

**General Conditions
of Opening and Maintaining Bank Accounts
at ING Bank Śląski S.A.**

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Chapter 1

General Provisions

§ 1

The Bank determines herein the principles of opening and maintaining Bank accounts in PLN and convertible currencies, and of providing services regarding ING BusinessOnLine internet banking for residents being individual persons running business activity, legal persons and entities not holding legal capacity, non-residents and non-residents from the third country (exclusive of individual persons who do not run business activity).

§ 2

The terms used herein shall mean the following:

- 1) **Bank** – ING Bank Śląski Spółka Akcyjna;
- 2) **Banking Payment Slip** – a form enabling cash withdrawal from a bank account;
- 3) **Call Centre** – Bank unit responsible for telephone support of the Account Holder with regard to the System;
- 4) **Certificate** – binary element of the electronic signature;
- 5) **Instruction** – Instruction of the Account Holder whose execution by the Bank results in the change of the Bank Account balance;
- 6) **Standing Order** – Permanent instruction of the debtor (Account Holder) given to the Bank to debit its Bank Account with a particular amount and to transfer this amount to the Bank Account of the creditor, within the deadlines defined therein;
- 7) **Business Day** – operating day for the Bank;
- 8) **Personal Data Form** – the document used to obtain personal data and signature specimen of representatives and attorneys-in-fact of the Account Holder;
- 9) **Power of Attorney** – the document on the basis of which the Bank verifies the powers and executes orders placed on behalf of the Account Holder;
- 10) **Starting Password** – access password to the System enabling Certificate generation;
- 11) **Certificate Carrier Password** – password (PIN) to the microprocessor card or Cryptographic Key;
- 12) **EWS Client ID** – unique four-digit code assigned to the Account Holder for identification purposes;
- 13) **Cheque collection** – Cash withdrawal or crediting the Bank Account of the cheque holder by the Bank following the receipt of the funds sufficient to cash the cheque from the Branch or the bank of the drawer;
- 14) **User Manual** – ING BusinessOnLine Internet Banking System Operating Manual;
- 15) **Signature Specimen Card** – the document for recording signature specimen of the Account Holder and the document on the basis of which the powers are verified and the orders placed on behalf of the Account Holder are executed;

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- 16) **Communication** – the communication concerning principles of advising on cash withdrawals from the bank accounts, in force at the Bank;
 - 17) **Starting Login** – User ID enabling Certificate generation;
 - 18) **Non-resident** – Entity holding the non-resident status defined under the *FX Law Act of 18 December 1998* (Journal of Laws no. 160 item 106, as amended) and the secondary legislation thereto;
 - 19) **Certificate Carrier** – physical carrier on which the User saves generated certificate together with a pair of keys for authorising orders in the System;
 - 20) **Branch** – Bank's operating organisational unit, inclusive of the Corporate Banking Centre and Head Office within the scope of its powers;
 - 21) **Software** – software provided by the Bank, the installation of which is requisite for proper System performance;
 - 22) **Electronic Signature** – System function for authorising operations performed, enabling sender's identification by the Bank, not bearing features of the qualified electronic signature as defined by the Electronic Signature Act;
 - 23) **Account Holder** – individual person running business activity, legal person or entity not holding legal capacity, being a bank account holder at the Bank;
 - 24) **Bank Account** – Bank Account kept by the Bank for the Account Holder in PLN and/or in convertible currencies;
 - 25) **Separate Bank Account** – Bank Account used for collecting the funds of the Account Holder for a purpose defined in the Agreement (e.g. fringe benefits fund, funds for financing investments or paying clearing cheques);
 - 26) **Joint Account** – Bank Account kept for more than one Account Holder;
 - 27) **General Conditions** – The *General Conditions of Opening and Maintaining Bank Accounts at ING Bank Śląski S.A.*;
 - 28) **Resident, non-resident, non-resident from the third country** – as defined by the *FX Law Act* (Journal of Laws 2002 no. 141 item 1178 as amended) and the secondary legislation thereto;
 - 29) **Current Balance** – actual balance of the Bank Account;
 - 30) **Debit Balance** – negative balance of the Bank Account;
 - 31) **Available Balance** – amount of funds available for the Account Holder from its Bank Account. The Available Balance can be different than the actual amount of funds in the Bank Account;
 - 32) **Night vault** – a room with a cash deposit machine, owned by either the Bank or a third party with whom the Bank concluded the relevant agreement, where cash from sealed deposits is deposited;
 - 33) **EWS** – Electronic Withdrawals System enabling execution of cash withdrawals at Bank's branches via the electronic banking system;
 - 34) **Reference Number** – Withdrawal Reference Number being an explicit and one-time ID of each cash withdrawal, assigned by the Account Holder. The Withdrawal Reference Number comprises a four-digit Client ID. The maximal length of the reference number together with the Client ID cannot exceed 35 signs;

- 35) **System – ING BusinessOnLine** Internet Banking System providing access to accounts, banking products and services via Internet;
- 36) **Table of Fees and Commissions** – Table of Fees and Commissions of ING Bank Śląski Spółka Akcyjna for residents and non-residents being legal persons or entities not holding legal capacity;
- 37) **Agreement** – Bank Account Agreement, inclusive of the Framework Agreement for maintaining bank accounts, providing electronic banking services, making available debit payment cards and electronic withdrawals system;
- 38) **User** – Account Holder or a person appointed by the Account Holder, entitled to use the System;
- 39) **Convertible currencies** – Foreign currencies, i.e. the money not being a legal tender in the Republic of Poland, and international clearing units, determined as convertible by the President of the National Bank of Poland and announced by the National Bank of Poland;
- 40) **Application** – expression of the Account Holder's intention executed by the System in the manual way and requiring Bank's approval;
- 41) **Registration Application** – documentation filed by the Account Holder in order to modify and make the System available, also a Personal Data Form;
- 42) **Applicant** – person filing an application on behalf of the Account Holder, authorised to make a declaration of will with regard to property rights and duties of the Account Holder;
- 43) **CDM** – a machine enabling making cash deposits of notes only;
- 44) **Open Cash Deposits** – cash deposits made over the counter or to the CDM by the Account Holder, unsecured by the packaging and counted in its presence;
- 45) **Sealed Cash Deposits** – cash deposits made over the counter or to the night vault by the Account Holder, secured by the packaging compliant with the Bank's requirements and counted in the absence of the depositor;
- 46) **Equipment** – the equipment is composed of the Certificate Carrier together with the microprocessor card reader (should the microprocessor card be the Certificate Carrier) and Software;
- 47) **Order** – withdrawal/ transfer order.

§ 3

1. The Bank sets forth herein the principles of opening and maintaining Bank Accounts. Bank Accounts shall be opened and kept by the Branches based on the Agreement.
2. The Agreement can be concluded for a specified or an unspecified period of time.
3. These General Conditions shall apply to all Bank Accounts of the Account Holder, unless otherwise agreed.

§ 4

1. The Bank Account can also be kept as a Joint Account in the scope set forth in the Banking Law Act of 29 August 1997 (Journal of Laws 2002 No. 72, item 665, as amended):
 - 1) Each Joint Account Holder shall be held jointly and severally liable as the main debtor, for all liabilities resulting from the conclusion of the Agreement;



- 2) Each Joint Account Holder can with no limitations independently use funds in the joint account and represent other joint account holders before the Bank, unless otherwise provided for in the Agreement;
 - 3) The Bank shall not be held liable for the consequences of executing Instructions made by Joint Account Holders resulting from different decisions of each of them. Should the Instructions coincide – i.e. should execution of one instruction partly or completely exclude execution of the other – the Bank can stop their execution until the Joint Account Holders come to an agreement in that regard.
2. The Bank shall open and maintain Separate Bank Accounts.

Chapter 2

Principles and Mode of Agreement Conclusion

§ 5

1. The Bank shall open and maintain Bank Accounts under the Agreement concluded with the Account Holder on the basis of the data included in the Application for opening a bank account.
2. In order to open a bank account, the Applicant files with the Bank an application for opening a bank account, on a form available at the Bank, signed by the persons entitled to make declarations with regard to property rights and duties, together with the documents defining legal status of the entity applying for the Agreement conclusion, and indicating persons authorised to make representations on behalf of the entity with regard to its property rights and duties.
3. The Applicant, who pursuant to other regulations is obliged to use the REGON statistical number, files a relevant certificate.
4. The Applicant using the tax identification number NIP files a NIP number certificate. The Applicant using the tax identification number NIP, to whom this number has not been granted yet, shall provide the certificate immediately after its receipt.
5. The Bank can require the Applicant to provide additional documents besides the ones listed in para. 2-4 hereof.
6. The documents listed in para. 2-4 hereof shall be presented by the Applicant in the originals or notarised copies, or otherwise agreed upon with the Bank. Having checked the documents, the Bank shall make photocopies and confirm their conformity to the original.
7. Should the documents presented be issued abroad, the Bank can require the Applicant to have them authenticated for conformity with the law of the place of their issuance by the relevant Polish diplomatic mission or consulate, or otherwise agreed upon with the Bank, and if the document is issued in a foreign language, also to submit a sworn translation of the documents into Polish.
8. The Applicant shall submit, together with the documents listed in para. 2-4 hereof, a power of attorney for the persons authorised to make declarations of will on behalf of the Applicant, if these data are not specified in the documents attached to the Application for opening a bank account or if the attorneys-in-fact are appointed to use funds in the Bank Account. The power of attorney shall fulfil the conditions set forth in chapter 4 hereof.
9. Should the content of the documents mentioned in para. 2-5 hereof be changed, the Account Holder is obliged to immediately submit updated documents to the Bank. The Account Holder is also obliged to notify the Bank in writing about all alterations affecting its legal situation or of material significance for maintaining the Bank Account.

10. Upon receiving all documents mentioned in para. 2-5 hereof, the Bank shall decide on opening a Bank Account, and develop the Agreement pursuant to the specimen in force at the Bank.
11. Should a Bank Account be opened, the Bank presents to the Applicant together with the Agreement, the Signature Specimen Card with a Personal Data Form or the Attorneys-in-fact' Rights Form with a Personal Data Form in order to submit signature specimen by the persons entitled to use funds in the Bank Account.
12. The Account Holder shall notify the Bank about opening a Bank Account in another bank.
13. The Bank can refuse to open a Bank Account without giving any reasons therefor and shall inform the Applicant about it in writing.

§ 6

1. The signatures of the persons authorised on the Signature Specimen Card or on the Personal Data Form shall be placed in the presence of a Bank employee or notarised, or in the another form agreed upon with the Bank.
2. The Account Holder is obliged to immediately notify the Bank in writing of any change as to the persons authorised to use the Bank Account.
Changes as to the authorised persons listed in the Attorneys-in-fact' Rights Form or in the Signature Specimen Card and rights assigned thereto are made at the Account Holder's request, on the basis of the relevant forms provided by the Bank.
The notification of the change of persons authorised to use the Bank Account shall be effective for the Bank as of the next business day following the date of the notification receipt by the Bank, unless otherwise agreed by the Bank and the Account Holder.

Chapter 3

Interest Rate and Commissions

§ 7

1. The principles and the interest rate of the funds accumulated in the Bank Account are defined in the Bank Account Agreement.
2. The Bank shall compound the interest accrued on the funds:
 - 1) accumulated in the Bank Account in PLN on a quarterly basis, unless otherwise provided;
 - 2) accumulated in the Bank Account in convertible currencies on a yearly basis, unless otherwise provided.
3. Pursuant to the provisions of the Agreement, the funds accumulated in the Bank Account, depending on the currency of the account, bear or do not bear interest.

The Bank can propose the Account Holder the Bank Account which does not bear interest, for whose maintenance the Bank does not charge commission, provided that the average minimum balance – in the amount set forth in the Agreement – is maintained monthly in the Bank Account. Should the average minimum balance be maintained in the lower amount than the one defined in the Agreement, the Bank shall charge the commission from the Account Holder for the maintenance of this account, as defined in the Table of Fees and Commissions. The amount of the average minimum balance shall be indexed on a yearly basis with the average WIBID rate for one-month deposits made on the interbank market for the month preceding the change. The



change of interest rate and of the amount of the average minimum balance, announced as is customary at the Bank, shall neither constitute a change to the Agreement nor require termination thereof.

4. The Bank reserves the right to change the interest rate and compounding periods during the Agreement validity, should at least one of the following values change:
 - 1) the level of interest rates determined by the NBP;
 - 2) the inflation level announced by the GUS [*Main Statistical Office*];
 - 3) the level of the mandatory reserves or the way of calculating them;
 - 4) the price of financial instruments in the domestic and foreign money markets;
 - 5) the level of solvency or liquidity ratios;
 - 6) WIBID, WIBOR, LIBID, LIBOR, EURIBOR and EURIBID rates.

The current interest rates and information about the change of the compounding periods or interest rates, and reasons for these changes shall be communicated to the Account Holder in the form of announcements at Bank's Branches or on the Bank websites.

§ 8

1. The Bank shall charge fees and commissions for Bank Account maintenance and the settlements made via the Bank as well as other operations made in the Bank Account.
2. The Bank reserves the right to debit the Bank Account with the fees and commissions due to the Bank regardless of the Bank Account balance.
3. The types, levels, principles and conditions of charging fees and commissions are set forth in the Table of Fees and Commissions introduced by the ordinance of the President of the Management Board.
4. The Bank reserves the right to change the Table of Fees and Commissions for important reasons. The following reasons shall be notably deemed as important:
 - 1) adjustment of current rates to the inflation level;
 - 2) improvement of service standard;
 - 3) increase of service costs due to external factors, and in particular the increase of prices of energy, telecommunications connections, postal services, interbank clearings;
 - 4) implementation of complementary services.
5. The Bank shall inform the Client about changes in the Table of Fees and Commissions in the form of:
 - 1) announcements available in Bank's Branches,
 - 2) information available on Bank websites.
6. The Account Holder is charged with fees and commissions at the rate in force at the execution date determined in the Instruction by the Account Holder or at the date of execution by the Bank of other activities provided for in the Table of Fees and Commissions.

Chapter 4

Using Bank Account

§ 9

1. Funds in the Bank Account shall be used under the granted power of attorney.
2. The attorney-in-fact is authorised to use funds in the Bank Account within the power of attorney s/he was granted.
3. The power of attorney shall be granted in writing on the form available at the Bank, otherwise null and void.
4. In justified cases, the Bank can give consent to granting the power of attorney in the manner other than defined in para. 3 hereof.
5. The power of attorney shall consist of the following elements:
 - a) forename and surname (name), address (registered office) of the Account Holder;
 - b) data listed in the Personal Data Form Dane: forename and surname (name), address (registered office), number and series of the attorney-in-fact's ID, PESEL number in the case of a Polish citizen, etc.;
 - c) scope of the power of attorney.
6. Should the power of attorney be received by mail, authenticity of the Account Holder's signature shall be confirmed by the notary public or in other way agreed upon with the Bank.
7. The power of attorney shall be signed by the persons authorised to make declarations of will with regard to property rights and duties of the Account Holder.

§ 10

The power of attorney can be amended or revoked by the Account Holder on the basis of its written Instruction signed by the persons authorised to make declarations of will with regard to property rights and duties of the Account Holder.

§ 11

1. Use of funds in the Bank Account can be limited by legal regulations or contractual obligations of the Account Holder.
2. The Bank can refuse to execute the Account Holder's Instruction, the amount of which exceeds the Available Balance at the Bank Account.
3. Should the Available Balance be exceeded at the Bank Account, the Bank shall charge the interest on the exceeded amount as determined for the overdue overdraft in the ordinance of the President of the Management Board of the Bank, announced as is customary at the Bank.
4. Subject to the limitations set forth in legal regulations, the Account Holder can carry out FX transactions via the Bank, pursuant to the FX Law Act (Journal of Laws 2002, No. 141 item 1178, as amended).
5. The Bank reserves the right to refuse to execute the Instruction breaching the provisions mentioned in para. 4 hereof. The Bank shall not be held liable for potential losses resulting from the said refusal.

6. The Bank can determine the amount above which the Account Holder should report a planned cash withdrawal in advance. The amount and the notification period shall be announced as is customary at the Bank.

§ 12

1. The submitted Instructions referring to the funds accumulated in the Bank Account shall comply with the rights comprised in the Signature Specimen Card or in the Attorneys-in-fact' Rights Form and with the signature specimen in the Signature Specimen Card or the Personal Data Form.
2. The Bank shall accept the Instructions submitted by the Account Holder using electronic data carriers or other means of communication agreed upon with the Bank, on the terms and conditions set forth in the Agreement or any other agreement. Powers of attorney for activities executed using electronic data carriers are independent from those defined in the Attorneys-in-fact' Rights Form.
3. In the case of expressing consent to accepting the Instruction of the Account Holder in the manner set forth in para. 2 hereof, the Bank shall not be held liable for delays and any other consequences of using such means of communication, unless otherwise provided.
4. The Bank can demand from the Account Holder a written confirmation of the Instruction submitted in the manner set forth in para. 2 hereof and stop execution of the Instruction until the receipt of the relevant confirmation. The Bank shall not be held liable for stopping or delaying the Instruction execution due to the lack of confirmation.
5. The Account Holder shall not be obliged to place a company stamp on the Signature Specimen Card, Attorneys-in-fact Rights' Form with consecutive amendments or on the forms comprising instructions.

§ 13

The Bank shall refuse to execute the Instruction of the Account Holder:

- 1) if it includes incomplete information;
- 2) if it is incompliant with the provisions of the Agreement or hereof;
- 3) from the moment of the Bank Account seizure by an enforcement authority;
- 4) in other cases justified by the legal regulations.

Chapter 5

Financial Settlements

§ 14

1. The Bank shall make cash and non-cash settlements.
2. The Account Holder shall submit the Instructions:
 - a) on bank forms,
 - b) via electronic data carriers,
 - c) with payment cards.

§ 15

1. The Bank shall make cash settlements in the form of cash deposits and withdrawals.
2. The Bank shall not make cash deposits and withdrawals made in convertible currencies in coins.



3. In the case of the cash withdrawals made in a convertible currency in coins, the Bank shall pay the equivalent of the withdrawal amount in PLN, subject to the currency conversion principles in force at the Bank.
4. The provisions of the General Conditions for Making Spot FX Transactions with Corporate Clients at ING Bank Śląski S.A. shall apply to calculating the deposits and withdrawals made in the currency other than the account one. The costs of the currency conversion shall be borne by the Account Holder.
5. Considering the clearing system in force at the Bank, the order execution shall be based on the receiver's bank account number. Payment verification – in terms of compliance of the beneficiary's name (payment receiver) with its bank account number – by the Bank or other banks participating in the settlement shall not precondition the proper execution of the Order.
6. Should the Account Holder state a wrong Bank Account number, while the beneficiary's name (payment receiver) is correct, the Bank shall execute the Order on the basis of the Bank Account number and shall not be held liable for any damages caused thereby.

§ 16

The Bank shall accept over-the-counter Open Cash Deposits on the basis of the Banking Payment Slip and via CDMs. The Bank shall immediately credit the Bank Account indicated by the Account Holder upon accepting a proper Instruction and making a deposit.

§ 17

1. The Account Holder can make Sealed Cash Deposits over the counter or via Night Vaults at the Branches having the Night Vault installed.
2. Conclusion of the relevant agreement shall precondition making Sealed Cash Deposits.
3. The Account Holder can make Sealed Cash Deposits upon the conclusion of a separate agreement determining the principles of clearing Sealed Cash Deposits (Cash Collection) made to the Bank Account of the Account Holder.
4. The Account Holder making a Sealed Cash Deposit shall observe the conditions and procedures of making deposits in force at the Bank.

§ 18

1. The Bank shall pay out cash on the basis of
 - 1) the cash cheque of the Bank (subscribed or bearer's) for all withdrawals in PLN;
 - 2) the Banking Payment Slip for withdrawals in foreign currency;
 - 3) the EWS;
 - 4) another form approved by the Bank.
2. The Bank shall pay out cash via an ATM or a payment card.
3. The Bank shall pay cash cheques of the Bank that are not blocked, are correctly filled in pursuant to the Cheque Law and are presented for payment within 10 calendar days as of the date of their drawing.

§ 19



1. The EWS enables making a cash withdrawal at the Bank's Branch to an individual person not holding a Bank Account or a cash cheque drawn by the Account Holder. A cash withdrawal via the EWS can also be made to a person holding a Bank Account. The cash for the purposes of a business entity shall be paid out to a Client's employee.
2. The Bank undertakes to process Instructions for cash withdrawals received via the EWS.
3. A cash withdrawal can be made at any Bank's Branch, solely in the currency of the withdrawal's account.
4. A person making a cash withdrawal via the EWS has to present the following documents: ID with the document number and PESEL number in the case of a resident, or a passport with the document number in the case of a non-resident or non-resident from a third country, as well as the information from the Account Holder about the possibility of making a cash withdrawal at the Bank with a withdrawal Reference Number, in the form agreed by the person making a cash withdrawal and the Account Holder.
5. The Bank shall not be held liable for the withdrawals made by the persons who present their ID with the number, PESEL number or passport number and a Reference Number of the withdrawal compliant with the data provided by the person placing an Instruction.
6. Should the person making a cash withdrawal provide the data incompliant with the data provided by the Account Holder in the Order for cash withdrawal at the Branch, the cash withdrawal shall not be executed by the Bank.
7. The Account Holder is obliged to maintain an adequate balance in the Withdrawals' Account enabling making cash withdrawals via the EWS on a given Business Day and charging it with fees at the end of a calendar month.
8. Should the Withdrawals' Account balance be insufficient on a given Business Day to secure cash withdrawals and fees and commissions at the end of a calendar month, the transactions shall not be executed.
9. The Account Holder can restrict the execution of cash withdrawal transactions by indicating limits.
10. On one Business Day, the Account Holder can send to the Bank one or more cash withdrawal Instructions at the Branch comprising cash withdrawal orders. A cash withdrawal can be made on the same Business Day on which the Instruction was sent, unless the Instruction has a future execution date.
11. The Account Holder can send to the Bank a correction of the previously sent Instruction.
12. The timeframe for the cash withdrawal execution via the EWS provided in the Instruction in the fields "Date from" and "Date to" cannot exceed 10 calendar days.
13. The Instruction can include the information with a future date of the withdrawal execution in the field "Date from", 14 days from the current day at maximum.
14. The Account Holder can cancel a previously sent cash withdrawal by sending to the Bank an Instruction with withdrawals' corrections, giving in the field "Date to" an earlier date than the current day of transaction execution. Such transaction shall receive the overdue status after the system processing on the next Business Day.
15. Correct completion of the Instruction containing information requisite for the transaction execution pursuant to the provisions of the Agreement or of another agreement is a necessary condition for the cash withdrawal execution via the EWS.

16. The Account Holder shall advise on the cash withdrawal in line with separate Bank regulations, should the transaction exceed the limit defined in item number one of the Communication.
17. The Account Holder shall inform Persons making cash withdrawals about the possibility of making cash withdrawals at Bank's Branches with the timeframe during which the transaction can be executed.
18. The Account Holder shall provide the Persons making cash withdrawals with lists of Bank's Branches as well as with detailed information on a given cash withdrawal and its full Reference Number in particular.
19. A cash withdrawal via the EWS for a particular Person making a cash withdrawal shall be executed at the Bank's Branch on the basis of the data provided by the Account Holder in the Instruction, including identification data of the Person making a cash withdrawal. The Client shall be held liable for any incompliance of the data with the actual state of affairs.
20. The timeframe for the cash withdrawal execution via the EWS provided in the Instruction in the fields "Date from" and „Date to" shall not exceed 10 calendar days.
21. Should the Person making a cash withdrawal provide incorrect data, incompliant with the data provided by the Account Holder in the Instruction, the cash withdrawal shall not be executed by the Bank.

§ 20

1. The Bank shall accept for collection clearing cheques submitted by the cheque holder (Account Holder), whose drawer holds a Bank Account in another Bank. The Bank shall credit the Bank Account of the cheque holder after obtaining the funds sufficient to pay the cheque from that bank, however not later than on the next Business Day following the day of the funds obtainment. The cheque holder shall make a supplementary endorsement for the benefit of the Bank on the reverse side of the cheque submitted for collection.
2. The Bank shall accept for collection cash cheques whose drawer holds a Bank Account in another Bank. The Bank shall pay the cheque amount after obtaining the funds sufficient to pay the cheque from that bank. The cheque holder shall make a supplementary endorsement for the benefit of the Bank on the reverse side of the cheque submitted for collection.
3. The Bank shall settle clearing cheques of the Bank. The Bank shall immediately credit the indicated Bank Account of the cheque drawer and transfer the funds to the indicated Bank Account of the cheque holder, provided the cheque drawer has sufficient funds in the account enabling the cheque payment.
4. The Bank can confirm the clearing cheque at the request of the cheque holder. The funds securing the payment of the clearing cheque shall be booked in the non-interest bearing blocked account. A complete or incomplete cheque, which includes the drawing date and the signature, can be confirmed for the period of 10 days from this date. An incomplete cheque including at least a signature and without the date of its drawing can be confirmed for the period of 30 days from the confirmation date and cashed by the Bank within 10 days from the supplemented date of drawing, however not later than on the last day of confirmation.
5. On the basis of the order placed on the form available at the Bank and signed in line with the rights held, the Bank shall issue against receipt a booklet of cash and clearing cheques to the Account Holder or to the person authorised in the order within 14 days at maximum.
6. Should the cheque or a cheque form be lost or stolen, the Account Holder shall immediately notify the Bank thereof. The notification shall be made either in writing or via telephone and include the number and individual numbers of cheques or cheque forms and in the case of cheques –

amounts for which they were drawn. The notification made via telephone shall be immediately confirmed in a written form, on the next Business Day at the latest.

7. The Bank shall block the cheques indicated in the notification until the Account Holder cancels it in writing; however blocking the cheque payment shall be effective as of the next Business Day following the notification receipt by the Bank mentioned in para. 1 hereof, where the Bank is responsible for the cheque payment at Bank's organisational units, from the moment of the written notification receipt.

§ 21

1. The Bank shall debit the Bank Account of the Account Holder on the day of accepting the transfer order and not later than on the next Business Day.
2. The Account Holder can cancel or change the transfer order in the form of a written Instruction, provided that it is done until the time its Bank Account is debited thereunder, unless such cancellation or change proves impossible.
3. All costs connected with cancelling or changing the payment instruction shall be borne by the Account Holder.
4. The Bank shall credit the Bank Account under the payment instructions received from other banks on the day of receiving the funds during its business hours, however not later than on the next Business Day.
5. The Bank shall accept the Instructions of the Account Holder only within its business hours. The Instruction placed by the Account Holder at the Bank after its business hours shall be considered as placed on the next Business Day.
6. Transfer orders can be submitted at the Branch maintaining the account and Branches selected by the Bank. The Branch maintaining the account shall provide information about the Branches at which the transfer orders can be submitted, as is customary at the Bank.

§ 22

The Bank shall carry out financial settlements through a direct debit on the principles set forth in relevant, generally applicable legal regulations and in separate regulations in force at the Bank.

§ 23

1. The Bank can execute the Instructions of the Account Holder in the form of the Standing Order using a form available at the Bank.
2. The Account Holder can cancel the order, submit a new order and make changes to the Standing Order.
3. The Account Holder shall report the intention of making changes set forth in para. 2 on the day preceding the order execution at the latest.
4. Changing the Standing Order requires submitting a new Standing Order.
5. The Bank shall execute the Standing Order if on the Business Day preceding the payment there are sufficient funds within the Available Balance for the order execution.
6. The bank statement shall be the document confirming the execution of the Standing Order.

7. The Bank shall execute the Standing Order whose due date is on the non-business day on the first Business Day following the non-business day.
8. The fee for the activities connected with making or changing the Standing Order shall be charged:
 - 1) on the day of charging commission on Bank Accounts in PLN;
 - 2) on the day of executing these Orders by the Account Holder in the Bank Accounts in convertible currencies.

§ 24

The Bank shall make financial settlements on the basis of the Instruction placed by the Account Holder with electronic data carriers and payment cards, in line with separate regulations in force at the Bank.

§ 25

1. The Bank shall be held liable for damages resulting from untimely or incorrect performance of financial settlements, unless they are the consequence of the circumstances for which the Bank shall not bear liability, in particular:
 - 1) they originated as a result of the errors in the content of the Instruction;
 - 2) they are due at the fault of other entities participating in the clearing process.
2. Should the term of the execution of the Account Holder's Instruction be exceeded due to the fault of the Bank, the Bank shall pay damages to the Account Holder in the amount of the interest calculated according to the interest rates in force at the Bank, set forth in the Ordinance of the President of the Bank on the interest rate on funds in the bank account for residents being individual persons running business activity, legal persons and entities not holding legal capacity, non-residents and non-residents from the third country (exclusive of individual persons who do not run business activity) on the amount of the incorrectly executed Instruction for each day of default.
3. The Bank shall not be held liable for damages of the Account Holder due to the changes in FX rates during execution of foreign orders and transactions in convertible currencies and for the non-execution, if the third party refuses to accept it.
4. The Bank shall be liable up to the amount of actual losses incurred by the Account Holder only, exclusive of lost benefits.

Chapter 6

Bank Statements and Balance Confirmation

§ 26

1. The Bank shall determine the balance after each change of the funds in the Bank Account.
2. Bank Statements shall be prepared as often as is specified in the Application for opening the bank account and shall be delivered to the Account Holder as agreed with the Bank.

§ 27



At the request of the Account Holder, the Bank shall make copies of the bank statements and documents confirming that the transactions were executed, and confirm – by placing a relevant clause thereon – that they are true copies of the original.

§ 28

1. At the end of the calendar year, the Bank shall notify the Account Holder of the balance on its Bank Account. In justified cases, the Bank can request the Account Holder for the confirmation of the correctness of the Bank Account balance at any other dates specified by the Bank.
2. Should the balance be found incorrect by the Account Holder, the latter shall notify the Bank thereof within 14 days from the receipt date of such notification. Non-submission of the declaration that the balance is incorrect within the abovementioned term shall be deemed as the confirmation of its correctness.
3. Should the balance be incorrect, the Bank shall check the reason thereof and in case of identifying a mistake, it shall make an appropriate adjustment, and then, it shall send the corrected notification immediately.

§ 29

The Bank reserves the right to adjust the amount wrongly booked in the Bank Account, even if it results in the Debit Balance. The Bank shall notify the Account Holder of the adjustment made.

Chapter 7

Providing Information on Bank Account Balance

§ 30

The Bank shall provide information about the level of the Bank Account balance and transactions in the Bank Account within the scope stipulated in the generally applicable legal regulations, exclusively to the following:

- 1) Account Holder, its attorneys-in-fact, and persons indicated by the Account Holder;
- 2) entities authorised under the generally applicable legal regulations.

§ 31

The Bank – under a separate agreement – shall give information by phone about the Bank Account balance and transactions in the Bank Account.

Chapter 8

Agreement Termination and Bank Account Closure

§ 32

The Bank Account is closed in case of termination of the Agreement resulting from the expiry of the term for which the Agreement was concluded or as a result of its termination by the Account Holder or the Bank.

§ 33

1. The Account Holder can terminate the Agreement in writing, using the Bank Account Closure form available at the Bank, with the 30-day notice, subject to paying off all the amounts due resulting from the Debit Balance in the account or credit taken, repayment of interest due as well as fees and commissions.
2. Moreover, the Agreement can be terminated by mutual agreement.

§ 34

1. The Bank can terminate the Agreement immediately without the notice of termination in the following cases:
 - 1) if the Account Holder submitted to the Bank the forged documents or the ones that confirm untruth;
 - 2) misleading the Bank in respect of the elements significant for the conclusion of the Bank Account Agreement;
 - 3) starting unjustified actions to the detriment to the Bank;
 - 4) in case of justified suspicions that the actions of the Account Holder bear attributes of an offence;
 - 5) if the Account Holder violates the terms and conditions of the Agreement, General Conditions, legal regulations, or takes some other actions that result in losing the Bank's trust in the Account Holder;
 - 6) causing the unauthorised Debit Balance.
2. The Bank can terminate the Agreement with the 30-day notice in the cases other than the ones referred to under para. 1 above, in particular:
 - 1) in case of absence of any transactions in the account within a 3-month period (without taking into account the periodical interest compounding)
 - 2) starting the process of liquidation of the Account Holder's business.
3. The Account Holder shall be informed about the reason for terminating the Agreement by the Bank.

§ 35

1. Termination of the Agreement shall be signed by the persons authorised to give declarations of will with regard to property rights and duties or by the persons authorised accordingly.
2. The Account Holder shall give - on the Bank Account Closure form – the number of the account where closing balance of the Bank Account is to be transferred to.

§ 36

1. In case of terminating the Agreement by the Bank or as the result of the expiry of the term thereof, the Account Holder shall send – not later than within 7 days before the termination thereof – a written declaration to the Bank where s/he states the number of the account where closing balance of the Bank Account is to be transferred to.
2. The funds that will be transferred to the Bank for the Account Holder after closing its account shall be sent to the ordering party.
3. If the Account Holder does not submit a declaration mentioned under para. 1 above, the Bank shall recognise the non-interest bearing account with the closing balance of the Bank Account.
4. The Bank shall charge the fee for transferring the funds to the Account Holder into the account stated in the Bank Account Closure form. The said fee shall decrease the amount transferred to the Account Holder.

§ 37

1. The Account Holder shall return the unused cheque forms and all payment cards on the closing day of the Bank Account at the latest.
2. If the Account Holder cannot return the cheque forms, s/he shall submit a declaration to the Bank justifying the fact that the cheque forms are not returned.

§ 38

Holding by the Bank the power of attorney – with the signatures notarised or in any other way agreed with the Bank of the persons authorised to give declarations of will with regard to property rights and duties of the Account Holder – granted to the attorney-in-fact, whereby the latter is authorised to close the Bank Account, shall precondition this action.

Chapter 9

ING BusinessOnLine Internet Banking System



§ 39

The Bank shall provide services connected with the ING BusinessOnLine internet banking system, hereinafter referred to as the System, based on the Agreement or a separate agreement concluded with the Account Holder and based on the principles stipulated therein.

§ 40

The System shall be used by Account Holders.

§ 41

To use the System, certain requirements related to the computer hardware, software and teletransmission line parameters must be met. For the proper functioning of the System, the User shall have an internet browser. The list of bank recommendations, also with regard to system requirements, is on the Bank website.

Making the System Available

§ 42

1. In order to make the System available, the Account Holder shall submit a Registration Application at the Branch or hand it over to an authorised Bank employee.
2. The Bank shall consider the submitted Registration Application within 7 business days from the date of the Application submission. In case of any doubts, the Bank can request any additional explanations from the Account Holder, which can result in prolonging the time of Registration Application consideration by the time indispensable for providing explanations.
3. The Registration Application and all forms submitted by the Account Holder in connection with making the System available and in connection with its use shall be signed by the persons authorised to make declarations of will on behalf of the Account Holder.
4. The Bank can reject the Application, if:
 - 1) the Applicant does not meet the requirements stipulated in the General Conditions;
 - 2) the Registration Application contains formal and legal errors;
 - 3) other reasons that make it impossible to consider the Registration Application positively occur.
5. In case of rejection of the Registration Application, the Bank shall notify the Account Holder in writing thereof, stating the rationale thereof within 7 business days starting from the date of the Application receipt or from the date of submitting explanations that raised doubts of the Bank.

§ 43

1. Based on the data given in the Applications, the Bank:
 - 1) Registers the Account Holder and Users in the System within 7 business days from the date of signing the Agreement;



- 2) Delivers the Equipment to the Account Holder within 7 business days. The receipt of the Equipment shall be confirmed by the Account Holder;
 - 3) Delivers Starting Logins and Starting Passwords that are conveyed to relevant Users in envelopes bearing their individual names. Starting Passwords are sent by ordinary priority letter. Starting Logins are delivered to the Users by courier mail in dispatches with the Users' names written thereon. Before handing the dispatch over, the courier shall identify the recipient. The dispatch can be collected only by the person who the dispatch was addressed to.
2. If the User has access to the accounts of one Account Holder, and if the Application for having the access to the accounts of another Account Holder is submitted, the Starting Login and Starting Password shall not be delivered to the User.
 3. The User shall install indispensable Software to launch the System.

§ 44

1. After the receipt of the Starting Login and Starting Password, and after the software installation, the User shall generate a Certificate that is saved on the Certificate Carrier.
2. To activate the generated Certificate, the User shall contact the Call Centre. The key activation instruction is attached to the dispatch with the Starting Login.

System Usage

§ 45

1. The Bank shall make the System available 24 hours a day, 7 days a week. The Bank reserves the right to suspend the access to the System in connection with the necessity of carrying out periodical maintenance works.
2. The Bank shall inform the Account Holder about planned breaks in access to the System via the System in the form of relevant messages. The Bank shall apply due diligence to publish the messages as soon as possible.
3. The Bank shall not be responsible for any damages incurred by the Account Holder in connection with the System maintenance works described under para. 2.
4. The Bank can change the System functionality from time to time.
5. The System shall function in the Central European Time (CET).

§ 46

1. The User can use the System to have access to the Bank Accounts as well as products and services offered by the Bank within the rights specified in the Registration Application.
2. It is the Account Holder – determining the rights – who shall be responsible for the scope of rights granted to specific Users in the Registration Application. The Bank shall not be responsible for the damages resulting from the actions taken by the User to the detriment of the Account Holder.

Operations in the System

§ 47

1. Instructions and Applications submitted via the System, covering the System functionality, shall be executed in line with the applicable general conditions and agreements concluded between the Bank and the Account Holder and stipulations of other internal regulations applicable at the Bank as regards bank products and services, unless the General Conditions and the Agreement provide otherwise.
2. Instructions and Applications can be submitted via the System 24 hours a day, 7 days a week, whereas they are executed on business days only, from Monday to Friday and on Saturday, excluding non-business days, between the PLN accounts maintained at the Bank.
3. Instructions and Applications submitted via the System constitute the final declaration of will of the Account Holder.
4. The Account Holder can cancel orders sent via the System to be executed at a later date than the date of order submission, with the reservation that such an order must be cancelled on the business day preceding the order execution at the latest and within time allowing for order cancellation, that is by 07:00 p.m.
5. Backdated orders sent for execution shall be executed with the current date, unless the date of order execution specified in the order is older than the cut-off date specified in the System.

§ 48

1. Orders submitted via the System shall be executed in accordance with:
 - 1) General Conditions;
 - 2) General Conditions of Making Settlements Being Orders to Pay in FX Trading;
 - 3) General Conditions of Making Spot FX Transactions with Corporate Clients at ING Bank Śląski;
 - 4) other regulations applicable at the Bank and generally applicable legal regulations, taking into account the requirements included in the Agreement or in a separate agreement.
2. The Account Holder shall send to the Bank the orders to pay abroad or to make settlement in the country, with the information on purpose of the funds transferred.
3. The Account Holder shall authorise the Bank to charge the order amount from the account specified in the Instruction in line with the General Conditions of Making Settlements Being Orders to Pay in FX Trading.
4. The Account Holder shall authorise the Bank to charge the commission in the amount resulting from the Table of Fees and Commissions applicable at the Bank from the account specified in the Instruction. Declared fees of the foreign bank can be financed from the account from which the order is financed exclusively. If FX account is charged with fees and commissions, the Bank shall determine the equivalent of the foreign currency in line with the General Conditions of Making Settlements Being Orders to Pay in FX Trading.

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5. The Bank can demand from the Account Holder further explanations regarding the Instructions submitted for execution or withhold execution thereof by the time the Account Holder sends a new, correct Instruction that is in compliance with the laws and regulations mentioned under Section 11.
 6. If as of the execution date the Available Balance makes it impossible to make the payment, or if the Account Holder fails to provide documents required by the Bank, the transaction shall be rejected.

§ 49

1. The Bank shall be authorised to process, inclusive of storing and making copies of, electronic documents connected with banking activities, developed on electronic data carriers, in compliance with the applicable regulations. It refers especially to the Instructions and Applications submitted in the System by the Users with Electronic Signature stored on electronic data carriers.
2. The Bank reserves the right to verify and reject the documents in electronic form connected with banking activities, developed on electronic data carriers, especially the Instructions and Applications submitted in the System by the Users with Electronic Signature stored on electronic data carriers, if they are incomplete or raise doubts as to their integrity as far as the Electronic Signature is concerned. The Bank shall not be responsible towards the Account Holder in case of defective documents in electronic form with User's Instructions and Applications submitted in the System.

Liability Principles

§ 50

1. Each Instruction and Application submitted by the User via the System and correctly authorised shall have the same effect as a written instruction or application.
2. Instruction and Application submitted by the User are irrevocable and are the final expression of the Account Holder's will, with the exception of the transfer order with deferred payment date in which case it is allowed to submit the instruction to cancel the transfer order within the time allowing for the execution thereof pursuant to Section 47 para. 4 hereof.
3. Instruction and Applications submitted by the User cannot include text of illegal nature.
4. The Bank shall not be liable for the consequences of the Instruction or Application issued wrongly by the Account Holder.
5. In case of Instruction or Application rejection by the Bank due to their incompleteness, submitting contradictory Instructions or Applications, lack of funds indispensable for the execution of the Instruction, or any other circumstances that make the acceptance thereof by the Bank impossible, the User shall be informed via the System that the Instruction or Application was not executed by the Bank.
6. All Instructions and Applications submitted by the User shall be permanently secured by the Bank and shall be used as evidence in case of disputes.
7. The Account Holder shall not make any information regarding the System available to any third parties without the prior written consent of the Bank.

§ 51

1. The Account Holder shall regularly check that the Instructions and Applications submitted in the System are executed in a correct manner. In case of detecting any irregularities, the Account Holder shall contact the Bank via the System or by calling its Relationship Manager.
2. The Account Holder shall monitor the history of operations and inform the Bank immediately about:
 - 1) any transactions not authorised by it that appeared on the bank statements;
 - 2) any errors and irregularities on the bank statements.
3. The System User shall control the System registration of the date of the last log-in and verify, if there was any attempt to log-in to the System by any third parties. In case of any suspicion of violation, the User shall block access to the System.
4. In case of disclosing the Password to the Certificate Carrier to third parties or in case of suspicion thereof, the User shall inform the Bank thereabout and block access to the System immediately.

5. The User shall inform the Bank immediately about any technical problems connected with the use of the Certificate Carriers and the Password to the Certificate Carrier.
6. The User shall use updated recommendations of the Bank regarding security principles related to the use of the internet banking systems to provide protection against specific threats caused by getting connected with the internet. The said recommendations shall be published on the Bank website.
7. The User shall be fully liable for enabling any third parties to use the Certificate Carrier and the Password to the Certificate Carrier.
8. The Account Holder cannot question the authenticity of the operations performed in the System authorised in line with the stipulations hereof.
9. The Bank shall not be held liable for the consequences resulting from the non-compliance with the principles stipulated in the General Conditions by the Account Holder.

§ 52

1. The Bank shall keep secret the data related to access to the System.
2. The Bank shall not be liable for any losses resulting from the actions taken based on the untrue or incomplete data supplied by the sender or for any losses caused by circumstances being beyond the Bank's control – force majeure, especially in case of international conflicts, acts of terrorism or sabotage, war activities, revolution, revolts, riots, civil commotion, lockouts and natural calamities or regulations issued by the government authorities or state administration.
3. The Bank shall not be liable for the damages incurred by the Account Holder, resulting from unauthorised access to the IT systems of the Account Holder by any third parties. Especially, the Bank shall not be responsible for any damages resulting from internet hacking or attacks, operation of computer viruses, and any other threats connected with the use of the computer networks.
4. The Bank shall be liable for the damages resulting from untimely or incorrect settlements, unless they result from circumstances for which the Bank is not liable or which resulted from the actions taken by units other than the Bank that participated in the settlement process.
5. The Bank shall be liable for the damages resulting from the errors in conveying information, misunderstandings, and errors in telecommunication traffic with the sender, Branches, with third persons, only if they resulted from the reasons at the Bank's fault.
6. The Bank shall not be held liable for technical security or reliability of the operation of the computer networks of the Account Holder, or its computer hardware or operational system.
7. The Bank shall not be held liable for the damages incurred by the Account Holder that result from:
 - 1) Non-informing the Bank about the disclosure or suspicion of disclosure of the Password to the Certificate Carrier to any third parties;

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- 2) Non-informing the Bank about technical problems connected with the use of the Certificate Carrier and Password to the Certificate Carrier;
 - 3) Non-informing the Bank about transactions made without the consent of the Account Holder, or about errors and irregularities that appeared on bank statements.
8. The Bank shall not be held liable for any losses caused by additional, different than recommended by the Bank, software used by the Account Holder.
 9. The Bank shall be liable only to the level of actual financial losses borne by the Account Holder due to the events determined in para. 4 and 5 hereof.

Additional Provisions

§ 53

The Account Holder shall use the System in accordance with the stipulations of the Agreement, these General Conditions, User' Manual and other regulations constituting an integral part of the Agreement, and with the applicable legal regulations. The Account Holder shall be liable for the Users' actions and omissions in this respect.

§ 54

1. The Account Holder shall be entitled to make complaints about the system performance. The complaints can be submitted by the Account Holder in person, verbally or in writing, by mail, by phone, the internet and via the System.
2. The Bank shall consider the complaints within 7 calendar days from the date of the complaint registration at the Bank.

Chapter 10

Final Provisions

§ 55

Pursuant to Article 97 (1) and (2) of the Banking Law, the Account Holder shall sign, in compliance with the Agreement, a Declaration on submitting to the bank execution procedure.

§ 56

1. The Account Holder shall notify the Bank in writing of the address to which correspondence addressed thereto should be sent to as well as about each address change. The Bank shall take into account the change of the address on the next day following notification receipt at the latest.
2. Correspondence from the Bank shall be considered duly delivered to the Account Holder, if sent by an ordinary mail to the last address stated by the Account Holder, subject to Section 57.

§ 57

1. The Bank reserves the right to change the General Conditions during the life of the Agreement.
2. Subject to para. 4, a new text hereof or a notification specifying the changes hereto, with the effective date of the said changes, shall be sent by the Bank to the Account Holder by registered mail, to the last address of the Account Holder known to the Bank or shall be handed over to the Account Holder in person against receipt confirmation.
3. The notification can be directly handed over at the Bank to the Account Holder, its attorney-in-fact, or any person authorised to collect the bank statements related to the Bank Account.
4. The new text of the General Conditions or notification mentioned under para. 2 will be presented on the Bank websites where the text of the amended General Conditions. The Bank website will display the information on the date of publication of the amendments hereto and the information on the effective date of the said amendments. The eighth day from the date of publication of the amended General Conditions on the Bank website shall be considered as the date of delivery of the amendments hereto to the Account Holder.
5. Besides the obligations stipulated under para. 4, the Bank shall inform its clients about the amendments hereto as customary at the Bank.
6. If, within 14 days from the date of delivering the notice to the Account Holder, s/he does not submit a written declaration that s/he does not accept the changes, the amended General Conditions shall be considered accepted by the Account Holder.
7. The Account Holder shall submit a written declaration that s/he does not accept the new text hereof within 14 days from the delivery date thereof or of the notification; the said declaration shall constitute termination of the Agreement by the Account Holder, effective as of the date of declaration submission.

§ 58

The Bank shall reserve the right to introduce changes and improvements in the field of servicing the account resulting from the changes of the clearing systems, as well as the changes resulting from the implementation of the technologically advanced forms of clearing.

§ 59

These General Conditions have been drafted in the Polish and English languages. Polish language version shall be prevailing in all issues referring to the meaning or interpretation hereof.

§ 60

These General Conditions shall be effective as of the date stipulated in the ordinance of the President of the Bank's Management Board introducing them.

§ 61

These General Conditions have been prepared in Polish and English version. Polish language version is binding in all issues referring to the meaning or interpretation of these General Conditions.

