bank;
- 65) **Act** – the Payment Services Act of 19 August 2011;
- 66) **Authentication** – a procedure enabling the Bank to verify the identity of the Card User or the validity of the Card or Payment Instrument used thereby, including the use of Personalised Security Credentials;
- 67) **Cash Deposit Machine (CDM)** – a device which allows for depositing cash in PLN into a Card Account with the use of a Debit Card or a Multi-currency Card issued to the said Card Account;
- 68) **Visa** – a Payment Organisation maintaining an international system of acceptances and settlements made via payment cards issued in the Visa system;
- 69) **Statement** – a statement containing, in particular, a list of Transactions settled in a given Settlement Cycle;
- 70) **Order/Payment Order** – a statement of the Card User addressed to the Bank containing the Transaction execution order.

§2. Scope of the Regulations

These Regulations shall apply to agreements concluded by the Bank for the issue of:

- 1) Debit Card - for Corporate Customers and Customers from the Segment of Small and Medium-sized Enterprises (SME);
- 2) Multi-currency Card – for Corporate Customers and Customers from the Segment of Small and Medium-sized Enterprises (SME);
- 3) Charge Cards – for Corporate Customers, Customers from the Segment of Small and Medium-sized Enterprises (SME) and Business Customers (Micro-enterprises).

§3. Issuance of the Card

1. The precondition for issuance of the Card is holding by the Account Holder of a bank account with the Bank. In addition, in the case of the Charge Card it is required that the Account Holder has capacity to timely repay the debt arising upon use of the Charge Card.
2. Under the valid offer the Bank issues various Card types for a designated person, including contactless-enabled cards and cards with the functionality to view the Card Account balance, as instructed by the Account Holder.
3. The Account Holder's request for issuance of the Card constitutes, at the same time, a specific power of attorney for the Card User indicated in it, authorizing him/her to effect the Transactions against the Card Account.
4. No more than one Card of the same type may be issued in favour of one Card User to the same Card Account.
5. In the case of a Multi-currency Card, the Account Holder may identify one Associated Account maintained in a given Currency, while the Account Holder may at any time amend or delete the Account Associated with that Card by placing an instruction in the Bank's Unit or through the selected Electronic Access Channels. The list of currencies in which the Associated Accounts may be maintained is available in the Bank's Units, on the Website or at the Telephone Customer Service Centre.

6. The Account Holder may withdraw from the Agreement in respect of the Card issuance and use within 14 days of the date of receipt of the first Card by the Card User, provided that no Transaction has been made with that Card. The withdrawal from the Agreement shall be made in writing otherwise it shall be deemed null and void. In the event the Account Holder exercises its right of withdrawal from the Agreement, the Bank shall be entitled to charge the Account Holder with the preparation costs of the Cards issued, in the amount specified in the Tariff of Commissions and Fees.
7. The Card User is obliged to use the Card, PIN and 3D Secure Password in accordance with the Agreement and the Regulations. Upon receipt of the Card, PIN and 3D Secure Password, the Card User shall take measures to prevent unauthorised use of the Card, PIN and 3D Secure Password; in particular the measures specified in Article 13, paragraph 1 below.

§4. Rules for the Card use

1. After the conclusion of the Agreement, the inactive Card shall be sent to the correspondence address given by the Card User to the Bank, valid at the Bank on the date of dispatch of the Card, only and solely in the territory of the Republic of Poland. The correspondence address must not be a post office box or a mail stop.
2. Immediately upon receipt of the Card, the Card User shall activate the Card and assign a PIN number to it.
3. The Card shall be activated by the Bank immediately, no later than on the Business Day following the day when the Card User has placed an instruction to activate the Card.
4. The Card Activation can be performed:
 - 1) through the selected Electronic Access Channels; or
 - 2) at any ATM using a PIN number; or
 - 3) by making a Cashless Transaction using a PIN number (apart from a Contactless Transaction); or
 - 4) in the Bank's Unit subject to a positive verification.
 In exceptional cases, the Card may be activated by a person named by the Account Holder in the power of attorney, in accordance with the model used by the Bank.
5. If the card is not activated within 30 days of its dispatch, the Bank shall be entitled to its stopping.
6. The Card User shall assign his/her own PIN number through the selected Electronic Access Channels.
7. The PIN number may be changed by the Card User to any, four-digit new PIN number through the selected Electronic Access Channels and in ATMs offering such an opportunity. A change of the PIN number shall be effected immediately after its confirmation by the Bank.
8. At the request of the Account Holder or the Card User, the PIN number may be generated in the form of an SMS to the provided phone number of the Card User, and in the absence of such a number in paper format. The PIN number shall be sent to the last domestic correspondence address given by the Card User.
9. If a Card or PIN number is not received within 14 days of the date of concluding the Agreement or applying for a Card, the Card User shall notify the Bank thereof. In such a case, the Bank shall, at the request of the Account Holder, stop the Card and send a new card with a PIN number. If a new Card is issued, the Bank shall not charge a fee to the Account Holder in excess of the costs that the Bank incurs directly in connection with the issuance of such a new Card.
10. In the event of discovering any damages of an envelope containing a Card or a PIN number that enable any third parties to read the details, or when a PIN number is illegible, the Account Holder or the Card User shall immediately notify the Bank of this fact in order to generate a new PIN number or send a Card.
11. The Card shall be used for making Transactions related to the Account Holder's business activity only. A Cardholder may not use the Card contrary to the provisions of law; in particular he/she should not purchase goods and services prohibited by law at the place of making the Transaction.
12. The Card may be used only by the Card User whose name and surname can be seen on the Card.
13. The Card may be used before its Expiry Date, however, not longer than until the day of stopping the Card, or the day of termination or expiry of the Agreement in respect of issuance and use of the Cards. At the Bank's request, the Account Holder is obligated to return to the Bank all the Cards issued to the Card Account, after the lapse of their Expiry Dates, after stopping the Card, likewise after termination or expiry of the Agreement in respect of issuance or use of the Cards.
14. The Card may be used in Poland and abroad. It enables the User to:
 - 1) pay for goods and services at Merchants outlets identified by the symbol of the Payment Organisation, the logo of which appears on the Card;
 - 2) withdraw cash at ATMs and other authorised entities identified by the symbol of the Payment Organisation, the logo of which appears on the Card;
 - 3) place Payment Orders at a distance in the form of postal, telephone and Internet orders;
 - 4) submit Payment Orders concerning the execution of Contactless Transactions by the Bank, provided that the contactless functionality is confirmed by the functionality mark appearing on the Card;
 - 5) deposit cash in facilities enabling the execution of such an operation; the list of devices is available on the Website.
15. Any and all Transactions that require confirmation with PIN or 3D Secure Password and those confirmed with a correct PIN or 3D Secure Password are treated by the Bank as Transactions made by the Card User.
16. The Bank executes Transactions depending on the manner of their making, on the basis of the Unique Identifier indicated by the Card User and other data indicated by the Merchant or the Payment Organisation, necessary to verify or process the Transaction, e.g. the Card Expiry Date, the Card User first name and surname, the CVC2 Code.
17. The Bank offers an option to make cash deposits in CDMs located near the selected branches whose list is available on the Website, under the following rules:
 - 1) cash deposits made into the Card Account via the CDM cannot be made in coins;
 - 2) the cash deposited into the Card Account through a CDM shall be counted and made available in this Card Account at the moment of cash deposit; whereas any cash deposits made on non-Business Days shall be recorded on the Card Account on the first Business Day following the cash deposit date;
 - 3) the maximum quantity limit for a number of banknotes in cash deposits at CDMs is 200 banknotes for a single cash deposit.



The principles of making cash deposits at CDMs are available in the Bank's Units or at the Call Centre and at the Telephone Customer Service Centre.

18. The Card User shall perform the Authorisation of a Cashless Transaction by:
 - 1) entering the PIN to POS or CAT Terminal and approval of the Order in the case of physical presentation of the Card or by signing the transaction confirmation, for Transactions executed outside the EEA, in accordance with the specimen signature put on the reverse of the Card;
 - 2) providing the number of the Card, its expiry date, CVV2/CVC2 Code or the 3D Secure Password or providing the 3D Secure Password and security question or using the Authorisation Method for Mobile Application (after making it available by the Bank) and approving the Order for a Transaction executed without physical presentation of the Card;
 - 3) holding the Card or the Mobile Device for making Contactless Transaction (through a Card-linked application installed on it) in close proximity to a contactless payment reader in case of a Contactless Transaction up to the limit, the amount of which is available on the Website, at the Call Centre or at the Telephone Customer Service Centre;
 - 4) holding the Card or the Mobile Device in close proximity to a contactless payment reader with simultaneous entry of a PIN number and approval of the Order – in the case of Contactless Transactions above the amount limit referred to in item 3, or where the aggregate amount of Contactless Transactions from the last application of Strong Authentication exceeds 150 EUR;
 - 5) entering the Card to the CAT Terminal, which requires no PIN, and making via the terminal a purchase of services or goods.
19. The Card User shall perform the Authorisation of a Cash Transaction by:
 - 1) inserting the Card into an ATM, providing a PIN number and approving the Order – in the case of cash withdrawals from ATMs;
 - 2) holding the Card or the Mobile Device in close proximity to a contactless payment reader, providing a PIN number and approving the Order – in the case of cash withdrawals at an ATM using the contactless technology;
 - 3) inserting the Card into a CDM, providing a PIN number and approving the Order – in the case of cash withdrawals from CDMs;
 - 4) entering a PIN number to POS and approving the Payment Order or by putting the signature compliant with the specimen signature on the Card for Transactions outside the EEA – in the case of Transactions executed at cashier desks in banks and other financial institutions.
20. Any Online Transactions can be additionally protected by a 3D Secure Password.
21. In order to use the 3D Secure Password, it is necessary to make a one-time activation of access to such security measure while making an Online Transaction.
22. Entering an incorrect 3D Secure Password shall block the option to use this Authorisation method.
23. The option to use the 3D Secure Password may be unblocked in the selected Electronic Access Channels or in the Bank's Unit.
24. The fourth entry of an incorrect PIN number on a given day shall block the option to use a PIN number until the end of the day.
25. To activate the contactless functionality, a Transaction should be made by inserting the Card into a terminal and using the PIN number.
26. The Card User can enable or disable the option of making Contactless Transactions in the selected Electronic Access Channels and in the Bank's Unit.
27. Contactless Transactions can be made with the use of a Mobile Device under the condition of:
 - 1) holding a Card and installing of an appropriate application or a Mobile Application on a Mobile Device,
 - 2) holding the NFC-based Mobile Device which meets the application requirements.
28. Once the SMS service is made available by the Bank, the Card User may, from the moment the first Card is issued, use the SMS service, subject to the following conditions:
 - 1) the fee for the SMS Service is specified in the Tariff of Commissions and Fees and charged against the Card Account;
 - 2) The Card User may terminate the SMS service at any time by placing an appropriate instruction, provided that the fee due for the calendar month in which the above instruction was placed is collected in accordance with the Tariff of Commissions and Fees;
 - 3) at any time during the term of the Agreement, after the termination of the SMS service, the Card User may reactivate the SMS service by placing the relevant instruction.
29. Any manner of ordering a Transaction described above also determines the manner of consenting by the Card User to effect the Transaction (Transaction authorization by the Card User). Authorisation takes place, respectively, at the moment the Card User affixes his/her own hand signature, consistent with the specimen signature, on a charge document, or at the moment of entering PIN, entering the 3D Secure Password, giving information required by the Merchant, or by holding the Card in close proximity to a contactless payment reader or swiping the Card through the reader.
30. In the case of a Transaction, the effective Authentication of the Card User by the Bank is equivalent to the Authorisation of the Transaction, unless the circumstances of a given case indicate that, despite the Card User's Authentication the Authorisation attempt has failed.
31. If execution of a Transaction requires a currency conversion, an Authorisation of the Transaction shall also include a consent for the currency conversion.
32. Unless otherwise stipulated in other provisions of the Regulations, the instruction to execute a Transaction may not be cancelled once the Card User has consented to effect it (Card User's Authorisation).
33. The Bank receives the instruction to execute a Transaction on the day when it was placed at the Bank by the Card User or on the day when the instruction was delivered to the Bank by the payment organisation or other entity acting as intermediary in the transaction settlement.
34. The moment of receipt of the Payment Order shall be the moment when the Payment Order was received by the Bank. In the event the Bank receives the Payment Order on a day other than a Business Day, the Payment Order is deemed to be received on the first Business Day following that day. The Bank shall not debit the Card Account maintained for the Account Holder before receiving a Payment Order.
35. The Bank has the right to refuse to execute the Transaction authorized by the Card User in the following cases:
 - 1) its execution would be inconsistent with applicable laws; or



- 2) such refusal is possible or mandatory under separate provisions; or
 - 3) The Card User failed to provide the Bank with information or documents necessary for the Bank to fulfil its obligations associated with executing the Transaction; or
 - 4) there is a reasonable suspicion that the Instruction placed is associated with 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
 - 5) the Transaction amount exceeds the Available Balance or the Limits defined in the Regulations or the Agreement; or
 - 6) for Charge Cards, the Transaction amount exceeds the Global Limit or Card Limit; or
 - 7) The Card has been put on hold, stopped or its Expiry Date has passed; or
 - 8) The Card User fails to present an identity document at the request of the Bank's employee; or
 - 9) the Card Account was blocked.
36. An order to execute the Transaction, which has been refused, shall be deemed not received. The Bank shall immediately notify the Card User of its refusal to execute the order, the underlying reasons thereof, and the procedure of rectifying errors, no later than on the date set for the Transaction execution as specified in the Regulations, unless such a notification could lead to a breach of the provisions of law by the Bank.
37. The Bank shall execute Transactions in full amounts, without deducting due fees and commissions from them.
38. The Bank may charge a fee for notification about refusal to execute the Transaction in the amount not exceeding reasonable costs incurred by the Bank, if the refusal was reasonably justified, including in particular with a lack of funds on the Card Account.
39. Upon receipt of an Order the Bank shall execute the Transaction by crediting the account of the 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 – makes the funds available immediately upon receipt of an order of funds withdrawal.
40. While making the Transaction, the Card User shall 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 particular, in the following situations:
- 1) using the Card whose Expiry Date has passed;
 - 2) using the Card that has been stopped;
 - 3) a signature put on a charge document does not match the specimen signature on the Card;
 - 4) the Card User refuses to present an ID document;
 - 5) the Card is used by an unauthorised person;
 - 6) the Acquirer has instructed the Merchant to retain the Card.
41. The Merchant may retain the Card in the following situations:
- 1) a signature put on a charge document does not match the specimen signature on the Card;
 - 2) an incorrect PIN is entered three times in a row;
 - 3) the Card is used by an unauthorised person;
 - 4) the Acquirer has instructed the Merchant to retain the Card.
42. If the Card is retained by the Merchant or ATM, the Card User shall immediately notify the Bank thereof.
43. The Bank shall provide the AIS Provider, within the scope specified by the Account Holder, with any and all information pertaining to the Card Account and Transactions related thereto, necessary for the provision by that entity of a service of providing access to the information about the account. Notwithstanding the scope of the consent given to the AIS Provider by the Account Holder, the Bank shall not provide the AIS Provider with any specially protected payment data.
44. The Account Holder may place an order for execution of a Cashless Transaction from the Card Account available on-line via the PIS Provider. The Bank shall execute such Cashless Transactions on the same terms as Cash transactions ordered by the Account Holder acting directly. The Bank is authorized to execute Cashless Transactions ordered through the PIS Provider under different rules than it usually executes Cashless Transactions, as long as it is justified by objective reasons, and in particular by the time of execution, priority nature of the Cashless Transaction or amount of fees.
45. The Bank, at the request of the CAF Provider, shall immediately confirm the availability on the Card Account of the amount necessary to perform the Transaction executed on the basis of a card issued by that provider, if: (i) the Card Account is available online at the moment the CAF Provider is submitting the request, (ii) the Account Holder has given a consent to the Bank to provide answers to such requests of the CAF Provider, and (iii) the consent referred to in item (ii) was given by the Account holder before submitting the first request for confirmation by the CAF Provider.
46. The Bank shall confirm cash availability to the CAF Provider by responding “yes” or “no”, without specifying the Card Account balance.
47. The confirmation will not enable the Bank to block funds in the Card Account.
48. The Account Holder can apply to the Bank for providing data that identify the CAF Supplier and the reply given.
49. The above provisions shall not apply to Transactions initiated through payment instruments based on a payment card, whereon electronic money is kept.
50. In the event a Transaction is initiated by or through a payee in connection with a Transaction executed using a payment card, and its exact amount is unknown at the moment when the Account Holder gives a consent to the Transaction execution, the Bank may block funds in the Card Account only when the Account Holder has agreed to blocking the exactly specified amount of funds. Once the Bank receives the payment order, the funds blocked in the Card Account shall be released immediately, upon receiving information about the exact amount of the Transaction.
51. The Account Holder may at any time revoke the power of attorney to use the Card issued to the person authorised by him, provided that the Card is returned to the Bank. In case of failure to return the Card and upholding the decision to revoke the power of attorney, the Card shall be stopped by the Bank.
52. The Account Holder may permanently block all the Cards associated with its Card Account.
53. In the event of the death of a Account Holder being a natural person or a declaration of bankruptcy, liquidation or cessation of activities of a trader who is not a natural person, further use of a Card issued to the duly authorised person is not permitted. The Card User shall be held liable for the Transactions made after the death of the Account Holder who was a natural person, or after a declaration of bankruptcy, liquidation or cessation of activities of a trader who is not a natural person. The Bank, upon receipt of

information about the death of the Account Holder who was a natural person, or after a declaration of bankruptcy, liquidation or cessation of activities of a trader who is not a natural person, shall stop all Cards issued to the Card Account.

54. The Card User shall not use the Card for illegal purposes.

§5. Strong Authentication

1. The Bank shall use Strong Authentication where the Account Holder or the Card User:
 - 1) obtains online access to the Card Account;
 - 2) initiates an electronic payment transaction;
 - 3) uses a remote channel to carry out an activity potentially related to a fraud risk connected with payment services, or to other irregularities.
2. In the case of Transactions, Strong Authentication shall be applied in the manner specified in Article 4 paragraphs 18-19.
3. The Bank may not use Strong Authentication in cases provided for by the provisions of law or decisions of competent authorities.

§6. Card renewal and replacement

1. If the Card is used in accordance with the Agreement, the Bank shall automatically renew the Card on the existing terms and conditions until the next Expiry Date, unless the Account Holder has notified the Bank of withdrawal from the Card renewal at least 60 days prior to the lapse of the current Expiry Date.
2. The renewed Card shall be delivered by the Bank by post to the correspondence address last given to the Bank by the Card User.
3. The renewed Card shall be activated in line with the rules specified for the previous one. The renewed Card may have a new PIN.
4. The Bank may decide not to renew the Card, if prerequisites authorising the Bank to terminate the Agreement arise.
5. In the event the Bank discontinues the issuance of a specific Card type, the Bank may issue a different type of the Card to the Account Holder, including a Card issued within another Payment Organisation. The Card renewal is considered accepted upon its activation.

§7 Limits

1. A Debit Card or a Multi-currency Card may be used to make Transactions up to the amount of the Available Balance taking into account the Daily Transaction Limits and the Card Limit.
2. A Charge Card may be used to make Transactions up to the Card Limit granted for this Card, taking into account the Daily Transaction Limits.
3. The total amount of the Transactions made with all Charge Cards in a given Settlement Cycle may not exceed the amount of the Global Limit.
4. The information about the amounts of the maximum Daily Transaction Limits set by the Bank is available on the Website, in the selected Electronic Access Channels and in the Bank's Units.
5. The Account Holder may at any time change the Card Limit or the Daily Transaction Limits for each of the Cards, by placing an instruction in the selected Electronic Access Channels and in the Bank's Unit. A change shall not apply to Contactless Transactions and Transactions executed in CAT Terminals.
6. The value of a single Cash Back Transaction may be executed under the limits set by Payment Organisations. As at the Agreement conclusion date, the maximum limit for a single Cash Back Transaction is PLN 500.
7. The Bank reserves the right to change the Global Limit or the Card Limit specified in the Agreement without the consent of the Account Holder, in the event of untimely repayment of dues by the Account Holder, or a threat to timely repayment of receivables by the Account Holder. The Bank shall immediately notify the Account Holder of the aforesaid changes made.

§8. Commissions, fees and costs

1. For the performed actions related to the issuance and service of the Cards, the Bank shall charge commissions and fees in accordance with the rules set out in the Agreement, under the Tariff of Commissions and Fees.
2. The Bank reserves the right to unilaterally make a change to the Tariff of Commissions and Fees if at least one of the following circumstances occur:
 - 1) changes in the amount of costs the Bank incurs for performance of activities covered by the Regulations, in particular prices of electricity, telecommunications, or ICT connections;
 - 2) changes in the scope, manner or form of performance of activities to which the commission or fee refers;
 - 3) the need of adjusting the level of commissions and fees for performance of activities covered by the Regulations to competitive offers;
 - 4) amendments to the provisions of law that result in an increase of costs of the Bank's operations covered by the Regulations;
 - 5) change in the macroeconomic conditions resulting in an increase of costs of the Bank's operations covered by the Regulations.
 - 6) the introduction of new services;
 - 7) extension of the offer.
3. The Account Holder shall be notified about the changes in the Tariff of Commissions and Fees not later than fourteen (14) days prior to the proposed date of its change, specified in the notification. The Tariff of Commissions and Fees shall be changed in the same manner as that applicable to the change of the Regulations.

4. If the change of the Tariff of Commissions and Fees is favourable for the Account Holder, a prior notification is not required, and the Tariff of Commissions and Fees applicable at the Bank is available in the Bank's Units, at the Bank's Website, via the Call Centre and in the Telephone Customer Service Centre.
5. In the event of failure by the Account Holder to comply with the obligations under the Agreement or the Regulations, the Bank shall have the right to charge the Account Holder with the costs of reminders or calls for payment and to reduce the amount of the Available Balance by the amount of these costs. In the event the Bank decides to pursue its claims against the Account Holder in court, the Account Holder shall be additionally charged with court fees, likewise the costs of enforcement proceedings. The amount of the costs of calls for payment and reminders is defined in the Tariff of Commissions and Fees. The court fees and costs of enforcement proceedings are governed by the relevant provisions of law.

§9. Rules of the Transactions settlement

1. Transactions made using a Card are executed against:
 - 1) The Card Account or the Associated Account in the case of a Multi-currency Card;
 - 2) The Card Account – in the case of other Cards.
2. Each Transaction executed with a Debit Card or a Multi-currency Card, at the moment it is made, results in a reduction of the Available Balance by the amount of such a Transaction through its blocking by the Bank. The block shall be lifted at the moment the Card Account is debited with the Transaction amount and the amount of commissions and fees for the Transaction after the Bank has received, from the respective payment organization, information that the Transaction had been processed. The block shall be also lifted after 7 days of the Transaction performance, in the event the Bank has received no information on its processing; the Bank shall reduce the Available Balance by the amount of such a Transaction upon receiving information on its processing by a given Payment Organisation.
3. The Account of the Debit Card issued to the PLN account and the Charge Card Account shall be debited with the Transaction amount in PLN. For the Debit Card issued to the EUR account the Account of the Debit Card shall be debited with the Transaction amount in EUR.
4. Subject to paragraph 5, Transactions using a Multi-currency Card shall be settled against the Associated Account, where the Transaction is ordered in the currency of the Associated Account and:
 - 1) the amount of funds available in this Associated Account at the time of ordering the Transaction is sufficient for its execution and the Bank has been requested by the Payment Organisation or the Acquirer to confirm whether funds needed for the settlement of the Transaction are available in the Associated Account, or
 - 2) The Bank has not received, from the Payment Organisation or the Acquirer, a request for confirmation whether funds needed for the settlement of the Transaction are available in the Associated Account.
5. Transactions using a Multi-currency Card other than those referred to in paragraph 4 shall be settled against the Card Account.
6. Transactions executed by a Multicurrency Card in the form of cash withdrawals in EUR at an ATM in Poland shall always be settled against the Card Account.
7. Transactions made using a Charge Card as well as commissions and fees shall be charged to the Card Account at the end of the Settlement Cycle. Transactions made in previous Settlement Periods, which were settled in the current Settlement Cycle, shall be charged to the Card Limit and the Charge Card Global Limit in the current Settlement Cycle. The Account Holder is obligated to provide sufficient funds in the Card Account to cover the debited amounts on account of the Transactions made with all Charge Cards issued to the Card Account, on the first day following the end of each Settlement Cycle.
8. Making by the Card User of the Transactions with the Charge Card and debiting the Card Account with fees and commissions, which entail exceeding the Card Limit, however staying within the Global Limit, shall automatically result in a corresponding increase in the Card Limit.
9. In particular, the following prerequisites may constitute grounds for reduction of the Global Limit by the Bank:
 - 1) failure to timely settle the liabilities towards the Bank;
 - 2) lack of creditworthiness;
 - 3) failure to observe the provisions of the Agreement or the Regulations.
10. The reduced Global Limit shall be applicable from the next full Settlement Cycle, which falls after the Settlement Cycle in which the Bank notified the Account Holder of the Global Limit change.
11. At the request of the Account Holder, the Bank shall submit a written information of the reasons for reducing the Global Limit.
12. Transactions are processed in the currency of the country in which they are made, unless it is possible to select currency of a given operation at the terminal, which is used by the Merchant, or at a given ATM.
13. Transactions using Mastercard Cards (excluding a Debit Card issued to the Card Account in EUR or the Multi-currency Card) executed:
 - 1) in a currency other than EUR, shall be converted at the Standard Rate by Mastercard on the day of settling the Transaction by that Payment Organisation, and then converted by the Bank into PLN at the sell rate for EUR applicable at the Bank on the day of settling the Transaction by the Bank;
 - 2) in EUR, shall be converted by the Bank into PLN at the sell rate for EUR, applicable at the Bank on the day of settling the Transaction by the Bank.
16. Transactions using a Debit Card issued to the Card Account in EUR executed:
 - 1) in a currency other than EUR, shall be converted into EUR at the rate applied by Mastercard on the day of settling the Transaction by that Payment Organisation.
 - 2) in PLN, shall be converted by the Bank into EUR at the buy rate for EUR, applicable at the Bank on the settlement day.
17. Transactions with a Multi-currency Card against the Card Account, executed:
 - 1) in a currency other than EUR, shall be converted into EUR by the Payment Organisation at the Standard Rate applicable in that Payment Organisation on the date of settling the Transaction by it, and then converted by the Bank into Polish zlotys (PLN) at the first published sell rate for EUR applicable at the Bank on the day of settling the Transaction by the Bank. The settlement shall be made on the basis of the instructions received from the Payment Organisation;



- 2) in EUR – shall be converted by the Bank into Polish zlotys (PLN) at the first published sell rate for EUR, applicable at the Bank on the day of settling the Transaction by the Bank. The settlement shall be made on the basis of the instructions received from the Payment Organisation;
18. In the case of Visa Cards, Transactions made:
- 1) in the currency, for which the Bank publishes the rate in the exchange rate table, shall be converted into the Polish zlotys (PLN) at the first published sell rate indicated in the exchange rate table applicable on date of settling the Payment Transaction. The rate shall be increased by the Bank's commission for conversion, in the amount indicated in the Tariff of Commissions and Fees;
 - 2) in the currency, for which the Bank does not publish a rate in the exchange rate table, shall be converted, subject to the provisions of item 3), to the US dollars (USD) at the VISA rate applicable on the date of settling the Payment Transaction and then converted into the Polish zlotys (PLN) at the first published sell rate of the US dollar (USD), applicable at the Bank on the Transaction settlement date, increased by the Bank's commission for conversion, in the amount indicated in the Tariff of Commissions and Fees;
 - 3) in the escudo currency of Cape Verde (CVE), Comorian franc (KMF), franc of the Central African Republic (XAF), Côte d'Ivoire franc (XOF), Polynesian franc (XPF), for which the Bank does not publish a rate in the exchange rate table, shall be converted into euro (EUR) at the VISA rate applicable on the Transaction settlement date. Then, they shall be converted into the Polish zlotys (PLN) at the first sell exchange rate of euro (EUR), applicable at the Bank on the Transaction settlement date, extended by the Bank's commission for conversion, in the amount indicated in the Tariff of Commissions and Fees.
19. Detailed information on currency exchange rates and types of settlement currencies applied by the Payment Organisation is available on the Websites of Payment Organisations.
20. Information on the current foreign exchange rates for Transactions can be obtained in the Bank Units, on the Website, through the Call Centre and in the Telephone Customer Service Centre.
21. The Account Holder shall be liable towards the Bank for the Transactions made with all Cards issued to the Card Account. The Account Holder shall provide sufficient funds on the Card Account to settle the Transactions and due commissions and fees.
22. In the event the Unauthorised Overdraft occurs on the Card Account, the agreement under which the Bank maintains the Card Account, and the respective regulations and the tariff of commissions and fees constituting its integral part shall be applicable accordingly.
23. Failure to repay the full amount of debt arising from the settlement of the Transactions made with the Charge Cards, along with interest, within 5 days after the Settlement Cycle, shall authorize the Bank to take enforcement actions in order to recover the amounts due to the Bank and stop block the Charge Cards issued.
24. The day of completion of the Settlement Cycle shall be determined by the Account Holder in the Agreement.
25. The Account Holder may at any time, subject to paragraph 26, change the end date of the Charge Card Settlement Cycle by placing at the Bank a relevant instruction in writing or over the phone (via the Call Centre).
26. With respect to the first Settlement Cycle of the Charge Card, or when the change referred to in paragraph 25 is made, the Settlement Cycle cannot be shorter than 14 days and longer than 44 days.
27. The change for the Charge Card, referred to in paragraph 25, shall be effective as of the next Settlement Cycle following the Settlement Cycle, in which the change has been made.

§10. Statement

1. A Statement is a confirmation of debiting the Card Account for the use of the Card. In the case of:
 - 1) Debit card, Multi-currency card – the Bank shall make available, at least once a month, a bank statement in a manner and within the deadlines set for the Card Account,
 - 2) Charge Cards – the Bank shall make available, once a month, a Statement for a given Settlement Cycle:
 - a) Account Holders using the Biznes PI@net system – in electronic form, through that System,
 - b) in paper form, by mail, by ordinary mail sent to the last correspondence address of the Account Holder known to the Bank.
2. The Account Holder shall, at least once a month, provide the Card User with information about Transactions made by the Card.
3. The Account Holder is obligated to notify the Bank of failure to receive the Statement, no later than 14 days after the expected delivery of the Statement.

§11. Electronic Access Channels

1. The Bank provides access to the information on the Cards and the available Limit amounts to: (i) the Account Holder – as regards all Cards issued at his/her request or (ii) Card Users – to information on the Cards used by them. The above information may be accessed via the selected Electronic Access Channels.
2. Information on the Electronic Access Channels currently made available by the Bank, their functionality and hardware requirements needed to use the Electronic Access Channels is available in the Bank's Units, on the Website, and via the Call Centre and the Telephone Customer Service Centre.

§12. Complaints and Notifications

1. The Account holder may file with the Bank complaints (reservations) regarding the services provided by the Bank.
2. Complaints shall be lodged immediately, after the occurrence of circumstances raising doubts of the Account Holder or the Card User, which will make it easier and quicker to reliably handle a complaint.
3. Complaints may be filed:



- 1) in writing – in person in the Bank's Units or the Bank's Head Office or by mail to the address of the Bank's Unit or the Bank's Head Office;
 - 2) orally – by phone at the Call Centre;
 - 3) personally for the record in the Bank's Unit or the Bank's Head Office, by electronic means – via electronic banking systems or via a complaint form on the Website.
4. Full contact details of the Bank's branches and Head office are provided on the Website and in the Bank's Units.
 5. Once the Account Holder / Card User has filed a complaint, the Bank shall consider it and give a response to the Account Holder / Card User in paper or using another Durable Medium, save that providing any response to the Account Holder / Card User being an individual by electronic means shall take place at the request of the Account Holder / Card User.
 6. The Bank shall consider complains concerning the Transactions and other services regulated by the Act on Payment Services and give a response thereto immediately, but no later than within 15 Business Days of the day of receiving a complaint. To observe the time limit it is sufficient to send the reply before the time limit expiry. In particularly complex cases that prevent the Bank from considering the complaint and providing a response within the above time frames, in the information delivered to the Account Holder / Card User, the Bank shall explain the reason for the delay, specify the circumstances that need clarification and sets a time scale for considering the complaint that cannot exceed 35 Business Days of the complaint receipt.
 7. In the event that a complaint cannot be considered due to the need to obtain additional information or documents, including those from other institutions participating in the execution or settlement of a complained Transaction (e.g. other bank – in the case of complaints regarding withdrawals at an ATM belonging to that bank, or other entity – in the case of a Transaction made at a point of sale), the Bank, despite pending complaints procedure, shall conditionally credit the Card Account with the amount of the complained Transaction. If any complaint proves to be unjustified, the Bank shall debit the Card Account with the conditional crediting amount.
 8. It is recommended to attach relevant documents to the complaint, such as copies of any bills, confirmations generated by an ATM or other documents related to the Transaction and proving that the complaint is justified, in particular:
 - 1) when cancelling a Transaction at the Merchant outlet, the Card User shall make sure that the Merchant, having accepted the payment made with the Card, effects a corrective transaction and issues a relevant document confirming the transaction amount return made;
 - 2) in the case of online Transactions related to reservations or transactions made by post/phone, the Card User shall have a reservation code, and in the case of cancellation – a reservation cancellation code;
 - 3) in the case of difficulties when paying with the Card, the Card User shall have a document confirming that the payment of the amount due was made in some other manner;
 - 4) the Card User shall have receipts confirming the Transactions failed, rejected, etc.;
 - 5) in the case of complaints concerning Transactions made with a Card which was put on hold or used by unauthorized persons (e.g. theft), it is recommended to report an offence to law enforcement authorities and attach the notification of offence to the complaint lodged,
 9. At the request of the Account Holder / Card User, the Bank shall provide them with a confirmation that a complaint has been lodged, according to the lodging manner or in any other way agreed upon.
 10. The Polish Financial Supervision Authority (KNF) is the body which supervises the Bank.
 11. Details of the terms and conditions of submission of the dispute for resolution to the KNF are available on the given Website.
 12. The Account Holder has the right to use the procedure of extra-judicial dispute settlement before the Court of Arbitration at the Polish Financial Supervision Authority. The regulations of this court are available on the website www.knf.gov.pl and in the case of the Account Holder who is a natural person, also at the Financial Ombudsman.
 13. If the complaint is deemed justified, the Bank shall credit the Card Account with the amount complained about, with the date at which this Account was debited.

§ 13. Card and PIN protection

1. The Card User shall:
 - 1) keep/use the Card and data of the Card, and protect individual security features of the Card (including PIN) with due care,
 - 2) not keep the Card and PIN together;
 - 3) immediately report a loss, theft, misappropriation or unauthorised use of the Card;
 - 4) not make the Card, data of the Card and individual security features of the Card available to unauthorised persons;
 - 5) not record the PIN number and the 3D Secure password;
 - 6) not disclose the Unique Identifier and CVC2/CVV2 Code, except for the situation where the disclosure is necessary to make a Remote Transaction or a report, referred to in item 2;
 - 7) immediately sign the received Card in accordance with the specimen signature put at the Bank;
 - 8) conduct ongoing monitoring of the Card Account in respect of Transactions made and promptly notify the Bank of unauthorised, non-executed or improperly executed Transactions.
2. The Account Holder or the Card User is obliged to immediately inform the Bank about:
 - 1) loss of the Card;
 - 2) Card theft;
 - 3) disclosure of the PIN number to third parties;
 - 4) disclosure of the Card details to unauthorised persons;
 - 5) other events preventing unauthorised persons from using the Card; requesting the Card stopping.
3. The Account Holder and the Card User may request for the Card stopping:
 - 1) by phone via the Call Centre or the Telephone Customer Service Centre;



- 2) in any Bank's Unit;
 - 3) through the Internet Banking System by the message module or via the selected Electronic Access Channels; or
 - 4) in another bank's branch, marked with the logo of the Payment Organisation under which the Card was issued (if the Card is lost abroad).
4. While reporting a loss, theft, misappropriation or unauthorised use or destruction of the Card to the Bank, the person submitting a report shall receive:
- 1) oral – when a report is made by phone;
 - 2) written – when a report is made at the Bank's Unit;
 - 3) electronic – in the case of EKD;
confirmation of receipt of the report.
5. In the event the report referred to in paragraph 2 has been received and the Card has been put on hold as the ATM retained the Card, the Bank shall replace the blocked Card with a new one.
6. The Card User's notification of loss, theft, misappropriation or unauthorised use of the Card shall be free of charge and the amount of fees charged by the Bank in connection with the necessity to issue a new Card in the place of the Card to which a notification pertained shall not exceed the costs directly related to its issuance.
7. Where the Account Holder has given their consent to a PIS Provider to provide services of initiating payments, or to an AIS Provider to provide services of access to information on the account or where information is provided to such entities on the Card Account and the Transactions related thereto or such entities are enabled to initiate payments from the Card Account, it shall not be considered as a violation of aforementioned safety rules.
8. The Bank may refuse the PIS Provider or AIS Provider access to a given Card Account for objectively justified and duly documented reasons related to unauthorized or illegal access to the Card Account by such an entity, including unauthorized initiation of a Cashless Transaction.
9. In such a case, the Bank shall in an agreed manner inform the Account Holder of the refusal of access to the Card Account and its reasons. Such information shall be given, if possible, to the Account Holder prior to the refusal of access and, at the latest, immediately after such refusal, but no later than on the Business Day following the date of such refusal, unless such communication would not be advisable for objectively justified safety reasons or contrary to separate regulations. The Bank shall make it possible for the PIS Provider or AIS Provider to access the Card Account immediately following the cessation of the reasons justifying the refusal.

§ 14. Liability rules

1. In the event of an unauthorised Transaction reported to the Bank, on account of which the Account Holder does not bear any liability, the Bank shall immediately, however not later than by the end of the Business Day following the date of finding the occurrence of such unauthorised Transaction or the date of receipt of a relevant notification made by the Account Holder in accordance with the terms and conditions set forth in the Regulations, shall restore the debited Debit Card or Multi-currency Account or the Charge Card Limit to the state that would have existed, if an unauthorised Transaction had not occurred.
2. The Bank shall not return the amount of an unauthorized Transaction to the Account Holder, if it has reasonable and duly documented grounds to suspect fraud and shall inform in writing the law enforcement authorities about it.
3. The Bank shall prove a refund of the unauthorised Transaction by providing on the next Statement the information on conditional crediting of the Card Account with the amount of the complained Transaction along with its posting date.
4. The Account Holder shall be liable for unauthorised Transactions (up to the full amount) occurring as a result of:
 - 1) use of the Card lost by the Card User or stolen from the Card User, or
 - 2) misappropriation of the Card or its unauthorized use as a result of infringing by the Card User of any of the obligations referred to in Article 13 paragraphs 1-2.
5. The Account Holder shall be responsible for unauthorised Transactions up to the full amount, if the Card User has finalised them intentionally or due to an infringement of one of the obligations set out in Article 13 paragraphs 1-2 as a result of negligent failure to exercise due diligence, including the principles pertaining to the use of the Card, immediate reporting to the Bank or to the entity designated by the Bank a loss, theft, misappropriation or unauthorised use of the Card or unauthorised access to the Card, or taking the necessary measures to prevent the breach of individual security credentials of the Card, in particular the principles of keeping the Card with due diligence and not making it available to unauthorised persons.
6. The Account Holder shall not be liable for unauthorised Transactions made with a Card issued by Mastercard, if he/she has complied with due diligence in securing that Card prior to its unauthorised use and, upon confirmation of unauthorised use of the Card, immediately notified the Bank thereof, in accordance with the MasterCard principle called *Zero liability rule*. In such a case, the Bank can apply the Mastercard procedures while notify the Account Holder thereof.
7. The Bank shall be liable towards the Card Account Holder for non-performance or improper performance of the Transactions, except for cases of force majeure occurrence, or if non-performance or improper performance of the Transactions results from the provisions of law, subject to the provisions of the Regulations relating to:
 - 1) the Bank's liability for the Transactions unauthorised by the Card User;
 - 2) refusal of the Bank to carry out the Transactions authorised by the Card User.
8. The Account Holder's claims against the Bank for unauthorised, non-executed or improperly executed Transactions shall expire within 3 months of the day of settlement of these Transactions on the Card Account or the date on which the transaction was to be executed, if the Account Holder had not notified the Bank of such an event.

§ 15. Card Stop and Hold



1. In case of the Card loss, theft, appropriation, skimming, use of the Card by an unauthorised person, disclosure of the Card data or PIN or 3D Secure Password to an unauthorised person, or a suspicion of such situations occurrence, the Account Holder or the Card User is obligated to immediately stop the Card by calling the telephone number specified in the provided handout or by contacting the Call Centre or the Telephone Customer Service Centre.
2. The Card User is entitled to stop the Card with his/her name and surname placed on it. The Account Holder is entitled to stop all Cards issued at his/her request.
3. Having identified the Card User, the Bank shall stop the Card, or at the request of the Account Holder - all the Cards issued at its request. The Bank shall immediately issue a new Card to the Card User to replace the stopped Card.
4. The Card stop causes a permanent blockage of the possibility to make Transactions using this Card. Once done, the Card stop cannot be undone, or the hold put on the Card cannot be released.
5. When a Card is retrieved following its stop, it cannot be used again and, upon the Bank's request, it should be immediately returned to the Bank or destroyed so that no information contained on the Card could be read.
6. The Bank shall have the right to stop the Card or put a hold on it in the following cases:
 - 1) submission by the Account Holder / the Card User of a resignation from using the Card;
 - 2) a suspicion that the Card is being used by an unauthorised person or that data from the Card or from the Individual Security Credentials have been intercepted, and an attempt to contact the Account Holder / the Card User by phone has failed;
 - 3) for security reasons of the Bank's computer system;
 - 4) termination of the Agreement;
 - 5) an incorrect PIN or incorrect 3D Secure Password is entered three times in a row;
 - 6) termination of an agreement under which the Bank maintains the account;
 - 7) seizure of the Card Account by an authorised authority;
 - 8) the Card User's death;
 - 9) any infringement by the Account Holder or Card User of the provisions of the Agreement or the Regulations;
 - 10) untimely debt repayment or risk thereof;
 - 11) an infringement by the Account Holder of provisions of other agreements concluded with the Bank, if in the Bank's opinion, it may constitute a threat to timely repayment of the debt;
 - 12) if putting a hold on the Card is required under the provisions of law;
 - 13) justified suspicion that an unauthorised person has taken possession of the Card, the Card's data, PIN or 3D Secure password;
 - 14) the Bank receives information that the Account Holder has been registered by another issuer of electronic payment instruments as a holder that has failed to duly perform an electronic payment instrument agreement;
 - 15) when the Global Limit has been exceeded.
7. When a hold is put on the Card, no Transactions can be made with the Card until the hold is released by the Bank.
8. Neither the Card stop nor hold will release the Account Holder from the obligation to repay the Unauthorised Overdraft.
9. The Bank shall inform the Account Holder / Card User in advance about putting a hold on the Card through the following channels: by telephone, e-mail, or if it is not possible
 - immediately after putting the hold on the Card: by phone, e-mail or in writing, depending upon the possibility to contact the Account Holder / Card User. The Bank's notification obligation shall only be excluded, if such notification would be unjustified due to security reasons or prohibited under provisions of law.
10. The Bank shall immediately release a hold on the Card upon cessation of the circumstances justifying the hold.

§16. Amendments to the Regulations

1. The Bank may amend the Regulations for material reasons, which include the following:
 - 1) implementation by the Bank of new functional, organisational or technical solutions related to the activities covered by the Regulations, which affect the services rendered by the Bank under the Agreement and the Regulations;
 - 2) introduction of new products by the Bank related to the activities covered by the Regulations, or modification of the existing ones that affect the services rendered under the Agreement and the Regulations;
 - 3) modification of the Bank's IT system by means of which the Bank performs the activities covered by the Regulations, which affect the services rendered under the Agreement and the Regulations;
 - 4) change of the extent, manner or form of performance of the activities covered by the Regulations, which affects the services rendered under the Agreement and the Regulations;
 - 5) change in the Bank's financial policy that affects the services rendered under the Agreement and the Regulations;
 - 6) change in the applicable provisions of law that affect the services rendered under the Agreement and the Regulations.The Bank may introduce the respective amendments to the extent arising from the reason justifying such changes.
2. The Bank shall notify the Account Holder about amendments to the Regulations no later than 14 days prior to the proposed date of entry into force of the amendments.
3. A notification about the amendments to the Regulations may be made in particular in an electronic form; additionally, the Bank publishes information about the amendments to the Regulations on the Website.
4. The Account Holder prior to the entry into force of the proposed amendments to the Regulations may terminate the Agreement with immediate effect or raise an objection. In the event the Account Holder has raised an objection to the amendments to the Agreement, yet failed to terminate the Agreement, the Agreement shall terminate on the date preceding the date of entry into force of the proposed amendments.
5. If, before the date of entry into force of the amendments to the Regulations, the Account Holder has neither terminated the Agreement nor raised an objection to the amendments, it is considered that the amendments to the Regulations are accepted by the Account Holder and are binding on the parties from the date of their entry into force.
6. The Account Holder has a duty to familiarise the Card User with amendments to the Regulations.

§17. Final provisions

1. The Agreement is concluded for a defined period, equal to the Validity Period. Where more than one Card is issued to the same Card Account, the term of the Agreement in respect of the Card issuance and use, shall correspond to the Validity Period of the Card which has the latest Expiry Date.
2. Every Card renewal shall result in extending the Card's Validity Period for another term.
3. The Agreement may be terminated in respect of the Card issuance and use by either Party upon one-month notice. Termination of the Agreement shall be made in writing; otherwise it shall be deemed null and void.
4. The Agreement shall be terminated, in respect of the Card issuance and use, at the moment of the Account Holder's death at the latest – in the case of entrepreneurs who are natural persons, or upon dissolution or liquidation – in the case of entrepreneurs who are legal persons or organisational units without legal personality.
5. The Bank may terminate the Agreement in respect of the Card issuance and use for the following important reasons:
 - 1) termination of an agreement under which the Bank maintains any of the Card Accounts;
 - 2) seizure of any of the Card Accounts by an authorised authority;
 - 3) a material breach by the Account Holder / Card User of the provisions of the Agreement or the Regulations;
 - 4) untimely repayment of the Unauthorized Overdraft;
 - 5) deterioration, in the Bank's opinion, of the Account Holder's financial and asset situation, which may have a negative impact on its creditworthiness;
 - 6) failure to provide the documents required by the Bank;
 - 7) a suspected attempt to execute a Transaction aimed at obtaining funds under false pretences;
 - 8) the situation when in the Bank's opinion expressed on the basis of reliable information available to the Bank the Account Holder or the Card User has committed a breach of legal provisions related to anti-money laundering, terrorist financing, or the Bank has obtained reliable information that the Account Holder or the Card User utilizes the Bank's business activity to commit crimes or perform crime-related activities;
 - 9) the Bank receives information that the Account Holder has been registered by another issuer of electronic payment instruments as a holder that has failed to duly perform an electronic payment instrument agreement;
 - 10) The Account Holder or the Card User, his/her statutory representative, attorney or any party to a payment transaction or other transaction made with the use of the Card is an entity on which any sanctions have been imposed, in particular domestic or international ones, or embargoes imposed by the European Union, the United Nations Organization and the United States of America (sanctions in the remit of the Department of State or Department of Treasury);
 - 11) The Account Holder or the Card User uses the Card to conduct an activity which - in the Bank's justified opinion based on applied financial security measures required by the Anti-Money Laundering and Counter Terrorist Financing Act - may be used by an entity on which any sanctions have been imposed, in particular domestic or international ones, or embargoes imposed by the European Union, the United Nations Organization or the United States of America (sanctions in the remit of the Department of State or the Treasury Department).
6. Termination of the Agreement under which the Card Account or the Associated Account is maintained, shall be tantamount with termination of the Agreement in respect of issuance and use of, respectively, a Debit Card, a Multi-currency Card or a Charge Card.
7. The Bank has a right to contact the Card User by telephone in matters related to his/her use of the Card, in particular in order to confirm the Transaction.
8. The Account Holder and the Card User shall immediately inform the Bank about any change of his/her personal data included in the Agreement.
9. The Account Holder and the Card User hereby gives his/her consent to recording by the Bank, using electronic media, his/her telephone conversations with the Bank, likewise using these recordings for evidence purposes.
10. Upon the Account Holder's request submitted at any time during the term of the Agreement, the Bank shall furnish the Account Holder with information on the Card and effected Transactions, in the manner agreed upon with him/her in the Agreement. The above information may be given on paper, on a Durable Medium, or, with the Account Holder's consent, via email to the address specified by the Account Holder.

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

1. The Bank reserves the right to contact the Account Holder / the Card User in matters related to the functioning of the Card, using telephone numbers, e-mail addresses made available by the Account Holder or the Card User and the Electronic Access Channels utilized by the Account Holder or the Card User.
2. The Bank reserves the right, and the Account Holder agrees to record telephone conversations with the Account Holder or the Card User and store them on electronic information media. The recordings of conversations may be used by the Bank for evidence purposes.
3. The Regulations make an integral part of the Agreement.
4. Any amendments to the Agreement shall be made in writing.
5. The Account Holder shall immediately inform the Bank about any change of his/her personal data included in the Agreement and about any change of the Card Users' personal data, included in an application for the Card issuance.
6. The Agreement shall be concluded in Polish. Upon the Account Holder's request, the Agreement may be drawn up in two language versions: Polish and English, however, the Polish language version shall prevail.

§19. Governing Law and Disputes Resolution



1. Agreements that the Regulations apply to are subject to Polish law.
2. The Parties hereto have hereby totally excluded application of the following provisions of the Act:
 - 1) Section II, excluding art. 32a;
 - 2) Section III, Articles 34, 35-37, Article 40 paragraphs 3 and 4, Article 45, Article 46 paragraphs 2-5, Articles 47-48 and Article 51;
 - 3) Chapter 4 of Section III (with the exception of Article 59) to payment Transactions not listed in Article 53 paragraph 1 of the Act; in the case of payment Transactions executed in the territory of one or more Member States (within the meaning of the Act), the time limit referred to in Article 54 paragraph 1 of the Act shall be set at a maximum of 4 business days from the date of receipt of the Account Holder's / Card User's instruction by the Bank;
 - 4) Section IX, Articles 144-146.
3. Any disputes which may arise from the agreements to which the provisions of the Regulations have been incorporated shall be heard by a court having jurisdiction over the registered office of the Bank.
4. The authority exercising supervision over the activity of the Bank shall be the Polish Financial Supervision Authority, with its registered office in Warsaw at Plac Powstańców Warszawy 1 (00-950 Warsaw). The Account Holder 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.

§20. Disclosure clauses

1. Pursuant to Article 105, para. 4d of the Banking Law dated 29 August 1997, the information on liabilities arising under all agreements concluded with the Bank and related to the performance of bank transactions, to which the Regulations apply, may be provided by the Bank to financial institutions which are bank subsidiaries through the Credit Information Bureau, based in Warsaw, or the Polish Bank Association.
2. The Bank hereby informs that in cases defined in the Banking Law of 29 August 1997 and in the Act of 9 April 2010 on the disclosure of economic information and exchange of economic data - the Bank may provide data of the Account Holder, including his/her personal data, to economic information bureaus, concerning the liabilities arising from the agreements concluded with the Bank, to which the Regulations apply:
 - if their total value exceeds PLN 500, they remain due for at least 30 days and at least one month has elapsed from sending a request for payment to the Account Holder. The request for payment may be sent electronically to the e-mail address indicated in the agreement;
 - 10 years have not lapsed since the liability was confirmed by way of a final decision of a court or another body appointed to hear cases of a given type, or a decision of an arbitration court, or a settlement reached before a mediator and approved by a court.