



Regulations regarding Payment Cards for Corporate Customers and Customers from the Small and Medium-sized Enterprises Segment

DEFINITIONS AND GENERAL PROVISIONS

§ 1

1. The Regulations specify the rules and conditions for issuing and using the Cards issued by the Bank, owned by the Bank, and rules for settling Transactions made with the use of the Cards by the Bank.
2. The Regulations constitute an integral part of the Master Bank Agreement and the Cards Agreement and shall be binding on both Parties during the term of the Master Bank Agreement or the Cards Agreement, respectively, unless the provisions of any of them expressly exclude the application of the Regulations or individual provisions thereof.

§ 2

1. The terms used in the Regulations shall be construed as follows:

Acquirer	The Bank or another legal person concluding with the Merchants agreements on the acceptance of payments using electronic payment instruments.
Merchant	An entrepreneur who concluded with the Acquirer an agreement on accepting payments with the acquirer using electronic payment instruments.
Mobile Application	Application installed on Mobile Devices with Android or iOS software.
Automatic Repayment	The service performed by the Bank on the basis of the Customer's instruction, consisting in the automatic collection of a specific amount from the Account indicated by the Customer – at least the Minimum Repayment Amount – towards the repayment of the Debt under Credit Cards.
Transaction Authorisation	The Bank's consent to making a Transaction reducing the Available Balance with the use of the Card.
Bank	BNP Paribas Bank Polska S.A. with its registered office in Warsaw at ul. Kasprzaka 2, 01-211 Warsaw, entered into the Register of Entrepreneurs of the National Court Register (KRS) by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register (KRS) under KRS number 0000011571.
Bank-o-phone	A component of the Call Centre, self-service, automated telephone service of the Bank, operating on the basis of previously taped voice communications. Once the Card User gets through to the Bank-o-phone, the Card User enters instructions using the telephone keyboard.
ATM	A device enabling the Card User to withdraw cash or, additionally, to execute other operations.
Telephone Centre	Telephone banking system consisting of an automatic service, Bank-o-phone, and a service operated by a consultant, enabling to obtain information about the Card and submit specific instructions.
Customer Service	An organisational unit of the Bank intended for customised service of Customers using the Customer Service, i.e. in the case of: <ul style="list-style-type: none">– corporate customers – Business Service Centre;– SME customers – Business Service Zone.
Settlement Cycle	A repetitive period after the end of which the Bank generates a Card Account Statement.
AIS Supplier	Any entity other than the Bank providing the Customer with a service to grant access to information on the Account or the Card Account and related Transactions (AIS Service).
CAF Supplier	Any entity other than the Bank issuing for the Customer a payment card or another payment instrument based on a payment card which, with the Customer's consent, is linked with the Account or with the Card Account indicated by the Customer in such a way that the Bank shall confirm, at the request of the CAF Supplier, the availability of the amount required to execute the Transaction performed on the



	basis of the aforementioned payment instrument on the Account or on the Card Account (CAF Service).
PIS Supplier	Any entity other than the Bank providing the Customer with a service involving the initiation of Non-cash Transactions from the Account or from the Card Account (PIS Service).
Business Day	Any day, except for Saturdays and public holidays, on which the Bank is open for business.
Electronic Access Channels	<p>Technical and functional solutions made available by the Bank allowing to receive information and perform activities related to the handling of the Card via wire or wireless communication devices used by the Customer or the Card User. Details of the functionality and operation of Electronic Access Channels are available in the Bank Units, on its Website and in the Telephone Centre.</p> <p>In the case of Cards, the Electronic Access Channels include: the System, Customer Service and Telephone Centre.</p>
EEA	The European Economic Area covering the EU member states as well as Norway, Liechtenstein and Iceland.
3D Secure Password	Password sent via a text message (SMS) to the mobile phone number of the Card User used as an additional security for Internet Transactions.
Biometric Identifier	A record of an individual characteristic feature of the Card User, including physical features (e.g. fingerprint, facial image) enabling verification of this Card User's identity.
Credentials	Individual features used for the purposes of Authorisation, including in terms of approval of a Transaction that means the consent of the Card User to perform the same, such as confidential specified personal data, processes, codes, passwords or numbers, including the passwords used under the Payment Instrument, CVC2/CVV2 Code, SMS code, PIN number, 3D Secure PIN Code, 3D Secure Password or Biometric Identifier.
Payment Instrument	Personalised security devices or solutions enabling unambiguous identification of the Card User, used to place instructions or orders, accept Transactions involving the Card User's consent to execute or obtain information concerning the Card Account, including the Card, and a solution linked with the Card to make Contactless Transactions using an application installed on the Mobile Device using the NFC technology, PIN number, EKD ID, SMS code, Authorisation Method for the Mobile Application, including the PIN code for the Mobile Application.
Bank Unit	Bank Branch, sub-branch of the Bank, franchise branch, SME Business Centre or Corporate Banking Centre where the Bank's operations are conducted. The list of all the Bank Units is available on the Website, at the Telephone Centre and at every Bank Unit.
Card	Debit Card, Multi-currency Card, Charge Card or Credit Card.
Personal Data Sheet	A document containing personal data of the Card User and his/her specimen signature.
Debit Card	An international payment card issued by the Bank to the Account, the use of which results in debiting this Account on an ongoing basis, as the Bank receives information provided electronically on Transactions made with the Debit Card.
Credit Card	An international payment card issued by the Bank to the Card Account, the use of which results in debiting this Card Account on an ongoing basis, as the Bank receives information provided electronically on Transactions made with the Credit Card for which the Debt is paid on the Repayment Date.
Multi-currency Card	A Debit Card issued by the Bank to the Main Account, which, at the Customer's request, may be linked with an Additional Account, the use of which results in debiting the Main Account or the Additional Account on an ongoing basis, as the information provided by electronic means on Transactions made with the Multi-currency Card is received by the Bank.
Charge Card	An international payment card issued by the Bank to the Card Account, the use of which results in debiting this Card Account on an ongoing basis, as the Bank receives



information provided electronically on Transactions made with the Debit Card, where the Account is debited after the end of the Settlement Cycle with all Transactions presented for settlement during this Settlement Cycle.

Customer	An entity other than the consumer within the meaning of the Civil Code which concluded a Master Bank Agreement or a Cards Agreement with the Bank.
3D Secure PIN Code	An individual, confidential, 6-digit code enabling the Card User to execute Transactions without physical presentation of the Card, with the use of Strong Authentication. The code is determined by the Card User via the System.
CVC2/CVV2 Code	A three-digit security number displayed on the reverse of the Card used during the execution of Internet Transactions and Mail Order and Telephone Order Transactions.
Master Bank Agreement	A Master Bank Agreement concluded between the Bank and the Customer under which the Bank opens and maintains Accounts for the Customer and makes the System available to the Customer.
Communication	Communication concerning Cards issued by the Bank to Corporate Customers and Customers from the Small and Medium-sized Enterprises Segment, containing information on Cards issued by the Bank, currencies in which Additional Accounts can be maintained, telephone numbers under which it is possible to assign the PIN Number by the Card User, maximum limits, Grace Period and Minimum Repayment Amount, Standard Rate and interchange fees.
Standard Rate	The exchange rate determined by the Payment Organisation for the purpose of converting the Transaction made with the Card.
Daily Transaction Limits	Daily Non-cash Transactions Limits, Daily Cash Transactions Limits, Daily Internet Transactions Limits or Daily Mail Order and Telephone Order Transactions Limits.
Daily Non-cash Transactions Limit	The daily maximum amount up to which the Card User may make Non-cash Transactions and a daily maximum number of Non-cash Transactions which may be made by the Card User.
Daily Cash Transactions Limit	The daily maximum amount up to which the Card User may make Cash Transactions and a daily maximum number of Cash Transactions which may be made by the Card User.
Daily Internet Transactions Limit	The daily maximum amount up to which the Card User may make Internet Transactions and a daily maximum number of Internet Transactions which may be made by the Card User.
Daily Mail Order and Telephone Order Transactions Limit	The daily maximum amount up to which the Card User may make Mail Order and Telephone Order Transactions and a daily maximum number of Mail Order or Telephone Order Transactions which may be made by the Card User.
Global Limit	In the case of: <ul style="list-style-type: none">– Charge Cards – the maximum total amount of Transactions which may be executed in a given Settlement Cycle using all Charge Cards;– Credit Cards – the maximum amount of the allowed Debt.
Card Limit	In the case of: <ul style="list-style-type: none">– Debit Cards and Multi-currency Cards – the maximum total amount of Transactions that may be executed in a given calendar month using a Debit Card or a Multi-currency Card;– Charge Cards – the maximum total amount of Transactions which may be executed in a given Settlement Cycle using a Charge Card;– Credit Cards – the maximum total amount of Transactions which may be made with a Credit Card from the first day of a given Settlement Cycle until the Repayment Date.
Monthly Limit for Cash Transactions	The maximum total amount of Cash Transactions which may be executed in a given Settlement Cycle using a Charge Card.
Mastercard	A Payment Organisation maintaining an international system of acceptances and settlements made via payment cards issued in the Mastercard system.



Authorisation Method for 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.
Minimum Repayment Amount	The minimum amount specified in the Card Account Statement which the Customer is obliged to repay in connection with the Credit Card Debt on the day indicated in the Card Account Statement at the latest.
Unauthorised Transaction	Utilisation of the Card without the knowledge and consent of the Card User by an unauthorised person, resulting in a decrease in the Available Balance.
PIN Number	A confidential four-digit number assigned to a given Card, known only to the Card User, which, together with the data contained in the Card, serves for electronic identification of the Card User.
Special Insurance Terms and Conditions	Terms and conditions of insurance offered by the Insurer for Charge Cards.
Grace Period	The period expressed in calendar days after the end of a Settlement Cycle during which the Bank shall not charge interest on Non-cash Transactions made with the Credit Card in the last completed the Settlement Cycle.
Card Validity Period	The validity period of the Card ending on the last day of the month for the year and month indicated on the Card front side.
Payment Organisation	International financial organisation Mastercard Worldwide or VISA Inc. whose members are financial institutions forming a system for settlement of Transactions made with the Cards with the Mastercard or VISA symbol, respectively.
Account	<p>In the case of:</p> <ul style="list-style-type: none">– Debit Cards – bank, current or auxiliary account kept by the Bank for the Customer in PLN or EUR for which the Transactions made with the Debit Card, as well as fees and commissions related to the use of the Debit Card, are settled;– Multi-currency Cards – Main Account or Additional Account kept by the Bank for the Customer charged with the Transactions made with the use of a Multi-currency Card and the fees and commissions related to the use of the Multi-currency Card;– Charge Cards – a bank, current or auxiliary account kept by the Bank for the Customer in PLN, debited after the Settlement Cycle with all Transactions made with Charge Cards issued at the Customer's request and presented for settlement during this Settlement Cycle;– Credit Cards – a bank, current or auxiliary account kept by the Bank for the Customer in PLN from which Automatic Repayment is performed.
Additional Account	A bank, current or auxiliary account kept by the Bank for the Customer in currencies indicated in the Communication charged with the Transactions made with the use of a Multi-currency Card and the fees and commissions related to the use of the Multi-currency Card.
Main Account	A bank, current or auxiliary account kept by the Bank for the Customer in PLN for which the Transactions made with the use of a Multi-currency Card and the fees and commissions related to the use of the Multi-currency Card are settled.
Card Account	<p>In the case of:</p> <ul style="list-style-type: none">– Charge Cards – a technical account kept by the Bank for the Customer in PLN charged with the Transactions made with the use of a Charge Card and the fees and commissions related to the use of the Charge Card;– Credit Cards – a technical account kept by the Bank for the Customer in PLN charged with the Transactions made with the use of a Credit Card and the fees and commissions related to the use of the Credit Card and accrued interest on the used part of the Card Limit, and for the benefit of which the repayment of the Debt is settled. <p>The Card Account is not a bank account within the meaning of the Civil Code.</p>



Regulations	Regulations regarding Payment Cards for Corporate Customers and Customers from the Small and Medium-sized Enterprises Segment.
Complaint	A request addressed to the Bank by the Customer or the Card User in which the Customer or the Card User files reservations regarding the services rendered by the Bank described in the Regulations.
Debit Balance	Debt in the Account for an amount greater than the Available Balance.
Available Balance	<p>In the case of:</p> <ul style="list-style-type: none">– Debit Cards or Multi-currency Cards – funds deposited in the Account increased by funds to be used under the overdraft limit granted by the Bank, less the total Transaction Authorisation amount and funds blocked by the Bank on any other account, including for attachments by writ of execution;– Charge Cards – credit limit in the Card Account less the amount of Transactions made in a given Settlement Cycle, the total Transaction Authorisation amount and the debits accepted for execution of the Card Limit;– Credit Cards – credit limit in the Card Account less the amount of Transactions made in a given Settlement Cycle, the total Transaction Authorisation amount and the debits accepted for execution of the Card Limit, increased by repayments of the Debt.
Strong Authentication	Authentication based on the use of at least two elements belonging to the knowledge category (something known only by the Card User), possession category (something that has only the Card User) or feature category (something the Card User is), independent in the sense that a violation of one of the categories does not undermine the credibility of the remaining ones, designed to protect the confidentiality of authentication data.
Force Majeure	An external sudden event, unforeseeable and independent of the will of the Parties, preventing the performance of the Master Bank Agreement or the Cards Agreement in whole or in part, permanently or for a period of time, which cannot be prevented or counteracted with due diligence of the Parties.
Website	The Bank's website is available at www.bnpparibas.pl .
System	GOonline Biznes, an Internet banking system made available by the Bank which provides access to bank accounts, products and services via the Internet.
Interest Rate Table	An interest rate table for Small and Medium Enterprises in which the Bank publishes the information on the interest rate on the Debt arising from Credit Cards, and any other interest rate statement for the Debt which will replace it.
Tariff	<p>In the case of:</p> <ul style="list-style-type: none">– customers from the corporate customers segment – Tariff of commissions and fees at BNP Paribas Bank Polska S.A. for Corporate Customers;– customers from the SME segment – Tariff of commissions and fees at BNP Paribas Bank Polska S.A. for Small and Medium Enterprises.
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.
CAT Terminal	A self-service terminal (e.g. at petrol stations, ticket machines) used for making Non-cash Transactions.
POS Terminal	An electronic device enabling the Card User to make Transactions at the Merchant outlet with the use of the Card.
Repayment Date	<p>In the case of:</p> <ul style="list-style-type: none">– Charge Cards – a day indicated each time in the Card Account Statement on which the total Debt due to the Charge Cards should be repaid;– Credit Cards – a day indicated in the Card Account Statement, taking into account the Grace Period, on which at least the Minimum Repayment Amount should be credited to the Card Account. <p>If the Repayment Date falls on a day which is not a Business Day, the first Business Day after that day shall be deemed the Repayment Date.</p>



Transaction	Non-cash Transaction or Cash Transaction.
Non-cash Transaction	Payment for goods and services at points of sale, including Contactless Transaction, Internet Transaction and Mail Order and Telephone Order Transaction.
Cashback Transaction	Cash withdrawal made at the Merchant outlet offering such a service, while simultaneously executing a Non-cash Transaction and up to the limit set by the Payment Organisation for this type of Transactions.
Cash Transaction	Cash withdrawal at ATMs or at cash desks of banks or financial institutions, including Contactless Transaction and Cashback Transaction, as well as any other Transaction deemed cash transaction by domestic law or settlement system provisions in which it was executed.
Internet Transaction	A transaction without physical presentation of the Card executed via the Internet, consisting in providing all or selected Card data (i.e. a Unique Identifier, Card Validity Period, CVC2/CVV2 Code) or other identification data of the Card User.
Mail Order and Telephone Order Transaction	A transaction without physical presentation of the Card executed on the basis of a written order sent by the Card User by regular mail, fax or e-mail, or on the basis of a telephone order placed by the Card User, consisting in providing all or selected Card data (i.e. a Unique Identifier, Card Validity Period, CVC2/CVV2 Code) or other identification data of the Card User.
Contactless Transaction	A Non-cash Transaction or a Cash Transaction made at a POS Terminal or at an ATM equipped with a contactless reader with the use of a Card equipped with a contactless module or a solution linked with the Card enabling such payments to be executed in the form of an application installed on the Mobile Device using the NFC technology.
Permanent Data 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 utilisation of the information, and which allows the stored information to be reproduced in an unchanged form.
Insurer	Inter Partner Assistance S.A. Branch in Poland, with its registered office in Warsaw, at ul. Prosta 68, 00-838 Warsaw.
Cards Agreement	In the case of: <ul style="list-style-type: none">– Charge Cards – a Charge Cards Agreement concluded between the Bank and the Customer;– Credit Cards – a Credit Cards Agreement concluded between the Bank and the Customer or any other corresponding agreement template.
Collateral Agreement	A collateral deposit Agreement entered into between the Bank and the Customer for the purpose of granting a Global Limit to the Customer by the Bank.
Unique Identifier	A 16-digit number displayed on the front of the Card.
Mobile Device	A multi-functional portable device with access to the Internet, which combines features of a computer or a smartphone.
Customer Service	A service provided by the Bank that allows the Customer to contact the Bank via telephone or e-mail on the terms set out in a separate document.
Authentication	A procedure enabling the verification of the Card User's identity or the validity of the use of a specific payment instrument, including the use of Credentials.
Card User	A natural person authorised by the Customer to execute in the name and on his/her behalf Transactions and other activities specified in the Regulations, whose identification data are placed on the front of the Card.
VISA	A Payment Organisation maintaining an international system of acceptances and settlements made via payment cards issued in the VISA system.
Application	An Application for the issuance of a Debit Card for the Card User, an Application for the issuance of a Charge Card for the Card User or an Application for the issuance of a Credit Card for the Card User.



CDM	A device of Planet Cash or Euronet network enabling the Card User to deposit cash: <ul style="list-style-type: none">– denominated in PLN only in the form of banknotes to the Account maintained in PLN or to the Main Account,– denominated in EUR only in the form of banknotes to the Account maintained in EUR or to the Additional Account maintained in EUR, using a Debit Card or a Multi-currency Card.
Card Account Statement	In the case of: <ul style="list-style-type: none">– Charge Cards – a list of all Transactions executed with Charge Cards issued at the Customer's request for one Card Account settled in a given Settlement Cycle, together with information on any fees and commissions charged, and the amount of the Debt and the Repayment Date;– Credit Cards – a list of all Transactions executed with the use of Credit Cards issued at the Customer's request to one Card Account settled in a given Settlement Cycle, together with information on any fees, commissions and interest charged, the Debt repayments made, the amount of the Debt, the Minimum Repayment Amount and the Repayment Date.
Blocking the Card	Temporary blocking the possibility to make Transactions with the Card by the Bank.
Debt	In the case of: <ul style="list-style-type: none">– Charge Cards – the total amount of the Customer's liabilities to the Bank, including the amount of Transactions settled by the Bank, made with Charge Cards issued at the Customer's request to one Card Account, and the fees and commissions due to the Bank in connection with the issue and use of the Charge Cards;– Credit Cards – the total amount of the Customer's liabilities to the Bank, including the amount of the Transactions settled by the Bank made with Credit Cards, due to the Bank in connection with the issue and use of the Credit Cards, interest accrued by the Bank, less repayments made on account of the Card Account.
Security Rules	A set of recommendations on the safe use of the Cards, included in the Regulations and recommendations made available on the Website.
Card Cancellation	Irrevocable blocking the possibility to make Transactions with the Card by the Bank.

TERMS AND CONDITIONS OF CARD ISSUANCE

§ 3

1. Once the conditions specified in section 2 are met, the Bank shall issue:
 - 1) Debit Cards, Multi-currency Cards and Charge Cards to corporate customers and SME customers;
 - 2) Credit Cards to SME customers only.
2. A Card may be issued under the condition of:
 - 1) for the Debit Card:
 - a) keeping an Account for the Customer by the Bank;
 - b) conclusion of a Master Bank Agreement;
 - c) submission by the Customer, also via the System, of an Application together with the Personal Data Sheet, unless the Bank has the personal data of the Card User for whom the Debit Card is to be issued, on the basis of the Personal Data Sheet submitted previously and that the personal data of the Card User held by the Bank are up-to-date;
 - 2) for the Multi-currency Card:
 - a) keeping a Main Account for the Customer by the Bank;
 - b) conclusion of a Master Bank Agreement;
 - c) submission by the Customer, also via the System, of an Application together with the Personal Data Sheet, unless the Bank has the personal data of the Card User for whom the Multi-currency Card is to be issued, on the basis of the Personal Data Sheet submitted previously and that the personal data of the Card User held by the Bank are up-to-date;
 - 3) for the Charge Card:



- a) keeping an Account for the Customer by the Bank;
 - b) conclusion of a Charge Cards Agreement;
 - c) submission by the Customer of an Application together with the Personal Data Sheet, unless the Bank has the personal data of the Card User for whom the Multi-currency Charge Card is to be issued, on the basis of the Personal Data Sheet submitted previously and that the personal data of the Card User held by the Bank are up-to-date;
 - d) submission by the Customer of the documents or presentation of the information referred to in § 4 para. 2 and 4;
 - e) the Customer's creditworthiness on the basis of which the Bank will determine the amount of the Global Limit;
 - f) establishment by the Customer of the collateral set out in the Collateral Agreement, if required for the Bank to grant the Global Limit.
- 4) for the Credit Card:
- a) conclusion of a Credit Cards Agreement;
 - b) submission by the Customer of an Application together with the Personal Data Sheet, unless the Bank has the personal data of the Card User for whom the Credit card is to be issued, on the basis of the Personal Data Sheet submitted previously and that the personal data of the Card User held by the Bank are up-to-date;
 - c) submission by the Customer of the documents or presentation of the information referred to in § 4 para. 2 and 4;
 - d) the Customer's creditworthiness on the basis of which the Bank will determine the amount of the Global Limit;
 - e) establishment by the Customer of the collateral set out in the Collateral Agreement, if required for the Bank to grant the Global Limit.
3. The Application referred to in 2 section 3(c) and section 4(b) may be submitted after the Bank has granted the Global Limit.

§ 4

1. As a rule, the Bank, when deciding to grant the Global Limit to the Customer and on the amount of the Global Limit, shall take into account:
 - 1) the Customer's creditworthiness;
 - 2) current handling of the Customer's debt at the Bank and in other banks;
 - 3) current handling of tax and other public law liabilities and payroll deductions of the Customer.
2. The Bank shall specify in each case the documents and information that the Customer should present to the Bank in connection with a request for the Bank to establish a Global Limit. The Customer should submit legal and financial documents allowing to assess the Customer's creditworthiness. The documents submitted to the Bank shall not be refundable.
3. The Bank may verify the data and information contained in the documents submitted by the Customer to the extent permitted by the law and contact other banks and institutions in order to obtain information which may contribute to the assessment of the Customer's financial or legal standing.
4. The Bank may make the granting of a Global Limit subject to the provision by the Customer of additional information, opinions, expert opinions or documents necessary to make a credit decision.
5. The Customer shall ensure that all documents delivered or presented by the Customer to the Bank under or in connection with the Cards Agreement are complete and, where a copy of the document may be presented, the document shall be delivered in a certified copy consistent with the original of that document.
6. The Customer is obliged to enable the Bank to take actions related to the assessment of the Customer's financial and economic standing, to verify the use and repayment of the Debt, or the Bank's performance of its obligations under the Cards Agreement, and to control the value and effectiveness of the security measures established at any time during the effective term of the Cards Agreement.
7. At the request of the Bank, to the extent not contrary to mandatory provisions of law, the Customer shall provide the Bank with information on the Customer's business and financial standing and other information that the Bank may reasonably require and, at each request of the Bank, make available to the Bank for inspection within the time limit set by the Bank, with appropriate notice, accounting documents for the purpose of controlling the Customer's financial standing.
8. The Customer undertakes that all the information provided to the Bank by the Customer in connection with the Cards Agreement and all the documents delivered to the Bank in connection with the Cards Agreement is true, complete and properly reflects the legal or financial situation of the Customer, and the Customer is not aware



of any other material circumstances that have not been disclosed to the Bank, the disclosure of which could have an adverse effect on the Bank's decision to make the Global Limit available.

GLOBAL LIMIT AND OTHER LIMITS

§ 5

1. The Global Limit, granted by the Bank to the Customer, shall be:
 - 1) for Charge Cards – renewable in full for each first Settlement Cycle day, which means the possibility of using it repeatedly during the Charge Cards Agreement concluded, provided that the Debt is repaid on an ongoing basis;
 - 2) for Credit Cards – renewable within two Business Days from the date of payment to the Card Account reducing the Debt at the amount of the Debt repayment made.
2. The Customer may request that the Bank change the Global Limit, which requires the Bank's approval.
3. A change of the Global Limit at the Customer's request constitutes an amendment to the terms and conditions of the Cards Agreement and requires an annex.
4. Each time, when applying for the issuance of a Card, the Customer shall specify in the Application:
 - 1) the Card Limit, provided that in the case of Charge Cards and Credit Cards, the amount of the Card Limit cannot exceed the Global Limit granted by the Bank;
 - 2) the Daily Non-cash Transaction Limit, provided that the amount of the Daily Non-cash Transaction Limit cannot exceed the Card Limit set for a given Card;
 - 3) the Daily Internet Transaction Limit, provided that the amount of the Daily Internet Transaction Limit cannot exceed the Daily Limit of Non-cash Transactions set for a given Card and the daily number of Internet Transactions cannot exceed the daily number of Non-cash Transactions set for a given Card;
 - 4) the Daily Mail Order and Telephone Order Transaction Limit, provided that the amount of the Daily Mail Order and Telephone Order Transaction Limit cannot exceed the Daily Limit of Non-cash Transactions set for a given Card and the daily number of Mail Order and Telephone Order Transactions cannot exceed the daily number of Non-cash Transactions set for a given Card;
 - 5) the Daily Cash Transactions Limit, with the reservation that the amount of the Cash Transaction Limit cannot exceed the Card Limit set for a given Card, and in the case of Charge Cards also the Monthly Cash Transaction Limit;and for Charge Cards also:
 - 6) the Monthly Cash Transaction Limit, with the proviso that the amount of the Monthly Cash Transaction Limit cannot exceed the Card Limit set for a given Card.
5. During the Card Validity Period the Customer may change the limits referred to in section 4, taking into account the interdependencies between the limits referred to in section 4:
 - 1) via the System;
 - 2) either at the Customer Service or in the Bank's Unit.
6. The maximum amounts of the Card Limit, Daily Transaction Limits, and in the case of Charge Cards also the Monthly Cash Transactions Limit, and the maximum daily number of Transactions are specified in the Communication.

§ 6

1. Making a Transaction with the Debit Card or the Multi-currency Card shall be tantamount to using the Card Limit and Daily Transaction Limits, depending on the type of the Transaction.
2. Making a Transaction with the Charge Card or the Credit Card shall be tantamount to using the Global Limit, the Card Limit and Daily Transaction Limits, and in the case of the Charge Cards also the Monthly Cash Transactions Limit, depending on the type of the Transaction.
3. Fees and commissions, and in the case of the Credit Cards also interest, shall be charged with the Global Limit granted by the Bank and the Card Limit.
4. Making a Transaction by the Card User using the Charge Card or the Credit Card and debiting the Card Account with commissions and fees and, in the case of the Credit Cards also interest, resulting in exceeding the Card Limit, but within the limits of the Global Limit, shall automatically increase the Card Limit by the amount of the exceedance.
5. In the case of exceeding the Global Limit or the Card Limit the Customer is obliged to immediately repay the amount by which the Global Limit has been exceeded, without receiving a call from the Bank.
6. If the Card Limit is not used in a given Settlement Cycle, it shall not increase the Card Limit in the next Settlement Cycle.

**§ 7**

1. The Bank may, without the Customer's consent, reduce the amount of the Global Limit and the Card Limit determined for the Customer, and consequently also, depending on the relationship between the limits referred to in § 5 para. 4 change the Daily Transaction Limits, and in the case of the Charge Cards also the Monthly Cash Transaction Limit, in the event of untimely repayment of the Debt by the Customer or deterioration or loss of the Customer's creditworthiness, resulting in a threat to the timely repayment of the Debt. The Bank shall immediately notify the Customer of the change made.
2. In order to change the Global Limit made in the situation referred to in para. 1, no form to amend the terms and conditions of the Cards Agreement shall be required.
3. The reduced Global Limit shall be applicable from the next Settlement Cycle, which falls after the Settlement Cycle in which the Bank notified the Customer of the Global Limit change.
4. At the request of the Customer, the Bank shall submit a written information of the reasons for reducing the Global Limit.

CARD ISSUANCE AND ACTIVATION**§ 8**

1. Only the Customer may apply for the issuance of a Card.
2. The signature placed by the Customer in the Application shall be tantamount to the Customer's consent for the issuance of the Card indicated in the Application to the Card User and the use of the Card, by that Card User, against the Available Balance while maintaining the Card Limit and Daily Transaction Limits, and in the case of the Charge Card also the Monthly Cash Transaction Limit.
3. Only one Card of a given type may be issued to one Card User for one Account or one Card Account.
4. The Customer may indicate one Additional Account maintained in a given currency to a Multi-currency Card, however, it is possible to link the Multi-currency Card with the Additional Account both during the application for the issuance of the Multi-currency Card and during the Card Validity Period.
5. At any time the Customer may change the Additional Account or submit an instruction to remove the association of the Additional Account with a given Multi-currency Card.
6. The closure of any of the Additional Accounts results in an automatic removal of the link between this Additional Account and a given Multi-currency Card.
7. The instructions referred to in para. 4 – 5 may be submitted by the Customer to the Customer Service or at the Bank's Unit.
8. The list of currencies in which Additional Accounts may be kept is provided in the Communication and is available at the Bank Units, on the Website and in the Telephone Customer Service Centre.

§ 9

1. The Bank shall issue the Card within 14 days of the Customer's fulfilment of the conditions referred to in § 3 para. 2.
2. Until the Card has been issued, the Customer shall not be liable for any damage resulting from the use of the Card by an unauthorised person.
3. The Card shall be sent:
 - 1) by regular priority mail;
 - 2) by registered mail; or
 - 3) by courier serviceto the last mailing address of the Customer known to the Bank within the territory of Poland, indicating the first and last name of the Card User, or to the last known mailing address of the Card User within the territory of Poland known to the Bank, indicated in the Personal Data Sheet, depending on the Customer's instruction submitted in the Application.
4. For sending the Card by courier service the Bank shall charge a fee in the amount specified in the Tariff.
5. The Bank shall not be liable for the consequences of a failure to deliver the Card due to an outdated correspondence address of the Customer or the Card User, and shall reserve the right to charge the Customer with the costs of re-issuance and repeated dispatch of the Card.
6. Receiving the envelope containing the Card, the Customer or the Card User is obliged to check whether the envelope is intact and whether it shows any damage. If the envelope containing the Card is not delivered, or the envelope or the Card is damaged, the Customer is obliged to immediately notify the Customer Service or the Bank's Unit of the fact and submit an instruction for re-issuance of the Card.



7. The Card User is obliged to sign the Card in a permanent manner immediately after its receipt. The signature should be identical to the signature placed on the Personal Data Sheet and be fully placed on the signature strip on the reverse of the Card and enable the Card User to be clearly identified.
8. The delivered Card is inactive. Immediately after its receipt the Customer or the Card User should activate the Card:
 - 1) via the System or the Mobile Application;
 - 2) either at the Customer Service or in the Bank's Unit;
 - 3) at any ATM with the use of the PIN Number;
 - 4) by making a Non-cash Transaction using the PIN Number, excluding Contactless Transaction;with the proviso that the Card may be activated by the Customer only in the manner referred to in sections 1-2.

§ 10

1. The PIN Number:
 - 1) is assigned by the Card User via the System, the Mobile Application or the Telephone Centre, subject to section 2; or
 - 2) it may be delivered by regular mail or courier service to the last mailing address of the Customer known to the Bank within the territory of Poland, indicating the first and last name of the Card User, or to the last known mailing address of the Card User within the territory of Poland known to the Bank, indicated in the Personal Data Sheet;
depending on the Customer's instruction placed in the Application, subject to section 3.
2. The Card User shall assign the PIN Number Card via the System, the Mobile Application or the Telephone Centre fully after the Card User has made a Transaction, referred to in § 13 para. 4 1(a) first indent, or in § 13 para. 4 2 (a).
3. The PIN Number may be sent:
 - 1) by regular mail only if the Card is sent in the manner referred to in § 9 para. 3 section 2;
 - 2) by courier service only if the Card is sent in the manner referred to in § 9 para. 3 section 3.
4. For sending the PIN Number by courier service the Bank shall charge a fee in the amount specified in the Tariff.
5. The Bank shall not be liable for the consequences of a failure to deliver the PIN Number due to outdated mailing address of the Customer or the Card User, and reserves the right to charge the Customer with the costs of re-generating and re-sending the PIN Number.
6. If the PIN Number is delivered in the manner referred to in para. 1 section 2, the Customer or the Card User, when receiving the envelope containing the PIN Number, is obliged to check whether the envelope is intact and has any traces of damage.
7. In the case of failure to deliver the envelope containing the PIN Number or identification of its damage the Customer is obliged to immediately notify the Customer Service or the Bank's Unit of the fact and submit an instruction for re-preparation and sending of the PIN Number.
8. The Card User may change the PIN Number via the System, or the Mobile Application, or the Telephone Centre or at ATMs offering such an option many times during the Card Validity Period.

RULES FOR THE CARD USE

§ 11

1. The Card shall be used for making Transactions related to the Customer's business activity only.
2. The Card shall not be used for purposes which are inconsistent with the provisions of law, and in the case of Transactions occurring outside Poland also with the provisions of law of a given country, including for purchasing of goods and services prohibited by law.
3. The Card may be used only by the Card User.
4. The Bank may refuse to execute the Transactions to countries or entities subject to international sanctions and embargoes, including those established by the U.S. government administration.

§ 12

1. The Card shall enable the Card User to make in Poland and abroad:
 - 1) Non-cash Transactions at the Merchants' outlets identified by the symbol of the Payment Organisation, the logo of which appears on the Card;



- 2) Internet Transactions and Mail Order and Telephone Order Transactions at the Merchants' outlets marked with the symbol of the Payment Organisation, the logo of which appears on the Card;
 - 3) Contactless Transactions at the Merchants' outlets and at the ATMs marked with the Payment Organisation symbol, provided that the contactless functionality has been confirmed by the symbol of this functionality placed on the Card;
 - 4) Cash Transactions at the ATMs, banks, post offices or other financial institutions marked with the symbol of the Payment Organisation, the logo of which appears on the Card;
and additionally in the case of Debit Cards and Multi-currency Cards:
 - 5) Cashback Transactions at the Merchants' outlets marked with the symbol of the Payment Organisation that offer such a service;
 - 6) cash deposits at the CDMs marked with the symbol of the Payment Organisation.
2. The Merchant may request the presentation of a document confirming the identity of the Card User in order to ensure the safety of the Transaction. A refusal to present a document confirming the identity may result in inability to execute the Transaction.
 3. To make Internet Transactions and to use the 3D Secure Password, it is necessary to activate a one-time activation of the access service to this safeguard when making an Internet Transaction.
 4. The condition for executing Contactless Transactions:
 - 1) when using the Card is, once the Card has been activated, the execution of the Card User of a Transaction referred to in § 13 para. 4 section 1(a) first indent, or in § 13 para. 4 section 2(a);
 - 2) when using a Mobile Device is:
 - a) holding the Card and installing an application enabling the registration of the Card and Contactless Transactions on the Mobile Device by bringing the Mobile Device close to the contactless reader;
 - b) holding the NFC-based Mobile Device which meets the requirements of the application referred to above.
 5. In the case of Transactions made at the ATMs referred to in para. 1 sections 3–4, the provider of such services shall be obliged to make available to the Card User, prior to the execution of the Transaction and after the Transaction has been made, the information on the fees charged by this entity for the execution of the Transaction. At the request of the Card User, such information shall be provided in hard copy or at another Permanent Data Medium.
 6. Transactions executed at banks, post offices or other financial institutions with the use of the Card shall be treated as Cash Transactions if the Transactions of this type are defined by their Merchants.
 7. Cashback Transactions involving cash withdrawals from the Merchant while performing a Non-cash Transaction may be made at the Merchants' outlets offering such a service and up to the limit set by the Payment Organisation for the Transactions of this type. The amount of the Cashback Transaction limit is specified in the Communication.
 8. The Bank shall make it possible to make cash deposits at the CDMs with the use of a Debit Card or a Multi-currency Card on the following terms:
 - 1) cash deposits in PLN containing only banknotes shall be credited to the Account for which the Debit Card or the Multi-currency Card was issued,
 - 2) cash deposits in EUR containing only banknotes shall be credited to the Account for which the Debit Card was issued or to the Additional Account maintained in EUR,
 - 3) cash deposits made via the CDM shall be converted and made available in the Account referred to in sections 1 – 2 above, or in the Additional Account referred to in section 2 above, at the time of deposit, whereas cash deposits made on a non-Business Day shall be recorded on the Account on the first Business Day following the deposit execution date.
 9. The list of ATMs and CDMs located at the Bank branches is available on the Website.

§ 13

1. Card Transactions shall be made up to the current Available Balance, the current Card Limit and up to the current Daily Transaction Limits, and in the case of a Charge Card also up to the current Monthly Cash Transaction Limit, depending on the type of the Transaction, subject to para. 2 – 3.
2. Additionally for the Charge Cards the total amount of the Transactions made with all Charge Cards in a given Settlement Cycle may not exceed the amount of the available Global Limit.
3. Additionally for the Credit Cards the total amount of Transactions made with all Credit Cards from the first day of the Settlement Cycle to the Repayment Date shall not exceed the available Global Limit.
4. Acceptance of a Transaction, which means the consent of the Card User for its performance, shall be effected by:



- 1) for Non-cash Transactions:
 - a) for physical presentation of the Card:
 - entering the PIN Number at the POS Terminal or at the CAT Terminal and approval of the Transaction;
 - presenting the Card and submitting a signature consistent with the signature on the reverse of the Card by the User on the Transaction confirmation (applies to Transactions made outside the EEA) issued by the Merchant;
 - bringing the Card or the Mobile Device close to enable Contactless Transactions through an application linked with the Card installed on the Card to a contactless reader designed to execute Contactless Transactions the amount of which does not exceed the limit set by the Payment Organisation for Contactless Transactions;
 - bringing the Card or the Mobile Device close to a contactless reader with simultaneous entry of the PIN Number and approval of the Transaction – in the case of Contactless Transactions above the amount limit referred to in the third indent, or where the total amount of Contactless Transactions from the last application of Strong Authentication exceeds EUR 150;
 - entering the Card to the CAT Terminal, which requires no PIN Number, and making via the terminal a purchase of services or goods;
 - b) in the case of a remote Transaction – providing the Card number, Card Validity Period, CVC2/CVV2 Code or 3D Secure Password or providing 3D Secure Password and 3D Secure PIN Code or answering the security question, or using the Authorisation Method for the Mobile Application and approval of the Transaction;
- 2) for Cash Transactions:
 - a) inserting the Card into an ATM, providing a PIN Number and approving the Transaction – in the case of cash withdrawals from ATMs;
 - b) bringing the Card or the Mobile Device close to a contactless reader, providing the PIN Number and approving the Transaction – in the case of withdrawing cash at an ATM equipped with a contactless reader intended for the execution of Contactless Transactions;
 - c) entering the PIN Number at the POS Terminal and approving the Transaction or by submitting a signature consistent with the signature on the reverse of the Card by the Card User on the Transaction confirmation (concerns Transactions made outside the EEA) issued by the Merchant – in the case of Transactions made at bank's cash desks, post offices or other financial institutions.
5. If the execution of a Transaction requires currency conversion, the acceptance of the Transaction made in the manner referred to in para. 4 shall also include the Card User's consent for currency conversion.
6. In the case of the Transactions referred to in para. 4 section 1(b), the Card User may grant his/her acceptance for the execution thereof for an agreed amount or date without separate approval of each single Transaction. The acceptance cancellation shall be submitted to the Merchant and shall apply to all non-performed Transactions, unless the Card User has reserved otherwise.
7. The acceptance of the operation consisting in the deposit of cash in a CDM, indicating the consent of the Card User to execute such an operation, shall be effected by entering the Card in the CDM, providing the PIN Number and approving the operation.
8. Before accepting a Transaction the Card User should check whether the Transaction amount is correct.
9. All Transactions requiring confirmation by the PIN Number or 3D Secure Password, or 3D Secure PIN Code and confirmed with the correct PIN Number or 3D Secure Password, or 3D Secure PIN Code shall be treated by the Bank as Transactions made by the Card User.
10. The execution of efficient Authorisation of the Card User by the Bank shall be tantamount to Transaction Authorisation, unless the circumstances of a given case show that despite the fact that the Card User Authorisation occurred the Transaction was not authorised.
11. A Transaction and an operation involving a deposit in a CDM shall become irrevocable at the time of acceptance of such Transaction or operation by the Card User in the manner referred to in para. 4 and 7.
12. The Bank executes Transactions – depending on the manner of their making – on the basis of the Unique Identifier indicated by the Card User and data indicated by the Merchant or the Payment Organisation necessary to verify or process the Transaction, e.g. the Card Validity Period, the Card User first name and surname, the CVC2/CVV2 Code.
13. The Bank receives an instruction to execute a Transaction or to deposit cash at a CDM on the day on which the instruction was requested to the Bank by the Card User or on the day on which the instruction was submitted to the Bank by the Payment Organisation or another intermediary in the settlement.
14. The Transaction shall be confirmed by placing the details thereof in the Account statement or in the Card Account Statement.



§ 14

1. The Bank shall have the right to refuse to execute a Transaction approved by the Card User in accordance with § 13 para. 4 if:
 - 1) its execution would be inconsistent with applicable laws;
 - 2) the possibility or obligation with regards to such refusal arises from separate legal provisions;
 - 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;
 - 4) there is a reasonable suspicion that the Transaction 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;
 - 5) the Transaction amount exceeds the Available Balance, available Global Limit, available Card Limit, available Daily Transaction Limits, and additionally in the case of Charge Cards the available Monthly Cash Transaction Limit;
 - 6) the Card has been blocked or cancelled or the Card Validity Period has expired;
 - 7) the Card User fails to present an identity document at the request of the Bank's employee;
 - 8) the Account or the Card Account has been blocked.
2. If the Bank refuses to execute the Transaction for reasons referred to in 1, an instruction to execute such Transaction shall be deemed not received. The Bank shall immediately notify the Customer or the Card User about the reasons for the refusal and the procedure for correcting the errors which caused the refusal about the reasons for the refusal, but no later than within the time limit for completion of the Transaction.
3. The Bank shall execute Transactions in full amounts, without deducting due fees and commissions.
4. 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.

§ 15

1. 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 the following situations:
 - 1) using the Card with the Card Validity Period expired;
 - 2) using the Card that has been cancelled;
 - 3) the Card User refuses to present the ID document;
 - 4) a signature put on a Transaction confirmation does not match the specimen signature on the Card;
 - 5) the Card is used by an unauthorised person;
 - 6) the Acquirer has instructed the Merchant to retain the Card.
2. The Merchant may retain the Card in the case of a three-time incorrect entry of the PIN Number by the Card User as well as in the situation referred to in para. 1 sections 4–6.
3. In the case referred to in para. 2 the Customer or the Card User shall be obliged to contact the Bank immediately in order to perform the Card Cancellation.

§ 16

1. The Bank shall provide the AIS Provider, within the scope specified by the Customer, with all information concerning the indicated Account or the Card Account and the Transactions related thereto, necessary for that AIS Provider to provide a service to grant access to information on the Account or the Card Account. Notwithstanding the scope of the consent given to the AIS Provider by the Customer, the Bank shall not provide the AIS Provider with any specially protected payment data.
2. The Customer may place an order for execution of a Non-cash Transaction from the Account or the Card Account available on-line via the PIS Provider. The Bank shall execute such Non-cash Transactions on the same terms as Cash transactions ordered by the Customer acting directly. The Bank is authorised to execute Non-cash Transactions ordered through the PIS Provider under different rules than it usually executes Non-cash Transactions, as long as it is justified by objective reasons, and in particular by the time of execution, priority nature of the Non-cash Transaction or amount of fees.
3. The Bank, at the request of the CAF Provider, shall immediately confirm the availability on the Account or the Card Account of the amount necessary to perform the Transaction executed on the basis of a card issued by that provider, if:
 - 1) the Account or the Card Account is available on-line at the time of the request by the CAF Provider;



- 2) the Customer has granted the Bank a consent to reply to such applications of the CAF Provider; and
- 3) the consent referred to in section 2 was granted by the Customer before the CAF Provider made the first request for confirmation.
4. Confirmation sent by the Bank to the CAF Provider of availability of funds on the Account or the Card Account shall consist in giving "yes" or "no" response and shall not include providing the Available Balance on the Account or the Card Account.
5. The confirmation shall not enable the Bank to block funds in the Account or the Card Account.
6. The Customer may apply to the Bank for providing data that identify the CAF Supplier and the reply given.
7. The above provisions shall not apply to Transactions initiated through payment instruments based on a payment card, whereon electronic money is kept.

STRONG AUTHENTICATION

§ 17

1. The Bank shall use Strong Authentication where the Customer or the Card User:
 - 1) obtains online access to the Account or the Card Account;
 - 2) initiates an electronic 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 § 13 para. 4 - 7.
3. The Bank may not use Strong Authentication in cases provided for by the provisions of law or decisions of competent authorities.

TRANSACTION SETTLEMENT RULES

§ 18

1. All Transactions made:
 - 1) with Debit Cards are settled against the Account;
 - 2) Multi-currency Cards shall be settled against the Main Account or the Additional Account on the principles set out in para. 2 - 4;
 - 3) Charge Cards or Credit Cards are settled against the Card Account.
2. Subject to para. 4 the Transactions executed with the use of a Multi-currency Card shall be charged with the Additional Account, if the Transaction was ordered in the currency in which the Additional Account is kept associated with the Multi-currency Card, and upon ordering the Transactions by the Card User and Authorising the Available Balance on the Additional Account, it allows to execute the Transaction.
3. Any other Transactions made with the use of a Multi-currency Card, other than specified in para. 2, shall be settled against the Main Account.
4. Cash Transactions made with the Multi-currency Card in EUR, executed in the territory of Poland, shall be settled against the Main Account.
5. The Bank shall settle Transactions against the Account or the Card Account on the date of receipt thereof from the Payment Organisation, subject to para. 6.
6. If the Payment Organisation receives an order to settle the Transaction made with the Debit Card or the Multi Currency Card on a day other than a Business Day, the Bank shall settle the Transactions debited to the Account on the first Business Day following that day.

§ 19

1. Making a Transaction with the Debit Card or the Multi-currency Card shall result in reducing the Available Balance on the Account by blocking the amount of the Transaction on the Account or automatically debiting the Account with the Transaction amount together with the fees and commissions due to the Bank for the execution thereof.
2. Making a Transaction with the Charge Card or the Credit Card shall result in reducing the Available Balance on the Card Account by blocking the amount of the Transaction on the Card Account or automatically debiting the Card Account with the Transaction amount together with the fees and commissions due to the Bank for the execution thereof.
3. If the exact Transaction amount is not known at the time when the Card User agrees to the execution of the Transaction, the Bank shall block funds on the Account or on the Card Account only if the Card User agreed to block a specific amount.



4. The blockade, referred to in para. 1 – 2, shall be cancelled after 30 days from the date of the Transaction or on the date of receipt by the Bank, from the Payment Organisation, the order to settle the Transaction, whichever is earlier.
5. No blockade for the Transaction amount, making a blockade in an incomplete amount of the Transaction or cancelling the blockade in the situation referred to in para. 4 shall not release the Customer from the obligation to cover the liabilities resulting from the executed Transaction.
6. Execution of a Transaction resulting in exceeding the Available Balance shall be treated by the Bank as the User's consent for exceeding the Available Balance.

§ 20

1. Transactions shall be made in the currency of the country in which they have been executed, unless at the POS Terminal used by the given Merchant or in the ATM the Card User has a possibility to choose a different Transaction currency.
2. In the case referred to in para. 1, if the currency conversion service is offered immediately prior to the initiation of the Transaction and is provided by the Merchant or via the ATM, the provider offering the currency conversion service shall provide the Card User prior to Transaction execution with information on fees and the exchange rate to be applied to the currency conversion of the Transaction.
3. Transactions with the use of:
 - 1) Mastercard Cards, except for the Cards referred to in sections 2–3, made in foreign currencies shall be converted by the Payment Organisation into PLN at the Standard Rate;
 - 2) Debit Cards issued to the Account denominated in EUR, made:
 - in foreign currencies other than EUR and in PLN are converted by the Payment Organisation into EUR at the Standard Rate;
 - in PLN are converted by the Bank into EUR at the EUR purchase rate applicable at the Bank on the date of settlement of the Transaction by the Bank;
 - 3) Multi-currency Cards referred to in § 18 para. 3 – 4 made in foreign currencies shall be converted by the Payment Organisation into PLN at the Standard Rate;
 - 4) VISA Cards made:
 - in the currency for which the Bank publishes the rate in the exchange rate table are converted into PLN at the first published selling rate for this currency indicated in the exchange rate table applicable on the date of settling the Transaction;
 - in the currency for which the Bank does not publish the exchange rate in the exchange rate table, subject to the third indent, are converted by the Payment Organisation into U.S. dollars at the Standard Rate, and subsequently be converted by the Bank into PLN at the selling rate of the U.S. dollar applicable at the Bank on the date of settlement of the Transaction by the Bank;
 - in escudo of the Republic of Cape Verde, the Comorian franc, the CAR franc, franc of the Ivory Coast and in the Polynesian franc are converted by the Payment Organisation into EUR at the Standard Rate, and then converted by the Bank into PLN at the EUR selling rate applicable at the Bank on the date of settlement of the Transaction by the Bank.
4. In the case of Transactions referred to in para. 3 section 1, 3 and 4, commission for currency conversion of the Transaction at the amount specified in the Tariff shall be added to the value of the Transaction value in PLN.
5. In the case of Transactions referred to in para. 3 section 2, commission for currency conversion of the Transaction at the amount specified in the Tariff shall be added to the value of the Transaction value in EUR.
6. The Standard Rate applied by the Payment Organisation is published on the websites of Payment Organisations whose address is provided in the Communication.
7. Information on the current exchange rates at which the Transactions are converted by the Bank, in the situations referred to in para. 3 shall be available on the Website, at the Bank's Units, the Telephone Centre and the Telephone Customer Service Centre.

DEBT REPAYMENT

§ 21

1. In the case of Charge Cards, the Bank shall debit the Account with respect to all Transaction made with the Charge Cards issued to one Card Account and settled by the Bank in a given Transaction Settlement Cycle and fees and commissions due to the Bank related to the use of these Charge Cards on the first Business Day after the end of the Settlement Cycle, regardless of the Available Balance in the Account.



2. The Customer is obliged to provide appropriate funds in the Account to cover the liabilities arising from the use of the Charge Cards.
3. If a Debit Balance occurs on the Account, the provisions of the Master Bank Agreement shall apply.
4. The Customer is obliged to control the amount of the Debt against the Bank.

§ 22

1. In the case of Credit Cards, the Customer shall be obliged to repay the Debt in the Card Account at least equal to the Minimum Repayment Amount and within the Repayment Date specified by the Bank in the Card Account Statement. If the Repayment Date falls on a day which is not a Business Day, the first Business Day after that day shall be deemed the Repayment Date.
2. The Debt Repayment may be effected in the form of:
 - 1) Automatic Repayment;
 - 2) a transfer from the account kept at the Bank;
 - 3) a transfer from the account kept at another bank;
 - 4) cash deposit at the Bank's cash desk, in other banks or post offices.
3. Repayment of the Debt in the form of Automatic Repayment shall be possible provided that:
 - 1) submission by the Customer, in the Credit Cards Agreement, of an instruction to repay the Debt under Credit Cards in the form of Automatic Repayment, subject to § 23 para. 1.
 - 2) an Account for the Customer is kept by the Bank;
 - 3) occurrence of Debt under Credit Cards indicated in the Card Account Statement;
 - 4) have funds in the Account in an amount allowing the Bank to perform Automatic Repayment on the Repayment Date.
4. If, within 2 Business Days before the Repayment Date, funds are credited to the Card Account in an amount not lower than the amount declared by the Customer in the Credit Cards Agreement with respect to the Debt indicated in the Card Account Statement, subject to § 23 para. 1, the Bank shall refrain from executing the Automatic Repayment in a particular Settlement Cycle. Payments made by the Customer to the Card Account after the end of the Settlement Cycle and after generating the Card Account Statement, but before the Repayment Date, do not affect the Bank's execution of the Automatic Repayment.
5. If, within 2 Business Days before the Repayment Date, funds are credited to the Card Account in an amount lower than the amount declared by the Customer in the Credit Cards Agreement with respect to the Debt indicated in the Card Account Statement, subject to § 23 para. 1, the Bank shall execute the Automatic Repayment of the Debt in an amount equal to the difference between the credited amount and the amount declared by the Customer in the Credit Cards Agreement with respect to the Debt indicated in the Card Account Statement, subject to § 23 para. 1.
6. If the Debt under Credit Cards is repaid via Automatic Repayment, the Customer is obliged to ensure funds in the Account from which the Automatic Repayment is to be made, in the amount declared by the Customer in the Credit Cards Agreement with respect to the Debt indicated in the Card Account Statement, subject to § 23 para. 1 not later than until 3:30 p.m. on the Repayment Date, subject to para. 1.
7. If the amount of Automatic Repayment declared by the Customer is lower than the Minimum Repayment Amount, the Minimum Repayment Amount shall be collected from the Account indicated by the Customer.
8. If there are no funds on the Account on the Repayment Date in the amount declared by the Customer in the Credit Cards Agreement with respect to the Debt indicated in the Card Account Statement, subject to § 23 para. 1, the Bank shall be entitled to check the balance available on this Account within five days after the Repayment Date and to carry out the Automatic Repayment instruction in the situation referred to in para. 3 section 3, save for para. 9.
9. If on the date of check by the Bank of the balance available in the Account in that Account funds are available in the amount lower than the funds declared by the Customer in the Credit Cards Agreement with respect to the Debt indicated in the Card Account Statement, subject to § 23 para. 1 at the same time allowing for repayment of the Debt in the Minimum Repayment Amount, the Minimum Repayment Amount shall be collected from the Account indicated by the Customer.
10. Regardless of the form of repayment of the Debt, the date of crediting the funds in the Card Account shall be deemed the date of repayment of the Debt.
11. The Bank shall count any payments towards repayment of the Debt arising from the following titles and in the order specified below:
 - 1) fees and commissions;
 - 2) interest;
 - 3) Cash Transactions;



- 4) Non-cash Transactions.
12. Payments to the Card Account shall reduce the balance of the Debt on the next Business Day after the payment date at the latest and increase the available Global Limit and the available Card Limit by the amount due on the second Business Day following the date of payment at the latest.
13. The amount of repayment made on the Card Account that exceeds the current Debt bears no interest and does not increase the current available Global Limit. The repayment amount exceeding the current Debt shall be counted towards the future Debt repayment.

§ 23

1. Subject to para. 2 at any time during the term of the Credit Cards Agreement, the Customer may place an instruction to establish, change the parameters or revoke Automatic Repayment using the Customer Service or at the Bank's Unit. For the change referred to in the foregoing sentence, no form shall be required to amend the terms and conditions of the Credit Cards Agreement.
2. The execution by the Bank of an instruction to establish, change the parameters or revoke Automatic Repayment shall be conditioned by its submission no later than 2 Business Days before the Repayment Date, provided that the establishment, change of the parameters or revocation of the Automatic Repayment Date is to be effective as of the next Repayment Date.
3. If the Customer cancels the Automatic Repayment, the Customer shall repay the Debt due to the Credit Cards in the manner and on the principles referred to in § 22 para. 1 – 2.

STATEMENT

§ 24

1. A confirmation of debiting the Account or the Card Account due to the use of the Card shall be the statement or the Card Account Statement, respectively. In the case of:
 - 1) Debit Cards, Multi-currency Cards – the Bank shall make available, at least once a month, a bank statement of the Account in a manner and within the deadlines set for the Card Account;
 - 2) Charge Cards and Credit Cards – the Bank shall make available to the Customer once a month, after the end of a Settlement Cycle, a Card Account Statement.
2. The Card Account Statement, referred to in para. 1 section 2, shall be provided to the Customer:
 - 1) in electronic form, via the System or
 - 2) in electronic form, by e-mail, to the Customer's last e-mail address known to the Bank, or
 - 3) in hard copy, by post, by ordinary mail sent to the Customer's last correspondence address known to the Bank in the territory of Poland;subject to the Customer's instruction specified in the Cards Agreement, subject to § 25 para. 1.
3. For making the Card Account Statement available to the Customer in the manner referred to in para. 2 section 2, the Bank shall charge a fee in the amount specified in the Tariff.
4. The Bank shall not be liable for any consequences of a failure to deliver a Card Account Statement due to outdated mailing address of the Customer and shall reserve the right to charge the Customer with the costs of preparing and sending a duplicate of the Card Account Statement.
5. The Customer shall be obliged to report, at the Customer Service or the Bank's Unit, a failure to receive a Card Account Statement within 14 days of the end of the Settlement Cycle.
6. The Customer's failure to receive a Card Account Statement shall not release the Customer from the obligation referred to:
 - 1) for Charge Cards – in § 21 para. 2;
 - 2) for Credit Cards – in § 22 para. 1.

Information about the debt under the Credit Cards, the Minimum Repayment Amount and the Repayment Date is available at the Customer Service or the Bank's Unit.

7. The Customer shall, at least once a month, provide the Card User with information about Transactions made by the Card.

§ 25

1. Subject to para. 2 at any time during the term of the Cards Agreement the Customer may place an instruction to change the method of making the Card Account Statement available by the Bank. For the change referred to in the foregoing sentence, no form shall be required to amend the terms and conditions of the Cards Agreement.
2. In order for the Bank to execute the instruction to change the method of making the Card Account Statement available by the Bank, it shall be submitted no later than 2 Business Days before the end of the Settlement Cycle.



INSTRUCTIONS CONCERNING THE CARD AND THE CARD ACCOUNT

§ 26

1. During the Card Validity Period the Customer may place an instruction to deactivate or reactivate the possibility to make Contactless Transactions using the Card via the System, the Mobile Application, at the Customer Service or the Bank's Unit.
2. Deactivation or reactivation of the possibility to make Contactless Transactions using the Card shall be completed in full after the User makes the Transaction referred to in § 13 para. 4 section 1(a) first indent, or in § 13 para. 4 section 2(a).

§ 27

1. During the Card Validity Period, the Customer may place an instruction to change the shipment address of the Card and the PIN Number at the Customer Service or the Bank's Unit.
2. The change referred to in para. 1 which involves indicating whether the Card and the PIN Number, unless assigned by the User via the System, the Mobile Application or the Telephone Centre, shall be sent by the Bank as of the date of execution of the instruction:
 - 1) to the last mailing address of the Customer known to the Bank in the territory of Poland, indicating the first and last name of the Card User; or
 - 2) to the last mailing address of the Card User in the territory of Poland known to the Bank, indicated in the Personal Data Sheet;shall apply until the Customer submits another instruction to change the address of shipment for the Card and the PIN Number.

§ 28

1. If the PIN Number is forgotten by the Card User:
 - 1) the Card User may, subject to § 10 para. 2 assign the PIN Number via the System, the Mobile Application or the Telephone Centre;
 - 2) the Customer may place an instruction to issue by the Bank a duplicate of the PIN Number at the Customer Service or at the Bank's Unit.
2. In the case referred to in 1 section 2 the PIN Number duplicate may be delivered by regular mail or courier service to the last mailing address of the Customer known to the Bank within the territory of Poland, indicating the first and last name of the Card User, or to the last known mailing address of the Card User within the territory of Poland known to the Bank, indicated in the Personal Data Sheet, subject to § 10 para. 5.
9. For the issuance and sending of a PIN Number duplicate the Bank shall charge a fee in the amount specified in the Tariff.

§ 29

1. All Charge Cards or Credit Cards issued for one Card Account shall be subject to the same Settlement Cycle determined by the Customer in the Cards Agreement.
2. Subject to para. 3 – 4 at any time during the term of the Cards Agreement, the Customer may place an instruction to change the Settlement Cycle using the Customer Service or at the Bank's Unit. For the change referred to in the foregoing sentence, no form shall be required to amend the terms and conditions of the Cards Agreement.
3. The Bank shall execute the instruction to change the Settlement Cycle on the condition that:
 - 1) the Customer submits an instruction to change the Settlement Cycle no later than 2 Business Days before the end of the Settlement Cycle, provided that the change of the Settlement Cycle is effective as of the next Settlement Cycle; and
 - 2) the Customer submits, within the time limit indicated in the Card Account Statement made available to the Customer after the end of the Settlement Cycle preceding the Settlement Cycle, within which the instruction to change the Settlement Cycle is executed by the Bank:
 - a) for Charge Cards issued to the Card Account, in the case of which the Customer requests to change the Settlement Cycle – repayment of the total Debt under the Charge Cards;
 - b) for Credit Cards issued to the Card Account, in the case of which the Customer requests a change of the Settlement Cycle – repayment of at least the Minimum Repayment Amount.
4. If the Settlement Cycle is changes, the first Settlement Cycle after the change is made by the Bank shall not be shorter than 14 days and longer than 44 days.
5. A change of the Settlement Cycle shall apply from the next Settlement Cycle following the Settlement Cycle in which the Bank has executed the instruction to change the Settlement Cycle submitted by the Customer.

**§ 30**

1. Subject to para. 2, at any time during the term of the Charge Cards Agreement, the Customer may place an instruction to change the Account, charged with the repayment of the Debt under the Charge Cards at the Customer Service or the Bank's Unit. For the change referred to in the foregoing sentence, no form shall be required to amend the terms and conditions of the Charge Cards Agreement.
2. The execution by the Bank of the instruction to change the Account, referred to in para. 1, shall be made on the condition that the Customer submits an instruction to change the Account no later than 2 Business Days before the end of the Settlement Cycle, provided that the change in the Account is to be effective from the next Repayment Date.

CARD RENEWAL AND REPLACEMENT**§ 31**

1. The Card shall be renewed automatically 2 months before the expiry of the Card Validity Period. The Bank shall renew the Card:
 - 1) activated no later than 2 months before expiry of the Card Validity Period;
 - 2) which has not been cancelled;
 - 3) unless the Customer has notified the Bank of his/her resignation from renewal 2 months before the expiry of the Card Validity Period at the latest;
 - 4) provided that the Card whose Card Validity Period expires has not been withdrawn from the Bank's offer; and provided that:
 - 5) the Customer repays the debt on the terms specified:
 - a) for Charge Cards – in § 21 para. 2;
 - b) for Credit Cards – in § 22 para. 1.
 - 6) and for Charge Cards or Credit Cards, the Customer additionally has the creditworthiness which allows Cards Agreement to be continued.
2. If the Customer resigns to renew the Card, he/she shall submit an instruction to the Customer Service or the Bank's Unit no later than 2 months before the expiry of the Card Validity Period.
3. If the Customer fails to notify the Bank of his/her resignation from renewal within the period referred to in para. 2, the Bank shall prepare the Card with a new Card Validity Period and the previously used PIN Number and shall collect the fee in accordance with the Tariff. A renewed Card:
 - 1) shall be sent by regular mail to the last mailing address of the Customer known to the Bank within the territory of Poland, indicating the first and last name of the Card User, or to the last known mailing address of the Card User within the territory of Poland known to the Bank, indicated in the Personal Data Sheet, depending on the Customer's instruction submitted in the Application, subject to § 27 para. 1 – 2;
 - 2) shall be activated on the principles specified in § 9 para. 8.The Card User shall lose the right to use the existing Card upon activation of the renewed Card or on the date of expiry of the Validity Period of the existing Card, whichever is earlier.
4. The resignation from renewal of the Card submitted by the Customer after the deadline referred to in para. 2 shall not result in a refund of the fee charged for renewal thereof.
5. The Bank shall inform the Customer about the refusal to renew the Card, if the refusal is dictated by one of the reasons referred to in para. 1 sections 5–6, via e-mail, in writing or by phone no later than 4 weeks before the expiry of the Card Validity Period.
6. The Customer's resignation from renewal of the last active and non-cancelled Charge Card or Credit Card shall mean automatic termination of the Charge Cards Agreement or Credit Cards Agreement, respectively, and shall result in its dissolution upon the expiry of the Validity Period of the last Card.
7. A refusal by the Bank to renew the last active and non-cancelled Charge Card or Credit Card shall mean the termination of the Charge Cards Agreement or Credit Cards Agreement, respectively, on the expiry of the Card Validity Period.

§ 32

1. The Bank may renew the Card before the expiry of the Card Validity Period in the case of the Card being withdrawn from the Bank's offer, the change of the Payment Organisation to which the Bank orders payment services related to the Card, or technological changes in the Card in connection with the requirements of the Payment Organisation, increasing the security or functionality of the Card.
2. In the case referred to in paragraph 1:
 - 1) a Card of the changed type shall be issued:



- a) whose terms and conditions and functionalities will not be worse than the type of the Card withdrawn from the offer;
- b) if the conditions set out in § 31 para. 1;
- 2) the Customer will be notified of the earlier renewal of the Card within at least 4 weeks prior to its renewal.
3. The Customer may refuse to accept the new Card by submitting a written statement.
4. The Card User shall lose the right to use the existing Card upon activation of the renewed Card or on the date specified by the Bank in the notification referred to in para. 2 section 2.

CARD RESIGNATION

§ 33

1. The Customer may resign from the Card at any time.
2. In the case of resignation from the Card during the Card Validity Period, the Customer should report this fact at the Customer Service or the Bank's Unit and destroy the Card in a manner preventing its further use and reading of the Card number and data recorded in the magnetic strip and the Card microprocessor.
3. Resignation from the last Charge Card or Credit Card shall be tantamount to terminating the Charge Cards Agreement or Credit Cards Agreement, respectively.
4. Before resigning from the Card, the Card User shall:
 - 1) cancel bookings made based on the Card data;
 - 2) cancel the acceptance granted to the Merchant, referred to in § 13 para. 6.
5. Transactions settled by the Bank after the date of resignation from the Debit Card or the Multi-currency Card shall be debited to the Account, whereas the Transactions settled by the Bank after the date of resignation from the Charge Card or the Credit Card shall be debited to the Card Account and the Global Limit.
6. Card resignation shall not result in a refund of fees charged for the Card's useful life.

CANCELLATION AND BLOCKING OF THE CARD OR OF POSSIBILITY TO USE THE CARD

§ 34

1. If the Card User three times in a row provides an incorrect PIN Number, this shall cause:
 - 1) blocking possibility to use the Card;
 - 2) blocking possibility to use the Card and its hold-up by the ATM or the Merchant.
2. The Card blockade, referred to in 1 section 1, shall be cancelled on the following day, provided that the correct PIN Number is entered when making the first Transaction, referred to in § 13 para. 4 section 1(a) first indent, or in § 13 para. 4 section 2(a).
3. In the case referred to in para. 1 section 2 the Customer or the Card User shall be obliged to contact the Bank immediately in order to perform the Card Cancellation.

§ 35

1. If the Card User three times in a row provides incorrect 3D Secure Password or 3D Secure PIN Code, or three times in a row provides a wrong answer to the security question, this shall result in blocking the possibility to use this method of acceptance of Internet Transactions.
2. The Customer may place an instruction to unblock the possibility of using the method of acceptance of Internet Transactions referred to in section 1 at the Customer Service or the Bank's Unit.

§ 36

1. The Customer or the Card User may, at any time, perform Card Blockade:
 - 1) via the System or the Mobile Application,
 - 2) at the Customer Service.
2. The Customer or the Card User may submit an instruction to unblock the Card, provided the Card has not previously been blocked by the Bank for the reasons specified in § 37 para. **Błąd! Nie można odnaleźć źródła odwołania.**
 - 1) via the System or the Mobile Application,
 - 2) at the Customer Service,with the reservation that the Card may be unblocked by the Card User only if it was previously blocked based on their instruction.
3. The Customer or the Card User may, at any time, perform Card Cancellation.



4. In the case of misplacement, loss, theft, misappropriation, unauthorised use, unauthorised access to the Card or the Credentials or finding a Transaction which has not been executed by the Card User, this fact should be immediately reported for the purposes of Card Cancellation. The notification may be made:
 - 1) by phone, by calling the Telephone Centre or the Telephone Customer Service Centre;
 - 2) either at the Customer Service or in the Bank's Unit;
 - 3) via the System or the Mobile Application;
 - 4) at the branch of another bank honoring the Payment Organisation cards in the event of losing the Card abroad.
5. Telephone numbers at which the Card Cancellation can be reported are available at the Customer Service, in the Bank's Unit, on the Website and on the reverse of the Card.
6. In the case referred to in para. 3, in order to streamline the complaint handling process, the Customer or the Card User should provide the Bank within 14 days of reporting the notification with:
 - 1) a letter in Polish explaining the circumstances in which the Card was lost or stolen or in any other case specified in para. 3;
 - 2) a certificate issued by the Police on submission of a notification of suspected crime – in the case of theft of the Card or an Unauthorised Transaction, including Transactions with a copied Card, if the Transaction amount debited the Account or the Card Account.
7. After reporting the Card Cancellation, the Bank shall issue, at the Customer's request, a new Card to replace the cancelled Card.
8. If a cancelled Card is recovered, it should be destroyed so as to prevent it from being used and prevent the Card number and data recorded in the magnetic strip and the Card microprocessor being read.

§ 37

1. The Bank may block the Card in justified cases:
 - 1) a suspicion exists that the Card has been used in an unauthorised manner or an unauthorised Transaction has been caused intentionally;
 - 2) suspected disclosure of the Card details;
 - 3) suspected forgery of the Card;
 - 4) suspected disclosure of the Credentials;
 - 5) for security reasons;
 - 6) increase of the risk of losing creditworthiness by the Customer or untimely repayment of the Debt;
 - 7) exceeding, in the case of Charge Cards or Credit Cards, the Global Limit or the Card Limit, and the lack of immediate repayment by the Customer of the amount by which the Global Limit or Card Limit has been exceeded;
 - 8) if the User provides an incorrect PIN number or an incorrect 3D Secure Password or 3D Secure PIN Code for the Card for the Card three times in a row;
 - 9) if putting a hold on the Card is required under the provisions of law;
 - 10) blocking the Account by an authorised body.
2. The Bank may perform Card Cancellation in justified cases:
 - 1) termination of the Master Bank Agreement or the Cards Agreement by the Customer;
 - 2) termination of the Master Bank Agreement or the Cards Agreement by the Bank;
 - 3) submitting an instruction to resign from using the Card by the Customer;
 - 4) obtain reliable information about losing the Card from a third party;
 - 5) a suspicion exists that the Card has been used in an unauthorised manner or an unauthorised Transaction has been caused intentionally if telephone contact with the Card User in order to confirm the performance or attempt to execute the Transaction proved impossible, and Blocking the Card does not provide sufficient security against unauthorised use of the Card;
 - 6) for security reasons, when the Card Blockade is an insufficient security measure;
 - 7) identify or suspect disclosure of the Card details if telephone contact with the Card User proved impossible and the Card Blockade is not sufficient to protect against unauthorised use of the Card;
 - 8) identify or suspect forgery of the Card details if telephone contact with the Card User proved impossible and the Card Blockade is not sufficient to protect against unauthorised use of the Card;
 - 9) identify or suspect disclosure of the Credentials if telephone contact with the Card User proved impossible and the Card Blockade is not sufficient to protect against unauthorised use of the Card;
 - 10) the Card User's death;



- 11) the Customer's inability to repay the liabilities resulting from the Transactions made with the Card;
 - 12) stating by the Bank that the Customer has falsified information or has lost information about a negative impact on the amount of the Global Limit set by the Bank;
 - 13) discovering the presence of the Customer or the Card User on the sanctions lists of the European Union, the UN or the government of the United States of America.
3. In the situations referred to in para. 1 – 2 the Bank shall inform the Customer or the Card User about Stopping of the Card or Blocking the Card immediately prior to Card Cancellation or Card Blockade by phone or by e-mail; and if this is not possible, immediately after Card Cancellation or Card Blockade is made by phone, e-mail or in writing. 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.
 4. The Bank unblocks the Card immediately after the circumstances justifying the Card Blockade have ceased.
 5. In the case of Transactions settled after the Card Cancellation, the provisions of § 18 shall apply.
 6. If the Card is cancelled, it should be destroyed so as to prevent it from being used and prevent the Card number and data recorded in the magnetic strip and the Card microprocessor being read.

INSURANCE

§ 38

1. The Customer and the Card User may be covered by a free-of-charge insurance package for the risk specified in the Specific Terms and Conditions of Insurance.
2. The condition for the Customer and the Card User to be included in the insurance cover is the submission by the Customer and the Card User of a declaration of intent to join the insurance agreement.
3. The Customer and the Card User are covered by the insurance cover starting from the day following the date of joining the insurance agreement, however no earlier than the day of activation of the Charge Card.
4. In the event of an insured event, the Customer or the Card User shall be obliged to report the damage in the manner and on the terms specified in the Specific Terms and Conditions.
5. Specific Insurance Terms and Conditions are available at the Customer Service, Bank's Units, Telephone Centre and on the Website.

SECURITY RULES

§ 39

1. Upon receiving the Card, the Card User shall be obliged to take all appropriate measures specified in the Regulations to prevent the personalised security features of the Card being infringed. The Card user shall:
 - 1) use the Cards in accordance with the Master Bank Agreement, the Cards Agreement and the Regulations;
 - 2) use the Card only during the Card Validity Period, but no longer than for the Card Cancellation, termination or expiry of the Agreement or the Cards Agreement;
 - 3) comply with generally applicable laws, in particular the Act on Payment Services, the Civil Code, the Banking Law, the Foreign Exchange Law, the Anti-Money Laundering and Terrorist Financing Act and the EU legislation applicable under the law;
 - 4) sign the Card in a permanent manner immediately after its receipt, in accordance with the signature placed with the Bank in the Personal Data Sheet;
 - 5) protect the Card against loss, theft or damage;
 - 6) not to disclose the data placed on the Card for purposes other than executing a Transaction, reporting the loss of the Card or filing a Complaint;
 - 7) not make the Card, Card data or Credentials available to other persons;
 - 8) not disclose the PIN Number, 3D Secure Password or the 3D Secure PIN Code to other persons;
 - 9) do not keep the Card together with the PIN Number;
 - 10) store the Card and protect the PIN Number with due diligence;
 - 11) immediately report to the Bank the loss or destruction of the Card;
 - 12) immediately report to the Bank any suspected improper or unauthorised use of the Card;
 - 13) verify on a regular basis the Transactions included in the Account statements or Card Account Statements;
 - 14) reporting the Policy of theft of the Card, an unauthorised Transaction, including Transactions with a copied Card, if the Transaction amount debited the Account or the Card Account and reduced the Available Balance;
 - 15) to submit to the Bank a confirmation of notifying theft of the Card or an unauthorised Transaction to the Bank, including Transactions with a copied Card, when the Transaction amount debited to the Account or the Card Account and reduced the Available Balance;



- 16) destroy the Card in such a manner as to prevent it from being used and to read the Card number and the data recorded in the magnetic strip and the Card microprocessor in the case of cancelling the Card, Cancellation of the Card, when the Card is renewed or immediately after the Card Validity Period has expired.
2. The Customer and Card Users shall be obliged to apply jointly the Security Principles included in the Regulations and published on the Website.
3. The Security Principles referred to in para. 1 – 2 shall not affect the Customer's consent of the PIS Provider for the provision of the service involving initiation of payments from the Account or the Card Account, and the AIS Provider to provide the service with access to information on the Account or the Card Account and Transactions related to the Account or the Card Account, respectively.
4. The Bank may refuse the PIS Provider or AIS Provider access to a given Account or Card Account for objectively justified and duly documented reasons related to unauthorized or illegal access to the Account or Card Account by such an entity, including unauthorised initiation of a Non-cash Transaction.
5. In the case referred to in para. 4 the Bank shall inform the Customer in an agreed manner about the refusal to access the Account or the Card Account and the reasons therefor. Such information shall be given, if possible, to the Customer 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 Account or the Card Account immediately following the cessation of the reasons justifying the refusal.

LIABILITY

§ 40

1. The Customer shall be liable for Transactions not accepted by the User in accordance with § 13 para. 4 in full amount if the Transaction not accepted by the Card User results from:
 - 1) the use of the Card lost by the User or a stolen Card; or
 - 2) misappropriation of the Card or its unauthorized use as a result of breaching by the Cardholder of the obligations referred to in § 39 para. 1.
2. The provision referred to in para. 1 shall not apply where:
 - 1) the Customer or the Card User was not able to recognise the loss, theft or misappropriation of the Card prior to the execution of the Transaction, except when the Customer or the Card User acted intentionally; or
 - 2) the loss of the Card before the execution of the Transaction was caused by an act or omission by an employee of the Bank, an agent or a Bank's branch, or rendering services to the Bank to provide technical services supporting the provision of payment services which are not the subject of the Transaction and is not an AIS Vendor or a PIS Vendor.
3. The Customer shall be liable for the Cards not accepted by the User in accordance with § 13 para. 4, Transactions in full amount, if the User caused them intentionally or as a result of wilful misconduct, or as a result of failure to exercise due diligence in breach of at least one of the obligations referred to in § 36 para. 4 and 6 or § 39 para. 1.
4. After the Card Cancellation is performed in accordance with § 36 para. 4 or § 37 para. 2, the Customer shall not be liable for any Transactions not accepted by the User, unless the Card User caused them intentionally.
5. If the Card is not accepted by the Customer in accordance with § 13 para. 4, the Transaction in accordance with for which the Customer is not liable, the Bank shall immediately, however no later than by the end of the Business Day following the date of finding the occurrence of the Transaction which the Account or the Card Account has been debited or after the date of receipt of a relevant report made by the Customer on the terms and conditions set out in the Regulations, except where the Bank has reasonable and duly documented grounds to suspect fraud and shall inform the authorities appointed to prosecute criminal offences in writing. The confirmation of returning the Transaction by the Bank shall be the provision of the next statement from the account or the Card Account statement with information on conditional crediting of the Account or the Card Account with the Transaction subject to the complaint and the date of its posting.
6. The Bank shall be liable towards the Customer 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 Transactions not accepted by the User in accordance with § 13 para. 4;
 - 2) refusal by the Bank to execute Transactions not accepted by the Card User, in accordance with § 13 para. 4.
7. The Customer'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 Account or the Card Account



or the date on which the transaction was to be executed, if the Customer had not notified the Bank of such an event.

§ 41

1. The Customer shall be liable for:
 - 1) all Transactions made using the Cards issued to the Card Users, subject to § 40 para. 2 and 4 and § 42;
 - 2) exceeding the Available Balance, the available Global Limit or the available Card Limit by making a Transaction and is obliged to immediately repay the excess amount;
 - 3) Transactions without physical presentation of the Card, made on the basis of the consents previously granted by the User, settled after termination of the Master Bank Agreement or the Cards Agreement.
2. The Customer is obliged to control the manner in which the Cards are used by individual Card Users.

§ 42

1. The Bank shall be liable for the Transactions referred to in § 40 para. 2.
2. The Bank shall not be liable for any Transactions:
 - 1) which were made prior to reporting the loss of the Card due to wilful misconduct or as a result of gross negligence of the Card User if the Card User failed to fulfil the obligations set out in the Regulations;
 - 2) which the Card User caused intentionally after reporting the loss of the Card;
 - 3) in the event of failure to fulfil one or more of the obligations referred to in § 36 para. 4 and 6 or § 39 para. 1.
3. The Bank shall not be liable for commissions and fees charged on the Transactions by the Merchants or for Transactions made by the Merchants providing travel and tourist services in accordance with the terms and conditions of the provision of services by the Merchant.

§ 43

The Bank handles the Cards 24 hours a day, 7 days a week, apart from the Card service interruption periods caused by Force Majeure, statutory or executive act, or a maintenance break in operation of the Bank's IT system, resulting from the need to perform the necessary actions related to its proper functioning, improvement, maintenance, supply or security, upon prior notification of the Customer via the System no later than on the day preceding such a maintenance break.

RULES FOR INTEREST RATE, FEES AND COMMISSIONS

§ 44

1. For the Credit Cards the interest rate on the Global Limit shall be determined according to the variable interest rate set out in the Interest Rate Table.
2. The Interest Rate Table is available at the Customer Service, in the Bank's Units and on the Website.
3. The interest on the Global Limit used shall be calculated based on the actual number of days in a given year and the actual number of days on which given Debt amounts remain unpaid and in pursuance of para. 4 - 7.
4. Interest on the Global Limit used shall not be accrued if the Debt has been repaid in full by the Repayment Date indicated in the Card Account Statement, subject to para. 5.
5. In the case of Cash Transactions, interest shall accrue from the date of making a given Cash Transaction until the date preceding the repayment of the total Debt under Cash Transactions.
6. In the case of partial repayment of the Debt on the Repayment Date or if the Debt is repaid in full after the Repayment Date, interest on the Global Limit used shall be calculated from the date of the Transaction until the date preceding the full repayment thereof.
7. In the case of Debt occurring after the Credit Cards Agreement termination date, the Bank shall charge increased interest at the rate specified in the Interest Rate Table.

§ 45

1. In the case of Credit Cards the interest rate on the Global Limit shall be floating and equal to twice the amount of statutory interest, i.e. twice the sum of the reference rate of the National Bank of Poland and 3.5 percentage points.
2. The amount of statutory interest referred to in para. 1 shall depend on the level of the reference rate of the National Bank of Poland. The Global Limit interest rate shall be reduced when the reference rate of the National



Bank of Poland is reduced and shall be increased when the reference rate of the National Bank of Poland is increased.

3. The changed interest rate on the Global Limit shall apply from the date on which the reference rate of the National Bank of Poland changed.
4. The Bank shall notify the Customer of any change in the interest rate on the Global Limit via the System and on the Website.

§ 46

1. The Bank shall charge fees, commissions and other receivables for the issuance, service and use of the Cards in the amount and on the principles set out in the Tariff.
2. The fees, commissions and other receivables referred to in para. 1 shall be collected by the Bank against the Account or the Card Account.
3. The Tariff is available at the Customer Service, Bank's Units, Telephone Centre and on the Website.

§ 47

1. The Bank may unilaterally change the amounts of fees and commissions set out in the Tariff upon occurrence of at least one of the following valid reasons which will affect the amount of fees and commissions:
 - 1) change of the consumer price index, compared to the previous index for a quarterly, six-months or yearly period – by at least 1%;
 - 2) change of at least one of the interest rates announced by the National Bank of Poland, including the Monetary Policy Council:
 - a) change of the NBP lombard loans rate – by at least 1% of the indicator since its last change;
 - b) change of the NBP bill of exchange rediscount rate – by at least 1% of the indicator since its last change;
 - c) change of the NBP reference rate – by at least 1% of the indicator since its last change;
 - d) change of the mandatory reserve rate – by at least 1% of the indicator since its last change;
 - 3) change of costs the Bank must incur to perform actions provided for in the Regulations, and specifically the costs of electricity, telecommunication/IT connections, IT, intrabank settlements, cards settlements, Payment Instruments, labour costs and costs of third party services in relation to the previous price for the given service in a quarterly, six-month or yearly period by at least 0.1%;
 - 4) change in the scope, manner or form of performance of activities related to the Cards or services provided by the Bank under the Regulations and affecting the Bank's activity costs under the Regulations incurred by the Bank by at least 0.1%;
 - 5) the need to adjust the level of fees and commissions to competitive offers with respect to the Bank's market position, taking into account the size of assets and the type of product or service provided by the Bank;
 - 6) changing or introducing new provisions of law affecting the Bank's activity or increasing the operating costs covered by the Regulations, provided that the Bank is obliged, based on these Regulations, to adjust fees and commissions or to collect fees and commissions, or if the amended or newly introduced provisions of law have a direct impact on activities related to the execution of the Master Bank Agreement or the Cards Agreement;
 - 7) introduction of changes in the manner or form of provision of services resulting from technical or technological solutions in the IT system affecting the Bank's activity and services rendered, or an increase in the operating costs incurred by the Bank under the Regulations by at least 0.1%, provided that they ensure proper performance of the Master Bank Agreement or the Cards Agreement;
 - 8) change of macroeconomic conditions affecting the Bank's business or causing an increase in the costs incurred by the Bank, in relation to its activities covered by the Regulations;
 - 9) in connection with the withdrawal of any product or service provided under the Master Bank Agreement or the Cards Agreement covered by the Tariff from the Bank's offer;
 - 10) in order to change the name of the document or service, changes in order, writing or clarifying the existing provisions of the Tariff.
2. The Tariff shall be amended on the terms and with the Customer's rights provided for amendments to the Regulations referred to in § 48 para. 2 – 4, subject to para. 3.
3. The Bank shall be entitled to amend the Tariff without notice if the changes are made solely to reduce or withdraw from collecting the fees or commissions.



AMENDMENT TO THE REGULATIONS AND COMMUNICATION

§ 48

1. During the term of the Master Bank Agreement or the Cards Agreement the Bank may unilaterally amend the Regulations if at least one of the following important reasons occurs:
 - 1) introduction of new or amendment to applicable provisions of law, or issuing recommendations or interpretations by authorised state authorities, as well as a specific administrative decision on the manner of application of these regulations, to the extent in which the Bank is obliged to introduce them or apply them for the purpose of proper performance of the Master Bank Agreement or the Cards Agreement;
 - 2) changes in the Bank's products and services, related to technological and IT progress, which increase security or facilitate the use of the Bank's products and services by the Customer, provided that this ensures proper performance of the Master Bank Agreement or the Cards Agreement and makes it necessary to adjust the provisions of the Regulations;
 - 3) changes in the functionality of products or services offered by the Bank due to changes in the Bank's IT infrastructure;
 - 4) further specification of the rules and deadlines for determination of exchange rates or a change in the frequency of their determination or indication of the sources independent of the Bank and a publicly available source on the basis of which the exchange rates are determined by the Bank;
 - 5) implementation of new functional, organisational, or technical solutions by the Bank;
 - 6) implementation of new products or services or a change in the functioning of the existing ones by the Bank;
 - 7) modification of the Bank's IT system with which the Bank performs the activities covered by the Regulations;
 - 8) changes in the scope, manner or form of the Bank's performance of activities covered by the Regulations;
 - 9) withdrawal from the Bank's offer of a product or service provided under the Master Bank Agreement or the Cards Agreement and covered by the Regulations;
 - 10) in order to change the name of the document or service, changes in order, writing or clarifying the existing provisions as a result of an analysis of the complaint handling process.
2. The Bank shall notify the Customer of amendments to the Regulations in electronic form or in writing no later than 14 days before the changes enter into force.
3. If the Customer does not accept the changes, the Customer shall have the right, before the date of the proposed changes, to terminate the Master Bank Contract or the Cards Agreement. In the case of termination, the Master Bank Agreement or the Cards Agreement shall be dissolved at the end of the notice period. In the case of failure to terminate, respectively, the Master Bank Agreement or the Cards Agreement, it shall be deemed that the Customer agrees to the amendment.
4. Termination of the Master Bank Agreement or the Cards Agreement pursuant to the procedure referred to in 3 shall not affect the Transactions made with the Card prior to the termination of the Master Bank Agreement or the Cards Agreement, respectively, and all provisions of the Master Bank Agreement or the Cards Agreement, including the Regulations and Tariffs, shall remain in force with respect to these Transactions.
5. The Regulations are available at the Customer Service, Bank's Units, Telephone Centre and on the Website.

§ 49

1. During the term of the Master Bank Agreement or the Cards Agreement the Bank may amend the Communication unilaterally on the terms and under the rights of the Customer as provided for the amendments to the Regulations referred to in § 48 para. 2 - 4.
2. The Communication is available at the Customer Service, Bank's Units, Telephone Centre and on the Website.

COMPLAINTS

§ 50

1. The Customer or the Card User shall have the right to lodge Complaints concerning the use of the Card.
2. The Customer or the Card User shall be obliged to immediately report to the Bank in the form of a Complaint, on the principles set out in para. 3, any discrepancies noted in the Account statement or Card Account Statement received, concerning:
 - 1) objected Transactions included in the Account statement or the Card Account Statement;
 - 2) an error or other irregularities in the performance of the Transaction settlement;
 - 3) failure to include in the Account statement or the Transaction Account Statement a Transaction which was actually made, but has not been settled despite the lapse of significant time from the date thereof.
3. The Customer or the Card User has the right to file a Complaint:



- 1) in writing – in person at the Bank Units or the Bank's head office or in the form of courier mail or a letter sent by mail to the address of the Bank's Unit or the Bank's head office;
 - 2) orally – by phone at the Customer Service or the Telephone Centre;
 - 3) in electronic form – either via the Customer Service or via the complaint form available on the Website.
4. At the request of the Customer or the Card User who submitted the complaint, the Bank shall provide the Customer or the Card User with confirmation of its placement.
 5. If the Complaint concerns the Transaction amount, in order to streamline the complaint handling process, the date of the Transaction, the Transaction amount and the name of the Merchant at which the Transaction was made should be specified in the Complaints, subject to para. 6.
 6. In any other case, in order to streamline the complaint handling process, the notification should include the Transaction date, the Transaction amount, the name of the Merchant at which the Transaction was made, a description of the reason for filing the Complaint and the signature of the Card User in accordance with the signature in the Personal Data Sheet.

§ 51

1. The Bank shall process the Complaints referred to in § 50 within 15 Business Days from the date of filing the Complaint.
2. This deadline may be extended in the case of particularly complex matters or cases requiring additional explanations, but not longer than to 35 Business Days.
3. If it is impossible to process the Complaint within the time limit referred to in para. 2 due to the necessity to obtain in this respect additional information or documents, including from other institutions participating in the execution or settlement of the Transaction subject to the complaint, the Bank, despite the failure to complete the complaint handling procedure, shall credit the Account or the Card Account with the amount of the Transaction subject to the complaint. If the Complaint proves to be unjustified, the Bank shall debit the Account or the Card Account with the conditional crediting amount.
4. The Bank shall reply to the written Complaints submitted by mail by sending a reply to the mailing address, and in other cases by letter, telephone or e-mail address, if the Customer or the Card User provides the Bank with a telephone number or an e-mail address.
5. If the Complaint is deemed justified, the Bank shall credit the Account or the Card Account with the amount complained about, with the date at which this Account or Card Account was debited.
6. In the case of recognising a Complaint relating to Cash Transaction as justified by the Bank, the Bank shall return the commission collected for this Cash Transaction.
7. The placement of a Complaint shall not release the Customer from the obligation to repay the Debt.
8. The Bank's complaint procedure shall not exclude the Customer's or the Card User's claims arising from the provisions of law applicable to the Cards Agreement. The Customer being an individual may request that the matter be reviewed by the Financial Ombudsman in accordance with the Act on Complaints Handling by Financial Market Entities and on the Financial Ombudsman of 5 August 2015.

TERMINATION OF THE CARDS AGREEMENT

§ 52

1. The Cards Agreement may be terminated by the Customer in writing, otherwise being null and void, subject to a monthly notice and provided that all liabilities under the Cards Agreement are settled against the Bank.
2. The Bank may for important reasons terminate the Cards Agreement with a one-month notice period, subject to para. 3. Important reasons shall include:
 - 1) non-performance or improper performance by the Customer or the Card User of the provisions of the Cards Agreement or the provisions of separate agreements concluded between the Bank and the Customer in connection with the Cards Agreement;
 - 2) increase of the risk of deterioration or loss of creditworthiness by the Customer, which makes it impossible to properly service the Debt or increase the risk of untimely repayment of the liabilities towards the Bank, including failure to provide the Bank with information on the Customer's business and financial standing and other accounting information and documents that the Bank may reasonably request to control the Customer's financial standing;
 - 3) non-repayment of the Debt with interest due despite the Bank's call for payment;
 - 4) attachment of the Account to which the Debt due to the Charge Cards is repaid by an authorised body;
 - 5) initiation writ-of-payment or enforcement proceedings against the Holder which could pose a threat to the timely repayment of the Bank's receivables,



- 6) withdrawal of the given type of the Card from the Bank's offer if it is not possible to issue the Card meeting the conditions referred to in § 32 para. 2 section 1.

The Customer shall be informed of the reason for termination of the Cards Agreement by the Bank in writing.

3. The Bank may terminate the Cards Agreement with immediate effect without notice in the case of:
 - 1) submission by the Customer of false documents, statements or data constituting the basis for concluding the Cards Agreement;
 - 2) the Bank receives information that the Customer has been registered by another issuer of electronic payment instruments as a holder that has failed to duly perform an electronic payment instrument agreement;
 - 3) closing by the Customer of the Account to which the Debt is repaid under the Charge Cards, if the Customer fails to indicate a bank account denominated in PLN, maintained by the Bank, in favour of the Customer;
 - 4) ceasing to conduct business activity by the Customer;
 - 5) commencement of the Customer's liquidation;
 - 6) indicate a post office box or a virtual office as the address of the Customer's registered office or as the address of the Card User;
 - 7) listing of the Customer or entities from its group of companies within the meaning of the accounting regulations on the list of public warnings published by the Polish Financial Supervision Authority in the "Public Warnings" section at www.knf.gov.pl;
 - 8) listing the Customer or entities from its group of companies within the meaning of the accounting regulations or the Card User on international sanctions lists, including sanctions lists of the EU and the UN, or sanctions lists established by the government of the United States of America;
 - 9) a justified suspicion that the Customer has violated legal regulations related to anti-money laundering, terrorist financing or use of the Bank's activity to perform criminal activities or activities related to such activities;
 - 10) failure to deliver data, information or documents demanded by the Bank within the framework of its financial security measures defined in Art. 34 of the act of 1 March 2018 on anti-money laundering and terrorist financing;
 - 11) negative risk assessment within the meaning of art. 33 of the Act 1 March 2018 on counteracting money laundering and terrorist financing.
4. In the case of termination of the Cards Agreement the Customer shall be obliged to settle against the Bank all obligations under the Cards Agreement during the notice period.
5. In the case of termination of the Cards Agreement the Customer shall be obliged to immediately repay all Transactions executed with the use of the Charge Cards and Credit Cards settled by the Bank after the date of termination of the Cards Agreement, and to repay the fees and commissions due to the Bank, and in the case of the Credit Cards also interest.
6. The Cards Agreement shall expire if the Customer resigns from all the Charge Cards or Credit Cards issued to the Customer under the Cards Agreement on the day of resignation from the last Charge Cards or Credit Cards issued to the Customer, or on the expiry of the Validity Period of the last Charge Card or Credit Card issued to the Customer.
7. The Charge Cards Agreement shall expire on the date of termination of the Master Bank Agreement under which the Bank keeps for the Customer an Account to which the Debt is repaid under the Charge Cards.
8. In the case of termination or expiry of the Cards Agreement the Customer shall be obliged to destroy all Cards issued based on the Card in a manner preventing their further use and reading of the number of Cards and data recorded on the magnetic strip and the Card microprocessor.
9. For the termination of the Cards Agreement the Bank shall not charge any fees for its benefit.
10. If the provision of a Global Limit by the Bank is subject to establishment of the collateral set out in the Collateral Agreement, the collaterals shall be released on the principles set out in the Collateral Agreement.

FINAL PROVISIONS

§ 53

1. Rights and obligations in respect of the payment services provided, as defined in:
 - 1) the Payment Services Act:
 - Part II, excluding Art. 32a;
 - Part III Art. 34, Art. 35–37, Art. 40 para. 3–4, Art. 45, Art. 46 para. 2–5, Art. 47–48 oraz Art. 51;
 - Chapter 4 of Part III, with the exception of Art. 59 for payment transactions not listed in Art. 53 para. 1 of the Act on Payment Services [in the case of payment transactions executed in the territory of one



or more Member States (within the meaning of the Payment Services Act), as referred to in Art. 54 para. 1 of the Payment Services Act, shall be set at maximum 4 business days from the date of receipt of the Customer's / Card User's instruction by the Bank];

– Part IX Art. 144–146;

2) Art. 3a para. 5-6 of the Regulations (EU) 2019/518 of the European Parliament and of the Council of 19 March 2019

have been excluded in full.

§ 54

1. The Polish Financial Supervision Authority (KNF) is the body which supervises the Bank.
2. Any disputes and claims that may arise from the application of the Master Bank Agreement, the Cards Agreement or these Regulations shall be resolved amicably.
3. The Customer 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 that court are available at www.knf.gov.pl.
4. Details of the terms and conditions of submission of the dispute for resolution to the KNF are available on the Website referred to in para. 3.
5. If the dispute cannot be settled amicably when the Customer is not an individual, the common court having jurisdiction over the registered office of the Bank shall be the common court competent for the Bank's registered office.

§ 55

Under Article 105(4d) of the Banking Law Act of 29 August 1997, the Bank may provide financial institutions that are subsidiaries of banks, through the Credit Information Bureau (Biuro Informacji Kredytowej SA), based in Warsaw, or the Polish Bank Association (Związek Banków Polskich) with information regarding the obligations arising out of the Cards Agreement and related to the performance of banking activities. The Bank informs that in the cases specified in the Banking Law and in the Act on the provision of business information and on the exchange of business data, the Bank may transfer data of a Customer other than a consumer, including its personal data, to credit information bureaus, with respect to obligations arising from the Cards Agreements:

- 1) 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 Customer;
- 2) less than 6 years have elapsed from the date of identification of the obligation by a valid decision of the court or another body appointed to consider cases of the specific type or a decision of a court of arbitration or a settlement concluded before a mediator and validated by the court.

§ 56

1. Any notifications, information, correspondence and other messages related to the performance of the Master Bank Agreement in the part relating to Debit Cards or Multi-currency Cards or Cards Agreements are developed by the Bank in Polish and shall be sent to the last correspondence address given by the Customer or via the System, or to the e-mail address or by telephone via the Customer Service.
2. Each notification or other correspondence sent to the last correspondence address provided by the Customer shall be deemed delivered after 15 days from the date of dispatch by registered letter, if not returned to the sender, unless the Customer demonstrates that within this period it has not been able to read the letter sent.
3. The language of the Customer and the Card User in communication with the Bank shall be Polish.
4. The Bank may contact the Customer or the Card User in matters related to the functioning of the Card using telephone numbers and electronic addresses made available by the Customer or the Card User, including additional identification in the case of execution of instructions submitted by letter or via e-mail.
5. The Bank reserves the right to contact the Card User in order to confirm making or attempting the Transaction. In the absence of contact with the Card User, the Bank reserves the right to immediately Cancel the Card in accordance with § 37 para. 2.
6. In the case of telephone contact with the Card User, the Bank may record telephone conversations and store them on electronic data carriers. The recordings of conversations may be used by the Bank for evidence purposes.

§ 57

1. During the term of the Cards Agreement the Customer shall have the right to demand that the Bank make the provisions of the Cards Agreement in hard copy or another Permanent Data Medium.



2. At the request of the Customer submitted at any time during the term of the Master Bank Agreement or the Cards Agreement, the Bank shall be obliged to provide the Customer, in the manner agreed with the Customer in the comprehensive Banking Agreement or the Cards Agreement, with information concerning the Card and the Transactions executed. The above-mentioned information may be transferred in hard copy or another Permanent Data Medium.

§ 58

1. The Customer and the Card User shall be obliged to immediately notify the Bank of any changes to the Card User's personal data, in particular about the change of the last name, series and number of the identity document, the change of the Customer's name and registered office, mailing addresses and telephone numbers of the Card User or the Customer.
2. The Bank may refuse to establish the mailing address of the Customer or the Card User to a post office box.