



Regulations for WebService applicable from September 1, 2025

Definitions

1. The terms used in the regulations mean:

- 1) **Bank** - ING Bank Śląski S.A. with its registered seat in Katowice, postal code: 40-086, ul. Sokolska 34, entered in the Register of Entrepreneurs in the Katowice-Wschód District Court, VIII Commercial Division of the National Court Register under the KRS number 0000005459, with a share capital of PLN 130,100,000.00 and paid-in capital of PLN 130,100,000.00, Tax Identification Number (NIP) 634-013-54-75, with the international identification code in the SWIFT system (BIC) - INGBPLPW, e-mail address: info@ing.pl; subject to the supervision of the Polish Financial Supervision Authority based in Warsaw, ul. Piękna 20, 00-549 Warsaw;
- 2) **Regulations** - these regulations for WebService;
- 3) **Certificate (public key certificate)** - information about the owner's public key, which, thanks to being signed by a third party, is used to authenticate the owner of the key;
- 4) **Data** - the Customer's financial information, operations conducted on the Customer's accounts, statements from the Customer's accounts, information files referring to bulk payments, files referring to postings of payment orders; all communications sent between the Bank and the Customer;
- 5) **ING Business WebService Meta Standard** - a document describing WebService, made available to the Customer through the System;
- 6) **Customer** - the entity submitting an instruction to launch WebService;
- 7) **Private key** - a key used in asymmetric cryptography to decrypt information. The private key is in the exclusive possession of the addressee of the information and only the addressee has the ability to read it;
- 8) **Public key** - a key used in asymmetric cryptography to encrypt information;
- 9) **Public key cryptography (asymmetric cryptography)** - a type of cryptography that uses a set of keys related to each other: a public one and a private one. The information is encrypted with a public key, and can only be decrypted with the correct private key;
- 10) **System** - ING Business online banking system providing access to accounts, products and banking services via the Internet;
- 11) **Bank Account** - the Customer's bank account maintained at the Bank, indicated in the WebService launch instruction, dedicated to the collection of fees and commissions related to the provision of WebService;

- 12) **Making the service available** – enabling the Bank to provide WebService under the terms specified in these Regulations;
- 13) **Authorization** - the authorizations granted by the Customer to a third party entity to use the WebService communication key for the purposes specified in the Regulations for the exchange of data using the WebService function within ING Business;
- 14) **Web Services** - components independent from the platform and the implementation, providing specific functionality - in this case, the ability to download and send banking data;
- 15) **WebService** - a service offered to the Bank's customers who use the System; it consists in enabling the ordering of payment transactions and the downloading of reports and statements by connecting the Customer's financial and accounting system with the Bank's IT system through Web Services technology;
- 16) **Intermediary application** - an application that allows for the exchange of files between the Customer and the Bank via WebService messages.
- 17) **Table of Fees and Commissions** - Table of Fees and Commissions of ING Bank Śląski S.A. for residents and non-residents who are legal entities and entities without legal personality or Table of Fees and Commissions of ING Bank Śląski S.A. dedicated to housing communities available at ing.pl.

§ 1 Subject Scope

1. The Regulations describe the method of ordering payment transactions and downloading reports and statements through data transmission between the Bank and the Customer. Data exchange will take place through WebService made available by the Bank using the SSL protocol. The WebService server is located on the Bank's side, while the application connecting to the server is located on the Customer's side.
2. The Bank grants to the Customer, during the period of providing WebService, a non-exclusive, payment-free license to use the Intermediary Application that allows for the transmission of data described in the technical specification of the aforementioned application, between the Customer and the Bank, via the Internet. The license does not include the right to grant further sublicenses. The termination of the provision of WebService results in the termination of the license.
3. During the period of providing WebService, the Customer has no right to interfere in the IT code of the Intermediary Application.
4. The condition for using WebService is that the Customer has access to the System.

§ 2 Encryption and security

1. The Customer generates a pair of RSA keys with the length of 2048 bits. The Customer is responsible for the security of the key.
2. The private key and the communication certificate corresponding to it - used for the two-way TLS list and optionally the signing of SOAP requests in accordance with the WS-Security standard.
3. The signature of the XML message with the instruction is implemented according to the Xades v. 1.3.2 standard, in enveloped mode. In order to submit a signature, it is necessary to use of a qualified electronic signature within the meaning of the Act of September 5, 2016 on Trust Services and Electronic Identification (Journal of Laws 2016.1579, as amended) from a Polish provider.

4. The WebService server made available by the Bank is available at a fixed IP address.
5. The detailed specification of message formats is the intellectual property of the Bank and is subject to the Bank's copyright.

§ 3 The process of obtaining a certificate for the public Key and the handling of WebService

1. The process of obtaining a certificate for the public Key which will be used in communication between the Customer and the Bank is described in the instruction manual available in the System.
2. Under the terms specified in the Authorization, the key used for communication with the Bank may be made available by the Customer to a third party entity. The authorized entity is obliged to use the key under the terms specified in the Regulations.
3. The Customer may grant the Authorization in the form and under the principles specified by the Bank made available on the [ing.pl website](http://ing.pl).
4. The System user designated to manage the WebService functions in the System and to contacts regarding the exchange of data through the WebService functions will be indicated in the WebService launch instruction.
5. Any change of the user referred to in section 4, addition of a new authorized person or deletion of an authorized person, shall require notification of the Bank through the System.

§ 4 Obligations of entities using WebService

1. Entities using WebService and the Bank:
 - 1) shall without delay inform each other of any problems occurring in the exchange of data;
 - 2) shall provide each other with suggestions referring to changing the procedure of exchange of data, the intention of which is to improve the efficiency, reliability or security of the implementation of WebService.
2. Entities using WebService and the Bank declare that the transferred files will not contain hidden access channels, malicious codes and/or malware such as "viruses", "worms", "time bombs", "Trojan horses" and other mechanisms that allow access that is not compliant with the intention of both parties.
3. The entities using WebService and the Bank are obliged to without delay notify each other of the noticed irregularities and threats to the implementation of file exchange and actions of third parties that may affect file exchange, and are obliged to cooperate in the scope of resolving and mitigating the consequences of these incidents.
4. The entity using WebService and the Bank will inform of changes, in particular of e-mail addresses and contact persons, without delay, at least 3 working days in advance of the implementation of the planned change.
5. The customer undertakes to use the connection only for implementing WebService.
6. The customer undertakes to use the connection in accordance with the procedures appropriate to the implementation of WebService.

7. The customer undertakes to provide the best possible security of the keys used for data exchange in connection with the implementation of WebService. The bank recommends storing the key on a hardware storage medium (HSM).
8. The Bank is entitled to terminate the connection if the Customer fails to comply with the terms of the connection. The Bank shall call on the Customer to remedy the violation within five days of the Customer's receipt of the summons, under pain of disabling WebService. In the aforementioned case, the Bank is exempt from liability for damages incurred by the Customer or third parties arising in connection with the disabling of WebService.
9. The customer undertakes to maintain due diligence in the scope of protecting, from the access of unauthorized persons, all hardware and software components used to handle the connection.
10. The customer undertakes to maintain confidentiality in reference to the formats used, the specificity of data exchange between the Bank and the Customer.
11. The Bank shall not be liable for the damages incurred by the Customer resulting from unauthorized access to the Customer's IT systems by third parties, in particular, the Bank shall not be liable for damages resulting from break-ins or Internet attacks, the activity of computer viruses and any other threats related to the use of computer networks.
12. The Bank shall not be liable in reference to the Customer or third parties in the event that third parties read the information sent to the Customer by the Bank using the communication key.
13. In addition, the Customer shall indemnify the Bank from any liability in the event that the WebService private Key is made available to any third party.
14. If the Customer loses confidence in the keys, this entity shall immediately make the certificate invalid and shall anew generate a new key pair.
15. The Bank's potential liability for damages, if any, in cases other than those mentioned above shall be limited to the amount of the actual damage occurring on the side of the Customer as a result of the Bank's willful misconduct or gross negligence, excluding lost profits.

§ 5 Fees

1. The amount of fees and commissions due to the Bank related to the launch and use of WebService is specified in the Table of Fees and Commissions
2. Monthly fees will be collected from the Bank Account on the last business day of each calendar month in which the aforementioned service was provided. The first fee will be collected on the last day of the month following the month when WebService was launched.
3. The one-time fee will be collected from the Bank Account on the last business day of the calendar month in which the service was launched.
4. The Bank reserves the right to change fees and commissions in the mode and under the conditions set forth in the Regulations and the Regulations for opening and maintaining bank accounts at ING Bank Śląski S.A or Regulations for maintaining bank accounts at ING Bank Śląski S.A dedicated to housing communities.

5. The Customer authorizes the Bank to debit the Bank Account with the fees and commissions due to the Bank, referred to in section 1 and under the conditions set forth in section 2 and 3, regardless of the balance available in the Bank Account.

§ 6 Changes and resignation from WebService

1. The Agreement for the provision of WebService shall be concluded in the moment the Bank accepts the Customer's instruction to launch WebService in the System.
2. The Agreement for the provision of WebService is concluded for an indefinite period.
3. All declarations of intent made by the Parties in the scope of the conclusion and implementation of the Agreement may be made electronically through the System. A declaration of intent in electronic form made by means of the System shall have the same legal effects as a declaration made in writing. Signing the Agreement in electronic form shall take place with maintaining the rules of authorization and form of electronic signatures specified in the "Regulations for opening and maintaining bank accounts at ING Bank Śląski S.A." or Regulations for maintaining bank accounts at ING Bank Śląski S.A dedicated to housing communities.
4. Each of the Parties may submit a statement regarding the termination of the Agreement in writing or through the System with a 30 days' notice period.
5. In the case of gross violation by the Customer of the Agreement, the provisions of these Regulations, and in particular violation of § 4 sections 2, 6, 9, 10 and 11, the Bank shall have the right to terminate this Agreement with immediate effect.

§ 7 Final provisions

1. The Bank reserves the right to amend these Regulations for important reasons. Important reasons are considered to be:
 - 1) the introduction of new or amendment of provisions of law specifying the rules for the provision by the Bank of services or specifying the rules for the use of these services,
 - 2) issuance of a decision, recommendation, instruction, position, ruling, or other document by a supervisory authority or other entitled entity, specifying rules for the provision of services by the Bank or specifying the rules for the use of these services,
 - 3) extension, change or limitation of the functionality of services, change of the rules of use of services, introduction of new services, resigning from the performance of some activities that are the subject of services provided by the Bank under the Agreement concluded with the holder of WebService,
 - 4) changes in the Bank's IT system resulting from:
 - a) improvements to the Bank's IT systems caused by technological development
 - b) change of software suppliers resulting in a change in the functionality of the Bank's IT system, affecting the services provided by the Bank or the rules of use of these services.
2. The Bank shall notify of changes in the legal regulations referred to above in the manner specified in the Regulations no later than 14 days before the proposed date of their entering into force.
3. The Bank, notifying of the change, is obliged to inform the Customer that:

- 1) if, prior to the proposed date of entering into force of the changes, the Customer does not report objection to these changes to the Bank, the Customer shall be deemed to have agreed to them, and
 - 2) The Customer shall have the right, prior to the date of the proposed entering into force of the changes, to terminate with immediate effect, without payment of additional fees, any legal regulations binding it with the Bank referring to the provision of WebService.
4. The Bank reserves the right to change the ING Business WebService Meta Standard, of which the Customer will be informed 30 days prior to the planned implementation of the change.
 5. For the disputes arising between the Customer and the Bank related to the implementation of WebService, Polish law shall be applicable.
 6. In the case of disputes related to the implementation of WebService, the competent court is the court with local jurisdiction over the Bank's registered seat.

ING Bank Śląski S.A. with its registered seat in Katowice, ul. Sokolska 34, 40-086 Katowice, registered by the Katowice-Wschód District Court in Katowice, VIII Commercial Division of the National Court Register under the KRS number 0000005459, with the Tax Identification Number (NIP) 634-013-54-75, with paid-in share capital of PLN 130,100,000.00 www.ing.pl