

# Agreements

## Umowy [EN]

concluded on <dd.mm.yyyy> between:

### ING Bank Śląski SA

with its registered office in Katowice, ul. Sokolska 34, 40-086 Katowice; entered in the Register of Entrepreneurs in the District Court Katowice-Wschód, 8th Commercial Division of the National Court Register under the number KRS 0000005459; with a share capital of PLN 130,100,000 and paid-in capital of PLN 130,100,000; NIP 634-013-54-75; with the international SWIFT identification code (BIC) – INGBPLPW and e-mail address: info@ing.pl; being under the supervision of the Polish Financial Supervision Authority, with its registered office in Warsaw, ul. Piękna 20, 00-549 Warszawa,

A variant provision when the agreement is concluded at meeting points:

bank outlet <City>, <Street no.>, <postal code> <City>,

hereinafter referred to as the **Bank**, represented by <Bank employee's first and last name>,

A variant provision when the agreement is concluded at ING Express:

bank outlet in <City>, <Street no.>, <postal code> <City>,

hereinafter referred to as the **Bank**, represented by the Bank Agent <Name of Agent Company> with registered office in <City>, <Street no.>, <postal code> <City>, on behalf of which acts <Last and first name>,

and

### Account Holder/User details

Ms/Mr <Last and First Name>

Client file number: <KKI no.> PESEL / Passport / Foreign ID Card / Residence Card: <PESEL> / <Passport> / <Foreign id card> / <residence card>

hereinafter referred to as **Account Holder/User**

variant data, when the agreement is concluded by a notarized representative

represented by

Mrs/Mr <Last and First Name>

Client file number: <KKI no.> PESEL / Passport / Foreign ID Card / Residence Card: <PESEL> / <Passport> / <Foreign id card> / <residence card>

Power of attorney <Power of attorney no.> of <date of power of attorney>  
number:

hereinafter referred to as the **Authorised Representative**





# Account Agreement and Card Agreement

## Account Agreement

### Subject and term of the Account Agreement

1. The Bank agrees to maintain for the Account Holder an individual savings and settlement account: **Account for Refugees** in **PLN**, being a payment account (hereinafter: "account") with the number:  
**00 0000 0000 0000 0000 0000** (in the NRB format – payments within the country)  
**PL00 0000 0000 0000 0000 0000** (in the IBAN format – payments outside the country)  
on the terms and conditions set out in this Payment Account Agreement (hereinafter: "Account Agreement") and in respect of matters not regulated by the Account Agreement – on the terms and conditions set out in:
  - 1) *General Terms and Conditions for the provision of services by ING Bank Śląski S.A. as part of maintaining the Account for Refugees* (hereinafter: "General Terms and Conditions"),
  - 2) Individual Client's details form,  
which form an integral part of the Account Agreement.
2. The Parties conclude an Account Agreement for a specified period of 12 months.

### Interest rate

3. The funds held in the account are not interest-bearing.

### Statements

4. Account statements are made available monthly. They reflect any change in the account balance. The date on which account statements are made available depends on how the account is opened and is specified in the General Terms and Conditions. The manner in which account statements are to be delivered is set out in the General Terms and Conditions.

### Use of the account

5. The Bank makes payment transactions at the times and on the terms set out in the General Terms and Conditions.
6. The limit of funds in PLN that can be kept in the account at any time is the equivalent of EUR 1,000.
7. Monthly limits in PLN on inflows to the account are up to the equivalent of EUR 2000.
8. The conversion of the amounts of the limits set out in sections 6 and 7, expressed in EUR, are made by the Bank at the average exchange rate announced by the NBP, in force on the last day of the month preceding the month in which the conversion is made.

### Card agreement

#### Subject of the Card Agreement

1. The Bank issues a card for the account, on the terms and conditions set out in the Card Agreement and, in respect of matters not regulated by the Card Agreement, on the terms and conditions set out in:
  - 1) General Terms and Conditions,
  - 2) Individual Client's details form,

which are an integral part of the Card Agreement for the following card user:

<b>Last and first name</b> <Last and First Name>	<b>Client File Number:</b> <KKI no.>	<b>PESEL/ Passport/ Foreign ID card/ Residence card:</b> <PESEL no. /Passport no. /Foreign ID card no.
Card account no.:	<00 0000 0000 0000 0000 0000 0000>	
Card name	{Card name}	
Data to be printed on the card	{last and first name}	
Daily limit – cashless transactions, including:	<limit amount> PLN	
Daily limit for foreign transactions	<limit amount> PLN	
Daily limit for remote transactions	PLN 0.00	
Daily limit – cash transactions, including:	<limit amount> PLN	
Daily limit for foreign transactions	<limit amount> PLN	

After the conclusion of the agreement, the above limits may be changed at any time – within the limits described in the *Announcement for Account Holders defined in the General Terms and Conditions for the provision of services by ING Bank Śląski S.A. as part of maintaining the Account for Refugees* with the reservation of the daily limit for remote transactions.

## Term of the Card Agreement

2. The Card Agreement is concluded for a specified period of time, i.e. for the term of the Account Agreement.

## Use of the card

3. A card is a payment instrument that is used for cash and cashless transactions.
4. The types of transactions and the currencies in which transactions are made, as well as the means of authorisation, are set out in the General Terms and Conditions.
5. Card transactions are processed up to the daily cash limit and the daily cashless limit. Each of these limits also includes transactions authorised by moving the card in close proximity to a reader device.
6. Card transactions may result in a debit balance on the account.
7. The reasons for and consequences of blocking and cancelling the card are set out in the General Terms and Conditions.

## Liability of the Bank

8. The Bank is liable for losses resulting from an unauthorised, non-executed or improperly executed payment transaction – on the terms set out in the General Terms and Conditions.

## **Withdrawal from the Card Agreement**

9. The Account Holder has the right to withdraw, without giving any reason, from the Card Agreement – on the basis of the Payment Services Act of 19 August 2011 – within 14 days of the date on which the card user receives the first card. The withdrawal is possible as long as the card user has not made a payment transaction using the card.

## **Common provisions of the Account Agreement and the Card Agreement (hereinafter: "Agreements")**

### **Fees and commissions**

1. The Bank will not charge fees or commissions for services provided under the Agreements.

### **Amendment of the Agreements, General Terms and Conditions**

2. Amendments to the Agreements require an annex. The annex may be concluded in writing or in electronic form in the electronic banking system. Amendments of the General Terms and Conditions and the Individual Client's details form do not require an annex.
3. The Bank has the right to amend the General Terms and Conditions for valid reasons. Valid reasons and principles of amendment and the method of informing about changes are set out in the General Terms and Conditions.

### **Methods of communication**

4. The Account Holder may make declarations of intent relating to the Agreements in writing or in any other form acceptable to the Bank.
5. If the Account Holder has concluded an agreement with the Bank for the use of the electronic banking system, then both parties may use this system – in accordance with such an agreement – to make declarations of intent related to the Agreements, provided that the Bank makes such functionality available in the system. Declarations of intent of the parties, related to the performance of banking activities, made in electronic form in accordance with the agreement for the use of the electronic banking system, are deemed to satisfy the requirements of the written form.

### **Protection of funds**

6. The protection of the funds in the Account Holder's account is guaranteed by the Bank Guarantee Fund in accordance with the principles set out in the Act on the Fund and in the Information Sheet for Depositors, which is annexed to the General Terms and Conditions.

### **Interest for delay**

7. In the event of a debit balance, the Bank will charge interest at an increased rate per annum. The amount of the increased interest is set out in the General Terms and Conditions.

### **Termination of the Agreements**

8. The reasons, procedure and manner of termination of the agreements are set out in the General Terms and Conditions.

### **Declarations, authorisations, final provisions**

9. The Account Holder declares that prior to concluding the Agreements, he/she received the specimen Agreements, the specimen Individual Client's details form, the General Terms and Conditions prepared in the Polish language and translated into Ukrainian or English or Russian in accordance with the Account Holder's choice. The conclusion of the Agreements

means that the Account Holder accepts the content of the aforementioned documents and agrees to comply with them. The Account Holder declares that he/she has been informed about the possibility of submitting Instructions in case of death, naming the persons entitled and the maximum amount of funds in accordance with the Banking Law.

10. The Account Holder confirms that prior to the conclusion of the Agreement, he/she received the Depositors' Information Sheet on the Bank Guarantee Fund, which is attached to the General Terms and Conditions.
11. The Bank has the right to exclude the possibility of making the following payments:
  - 1) online payments, initiated with a payment instrument,
  - 2) for services or products unrelated to the satisfaction of basic everyday needs (e.g. financial instruments, gambling, cryptocurrency).
12. The Account Holder acknowledges that if any claims arise for the Bank under the Account Agreement, the Bank, pursuant to Article 105 section 4 of the Banking Law of 29 August 1997, is authorised to transfer to Biuro Informacji Kredytowej S.A. (Credit Information Bureau) (hereinafter: BIK S.A.) with its registered office in Warsaw at ul. Zygmunta Modzelewskiego 77a, postal code 02-679, information constituting banking secrecy for the purposes of evaluating creditworthiness and credit risk analysis. The Account Holder was also informed that as of the date of providing the aforementioned information, BIK S.A will be the controller of the personal data received from the Bank. The recipients of the data may include banks and other institutions authorised in accordance with the provisions of law. Moreover, the Account Holder understands that he/she has the right to access the data and correct them.
13. The Account Holder consents to the processing, on the basis of Article 105a of the Banking Law of 29 August 1997, by the Bank and BIK S.A., of information concerning him/her that constitutes banking secrecy, after his/her obligations under the Account Agreement have expired, for the purpose of assessing creditworthiness and analysing credit risk for a period no longer than 5 years from the date of expiry of the Agreement.
14. The Account Holder confirms that he/she has been informed of the right to access his/her personal data, to correct them and of the fact that the above consent is freely given and of the possibility of withdrawing the consent at any time, which withdrawal may be effected at the Bank where the consent was granted as well as at BIK. The Account Holder acknowledges that the withdrawal of the consent will not affect the lawfulness of data processing prior to the withdrawal.
15. Pursuant to Article 105(4)(d) of the Banking Law of 29 August 1997, the Bank may – via BIK S.A. – provide financial institutions that are subsidiaries of banks with information on liabilities arising under the Account Agreement and related to the performance of banking activities.
16. The Account Holder authorises the Bank, by granting in this respect an irrevocable – for the term of the agreement – authorisation to conditionally credit his/her account with a disputed amount and, if the Bank does not accept the relevant complaint, to debit his/her account with the disputed amount conditionally credited to the account. The Bank will credit the account conditionally, if after a preliminary examination of the complaint, it considers that there are grounds for a positive outcome. The Bank will continue to conduct the complaint procedure. If, as a result of the procedure, the Bank does not accept the complaint, it will – on the day the complaint has been reviewed – debit the Account Holder's account with the disputed amount of the transaction conditionally credited to the account. The Account Holder agrees that a debit balance may be created as a result of this debit.
17. The Account Holder authorises the Bank – by granting in this respect an irrevocable – for the term of the agreement – authorisation to debit the account in respect of a card transaction, including a transaction authorised by moving the card in close proximity to a device – regardless of the amount of funds available on the account or even in the absence of such funds on the account and without any separate declarations in this respect. The Account Holder agrees that a debit balance may be created as a result of this debit, including in cases where the creation of a debit balance is due to authorisations occurring during a technical interruption.



# Internet Banking Agreement

User ID (login):

[<login>](#)

Phone number:

[<phone no.>](#)

## Subject and term of the Internet Banking Agreement

1. The Bank makes available to the User the Internet Banking System (hereinafter: the System) on the terms and conditions described in this **Internet Banking System Agreement for the Refugee Account Holders** (hereinafter: Internet Banking Agreement), and in respect of matters not regulated by the Internet Banking Agreement, on the terms set out in the General Terms and Conditions for the provision of Internet Banking services by ING Bank Śląski S.A. as part of maintaining the Account for Refugees (hereinafter: General Terms and Conditions), which is an integral part of the Internet Banking Agreement and in other regulations binding for the Bank and the User.
2. The Parties conclude the Internet Banking Agreement for a specified period of time, i.e. for the term of the Account Agreement.

## Declarations of intent or knowledge

3. On the basis of the Internet Banking Agreement the User and the Bank may make declarations of intent or knowledge via the System in electronic form – if the System provides such functionality in relation to a given activity.
4. The principles of submitting declarations of intent in electronic form regarding banking activities, including the submission of declarations of intent in electronic form equivalent to written form, are defined in the General Terms and Conditions.
5. As far as the System permits, the parties may use the System to conclude, in electronic form, annexes to the Internet Banking Agreement or other agreements concerning products or services offered by the Bank. The parties' declarations of intent made in electronic form through the System may also be unilateral declarations of intent to amend or terminate or cancel the terms and conditions, general terms and conditions of agreements – provided that their unilateral amendment, termination or cancellation is permitted.
6. Due to the continuous development of information technology, different types of electronic declarations may be made available at different times. All functionalities of the System available at a given time are described in the Announcement for users of the Internet Banking System for the Refugee Account Holder (hereinafter: Announcement). The Bank makes it available at bank outlets and on its website.
7. The Parties agree that all communications/correspondence addressed by the Bank to the User regarding the Internet Banking Agreement and other agreements concluded with the Bank will be delivered via the System, unless the provisions of separate agreements on products or services provide that correspondence should be delivered in another manner, as specified in such agreements. The principles of electronic delivery of correspondence are defined in the General Terms and Conditions.

## Use of the System

8. The User must have a telephone number during the term of the Internet Banking Agreement. Activation of access to the System is possible after providing a telephone number. The procedure for changing a telephone number is described in the

#### General Terms and Conditions.

9. The principles of User identification and authorisation of instructions are set out in the General Terms and Conditions.
10. The Bank may identify the User in order to connect his/her conversation with the Bank's telephone or data communications system, if such functionality is provided for in the agreement concluded between the User and the Bank. The User submits instructions in such a system on the terms specified in separate agreements concluded by the User.
11. The Bank executes payment orders submitted in the System at the times and on the terms set out in the General Terms and Conditions and in other agreements concluded with the User.
12. The Bank confirms the acceptance of instructions and their execution with messages in the System.
13. Instructions that require a signature in electronic form, fulfilling the requirements of written form, will be signed by the User and by the Bank in the manner provided for in the General Terms and Conditions.
14. The procedure for submitting instructions and the deadlines for their execution are set out in the General Terms and Conditions. This information is also presented in the Announcement and on the Bank's website.

### **User's rights and obligations**

15. The User is obliged to systematically check the correctness of the execution of instructions submitted via the System. If any irregularities are identified, the User should immediately inform the Bank.
16. The User has the right to lodge a complaint. The procedure for the submission and handling of complaints is set out in the General Terms and Conditions.

### **Security principles**

17. The User is obliged to follow the safety principles connected with the use of the System. These principles are described in detail in the General Terms and Conditions.
18. The Bank reserves the right to block the User's access to the System for security reasons or in connection with a suspicion of an unauthorised use of the System or an intentional causing of an unauthorised payment transaction.
19. The amounts of instructions made in the System may be limited. The amount of the limits is determined by the General Terms and Conditions.

### **Amendment of the Internet Banking Agreement, General Terms and Conditions**

20. An amendment to the Internet Banking Agreement requires an annex in writing drawn up at a bank outlet providing such a service or in electronic form in the System. It is possible to change the Internet Banking Agreement in the System, provided that such functionality is available in accordance with Section 6.
21. The Bank has the right to amend the General Terms and Conditions for valid reasons. Valid reasons and principles of amendment and the method of informing about changes are set out in the General Terms and Conditions.

### **Termination of the Internet Banking Agreement**

22. The reasons, procedure and manner of termination of the Internet Banking Agreement are set out in the General Terms and Conditions.
23. A statement of termination of the Internet Banking Agreement will not cause termination of other agreements on banking products or services – except for those agreements on products or services which provide for such an effect or can be performed only via the System. Moreover, such an effect may result from the law.

### **Declarations, authorisations, final provisions**

24. The User declares that prior to concluding the Internet Banking Agreement he/she received a specimen of the Internet Banking Agreement, the General Terms and Conditions, drawn up in the Polish language and translated into Ukrainian or English or Russian in accordance with the Account Holder's choice. The conclusion of the Internet Banking Agreement means that the User accepts the content of the above-mentioned documents and undertakes to comply with them.
25. Where in the terms and conditions of other banking products or services reference is made to an agreement under which the Internet Banking System is made available to Refugee Account Holders, it should be understood to mean this Internet Banking Agreement.

### **Common provisions of the Account Agreement, Card Agreement and Internet Banking**

## Agreement (hereinafter: "Agreements")

1. The Holder/User declares that the submitted documents, required for the conclusion of the Agreements, are true and up-to-date.
2. Handwritten amendments and deletions in the text of the Agreements will be deemed not to have been made and will have no legal effect.
3. Agreements are made in electronic version.
4. The termination of the Account Agreement is tantamount to the termination of the Card Agreement and Internet Banking Agreement. The termination of the Card Agreement or Internet Banking Agreement is not tantamount to the termination of the other agreements indicated in the preceding sentence.

<Imię i nazwisko>

<Corporate Key ID>

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Czytelny podpis Posiadacza rachunku/Użytkownika  
Nazwisko i imię <[nazwisko i imię](#)>  
Numer Kartoteki Klienta <[nr KKI](#)>

[1234]