

# List of amendments to the General Conditions of Opening and Maintaining Bank Accounts at ING Bank Śląski S.A.

Entry valid until 13.09.2019r.	Entry in force from 14.09.2019r.	Circumstances of actual change
No record	<b>Provider of Payment Initiation Services</b> Payment Service Provider conducting business activity in the scope of providing Payment Transaction initiation services.	PSD2 Implementation
No record	<b>Provider of Account Information Services</b> Payment Service Provider conducting business activity in the scope of access to Information of Payment Account.	PSD2 Implementation
No record	<b>Provider of confirmation of the availability of Fund services on a Payment Account</b> Provider of Payment Services conducting business activity in the scope of Funds confirmation of the availability services on a Payment Account.	PSD2 Implementation
No record	<b>Incident</b> Incident - an unexpected event that has an adverse effect on the integrity, availability, confidentiality, authenticity or continuity of the provision of Payment Services or creates a significant probability that such an impact will have or a series of such events.	PSD2 Implementation
No record	<b>Personalised security credentials</b> personalised features provided by the payment service provider to a payment service user for the purposes of authentication.	PSD2 Implementation; definicja n
<b>Login</b> 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.	<b>Login</b> Unique sequence of 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/or with the PIN code is used to authenticate the User using any method of Authorization in the ING Business Mobile Application.	Product improvement of the ING BusinessMobile application
No record	<b>Complaint</b> occurrence directed to the Payment Service Provider by the User or the holder of electronic money, in which the User or the holder of electronic money raises reservations regarding the services provided by the Payment Service Provider.	PSD2 Implementation

<p><b>PIN</b> code set by the user during activation of the mobile device, used together with the Login to authentication and use ING Mobile Application Business or assigned to a payment card, known only to the cardholder, confidential number, which together with the data contained on the card is used for authentication electronic identification card user.</p>	<p><b>PIN</b> code set by the user during activation of the Mobile device, used to Authentication and use ING Mobile Application Business.</p>	<p>Update of ING Business Mobile Application Revision - payment cards are included in separate term&amp; conditions</p>
<p>No record</p>	<p><b>Account Information Services</b> Account Information Services access means an online service consisting in the provision of consolidated information regarding:</p> <ol style="list-style-type: none"> <li>1) the User's Payment Account kept with another provider, or</li> <li>2) User's Payment Accounts kept with another provider or with more than one provider</li> </ol>	<p>PSD2 Implementation</p>
<p>No record</p>	<p><b>Payment Services of Funds of the availability on a Payment Account</b> on-line service consisting in initiating, at the request of the Provider issuing a card-based payment instrument, ING Bank confirming the availability on the Payment Account of the Account Holder of the amount necessary to perform the Payment Transaction carried out based on this card. Confirming the availability of Funds does not mean they are blocked on the Payment Account. The service confirming the availability of funds on a Payment Account does not apply to Payment Transactions initiated via card-based payment instruments on which electronic money is stored.</p>	<p>PSD2 Implementation</p>
<p>No record</p>	<p><b>Payment Transaction initiation services</b> Payment Transaction Initiation Services means a service consisting of the initiation of a Payment Instruction by Provider of Payment Initiation Services at the request of the User from the user's payment account maintained by another provider.</p>	<p>PSD2 Implementation</p>

No record	<p><b>Strong Authentication</b> Authentication used to protect the data confidentiality and based on the application of at least two different elements. These elements, which are defined by the Payer when initiating the Payment Transaction and provide a dynamic connection of the Payment Transaction with the amount and the recipient, belong to the following categories:</p> <ol style="list-style-type: none"> <li>1) knowledge of something known to the User only,</li> <li>2) possession of something possessed by the User only,</li> <li>3) User's characteristics</li> </ol> <p>– being an integral part of the Authentication and independent so that a breach of one of these elements does not weaken the credibility of the others.</p>	PSD2 Implementation
No record	<p><b>Particularly protected payment data</b> particularly protected payment data - data, including Personalised security credentials used in the activities Provider of Payment Initiation Services, Payment Services of information access on Payment Accounts, Provider of Payment Services of Funds of the availability services on a Payment Account.</p>	PSD2 Implementation
<p><b>Authentication</b> procedure of verification (authentication) by ING Bank of the use of a payment instrument, including its individual authentication credentials.</p>	<p><b>Authentication</b> procedure enabling the Payment Service Provider to verify the User's identity or the validity of the use of a particular payment instrument, including the use of Personalised security credentials.</p>	PSD2 Implementation
<p><b>§ 4 section 8 item 3</b> Adding new section</p>	<p><b>§ 4 section 8 item 3 -- adding new section</b></p> <ol style="list-style-type: none"> <li>3) enabling ING Bank to prepare copies of the Account Holder's ID documents and persons authorized to act on its behalf.</li> </ol>	Know Your Customer (KYC) regulation requirements

<p><b>§ 7 section 4-6</b> Adding new section</p>	<p><b>§ 7 section 4-6</b></p> <p>4. ING Bank applies a reference ratio. The reference ratio is, in particular, WIBOR, WIBID, LIBOR, EURIBOR for a currency. Publication of the reference ratio may be suspended or cancelled for important reasons. The important reasons include in particular:</p> <ol style="list-style-type: none"> <li>1) deletion of the reference ratio from the reference ratios register,</li> <li>2) the ratio's failure to meet the legal requirements for the reference ratios.</li> </ol> <p>5. When a reference ratio for the maintained Bank Account cannot be established, ING Bank shall apply an alternative reference ratio.</p> <p>6. When the alternative reference ratio was not set out in the Agreement, ING Bank shall apply:</p> <ol style="list-style-type: none"> <li>1) firstly – the ratio indicated in the effective law or by the current administrator or the competent supervisory or public authority,</li> <li>2) if it was not provided by the administrator – ING Bank shall apply the reference rate of the central bank adequate for the given currency, increased by the average of the difference between WIBOR or WIBID or LIBOR or EURIBOR (depending on the case) or another reference ratio, and the reference rate of the central bank adequate for the given currency from the last 250 Business Days wherefor both WIBOR or WIBID or LIBOR or EURIBOR (depending on the case) or another reference rate as well as the reference rate of the central bank adequate for the given currency were available. Should the alternative ratio calculated in this way be lower than the reference rate of the central bank adequate for the given currency, the reference rate of the central bank adequate for the given currency shall be applied.</li> </ol>	<p>Reference and alternative rates policy</p>
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<p><b>§ 15 section 5 -- adding new items 5-7</b></p> <p>5. ING Bank has the right to terminate the Agreement, with a notice period referred to in paragraph. 4, for an important reason, especially in the case of:</p> <p>5) withdrawing the product from the offer of ING Bank.</p>	<p><b>§ 15 section 5 - adding new items 5-7</b></p> <p>5. ING Bank has the right to terminate the Agreement, with a notice period referred to in paragraph. 4, for an important reason, especially in the case of:</p> <p>5) withdrawing the product from the offer of ING Bank or there are circumstances on the ING Bank side which make maintenance of the account on the current terms and conditions impossible,</p> <p>6) the Account Holder stops running the activity wherefor the account was opened or the account is used for the activity other than the activity set out in the bank account agreement wherefor the account was opened and maintained,</p> <p>7) performance by ING Bank of the requirements concerning the financial security measures set out in the Act on Counteracting Money Laundering and Terrorism Financing is impossible.</p>	<p>Adding new conditions</p>
<p><b>§ 17 section 5 – adding new section</b></p>	<p><b>§ 17 section 5</b></p> <p>If a Payment Account is available through the System, the Account Holder may use the Provider of Payment Initiation Services, Information Services, Provider of Payment Services of Funds of the availability services on a Payment Account,</p>	<p>PSD2 Implementation</p>
<p><b>§ 19 section 1 item 1, 3 – adding new item</b></p> <p>1. Payment Services are performed based on a Payment Order placed by the Client/Payment Service User in the following form:</p> <p>1) electronic – via the Electronic Banking Systems used at ING Bank, as well as via SWIFT in a form of MT101 message,</p> <p>3) paper – using current forms of ING Bank available at its Branch,</p>	<p><b>§ 19 section 1 item 1,3 – adding new item</b></p> <p>1. Payment Services are performed based on a Payment Order placed by the Client/Payment Service User in the following form:</p> <p>1) electronic – via the Electronic Banking Systems used at ING Bank at ING Bank electronic banking systems, via the Provider providing the Service to initiate a Payment Transaction, as well as via SWIFT in the form of an MT101 message, as well as via SWIFT in a form of MT101 message,</p> <p>3) paper – using current forms of ING Bank available at its Branch,</p> <p>4) Strong Authentication may be required if the Account Holder: accesses his account online, initiates an electronic Payment Transaction, carries out activities via a remote channel that may involve the risk of fraud related to the performed payment services or other abuses, as well as in the case of services initiated by Payment Service Providers.</p>	<p>PSD2 Implementation</p>

<p><b>§ 20 sentence 1.</b></p> <p>For ING Bank to process a Payment Transaction subject to the provisions of § 25 the Client is requested to do the following:</p>	<p><b>§ 20 sentence 1.</b></p> <p>For ING Bank to process or initiate Payment Transaction subject to the provisions of § 25 the Client is requested to do the following:</p>	<p>PSD2 Implementation</p>
<p><b>§ 21 section 2 item 2 and adding new point</b></p> <p>2) in the case of orders in electronic form - in accordance with the authorization method specified in the System,</p>	<p><b>§ 21 section 2 item and adding new point</b></p> <p>2) for orders in electronic form, including via Provider of Payment Initiation Services, Account Information Services, Provider of Payment Services of Funds of the availability services on a Payment Account - in accordance with the authorization method specified in the System,</p> <p>3) Strong Authentication may be required if the Account Holder: gains access to his account online, Account Holder initiates an electronic Payment Transaction, carries out activities via a remote channel that may involve the risk of fraud related to the performed Payment Services or other abuses, as well as in the case of services initiated by Payment Service Providers.</p>	<p>PSD2 Implementation</p>
<p><b>§ 22 section. 3 – adding new section</b></p>	<p><b>§ 22 section 3 - adding new section</b></p> <p>3. With respect to Payment Orders initiated by the Provider of Payment Initiation Services, the Customer / User of the Payment Services may revoke the Payment Order until he grants the Provider of Payment Initiation Services consent to initiate the Payment Transaction.</p>	<p>PSD2 Implementation</p>
<p><b>§ 25 sentence 1. item 11</b></p> <p>ING Bank refuses to process the Payment Order in the following situations:</p> <p>11) the payment instrument, including authentication data that is used for placing the Payment Order has been blocked,</p>	<p><b>§ 25 sentence 1. item 11</b></p> <p>ING Bank refuses to process the Payment Order in the following situations, including orders initiated through the Provider of Payment Initiation Services, if:</p> <p>11) the payment instrument, including authentication data that is used for placing the Payment Order has been blocked or suspected unauthorized or illegal access,</p>	<p>PSD2 Implementation</p>

<p><b>§ 28 adding new items and renumbering existing items 5-7</b></p>	<p><b>§ 28 adding new items and renumbering existing items 5-7</b></p> <ol style="list-style-type: none"> <li>5) At the request of ING Bank, the Recipient shall provide a picture of the Payer's Consent to debit the Payer's Account within 2 business days.</li> <li>6) The Recipient is obliged to verify the correctness of the Consents submitted by Payers if they are not submitted for verification to the Payer Bank, and is responsible for their correctness, authenticity and legal effectiveness.</li> <li>7) The Recipient is obliged to archive the Consents received from Payers within the period required by applicable law, but not less than the duration of the Agreement and not less than the period resulting from the provisions of law, when the Payer may notify ING Bank of the Payer of an unauthorized Direct Debit transaction.</li> </ol>	<p>PSD2 Implementation</p>
<p><b>§ 38 section 5- adding new section 6</b></p> <ol style="list-style-type: none"> <li>5. When a Payment Order does not comply with the requirements specified in Announcement or include other, additional pieces of information, for example the identification/name of the agent bank, ING Bank will charge the Bank Account chosen by the Client for performing the Payment Transaction with an additional fee for processing a non-standard instruction not cleared in the automatic process (so called NON STP fee), including fees charged by the Receiver's Bank.</li> </ol>	<p><b>38 section 5 adding new section 6</b></p> <ol style="list-style-type: none"> <li>5. In the event that the Payment Instruction does not meet the requirements set out in the Announcement, or contains other additional information, e.g. the name of the intermediary bank, ING Bank shall debit the Customer's Bank Account indicated for the settlement of the Payment Transaction, with additional fees for the implementation of the non-standard instruction, not settled in the mode automatic (so-called NON STP fee), including those charged by the Recipient's Bank.</li> <li>6. The User may use the Payment Initiation Services, Account Information Services, Payment Services of Funds of the availability services on a Payment Account, unless the Payment Account is not available in the System.</li> </ol>	<p>PSD2 Implementation</p>
<p><b>§ 40 section 4</b></p> <ol style="list-style-type: none"> <li>4. The User shall notify the Provider immediately of found unauthorized, not processed or unduly processed Payment Transactions.</li> </ol>	<p><b>§ 40 section 4</b></p> <ol style="list-style-type: none"> <li>4. The User shall notify the Provider immediately of found unauthorized, not properly initiated, not processed or unduly processed Payment Transactions.</li> </ol>	<p>PSD2 Implementation</p>
<p><b>§ 48 section 2</b></p> <ol style="list-style-type: none"> <li>2. Starting Login, Starting Password or One-time activation code supplied to the User in electronic form are valid for 5 days from the sending date.</li> </ol>	<p><b>§ 48 section 2</b></p> <ol style="list-style-type: none"> <li>2. Starting Login, Starting Password or One-time activation code supplied to the User in electronic form are valid for 15 days from the sending date.</li> </ol>	<p>Product improvement</p>

<p><b>§ 50 section 1</b></p> <p>1. Submitting by ING Bank and the Client of any representations, including but not limited to submitting by the Client of a Registration Application, Authorised Signatory's Right Form, Agreement conclusion, conclusion of other agreements concerning banking activities or other services provided by ING Bank, and any amendments thereto, as well as submitting by the Client any representation connected to the banking activity, other service performed by ING Bank or the activity connected to securing ING Bank's receivables under the banking activity, may be effected via the System, in particular as regards placing electronic signatures. The provisions of Article 66(1) §1-3 of the Civil Code shall not apply to the offers and agreements concluded in that manner with the entities being entrepreneurs.</p>	<p><b>§ 50 section 1</b></p> <p>1. Submitting by ING Bank and the Client of any representations, including but not limited to submitting by the Client of a Registration Application, Authorised Signatory's Right Form, Agreement conclusion, conclusion of other agreements concerning banking activities or other services provided by ING Bank, and any amendments thereto, as well as submitting by the Client any representation connected to the banking activity, other service performed by ING Bank or the activity connected to securing ING Bank's receivables under the banking activity, may be effected via the System, in particular as regards placing electronic signatures. The Account Holder using the Payment Initiation Services, Account Information Services, Payment Services of Funds of the availability services on a Payment Account. The provisions of Article 66(1) §1-3 of the Civil Code shall not apply to the offers and agreements concluded in that manner with the entities being entrepreneurs.</p>	<p>PSD2 Implementation</p>
<p><b>§ 53 section 4</b></p> <p>4. User should use ID and PIN code to login and signing orders in mobile banking. The PIN code is define during activation of mobile banking. PIN code can be changed later.</p>	<p><b>§ 53 section 4</b></p> <p>4. By using the ING BusinessMobile application, the User uses the Login or PIN code when authorizing Payment Orders. The PIN code is issued when the mobile device is activated and can be changed later.</p>	<p>Product improvement</p>
<p><b>§ 53 section 10 - numbering changed following the addition of section 10.</b></p>	<p><b>§ 53 section 10</b></p> <p>The Bank reserves the right to disable the function enabling the use of Biometric credentials.</p>	<p>PSD2 Implementation</p>
<p><b>§ 57 section 6</b></p> <p>The User is fully responsible for allowing the use of the Certificate Carrier or Password by third Parties.</p>	<p><b>§ 57 section 6</b></p> <p>The User is fully responsible for allowing the use of the Certificate Carrier, PIN code or Password by third parties.</p>	
<p><b>§ 61 section 6 – adding new section</b></p>	<p><b>§ 61 section 6</b></p> <p>6. ING Bank considers Complaints on the same terms regardless of whether the Complaint was submitted by the payer directly at ING Bank or through the Provider of Payment Initiation Services.</p>	<p>PSD2 Implementation</p>



<p><b>§ 63 section 1 item 2</b></p> <p>2) in paper.</p> <p>In addition, in the remaining scope, in particular with regard to notifications, complaints, messages, or ING Bank's services, the parties agree on the following additional means of communication the parties agree:</p> <p>a) phone,  b) fax,  c) E-mail,  d) ING Bank's web site <a href="http://www.ingbank.pl/kontakt">www.ingbank.pl/kontakt</a>,  e) other means of communication agreed between the parties.</p>	<p><b>§ 63 section 1 item 2</b></p> <p>2) in paper.</p> <p>In addition, in the remaining scope, in particular with regard to notifications, complaints, messages, or ING Bank's services, the parties agree on the following additional means of communication the parties agree:</p> <p>a) phone,  b) E-mail,  c) ING Bank's web site <a href="http://www.ingbank.pl/kontakt">www.ingbank.pl/kontakt</a>,  d) other means of communication agreed between the parties.</p>	
<p><b>§ 63 section 3 item 3</b></p> <p>3) in writing, (including but not limited to at the registered office of the Client, at a Branch or by mail),</p>	<p><b>§ 63 section 3 item 3</b></p> <p>3) electronically, (including but not limited to using the System, electronic mail, or websites) and also through the Provider of Payment Initiation Services.</p>	PSD2 Implementation
<p><b>§ 64 section 4 item 2</b></p> <p>4. ING Bank, informing about the change, shall inform the Account Holder that:</p> <p>2) the Account Holder has the right to terminate with immediate effect and with no additional charges all legal relations connecting them with ING Bank covered by the Agreement, before the date of the proposed taking effect of the changes,</p>	<p><b>§ 64 section 4 item 2</b></p> <p>4. ING Bank, informing about the change, shall inform the Account Holder that:</p> <p>2) the Account Holder has the right to terminate with immediate effect and with no additional charges all legal relations connecting them with ING Bank covered by the Agreement, before the date of the proposed taking effect of the changes, but no later than from the day these changes would be applied.</p>	PSD2 Implementation