

GENERAL TERMS OF INDIVIDUAL USAGE OF THE ING INTERNET SERVICE

I General terms

Those „General terms of individual usage of the ING Internet service“ provide a specification of the rules and terms of free-of-charge usage of the „ING“ service by individual users, through which business units of the ING Group, and more particularly ING Powszechne Towarzystwo Emerytalne S.A., ING Bank Śląski S.A., ING Towarzystwo Ubezpieczeń na Życie S.A, ING Towarzystwo Funduszy Inwestycyjnych S.A. and ING Services Sp. z o.o. are publishing information about the insurance, banking and financial businesses.

II Definitions

The terms used in the „General terms of individual usage of the ING Internet service“ shall have the following meanings:

ING – means business units of the ING Group N.V., more particularly ING Powszechne Towarzystwo Emerytalne S.A., ING Bank Śląski S.A., ING Towarzystwo Ubezpieczeń na Życie S.A, ING Towarzystwo Funduszy Inwestycyjnych S.A. and ING Services Sp. z o.o., being the creators and owners of all rights to the Internet Service and its resources.

Service – means the ING Internet Service, devoted to the topics of insurance, banking and finance.

Service Resources – means the materials made available within the service, on terms, rules and scopes defined in this „General terms of individual usage of the ING Internet service“ document, covering more particularly information, recruitment advertising and personal questionnaires for the service users. The resources of the service are composed of the information service and additional services.

Information service – means the part of the service resources accessible to any individual user, with or without a completed registration procedure.

Additional services – means the part of the service resource, which is only accessible to the registered individual service users.

Individual user – means an individual, taking advantage of the Service resources, within the scope defined in this document.

III Rules of individual user access to the resources of the Service

1. The access to the part of the Service resources defined as the Information Service does not require any formal procedure on the side of the Individual User, more particularly it does not require registration in the Service system.
2. Access to the part of the Service resources defined as the Additional Services does require registration of the user in the Internet system, with an individual user login and allocated password.
3. ING recommends usage of the following web browsing platforms:
 - Microsoft Internet Explorer, version 5.0 plus
 - Firefox, version 1.0 plus

The IT systems of the Individual Users shall have the cookie protection and Javascript functionalities turned on.

IV User registration

1. Individual users shall register by completing the registration form available online through one of the service pages, filling in the required fields and clicking on the “SEND” icon. Completion and sending of the registration form by the user is equivalent to the acknowledgement and acceptance of those „General terms of individual usage of the ING Internet service.”
2. Immediately after completion by the user, of the registration form and its approval by pressing the “SEND” icon, the user is asked to provide an individual user name (login) and password, required to access the section of the Service referred to as Additional Services.
3. Access to the Additional Services section is possible immediately after registration of the User.
4. Correct login and password information will be required on every User logging into the system and usage of Additional Services.

V Obligations of ING

1. ING provides the non-registered Individual Users with free-of-charge access to the information service, for an undetermined period of time.
2. ING provides the registered users with free-of charge access to additional services, for an undetermined period of time, unless an event occurs, as specified in point VII.1 of this „General terms of individual usage of the ING Internet service“ document.
3. ING shall be obliged to use the personal data provided by the individual user only for the purposes and within the scopes specified in point IX of this „General terms of individual usage of the ING Internet service“ document.

VI Obligations of the Individual User

1. The User shall be obliged to use the Service in compliance with the regulations of the law, terms of this „General terms of individual usage of the ING Internet service“ document and principles of good behavior.
2. The User shall be entitled to use the resources of the Service only for his/her private purposes. This means, more particularly that data and all other materials being part of the Service resources, both those protected by copyrights and those not covered by such protection, usage of the above information and materials for commercial purposes shall be strictly prohibited.
3. The User shall be obliged to provide true information (personal data) in the registration form.
4. The User shall be obliged to update the provided personal information.
5. The User shall be obliged to protect confidentiality of his/her login and individual password and to protect them from third-party access.

VII Blocking of access to the Service

1. ING reserves the right to block access to the service at any time, in the case of violation, by the User, of the terms of use, more particularly in the following situations:
 - a. Provision of untrue or incorrect personal information
 - b. Disclosure of the individual login or password to third parties
 - c. Violation of the principles of good behavior, including cases of inadequate content of the information and text published through the service and also towards the Service operator.

VIII Responsibilities of the parties

1. ING declares that the materials and information constituting the resources of the Service are collected and edited with application of due care and diligence. Due to the specific nature of its business, ING shall not be held responsible for the adequacy, accuracy and technical/essential correctness of the information presented in the Service resources. ING shall not be held responsible for the decisions made by the users, based on information obtained by using the resources of the Service.
2. The user shall be fully responsible towards third parties, for the content of information published through the Service and texts submitted to the Service.
3. ING shall not be held responsible for actions of third parties supporting the IT system of the Service and for any damage to the computer equipment of the user or his/her data resources, during or in relation to the usage of the Service, more particularly in consequence of penetration of the user's IT system by computer viruses.
4. ING shall not be held responsible for cases of failures in system availability resulting from telecommunication system failures and other consequences of malfunctioning of the IT system and resulting damage.
5. The user shall be responsible for damage resulting from disclosure of the login and password to unauthorized parties.

IX Processing of the Service Users' personal data

1. Personal data of users, who have performed a correct registration process in the Service system are processed in compliance with the terms herein and those specified in the information clause accessible via the Internet Service.
2. The right to request removal of personal information from the system may be executed by e-mailing such a request, with specification of the first and family names, login and password, to the system administrator.
3. The execution of the right to remove personal data from the service system is equivalent to de-registration from usage of the service.

X Final terms of agreement

1. This Regulations shall be considered as a set of general terms of agreement, under the regulations of the Civil Code.
2. Shall the Regulations document be amended, its delivery to the Users will be performed by publication on the www Service site.
3. None of the parties shall be allowed to transfer any of the rights resulting from the Agreement, without prior written consent of the other Party.
4. Any comments, questions and queries related to the functioning of the Service, can be sent to the corporate headquarters of ING or the following e-mail address: info@ing.pl.
5. Claims related to the functioning of the Service shall be submitted by e-mail (address: info@ing.pl).
6. Feedback on claim processing is communicated by mail or via electronic mail, within 14 days from clarification by ING of the event submitted as a claim. The claim processing shall not take more than 2 months from notification of the case.
7. Any conflicts arising from execution of this Regulations shall be settled amicable.
8. Shall no amicable solution be reached, the conflicts shall be resolved by the Business Court of Justice, adequate to the location and topic of the issue.