

# List of amendments to the General Conditions of Opening and Maintaining Bank Accounts at ING Bank Śląski S.A. to take effect on 21 December 2018

## Paragraph 3 – Definitions have been added or revised

### Reader of biometric features

The function of the mobile device provided by its manufacturer or the manufacturer of the software installed on it. It is used to read biometric features and store them in the device to create a corresponding digital user key.

### Biometric credentials

Created in the mobile device and digitally stored in it the User's key, generated for one specific biometric feature of the User and corresponding to a unique code that is created by ING Bank. For example, a biometric feature may be a fingerprint or individual facial features. The unique code is permanently associated with the User's login. This code is created after the User accepts the method of authentication or authorization of instructions using biometric features. The user may withdraw consent to its authentication or authorization of instructions using biometric features, excluding this method in the mobile application. The biometric feature and the above user's key is not transferred to nor to ING Bank.

### Starting Password

a unique sequence of letters and numbers generated by the Bank's Back-office. The password for the user authorizing with SMS codes is one-time authentication when activating or unblocking the access to the System. The User who authenticates the certificate with the Starter Password together with the Start Login.

### Password

a sequence of characters set by the User, used to authenticate the System User. The password is used for authentication with SMS codes and the Certificate.

### Login

Unique sequence of 10 characters containing letters and digits assigned at random by the Bank during the System activation. Login with Password is used to authenticate the User authorizing with SMS codes in the System. The login together with the PIN code is used to authenticate the User using any method of authorization in the ING Business Mobile Application.

### Text Message Code

a one-off Authorisation Code sent to authorise Applications or Payment Orders or to confirm the same (?) in the form of a text message sent to the mobile phone number assigned to the User. Entering the Text Message Code into the System allows authentication for logging into the System, authorising or confirming authorisation of a given Application or Payment Order.

### PIN

kod ustalany przez Użytkownika podczas aktywacji Urządzenia Mobilnego, służący wraz z Loginem do uwierzytelnienia i korzystania z Aplikacji Mobilnej ING Business lub przypisany do karty płatniczej, znany tylko Użytkownikowi karty, poufny numer, który łącznie z danymi zawartymi na karcie służy do uwierzytelnienia Użytkownika karty.

### Durable Medium – definition removed

medium allowing the Payment Services User to store information addressed personally to him and allowing an access to it in the future for a period of time relevant for that type of information and providing for the retrieval of the stored information in an unaltered form.

### Authentication

procedure of verification (authentication) by ING Bank of the use of a payment instrument, including its individual authentication credentials.

### User

Account Holder being natural person or other person appointed by the Account Holder, entitled to use the System.

## Paragraph 4 – a new point has been added and numbering has been changed

- 1) The Account Holder submits a statement for the FATCA requirements and a statement for the CRS requirements, including the tax residence or appropriate foreign tax identification number of the Customer.

## Paragraph 6 – a new Section 4 has been added

4. In addition, ING Bank may at any time request from the Account Holder information and documents allowing for proper performance of obligations imposed by FATCA Rules or CRS Rules, including the Client's statements for FATCA purposes, statements for CRS purposes, including residences tax or appropriate foreign tax identification number of the Customer.

## Paragraph 7 – a new Section 2 has been added

2. Subject to the mandatory provisions of law in case of interest-bearing Accounts the interest on the funds on the Account shall be accumulated in the currency of the Account for the actual number of days of

depositing the funds on the Account with the assumption that the financial year has 365 days. Interest on funds, if the funds are interest bearing, shall be calculated from the date the funds come to the Account to the day preceding the day the funds are withdrawn and inclusive of it. The funds paid and withdrawn on the same day shall not bear interest.

#### **Paragraph 15 section 6 – a new point 4 has been added**

- 6) the Account Holder's failure to comply with the provisions of the Agreement or the Bank's General Terms and Conditions or requests related to the performance of obligations in the scope of FATCA Rules or CRS Rules, including if the Customer fails to provide a statement for the FATCA Regulations or a statement for the purposes of the CRS Rules, or in the event of failure to reconciliation with the actual state, including the scope of specifying the appropriate foreign tax identification number of the Customer.

#### **Paragraph 17 section 2 – the content of point 2 has been changed**

- 2) enabling cash withdrawals from the Payment Account also with the use of Cards or similar instruments as agreed on individual basis with ING Bank) and activities necessary for operating Payment Account in accordance with its purpose, however, when withdrawing cash from a Payment Account, ING Bank is not bound by the Account Holder's instruction regarding the advised structure of the payment denomination.

#### **Paragraph 18 – the content of paragraph has been changed**

3. ING Bank is carrying out the following Payment Transactions based on Payment Orders made by the Client resulting in:
  - 1) obciążenie Rachunku Płatniczego Klienta-Płatnika (Transakcje Płatnicze wychodzące),
  - 2) uznanie Rachunku Płatniczego Klienta-Odbiorcy (Transakcje Płatnicze przychodzące).
4. The Payment Transactions are processed in accordance with the Terms and Conditions and respecting the differences in their contents in the Announcement.

#### **Paragraph 19 – the content of point 1 has been changed and point 2 was deleted**

1. Payment Services are performed based on a Payment Order placed by the Client/Payment Service User in the following form:

- 1) electronic – via the Electronic Banking Systems used at ING Bank, as well as via SWIFT in a form of MT101 message,
- 2) paper – using current forms of ING Bank available at its Branch,
- 3) made with Payment Cards,
- 4) any other form agreed individually between the Parties or in the Announcement.

#### **Paragraph 20 – the content of Section 3 has been changed**

3. To see to it that the contents of the Payment Order comply with the provisions of the agreements and terms and conditions binding ING Bank and Client, binding regulations of the law, PSD, the Banking Act, the regulations on counteracting money laundering and financing of terrorism as well as the binding legal regulations of the European Union.

#### **Paragraph 22 – the content of Section 2 has been changed**

2. In relation to Payment Orders initiated by the Recipient or through it, the Customer / Payment Service User may cancel the Payment Instruction until the User agrees to perform the Payment Transaction, however, with respect to the Payment Order, the Payer may - with the right to return - cancel the Payment Order no later than the end of the Business Day preceding the agreed day of debiting the account.

#### **Paragraph 23 - the content of Section 1 has been changed**

1. In a situation where the Client denies to have issued the Authorisation of the Payment Transactions or states that the Payment Transaction has been processed incorrectly, the burden of proving that the Payment Instrument has been used, the fact that the Payment Transaction has been authorised, properly recorded, recognised in the books, or that the Transaction has not been influenced by any technical problem or any other fault or error, lies not on ING Bank.

#### **Paragraph 25 – the content of point 11 has been changed**

- 11) the payment instrument, including authentication data that is used for placing the Payment Order has been blocked.

**Paragraph 26 section 1 – the content of point 1 has been changed**

1. ING Bank reserves the right to block the payment instruments in the following cases: unprotected or illegal access:
  - 1) when the blockade is objectively justified by reasons connected with the security of the payment instrument, including for reasons related to unprotected or illegal access,

**Paragraph 30 – the content of Section 1 has been changed, Section 2 has been removed. Change of numbering in connection with the deletion of paragraph 2**

1. ING Bank undertakes to provide the Customer with the received domestic and foreign transfer by crediting the Payment Account with the amount of the Payment Transaction immediately upon crediting the account of ING Bank, including for selected cases kept by the correspondent bank (hereinafter: ING Bank account).

**Paragraph 31 – The content of Section 7 has been changed**

7. ING Bank debit the Payer the amount of the Payment Order on the Business Day on which ING Bank received the Payment Order, however, it is not debited to the Payer's Payment Account before receiving the Payment Instruction.

**Paragraph 32 - the content of paragraph has been changed. Numbering change due to deletion of paragraph 2**

1. In case of Foreign Transfers addressed to Member States or SEPA Country, the fees and commissions are shared respectively between the Payer and the Payee (based on the SHA option)
2. In the case of transactions other than the ones specified in Section 1 Payer has a possibility to apply one of three cost options: OUR (fees charged by the Payer),, SHA or BEN (fees covered by Payee). Should the BEN option be applied, ING Bank shall diminish the Payment Order amount by payable fee.
3. In the case of Payments referred to in Section1, if the Customer declares a cost option other than set out in Section. 1, ING Bank will perform a Payment Transaction without prior notice to the Customer in this regard, applying the SHA principle.
4. ING Bank charges the Payer's Bank Account with the amount of fees and commissions on the Date of Executing the Payment Instruction by charging the Bank Account indicated in the Payment Instruction

with an amount separate from the amount of the Foreign transfer, unless the parties have agreed otherwise.

**Paragraph 34 - the content of Section 2 has been changed**

2. To fulfil the obligation referred to in Section 1, the User undertakes upon receiving the payment instrument all appropriate steps to prevent the violation of individual authentication data, in particular he is obliged to store the payment instrument with due diligence and not to disclose it to unauthorized persons.

**Paragraph 35 - the content of paragraph has been changed**

1. The Payer shall be fully charged for any unauthorized Payment Transactions, irrespective of how they have been effected and regardless of the fault of the Payer, except for unauthorized Payment Transactions that the Bank led intentionally or which occurred as a result of gross negligence of the Bank. In particular, the Payer shall bear full responsibility for unauthorized Payment Transactions resulting from the use of a lost, stolen or misappropriated payment instrument and unauthorized Payment Transactions which occurred as a result of the Customer providing individual authentication credentials to unauthorized persons. To the extent that the Regulations provide for the Payer's further-reaching responsibilities, this further-reaching liability applies.
2. In the case of an unauthorized Payment Transaction which is the responsibility of ING Bank, ING Bank returns the unauthorized Payment Transaction, including reinstating the Payment Account to the condition that would exist if there were no unauthorized Payment Transaction, on dates resulting from the mandatory provisions the law, unless ING Bank has reasonable and properly documented grounds to suspect fraud, and inform in writing the bodies appointed to prosecute crimes. In the event that ING Bank has recognized the Customer's Payment Account, although the Customer is responsible for the unauthorized Payment Transaction, the Customer is obliged to immediately refund the amounts received from ING Bank.

**Paragraph 38 - Section 2 has been removed, the content of Section 3 has been changed and changed by numbering in connection with the deletion of paragraph 3**

2. ING Bank may provide the Payee with the amount of the Payment Transaction less commission and fees charged, including all necessary costs related to the execution of this order, provided that the full

transaction amount and the amount of fees charged have been specified in the full information.

#### **Paragraph 39 - zmieniono ust. 4**

4. With respect to Payment Orders executed within Member States, if within one month from the date of submitting to the ING Bank as the Payer's bank notification of a Payment Order made using an incorrect Unique Identifier, the actions taken by ING Bank did not result in the recovery of the Payment Transaction executed with the use of an incorrect Unique Identifier, the Payer may submit a written request for access to the Recipient's data.

#### **Paragraph 40 - section 1 has been removed, the content of Section 2 has been changed and changed by numbering in connection with the deletion of Section 1**

1. When ING Bank bears the responsibility, it returns to the Payer without undue delay the amount of the not processed or incorrectly process Payment Transaction and restores the Bank Account to the condition it would be in, had the incorrect processing of the Payment Transaction not taken place.

In the event that ING Bank has made a late Payment Transaction, ING Bank, acting on behalf of the Payer, requests the receiver's provider to settle the interest on the payee's payment account in the same way that the Payment Transaction was executed correctly.

#### **Paragraph 41 - the content of paragraph has been changed**

1. ING Bank shall not be liable for non-performance or improper performance of a Payment Transaction, unless the failure to perform or improper performance of the Payment Transaction was due to the intentional fault or gross negligence of ING Bank.
2. If the Payment Order was initiated by the Recipient or through it, ING Bank, as the Recipient's bank, shall not be liable to the Recipient for not transmitting or incorrectly transferring the Payment Service Payment Provider's payment order, unless no transfer or incorrect transfer of the Payment Instruction occurred from willful fault or gross negligence of ING Bank.

#### **Paragraph 42 - the content of paragraph has been changed**

In the event that ING Bank is not responsible for non-performance or faulty execution of the Payment Transaction, ING Bank shall not be obliged to incur any fees and interest charged to the Customer, if the Payment Transaction is not performed or is defective. ING Bank is not obliged to pay any fees and interest charged to the

Customer in the event of non-performance or faulty execution of a Payment Transaction.

#### **Paragraph 43 - the content of paragraph has been changed**

To the extent the ING Bank's liability is not excluded in accordance with the provisions of the Agreement, Regulations, other agreements concluded and arrangements between the parties to the Agreement or in accordance with the law, it does not exceed the limits determined in accordance with the provisions of the Civil Code on the effects of default or improper undertaking, with the proviso that the scope of responsibility is limited to actual damage only and does not include lost profits.

#### **Paragraph 44 - the content of Section 1 and 4 has been changed**

1. The Client, by submitting the Foreign Transfer, acknowledges that the personal data contained in this order will be transferred to ING Bank N.V./S.A. Marnixlaan 24, 1000 Brussels, Belgium for the purpose of its implementation and declares that he is familiar with the right to inspect and correct personal data. This right will be implemented through ING Bank.
4. In the case of Foreign Payments, Payment Instructions must contain information about the Payer and the Recipient, such as the name and surname / name, address and number of the Bank Account. In the case of a natural person, the address may be replaced by:

#### **Paragraph 45 - the content of Section 1 has been changed**

1. The Account Holder may use the System through indicated physical persons that are Users within the scope of the rights granted to them. The Account Holder may use the System through indicated physical persons that are Users within the scope of the rights granted to them.

#### **Paragraph 50 - the content of Section 7 has been changed**

7. In case of five unsuccessful attempts to enter the correct authorisation Code during the authorisation of the instruction or correct Password, the access to the System using Authentication credentials shall be blocked. The System's access unblocking authentication credentials can be placed in the Branch, through the System or by phone. Phone numbers are given in the Announcement.

**Paragraph 53 - the content of Section 5, has been changed. Added new Section 6, 7, 8, 9, 10**

5. In case of three unsuccessful attempts to enter the correct PIN during the authorization to mobile banking, the access to the ING BusinessMobile using Authentication credentials shall be temporary blocked. In case of five unsuccessful attempts to enter the correct PIN during the authorization to mobile banking, the access to the ING BusinessMobile shall be blocked. In order to unblock individual Authentication credentials, it is necessary to do another Activation of the Mobile Application in the System.
6. The User may also use Authentication credentials for authentication based on a biometric feature, e.g. fingerprint or individual facial features, to log on authentication and authorization in the ING Business mobile Application.
7. A user who uses the authentication and authorization method based on Biometric credentials has no right to allow third parties to record their biometric features on their mobile device.
8. ING Bank shall not be liable if the user using the mobile device, including its functions, e.g. Reader of biometric features, will allow such third party features to be loaded, as a result of which the device will qualify the third party data as user data.
9. If ING Bank considers that the technical or technological solution used by the manufacturer of the use of a mobile device is a risk to the IT security of ING Bank or its customers, it reserves the right to refuse user authentication or authorization based on biometric credentials. In this case, the User's authentication takes place on the principles described in § 53 para. 4.
10. The provisions of Section F of this Chapter IV apply accordingly to the ING BusinessMobile.

**Paragraph 57 - the content of Section 10, 11, 12 has been changed**

10. In case of disclosing the Password to unauthorized third person or in case of suspicion thereof, the User shall inform ING Bank thereabout and block access to the System, including locks of individual credentials immediately.
11. ING Bank reserves the right to block access to the System, including locks of individual credentials. for security reasons. Security reasons should be understood as situations of unauthorized access of third parties to Accounts, banking products or services via the System or a threat of such situation.
12. ING Bank reserves the right to refuse to add or introduce additional limitations and protection in relation to Instructions placed, including locks of

individual credentials. in the event of material circumstances preventing the execution of the Instruction, i.e.. technological obstacles, for safety reasons or incompliance of the Instruction with the regulations binding upon the User at ING Bank, and in the case of the User's incompliance with universally applicable laws.

**Paragraph 58 section 6 - the content of point 1 has been changed**

6. ING Bank shall not be held liable for the damages incurred by the Account Holder that result from:
  - 1) non-informing ING Bank about the disclosure or suspected disclosure of the Password to unauthorized person,

**Paragraph 59 - the content of Section 3 has been change**

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 unauthorized persons. In case of any suspicion of violation, the User shall block access to the System.

**Paragraph 60 - the content of paragraph has been changed**

ING Bank has the right to block the System, including individual credentials on terms and conditions specified separately for the Payment Instrument in § 26.

**Paragraph 61 - the content of Section 3, 4, 5 has been changed**

3. ING Bank shall confirm the complaint in accordance with § 63. ING Bank shall provide information on the result of the complaint procedure in paper form or on another durable information media agreed with the Customer.
4. ING Bank shall handle the complaint without delay, not later than within 30 calendar days of its receipt and a complaint relating to payment services provided by ING Bank, including those regarding the execution of Payment Transactions - no later than within 15 business days. In particularly complicated cases that make it impossible to consider the complaint and reply within ING Bank:
  - 1) explains the reasons for delay,
  - 2) indicates circumstances which need to be defined for the complaint to be handled,
  - 3) indicates the expected date of considering the complaint and providing a reply that cannot be longer than 60 calendar days from the date of receipt of the complaint, and for complaints relating to payment services provided by ING



Bank, including those related to the execution of Payment Transactions - cannot be longer than 35 business days.

5. If the complaint is not taken into account by ING Bank, the Customer who is a natural person is entitled to submit to the Financial Spokesperson a request for conducting proceedings in the case of out-of-court resolution of the dispute.

**Paragraph 63 section 1 - the content of point 1 has been changed**

1. The Parties unanimously agree with Client or User on the following means of communication, in particular for making the expressions of will with respect to the change or termination of the Terms and Conditions as well as supplying and making available information:
  - 1) on the following information media: System, printouts by account printers, CD-ROMs, DVDs, hard drives of personal computers on which electronic mail can be stored, and internet sites, as long as such sites are accessible for further reference for a period of time adequate for the purpose of information and allow the unchanged reproduction of the information stored or on other media that are a durable media of information,
  - 2) on paper, or on other media that are a durable media of information.

**Paragraph 64 - the content of Section 7 has been changed**

7. In the relations between the Parties, in particular to the Agreement and the Regulations, as well as any other agreements and arrangements made between the Parties, the provisions of the Act on Payment Services, whose exemption in relations with entities other than consumers is allowed in accordance with the provisions of this Act, shall not apply.