



“Regulations on credit cards for Business Customers at BNP Paribas Bank Polska S.A.”

Chapter 1 Definitions

§ 1.

The terms used in the Regulations and in documents relating to the Agreement shall mean:

- 1) **Acquirer** – a bank or any other entity carrying out the activity specified in the Act or a payment institution which has been authorised to carry out such activity within the meaning of the Act, concluding with the Merchant an agreement on the acceptance of payments with the use of a payment card;
- 2) **Merchant** – an entrepreneur who concluded with the Acquirer an agreement on the acceptance of payments with the use of the Cards;
- 3) **Mobile Application** – an application installed on Mobile Devices with Android or iOS software – made available through the Electronic Access Channels;
- 4) **Authorisation** – a consent to make the Transaction, expressed by the Cardholder or the Card User in the manner specified in the Regulations;
- 5) **Automatic Repayment** – the Cardholder's instruction entitling the Bank to take funds from the bank account indicated by the Cardholder in order to repay a part or the whole of the debt appearing on the Card Account;
- 6) **Bank** – BNP Paribas Bank Polska Spółka Akcyjna, with its registered office in Warsaw;
- 7) **Bank-o-phone** – an automated self-service telephone system of the Bank, being a part of the Bank's Call Centre, that operates based on the previously recorded voice messages; once the Card User gets through to the Bank-o-phone, he/she gives instructions using the telephone keyboard;
- 8) **ATM (Automated Teller Machine)** – a device marked with the Payment Organisation logo which enables the Card User to make Cash Transactions or other additional operations using the Card, which can be made owing to the functionality of this device;
- 9) **Call Centre** – a telephone banking system used by the Bank that allows customers to obtain information about a Card, and place specific instructions or orders, executed by a consultant or automatically via the Bank-o-phone;
- 10) **Value Date** – the moment from which or until which the Bank charges interest on funds with which the Current Account or the Card Account has been credited or debited;
- 11) **Expiry date** – the date till which the Card may be used, falling on the last day of the month indicated on the Card;
- 12) **AIS Provider** – an entity other than the Bank, rendering to the Cardholder a service of providing information on the Card Account and related Transactions (AIS service);
- 13) **CAF Provider** – an entity other than the Bank, issuing to the Cardholder a payment card or another payment instrument based on a payment card, which – upon the Cardholder's consent – will be linked to the Card Account indicated by the Cardholder in such a way that the Bank will confirm – at the request of the CAF Provider – the availability of the amount on the Card Account necessary to make the Transaction executed on the basis of the aforementioned payment instrument (CAF service);
- 14) **PIS Provider** – an entity other than the Bank, rendering to the Cardholder a service of initiating cashless payments from the Card Account (PIS service);
- 15) **Instruction** – an order not resulting in debiting or crediting of the Card Account;
- 16) **Business Day** – each day from Monday to Friday, except for public holidays;
- 17) **Electronic Access Channels (EKD)** – technical and functional solutions provided by the Bank that specifically enable access to information and performing the actions connected with the Card support via fixed line and/or wireless connection devices used by the Cardholder or the Card User; detailed information about functionalities and support of Electronic Access Channels is provided in the Bank's Units, on the Website or in the Call Centre;
- 18) **EEA** – the European Economic Area covering the EU member states as well as Norway, Liechtenstein and Iceland;
- 19) **3D Secure Password** – a password sent via a text message (SMS) to the number of the Card User's mobile phone, used as an additional security measure for Online Transactions, in Merchant Outlets that offer such a security measure (marked e.g. as a MasterCard SecureCode);
- 20) **Biometric Identifier** – a record of an individual characteristic feature of the Card User, including physical features (e.g. fingerprint, facial image) enabling verification of the Card User's identity;
- 21) **Personalised Security Credentials** – individual features used for Authentication purposes, also as part of the Authorisation process, in particular specified confidential personal data, processes, codes, passwords, numbers (such as passwords used under the Payment Instrument, CVC2/CVV2 code, SMS code, PIN, 3D Secure Password or Biometric Identifier);
- 22) **Payment Instrument** – a personalised security device or solution defined by the Bank, enabling a clear identification of the Card User, used for placing Instructions or Orders, Authorisation or for obtaining information on the Card Account, including the Card, and the Card-related solution enabling to make Contactless Transactions in the form of an application installed on a Mobile Device using the NFC technology, PIN number, EKD identifier, SMS code, the Authorisation Method for the Mobile Application, including the PIN code for the Mobile Application, and other means of that type, ensuring at least the same level of security, offered by the Bank in the future in place or in addition to the existing ones, accepted for use by the Cardholder;
- 23) **Bank Unit** – the Bank's branch, sub-branch or the Bank's franchise branch, in which the Bank's activity is conducted. The list of all the Bank Units is available on the Website, at the Call Centre, and at every Bank Unit;
- 24) **Card** – a credit card issued by a Bank to a person designated by the Cardholder, within a defined Payment Organisation;
- 25) **CVC2/CVV2 Code** – a three-digit security code found on the back of the Card;
- 26) **Limit** – Global limit, Card Limit, Daily Transaction Limits;



- 27) **Global Limit** – the maximum amount of the acceptable Debt determined for the Cardholder;
- 28) **Card Limit** – the maximum amount of Transactions, which may be made with the use of the Card, determined by the Cardholder;
- 29) **Daily Transaction Limits** – the maximum amount or number defined by the Cardholder, separately for each type of Transaction that may be made using the Card within the day;
- 30) **MasterCard** – a Payment Organisation maintaining an international system of acceptances and settlements made via payment cards issued in the MasterCard system;
- 31) **Authorisation Method for the Mobile Application** – an individual, confidential number authorising Transactions ordered in the Mobile Application (PIN code 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 at the Telephone Customer Service Centre;
- 32) **Minimum Amount Due** – the minimum amount to be repaid on account of the Debt existing on the last day of the Settlement Period, which is due on the Payment Date;
- 33) **Mobile BiznesPI@net or GOMobile Biznes** – versions of the BiznesPI@net system adapted to mobile devices (mobile phones, tablets with Android/iOS) made available to the user using the BiznesPI@net system;
- 34) **Settlement Period** – a repetitive monthly period after the end of which the Bank issues a Statement;
- 35) **Payment Organization** – a card organization whose members are financial institutions that form the Transactions settlement system, including MasterCard Worldwide or Visa;
- 36) **PIN** – confidential number used for electronic identification of the Card User during the placement of payment orders for Card Transactions and at the same time for authorisation of payment orders concerning payments by that Card;
- 37) **Instalment Plan** – spreading the repayment of the Debt on the Card into instalments;
- 38) **POS** – a terminal used for making Transactions using the Card at Merchant Outlets;
- 39) **Cardholder** – a legal person or an organisational unit without legal personality, which obtained legal capacity under the Act, likewise any natural persons conducting business activity on his/her own account, including an entrepreneur who concluded an Agreement with the Bank;
- 40) **Banking Law** – the Banking Law Act of 29 August 1997;
- 41) **Transfer** – an order for a transfer from the Card Account to any bank account maintained in Poland;
- 42) **Merchant Outlet** – a point of sale, marked with the logo of a Payment Organisation within which the Card is issued, at which the Cardholder can make a Transaction using the Card;
- 43) **Current Account** – a settlement account within the meaning of the Banking Law, earmarked for settlements related exclusively to the Cardholder's business;
- 44) **Card Account** – a technical account maintained by the Bank in PLN, used to keep a record of Transactions made with the Card likewise of commissions, fees and interest charged by the Bank, and to repay the Debt;
- 45) **Regulations** – these "Regulations on credit cards for Business Customers at BNP Paribas Bank Polska S.A."
- 46) **Strong Authentication** – authentication based on the use of at least two elements categorised as knowledge, possession or features of the Cardholder / Card User (e.g. a password and SMS Code);
- 47) **Website** – the Bank's website: www.bnpparibas.pl;
- 48) **BiznesPI@net System** – Internet banking system used at the Bank;
- 49) **Interest Rate Table** – a table where the Bank presents information on the Debt interest rates for Cards and any other superseding table of Debt interest rates;
- 50) **Tariff of Commissions and Fees** – a document including a list of commissions and fees charged to the Cardholder and any other superseding list of commissions and fees;
- 51) **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 Customer Instructions or Orders;
- 52) **Payment Date** – the day indicated in the Statement, falling within 25 days of the end of the Settlement Period, on which the Cardholder is obliged to pay at least the Minimum Amount Due. If the Payment Date thus determined falls on a day other than a Business Day, the Payment Date shall be the first Business Day after that date;
- 53) **CAT Terminal** – a self-service terminal (e.g. at petrol stations, ticket machines) used for making Cashless Transactions;
- 54) **Transaction** – a Cash Transaction or Cashless Transaction;
- 55) **Cashless Transaction** – a payment for goods or services made with the Card;
- 56) **Cash Transaction** – a cash withdrawal with the use of a Card at cashier desks in banks, ATMs or POS marked with the logo of the Payment Organisation under which the Card has been issued and the Transfer from the Card;
- 57) **Correspondence and Phone Transaction** – a Remote Transaction made based either on a written order sent by the Card User via mail, facsimile or email or an order placed by the Card User by phone;
- 58) **Online Transaction** – a Remote Transaction executed via the Internet;
- 59) **Remote Transaction** – a Cashless Transaction performed without the physical presentation of the Card, which consists in providing the Unique Identifier, Validity Period and other parameters which identify the Card User or the Card, that enable to authorize the Cashless Transaction by means of communication at a distance, including means of electronic communication;
- 60) **Contactless Transaction** – a Transaction made via a POS terminal using either the contactless functionality of a Card or a Card-linked solution for making Contactless Transactions, available in the form of the NFC technology-based application installed on a Mobile Device;
- 61) **Agreement** – a Card Agreement signed by and between the Cardholder and the Bank, which determines the rules of issuance and use of the Card and providing the Cardholder with other services by the Bank;
- 62) **Mobile Device** – a multi-functional portable device with access to the Internet, which combines features of a computer or a smartphone;
- 63) **SMS Service** – a service provided by the Bank consisting in sending short messages (SMS) concerning the Transactions and the Card Account to the mobile phone number indicated to the Bank;



- 64) **Act** – the Payment Services Act of 19 August 2011;
- 65) **Authentication** – a procedure enabling the Bank to verify the identity of the Card User or the validity of the Card or Payment Instrument used thereby, including the use of Personalised Security Credentials;
- 66) **Card User** – an adult natural person having full legal capacity, being a Cardholder or a person authorised by the Cardholder to make Transactions in his/her name and on his/her behalf using a Card issued to him/her, whose identification data appear on the Card;
- 67) **Cash Deposit Machine (CDM)** – a device which allows for depositing cash in PLN into a Card Account with the use of a Card issued to the said Account;
- 68) **Statement** – a statement containing in particular a list of Transactions booked in a given Settlement Period, made using all the Cards issued to the Card Account, charged fees, commissions and interest, the amount of the Debt, the Minimum Amount Due and the Payment Date;
- 69) **Debt** – the debt of the Cardholder towards the Bank, which comprises amounts of Transactions effected with the use of all Cards issued at the Cardholder's request, taking into account interest accrued and commissions and fees calculated;
- 70) **Order/Payment Order** – a statement of the Card User addressed to the Bank containing the Transaction execution order.

Chapter 2 Conclusion of the Agreement and conditions for its extension

§ 2.

- 1. The Agreement shall be concluded for a definite period, identical to the Expiry Date of the Card. Where more than one Card is issued to the Card Account, the term of the Agreement shall be the same as the Expiry Date of the Card which has the latest Expiry Date.
- 2. The extension of the Agreement for the next period shall take place automatically by extending the Global Limit.
- 3. The Agreement concluded for a definite period shall not be extended if only one Card is issued to the Card Account, and on its expiry date this Card is:
 - 1) inactive and at the same time there is no debt on the Card Account;
 - 2) put on hold or stopped.
- 4. The Bank has the right to refuse to extend the Agreement without stating the reason.

§ 3.

- 1. The Cardholder shall have the right to withdraw from the Agreement within 14 days of receiving the first Card.
- 2. The condition of withdrawal shall be the submission of a written declaration of withdrawal from the Agreement by the Cardholder to the Bank. The withdrawal from the Agreement shall be effective if no operation has been made using any of the Cards issued to the Card Account, the Cardholder has paid the fee referred to in paragraph 3 and subject to the return to the Bank or destruction of all Cards issued to the Card Account in such a way as to prevent the self-reading of their numbers and data in the magnetic strip or the microchip.
- 3. In the situation referred to in paragraph 1, the fee for issuing the Card, collected by the Bank and debited against the Global Limit, constituting the sum of the preparatory fee and

the costs related to the issue of the Card, shall not be refunded. The Cardholder is obliged to pay this fee.

- 4. In the event of withdrawal referred to in paragraph 1, the Agreement shall expire.

Chapter 3 Issue, activation, renewal and replacement of a Card

§ 4.

- 1. A Card shall be issued upon the Bank's verification of the Cardholder's creditworthiness and upon the Agreement conclusion.
- 2. The Cardholder may receive any number of Cards of a particular type, subject to paragraph 3.
- 3. A Card may be granted under the condition of:
 - 1) opening of the Current Account and its maintaining for the term of the Agreement;
 - 2) the establishment by the Cardholder of the collaterals specified in the Agreement;
 - 3) granting the Global Limit by the Bank.
- 4. A Card shall be issued upon a written application of the Cardholder to a person indicated by him/her. A Card may be issued to an adult person with full legal capacity.
- 5. An application for issuing the Card shall simultaneously constitute a power of attorney granted by the Cardholder to the Card User to make Transactions using the Card and settle them by the Bank against the Global Limit.
- 6. The Cardholder may at any time revoke the power of attorney to use the Card issued to the person authorised by him, provided that the Card is returned to the Bank. In case of failure to return the Card and upholding the decision to revoke the power of attorney, the Card shall be stopped by the Bank.
- 7. The Card shall be issued for a definite period and shall be valid until the Expiry Date, but no longer than until the last day of the term of the Agreement.
- 8. The card is the property of the Bank and should be returned at any request of the Bank.

§ 5.

- 1. After the conclusion of the Agreement, the inactive Card shall be sent to the correspondence address given by the User to the Bank, valid at the Bank on the date of dispatch of the Card, only and solely in the territory of the Republic of Poland. The correspondence address must not be a post office box or a mail stop.
- 2. Immediately upon receipt of the Card, the Card User shall be obliged to sign it in a durable manner in the designated place on the back of the Card. The signature must comply with the signature specimen put at the Bank, must enable unambiguous identification of the Card User and entirely fit on the signature strip. The Cardholder shall be fully liable for the consequences of the lack of signature on the Card.
- 3. Immediately upon receipt of the Card, the Card User shall activate the Card and assign a PIN number to it.
- 4. The Card shall be activated by the Bank immediately, no later than on the Business Day following the day when the Card User has placed an instruction to activate the Card.
- 5. The card Activation can be performed:
 - 1) through the selected Electronic Access Channels; or
 - 2) at any ATM using a PIN number; or
 - 3) by making a Cashless Transaction using a PIN number (apart from a Contactless Transaction); or



- 4) in the Bank's Unit subject to a positive verification.
In exceptional cases, the Card may be activated by a person named by the Cardholder in the power of attorney, in accordance with the model used by the Bank.
6. If the Card is not activated within 30 days of its dispatch, the Bank shall be entitled to its stopping.
7. The Card User shall assign his/her own PIN number through the selected Electronic Access Channels.
8. The PIN number may be changed by the Card User to any, four-digit new PIN number through the selected Electronic Access Channels and in ATMs offering such an opportunity. A change of the PIN number shall be effected immediately after its confirmation by the Bank.
9. At the request of the Cardholder or the Card User, the PIN number may be generated in the form of an SMS to the provided phone number of the Card User, and in the absence of such a number in paper format. The PIN number shall be sent to the last domestic correspondence address given by the Card User.
10. If a Card or PIN number is not received within 14 days of the date of concluding the Agreement or applying for a Card, the Card User shall notify the Bank thereof. In such a case, the Bank shall, at the request of the Cardholder, stop the Card and send a new card with a PIN number. If a new card is issued, the Bank shall not charge a fee to the Cardholder in excess of the costs that the Bank incurs directly in connection with the issuance of such a new Card.
11. In the event of discovering any damages of an envelope containing a Card or a PIN number that enable any third parties to read the details, or when a PIN number is illegible, the Card User or the Cardholder shall immediately notify the Bank of this fact in order to generate a new PIN number or send a Card.

§ 6.

1. Every Card renewal shall result in extending the Card's Expiry Date for another term.
2. The Card shall be renewed automatically, provided that the Card is activated, the Card User uses the Card in accordance with the Agreement, the Card is not stopped, the Global Limit of the Cardholder is extended and remains valid unless the Cardholder submits a declaration of resignation from the Card renewal at least 60 days before the Expiry Date.
3. The Bank may waive the renewal of the Card, without stating the reason.
4. In the event the Bank discontinues the issuance of a specific Card type, the Bank may issue a different type of the Card to the Cardholder, including a Card issued within another Payment Organisation. The Card renewal with another card type is considered accepted upon its activation.
5. The renewed Card shall be delivered by the Bank by post to the correspondence address last given to the Bank by the Card User.
6. The PIN number to the renewed Card (having the same Card number) shall remain unchanged.
7. The Card, the Expiry Date of which has passed, shall be returned to the Bank by the Cardholder / Card User or permanently destroyed in a manner making it impossible to read the data saved on a magnetic strip and a microchip.

Chapter 4 Principles of Card Use, Authorisation, Strong Authentication

§ 7.

1. The Card may be used only by the Card User whose name and surname can be seen on the Card, during the validity period of the Card and the term of the Agreement, however no longer than until the Card stop date, in accordance with the Regulations and the provisions of the applicable law.
2. The Card shall be used for making Transactions related to the Cardholder's business activity only. A Cardholder may not use the Card contrary to the provisions of law; in particular he/she should not purchase goods and services prohibited by law at the place of making the Transaction.
3. The Card may be used in Poland and abroad. It enables the User to:
 - 1) pay for goods and services at Merchants outlets identified by the symbol of the Payment Organisation, the logo of which appears on the Card;
 - 2) withdraw cash at ATMs, branches of banks and other authorised entities identified by the symbol of the Payment Organisation, the logo of which appears on the Card;
 - 3) place Payment Orders for making Remote Transactions in the form of postal, telephone and Internet orders;
 - 4) submit Payment Orders concerning the execution of Contactless Transactions by the Bank, provided that the contactless functionality is confirmed by the functionality mark appearing on the Card;
 - 5) deposit cash in CDMs; the list of CDMs is available on the Website.
4. Against the Card Account, the Cardholder may make transfers from the Card Account to bank accounts maintained at the Bank and other national banks, excluding the accounts of the Social Insurance Institution and Tax Offices.

§ 8.

1. The Card User shall perform the Authorisation of a Cashless Transaction by:
 - 1) entering the PIN to POS or CAT Terminal and approval of the Order in the case of physical presentation of the Card or by signing the transaction confirmation, for transactions executed outside the EEA, in accordance with the specimen signature put on the reverse of the Card;
 - 2) providing the number of the Card, its expiry date, CVV2/CVC2 Code or the 3D Secure Password or providing the 3D Secure Password and security question or using the Authorisation Method for Mobile Application (after making it available by the Bank) and approving the Order for a Transaction executed without physical presentation of the Card;
 - 3) holding the Card or the Mobile Device for making Contactless Transaction (through a Card-linked application installed on it) in close proximity to a contactless payment reader in case of a Contactless Transaction up to the limit, the amount of which is available on the Website, at the Call Centre or at the Telephone Customer Service Centre;
 - 4) holding the Card or the Mobile Device in close proximity to a contactless payment reader with simultaneous entry of a PIN number and approval of the Order – in the case of Contactless Transactions above the amount limit referred to in item 3, or where the aggregate amount of Contactless Transactions from the last application of Strong Authentication exceeds 150 EUR;



- 5) entering the Card to the CAT Terminal, which requires no PIN, and making via the terminal a purchase of services or goods.
2. The Card User shall perform the Authorisation of a Cash Transaction by:
 - 1) inserting the Card into an ATM, providing a PIN number and approving the Order – in the case of cash withdrawals from ATMs;
 - 2) holding the Card or the Mobile Device in close proximity to a contactless payment reader, providing a PIN number and approving the Order – in the case of cash withdrawals at an ATM using the contactless technology;
 - 3) inserting the Card into a CDM, providing a PIN number and approving the Order – in the case of cash withdrawals from CDMs;
 - 4) entering a PIN number to POS and approving the Order or by putting the signature compliant with the specimen signature on the Card for Transactions outside the EEA – in the case of Transactions executed at cashier desks in banks and other financial institutions.
3. The Cardholder shall perform the Authorisation of a Transfer from the Card Account by:
 - 1) signing, in accordance with the specimen signature put at the Bank, a written Payment Order in the form of a Transfer – in the case of a Transfer ordered in the Bank's Unit;
 - 2) providing security credentials in accordance with the agreement on the provision of services by electronic means – in the case of a Transfer ordered via Electronic Access Channels.
4. Where the Authorisation is performed in the way described in paragraphs 1-3 above, it shall become irrevocable within the meaning of art. 51 of the Act.
5. Before signing a Transaction confirmation, holding the Card in close proximity to the terminal or entering a PIN number, the Card User should check whether the Transaction amount has been entered correctly.
6. Any and all Transactions that require confirmation with PIN or 3D Secure Password and those confirmed with a correct PIN or 3D Secure Password are treated by the Bank as Transactions made by the Cardholder.
7. In the case of a Transaction, the effective Authentication by the Bank is equivalent to the Authorisation of the Transaction, unless the circumstances of a given case indicate that, despite the Card User's Authentication the Authorisation attempt has failed.
8. The amount of the Transaction authorised by the Cardholder / Card User, accepted by the Bank for execution shall reduce the resources available within the Global Limit until the Transaction settlement date, but for no longer than 7 days.
9. The amount of the Transaction authorised by the Cardholder / Card User, which was not presented to the Bank for execution before its settlement, shall reduce the resources available within the Global Limit from the date of its settlement.
10. Entering an incorrect 3D Secure Password shall block the option to use this authorisation method. The option to use the 3D Secure Password may be unblocked in the selected Electronic Access Channels or in the Bank's Unit.
11. The fourth entry of an incorrect PIN number on a given day shall block the option to use a PIN number until the end of the day.
12. To activate the contactless functionality, a transaction should be made by inserting the Card into a terminal and using the PIN number.
13. The Card User can enable or disable the option of making Contactless Transactions in the selected Electronic Access Channels and in the Bank's Unit.
14. Contactless Transactions can be made with the use of a Mobile Device under the condition of:
 - 1) holding a Card and installing of an appropriate application or a Mobile Application on a Mobile Device,
 - 2) holding the NFC-based Mobile Device which meets the application requirements.
15. Once the SMS service is made available by the Bank, the Card User may, from the moment the first Card is issued, use the SMS service, subject to the following conditions:
 - 1) the fee for the SMS Service is specified in the Tariff of Commissions and Fees and charged against the Card Account;
 - 2) The Card User may terminate the SMS service at any time by placing an appropriate instruction, provided that the fee due for the calendar month in which the above instruction was placed is collected in accordance with the Tariff of Commissions and Fees;
 - 3) at any time during the term of the Agreement, after the termination of the SMS service, the Card User may reactivate the SMS service by placing the relevant instruction.

§ 9.

1. If execution of a Transaction requires a currency conversion, an authorisation of the Transaction shall also include a consent for the currency conversion.
2. The Bank receives the Payment Order on the day when it was placed at the Bank by the Card User or on the day when the Order was delivered to the Bank by the Payment Organization or other entity acting as intermediary in the transaction settlement.
3. The moment of receipt of the Payment Order shall be the moment when the Payment Order was received by the Bank. In the event the Bank receives the Payment Order on a day other than a Business Day, the Payment Order is deemed to be received on the first Business Day following that day.
4. The Bank has the right to refuse to execute the Transaction authorized by the Card User in the following cases:
 - 1) its execution would be inconsistent with applicable laws; or
 - 2) such refusal is possible or mandatory under separate provisions; or
 - 3) the Card User failed to provide the Bank with information or documents necessary for the Bank to fulfil its obligations associated with executing the Transaction; or
 - 4) there is a reasonable suspicion that the Instruction placed is associated with financing terrorist acts or criminal activity, or if the beneficiary of such a Transaction is an entity from the country (area) subject to economic or political sanctions recognised by the international community; or
 - 5) the Transaction amount exceeds the Limits determined in the Regulations; or
 - 6) the Card has been put on hold, stopped or its Expiry Date has passed; or



- 7) the Card User fails to present an identity document at the request of the Bank's employee; or
 - 8) funds on the Card Account are insufficient to make the Transaction.
5. A Payment Order whose execution is refused shall be deemed not received. The Bank shall forthwith inform the Cardholder or the Card User about the refusal to execute an Order, and if possible, about the refusal reasons and a procedure of remedying errors that caused the refusal, however, not later than on the date of executing the Transaction specified in the Regulations, unless such a notification is not allowed pursuant to the provision of law.
6. The Bank may charge a fee for notification about refusal to execute the Transaction in the amount not exceeding reasonable costs incurred by the Bank, if the refusal was reasonably justified, including in particular with a lack of funds on the Card Account.
7. The Bank shall execute Transactions in full amounts, without deducting due fees and commissions from them.
8. Upon receipt of an Order from the Card User, a payment organisation or other entity acting as an intermediary in the settlement, 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 a Cash Transaction at ATMs – makes the funds available immediately upon receipt of an Order of funds withdrawal.
9. While making the Transaction, the Card User shall present a proof of his/her identity at each request of the Merchant.
10. The Merchant may refuse to accept a payment with the Card, in particular, in the following situations:
- 1) using the Card whose Expiry Date has passed;
 - 2) using the Card that is permanently put on hold;
 - 3) a signature put on a Transaction confirmation does not match the specimen signature on the Card;
 - 4) the Card User refuses to present an ID document;
 - 5) the Card is used by an unauthorised person.
11. The Merchant may retain the Card in the following situations:
- 1) a signature put on a Transaction confirmation does not match the specimen signature on the Card;
 - 2) the Card is used by an unauthorised person,
 - 3) the Acquirer has instructed the Merchant to retain the Card.
12. If the Card is retained by the Merchant or ATM, the Card User shall immediately notify the Bank thereof.
- § 10.**
1. The Bank shall use Strong Authentication where the Cardholder or the Card User:
 - 1) obtains online access to the Card Account;
 - 2) initiates an electronic payment transaction;
 - 3) uses a remote channel to carry out an activity potentially related to a fraud risk connected with payment services, or to other irregularities.
 2. In the case of Transactions made with a Card, Strong Authentication shall be applied in the manner specified in Article 8 paragraphs 1-3.
 3. The Bank may withdraw from applying the Strong Authentication in cases provided for in the provision of law or decision of the competent public administration authorities.
- § 11.**
1. The Bank shall provide the AIS Provider, within the scope specified by the Cardholder, with any and all information pertaining to the Card Account and Transactions related thereto, necessary for the provision by that entity of a service of providing access to the information about the account. Notwithstanding the scope of the consent given to the AIS Provider by the Cardholder, the Bank shall not provide the AIS Provider with any specially protected payment data.
 2. The Cardholder may place an order for execution of a Cashless Transaction from the Card Account available on-line via the PIS Provider. The Bank shall execute such Cashless Transactions on the same terms as Cash transactions ordered by the Cardholder acting directly. The Bank is authorized to execute Cashless Transactions ordered through the PIS Provider under different rules than it usually executes Cashless Transactions, as long as it is justified by objective reasons, and in particular by the time of execution, priority nature of the Cashless Transaction or amount of fees.
 3. The Bank, at the request of the CAF Provider, shall immediately confirm the availability on the Card Account of the amount necessary to perform the Transaction executed on the basis of a card issued by that provider, if: (i) the Card Account is available online at the moment the CAF Provider is submitting the request, (ii) the Cardholder has given a consent to the Bank to provide answers to such requests of the CAF Provider, and (iii) the consent referred to in item (ii) was given by the Cardholder before submitting the first request for confirmation by the CAF Provider.
 4. The Bank shall confirm cash availability to the CAF Provider by responding "yes" or "no", without specifying the Card Account balance.
 5. The confirmation will not enable the Bank to block funds in the Card Account.
 6. The Cardholder may request the Bank for providing data that identify the CAF Provider 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.
 8. In the event a Transaction is initiated by or through a payee in connection with a Transaction executed using a payment card, and its exact amount is unknown at the moment when the Cardholder gives a consent to the Transaction execution, the Bank may block funds in the Card Account only when the Cardholder has agreed to blocking the exactly specified amount of funds. Once the Bank receives the payment order, the funds blocked in the Card Account shall be released immediately, upon receiving information about the exact amount of the Transaction.
 9. In the event of the death of a Cardholder being a natural person or a declaration of bankruptcy, liquidation or cessation of activities of a trader who is not a natural person, further use of a Card issued to the duly authorised person is not permitted. The Card User shall be held liable for the Transactions made after the death of the Cardholder who was a natural person, or after a declaration of bankruptcy, liquidation or cessation of activities of a trader who is not a natural person. The Bank, upon receipt of information about the death of the Cardholder who was a natural person, or after a declaration of bankruptcy, liquidation or cessation of activities of a trader who is not a natural person, shall stop all Cards issued to the Card Account.
- §12.**
1. The Bank, when executing an order for a Transfer from the Card Account, shall have the account of the payee's bank credited with the Transaction amount no later than by the end



- of the next Business Day following the Order receipt. In the case of a Transfer order with a future date, the preceding sentence shall apply accordingly.
- The Cardholder may place an order for a Transfer from the Card Account in the selected Electronic Access Channels and in the Bank's Units.
 - The Bank shall execute a Transfer order if, on the Card Account, the value of the funds available within the Global Limit is sufficient and if the Cardholder has given to the Bank:
 - the number of the payee's account necessary to execute the order;
 - the transfer amount, payee's name and transfer title;
 - for a transfer with a future date – payment date;
 - for a standing order – the date of first payment, the day of the month for the execution of the standing order and the date of validity.
 - A Transfer shall be considered executed in favour of an appropriate payee if it is performed to the payee's account number specified in the Transfer, irrespective of other additional information provided by the Cardholder.
 - For a Transfer with a deferred payment date and a standing order – executed on a monthly basis – the Bank shall have the payee's bank account credited on the date specified in the Transfer. In the event the order execution date is not a Business Day, the Bank shall have the payee's bank account credited on the Business Day following that date.
- In individual cases, the Bank may accept amounts of Daily Transaction Limits values higher than those available on the Website, Call Centre and the Telephone Customer Service Centre. In the event of accepting Daily Transaction Limits higher than those set by the Bank, the Bank shall not be liable for Transactions made by Card.
 - The Bank reserves the right to change the amounts of the maximum Daily Transaction Limits. The Bank shall immediately notify the Cardholder of a change.
 - Each Transaction, as well as commissions, fees and interest charged by the Bank, shall result in a decrease of the available Global Limit and the Card Limit.
 - Transactions, fees and commissions and interest on the Global Limit used are recorded on the Card Account, regardless of the amount of funds available.
 - In case of exceeding the Global Limit, the Cardholder is obliged to immediately repay the amount by which the Global Limit has been exceeded, without receiving a call from the Bank.
 - In case of exceeding the Global Limit, the Bank shall charge a fee in the amount fixed in the Tariff of Commissions and Fees.
 - In the case of failure to immediately repay the amount, by which the Global Limit is exceeded, the Bank reserves the right to increase the Minimum Amount Due for the Settlement Period in which such an excess took place.
 - The excess of the Global Limit and the failure to repay the debt shall entitle the Bank to put on hold all the Cards issued to a given Card Account until the repayment of the Debt or to stop the Cards and terminate the Agreement.
 - The information about the amounts of the maximum Daily Transaction Limits set by the Bank is available on the Website, in the selected Electronic Access Channels and in the Bank's Units.

Chapter 5 Global Limit and Daily Transaction Limits

§13.

- Within a Global Limit, the Card User may make Transactions up to the amount of the Card Limit set by the Cardholder, taking into account the Daily Transaction Limits. The Card Limit cannot be higher than the Global Limit.
- The Bank shall have the right to decrease the Global Limit without the consent of the Cardholder, in particular in the event of untimely repayment of the Debt or a threat to timely repayment of receivables by the Cardholder. The Bank shall immediately notify the Cardholder of a change. To change the Global Limit in the above manner, there is no need for keeping the form required for making amendments to the Agreement.
- The Bank may propose to the Cardholder an increase or decrease of the Global Limit. Such change shall require the consent of the Cardholder, subject to paragraph 2 above.
- The Cardholder may request a change in the amount of the Global Limit by submitting a written application together with documents required by the Bank.
- The Bank shall apply Daily Transaction Limits in the amount determined by the Cardholder, provided that they cannot be higher than the Global Limit and the maximum Daily Transaction Limits determined by the Bank.
- The Cardholder may at any time change the Card Limit or the Daily Transaction Limits for each of the Cards, by placing an instruction in the selected Electronic Access Channels and in the Bank's Unit. A change shall not apply to Contactless Transactions and Transactions executed in CAT Terminals.
- Transactions in CAT Terminals may be executed up to the amount of the Daily Transaction Limits set for Cashless Transactions and within the limits set by the Payment Organization.

Chapter 6 Principles of settling Payment Transactions, repayment of the Debt

§14.

- Payment transactions shall be settled and recorded on the Card Account in PLN.
- In the case of Cards marked with a Visa symbol, Transactions made:
 - in the currency, for which the Bank publishes the rate in the exchange rate table, shall be converted into the Polish zlotys (PLN) at the first published sell rate indicated in the exchange rate table applicable on date of settling the Payment Transaction. The rate shall be increased by the Bank's commission for conversion, in the amount indicated in the Tariff of Commissions and Fees;
 - in the currency, for which the Bank does not publish a rate in the exchange rate table, shall be converted, subject to the provisions of item 3), to the US dollars (USD) at the VISA rate applicable on the date of settling the Payment Transaction and then converted into the Polish zlotys (PLN) at the first published sell rate of the US dollar (USD), applicable at the Bank on the Transaction settlement date, increased by the Bank's commission for conversion, in the amount indicated in the Tariff of Commissions and Fees;
 - in the escudo currency of Cape Verde (CVE), Comorian franc (KMF), franc of the Central African Republic (XAF), Côte d'Ivoire franc (XOF), Polynesian franc (XPF), for which the Bank does not publish a rate in the



exchange rate table, shall be converted into euro (EUR) at the VISA rate applicable on the Transaction settlement date. Then, they shall be converted into the Polish zlotys (PLN) at the first sell exchange rate of euro (EUR), applicable at the Bank on the Transaction settlement date, extended by the Bank's commission for conversion, in the amount indicated in the Tariff of Commissions and Fees.

3. In the case of Cards marked with a Mastercard symbol, Transactions made:
 - 1) in a currency other than euro (EUR), shall be converted by that Payment Organisation into EUR at the rate applicable on the day of processing the Transaction by MasterCard and then converted by the Bank into the Polish zloty (PLN) at the sell rate for EUR applicable at the Bank on the day of settling the Transaction by the Bank;
 - 2) in EUR, shall be converted by the Bank into PLN at the sell rate for EUR, applicable at the Bank on the day of settling the Transaction by the Bank.
4. Information on the Bank's current exchange rates is available on the Website, in the Bank's Units and in the selected Electronic Access Channels.
5. Information on currency exchange rates and types of settlement currencies applied by the Payment Organisation is available on the following Websites of Payment Organisations:
 - 1) website: www.mastercard.com/global/currencyconversion/index.html for Cards issued in the Mastercard system;
 - 2) website: www.visaeurope.com/making-payments/exchange-rates for Cards issued in the VISA system.
6. Payment transactions shall be settled in the Settlement Period determined by the Cardholder in the Agreement. This deadline applies to all the Cards to a given Card Account.
7. The Cardholder may at any time, subject to paragraph 8, change the end date of the Settlement Period by placing at the Bank a relevant instruction in writing or over the phone (via the Call Centre).
8. With respect to the first Settlement Period, or when the change referred to in paragraph 7 is made, the Settlement Period cannot be shorter than 14 days and longer than 44 days.
9. The change referred to in paragraph 7 shall be effective as from the next Settlement Period following the Settlement Period when the instruction to change the Settlement Period has been placed.

§15.

1. At the end of the Settlement Period, the Bank shall provide the Cardholder with the Statement including a list of all Transactions settled in a given Settlement Period, made using all the Cards issued to the Card Account at the request of the Cardholder, together with information on the collected fees, commissions and accrued interest. The Statement shall be delivered to the Cardholder in electronic form, via the BiznesPI@net System or to the e-mail address of the Cardholder or in paper form, at the last domestic correspondence address given by the Cardholder.
2. If the Cardholder does not receive the Statement within 14 Business Days from the last day of the Settlement Period, the Cardholder is obliged to report this fact to the Bank.

3. A failure to receive the Statement shall not release the Cardholder from the obligation referred to in paragraph 4.
4. The Cardholder shall be obliged to repay the Debt in the amount at least equal to the Minimum Amount Due and on the Payment Date.
5. The Debt Repayment may be effected in the form of:
 - 1) Automatic Repayment;
 - 2) a transfer from the account kept at the Bank or other banks;
 - 3) cash deposit in a CDM; or
 - 4) cash deposit at the Bank's cashier desk, other banks or post offices.
6. Cash deposits in CDMs may be made on the following terms:
 - 1) cash deposits made into the Card Account via the CDM cannot be made in coins;
 - 2) the cash deposited into the Card Account through a CDM shall be counted and made available in this Card Account at the moment of cash deposit; whereas any cash deposits made on non-Business Days shall be recorded on the Card Account on the first Business Day following the cash deposit date;
 - 3) the maximum quantity limit for a number of banknotes in cash deposits at CDMs is 200 banknotes for a single cash deposit.
7. The principles of making cash deposits at CDMs are available in the Bank's Units or at the Call Centre and at the Telephone Customer Service Centre.
8. Repayment of the Debt on the basis of an Automatic Repayment instruction is possible under the condition of:
 - 1) having a Current Account at the Bank; and
 - 2) placing with the Bank an instruction for Automatic Repayment in the Bank's Units or through the selected Electronic Access Channels, provided that the Bank makes such an option available, which is tantamount with a consent to the execution of the Automatic Repayment instruction (Authorisation); and
 - 3) keeping funds in the Current Account in the amount sufficient to enable the Bank to execute the Automated Repayment instruction on the due date.
9. In the event of repaying the Debt through Automatic Repayment, the Cardholder is required to provide funds in the Current Account, from which the Automatic Repayment is to be made, no later than until 3:30 p.m. on the repayment date. The funds shall be collected on the Payment Date, provided that:
 - 1) in the event there are no funds in the Current Account on the Payment Date in the amount specified in the Automated Repayment instruction, the Bank has the right to repeat checking the balance in the Current Account and to execute the Automated Repayment instruction however no later than five (5) days of the Payment Date,
 - 2) in the event at the date of checking the Current Account balance by the Bank, there are funds available in the amount constituting at least the equivalent of the Minimum Amount Due, the Bank shall collect funds in the amount that constitutes the equivalent of the Minimum Amount Due, even though the Cardholder indicated a higher amount.
10. Where the Cardholder has concluded several Agreements and holds several Card Accounts, for which the Payment Date falls on the same day and for which Automatic



Repayment instructions have been placed, the Bank shall have the right, in the first instance, to make an Automatic Repayment in those Card Accounts, on which the amount of the Debt is the highest.

11. The Cardholder may change the contents of the Automated Repayment instruction or cancel it (and this way cancel an authorisation for the Automated Repayment instruction), in particular through the Electronic Access Channel, not later than until the end of the Business Day preceding the agreed day of the Automated Repayment. When cancelling the authorisation, the Cardholder may stipulate that the cancellation refers to all future Automated Repayment instructions.
12. The date of repayment shall be the date of the inflow of funds to the Card Account.
13. Payments into the Card Account shall decrease the Debt balance on the next Business Day after the payment date at the latest and increase the availability of the Global Limit and the Card Limit by the amount of such payment, on the second Business Day following the day on which the payment was made at the latest.
14. The amount of repayment made 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.
15. In case of the Agreement termination or expiry, the Cardholder shall repay the entire Debt on the Business Day following the day when the Agreement is terminated or expires at the latest.
16. 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) instalments due under the Instalment Plan;
 - 4) Cash Transactions (except Transfers from the Card);
 - 5) Cashless Transactions;
 - 6) Transfers from the Card.

The Bank reserves the right to determine another order of repayment of the Debt.

17. Non-payment of at least the Minimum Amount Due on the Payment Date shall entitle the Bank to charge a fee in the amount specified in the Tariff of Commissions and Fees and to charge interest on the Debt.
18. In the event of failure by the Cardholder to comply with the obligations under the Agreement or the Regulations, the Bank shall have the right to charge the Cardholder with the costs of reminders or calls for payment and to settle the amounts of these costs against the Global Limit. The amount of the calls for payment and reminders' costs is defined in the Tariff of Commissions and Fees and in the Agreement. The legal costs and costs of enforcement proceedings are governed by the relevant provisions of law.
19. In the event of failure to make a payment in the due amount and on the due date, the Bank shall have the right to immediately put on hold all the Cards issued to the Cardholder or stop them and terminate the Agreement.
20. The Cardholder authorises the Bank to set off, regardless the maturity and currency of set off receivables, the Bank's receivables towards the Cardholder under the Agreement against:

- 1) the Cardholder's receivables towards the Bank under any bank account agreements; or
- 2) other receivables of the Cardholder towards the Bank regardless of the currency in which the contribution or debt is expressed.

Chapter 7 Card Instalment Plan

§16.

1. Under an Instalment Plan, repayment of the Debt or its portion on account of settled Transactions indicated by the Cardholder, shall be divided by the Bank into monthly instalments.
2. On the basis of the Cardholder's instruction placed in writing pursuant to the model applicable in the Bank, or via the selected Electronic Access Channel, the repayment of the Debt or its portion on account of the settled Transactions made using the Card may be divided into instalments provided that:
 - 1) the Debt is repaid on time,
 - 2) neither party has terminated the Agreement.
3. If a part of the Debt on account of the Transaction indicated has been repaid, the repayment of the remaining part of the Debt balance on account of the Transaction is to be divided into instalments.
4. The repayment of the Debt or its portion may be divided into minimum 6 and maximum 48 monthly instalments, if the amount of the Debt or its portion is not lower than PLN 200.
5. Information about the amount of instalments resulting from the Instalment Plan is provided to the Cardholder by the Bank in the Statement.
6. Instalments shall be paid on the Payment Date indicated in the Statement.
7. Using the Instalment Plan does not result in an increase of the Global Limit granted. The repayment of each instalment increases the funds available within the Global Limit.

Chapter 8 Principles of interest, commissions and fees and conditions for their change

§17.

1. 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 variable interest rate shall be changed with a change in the reference rate of the National Bank of Poland.
3. Application of variable interest rates may result in an increase or decrease in the interest rate. Information on the currently applicable interest rate on the Global Limit is available on the Website, the selected Electronic Access Channels and in the Bank's Units.
4. It is assumed that the interest on the Global Limit used is calculated based on the actual number of days, on which given Debt amounts remain unpaid and that a year has the actual number of days.
5. It is assumed that the interest for the Instalment Plan is calculated based on the actual number of days, on which the debt arising from a given Instalment Plan remains unpaid and that a year has 365 days.
6. The Bank shall charge interest starting from, respectively: the day of effecting the Transaction or the due date of commissions or fees, to the date preceding the Debt repayment date. However, in the event the Debt is repaid in



full on the date indicated on the Statement as the due date of the Minimum Amount Due, the Bank shall not charge interest on the Debt amounts accumulated on account of commissions and fees and Cashless Transactions made in the Settlement Period, for which that Statement has been prepared.

- Interest on the Instalment Plan shall be charged from the date of creating the Instalment Plan (dividing the Debt repayment into instalments) to the date preceding the day of repayment of the entire debt due under a given Instalment Plan.
- In the event the Debt balance repayment covered by the Instalment Plan is made before the Payment date indicated in the Statement in an amount higher than the instalment due, the Bank shall make an adjustment of the interest accrued and shall decrease the amount of the monthly instalment while keeping the number of instalments agreed previously.
- In the case of debt occurring after the Agreement termination date, the Bank shall charge increased interest at the rate specified in the Interest rate table.

§18.

- The Bank shall charge fees and commissions for the issue and use of the Cards in the amounts set out in the Tariff of Commissions and Fees.
- The Bank shall charge commissions and fees to the Credit Limit on the day of occurrence of an event that is the basis for their calculation.
- The information on commissions and fees currently applied by the Bank is available on the Website, in the selected Electronic Access Channels and in the Bank's Units.
- The Bank reserves a right to unilaterally change the Tariff of Commissions and Fees if at least one of the following circumstances occurs:
 - changes in the amount of costs the Bank incurs for performance of activities covered by the Regulations, in particular prices of electricity, telecommunications, or ICT connections, postal services, interbank settlements, changes in the fees incurred in connection with performance of the Agreement via the companies cooperating with the Bank, particularly Payment Organisations;
 - changes in the scope, manner or form of performance of activities to which the commission or fee refers;
 - the need of adjusting the level of commissions and fees for performance of activities covered by the Regulations to competitive offer;
 - amendments to the provisions of law that result in an increase of costs of the Bank's operations covered by the Regulations;
 - changes in the macroeconomic conditions that result in an increase of the costs of the Bank's operations covered by the Regulations;
 - the introduction of new services;
 - extension of the offer.
- The Cardholder shall be notified about the changes in the Tariff of Commissions and Fees not later than fourteen (14) days prior to the proposed date of its change, specified in the notification. The Tariff of Commissions and Fees shall be changed in the same manner as that applicable to the change of the Regulations.
- If the change of the Tariff of Commissions and Fees is favourable for the Cardholder, a prior notification is not required. The Tariff of Commissions and Fees applicable at the Bank is available in the Bank's Units, on the Website or

via the Call Centre and in the Telephone Customer Service Centre.

Chapter 9 Electronic Access Channels (EKD)

§19.

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

Chapter 10 Complaints and Notifications

§20.

- The Cardholder may file with the Bank complaints (reservations) regarding the services provided by the Bank.
- The Cardholder or the Card User is obliged to lodge a complaint regarding the non-compliance of the data in the Statement, including unauthorised, non-executed or improperly executed Transactions, indicating the contested Transactions, errors or other irregularities in the settlement of Transaction within 14 days from the date of receipt of the Statement.
- Complaints may be filed:
 - in writing – in person in the Bank's Units or the Bank's Head Office or by mail to the address of the Bank's Unit or the Bank's Head Office;
 - orally – by phone at the Call Centre;
 - personally for the record in the Bank's Unit or the Bank's Head Office, by electronic means – via electronic banking systems or via a complaint form on the Website.
- Detailed contact details of the Bank's Units and the Bank's Head Office are available on the Website and in the Bank's Units.
- Once the Account Holder / Cardholder has filed a complaint, the Bank shall consider it and give a response to the Cardholder / Card User, save that any response to the Account Holder / Card User by electronic means shall take place at the request of the Cardholder / Card User.
- The Bank shall consider complains concerning the Transactions and other services regulated by the Act and give a response thereto immediately, but no later than within 15 Business Days of the day of receiving a complaint. To observe the time limit it is sufficient to send the reply before the time limit expiry. In particularly complex cases that prevent the Bank from considering the complaint and providing a response within the above time frames, in the information delivered to the Cardholder / Card User, the Bank shall explain the reason for the delay, specify the circumstances that need clarification and sets a time scale for considering the complaint that cannot exceed 35 Business Days of the complaint receipt.



7. In the event that a complaint cannot be considered due to the need to obtain additional information or documents, including those from other institutions participating in the execution or settlement of a complained Transaction (e.g. other bank – in the case of complaints regarding withdrawals at an ATM belonging to that bank, or other entity – in the case of a Transaction made at a point of sale), the Bank, despite pending complaints procedure, shall conditionally credit the Card Account with the amount of the complained Transaction. If any complaint proves to be unjustified, the Bank shall debit the Card Account with the conditional crediting amount.
8. It is recommended to attach relevant documents to the complaint, such as copies of any bills, confirmations generated by an ATM or other documents related to the Transaction and proving that the complaint is justified, in particular:
- 1) when cancelling a Transaction at the Merchant outlet, the Card User shall make sure that the Merchant, having accepted the payment made with the Card, effects a corrective transaction and issues a relevant document confirming the transaction amount return made;
 - 2) in the case of online Transactions related to reservations or transactions made by post/phone, the Card User shall have a reservation code, and in the case of cancellation – a reservation cancellation code;
 - 3) in the case of difficulties when paying with the Card, the Card User shall have a document confirming that the payment of the amount due was made in some other manner;
 - 4) the Card User shall have receipts confirming the Transactions failed, rejected, etc.;
 - 5) in the case of complaints concerning Transactions made with a Card which was put on hold or used by unauthorized persons (e.g. theft), it is recommended to report an offence to law enforcement authorities and attach the notification of offence to the complaint lodged,
 - 6) The Bank has the right to indicate also other documents that the Cardholder / Card User should submit, e.g. a statement regarding an offence committed using the Card.
9. At the request of the Cardholder / Card User, the Bank shall provide them with a confirmation that a complaint has been lodged, according to the lodging manner or in any other way agreed upon.
10. The Polish Financial Supervision Authority (KNF) is the body which supervises the Bank.
11. Details of the terms and conditions of submission of the dispute for resolution to the KNF are available on the given Website.
12. The Cardholder has the right to use the procedure of extra-judicial dispute settlement before the Court of Arbitration at the Polish Financial Supervision Authority. The regulations of this court are available on the website www.knf.gov.pl and in the case of the Cardholder who is a natural person, also at the Financial Ombudsman.
13. If the complaint is deemed justified, the Bank shall credit the Card Account of the Cardholder with the amount complained about, with the date at which this Account was debited.
- § 21.**
1. The Card User shall:
 - 1) keep/use the Card and the PIN number and Individual Security Credentials, and protect individual security features of the Card (including PIN) with due care;
 - 2) not keep the Card and PIN together;
 - 3) immediately report a loss, theft, misappropriation or unauthorised use of the Card to the Bank;
 - 4) not make the Card and PIN available to unauthorized persons,
 - 5) not to disclose the Card number except where necessary for the execution of the Transaction, the performance of the Agreement or the report referred to in item 3) above;
 - 6) immediately sign the received Card in accordance with the specimen signature put at the Bank;
 - 7) conduct ongoing monitoring of the Card Account in respect of Transactions made and promptly notify the Bank of unauthorised, non-executed or improperly executed Transactions.
 2. The Cardholder or the Card User is obliged to immediately inform the Bank about:
 - 1) loss of the Card;
 - 2) Card theft;
 - 3) disclosure of the PIN number to third parties;
 - 4) disclosure of the Card details to unauthorised persons;
 - 5) other events preventing unauthorised persons from using the Card;
requesting the Card stopping.
 3. The Cardholder and the Card User may request for the Card stopping:
 - 1) by phone via the Call Centre or the Telephone Customer Service Centre;
 - 2) in any Bank's Unit;
 - 3) through the Internet Banking System by the message module or via the selected Electronic Access Channels; or
 - 4) in another bank's branch, marked with the logo of the Payment Organization under which the Card was issued (if the Card is lost abroad).
 4. The phone numbers for requesting a Card stopping are available in the Bank's Units and on the Website.
 5. In the case referred to in paragraph 2, the Cardholder or the Card User shall submit to the Bank within 14 days:
 - 1) a letter explaining the circumstances of loss, theft of the Card or theft of data from the Card;
 - 2) certificate of reporting an offence of theft of the Card, data from the Card or theft of funds from the Card Account issued by the Police – in the event of loss or theft of the Card or theft of data from the Card;
 - 3) The Card - in the event of suspected theft of data from the Card.
 6. In the event the report referred to in paragraph 2 has been received and the Card has been put on hold as the ATM retained the Card, the Bank shall replace the blocked Card with a new one.
 7. Where the Cardholder has given their consent to a PIS Provider to provide services of initiating payments, or to an AIS Provider to provide services of access to information on the account or where information is provided to such entities

Chapter 11. Card and PIN protection, responsibilities



on the Card Account and the Transactions related thereto or such entities are enabled to initiate payments from the Card Account, it shall not be considered as a violation of aforementioned safety rules.

8. The Bank may refuse the PIS Provider or AIS Provider access to a given Card Account for objectively justified and duly documented reasons related to unauthorized or illegal access to the Card Account by such an entity, including unauthorized initiation of a Cashless Transaction.
9. In the event of refusal referred to in paragraph 8, the Bank shall in an agreed manner inform the Cardholder of the refusal of access to the Card Account and its reasons. Such information shall be given, if possible, to the Cardholder prior to the refusal of access and, at the latest, immediately after such refusal, but no later than on the Business Day following the date of such refusal, unless such communication would not be advisable for objectively justified safety reasons or contrary to separate regulations. The Bank shall make it possible for the PIS Provider or AIS Provider to access the Card Account immediately following the cessation of the reasons justifying the refusal.

§ 22.

1. In the event of an unauthorised Transaction reported to the Bank, on account of which the Cardholder does not bear any liability, the Bank shall immediately, however not later than by the end of the Business Day following the date of finding the occurrence of such unauthorised Transaction or the date of receipt of a relevant notification made by the Cardholder accordance to the terms and conditions set forth in the Regulations, shall restore the encumbered Global Limit to the state that would have existed, if an unauthorised Transaction had not occurred.
2. The Bank shall not return the amount of an unauthorized Transaction to the Account Holder, if it has reasonable and duly documented grounds to suspect fraud and shall inform in writing the law enforcement authorities about it.
3. The Bank shall prove a refund of the unauthorised Transaction by providing on the next Statement the information on conditional crediting of the Card Account with the amount of the complained Transaction along with its posting date.
4. The Cardholder shall be liable for unauthorised Transactions (up to the full amount) occurring as a result of:
 - 1) use of the Card lost by the Card User or stolen from the Card User, or
 - 2) misappropriation of the Card or its unauthorized use as a result of breaching by the Cardholder of any of the obligations referred to in Article 21 paragraphs 1 and 2.
5. The Cardholder shall be responsible for unauthorised Transactions up to the full amount, if the Card User has finalised them intentionally or due to a breach of one of the obligations set out in Article 21 paragraphs 1-2 as a result of negligent failure to exercise due diligence, including the principles pertaining to the use of the Card, immediate reporting to the Bank or to the entity designated by the Bank a loss, theft, misappropriation or unauthorised use of the Card or unauthorised access to the Card, or taking the necessary measures to prevent the breach of individual security credentials of the Card, in particular the principles of keeping the Card with due diligence and not making it available to unauthorised persons.
6. The Cardholder shall not be liable for unauthorised Transactions made with a Card issued by Mastercard, if he/she has complied with due diligence in securing that Card

prior to its unauthorised use and, upon confirmation of unauthorised use of the Card, immediately notified the Bank thereof, in accordance with the Mastercard principle called *Zero liability rule*. In such a case, the Bank may apply the Mastercard procedures by informing the Cardholder thereof.

7. The Bank shall be liable towards the Cardholder for non-performance or improper performance of the Transactions, except for cases of force majeure occurrence, or if non-performance or improper performance of the Transactions results from the provisions of law, subject to the provisions of the Regulations relating to:
 - 1) the Bank's liability for the Transactions unauthorised by the Card User;
 - 2) refusal of the Bank to carry out the Transactions authorised by the Card User.
8. The Cardholder's claims against the Bank for unauthorised, non-executed or improperly executed Transactions shall expire within 3 months of the day of settlement of these Transactions on the Card Account or the date on which the transaction was to be executed, if the Cardholder had not notified the Bank of such an event.

Chapter 12 Card Stop and Hold

§23.

1. The Card User is entitled to stop the Card with his/her name and surname placed on it. The Cardholder is entitled to stop all Cards issued at his/her request.
2. In case of the Card loss, theft, appropriation, skimming, use of the Card by an unauthorised person, disclosure of the Card data or PIN or 3D Secure Password to an unauthorised person, or a suspicion of such situations occurrence, the Cardholder or the Card User is obligated to immediately stop the Card by calling the telephone number specified in the provided handout or by contacting the Call Centre or the Telephone Customer Service Centre.
3. Having identified the Cardholder or the Card User, the Bank will stop the Card. The Bank shall immediately issue a new Card to the Card User to replace the stopped Card.
4. The Card stop causes a permanent blockage of the possibility to make Transactions using this Card. Once done, the Card stop cannot be undone, or the hold put on the Card cannot be released.
5. When a Card is retrieved following its stop, it cannot be used again and, upon the Bank's request, it should be immediately returned to the Bank or destroyed so that no information contained on the Card could be read.
6. The Bank shall have the right to stop the Card or put a hold on it in the following cases:
 - 1) submission by the Cardholder or the Card User of a resignation from using the Card;
 - 2) a suspicion that the Card is being used by an unauthorised person or that data from the Card or from the Individual Security Credentials have been intercepted, and an attempt to contact the Cardholder or the Card User by phone has failed;
 - 3) for security reasons of the Bank's computer system;
 - 4) an incorrect PIN or incorrect 3D Secure Password is entered three times in a row;
 - 5) death of the Cardholder being a natural person, or declaration of bankruptcy, liquidation or discontinuation of the Cardholder's business activity;



- 6) termination of the Agreement in full or in the part pertaining to a specific Card (a hold on the Card),
 - 7) the occurrence of any of the grounds for termination of the Agreement referred to in Article 24 paragraph 1;
 - 8) the Global Limit is exceeded.
7. When a hold is put on the Card, no Transactions can be made with the Card until the hold is released by the Bank.
8. Neither the Card stop nor hold will release the Cardholder from the obligation to repay the Debt.
9. The Bank shall inform the Cardholder / Card User in advance about putting a hold on the Card through the following channels: by telephone, e-mail, or if it is not possible - immediately after putting the hold on the Card: by phone, e-mail or in writing, depending upon the possibility to contact the Cardholder / Card User. The Bank's obligation to inform the Cardholder / Card User accordingly is only excluded if such notification would be unjustified due to security reasons or prohibited under provisions of law.
10. The Bank shall release a hold on the Card immediately after cessation of the circumstances justifying the hold.

Chapter 13. Amendments and termination of the Agreement

§24.

1. The Bank may amend the Regulations for material reasons, which include the following:
 - 1) implementation by the Bank of new functional, organisational or technical solutions related to the activities covered by the Regulations, which affect the services rendered by the Bank under the Agreement and the Regulations;
 - 2) introduction of new products by the Bank related to the activities covered by the Regulations, or modification of the existing ones that affect the services rendered under the Agreement and the Regulations;
 - 3) modification of the Bank's IT system by means of which the Bank performs the activities covered by the Regulations, which affect the services rendered under the Agreement and the Regulations;
 - 4) change of the extent, manner or form of performance of the activities covered by the Regulations, which affects the services rendered under the Agreement and the Regulations;
 - 5) change in the Bank's financial policy that affects the services rendered under the Agreement and the Regulations;
 - 6) change in the applicable provisions of law that affect the services rendered under the Agreement and the Regulations.
2. The Bank shall inform the Cardholder about the amendments to the Regulations not later than fourteen (14) days prior to the proposed date of their entry into force. A notification about the amendments to the Regulations may be made in particular in an electronic form; additionally, the Bank publishes information about the amendments to the Regulations on the Website.
3. The Cardholder prior to the entry into force of the proposed amendments to the Regulations may terminate the Agreement with immediate effect or raise an objection. In the event the Cardholder has raised an objection to the amendments to the Agreement, yet failed to terminate the Agreement, the Agreement shall terminate on the date

preceding the date of entry into force of the proposed amendments.

4. If, before the date of entry into force of the amendments to the Regulations, the Cardholder has neither terminated the Agreement nor raised an objection to the amendments, it is considered that the amendments to the Regulations are accepted by the Cardholder and are binding on the parties from the date of their entry into force.
5. Amendments to the Regulations resulting from the extension of the catalogue of products and the scope of services rendered by the Bank do not require the Cardholder to be informed before the date of entry into force of the amendments.
6. The Cardholder has a duty to familiarise the Card User with amendments to the Regulations.

§25.

1. The Cardholder may terminate the Agreement with a monthly notice period. The termination of the Agreement for its validity must be in writing. The notice period shall be counted from the moment of delivery of the written notice to the Bank. A return of the Card with a written information that the Cardholder resigns from its holding shall be tantamount with an amendment to the Agreement in the part concerning that Card.
2. The Bank has the right to terminate the Agreement with one month's notice for the following reasons:
 - 1) infringement of the provisions of the Agreement or the Regulations by the Cardholder or the Card User, also in the case of failure to timely repay the amount due under the Agreement;
 - 2) seizure of receivables from the account of the Cardholder in the course of enforcement proceedings or proceedings to secure claims;
 - 3) deterioration, in the Bank's opinion, of the Cardholder's financial and asset situation, which may have a negative impact on its creditworthiness;
 - 4) identification of a threat to timely repayment of the Bank's receivables;
 - 5) the reduction of the real value of the collateral;
 - 6) failure to provide the documents required by the Bank;
 - 7) a suspected attempt to execute a Transaction aimed at obtaining funds under false pretences;
 - 8) the situation when in the Bank's opinion expressed on the basis of reliable information available to the Bank the Cardholder or the Card User has committed a breach of legal provisions related to anti-money laundering, terrorist financing, or the Bank has obtained reliable information that the Cardholder or the Card User utilizes the Bank's business activity to commit crimes or perform crime-related activities;
 - 9) the Bank receives information that the Cardholder has been registered by another issuer of electronic payment instruments as a holder that has failed to duly perform an electronic payment instrument agreement;
 - 10) The Cardholder /Card User, his/her statutory representative, attorney or any party to a payment transaction or other transaction made with the use of the Card is an entity on which any sanctions have been imposed, in particular domestic or international ones, or embargoes imposed by the European Union, the United Nations Organization and the United States of America (sanctions in the remit of the Department of State or Department of Treasury);



- 11) The Cardholder, any of its representatives or Card User, uses the Card to conduct an activity which - in the Bank's justified opinion based on applied financial security measures required by the Anti-Money Laundering and Counter Terrorist Financing Act - may be used by an entity on which any sanctions have been imposed, in particular domestic or international ones, or embargoes imposed by the European Union, the United Nations Organization or the United States of America (sanctions in the remit of the Department of State or the Treasury Department).
3. Upon termination of the Agreement before the expiry of the period for which the Global Limit was granted, the Users of the Cards issued under the Agreement shall lose their right to continue to use them.
4. In the event of termination of the Agreement, the Cardholder shall be obliged to return to the Bank all issued Cards and destroy them in a durable manner, preventing their use and to promptly repay any receivables towards the Bank arising from the Transactions made using them together with any fees, commissions and interest related to the issue and use of the Cards.
5. During the period of termination of the Agreement, the Card Account shall not be closed and may be charged for Transactions and fees, commissions and interest related to the issue and use of the Cards. Termination of the Agreement, the return of the Cards or the lapse of the Expiry Date shall not release the Cardholder from the obligation to settle any receivables towards the Bank on account of the Transactions made using the Cards together with any fees, commissions and interest related to the issue and use of the Cards.
6. The Agreement shall be terminated at the moment of the Cardholder's death at the latest – in the case of entrepreneurs who are natural persons, or upon dissolution or liquidation – in the case of entrepreneurs who are legal persons or organisational units without legal personality.
7. If in connection with the Agreement a collateral was established to secure a repayment of the Bank's receivables, such a collateral shall be released no later than 60 days after the end of the Settlement Period during which the return was made.
- 3) Chapter 4 of Section III (with the exception of Article 59) to payment Transactions not listed in Article 53 paragraph 1 of the Act; in the case of payment Transactions executed in the territory of one or more Member States (within the meaning of the Act), the time limit referred to in Article 54 paragraph 1 of the Act shall be set at a maximum of 4 business days from the date of receipt of the Cardholder's/Card User's instruction by the Bank;
- 4) Section IX, Articles 144-146.
5. The Regulations make an integral part of the Agreement.
6. Any amendments to the Agreement shall be made in writing.
7. Any disputes which may arise from the agreements to which the provisions of the Regulations have been incorporated shall be heard by a court having jurisdiction over the registered office of the Bank.
8. The Cardholder shall immediately inform the Bank about any change of his/her personal data included in the Agreement and about any change of the Card Users' personal data, included in an application for the Card issuance.
9. The Agreement shall be concluded in Polish. Upon the Cardholder's request, the Agreement may be drawn up in two language versions: Polish and English, however, the Polish language version shall prevail.

Chapter 14 Final provisions

§26.

1. The Bank reserves the right to contact the Cardholder or the Card User in matters related to the functioning of the Card, using telephone numbers, e-mail addresses made available by the Card User and the Cardholder and the Electronic Access Channels utilized by the Cardholder.
2. The Bank reserves the right to record phone conversations with the Cardholder and the Card User and to store such conversations on electronic media, and the Cardholder gives a consent thereto.
3. Subject to paragraph 4, in matters not governed by the Regulations, the provisions of the Polish law shall apply.
4. The Parties hereto have hereby excluded application of the following provisions of the Act:
 - 1) Chapter II, excluding art. 32a;
 - 2) Chapter III, Articles 34, 35-37, Article 40 paragraphs 3 and 4, Article 45, Article 46 paragraphs 2-5, Articles 47-48 and Article 51;