

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

Entry valid until 30.11.2019	Entry in force from 1.12.2019r.	Circumstances of actual change
<p>§ 3 Definitions no record</p>	<p>§ 3 Definitions BLP verification service a service related to a Payment Account, available through the System, consisting of verifying, before ordering the execution of the Transfer order service, whether the Transfer Recipient is in the List of Entities.</p>	<p>Zmiana Prawa bankowego (biała lista – wykaz podmiotów VAT / Change in the Banking Law (White list - list of VAT entities</p>
<p>§ 3 Definitions Strong Authentication 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 payee, belong to the following categories:</p> <ol style="list-style-type: none"> 1) knowledge of something known to the User only, 2) possession of something possessed by the User only, 3) User's characteristics, <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>	<p>§ 3 Definitions Strong Authentication Authentication used to protect the data confidentiality and based on the application of at least two different elements. These elements specified by the Payer are used when accessing the bank account online, initiating the Payment Transaction, by ensuring dynamic linking of the Payment Transaction with the amount and the recipient, carrying out operations via the System or other remote channel, which may involve the risk of fraud related to with payment services performed or other abuses, and they fall into the category o payment services performed or other abuses, and they fall into the category of::</p> <ol style="list-style-type: none"> 1) knowledge of something known to the User only, 2) possession of something possessed by the User only, 3) User's characteristics, <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>	<p>PSD2 Doprecyzowanie definicji Silnego Uwierzytelnienia /Clarification of the definition of PSD2 Strong Authentication</p>
<p>§ 3 Definitions no record</p>	<p>§ 3 Definitions BLP Recipient Verification Transfer Recipient Verification carried out as part of the BLP Verification Service.</p>	<p>PSD2 Doprecyzowanie definicji Silnego Uwierzytelnienia /Clarification of the definition of PSD2 Strong Authentication</p>
<p>§ 3 Definitions No record</p>	<p>§ 3 Definitions List of Entities List of entities (so-called VAT white list) kept in electronic form by the Head of the National Tax</p>	<p>PSD2 Doprecyzowanie definicji Silnego Uwierzytelnienia /</p>

	Administration, which is mentioned in art. 96 b paragraph 1 of the Act on tax on goods and services of 11 March 2004 (Journal of Laws of 2018, item 2174, as amended).	Clarification of the definition of PSD2 Strong Authentication
<p>§ 15 section. 1</p> <p>1. The Bank Account is closed:</p> <ol style="list-style-type: none"> 1) based on a separate instruction of the Account Holder, 2) as of the expiry of the term of the Agreement, 3) due to termination notice by the Account Holder or ING Bank: provided that the VAT Account maintained solely for the closed Bank Account shows a zero cash balance. <p>In case if for the closed Bank Account show a positive cash balance, closure of the Bank Account requires:</p> <ol style="list-style-type: none"> a) submission in the proper form of a decision of a competent head of the tax office to transfer to the indicated Bank Account of the Account Holder wherefor the VAT Account is maintained of the positive cash balance and reposting of that cash by the Bank, or b) reposting of the positive cash balance in the VAT Account to another VAT Account of that Account Holder maintained at the Bank. 	<p>§ 15 section. 1</p> <p>1. Zamknięcie Rachunku Bankowego następuje na podstawie:</p> <ol style="list-style-type: none"> 1) odrębnej dyspozycji Posiadacza Rachunku, 2) z upływem terminu, na który Umowa została zawarta, 3) na skutek wypowiedzenia przez Posiadacza Rachunku lub ING Bank, pod warunkiem, że na Rachunku VAT prowadzonym wyłącznie dla zamykanego Rachunku Bankowego występuje zerowe saldo Środków Pieniężnych. <p>W przypadku, gdy saldo to jest dodatnie, do zamknięcia Rachunku Bankowego konieczne jest:</p> <ol style="list-style-type: none"> a) postanowienie właściwego naczelnika urzędu skarbowego na przekazanie na wskazany Rachunek Bankowy, dla którego jest prowadzony rachunek VAT dodatniego salda Środków Pieniężnych, lub b) przebieganie dodatniego salda Środków Pieniężnych Rachunku VAT na inny Rachunek VAT, lub c) przekazanie Środków Pieniężnych, zgromadzonych na Rachunku VAT na dzień zamknięcia Rachunku VAT, na prowadzony w ING Banku wyodrębniony rachunek niebędący Rachunkiem Bankowym – jeżeli na dzień rozwiązania umowy Rachunku Bankowego, dla którego prowadzony jest ten Rachunek VAT, ING Bank nie posiada informacji o których mowa powyżej. 	Zmiana Prawa bankowego (rachunki VAT) / Change in the Banking Law (VAT accounts).
<p>§ 15 section 5 item 8</p> <p>no record</p>	<p>§ 15 section 5 item 8</p> <ol style="list-style-type: none"> 8) gdy obroty na Rachunku bankowym lub wykorzystanie dostępnych produktów i usług bankowych pozostają w sprzeczności z deklaracjami złożonymi przez Posiadacza Rachunku w jakiegokolwiek formie, podczas procesu otwierania Rachunku bankowego lub po jego otwarciu. 	Doprecyzowanie zapisów dot. rozwiązania umów /Clarification of the provisions regarding termination of contracts
<p>§ 15 section 6 item 3</p> <ol style="list-style-type: none"> 3) obtaining by ING Bank information justifying the suspicion of committing 	<p>§ 15 section 6 item 3</p> <ol style="list-style-type: none"> 3) obtaining by ING Bank information justifying the suspicion of committing 	Dodanie wymogów dotyczących rozwiązania umowy / Addition of

<p>a crime by the Account Holder or persons acting on behalf of the Account Holder (in particular members of its bodies, proxies, proxies or employees), including crime using Account or crimes against ING Bank,</p>	<p>a crime by the Account Holder or persons acting on behalf of the Account Holder (in particular members of its bodies, proxies, proxies or employees), including crime using Account or crimes against ING Bank,</p>	<p>requirements regarding termination of the agreement</p>
<p>§ 21 section 5-15 no record</p>	<p>§ 21 section 5-15</p> <ol style="list-style-type: none"> 5. In the case of command Transfer services, including permanent orders, implemented via the System, ING Bank enables clients to use the Service Verification BLP. 6. The BLP Verification service is available via the System if the Customer makes a Transfer order in the frame of as part of a Payment Order. 7. After the BLP Verification of the Recipient has been made, a confirmation of the completion of the Recipient's BLP appears in the System is made available to the Customer. 8. In the case of a Payment Order involving more than one Transfer order, the Customer may, before making the Authorization, remove from the Payment Order transfers to the Beneficiaries who - in accordance with the Beneficiary's BLP Verification - are not on the List of Entities as at the date of the BLP Verification Recipients. 9. Verification Recipient BLP is based on the last moment to initiate BLP Recipient Verification by the Customer, provided by the Ministry of Finance Entity List. 10. The recipient's BLP verification should be made by the Customer on the day of the final Authorization of the Transfer order. The Bank stipulates that if the Customer's BLP Verification is performed on a day other than the day on which the Customer made the final Authorizing a Credit Transfer Order, the information obtained by the Customer as at the Receiver's BLP Verification date may be out of date as at the date of the final Credit Transfer Authorization, for which the Bank shall not be liable. The responsibility for carrying out the Recipient's BLP Verification on the correct day - i.e. the day on which the Customer finally Authorizes the Transfer Order - rests with the Customer. 11. In the event of using the BLP Verification Service for the BLP Verification of the Recipient of the Standing Order or Transfer, for which the Customer has indicated the Execution Date in the future, the Bank indicates that the Recipient's BLP Verification is carried out on the day of initiating the Recipient's BLP Verification, and not on the Execution Day. The Customer is not able to re-verify the Beneficiary's BLP at the Execution Date, and ING Bank is not responsible 	<p>Zmiana Prawa bankowego (Biała Lista / Change in the Banking Law (White list - list of VAT entities</p>

	<p>for any consequences of the inability to re-verify the Customer's BLP. The Customer has the option of cancelling the Standing Order or Transfer on the terms set out in the Regulations.</p> <p>12. The Bank reserves to temporarily disable Verification Services BLP, in the event of circumstances that prevent or significantly hinder the proper provision of the above.</p> <p>13. In the event of temporary disabling of the BLP Verification Service, ING Bank will inform the Customer about the inability to carry out the Recipient's BLP Verification using the functionality of the System. In addition, the System functionality enabling the Recipient's BLP Verification will be disabled at this time, preventing any incorrect Verification. The Customer will not be able to receive confirmation of the recipient's BLP Verification performance referred to in paragraph 37, in relation to Transfers ordered during the period of excluding the BLP Verification Service.</p> <p>14. Subject to the provisions of § 43 of these Regulations, as part of the BLP Verification Service, ING Bank shall be solely responsible for providing the Customer with the information referred to in paragraph. 7 above and for compliance of this information with the List of Entities in force at the moment of performing the BLP Verification of the Recipient. The Bank shall not be liable for the failure to provide the BLP Verification Service in the case referred to in para. 13 above. The Bank shall not be liable for the consequences of the implementation of the transfer Order using BLP Verification Services</p> <p>15. ING Bank charges a fee for performing the BLP Verification Service in accordance with Table of Fees and Commissions.</p>	
<p>§ 28 section 10 item 3)</p> <p>10. ING Bank refuses to process a Direct Debit subject to the provisions of § 25 and in the following cases:</p> <ol style="list-style-type: none"> 1) the Payer's bank does not perform Direct Debit, 2) Payment Order was delivered to ING Bank after the expiry of the payment date indicated in the Payment Order, 3) the conditions specified in the Direct Debit Agreement are not fulfilled. 	<p>§ 28 section 10 item 3)</p> <p>10. ING Bank refuses to execute a Payment Transaction Payment Transaction, subject to the provisions of § 25 and in the event that:</p> <ol style="list-style-type: none"> 1) the payer's bank does not perform Direct Debit settlements, 2) the conditions specified in the Direct Debit Agreement are not met. 	<p>Polecenie Zapłaty – korekta/ usunięcie zapisu dot. odmowy / Direct Debit - correction / removal of recording of Refusal of Direct Debit</p>
<p>§ 32 section 4</p> <p>4. In the case of Payments referred to in Section 1, if the Customer declares a cost option other than set out in sec. 1, ING Bank will perform a Payment Transaction without</p>	<p>§ 32 section 4</p> <p>4. In the case of Payments referred to in Section 1, if the Customer declares a cost option other than set out in sec. 1, ING Bank will perform a Payment Transaction without prior notice to</p>	<p>Przelewy walutowe – zmiana dot. terminu pobierania opłat / Foreign currency</p>

<p>prior notice to the Customer in this regard, applying the SHA principle. 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</p>	<p>the Customer in this regard, applying the SHA principle.</p>	<p>transfers – change the date of charging</p>
<p>§ 50 section 7</p> <p>7. In case of five unsuccessful attempts to enter the correct Authorization Code during the authorization 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.</p>	<p>§ 50 section 7</p> <p>7. If an incorrect Authorization Code is entered five times for confirmation of a given instruction or five unsuccessful attempts to log into the System using Personalized security credentials the System is blocked. The order to unblock Individual System Personalized security credentials can be submitted at the Branch, via the System or by phone. Telephone numbers are given in the Announcement.</p>	<p>Doszczegółowienie zasad logowania z wykorzystaniem Indywidualnych danych uwieczniających / Detailed rules of logging in with the use of Personal security credential</p>
<p>§ 53 section 2</p> <p>no record</p>	<p>§ 53 section 2</p> <p>2. The ING BusinessMobile also provides the possibility of using Strong Authentication in connection with the execution of activities through the System via a device other than a Mobile device.</p>	<p>Udostępnienie nowej metody autoryzacji w ING Business / PSD2 - providing a new authentication method in the ING Business</p>
<p>§ 53 section 6</p> <p>6. 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.</p>	<p>§ 53 section 6</p> <p>6. In the event three times incorrect PIN code access to the ING Mobile Application Business with the use of Personalized credential data is temporarily blocked. In the event five times an incorrect PIN, access to the ING Mobile Application for the Business User will be blocked. To unlock Personal credentials data to access the ING Mobile Application Business the Mobile Device must be reactivated in the System.</p>	<p>Uwzględnienie zasad logowania z wykorzystaniem biometrycznych danych uwierzytelniających / including rules of logging in using Personalised security credentials i ING BusinessMobile</p>