



General Terms and Conditions for the provision of services by ING Bank Śląski S.A. as part of maintaining an Account for Refugees

Regulamin świadczenia przez ING Bank Śląski S.A. usług w ramach prowadzenia Konta dla Uchodźców [EN]

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I. GENERAL PROVISIONS

Article 1

The General Terms and Conditions for the provision of services by ING Bank Śląski S.A. as part of maintaining an Account for Refugees (hereinafter: General Terms and Conditions) sets out the conditions under which ING Bank Śląski S.A.:

- 1) maintains a payment account named Account for Refugees in Polish zloty (PLN). Who may be its holder is determined by the Announcement;
- 2) issue a card for the account;
- 3) make payment transactions.

DEFINITIONS

Article 2

1. The terms used in the General Terms and Conditions shall mean:

- 1) **address for electronic delivery** – the electronic address of the entity using the public registered electronic delivery service or the public hybrid service or the qualified registered electronic delivery service, as described in the Act of 18 November 2020 on electronic delivery, enabling the unambiguous identification of the sender or recipient of the data sent under those services. This address is available on the Bank's website;
- 2) **mobile application** – an application installed on mobile devices which the Bank makes available to the user within the meaning of the general terms and conditions of the internet banking system;
- 3) **third-party application** – software running on mobile devices such as mobile phones, smartphones, tablets provided by a third-party entity, which can be used by the bank's clients by running it on the device. It may be pre-installed on the phone by the manufacturer or require downloading from a platform-specific software shop depending on the operating system on the device;
- 4) **authorisation** – consent given by the payer to make a payment transaction in the form and procedure provided for in the General Terms and Conditions;
- 5) **Bank** – ING Bank Śląski Spółka Akcyjna with its registered office in Katowice, ul. Sokolska 34, 40-086 Katowice, entered in the Register of Entrepreneurs of 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 an international SWIFT identification code (BIC) – INGBPLPW and e-mail address info@ing.pl, subject to the supervision of the Polish Financial Supervision Authority with its registered office in Warsaw, ul. Piękna 20, 00-549 Warszawa;
- 6) **BIC (Bank Identifier Code)** – an institution's identification code that uniquely identifies the payment service provider and the elements of which are specified by the ISO standard (Bank BIC code: INGBPLPW);
- 7) **biometric characteristic** – a biometric characteristic of the card user, e.g. a fingerprint or individual facial features, which has been entered by the card user on a mobile device in a manner prescribed by the manufacturer of that device or the manufacturer of software installed on that device;
- 8) **tax residence certificate** – a certificate of the client's residence for tax purposes issued by the competent tax administration authority in the client's country of residence. A tax residence certificate without an indicated expiry date shall be valid twelve months from the date of issue subject to tax legislation;
- 9) **biometric feature reader** – a feature of a 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 on the mobile device;
- 10) **payment service provider / provider** – Bank or other entity providing payment services;
- 11) **payment transaction initiation service provider** – a payment service provider whose business activity is to provide the service of initiating a payment transaction;
- 12) **business day** – a day other than a Saturday or other than a public holiday;

- 13) IBAN (International Bank Account Number)** – A unique identifier for a client's account with a bank, used to identify the bank account in transactions with payment service providers within Member States and countries that have adopted IBAN as their standard for bank account numbering. An account number in this format consists of a two-letter country code followed by two check digits and up to thirty alphanumeric characters for the account number, referred to as BBAN. (Basic Bank Account Number) the length of which varies from country to country. The IBAN for accounts held with the Bank consists of the two-letter code PL and NRB;
- 14) biometric identifier** – a card user key created on the mobile device and digitally stored therein, generated for one specific biometric characteristic of the card user and corresponding to a unique code created by the Bank. The unique code is permanently linked to the login (as defined in the rules of the internet banking system) of the card user. The biometric characteristic and the aforementioned user key shall not be communicated to or stored by the Bank;
- 15) biometric Trait Identifier** – digital information about the card user's use of his/her one specific biometric trait, which was created with the biometric trait reader on the mobile device and then transmitted to the Bank in order to authorise the card transaction. The biometric characteristic of the card user shall not be communicated to or recorded by the Bank;
- 16) helpline** – a telephone line intended for providing information, servicing selected banking products and services, as well as the services or products of other entities that are offered by the Bank or are related to the Bank's operations. The list of activities carried out on the helpline is made available on the notice board in bank outlets and on the Bank's website;
- 17) intermediary institution** – a bank or other institution whose services are used by the Bank in the execution of a payment transaction;
- 18) user identifier** – an individual string of characters assigned to a user by the Bank, which is used to log in to the internet banking system. It consists of six letters and four random digits and may be necessary to authenticate the user;
- 19) single Euro Payments Area (SEPA)** – European Union Member States, Member States of the European Free Trade Association (EFTA) – Parties to the Agreement on the European Economic Area, the list of which is made available on the notice board in bank outlets and on the Bank's website and EFTA countries that are not EEA countries and other countries defined by the European Payments Council;
- 20) access channels** – units and systems through which the Bank accepts instructions (including payment orders), e.g. bank outlet, electronic banking system, the Bank's website;
- 21) card/payment card** – a contactless Visa card issued to an account (debit card), regardless of the form in which it appears, including card details such as card number, expiry date. The card may not be used for card transactions related to business, social, trade union, etc.;
- 22) identification code** – a sequence of numbers or letters or other characters, a number, a password or any other card user identification that may be required from the card user for card transactions. The identification code is confidential. It may be assigned by the card user or by the Bank. This code is given by the card user to authorise a transaction or other instruction. A type of identification code is, for example:
- a) PIN code,
 - b) CVV2/ CVC2 code,
 - c) a unique code which is a sequence of digits generated by the Bank's IT system and used to authorise a transaction on a one-off basis, transmitted in a text message,
 - d) a code established by the user of the card to the watch or to the mobile device in case there is an application in the memory of this device in which the card has been stored,
 - e) the biometric identifier or the identifier of the card user's biometric characteristic – in the case of authorisation of a card transaction made with the use of a mobile device in the memory of which the application in which the card is stored is present, provided that the Bank does not store or process the biometric characteristic itself;
- 23) code of civil procedure** – the Act of 17 November 1964 Code of Civil Procedure;

- 24) Announcement** – Announcement for holders of accounts set out in the General Terms and Conditions of rendering services by ING Bank Śląski S.A. within the framework of keeping an Account for Refugees, containing information on services rendered by the Bank. The Announcement shall be made available on the notice board at Bank outlets and on the Bank's website and shall be for information purposes.
- 25) convention** – convention of 5 October 1961 abolishing the requirement of legalisation for foreign public documents; The Convention abolishes the requirement to legalise public documents issued in States that are party to the Convention. Legalisation is not required if the document bears an apostille. An apostille is an attestation of the official character of a document, which confirms the signature and the nature in which the person who signed the document acted and the identity of the seal on the document;
- 26) country** – the territory of the Republic of Poland;
- 27) currency rate / exchange rate** – the price at which one currency is exchanged for another, expressed as the number of units of one currency in relation to another;
- 28) transaction limit** – the spending limit within which a card user may make card transactions. The amounts and types of limits are set forth in the Announcement;
- 29) meeting place** – a bank outlet for direct client service with an accessible cash deposit machine, an ATM;
- 30) NFC** (Near Field Communication) is a short-range, high-frequency, radio communication standard that allows wireless data exchange over a distance of up to 20 centimetres;
- 31) non-resident** – a natural person who does not have a place of residence in the territory of the Republic of Poland;
- 32) tax non-resident** – a natural person who does not have the centre of personal or economic interests (centre of life interests) in the territory of the Republic of Poland and does not stay in the territory of the Republic of Poland for more than 183 days a year;
- 33) NRB / bank account number** – an unambiguous identifier of the client's account with the bank, adopted in the Polish system of numbering bank accounts, used in domestic transactions. The account number recorded in this format consists of twenty-six digits, i.e. two control digits followed by the eight digits of the bank's billing number and sixteen digits of the number of the client's account with the bank;
- 34) debit** – reducing the balance by the amount of the made payment transaction or instruction causing the account balance to decrease;
- 35) payee** – a natural person, a legal person and an organisational unit not being a legal person but to which the law grants legal capacity, being the recipient of the funds being the subject of the payment transaction;
- 36) branch** – a grouping of units or outlets dealing with direct client service or operational service at the Bank;
- 37) payment organisation** – VISA, a payment organisation involved in the settlement of card transactions;
- 38) person authorised to use the account** – the account holder, the notarised representative (according to the scope of authority held);
- 39) member states** – member states of the European Union or Member States of the European Free Trade Association (EFTA) – Parties to the Agreement on the European Economic Area, the list of which is made available on the notice board in bank outlets and on the Bank's website;
- 40) bank partner / agent / business partner** – an entrepreneur or a foreign entrepreneur to whom the Bank has entrusted the performance of intermediation in banking activities or the performance of factual activities related to banking activities on behalf and for the Bank, on the basis of a civil law agreement;
- 41) PIN code** – a confidential identification number for your card;
- 42) bank outlet** – a place where the client is served by a specialist or an employee of a Bank's partner. A bank outlet is a meeting place, a cash point, a point of sale. Bank outlets are either located in a branch or outside a branch. Information on the scope of service at a given bank outlet is available in the List of Activities Performed at bank outlets and on the Bank's helpline. The list is available on the notice board at bank outlets and on the Bank's website.
- 43) cash point** – a bank outlet where the client is served by a specialist. At the cash point, the client can only deposit, withdraw cash;

- 44) point of sale** – a bank outlet where the client is served by an employee of a Bank partner. Banking activities or factual activities that are related to banking activities for the Bank are performed at the point of sale by the Bank's partner or its employees;
- 45) payer** – a natural person, a legal person and an organisational unit not being a legal person but to which the law grants legal capacity, giving a payment order, including the account holder, the card user;
- 46) account holder / holder of an account** – a non-business natural person with full legal capacity – a foreigner who is a citizen of Ukraine or who does not hold the citizenship of this country but resides on its territory, who left this territory or is unable to return to it due to the military activities taking place there. The account holder/holder is the beneficial owner of the funds deposited in the account and is obliged to notify the Bank of any change in this respect;
- 47) copyright and Related Rights** – Act of 4 February 1994 on Copyright and Related Rights;
- 48) banking law** – the Act of 29 August 1997 – Banking Law and its implementing rules;
- 49) foreign exchange law** – the Act of 27 July 2002 – Foreign Exchange Law and implementing provisions to this Act;
- 50) CRS regulations** – the Act of 9 March 2017 on the exchange of tax information with other countries and the provisions of other national legislation defining the rules concerning the Bank's obligation to identify the client and report information on persons liable to tax in other countries determined under these regulations;
- 51) FATCA regulations** – the Act of 9 October 2015 on the implementation of the Agreement between the Government of the Republic of Poland and the Government of the United States of America on improving compliance with international tax obligations and implementing FATCA legislation and provisions of other domestic legislation defining, in particular, the rules concerning the Bank's obligation to identify the client and report information on assets held by persons subject to tax liability in the USA;
- 52) bank account** – any other bank account held with the Bank or with other domestic or foreign banks;
- 53) account/savings account** – this is a payment account maintained in Polish zloty (PLN) in accordance with the General Terms and Conditions, used to store funds and make monetary settlements, with the exception of settlements related to business, social, union, etc.;
- 54) reference FX Rate** – the FX rate published in the Bank's FX Tables;
- 55) resident** – a natural person residing in the territory of the Republic of Poland;
- 56) tax resident** – a natural person possessing in the territory of the Republic of Poland a centre of personal or economic interests (centre of life interests) or staying in the territory of the Republic of Poland for more than 183 days in a tax year;
- 57) fiscal year** – the Bank, as a payer of personal income tax, considers for tax purposes that the fiscal year is equal to the calendar year;
- 58) debit balance** – unauthorised exceeding of the balance available on the account;
- 59) available balance** – funds on the account decreased by possible blocking of funds on this account and by the amount of liabilities due to the Bank;

60) strong payer authentication (referred to as strong authentication) – means an authentication procedure which we apply in accordance with the law, which ensures protection of data confidentiality and requires confirmation of at least two of the elements belonging to the following categories: the payer’s exclusive knowledge, the payer’s exclusive possession of a specific item or characteristic. This confirmation must be independent in such a way that a breach of one of its elements does not undermine the credibility of the others.

Under the above rule, confirmation of these circumstances will require the payer to provide elements such as:

- a) passwords, or
- b) a payment card in any form, including card details such as card number, expiry date, or
- c) an identification or authorisation code, or
- d) biometric features, including those provided by devices containing a fingerprint reader such as a telephone or any other device with a fingerprint reader or facial biometric features, or
- e) using appropriate IT keys (U2F keys),

or other information indicating that the payer is in possession of a specific item, device or characteristic. This element shall also be deemed to be fulfilled if the payer’s device is deemed to be verified. Verification can be done by the Bank remotely determining the hardware or software characteristics of the device. Verified devices are, for example, a trusted mobile device, other devices or things on which a payment card issued by the Bank is installed;

61) force majeure – an external event, independent of the Bank, which the Bank could not prevent or foresee and which directly or indirectly led to non-performance or improper performance of the agreement by the Bank. We consider force majeure to be events that meet the prerequisites above such as:

- a) flood, earthquake, lightning, hurricane, tornado, volcanic eruption, or other similar atmospheric phenomena,
- b) power cut by the electricity provider for reasons beyond the Bank’s control.

The force majeure provisions shall also apply in the event of an act of government (such as an international agreement, statute, regulation, order, resolution of an authorized authority/administration), pursuant to which a certain transaction or transactions of a certain type/type or with certain entities or transactions at a certain time may not be made by the Bank. The Bank will make public the fact that force majeure has occurred and, if possible, the expected duration of the force majeure;

62) text message (SMS) – a service consisting in the transmission of messages concerning a payment account via text messages;

63) foreign exchange status – confirmed by documents submitted to the Bank as a resident or non-resident within the meaning of the Foreign Exchange Law;

64) tax status – Your status for tax purposes, which is determined by either a tax residence certificate or foreign exchange status;

65) internet banking system – is the trade name of the electronic banking service, referred to in the Regulation of the Minister of Development and Finance on the list of representative services linked to a payment account of 14 July 2017 (hereinafter: Regulation). According to the Regulation, the electronic banking service consists in accessing the payment account via the Internet, it allows checking the balance of the payment account, to change limits for non-cash payments and debit card transactions or to submit other types of instructions to the account. The Internet banking system is intended exclusively for its users and is accessible via a device with an Internet browser and Internet connections. It may come in different versions which may have different trade names e.g.: “Moje ING”, or other. The different, differently named, versions of the internet banking system may differ in their technical requirements;

66) electronic banking system – the Internet banking system or another system made available to the client under a separate agreement;

67) Non-cash table – The Bank’s exchange rate table used for non-cash payment transactions and cash payment transactions made with the card;

68) Cash table – the Bank’s exchange rate table used for cash transactions;

- 69) Bank's exchange rate table** – a table of reference exchange rates announced by the Bank on the Bank's website or at a bank outlet, containing the exchange rate for non-cash and cash payment transactions, in force on the day and from the time of its announcement for transactions concluded on that day at a given time, with the reservation of days on which the table is not published, and in the case of card transactions – the table in force on the business day preceding the Bank's settlement of such transactions;
- 70) card transaction** – a payment transaction made with a card or data stored on a card, including a cross-border payment transaction using a debit card for non-cash payments and a cross-border payment transaction using a debit card for cash payments;
- 71) payment transaction/transaction** – a payment, transfer or withdrawal of funds initiated by the payer or the payee, which changes the balance of funds on the account;
- 72) cross-border non-cash debit card payment transaction** – a service whereby non-cash payment transactions are made with a debit card on the territory of another Member State with physical use of the card;
- 73) cross-border payment transaction through a debit card for cash payments** – a service where money is withdrawn from a consumer's payment account in the territory of another Member State, either by means of a device enabling such withdrawal or at the provider's premises;
- 74) agreement** – an agreement concluded between an individual and the Bank specifying the scope of services provided by the Bank, which may include: account agreement, card agreement, electronic banking system agreement and agreements on other services provided by the Bank;
- 75) unique identifier** – a combination of letters, numbers or symbols specified by the provider to the payer/payee which is provided by the payer/payee to unambiguously identify the other payer/payee involved in the payment transaction or his bank account;
- 76) device** – a device which can be used to make card transactions, e.g. an ATM, a cash deposit machine, a card terminal, a self-service device accepting cards;
- 77) mobile device** – a multifunctional portable device with Internet access that integrates the functions of a computer or mobile phone;
- 78) service** – an activity provided by the Bank under one or more agreements;
- 79) payment service** – a payment transaction made by the Bank or another provider;
- 80) Consumer Rights Act** – Act of 30 May 2014 on consumer rights;
- 81) Act on the Prevention of Money Laundering and Terrorist Financing** – Act of 1 March 2018 on the prevention of money laundering and the financing of terrorism;
- 82) act on payment services** – Act of 19 August 2011 on payment services;
- 83) account credit** – increase of the balance by the amount of the made payment transaction or instruction increasing the account balance;
- 84) card user** – a natural person indicated in the card agreement as the card user;
- 85) user of the internet banking system** – a holder who gives instructions via the internet banking system;
- 86) foreign currencies** – monetary instruments (banknotes and coins) that are legal tender used outside the country, as well as those withdrawn from circulation but exchanged. Convertible money settlement units used in international settlements are treated on a par with foreign currencies;
- 87) settlement currency** – the currency in which domestic or foreign card transactions are settled by the payment organisation if the transaction is made in a currency other than the card settlement currency. The settlement currency for VISA cards is the Polish zloty (PLN);
- 88) List** – A list of activities performed in outlets and on the Bank's helpline, containing information on the scope of services performed in a given bank outlet. The list shall be made available on the notice board at the bank outlets and on the Bank's website for information purposes;
- 89) closing / cancelling a card** – irrevocable disabling the use of the card and making card transactions with it;
- 90) consent to debit** – a statement of intent by the payer to have his/her account debited by the payee in the form of a direct debit submitted in accordance with the procedure for the acceptance of such consent at the Bank;

91) payment order / instruction – a statement of intent by the payer or payee addressed to the Bank containing an instruction to make a payment transaction / transactions.

2. Whenever the Account Agreement and the Card Agreement refer to a branch/outlet of the Bank in respect of a given activity, this should be understood to mean the bank outlet where the activity is performed. Information on which bank outlet this activity is performed can be found in the List. The list is available on the notice board at bank outlets and on the Bank's website.
3. Whenever a bank outlet is referred to in the General Terms and Conditions in relation to an activity, the information at which bank outlet the activity is performed is contained in the List. The list is available on the notice board at bank outlets and on the Bank's website.
4. Information on how we meet accessibility requirements will be provided on 28 June 2025 on our website www.ing.pl. [Legal basis: Act on ensuring compliance with accessibility requirements for certain products and services by business entities]

II. ACCOUNT

A. CONCLUSION OF AN ACCOUNT AGREEMENT

ACCOUNT OPENING

Article 3

The account may be opened at the bank outlet performing this activity.

Article 4

An account is opened upon positive identification of the natural person opening the account and upon execution of the account agreement. Identification shall be made on the basis of the documents set out in the Announcement.

Article 5

The Account Agreement may be concluded in writing, in electronic form or in any other form if the Bank makes such available.

Article 6

1. An individual can only have one Refuge Account with the Bank as part of the savings and checking account offer.
2. An account holder may open it into another savings and checking account in Polish zlotys (PLN) after the Bank has positively verified the documents indicated in the communication specifying the necessary scope of data and documents required to conclude and perform the agreement, which is made available on the notice board in bank outlets and on the Bank's website.

B. POWERS OF ATTORNEY

Article 7

1. A power of attorney may be granted to a natural person of full legal capacity by a natural person with full legal capacity.
2. The account holder is obliged to inform the Bank of the establishment of the power of attorney.

Article 8

1. Subject to the power of attorney in the form of a notarial deed drawn up in the country and by a notary of a country with which the Republic of Poland has signed an agreement on legal assistance in civil matters, the power of attorney to conclude an account agreement must be drawn up in writing and submitted by the notarised representative to the bank outlet performing this activity, where the account will be opened, and must be confirmed:
 - 1) in the country by a notary public;
 - 2) abroad by a Polish diplomatic mission, consular post or notary of a country with which the Republic of Poland has signed an agreement on legal assistance in civil matters or confirmed by an official or notarial certificate together with an apostille within the meaning of the Convention.
2. The power of attorney to conclude an account agreement must contain the personal data of the principal and the notarised representative that are set out in the Announcement.
3. In the case of concurrent granting of an authorisation to conclude an account agreement and to dispose of the account by a notarised representative, the account authorisation is subject to the rules set forth in Articles 9–12.

Article 9

1. A power of attorney for an account may be granted at any time during the account agreement.
2. The granting of a power of attorney for an account or the revocation of a power of attorney must be effected, on pain of invalidity, in writing, at the bank outlet performing this activity and by correspondence in accordance with Article 10.
3. The general authorisation granted shall include the power to give instructions in the name and on behalf of the account holder, in the same capacity as the account holder. The power of attorney does not include the right to submit deposit instructions in the event of death, to grant further powers of attorney, to assign contractual rights to the notarised representative and to change the account holder's data, which are set out in the Announcement.
4. The Bank shall accept the power of attorney as soon as it is submitted and after the Bank has positively identified the notarised representative on the basis of the documents set out in the Announcement. If the notarised representative is not positively identified, the person is not considered to be a duly appointed notarised representative for the account.
5. A power of attorney may be granted for an account with a different content from that set out in section 3.
6. In the case of performing any activity falling within the scope of the power of attorney, the notarised representative must each time present the power of attorney document to the bank outlet performing the activity.

Article 10

- 1) Granting of a power of attorney and change of the scope of the power of attorney revocation of the power of attorney may be made by correspondence in Poland or abroad after fulfilment of the conditions set out in Article 10.2 and indication of the information set out in Article 10.3 and Article 10.4.
- 2) With the exception of a power of attorney in the form of a notarial deed drawn up in the Poland and by a notary public of a country with which the Republic of Poland has signed an agreement on legal aid in civil cases, the authenticity of the signature of the person authorised to submit the power of attorney must be certified:
 - 1) in Poland by a notary public;
 - 2) abroad by a Polish diplomatic mission, consular post or notary of a country with which the Republic of Poland has signed an agreement on legal assistance in civil matters or confirmed by an official or notarial certificate together with an apostille within the meaning of the Convention.
- 3) The document granting the power of attorney or amending the scope of the power of attorney, sent by correspondence, subject to the power of attorney drawn up in the form of a notarial deed, must include:
 - 1) the details of the account holder and the account notarised representative which are set out in the Announcement;

- 2) account number, if the principal has more than one account with the Bank;
- 4) The instrument of revocation of a power of attorney sent by correspondence, subject to a power of attorney executed in the form of a notarial deed, must contain:
 - 1) the account holder details that are set out in the Announcement;
 - 2) the name of the revoked notarised representative and his/her PESEL or date of birth;
 - 3) account number, if the principal has more than one account with the Bank.
- 5) Correspondence concerning the granting of a power of attorney, a change in the scope of a power of attorney or the revocation of a power of attorney shall be sent by the account holder to the address of the bank outlet performing this activity.

Article 11

Failure to comply with the conditions set out in Article 7-10 may result in the Bank refusing to carry out the instruction submitted by the notarised representative.

Article 12

The power of attorney shall expire upon:

- 1) the death of the account holder or the account notarised representative;
- 2) total or partial incapacity of the notarised representative;
- 3) after the lapse of time or the completion of the event for which it was granted;
- 4) revocation of power of attorney.

C. ACCOUNT AGREEMENT TERMINATION

Article 13

1. The account agreement may be terminated with immediate effect by the account holder, the notarised representative.
2. The Bank may terminate the savings and checking account agreement by giving two months' notice for valid reasons:
 - 1) obtaining information by the Bank that justifies a suspicion that an offence has been committed by the account holder, including an offence using the account or an offence to the detriment of the Bank;
 - 2) the account holder's failure to provide information required for the operation of the account or the account holder's provision of data or information that is untrue or inconsistent with the facts, the content or nature of which could persuade the Bank not to conclude the agreement or to change its terms, including the use by the account holder of documents that are outdated, untrue, altered or forged and whose expiry date has passed;
 - 3) in the case of the account holder's failure to comply with the provisions of the law, the Agreement or the General Terms and Conditions providing for the Bank's authority to request information or documents with respect to the performance of its obligations under FATCA or CRS regulations, including in the event of:
 - a) the account holder's failure to make a declaration for the purposes of FATCA, or
 - b) the account holder's failure to make a declaration for the purposes of CRS, or
 - c) the Bank's determination of an inconsistency between the statement made by the account holder and the facts, including with respect to the account holder's relevant tax residency or relevant foreign tax identification number;
3. the Bank's inability to fulfil its obligations in applying the financial security measures set out in the Act on the Prevention of Money Laundering and Terrorist Financing.
4. The account agreement is terminated on the death of the holder. The documents proving the death of the holder are set out in Article 65.6.

Article 14

1. The termination of the account agreement and any amendment to the account agreement must be made in writing, subject to the termination of the account agreement or amendments to the account agreement made through the electronic banking system, provided that the Bank provides such a method of submitting instructions.
2. In the case of termination of the account agreement, payment may be made in non-cash and cash.
3. Termination of the account agreement requires the account holder to dispose of the balance. In the absence of such an instruction, the Bank shall credit the funds to a non-interest bearing technical account held with the Bank.

D. ACCOUNT BLOCKING

Article 14a

The Bank reserves the right to temporarily prevent the use of the account (temporary blocking of the account) in accordance with Article 56.

III. PAYMENT TRANSACTIONS

A. TYPES OF TRANSACTIONS

Article 15

1. The Bank makes payment transactions in cash or non-cash form.
2. Cash payment transactions on the account shall be made by depositing cash into the account or withdrawing cash from the account, including through the use of a card issued to the account or through another mobile device used to perform such transactions, provided that the Bank makes such a service available.
3. Non-cash payment transactions on the account shall be made by transfer, standing order, direct debit and by using the card issued to the account or the card details stored on the card or other mobile device used to perform such transactions, provided that the Bank makes such service available.

Article 16

1. The Bank makes payment transactions on the basis of payment orders submitted via the electronic banking system in accordance with the rules of the internet banking system applicable in this respect at the Bank or on the basis of a separate agreement concluded with the client.
2. The Bank shall notify the payer of the occurrence of fraud or a suspicion thereof or the occurrence of threats to security, immediately upon their discovery, via the Bank's website, Internet banking system, by telephone, text message, PUSH message and other secure communication channels implemented by the Bank.
3. The Bank makes payment transactions made with the card or the data stored on the card in accordance with the rules set out in Chapter IV. CARD of these General Terms and Conditions.
4. Additional information on payment transactions is set out in the Announcement.

B. GENERAL RULES

Article 17

1. The Bank makes payment transactions on the same basis irrespective of whether the payment order was submitted by the payer directly to the Bank or whether it was initiated by the payment transaction initiation service provider.
2. The Bank is authorised to make a payment transaction on the basis of a payment order submitted by the payer:

- 1) at a bank outlet performing such an action, provided that the Bank makes such a way of placing the order available;
 - 2) through the electronic banking system, provided that the Bank makes such a way of placing an order available;
 - 3) by using the card issued to the account or the data stored on the card if the Bank makes such a method of placing an order available.
3. The Bank makes payment transactions after the payer has given its consent to their execution. Consent to make a payment transaction may also be given by the payer through the payee, the payee's provider or the provider initiating the payment transaction.
 4. The Bank makes transfers, standing orders and card transactions using strong authentication of the payer as required by applicable law.
 5. Payment orders placed at a bank outlet performing his/her activity, with the exception of a direct debit, require each time authorization with the payer's signature, placed in the presence of a Bank employee on a document prepared for this order or in the manner set out in Article 69.5 and 7. Authorisation of a payment order by the payer implies his/her consent to make the payment transaction. Consent may be withdrawn until the order is received by the Bank.
 6. A payment order concerning a direct debit (consent to debit the account) requires in each case fulfilment of the conditions set out in Article 18.3 and delivery to the Bank in accordance with the principles set out in Article 18.5 and 6. This implies authorisation of the payment order by the payer and therefore his/her consent to make the payment transaction. Consent may be withdrawn until the order is received by the Bank.
 7. Payment orders submitted via the electronic banking system must be authorised in accordance with the rules referred to in the rules of the Internet banking system applicable in this respect at the Bank or in a separate agreement concluded with the client.
 8. For the sake of security of client funds, the Bank, in justified cases, reserves the right to confirm the authorisation of a payment order for cash withdrawal, transfer and standing order. If the authorisation cannot be confirmed by the payer on the day the payment order is submitted or on the first business day thereafter, or if the authorisation is not confirmed by the payer, execution of the order shall be refused.
 9. The date of execution of a payment order depends on the receipt of that order by the Bank.
 10. The moment of receipt by the Bank of a payment order for a cash deposit/withdrawal, an outgoing transfer, subject to the payment orders referred to in Article 17.12, submitted to a bank outlet performing this activity or via the electronic banking system on a business day until the cut-off time or on a Saturday until the cut-off time set out in the table below, is deemed to be the moment of the payment order authorization referred to in Article 17.5 or Article 17.7.

Cut-off time for acceptance of payment orders with current execution date	Type of payment order with current date of execution deposited at a bank branch	Type of payment order with current date of execution deposited in the Internet banking system
none and the order executed in real time	Orders that do not require currency conversion a) internal transfer order in PLN b) internal transfer order in foreign currencies	Orders that do not require currency conversion a) internal transfer order in PLN, including a transfer deposited within the "Pay with ING" service" b) internal transfer order in foreign currencies c) domestic transfer submitted as Express ELIXIR or BlueCash transfer

Cut-off time for acceptance of payment orders with current execution date	Type of payment order with current date of execution deposited at a bank branch	Type of payment order with current date of execution deposited in the Internet banking system
none and the order is executed in accordance with the session timetable set out in section 21	Orders that do not require currency conversion a) domestic transfer	Orders that do not require currency conversion a) a domestic transfer, including one made as a transfer within the "Pay with ING" service
3.00 pm (Monday to Friday)	Orders that do and do not require currency conversion a) TARGET transfer	Orders that do and do not require currency conversion a) TARGET transfer
5.00 pm (Monday to Friday)	Orders that do not require currency conversion a) foreign currency transfer b) SEPA credit transfer c) foreign currency transfer order	Orders that do not require currency conversion a) foreign currency transfer b) SEPA credit transfer c) foreign currency transfer order
5.00 pm (Monday to Friday)	Orders that require currency conversion a) domestic transfer b) foreign currency transfer c) foreign currency transfer order d) SEPA credit transfer	Orders that require currency conversion a) domestic transfer b) foreign currency transfer c) SEPA credit transfer d) foreign currency transfer order
7.00 pm (Monday to Friday)	Orders that require currency conversion a) internal transfer order in PLN b) internal transfer order in foreign currencies	Orders that require currency conversion a) internal transfer order in PLN b) internal transfer order in foreign currencies

- 11.** The moment of receipt by the Bank of a payment order for an outgoing transfer, subject to the payment orders referred to in Article 17.12, submitted to the bank outlet performing this activity or via the electronic banking system on a business day after the cut-off time or on Saturday after the cut-off time set out in section 10 or on a statutory holiday of the Bank, is deemed to be the first business day following the day of submission of such an order, with the reservation of payment orders indicated in section 10 for which there are no cut-off times for the receipt of payment orders, in the case of which the moment of receipt of a payment order is deemed to be the moment set out in Article 17.5 or Article 17.7. The cut-off times for accepting payment orders at bank outlets performing this activity depend on the operating hours of the Bank's systems. Regardless of the hours of operation of the Bank's systems, a payment order may only be submitted during the business hours of a bank outlet.
- 12.** In the case of an outgoing transfer with a deferred payment date (a transfer whose execution begins on a different day from the day on which the payment order is submitted) and a payment transaction under a standing order:
- 1)** the moment the Bank receives the payment order shall be deemed to be the date indicated by the payer for debiting his/her account;
 - 2)** if the day indicated by the payer for debiting the account is not a business day (with the exception of Saturday), the payment order shall be deemed to have been received on the first business day following the day indicated by the payer for debiting his/her account, subject to the orders set out in section 3;

- 3) if the day indicated by the payer to debit the account is not a business day (except for Saturday), then for payment orders for which there are no cut-off times for receipt of payment orders set out in the table below, the time of receipt of such payment orders by the Bank is deemed to be the day indicated by the payer to debit his/her account;
- 4) if the day indicated by the payer for debiting the account falls on a Saturday, the payment order shall be deemed to have been received on that day, subject to the orders set out in point 5;
- 5) if the day indicated by the payer to debit the account falls on a Saturday, in the case of payment orders for which there are cut-off times for receiving payment orders and specified in the table below, the time of receipt of such payment orders by the Bank shall be deemed to be the first business day following the day indicated by the payer to debit the account.
- 6) on the day of receipt of the order for an outgoing transfer with a deferred payment date, the Bank shall make one attempt to debit the payer's account with an amount corresponding to the amount of the transfer indicated in the payment order. If, at the time of execution of this transaction by the Bank, there are not sufficient funds in the payer's account for its execution, the Bank refuses to execute this transfer (reason for refusal: insufficient funds).

7)

The cut-off time for accepting deferred payment orders and standing orders (irrespective of the time of placing the order)	Type of payment order with deferred date of execution deposited at a bank branch	Type of payment order with deferred date of execution deposited at a bank branch Type of payment order with deferred date of execution deposited in the Internet banking system
none and the order executed in real time	Orders that do not require currency conversion a) standing orders to bank accounts	Orders that do not require currency conversion a) internal transfer order in PLN b) internal transfer order in foreign currencies c) standing orders to bank accounts
none and the order is executed in accordance with the session timetable set out in section 21	Orders that do not require currency conversion a) standing orders to accounts in other banks	Orders that do not require currency conversion a) domestic transfer b) standing orders to accounts in other banks
5.00 pm (Monday to Friday)	Orders that do not require currency conversion none	Orders that do not require currency conversion a) foreign currency transfer b) SEPA credit transfer c) foreign currency transfer order
5.00 pm (Monday to Friday)	Orders that require currency conversion none	Orders that require currency conversion a) domestic transfer b) foreign currency transfer c) SEPA credit transfer d) foreign currency transfer order
7.00 pm (Monday to Friday)	Orders that require currency conversion none	Orders that require currency conversion a) internal transfer order in PLN b) internal transfer order in foreign currencies

13. The moment the Bank receives a payment order for a direct debit shall be deemed to be the date indicated by the payee for debiting the payer's account. If the day indicated by the payee for debiting the payer's account is not a business day, the payment order shall be deemed to have been received on the first business day following that day.
14. The Bank shall be entitled to introduce quantitative, value and amount limits for payment orders submitted via the electronic banking system in accordance with the rules of the internet banking system applicable in this respect at the Bank or on the basis of a separate agreement concluded with the client.
15. Subject to sections 16 and 17, the payer may not revoke a payment order once it has been received by the Bank, unless other regulations or separately concluded agreements provide otherwise.
16. In the case of an outgoing payment order ordered in the Internet banking system from a savings and checking account indicated in the table below, the payer may revoke it in the Internet banking system up to the date and time specified in the table below, with the exception of payment orders with a current execution date initiated by the payment transaction initiation service provider. The Bank shall return the funds for such a cancelled order to the payer's account on the next business day at the latest.

When a transfer can be cancelled

Type of transfer with current execution date that can be cancelled

- | | |
|---|--|
| <ul style="list-style-type: none"> • submitted between 00.01 am and 8.15 am Monday through Friday may be cancelled until 9.00 am on the day the transfer is submitted • submitted between 8.16 am and 11.35 am Monday to Friday may be cancelled until 1.00 pm on the day the transfer is submitted • submitted between 11.36 am and 2.45 pm Monday through Friday may be cancelled until 3.30 pm on the day the transfer is submitted • submitted between 2.46 pm and 12.00 pm Monday to Friday may be cancelled until 9.00 am on the next business day • submitted between 00.01 am and 12.00 pm Saturday, Sunday or Bank holiday may be cancelled until 9.00 am on the next business day | <ul style="list-style-type: none"> • a domestic transfer that does not require currency conversion and is not executed in real time and is not submitted as a transfer within the "Pay with ING" service |
| <ul style="list-style-type: none"> • submitted between 5.01 pm and 12.00 pm Monday to Friday can be cancelled until the start of the next business day (00.00 am) • submitted between 00.01 am Saturday, Sunday or Bank holiday may be cancelled until the start of the next business day (00.00 am) | <ul style="list-style-type: none"> • TARGET transfer • domestic transfer that requires currency conversion • foreign currency transfer • SEPA credit transfer • foreign currency transfer order |

When a transfer can be cancelled

Type of transfer with current execution date that can be cancelled

- **submitted between 7.01 pm and 12.00 pm midnight Monday to Friday** can be cancelled until the start of the next business day (00.00 am)
- **submitted between 00.01 am Saturday, Sunday or Bank holiday** may be cancelled until the start of the next business day (00.00 am)
- an internal transfer order which requires currency conversion

17. When a payment transaction is initiated by or through the provider providing the service for the initiation of the payment transaction or by or through the payee, except for a deferred payment order as defined in section 12, the payer may not revoke the payment order after giving his/her consent to the provider providing the service for the initiation of the payment transaction or after giving his/her consent to the payee to execute the payment transaction.
18. As proof of the receipt by the Bank of a payment order which has been submitted to the bank outlet performing this activity, the Bank shall provide the entitled person with the relevant confirmation. In the case of a payment order submitted via the electronic banking system or in any other manner agreed upon by the contracting parties, the Bank shall confirm receipt of the order in the form in which the payment order was submitted.
19. The rules regarding withdrawal of funds from the account after the account holder's death are set forth in Chapter V. ADDITIONAL PROVISIONS, B. Proceedings in the case of the account holder's death, deposit disposition in the event of death, reimbursement of funeral expenses, withdrawal of funds after the account holder's death.
20. The Bank reserves the right to:
 - 1) use the clearing system relevant for the payment transaction;
 - 2) determine the sequence of booking of payment transactions other than the sequence of payment orders given by the payer, while respecting the deadlines for execution of those transactions.
21. Timetable for receipt and sending of payment transactions executed via SORBNET (interbank transactions made by NBP) / ELIXIR, Express ELIXIR (interbank transactions made by Krajowa Izba Rozliczeniowa S.A., hereinafter: KIR) and BlueCash
 - 1) The timetable for outgoing transfers executed via SORBNET / ELIXIR / Express ELIXIR/ BlueCash is illustrated in the table below.

Time of receipt of the payment order by the Bank	Sending time of the payment transaction	Time of receipt of the payment order by the Bank	Sending time of the payment transaction	Time of receipt of the payment order by the Bank	Sending time of the payment transaction
ELIXIR SYSTEM	ELIXIR SYSTEM	SORBNET SYSTEM	SORBNET SYSTEM	Express ELIXIR/SYSTEM BlueCash	Express ELIXIR/SYSTEM BlueCash
cut-off time	session / business day	cut-off time	business day	cut-off time	business day

Time of receipt of the payment order by the Bank	Sending time of the payment transaction	Time of receipt of the payment order by the Bank	Sending time of the payment transaction	Time of receipt of the payment order by the Bank	Sending time of the payment transaction
ELIXIR SYSTEM	ELIXIR SYSTEM	SORBNET SYSTEM	SORBNET SYSTEM	Express ELIXIR/SYSTEM BlueCash	Express ELIXIR/SYSTEM BlueCash
by 8.10 am on the current business day	1st ELIXIR session on the current business day	until 2.30 pm on the current business day	transaction sent directly after placing an order with the Bank on the current business day	not applicable (The Bank receives payment orders 24 hours a day /7 days a week/365 days a year)	not applicable (transaction sent directly after placing order in Bank 24 hours/7 days a week/365 days a year)
at the time between: 8.11 am – 11.30 am on the current business day	2nd ELIXIR session on the current business day	until 2.30 pm on the current business day	transaction sent directly after placing an order with the Bank on the current business day	not applicable (The Bank receives payment orders 24 hours a day /7 days a week/365 days a year)	not applicable (transaction sent directly after placing order in Bank 24 hours/7 days a week/365 days a year)
at the time between: 11.31 am – 2.30 pm on the current business day	3rd ELIXIR session on the current business day	until 2.30 pm on the current business day	transaction sent directly after placing an order with the Bank on the current business day	not applicable (The Bank receives payment orders 24 hours a day /7 days a week/365 days a year)	not applicable (transaction sent directly after placing order in Bank 24 hours/7 days a week/365 days a year)

Time of receipt of the payment order by the Bank	Sending time of the payment transaction	Time of receipt of the payment order by the Bank	Sending time of the payment transaction	Time of receipt of the payment order by the Bank	Sending time of the payment transaction
ELIXIR SYSTEM	ELIXIR SYSTEM	SORBNET SYSTEM	SORBNET SYSTEM	Express ELIXIR/SYSTEM BlueCash	Express ELIXIR/SYSTEM BlueCash
after 2.30 pm on the current business day	1st ELIXIR session on the next business day	after 2.30 pm on the current business day	transaction dispatched on the next business day after 8:00	not applicable (The Bank receives payment orders 24 hours a day / 7 days a week / 365 days a year)	not applicable (transaction sent directly after placing order in Bank 24 hours / 7 days a week / 365 days a year)

2) Transactions received through ELIXIR system from other banks are settled every business day during 3 settlement sessions:

- a) morning (1st session) – after 11.00 am,
- b) afternoon (2nd session) – after 3.00 pm,
- c) evening (3rd session) – after 5.30 pm;

Payment transactions received via the SORBNET / ELIXIR system from other Banks are posted to clients' accounts on the day the payment order is received by the Bank.

The above timetable for sending payment transactions executed via SORBNET / ELIXIR / Express ELIXIR/ BlueCash may be subject to change due to possible failure of the SORBNET / ELIXIR / Express ELIXIR/ BlueCash system or the Bank's IT systems. The above timetable for receiving payment transactions executed via SORBNET / ELIXIR may be subject to change due to possible failure of the SORBNET / ELIXIR system or the Bank's IT systems.

Article 18

1. The Bank refuses to execute a payment order in the case of:

- 1) blocking of funds on the account;
- 2) bank account seizure by an enforcement authority, subject to Article 71;
- 3) blocking of the account;
- 4) terminating the account agreement or closing the account;
- 5) the presentation of a forged, invalid or withheld document by the person placing the order at the banking establishment performing that activity;
- 6) failure by the person placing the order to produce or update an identity document;

- 7) justified by law, including the provisions of the Anti-Money Laundering and Countering the Financing of Terrorism Act, EU legislation in force by law or where:
- a) the payment transaction is made through or to banks listed in the Announcement on the execution of foreign payment orders, which is made available on the notice board in bank outlets and on the Bank's website,
 - b) the payment transaction is a payment for goods or services originating in countries mentioned in the Announcement referred to in section 1.7.a,
 - c) the payer or payee of the payment transaction is a natural person or another entity resident or established or active in the territory of the countries mentioned in the Announcement referred to in section 1.7.a,
 - d) the payer or payee of the payment transaction is a government, a government-related entity or an entity acting on behalf of a government of a country referred to in section 1.7.a,
 - e) there is a suspicion that the execution of the transaction could expose the Bank to the risk of breach of international sanctions.

Pursuant to Article 18.1.7, the Bank shall not make transactions through the account if it cannot apply one of the financial security measures in accordance with the provisions of the AML/CFT Act.

8) in the cases set out in Article 22.6, Article 25.12, Article 28.12 and Article 30.13.

2. In the case of a refusal to execute a payment order, the Bank shall, subject to Article 28.12 and Article 30.13, notify the payer/payee of the refusal as soon as possible and, if possible, of the reasons for the refusal and the procedure for correcting errors that caused the refusal, unless such notification is inadmissible under separate regulations.
3. A refusal to execute a payment order shall be communicated to the payer in the agreed manner. In the case of a payment order submitted at a bank outlet performing this activity, information on the refusal to execute a payment transaction shall be communicated in person to the person submitting the payment order, while in other cases – in the form of a notification referred to in Article 72. Irrespective of the above-mentioned methods, the Bank has the right to notify of the refusal to execute a payment transaction, e.g. via a text message, PUSH notification sent to the mobile phone number indicated by the payer to contact the Bank.
4. A payment order which has been refused shall be deemed not to have been received.
5. The Bank may refuse a payment transaction initiation service provider access to a given payment account for objectively justified and duly documented reasons relating to unauthorised or illegal access to the payment account by such provider, including the unauthorised initiation of a payment transaction. In such a case, the Bank shall inform the payer in the agreed manner referred to in Article 72 about the refusal of access to the payment account and the reasons for it. Such information shall, where possible, be communicated to the payer before such refusal and at the latest immediately thereafter, but not later than on the business day following such refusal, unless its communication would be inadvisable for objectively justified security reasons or is contrary to separate legislation.
6. The Bank shall not be liable for any damage caused by the refusal to execute a payment order for the reasons referred to in section 1, for reasons that violate the provisions referred to in section 1.7 and for the reasons referred to in section 5.

Article 19

1. The Bank executes payment transactions, except for direct debit and card transactions, on the basis of the bank account number indicated in the payment order, which is the unique identifier of the payer/payee.
2. The Bank executes direct debit payment transactions on the basis of the payer's bank account number, the payee's identifier and the payment identifier, which together constitute a unique identifier for the direct debit service.
3. A payment order is deemed to be executed in favour of the correct payee / payer if it has been executed by the Bank in accordance with the unique identifier indicated in the content of the payment order irrespective of any other additional information provided by the payer / payee.

4. If the unique identifier provided by the payer/payee is incorrect, the Bank shall not be liable for non-execution or improper execution of the payment transaction.
5. If the account number of the payee is not in IBAN or NRB format, the Bank, as payee's bank, shall return the received payment order to the payer's bank without informing the payee.
6. In the case of a transfer coming from a country other than a Member State and denominated in a currency other than the currency of any Member State, the Bank shall have the right to verify the correspondence of the payee's name with the bank account number.
If there is no match, the Bank returns the transfer to the payer's bank.

Article 20

The Bank shall execute payment transactions in the full amount without reducing them by due commissions or fees, subject to Article 27.5.

Article 21

1. The account holder may, through the Bank, carry out foreign exchange trading within the meaning of the Foreign Exchange Law, subject to restrictions provided by law.
2. The Bank shall execute the instructions submitted by the account holder with respect to foreign exchange trading in accordance with the applicable provisions, in particular the Foreign Exchange Law, the Banking Law, the provisions of the Act on Prevention of Money Laundering and Financing of Terrorism, the legally binding EU provisions and the regulations contained in these General Terms and Conditions.
3. The Bank reserves the right to refuse to carry out an instruction contrary to the provisions referred to in section 2.
4. The Bank shall not be liable for any damage resulting from a refusal to carry out an instruction contrary to the provisions referred to in section 2.

C. CASH DEPOSIT

Article 22

1. Cash deposit is a payment service:
 - 1) which consists in crediting the payee's account with a specified amount denominated in the currency of that account, by making a cash deposit into the payee's account on the basis of a payment order given by the payer;
 - 2) whereby a payment transaction is made on an account for which the Bank makes such a service available, increasing the balance of that account by the amount specified by the payer in the payment order.
2. A cash deposit can be made by the account holder or the notarised representative:
 - 1) at the banking establishment performing this activity;
 - 2) in a device allowing cash to be deposited by card, provided the Bank makes this service available.
3. It is a condition for the Bank to make a cash deposit at a bank outlet performing this activity:
 - 1) receipt by the Bank of a consent to make the cash deposit referred to in Article 17.5;
 - 2) submission of a valid payment order containing the following data:
 - a) the bank account number of the payee to which the cash deposit is to be made, in IBAN or NRB format,
 - b) data identifying the payee,
 - c) the identity of the person giving the order,
 - d) the amount and currency of the payment,
 - e) title of payment.
 - 3) the production of a document proving the identity of the person giving the order. In the case of a deposit by the account holder, the document confirming the identification data is the document indicated by the holder to the Bank for the purpose of identity verification;

- 4) lack of occurrence of cases justifying a refusal to execute a payment transaction, referred to in Article 18.1.4-7.
4. The Bank shall execute cash deposits into the account, submitted at the bank outlet performing this activity, immediately after receiving the funds and the payment order, no later than on the same business day on which the payment order was received by the Bank, pursuant to Article 17.10.
5. Cash payments into accounts maintained with the Bank may not be made in coins of a currency other than Polish zloty (PLN).
6. The Bank refuses to execute the cash deposit in case any of the conditions set out in section 3 is not met or in case of the occurrence of the situations referred to in Article 18.1.4-7 and notifies the person submitting the payment order of the refusal to execute the payment transaction.

D. CASH WITHDRAWAL

Article 23

1. Cash withdrawal is a payment service:
 - 1) which consists in debiting the payer's account with a specified amount denominated in the currency of that account, by making a cash withdrawal from the payer's account on the basis of a payment order placed by the payer;
 - 2) whereby a payment transaction is made from an account for which the Bank makes such a service available, which reduces the balance of that account in the amount specified by the payer in the payment order.
2. Cash withdrawals can be made by the account holder or the notarised representative:
 - 1) at the banking establishment performing this activity;
 - 2) in a device enabling cash withdrawal by card, provided the Bank makes this service available.
3. It is a condition for the Bank to perform a cash withdrawal at a bank outlet performing this activity:
 - 1) receipt by the Bank of the consent to perform the cash withdrawal referred to in Article 17.5;
 - 2) the submission of a valid payment order by an authorised person containing the following data:
 - a) the account number in IBAN or NRB format or the type of payer's account from which the cash withdrawal is to be made,
 - b) the identity of the person giving the order,
 - c) the amount and currency of the payment,
 - d) title of payment;
 - 3) the production of a document proving the identity of the person giving the order. The document confirming the identification data is the document indicated by the holder to the Bank for the purpose of identity verification;
 - 4) positive identification by the Bank of the person entitled to execute the payment order on the basis of the documents set out in the Announcement subject to section 4;
 - 5) to ensure that there are sufficient funds in the account for the cash withdrawal on the day the order is received, in accordance with Article 17.10, at the time the Bank executes this transaction;
 - 6) lack of occurrence of cases justifying the refusal of the payment transaction referred to in Article 18.1.1-7
 - 7) obtaining a confirmation of authorisation of a payment order in the situation referred to in Article 17.8.
4. In the case of a payment order submitted by a notarised representative (a power of attorney granted in the form of a notarial deed or a power of attorney with a notarially authenticated signature), a cash withdrawal at a bank outlet performing this activity takes place upon the fulfilment of the conditions referred to in section 3, with the exception of item 4, after the number of the account from which the withdrawal is to be made is set out in the power of attorney document is presented and the signature is placed on the payment order.
5. The Bank shall execute cash withdrawals from the account, submitted at the bank outlet performing this activity, on the day on which the payment order was received by the Bank, in accordance with Article 17.10.

6. The person submitting a payment order for cash withdrawal may request that a cash withdrawal be made in a specific denomination structure, with the proviso that the Bank, guided by the recognition of its cash resources, may change the denomination structure of that cash withdrawal.
7. The Bank refuses to execute the cash withdrawal in case any of the conditions set out in section 3 are not met or in case it is not possible to carry out the confirmation of authorization or to obtain the confirmation of authorization of the payment order referred to in Article 17.8 as well as in the cases set out in Article 18.1.1–7 and notifies the person submitting the payment order of the refusal to execute the payment transaction.

E. TRANSFER

Article 24

1. A credit transfer is a payment service consisting of debiting the payer's account with a specified amount and crediting that amount (or its equivalent if the transaction requires currency conversion) to the payee's account on the basis of the payer's payment order.
2. Within transfers, a distinction is made between:
 - 1) internal transfer order – expressed in Polish zloty (PLN) or in a foreign currency set out in the Exchange Rate Table of the Bank, directed to an account or bank account held with the Bank;
 - 2) transfer order:
 - a) domestic transfer – denominated in Polish zloty (PLN), directed to a bank account held in another bank in the country, including a transfer to accounts of the Social Insurance Institution and to accounts of tax authorities,
 - b) foreign currency transfer outside the country – denominated in a foreign currency as set out in the Exchange Rate Table of the Bank, as well as in Polish zloty (PLN), directed to a bank account kept in another bank outside the country, excluding SEPA transfer order and TARGET transfer,
 - c) TARGET transfer – denominated in euro (EUR), directed to a bank account held with another bank in the country or with another bank outside the country in the Single Euro Payments Area (SEPA), (carried out as an urgent),
 - d) domestic EUR transfer – denominated in euro (EUR), directed to a bank account held with another bank in the country, excluding SEPA and TARGET transfers;
 - 3) SEPA transfer order – denominated in euro (EUR), directed to a bank account kept in another bank in the country or in another bank outside the country in the area of the Single Euro Payments Area (SEPA), (executed in standard mode);
 - 4) foreign currency transfer order – denominated in a foreign currency set out in the Exchange Rate Table of the Bank other than euro (EUR) and Polish zloty (PLN), directed to a bank account held in another domestic bank.
3. The bank executes the transfer as:
 - 1) outgoing transfer – a payment transaction which debits the payer's account;
 - 2) incoming transfer – a payment transaction which results in crediting the payee's account.
4. The transfer may be made by the payer:
 - 1) at the banking establishment performing this activity;
 - 2) through the electronic banking system, provided that the Bank makes such a way of placing an order available;
5. The Bank may carry out domestic transfers (in PLN) via:
 - 1) ELIXIR system,
 - 2) SORBNET system in the following instances:

a) at the client's request, provided that the National Bank of Poland (hereinafter: NBP) allows for the settlement of such a transaction (applies to transfers made at a bank outlet performing this activity). The SORBNET system is not used for transfers to the Social Insurance Institution, Tax Office and other tax authorities. The possibility of ordering a transfer from savings and checking accounts in the Internet banking system by means of the SORBNET system may be made available at the request of the client after positive verification by the bank, provided that security reasons allow making the SORBNET system available.

3) Express ELIXIR, at the client's request, where

- a) the payee's account is held with a bank which participates in the Express ELIXIR system and accepts the transfer for execution in this mode,
- b) the payee's bank is available at the time the payment order is submitted,
- c) the account from which the transfer is made has been made available for the execution of transfers by the Express ELIXIR system.

The ELIXIR is only available in the internet banking system.

Transfers are not executed using the Express ELIXIR system:

- i. to the Social Insurance Institution, Tax Office and other tax authorities,

4) the BlueCash system carried out at the request of the client by Autopay S.A., in the event that:

- a) the payee's account is held in a bank which is a participant of the BlueCash system or a bank cooperating with this system and which accepts the transfer for execution in this mode,
- b) the payee's bank is available at the time the payment order is submitted,
- c) the account from which the transfer is made has been made available for the execution of transfers via the BlueCash system,

The BlueCash system is only available in the internet banking system.

The BlueCash system is not used for transfers:

- i. i. to the Social Insurance Institution, Tax Office and other tax authorities

In case of domestic transfer in PLN via BlueCash system:

- a) to a participating bank – the data of the client ordering the transfer will be visible to the payee of the transfer as the sender's data.
- b) to a cooperating bank – the data of the client ordering the transfer will not be visible at the payee as the data of the sender of the transfer. The sender of the transfer will be Autopay and the details of the client ordering the transfer and the title of the payment will be given in the title of the transfer payment.

A participating bank is a bank which has joined the BlueCash system on the basis of an agreement on participation in the BlueCash payment system. A cooperating bank is a bank that has not joined the BlueCash system directly. The list of banks participating in the system and the cooperating banks is available on the Autopay S.A. website. (bluecash.pl/spbc/out).

6. It is a condition of the Bank's execution of an internal transfer order or an outgoing domestic transfer that:

- 1) receipt by the Bank of the consent referred to in Article 17.5 or Article 17.7 to execute the transfer;
- 2) the submission of a valid payment order by an authorised person containing the following data:
 - a) the number of the payer's account from which the funds are to be transferred, and, in the case of an order to be submitted to the bank outlet where the transfer is to take place, the number or type of account,
 - b) the bank account number of the payee to which the transfer is to be made, in IBAN or NRB format,
 - c) data identifying the payee,
 - d) the amount and currency of the transfer,
 - e) transfer title,
 - f) date of implementation;
- 3) the presentation of a document confirming the identity of the person placing the order – if the order was placed with a bank outlet performing this activity;

- 4) positive identification by the Bank of the person entitled to execute the payment order on the basis of the documents set out in the Announcement – if the order was placed at the bank outlet performing this activity, subject to section 8;
 - 5) to ensure that there are sufficient funds on the account to execute the transfer on the date the order was received, in accordance with Article 17.10–12, at the time the Bank executes this transaction;
 - 6) lack of occurrence of cases justifying the refusal of the payment transaction referred to in Article 18.1.1–7
 - 7) obtaining a confirmation of authorisation of a payment order in the situation referred to in Article 17.8.
7. It is a condition for the Bank to execute an outgoing foreign currency transfer, SEPA transfer order, foreign currency transfer order, TARGET transfer, outgoing EUR transfer in the country that:
- 1) fulfilment of the conditions referred to in section 6 with the exception of item 2b;
 - 2) the indication in the payment order:
 - a) the bank account number of the payee to which the transfer is to be made, in the IBAN format, where the transfer is to a Member State and the currency of the transfer is the euro (EUR), or
 - b) the BIC code of the payee's bank and the number of the payee's bank account to which the transfer is to be made, in the IBAN format, if the transfer is to be made to a Member State and if the currency of the transfer is not the euro (EUR), or in the NRB format, if the transfer is to an account with another bank domestically, or
 - c) the bank account number of the payee to which the transfer is to be made and the BIC code of the payee's bank, or other indication that uniquely identifies the payee's bank, when transactions are routed to countries other than Member States.
8. In the case of a payment order submitted by a notarised representative (power of attorney granted in the form of a notarial deed or a power of attorney with a notarially authenticated signature), the transfer is executed upon the fulfilment of the conditions referred to in section 6 or section 7, with the exception of section 6.4, upon the indication of the number of the account from which the transfer is to be made, the submission of the power of attorney document and upon the signature on the payment order.
9. For an incoming transfer, the payment order must contain the following payer identification data:
- 1) Bank account number;
 - 2) first name / last name;
 - 3) address or, where the payer is an individual, the address may be replaced by the date and place of birth or by the payer's unique identification number or national identification number.
10. If the payer's identification data referred to in section 9 are missing in connection with the need to comply with the recommendations of the Basel Committee on Banking Supervision and the requirements for preventing money laundering or combating the financing of terrorism, the Bank has the right to ask the payer's bank to supplement the order, and in the absence of a reply may return the transfer to the payer's bank, debiting the payee's account with the amount of the transfer received, provided that his/her account has previously been credited.

Article 25

1. An internal transfer order submitted to a bank outlet performing this activity or via the electronic banking system shall be executed by the Bank immediately after the payment order is received by the Bank, in accordance with Article 17.10–12 where the transfer
 - 1) does not require currency conversion or
 - 2) requires conversion between the euro (EUR) and the currency of a Member State or between two currencies of Member States.

In other cases, the Bank shall execute such transfer at the latest on the first business day following the day on which the payment order was received by the Bank, pursuant to Article 17.10–12.
2. An outgoing SEPA transfer order submitted at a bank outlet processing this transaction or via the Internet banking system and executed in the standard mode shall be executed by the Bank – subject to the second sentence – by crediting the account of the recipient bank on the first business day following the day on which

the payment order was received by the Bank, at the latest, in accordance with Article 17.10–12, taking into account holidays in the country of the recipient bank. If the Bank receives the payment order in accordance with Article 17.10 on a business day from Monday to Friday by 2:00 PM, taking into account public holidays in the recipient bank’s country, the outgoing SEPA transfer order submitted at a bank outlet processing this transaction or via the Internet banking system and processed in the standard mode will be executed by the Bank through crediting the recipient bank’s account on the same business day.

3. An outgoing domestic transfer submitted at a bank outlet performing this activity or through the Internet banking system and executed in the standard mode, shall be executed by the Bank by crediting the account of the payee’s bank at the latest on the first business day following the day on which the payment order was received by the Bank, in accordance with Article 17.10–12.
4. In the case of an outgoing foreign currency transfer, foreign currency transfer order and outgoing domestic EUR transfer, the Bank shall make funds available to the institution that is the payment service provider of the payee, and in the case where an intermediary institution participates in the settlement of this transfer – to this institution, at the latest on the second business day following the day on which the payment order was received by the Bank, pursuant to Article 17.10–12, taking into account holidays in the country of the payee’s bank.
5. The Bank shall execute the transfer referred to in Article 25.3 and Article 25.4, outgoing before the date referred to in Article 25.3 and Article 25.4 in an urgent mode TODAY or TOMORROW, under the condition that the order is marked as urgent and is delivered to the Bank by the specific closing hour provided for the indicated currency, set out in the table below.

Currency code	Currency name	Cut-off time for the urgent procedure TODAY	Cut-off time for urgent procedures TOMORROW
PLN	polish zloty	2.00 pm	5.00 pm
EUR	euro	3.30 pm	5.00 pm
USD	U.S. Dollar	4.30 pm	5.00 pm
GBP	pound sterling	4.00 pm	5.00 pm
CAD	Canadian dollar	4.00 pm	5.00 pm
HUF	forint (Hungary)	2.30 pm	5.00 pm
SEK	Swedish crown	10.30 am	5.00 pm
RON	Romanian leu	12.30 pm	5.00 pm
CZK	Czech koruna	12.00 am	5.00 pm
NOK	Norwegian crown	10.30 am	3.00 pm
TRY	Turkish lira	10.00 am	5.00 pm
AUD	Australian dollar	not applicable	5.00 pm
CHF	Swiss franc	2.30 pm	3.00 pm
DKK	Danish Krone	10.00 am	2.00 pm

Currency code	Currency name	Cut-off time for the urgent procedure TODAY	Cut-off time for urgent procedures TOMORROW
JPY	yen (Japan)	not applicable	5.00 pm
ZAR	rand (Rep. South Africa)	not applicable	5.00 pm

6. An outgoing TARGET transfer submitted at a bank outlet processing this transaction or via the Internet banking system and executed in urgent mode TODAY shall be executed by the Bank by crediting the payee's bank account at the latest on the business day on which the payment order was received by the Bank, pursuant to Article 17.10-11 and taking into account holidays in the country of the payee's bank.
7. The Bank shall carry out the incoming transfer denominated in the currency of any Member State:
- 1) not requiring currency conversion, or
 - 2) requiring conversion between the euro (EUR) and the currency of a Member State or between two currencies of Member States
- by crediting the payee's account immediately after the amount is credited to the Bank's account, provided that this occurs on a business day. If a received incoming transfer requires additional clarification, the Bank will credit the payee's account after obtaining the required data, on the date the funds are credited to the Bank's account.
8. 1) The Bank shall execute an incoming transfer denominated in a currency other than the currency of any Member State by crediting the payee's account immediately after the amount is credited to the Bank's account, provided that:
- a) the account of the payee is credited no earlier than the date indicated in the payment order received (if this occurs on a business day), and
 - b) the payee's account will be credited on the condition that the Bank's current account is credited first/earlier.
- 2) The Bank may decide to credit the payee's account, despite the fact that the amount has not been previously credited to the Bank's current account.
 - 3) In the event that the Bank takes a decision in accordance with item 2 above and there is a failure to credit or a delay in crediting the Bank's current account, the Bank is entitled to carry out actions to recover from the payee the amount of the incoming transfer which has not been credited to the Bank's current account.
 - 4) The Bank will immediately inform the payee of the lack of funds in the Bank's current account and of the action taken.
9. In the case of receiving a transfer back, the Bank shall proceed in accordance with the rules applicable to an incoming transfer.
10. An out-of-country foreign currency transfer, SEPA transfer order, foreign currency transfer order, TARGET transfer, domestic EUR transfer, depending on the data provided in the payment order, is executed by the Bank in a non-automatic manner if
- 1) the payee's bank account number is not in IBAN format or,
 - 2) the BIC code of the payee's bank is incorrect; or,
 - 3) an intermediary bank was indicated without a valid BIC.
11. The Bank executes the orders referred to in sections 1-4 and 6 by indicating in them the payer's data (including the name and surname, address data).
12. The Bank refuses to execute a transfer in the case when any of the conditions set out in Article 24.6-9 is not fulfilled, in the case when it is not possible to carry out the confirmation of authorization or to obtain the confirmation of authorization of the payment order referred to in Article 17.8, as well as in the cases set out in Article 18.1.1-7 and notifies the person submitting the payment order of the refusal to execute the payment transaction.

13. In the case of a refusal to execute an out-of-country foreign currency transfer, SEPA transfer order, foreign currency transfer order, TARGET transfer, domestic EUR transfer or to perform another action based on and for the reasons referred to in section 12, the Bank shall inform thereof the payer who ordered the Bank to execute the payment transaction/instruction or to perform another action or a party to the agreement, provided that the performance of the action results from the agreement to which the Bank is a party.
14. The Bank shall not be liable for any damage arising in connection with the Bank's refusal to execute a payment transaction or withholding of its execution in the cases referred to in section 12.

Article 26

1. If funds are credited to the account in a currency other than the currency of the account or if there is a currency conversion (currency conversion) in the settlement, the Bank shall convert the amount according to the principles of applying reference exchange rates set out in the Bank's general terms and conditions for concluding currency exchange transactions, which are available on the notice board in bank outlets and on the Bank's website.
2. Currency conversion of a transfer is made on the basis of the reference exchange rate (buy or sell) from the Bank's Exchange Rate Table, containing exchange rates for non-cash settlements, in force on the date and time of receipt of the order by the Bank, unless separately concluded agreements provide otherwise, subject to section 3.
3. In the case of an incoming transfer from another bank, if the account indicated for crediting is in a currency other than the currency of the transfer, the Bank performs a currency conversion into the currency of the account, applying reference exchange rates from the Bank's Exchange Rate Table in force at the moment the Bank receives the payment message (interbank payment order, sent or received by the Bank, resulting in debiting or crediting the client's account at the Bank), unless separately concluded agreements provide otherwise. In the case of an incoming transfer from another bank, if the currency of the transfer is in Polish zloty (PLN) and the account indicated for crediting is in a different currency than the currency of the transfer, the Bank performs currency conversion into the currency of the account, applying reference exchange rates from the Bank's Exchange Rate Table applicable at the moment of crediting the payee's account with the transfer amount, unless separately concluded agreements provide otherwise.
4. The Bank's exchange rate table is made available on the notice board in bank outlets and on the Bank's website. The Bank shall have the right to change the reference exchange rate at any time with immediate effect without prior notice to the account holder. Detailed rules regarding the publication of the Bank's Exchange Rate Table are set out in the regulations for concluding foreign exchange transactions.

Article 27

1. With regard to transfers made in any currency set out in the Bank's Exchange Rate Table and where the payee's account is held in the country or in one of the Member States, the payer and the payee shall bear the fees and charges set out in the agreement concluded with the payer's bank and the payee's bank respectively (SHA principle).
2. With regard to transfers made in any currency set out in the Bank's Exchange Rate Table and where the payee's account is held in a country other than a Member State, the payer may choose to have the fees calculated in accordance with the principle:
 - 1) SHA – fees and commissions are shared between the payer and the payee respectively, or
 - 2) OUR – fees and commissions are paid only by the payer, or
 - 3) BEN – fees and commissions are paid exclusively by the payee.
3. In the case of the SHA principle, the Bank debits the payer's account with the amount of fees and commissions by debiting the account indicated in the payment order with an amount separate from the amount of the transfer.
4. If the payer chooses the OUR principle, the Bank will debit the payer's account for the fees with the amount set by the payee's bank immediately after receiving a request for payment by debiting the payer's account from which the transfer was made with an amount separate from the amount of the transfer.

5. In the case of the BEN principle, the Bank debits the payer's account indicated in the transfer with the full amount and reduces the transfer amount by the fees and commissions due to the Bank, which are covered by the payee.
6. If fees of a foreign or domestic bank for the transfer are charged to the payer/payee, he/she undertakes to cover them.
7. The charges of the foreign or domestic bank which the payer is obliged to pay shall be debited to the account from which the transfer was made.
8. In connection with the execution of international money transfers through the Society for International Financial Telecommunication (SWIFT), the United States government administration may have access to personal data. The US authorities have undertaken to use the personal data obtained from SWIFT exclusively for counter-terrorism purposes, respecting the guarantees provided by the European data protection regime expressed in Directive 95 / 46 / EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of data.
9. The account holder must immediately inform the Bank that his/her account will be credited with funds representing a foreign pension benefit. Failure to inform the Bank of this fact may result in the account holder being held criminally liable under specific legislation.
10. The account holder is obliged to deliver to the Bank the decision on granting the benefit constituting a foreign pension in Polish (translation by a sworn translator) and to provide other necessary information for the Bank to fulfil its tax obligations. The scope of information required for the handling of the aforementioned benefits is presented on a form which is made available on the notice board in the bank outlets and on the Bank's website.
11. If the account is credited with funds representing a foreign pension, the Bank will collect the income tax due and the health insurance premium, if the obligation to collect them results from specific tax or insurance regulations respectively.

F. STANDING ORDER

Article 28

1. A standing order is a payment service:
 - 1) consisting in debiting the payer's account with a specified amount and crediting the payee's account with that amount, on the basis of a payment order submitted by the payer;
 - 2) under which payment transactions of a fixed amount are made from the account for which the Bank makes such a service available, with the frequency and at dates specified by the payer in the payment order, which reduce the balance of the payer's account until the standing order is revoked or until the end of the payment cycle.
2. The accounts and currencies for which the Bank makes standing orders available are set out in the Announcement.
3. A payment order for a standing order may be submitted by the payer:
 - 1) at the banking establishment performing this activity;
 - 2) through the electronic banking system, provided that the Bank makes such a way of placing an order available.
4. The Bank's acceptance of a payment order relating to a standing order is conditional upon:
 - 1) the payer has an account with the Bank for which the Bank provides such a service;
 - 2) the submission of a correct payment order regarding a standing order by an authorised person containing the following data:
 - a) the number of the payer's account from which payment transactions under the standing order are to be made, in the IBAN or NRB format,
 - b) the number of the payee's bank account to which the payment transactions under the standing order are to be made, in the IBAN or NRB format,
 - c) data identifying the payee,
 - d) the amount and currency of the payment,

- e) title of payment,
 - f) the payment cycle, including the frequency or timing of payment transactions under a standing order;
- 3) the presentation of a document confirming the identity of the person placing the order, if the order was placed with the bank outlet performing this activity;
 - 4) positive identification by the Bank of the person entitled to submit a payment order on the basis of the documents set out in the Announcement – if the order was submitted at the bank outlet performing this activity, subject to section 5;
 - 5) the lack of occurrence of cases set out in Article 18.1.1–7;
 - 6) obtaining a confirmation of authorisation of a payment order in the situation referred to in Article 17.8;
 - 7) ensuring, at the moment of submitting a standing order via the electronic banking system, sufficient funds on the account for the execution of the payment transaction under that order, for a payment order accepted and made on the same day.
5. In the case of a payment order submitted by a notarised representative (a power of attorney granted in the form of a notarial deed or a power of attorney with a notarially authenticated signature), the acceptance of the payment order by the Bank takes place upon the fulfilment of the conditions referred to in section 4, with the exception of item 4, upon presentation of the power of attorney document and upon signature on the payment order.
 6. The authorisation of a payment order relating to a standing order shall be equivalent to the authorisation of all payment transactions made under the standing order until the standing order is revoked or amended or until the payment cycle ends.
 7. The Bank shall execute payment transactions under a standing order, subject to section 8, at the latest on the first business day following the day on which the order was received by the Bank, in accordance with Article 17.12.
 8. If the day indicated by the payer to debit the account falls on the 29th, 30th or 31st day of the month, the payment transaction will be made in accordance with the payment order with the reservation that in the month of February it will be made on the 28th and in leap years on the 29th of February of the given year, and in other months in which the 31st day of the month does not occur – on the last day of the month.
 9. The choice of the frequency of execution of payment transactions, under a standing order, is made by the payer within the scope of the Bank's offer applicable depending on the access channel, by placing or amending a standing order.
 10. It is a condition for the Bank to execute a payment transaction under a standing order that:
 - 1) the payer has an account with the Bank for which such a service has been made available;
 - 2) to ensure sufficient funds on the account for the execution of the payment transaction under the standing order on the day on which the order was received, in accordance with Article 17.12, at the time of execution of this transaction by the Bank;
 - 3) lack of occurrence of cases justifying a refusal to execute a payment transaction, referred to in Article 18.1.1–7.
 11. The Bank executes payment transactions under a standing order indicating in them the payer's data (including name, address data).
 12. The Bank shall refuse to execute an authorised payment transaction under a standing order if any of the conditions set out in section 10 is not met, as well as in the cases set out in Article 18.1.1–7 and shall notify the payer thereof. If the payer is a user of the electronic banking system, the Bank shall notify the payer of the refusal to execute an authorised payment transaction under a standing order in electronic form. If the payer is not a user of the electronic banking system, the Bank shall notify him/her of the refusal to execute an authorised payment transaction under a standing order in the manner agreed with him.

13. On the day on which the payment transaction under a standing order was received, the Bank shall make an attempt to debit the account with an amount corresponding to the payment amount indicated in the payment order, except for the standing order described in Article 28.4.7, with the last attempt being made at 2 p.m. If at the time of execution of that transaction by the Bank, after the last debit attempt, there are insufficient funds on the payer's account to execute the transaction, the Bank shall refuse to execute that payment transaction, stating as the reason for the refusal, insufficient funds.

Article 29

1. The Payer may amend a payment order relating to a standing order, revoke or reinstate any payment transaction under a standing order, provided that the Bank provides such functionality. This is possible until it is received by the Bank at any time, but no later than by the end of the day preceding the agreed date for the execution of the next payment transaction under the standing order unless the Bank allows a later submission of any of these instructions.
2. The Payer may, at any time until the payment transaction is received by the Bank, revoke a payment order concerning a standing order, which is equivalent to the Bank discontinuing the standing order service unless the Bank allows a later submission of the above instruction.
3. The Payer may change the payment order relating to the standing order with regard to: payment amount, payment title, date and frequency of execution of the transaction or in any other scope, provided that the Bank makes such functionality available.
4. An amendment, cancellation of a payment order relating to a standing order or cancellation or reinstatement of a payment transaction under a standing order may be made by the payer, provided that the Bank makes such a method available:
 - 1) at the banking establishment performing this activity;
 - 2) via the electronic banking system.
5. The modification, cancellation of a payment order relating to a standing order, as well as the cancellation or reinstatement of a payment transaction under a standing order shall have effect from the first business day following the date of submission of any of the aforementioned instructions, unless another functionality is made available by the Bank.

G. DIRECT DEBIT

Article 30

1. Direct debit is a payment service:
 - 1) consisting in debiting a payer's account with a specified amount as a result of a payment transaction initiated by the payee and made on the basis of the payer's consent to debit the account;
 - 2) under which payment transactions of a fixed or variable amount are made from an account for which the Bank provides such a service, until the payer withdraws his/her consent to debit the account or until the end of the period of validity of the consent, at dates specified by the payee in the payment order, which reduce the balance of the payer's account.
2. The accounts and currencies for which the Bank provides direct debit are set out in the Announcement.
3. The condition for making the direct debit service available is:
 - 1) the payer has an account with the Bank for which the Bank provides such a service;
 - 2) the giving of consent by the payer for his/her account to be debited with the amounts specified by the payee, which shall include at least the following details:
 - a) name of payer,
 - b) the payer's account number in IBAN or NRB format,
 - c) the identifier of the payee as specified by the payee,
 - d) the payment identifier agreed with the payee;
 - 3) positive identification of the person authorised to give consent for the debiting of the payer's account:

- a) by the Bank, on the basis of the documents set out in the Announcement, or
 - b) by the payee;
- 4) the lack of occurrence of cases set out in Article 18.1.1-7.
- 4. If any of the conditions set out in section 3 are not met, a payment order for a direct debit shall be regarded as unauthorised.
- 5. There must be consent to debit the account:
 - 1) deposited by the payer with the Bank and the payee, or
 - 2) delivered to the Bank by the payee or the payee's bank in paper or documentary form or a payment order.
- 6. Consent to debit the account may be submitted by the payer to the Bank:
 - 1) at the banking establishment performing this activity;
 - 2) via the electronic banking system, provided that the Bank makes such a method of giving consent available.
- 7. Consent to debit by direct debit shall have effect:
 - 1) not later than on the second business day following the day on which it was submitted by the payer to the Bank – where the payment order was submitted in paper form at the bank outlet performing this activity, provided that the Bank makes available such a method of submitting the order;
 - 2) not later than on the first business day following the day on which it was submitted by the payer to the Bank – if the payment order was submitted in electronic form via the e-banking system, provided that the Bank makes such a method of submitting the order available;
 - 3) no later than the first business day following its receipt by the Bank – where the payment order is not submitted to the Bank.
- 8. The submission of consent to debit the account and the fulfilment of the conditions referred to in section 3 is tantamount to authorisation of all subsequent payment transactions made by direct debit, until the withdrawal of this consent or until the expiry of the consent, if the consent is granted for a specified period of time.
- 9. The payer may cancel any direct debit payment transaction until it is received by the Bank, but no later than the end of the business day preceding the agreed debit day.
- 10. A direct debit payment transaction may be cancelled:
 - 1) at a bank outlet performing such an action, provided that the Bank makes such manner of revoking a payment transaction available;
 - 2) via the electronic banking system, provided that the Bank makes such method of cancelling a payment transaction available.
- 11. The Bank shall execute a payment transaction under a direct debit on the date on which the order was received by the Bank, in accordance with Article 17.13.
- 12. It is a condition for the Bank to execute a payment transaction by direct debit that:
 - 1) the payer's consent, if recorded by the Bank, to debit the account with the amounts specified by the payee;
 - 2) the consistency of the data given in the consent to debit the account with the data in the payment order submitted by the payee, provided that the Bank verifies them;
 - 3) the payer has an account with the Bank for which such a service has been made available;
 - 4) ensuring sufficient funds on the account for the execution of a payment transaction under a direct debit on the day on which the order was received, in accordance with Article 17.13, at the moment of executing this transaction by the Bank;
 - 5) the amount of each direct debit payment transaction does not exceed the maximum amount for that service, as specified by the payer, if such an amount is indicated;
 - 6) the period of validity of the consent specified by the payer has not expired, provided that the consent has been granted for a specified period of time;
 - 7) no cancellation order was submitted for a direct debit payment transaction;
 - 8) lack of occurrence of cases justifying a refusal to execute a payment transaction, referred to in Article 18.1.1-7.

- 13.** The Bank shall refuse to execute an authorised direct debit payment transaction if any of the conditions set out in section 12 are not met, as well as in the cases set out in Article 18.1.1–7, and shall notify the payer thereof. Where the payer is a user of the electronic banking system, the Bank shall notify the payer of the refusal to execute an authorised payment transaction under a direct debit in electronic form. If the payer is not a user of the electronic banking system, the Bank notifies him/her of the refusal to execute an authorised payment transaction for a direct debit in the manner agreed with him/her.

Article 31

- 1.** The payer may request a refund of the amount of each direct debit payment transaction made within a period of 8 weeks, i.e. 56 calendar days from the date on which the account was debited.
- 2.** The payer may request a refund of the amount referred to in section 1:
 - 1)** at a bank outlet performing such an action, provided that the Bank makes such an application available;
 - 2)** through the electronic banking system, provided that the Bank makes such a way of submitting an application available.
- 3.** It is a condition for the refund of the amount of a direct debit payment transaction that:
 - 1)** submitting, within the period set out in section 1, a claim for a refund of the amount of the made direct debit payment transaction, containing the following data
 - a)** name of payer,
 - b)** the payer's account number in IBAN or NRB format,
 - c)** the identifier of the payee as specified by the payee,
 - d)** the payment identifier agreed with the payee,
 - e)** payment amount,
 - f)** the date of execution.
 - 2)** the execution by the Bank of a payment transaction initiated by the payee, which resulted in a debit to the payer's account.
- 4.** The Bank shall refund the amount of the made payment transaction for a direct debit at the latest on the first business day following the day on which it received the request for a refund, by crediting the payer's account with the full amount of the made payment transaction plus interest arising from the interest rate on the payer's account, if that account bears interest, or shall provide a justification for refusing the refund.

Article 32

- 1.** The payer may at any time withdraw consent to debit the account, which is equivalent to the Bank ceasing to provide the direct debit service.
- 2.** The payer may withdraw the consent referred to in section 1:
 - 1)** at the bank outlet performing this activity, provided that the Bank makes such withdrawal of consent available;
 - 2)** via the electronic banking system, provided that the Bank provides such a way of withdrawing consent.
- 3.** Withdrawal of consent to debit the account by direct debit as well as cancellation of a payment transaction by direct debit have effect no later than on the first business day following the day of its submission by the payer to the Bank.
- 4.** The procedure and time limits for withdrawal of consent to debit the account are set out in the Announcement.

IV. CARDS

A. ISSUE OF THE CARD

GENERAL RULES

Article 33

The Bank shall issue a card to an account holder who is a person with full legal capacity upon request made when concluding the account agreement.

Article 34

The Bank shall issue a card in physical form within 8 business days of the date of conclusion of the card agreement or of the day on which the account holder or card user submits an instruction resulting in a new card being issued.

Article 35

The submission by the account holder of instructions concerning a change of the data to be printed on the card, as well as the replacement of the card resulting in the closure of the existing card only upon activation of the new one, shall cause the closure of the card issued to the account. Closing the card in such cases does not terminate the card agreement. The bank issues a new card to replace the closed one.

Article 36

1. The Bank reserves the right to issue a new card or a card with a new number or a new name and at least the same or extended functionality in place of the existing card under the current card agreement in the following situations:
 - 1) if the account holder converts the account into another account under the Bank's offer set out in the Announcement, provided that the Bank makes such conversion available;
 - 2) as a result of an instruction given by the account holder or card user. The types of such instructions are set out in the Announcement.
2. If a new card or a card with a new number or a new name and at least the same or extended functionality is issued in place of the existing card, the Bank will notify the card user. The issuance of a new card in accordance with the above provisions does not require the written form of an annex.

Article 37 (repealed)

B. RULES FOR USING THE CARD

Article 38

1. Subject to section 2, a card is a payment instrument which enables the card user to make:
 - 1) non-cash card transactions (payments for goods and services) at merchants accepting specific card payments issued within the framework of the given payment organisation, in Poland or abroad, including contactless transactions which involve payments made by bringing the card close to the equipment that accepts contactless transactions.
 - 2) non-cash card transactions under Visa Direct services that allow you to make a card transfer, domestically or internationally,
 - 3) cash card transactions at points of sale accepting specific card payments with cards issued within the framework of a given payment organisation, at home or abroad, including
 - a) by placing the card close to the proximity reader of an ATM or cash deposit machine,

- b) cash payments in at the cash deposit machine with the Bank's logo or at any other point accepting card payments to the account to which the card was issued, provided that the Bank makes this type of transaction available,
 - c) cash withdrawals at an ATM or any other point accepting card payments,
 - d) under the cashback service, which allows cash withdrawals during non-cash payments in commercial and service outlets, if a given outlet offers such a possibility, taking into account the amount of the transaction limit for cash withdrawals. The maximum amount of a single cash withdrawal under the cashback service is PLN 1000.
- 4) authorisation of instructions, including payment orders submitted via the internet banking system by the user of that system by bringing it close to a mobile device with the mobile application installed and the NFC function enabled (where the card is in tangible form and the contactless payment function is enabled).
- 2. Contactless transactions are recognised to be effective without the need to confirm them with a signature or a PIN code, provided that the maximum amount of a single transaction cannot exceed the equivalent of PLN 100 in Poland or the equivalent in the currency of the account of the amount of the limit set for such transactions in the relevant country. The Bank reserves the right to require the card user to confirm by a PIN code or signature, contactless transactions up to PLN 100 in Poland or the equivalent in the currency of the account of the amount of the limit set for such transactions in the relevant country. Additionally, it is possible to make contactless transactions in excess of PLN 100 in Poland or in the account currency of the limit amount specified for such transactions in the relevant country provided such transactions are confirmed with a PIN code or a signature. In the case of authorisation by means of a biometric feature identifier or by means of a code entered by the card user on a mobile device or a watch, contactless transactions are recognised to be effective without the need for confirmation by a signature or a PIN code regardless of the transaction amount.
- 3. Card transactions shall be made in the currency of the country in which such transactions are made or in another currency in which the transaction is made by the point accepting card payments in which such transactions are made. In the event that the point accepting card payments offers to make the transaction in a currency other than that of the country in which the transaction is made, the card user may be informed of the fees associated with that transaction and of the exchange rate to be applied when converting the currency of the transaction into another currency at that point accepting card payments. If the card user makes use of the currency conversion service offered by a point accepting card payments at that point, he/she shall be deemed to have agreed to the currency conversion fee or exchange rate applied by that point. In the case described in the preceding sentence, the Bank does not have information on the fees and exchange rate applied by the point accepting card payments.
- 4. Before the initiation of a card transaction denominated in the currency of a Member State, the card user shall be informed of the amount of the total currency conversion charges as percentage mark-up against the most recent euro foreign exchange reference rate published by the European Central Bank. Information on the amount of the aforementioned margin is provided by the Bank on its website www.ing.pl.
- 5. After the card transaction has been made in the currency of a Member State, the card user shall be informed of the amount of the total currency conversion charges as a percentage mark-up against the most recent euro foreign exchange reference rate published by the European Central Bank. Information on the amount of the aforementioned margin is provided by the Bank through a PUSH notification referred to in the rules of the internet banking system. The bank shall send such a notification after each card transaction made in a Member State's currency other than the currency of the account. The card user can opt out of receiving PUSH notifications by disabling this feature on the mobile device on which the mobile application is installed.
- 6. The point accepting card payments may charge an additional commission (foreign fee) on the card transaction to itself. This commission is not a commission of the Bank.
- 7. The Bank shall not be liable for non-performance or improper performance of the card agreement if the reason for the non-performance or improper performance of the card agreement is force majeure.
- 8. The Bank shall not be liable for non-performance of the card agreement where the refusal to perform the agreement is based on generally applicable laws that authorise the Bank not to perform the agreement, in particular the Act on Prevention of Money Laundering and Financing of Terrorism.

Article 39

1. The card is delivered to the card user in an inactive state and it is necessary to activate the card immediately upon receipt in the manner indicated by the Bank on the Bank's website.
2. The card shall only be activated and used by the card user, who shall be liable for use of the card in contravention of the law and these General Terms and Conditions.
3. The execution of a contactless transaction with a physical card is possible after the prior execution of one contact transaction with this card, confirmed with a PIN, at a commercial and service outlet that accepts card payments or at an ATM.
4. The account holder may give an instruction to disable or enable contactless payments on the card, where the authorisation of the order for a card transaction may take place, inter alia, by bringing the card close to the device or inserting it into the device (depending on the device). Such a card, ordered as new, is issued with contactless payments enabled. The message specifies where the Bank enables or disables contactless payments. Contactless payments will be fully disabled once the card has been used to make one contactless transaction confirmed with a PIN code at a merchant or ATM that accepts card payments. Until such a transaction is made, contactless payments will not be completely disabled, which means that it will be possible to make contactless transactions up to PLN 100 in Poland or the equivalent in the currency of the account of the amount of the limit set for such transactions in a given country. Contactless payments will be fully enabled once the card has been used to make one contactless transaction confirmed with a PIN code at a merchant or ATM that accepts card payments. Until such a transaction is made, contactless payments will not be fully enabled, which means that it may not be possible to make contactless transactions up to PLN 100 in Poland or the equivalent in the currency of the account of the limit set for such transactions in the relevant country.

Article 40

1. The card holder is obliged to:
 - 1) signing the card if the card has a signature space;
 - 2) store the card and card data and protect individual authentication data, including the identification code, with due care (the identification code should remain known only to the card holder);
 - 3) not to keep the card together with the identification code;
 - 4) non-accessibility:
 - a) cards,
 - b) a phone on which a third-party application is installed that stores cards issued by the Bank, to any other person, unless this is required for card cancellation;
 - 5) use the card for its intended purpose;
 - 6) immediately report to the Bank the loss, theft, misappropriation of the card or card data, unauthorised use of the card, unauthorised access to the card;
 - 7) immediately report to the Bank the loss, theft or misappropriation of the phone on which a third-party application is installed in which cards issued by the Bank are stored;
 - 8) report to the police theft, misappropriation of the card or card data, use of the card by an unauthorised person, unauthorised access to the card;
 - 9) familiarise yourself with the General Terms and Conditions.

Article 41

The Bank has the right to contact the card user in order to confirm the execution of the card transaction by the card user. The Bank also has the right to require the card user to contact the helpline to confirm the card user's execution of the card transaction.

Article 42

When making a card transaction, the card user may be asked at the relevant point accepting card payments to confirm their identity. In such a case the card holder shall be obliged to produce a document which makes it possible to confirm the card holder's identity and to verify the card holder's details on the card against the details on the document.

Article 43

1. The Bank is authorised to act on a card transaction order issued by the card user or deemed to have been issued by the card user.
2. The Bank executes a card transaction order based on the unique identifier specified by the card user. The unique identifier for card transactions is the card number.
3. The Bank executes an order for a card transaction after the account holder or card user has given its consent to its execution.

Article 44

1. Card transaction orders will be authorised by the card user. Authorisation is done by:
 - 1) entering the identification code;
 - 2) placing a signature on a document confirming the execution of a card transaction – the signature should be consistent with the specimen signature placed on the card;
 - 3) bringing the card close to or inserting it into the device (depending on the device).
2. Authorisation involving the entry of an identification code for contactless transactions made with a card issued by the Bank, stored in a third-party application on the phone and payment with this card using an object such as a watch, may also apply to subsequent transactions made with this card and other cards issued by the Bank, stored in this application. Additional authorisation is not required during the time specified by the provider of this application or until the watch is removed from your wrist or the heart rate monitoring function is disabled.
3. The authorisation may also apply to subsequent card transactions for an amount, time and date agreed between the card user and the point of acceptance for card transactions.
4. Card transactions are irrevocable once the card user has authorised the transaction, subject to the outstanding card transactions referred to in section 3.

Article 45

1. The Bank reserves the right to refuse to execute a card transaction order in the following cases:
 - 1) a defect in the order consisting in at least: an incorrect card number, identification code or signature not matching the specimen signature on the card;
 - 2) closed, cancelled, blocked, inactive, invalid cards;
 - 3) insufficient funds on the card account to complete the card transaction;
 - 4) blocking of funds on the account;
 - 5) account blocking (inability to make deposits and withdrawals), account closing or account termination;
 - 6) failure of the account holder or card user to submit or update to the Bank a document confirming his/her or her identification details;
 - 7) referred to in Article 18.1.7;
 - 8) force majeure.
2. The Bank shall not be liable for any damage resulting from a refusal to carry out an order for the reasons set out in section 1 and for reasons that violate the provisions of law referred to in Article 21.

3. The Bank informs the card user of the refusal to execute the card transaction referred to in section 1 by displaying or transmitting a message at the point accepting card payments at or through which the card transaction is made. If the Bank refuses to execute an order for a card transaction after it has received information about the payment transaction, the Bank will notify the card user unless applicable law does not allow the card user to be informed.

Article 46

1. The Bank allows the card to be used 24 hours a day, subject to the provisions of section 2 and Article 71.
2. The Bank reserves the right to carry out upgrades, updates and regular technical maintenance of the card handling system. The dates for upgrades, updates or regular technical maintenance shall be communicated at least 3 days in advance via the internet banking system (for users of this system), or on the Bank's website. During the announced dates of upgrades, updates or technical maintenance, the Bank does not ensure round-the-clock use of the card by performing card transactions as some or all of the card functionalities may be disabled or limited as a result of the aforementioned activities – technical interruptions. During the announced period of upgrade, update or technical maintenance, the use of the card by performing card transactions or some of its functions may be prevented.

Article 47

1. In the case of transactions made using the PIN code, the third consecutive entry of an incorrect PIN code will result in the card being blocked and card transactions being prevented.
2. The message specifies where the Bank enables the card to be unblocked.
3. If the card user fails to unblock the card within 30 calendar days, the Bank will cancel the card.
4. If the card is seized in the devices with Bank's logo such as an ATM or cash deposit machine, the user is obliged to immediately cancel the card in the Internet banking system or contact the helpline or the bank outlet performing this activity immediately in order to cancel the seized card and obtain information on further proceedings.
5. If the card user fails to cancel the card, which has been seized in devices with the Bank's logo such as an ATM or cash deposit machine, the Bank will cancel the card within 30 days of the seizure.
6. If the card is seized at an ATM or cash deposit machine, the user is obliged to immediately cancel the card in the Internet banking system or contact the helpline or the bank outlet performing this activity in order to cancel the seized card and obtain information on further proceedings.

C. RULES FOR SETTLEMENT OF CARD TRANSACTIONS

Article 48

All settlements of card transactions are made in the currency of the account to which the card has been issued, unless the agreement provides otherwise.

Article 49

1. Card transactions are processed within transaction limits:
 - 1) the daily non-cash limit also includes transactions authorised by bringing the card close to the device;
 - 2) the daily cash limit also includes transactions authorised by bringing the card close to the device.

Article 50

1. The account holder must maintain sufficient funds on the account to ensure settlement of all card transactions made.

2. The account holder authorises the Bank by granting it an irrevocable authorisation, during the term of the agreement, to debit the card account in respect of a card transaction, including a transaction authorised by bringing the card close to the device, regardless of the amount of funds available on the account or even in the absence of such funds on the account, without any separate declarations to that effect.
3. The settlement of a card transaction that is not covered by the account balance gives rise to a debt resulting in a debit balance that the account holder is obliged to repay immediately.

Article 51

1. The time limit for the execution of a card transaction order starts from the moment the Bank receives that order.
2. Subject to Article 51.6 and Article 51.7, the time of receipt of an order for a card transaction by the Bank is each day on which the Bank receives information from the payment organisation about card transactions to be settled.
3. Once a card transaction has taken place, the merchant processing the transaction sends an order to the clearing centre, which then passes information about the transaction to the payment organisation. The day as well as the time of receipt from the payment organisation of information on card transactions for settlement is independent of the Bank. This period is up to 8 calendar days from the date of the transaction. In certain cases, as defined by the payment organisation, the maximum time limit for receiving card transaction information from the payment organisation for settlement is 30 calendar days.
4. The Bank shall settle card transactions as soon as it receives information from the payment organisation about card transactions to be settled, no later than the next business day following that day. The average settlement time for card transactions is 3 calendar days from the date of the card transaction.
5. If within a maximum period of 30 calendar days from the date of the transaction the Bank does not receive information from the payment organisation about card transactions to be settled, notifies the account holder on the statement to the account that the deadline has been exceeded.
6. When card transactions are made at an ATM with the Bank's logo, the moment the Bank receives the order is the day on which the transaction was made.
7. In the case of card transactions made at the cash deposit machine with the Bank's logo, provided that the Bank makes this type of transaction available, the moment the Bank receives the order is the day on which the transaction was made.
8. A card transaction may reduce the balance available on the account, either by blocking the amount of the card transaction on the account or by automatically debiting the account with the amount of the card transaction. In the case of card transactions that result in a blockade, the blockade is lifted when the account is debited with the amount of the card transaction. The Bank shall maintain the block on the account for no longer than 8 calendar days from the date of the transaction. If the Bank does not receive information on card transactions for settlement from the payment organisation within this period, the blockade is lifted. The absence of a blockade for the amount of a card transaction or the making of a blockade for an incomplete amount of a card transaction or the lifting of the blockade does not relieve the account holder from the obligation to maintain sufficient funds in the account ensuring the settlement of all card transactions made by the card user.
9. If the exact amount of the card transaction is not known at the time when the card user agrees to execute the card transaction, the Bank will only block funds on the account if the card user has agreed to block the specified amount.
10. Subject to Article 51.11, the debiting / crediting of the account with the amount of the card transaction will take place immediately, no later than on the next business day after the Bank receives information from the payment organisation about the card transaction to be settled.
11. If a card transaction is made at an ATM with the Bank's logo, the account will be debited/credited with the amount of the card transaction immediately, no later than within 3 business days following the day on which the card transaction was made.
12. If a cash deposit is made at a cash deposit machine with the Bank's logo, provided that the Bank makes this type of transaction available, the account shall be credited immediately upon receipt of the funds, no later than on the same day on which the deposit is made.

13. For transactions made in a currency other than PLN, the amount of the blockade referred to in section 8 may differ from the amount of the transaction booked on the account.

Article 52

1. Card transactions including card transfers made in the currency of the account are settled by the Bank on the account directly in that currency.
2. Card transactions made in a currency other than the currency of the account shall be converted into the currency of the account by the payment organisation using the rate in force at that organisation.
3. Card transfers made in a currency other than the currency of the account shall be converted into the currency of the account by the payment organisation using the rate in force at that organisation.
4. The exchange rates used by the payment organisation shall be available on the website of that payment organisation.

Article 53

1. Card transactions are charged to the account holder:
 - 1) made by the card user;
 - 2) resulting from the use of a lost or stolen card, subject to section 2;
 - 3) resulting from the misappropriation of the card.
2. The account holder is charged with unauthorised card transactions up to the equivalent in Polish zlotys (PLN) of 50 euro, established with the application of the average exchange rate announced by the National Bank of Poland (NBP) in force on the day of the transaction resulting from the situations referred to in section 1.2 and 3.
3. The account holder is not liable for unauthorised card transactions where:
 - 1) he/she had no way of knowing that the card had been lost, stolen or misappropriated before the card transaction was made, except where he/she acted deliberately,
 - 2) the loss of the card before the execution of the card transaction was caused by an act or omission of the Bank or entities indicated in Article 6(10) of the Payment Services Act.
4. The account holder is liable for unauthorised card transactions in the full amount if the card user caused them intentionally or as a result of a deliberate or grossly negligent breach of at least one of the duties indicated in Article 40.1.
5. After notification in accordance with Article 40.1.6–8, the account holder is not liable for unauthorised card transactions unless the card user deliberately caused the unauthorised card transaction.

Article 54

1. The account holder may apply to the Bank for a refund of the amount of an authorised card transaction initiated by or through the payee, which has already been made, within eight weeks counted from the date on which the account was debited, if the following conditions are met:
 - 1) the exact amount of the card transaction was not specified at the time of authorisation, and
 - 2) the amount of the card transaction is higher than the amount charged under the circumstances which the account holder could reasonably have expected, taking into account the card user's previous type and level of spending, the terms of the card agreement and the General Terms and Conditions and circumstances relevant to the case, and
 - 3) the transaction was made in euro, in Polish zloty (PLN) or in the currency of another Member State.
2. In the case referred to in section 1.2, the account holder may not rely on currency conversion reasons if the reference exchange rate was used.
3. If requested by the Bank, the account holder must provide factual circumstances indicating that the conditions set out in section 1 occurred.
4. Within 10 business days from the date of receipt by the Bank of the request for reimbursement referred to in section 1, the Bank shall either refund the full amount of the card transaction or provide a justification for refusing the reimbursement, indicating the authorities to which the card user may refer the matter.

D. REPORTING THE LOSS OF THE CARD, CANCELLING THE CARD AND BLOCKING THE CARD

Article 55

1. The account holder or the card user must report to the Bank the loss, theft, misappropriation or unauthorised use of the card or unauthorised access to the card immediately after becoming aware of these facts. The Bank accepts reports 24 hours a day on the telephone numbers listed on the Bank's website. Confirmation of the Bank's receipt of a report is provided to the requesting person by the date, time and minute of report receipt. The account holder or card user may also cancel the card in the Internet banking system.
2. The notification referred to in section 1 is the basis for cancelling the card. Cancellation of the card is irrevocable.
3. The card may be blocked – after providing the required data necessary to block the card – by the card finder, banks, the Police, Payment Organisations or any other third party.
4. In the case of loss, theft, misappropriation or unauthorised use of a phone on which a third-party application is installed in which a card issued by the Bank is stored, the account holder or card user is obliged to immediately cancel the card stored in the third-party application and remove the phone from the list of trusted mobile devices (as defined in the general terms and conditions of the internet banking system).

Article 56

1. The Bank reserves the right to:
 - 1) temporarily prevent card transactions,
 - 2) temporarily prevent the use of the account (temporary blocking of the account),
 - 3) temporarily block the card,
 - 4) cancel the card,in the event of compelling reasons, i.e.:
 - a) a reasonable suspicion of damage to the Bank or to the account holder,
 - b) the occurrence of circumstances indicating a material risk of unauthorised access by third parties to the account,
 - c) a reasonable suspicion of unauthorised or unlawful use of the card,
 - d) failure to present or update an identity document to the Bank,
 - e) the Bank's suspicion of unauthorised use of a payment instrument or deliberately causing an unauthorised payment transaction,
 - f) when required by law.
2. The Bank shall immediately inform the account holder or card user of the actions referred to in section 1. by telephone, via the internet banking system or by a text message. If no such contact is possible, the Bank reserves the right to send the above information to the correspondence address of the account holder or card user.
3. If the card is temporarily blocked by the Bank due to a justified suspicion that the Bank or the account holder has suffered damage or a justified suspicion of unauthorised or unlawful use of the card, the card user may:
 - 1) unblock the card in the Internet banking system if the Bank provides such a possibility,
 - 2) cancel the card in the Internet banking system,
 - 3) unblock or cancel the card by contacting the Bank's helpline.In the card user fails to remove the blocking or to cancel the card within 30 calendar days, counting from the date of temporary blocking, the Bank shall close the card.
4. If it is temporarily prevented from making transactions with the card or temporary blockade of the account or if the card is temporarily blocked due to the card user's failure to present or update his/her identity document to the Bank, the Bank will enable the card user to make transactions with the card or use the account or will unblock the card once the card user has presented or updated his/her identity document to the Bank.

5. Once the reasons giving rise to the temporary blocking of the account by the Bank have ceased, the Bank will unblock the account and allow the account holder to use it. The temporary blocking of the account by the Bank will not last longer than 14 days, except that in cases where it is necessary for the Bank to obtain information or documents from other entities, authorities or institutions it will not last longer than 21 days.
6. Notwithstanding the temporary blocking of an account by the Bank in accordance with the Regulations, the Bank may block the account in accordance with the rules of law.
7. The card user may temporarily block the card for a maximum of 30 calendar days. The message specifies where the card user can block and unblock the card. If the card user fails to unblock the card within 30 calendar days, the Bank will close the card.

E. TERMINATION OF THE CARD AGREEMENT

Article 57

1. The termination of the account agreement results in the termination of the card agreement and immediate closure of the card issued for that account.
2. The account holder may terminate the card agreement at any time without notice, in writing, subject to termination of the agreement by means of the internet banking systems, provided that the Bank provides such a method of submitting instructions.
3. The card agreement is terminated upon the cancellation of the card as referred to in Article 47.3 and 5, Article 55 and Article 56, unless within 14 days of the cancellation of the card the account holder gives an instruction to order a card in place of the cancelled one. The announcement specifies where the card user can order a card in place of the cancelled one.
4. The card agreement is terminated on the date of the card user's death. The documents proving the death of the card holder are set out in Article 65.6. In this case, the Bank shall cancel the card. Card transactions made before the death of the card user who is not the account holder and settled by the Bank after the termination of the agreement shall be debited to the account.

F. OTHER PROVISIONS

Article 58

The account holder is obliged to return to the Bank the amounts of card transactions made during the card's validity and settled by the Bank after the card's validity is lost, the card is closed or the account to which the card was issued is closed.

Article 59

1. The card is the property of the Bank.
2. If the card is closed, cancelled, lost validity of the card or if a new card is issued under the instructions set out in Article 35 with regard to the existing card, the card must be returned by the card user to the Bank or destroyed by the card user. In both cases, the card should be destroyed in a permanent manner, i.e. cut along the magnetic strip and the microchip, unless the card is in electronically stored form only.

Article 60

1. The Bank shall have the right, during the term of the card agreement, to replace the card issued to the card user with another card bearing the mark of a different payment organisation, with a different name with new technological/technical solutions, provided that all of the following conditions are met:
 - 1) the new card will have at least the same functionality as the previous one;
 - 2) the fees or commission for issuing or using the new card, in respect of the same functionalities, will be no higher on the date of issue of the new card than the fees or commission for issuing or using the old card;
 - 3) the settlement currency will remain unchanged.The issuance of a new card in accordance with the above provisions does not require the written form of an annex.
2. The Bank shall notify the account holder about the replacement of the card referred to in section 1 no later than two months before the proposed effective date of the change. If the account holder does not object to the changes in writing prior to the proposed effective date, the account holder shall be deemed to have agreed to them. The account holder has the right, before the date proposed for the entry into force of the changes, to terminate the agreement without charge, effective from the date on which the changes are communicated to it, but no later than the date on which the changes would apply. In the event that the account holder objects but does not terminate the agreement, the agreement will terminate on the day prior to the effective date of the proposed changes, without charge. The account holder is obliged to fulfil the obligation resulting from Article 59.2 and to immediately repay the overdraft balance at the latest on the date of termination/expiry of the agreement under pain of instituting enforcement proceedings by the Bank.

Article 61

Important telephone numbers for activation, handling and cancellation of cards are set out on the Bank's website.

V. ADDITIONAL PROVISIONS

A. COMPLAINTS

Article 62

1. The account holder or card user has the right to make a complaint. A complaint can be made:
 - 1) in electronic form:
 - a) via the internet banking system,
 - b) to the electronic delivery address listed in the electronic address database on the Bank's website;
 - 2) orally:
 - a) by telephone at the numbers indicated on the Bank's website, (call cost at operator rates),
 - b) in person at the bank outlet performing this activity;
 - 3) in writing:
 - a) by post to the Bank's address as indicated on the Bank's website,
 - b) in person at the bank outlet performing this activity.
2. The Bank shall provide an answer to the complaint on a durable medium using the same channel (with the exception of verbal complaints) with which you lodged your complaint, unless you inform us that you wish to receive it through another channel.

3. The Bank shall respond without delay, but no later than within 15 business days (for complaints relating to payment services) and 30 days (for complaints not relating to payment services), counting from the date of receipt. In particularly complicated cases, which make it impossible to handle the complaint and provide a response within this period, the period may be extended, but may not exceed 35 business days (for complaints relating to payment services) and 60 days (for complaints not relating to payment services), counting from the date of receipt of the complaint. The Bank will inform the account holder or card user of the reasons for the delay, indicate the circumstances that need to be established in order to handle the complaint, the expected date for the completion of the complaint procedure.
4. During the complaint procedure the Bank may ask the account holder or card user to provide additional explanations or documents. If it is necessary to clarify additional circumstances in connection with the complaint procedure, the Bank reserves the right to contact the client by telephone at the telephone number indicated by the client for contacting the Bank.
5. If a complaint is not accepted by the Bank, the client has the right to appeal.
6. The account holder authorises the Bank, by granting in this respect an irrevocable – for the term of the agreement – power of attorney to conditionally credit his/her account with the disputed amount and, if the Bank does not accept the complaint, to debit his/her account with the disputed amount which the account was conditionally credited. The Bank will make a conditional acknowledgement 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 the Bank does not accept the complaint, it shall debit the account of the holder – on the date of complaint handling – with the disputed amount of the transaction for which the account was conditionally credited. The account holder agrees to any debit balance resulting from this debit.

Article 63

1. The account holder is obliged to immediately notify the Bank of the non-delivery of an account statement which includes a list of settled transactions, no later than within 14 calendar days counted from the date of its preparation.
2. The account holder or card user must immediately report to the Bank any incorrectly initiated, unauthorised, non-made or unduly made payment transactions. If the account holder does not make the notification referred to in the previous sentence within 13 months of the date on which the account was debited or the date on which the transaction was to be made, claims for unauthorised, non-made or unduly made payment transactions shall lapse.
The account holder or card user makes the notification referred to in the preceding sentence in the manner set out in Article 62.1.
3. Where a payment order is submitted by the payer or initiated by the provider providing the payment transaction initiation service, the Bank, as the payer's provider, shall be liable to the payer for non-execution or inadequate execution of the payment transaction, subject to the following cases:
 - 1) the payer has failed to notify identified unauthorised, non-made or inadequately made payment transactions within 13 months of the date on which the payment account was debited or the date on which the transaction was to be made;
 - 2) the unique identifier provided by the payer was incorrect;
 - 3) force majeure or if the non-execution or improper execution of the payment order results from other legal provisions,unless he/she proves that the account of the payee's provider was credited no later than the end of the next business day after the day on which the order was received or, in the case of payment orders referred to in Article 25.4, no later than the end of the second business day after the day on which the Bank received the payment order.

4. Where a payment order is submitted by the payer, if the Bank, as the payer's provider, is liable under section 3, it shall immediately refund to the payer the amount of the non-made or unduly made payment transaction or, where the payer uses the account, restore the debited account to the state in which it would have been had the non-execution or unduly made payment transaction not occurred.
Where a payment order is submitted by the payer to the provider of the service of initiating the payment transaction, if the Bank, as the payer's provider, is liable under section 3, it shall refund to the payer the amount of the unauthorised, non-made or inadequately made payment transaction and, if necessary, restore the debited account to the state in which it would have been had the undue execution not occurred.
5. If the account of the payee's provider is credited within the time limits set out in section 3, the payee's provider shall be liable to the payee for non-execution or incorrect execution of the payment transaction.
6. Where the payee's provider is liable under section 5, he/she shall immediately place at the payee's disposal the amount of the payment transaction or, where the payee uses the account, credit the payee's account with an appropriate amount in order to restore the account to a state that would have existed had the non-execution or incorrect execution of the payment transaction not occurred.
7. Where a payment order is initiated by or through the payee, the Bank, as the payee's provider, shall be liable to the payee for the correct transmission of the payment order to the payer's provider within the time agreed between the payee and his/her provider, subject to the following:
 - 1) the payer has failed to notify identified unauthorised, non-made or inadequately made payment transactions within 13 months of the date on which the payment account was debited or the date on which the transaction was to be made;
 - 2) the unique identifier provided by the payer was incorrect;
 - 3) force majeure or if the non-execution or improper execution of the payment order results from other legal provisions.
8. If the payee's provider is liable under section 7, it shall immediately transmit the payment order again to the payer's bank.
9. Where the cash deposit is not made available on the account immediately upon receipt of the funds and at the latest on the same business day, the payee's provider shall be liable to the payee for non-performance or improper performance of the payment transaction, subject to the following cases:
 - 1) the payer has failed to notify identified unauthorised, non-made or inadequately made payment transactions within 13 months of the date on which the payment account was debited or the date on which the transaction was to be made;
 - 2) the unique identifier provided by the payer was incorrect;
 - 3) force majeure or if the non-execution or improper execution of the payment order results from other legal provisions.
10. Where the payee's provider is liable in accordance with section 9, he/she shall make the amount of the payment transaction available to the payee immediately after crediting it to the payee's provider's account.
11. In the case of a non-made or improperly made payment transaction for which the payee's provider is not liable under sections 9 and 10, the payer's provider shall be liable to the payer, in which case section 4 shall apply.
12. In the case of a non-made or improperly made payment transaction:
 - 1) initiated by the payer, his/her provider shall, regardless of liability under section 3, at the payer's request, take immediate action to trace the payment transaction and notify the payer of the outcome;
 - 2) initiated by or through the payee, his/her provider shall, regardless of liability under sections 7 and 9, at the payee's request, make immediate efforts to trace the payment transaction and notify the payee of the outcome.

13. In the case of an unauthorised payment transaction on the account by a person authorised to dispose of the account, the Bank shall return immediately – no later, however, than by the end of the business day following the day on which it was ascertained that the unauthorised transaction had been debited from the payer’s account or the day on which the Bank received the relevant notification, except where the payer’s provider has reasonable and duly documented grounds to suspect fraud and informs in writing the authorities appointed for the prosecution of crimes, the amount of the unauthorised payment transaction and restores the debited account to the state it would have been in had the unauthorised payment transaction not taken place.
14. Where a payment transaction is initiated through the provider of the payment transaction initiation service, the Bank shall, without delay, and in any event no later than the end of the business day following the day on which it was ascertained that an unauthorised transaction had been debited from the payer’s account or the day on which it received the relevant notification, refund to the payer the amount of the unauthorised payment transaction and, where applicable, restore the debited payment account to the state in which it would have been had the unauthorised payment transaction not taken place.
15. Where the Bank, in accordance with applicable law, does not require strong authentication of the payer, the payer shall not be liable for unauthorised payment transactions unless he/she has acted intentionally.
16. In the event that the Bank accepts an account holder’s complaint concerning an unauthorised, non-made or inadequately made payment transaction, the funds due shall be returned to the account from which the order was previously made, or if the account has been closed, in another manner agreed by the parties.
17. The Bank shall handle complaints on the same basis irrespective of whether the complaint was submitted by the payer directly to the Bank or by the payment transaction initiation service provider.

Article 64

1. The card user’s signature on a written complaint about transactions made with the card must match the signature on the card if there is space for the signature on the card.
2. In the case of a complaint about a card transaction being the consequence of theft, misappropriation of the card or suspicion of its use by an unauthorised person or unauthorised access to the card, the account holder or card user must provide the Bank with confirmation of any police report of theft of the card or suspicion of its use by an unauthorised person.
3. The card user is obliged to keep documents confirming the completion or non-completion of the transaction in order to document any possible complaints.

B. PROCEEDINGS IN THE EVENT OF THE DEATH OF THE account holder, DEATH DISPOSITION, REIMBURSEMENT OF FUNERAL EXPENSES, WITHDRAWAL OF FUNDS AFTER THE DEATH OF THE account holder

Article 65

1. The account holder may instruct the Bank, in writing or via the internet banking system, as long as the Bank makes such submission available, to disburse after his/her death a specified amount of money from the account to persons indicated by him, as set out in generally applicable laws (deposit instruction in the event of death, also referred to as an instruction in the event of death). For this purpose, the account holder shall submit an instruction in case of death on the Bank’s form.
2. A deposit instruction in the event of death may be changed or revoked at any time by the account holder in writing or via the internet banking system, provided that the Bank makes such a method available.
3. If the account holder has issued more than one instruction in case of death, and the total amount of instructions exceeds the limit referred to in section 7, the instruction issued later takes precedence over the instruction issued earlier.
4. The amount of the withdrawal in accordance with section 1 shall not be included in the inheritance of the account holder.

5. Persons to whom sums have been paid out pursuant to the instruction in case of death in contravention of section 3 shall be liable to reimburse them to the holder's heirs.
6. The Bank shall execute the disposition in case of death in accordance with the law and the rules indicated in the form. The Bank disburses funds from an instruction in case of death after receiving reliable documents confirming the account holder's death. Credible documents that confirm the death of the account holder are considered:
 - a full or abridged copy of the death certificate;
 - a death certificate;
 - a letter from the pension authority;
 - information from the register of the Public Electronic System for Population Registration (PESEL);
 - letters from the police, the court, the bailiff, and
 - another verifiable document confirming the account holder's death.

If a given document raises doubts, in particular, as to its authenticity or confirmation of the fact or date of the account holder's death or there are other significant circumstances resulting in doubts as to the fact or date of the account holder's death, the Bank will consider a full or abridged copy of the death certificate as the document confirming the fact of death, unless a court ruling or the law provides otherwise.

7. The amount of the payment referred to in section 1, regardless of the number of instructions given, may not be higher than twenty times the average monthly remuneration in the enterprise sector excluding payments of rewards from profit, announced by the President of the Central Statistical Office for the last month before the account holder's death. The Bank shall make public information on the maximum amount of instructions in case of death that can be executed in a given calendar month. The above information is available at bank outlets or on the Bank's website.
8. The account holder must immediately notify the Bank of any change in any of the data provided by him/her to and on the form.
9. If the Bank receives information about the death of the account holder who issued a deposit instruction in the event of death, the Bank is obliged to immediately notify the persons indicated by the account holder of the possibility of withdrawing the specified amount.
10. If the decision on confirmation of inheritance acquisition or the registered deed of succession from the account holder prepared in the prescribed form contain a note about the person of the legatee and the subject of the legacy, the Bank deems that the account holder has established a legatee and makes payments in accordance with section 10.
11. The provisions of these General Terms and Conditions relating to heirs shall apply mutatis mutandis to a legatee with a decision confirming the acquisition of the inheritance or a registered certificate of inheritance in the legally prescribed form containing a note regarding the person of the legatee and the subject of the legacy, with the proviso that if the person entitled is a legatee, he/she shall take precedence over an heir.

Article 66

In exceptional cases, the Bank has the right to block an account on the basis of public and undisputed information on the death of the account holder.

Article 67

1. The death of the account holder shall also produce the effects described in this paragraph on the claims of the legatee or the heirs.

2. If the Bank receives a reliable document confirming the account holder's death – the funds accumulated on the account, subject to possible earlier disbursement on account of funeral expenses incurred or execution of an instruction in the event of death – the Bank shall disburse to the vindicatory legatee, and if no vindicatory legatee has been established – to the heir(s), upon presentation of a valid court order confirming the acquisition of the inheritance or a registered deed of certification of inheritance prepared by a notary public, and in the case where no vindicatory legatee has been established and there is more than one heir, after additionally submitting to the Bank, by all entitled persons, a declaration on division of the inheritance with regard to the funds deposited on the account or delivering the already executed division of the inheritance or partial division of the inheritance with regard to the funds deposited on the account(s), in the form of a notarial deed or a court ruling.

Article 68

1. The provisions of Article 65.6 and Article 65.10 and Article 67 shall also apply after the date of delivery to the Bank of information on the account holder's death.
2. Payments in respect of a legacy, inheritance, instructions in the event of death and funeral expenses shall be made in cash or in a non-cash form to accounts held with the Bank or with another domestic bank.

C. FINAL PROVISIONS

Article 69

1. The Bank shall execute only those instructions which are ordered by the person authorised to dispose of the account and that person has been positively identified by the Bank on the basis of the documents set out in the Announcement, subject to the requirements concerning instructions given through the electronic banking system and card transactions or in any other manner agreed by the parties to the agreement.
2. With the exception of instructions in the form of a notarial deed drawn up in the country and by a notary public of a country with which the Republic of Poland has signed an agreement on legal aid in civil cases, in the case of instructions with respect to which the General Terms and Conditions provide for the possibility of submitting them by correspondence from the country or from abroad, the authenticity of the signature of the person authorised to submit the instruction must be certified:
 - 1) in the country by a notary public;
 - 2) abroad by a Polish diplomatic mission, consular post or notary of a country with which the Republic of Poland has signed an agreement on legal assistance in civil matters or confirmed by an official or notarial certificate together with an apostille within the meaning of the Convention.
3. The account holder declarations referred to in Article 13.1, Article 57.2, Article 60.2, and Article 86.3 may be sent by correspondence without meeting the conditions set out in Article 69.2. However, the Bank reserves the right to carry out additional verification of the statements submitted.
4. The instruction referred to in section 2 submitted by correspondence must contain all data necessary for its execution.
5. If the account holder gives an instruction which is a payment order at the bank outlet performing this activity or via the helpline and is an Internet banking system user, he/she can, as far as the Bank makes such a possibility available, authorise such an instruction by giving at this outlet or via the helpline the authorisation code received by means of a text message sent by the Bank to his/her mobile phone number indicated for authorisation or authorises such an instruction in the mobile application.
6. If the account holder gives an instruction which is not a payment order at the bank outlet performing this activity or via the helpline and is an Internet banking system user, he/she may, as long as the Bank makes such a possibility available, authorise such an instruction by giving at this outlet or via the helpline the authorisation code received by means of a text message sent by the Bank to his/her mobile telephone number indicated for authorisation or authorises such an instruction in the mobile application.

7. If the Bank makes such a possibility available, the account holder may give an instruction which is a payment order or an instruction which is not a payment order and authorise it by placing a signature on an electronic device at the bank outlet performing this activity, in accordance with Article 7(1) of the Banking Law, after providing the Bank with his/her or her identification data and having the identity of the person making the statement confirmed by a Bank employee. The documents on the basis of which the Bank confirms identity are set out in the Announcement. The electronic device shall ensure the recording and integrity of the content of the declaration, the signature given and the date and time of the declaration. If the account holder's declaration of intent is related to the establishment, performance, change, termination, dissolution or expiry of legal relations binding him/her with the Bank and requires the Bank to make a declaration of intent, the Bank shall make an electronic signature by including in its content the identification data of its representative, i.e. the employee's first and last name and identification number.

Article 70

1. The Bank reserves the right to correct any amount incorrectly credited to the account itself.
2. In the case of a debit balance, the Bank shall charge interest at an increased rate per annum. The increased interest shall be calculated at a floating interest rate.
3. The amount of the increased interest charged by the Bank in the case of a debit balance is equal to twice the amount of the statutory interest for delay. Statutory interest for late payment is the sum of the reference rate of the National Bank of Poland and 5.5 percentage points. If the rate of statutory interest for late payment changes, the amount of the increased interest shall automatically change so that it is always twice the rate of statutory interest for late payment.
4. A change in the amount of the increased interest does not require notification by the Bank.

Article 71

Funds held in accounts held for a single person shall be exempt from judicial or administrative attachment on the basis of an enforceable title, up to the amount laid down in banking law. In the case of enforcement against an account, based on an enforcement order, the client – within the amount statutorily exempt from enforcement attachment – has the option to:

- make card transactions at merchants accepting card transactions,
- make ATM withdrawals,
- make withdrawals of funds from third party cashpoints using the card,
- make cash withdrawals as defined in Article 23.1,
- execute transfers within the meaning of Article 24.1 and 2.

Article 72

1. The Bank shall, in accordance with the method of delivery of correspondence described in the following provisions, provide the account holder with correspondence in the form of a notification:
 - 1) sent to your postal address,
 - 2) collected at the bank outlet performing this activity,
 - 3) sent by the internet banking system,
 - 4) sent by any other means agreed upon by the parties to the agreement, insofar as the bank provides for such a possibility,as declared on the personal data form, subject to section 2.
2. If the account holder is a user of the internet banking system, the Bank shall send correspondence only through this system in the form of an electronic record.
3. Notification of each change in the account balance (on a statement), of a change to the General Terms and Conditions shall be given by the Bank in one of the above-mentioned ways, in the form of a notification on a permanent information carrier.

Article 73

Upon request of the person authorised to dispose of the account, the Bank shall deliver on paper or on another durable medium, any contractual terms and conditions binding the account holder to the Bank.

Article 74

1. The Bank shall prepare a statement containing information on any change in the account balance, including the preparation of a statement of payment transactions:
 - 1) monthly – drawn up once a month for a period of one month;
 - 2) current – i.e. on demand, drawn up for the period from the last statement to the current date;
 - 3) historical – i.e. on request, drawn up for any of the completed periods referred to in items 1 and 2.
2. Account statements shall be made available on the day following the account opening date.

Article 75

Irrespective of the account holder's choice concerning the method of delivering correspondence referred to in Article 72 the Bank reserves the right to send to the account holder at his/her correspondence address notifications resulting from improper performance of the agreement by the account holder or resulting from requirements imposed by generally applicable laws.

Article 76

1. The data of the account holder, the account notarised representative and the declarations required by the Bank, shall be submitted by the aforementioned persons on a separate form and shall be used by the Bank as applicable to all agreements for products or services offered by the Bank to which these persons are or will be parties. The form is an integral part of the agreement to the extent governed by this paragraph. The data required by the Bank for the account holder, the account notarised representative, are set out in the Announcement.
2. The Bank reserves the right to obtain from the client his/her mobile phone number, electronic address in order to contact the client by any means of electronic communication or direct remote communication e.g. e-mail addresses, telephone(s), visiophones, text/MMS messages in matters agreed with him/her, related to the concluded agreement.
3. The account holder, or account notarised representative, is obliged to immediately notify the Bank of any change in any of the data provided by him/her to and included in the form and – with respect to certain data – to submit relevant documents confirming the change.
4. A change of data may be made – provided that the Bank provides such a way of changing data:
 - 1) at the banking establishment performing this activity or
 - 2) by correspondence after fulfilling the conditions set forth in Article 69.2, or
 - 3) via the electronic banking system, or
 - 4) via the Bank's helpline.
5. The Bank reserves the right to refuse to carry out an instruction which is not a payment order in the event of:
 - 1) the presentation of a forged, invalid or withheld document by the person giving the instruction at the bank outlet making this transaction;
 - 2) the failure of the person making the instruction to produce or update at the Bank an identity document.
6. The holder is obliged to comply with the security rules set out in the agreement or in the relevant rules, as the risk associated with the financial service lies in the use by unauthorised persons of the payment card or the holder's identification data allowing access to the electronic banking system.
7. The account holder may not perform, with the use of the card or payment services, payment transactions related to participation in online gambling unless the game is operated in accordance with the Gambling Act. The Bank has the right to refuse to process such transactions.

Article 77

1. The account holder, the account notarised representative are obliged to immediately inform the Bank about the loss of a document that allows the client to identify the client in order to block this document. Documents to identify the client are set out in the Announcement.
2. Valid telephone numbers for the purpose of impounding and cancelling the impounding of an identity document are set out in the Announcement.

Article 78

Once a document has been objected to, the Bank shall be liable for instructions carried out at bank outlets performing this activity from the moment of acceptance of the objection.

Article 79

The Bank performs activities related to the transfer of accounts between banks.

Article 80

If the account holder, despite receiving a separate request, does not fulfil his/her or her obligations to the Bank under the agreement, the Bank is entitled to make personal data and other information covered by banking secrecy available to the Polish Bank Association (ZBP) in Warsaw ul. Kruczkowskiego 8, which operates the Bank Register system and in connection with its operation is an institution referred to in Article 105(4) of the Banking Law.

Article 81

The language used in the Bank's relations with the account holder is Polish. The governing law governing the Bank's relationship with the account holder prior to the conclusion of the agreement and the law applicable to the conclusion and performance of the agreement shall be Polish law.

Article 82

The protection of the funds in the holder's account is guaranteed by the Bank Guarantee Fund in accordance with the principles set out in the Act on that Fund and in the Information Sheet for Depositors appended to the General Terms and Conditions. The current Depositor Information Sheet is also available at bank outlets and on the Bank's website. Funds of entities that under the Act on this Fund, are not covered by the guarantee system that are not considered depositors – including, in particular, those that have not been identified by the Bank in accordance with the Act on this Fund, are not covered by the guarantee protection.

Article 83

1. The Bank's client is obliged to determine its tax status. The Bank changes the tax status on the basis of a valid tax residence certificate provided by the client. If the client fails to specify his/her tax status, the Bank assumes it on the principles analogous to those of the foreign exchange status, i.e. on the basis of the place of residence indicated by the client, resulting from the presentation of a document allowing the client to be identified or the client's statement. If the tax status is different from the foreign exchange status, then the client is obliged to notify the Bank of this fact.
2. In addition, the Bank, may, at any time, request from the account holder information and documents to enable it to duly comply with the obligations imposed by tax legislation, FATCA or the CRS regulations, including with regard to the determination of tax residency and the presentation/submission of the account holder's tax identification number for the indicated tax residences.

Article 84

1. The application by the Bank, as a payer of personal income tax, of the tax rate resulting from the relevant agreement on avoidance of double taxation or the non-payment of tax in accordance with such agreement is possible on condition that the taxpayer's place of residence for tax purposes is documented with a valid tax residency certificate obtained from the client. From the date of delivery of the tax residency certificate to the Bank, the Bank is obliged to apply the rates resulting from double taxation treaties. In the case of any changes to the data shown in the tax residency certificate or the expiry of its validity, the Bank's client shall immediately provide a current tax residency certificate.
2. The Bank, as an entity obliged to submit information, tax returns, may request from the client information, documents, tax identification number (e.g. PESEL, TIN) supporting the due performance of obligations imposed by tax regulations.

Article 85

1. Any disputes arising from the agreement may be settled out of court. Requests can be submitted to:
 - 1) Financial Ombudsman, website: www.rf.gov.pl. The Ombudsman acts in compliance with the Act on review of complaints by financial market entities, the Act on the Financial Ombudsman and the Act on the Financial Education Fund,
 - 2) The Bank Arbitrator operating at the Polish Bank Association, website: www.zbp.pl/dla-konsumentow/arbiter-bankowy/dzialalnosc. The Arbitrator shall resolve the dispute and issue his/her award in accordance with the general terms and conditions of the Banking Consumer Arbitration.
2. The account holder may also request the assistance of a consumer ombudsman (municipal or county).
3. The competent court for disputes related to the performance of the Agreement shall be the court with territorial jurisdiction determined in accordance with the provisions of the Code of Civil Procedure.

Article 86

1. The Bank reserves the right to amend the General Terms and Conditions for valid reasons. The following reasons shall be deemed to be valid and shall result in the necessity to amend the General Terms and Conditions to the extent necessary for that reason:
 - 1) the introduction of new or amended provisions of law governing the provision of services by the Bank or governing the use of such services by the account holder under the agreement concluded with it;
 - 2) issuance of a decision, recommendation, position, ruling or other document by a supervisory authority or other authorised entity specifying the principles of provision of services by the Bank or specifying the principles of use of these services by the account holder under the agreement concluded with it;
 - 3) extension, change or limitation of the functionality of the services, change of the principles of using the services by the account holder, introduction of new services, resignation from performing certain activities which are the subject of the services provided by the Bank under the agreement concluded with the account holder;
 - 4) changes to the Bank's IT system resulting from:
 - a) improvements to the Bank's IT systems due to technological developments,
 - b) mandatory changes made by payment organisations with respect to card issuers and owners of ATMs or cash deposit machines,
 - c) mandatory changes made to interbank settlement systems in respect of participants in those systems,
 - d) affecting the services provided by the Bank or the terms of use of those services by the account holder under the agreement concluded with it.as declared on the personal data form, subject to section 2.
2. The Bank shall notify the account holder of those changes to the General Terms and Conditions that relate to the services provided to the account holder under the agreement concluded with him.

3. The Bank shall notify the account holder of changes to the General Terms and Conditions, with respect to this account and the services provided to it, as declared by the account holder, in the manner set out in Article 72, no later than two months before the proposed effective date of the changes. If the account holder does not object to the changes in writing prior to the proposed effective date, the account holder shall be deemed to have agreed to them. The account holder has the right, before the date proposed for the entry into force of the changes, to terminate the agreement without charge, effective from the date on which the changes are communicated to it, but no later than the date on which the changes would apply. In the event that the account holder objects but does not terminate the agreement, the agreement will terminate on the day prior to the effective date of the proposed changes, without charge. The account holder must repay the overdraft balance immediately – at the latest on the date of termination/expiry of the agreement, under pain of instituting enforcement proceedings by the Bank, and in the case of termination/expiry of the card agreement also to fulfil the obligation resulting from Article 59.2.
4. A change to the Terms and Conditions due to the extension of the functionality of existing services or the introduction of new services does not require its termination, as long as it does not change the principles of the services provided to the account holder under the agreement concluded with him.
5. An amendment of the appendix to the General Terms and Conditions referred to in Article 82, resulting from an amendment of the Bank Guarantee Fund Act, shall not constitute an amendment to the General Terms and Conditions. The current content of the appendix shall be made available on the notice board in bank outlets and on the Bank's website.
6. A change to the content of the Announcement does not result in an amendment to the General Terms and Conditions and does not require the Announcement to be terminated. The current content of the Announcement is made available on the notice board in bank outlets and on the Bank's website.
7. A change to the contents of the List shall not result in an amendment to the General Terms and Conditions and shall not require the List to be terminated. The current content of the List is made available on the notice board in bank outlets and on the Bank's website.

VI. ACCOUNT HOLDER OBLIGATIONS. RULES OF THE BANK'S AND THE ACCOUNT HOLDER'S LIABILITY

Article 87

1. The account holder is obliged to use the account and the card with due diligence. The obligation of the account holder to exercise due diligence means reasonable, careful, and cautious use of the account and the card. The obligation to exercise due diligence also includes the duty to refrain from actions or omissions that would allow third parties to gain access to the account and the card.
2. The account holder is obliged to:
 - 1) use the account in accordance with its purpose as described in the General Terms and Conditions;
 - 2) securely store issued cards or mobile devices in which the card has been stored (e.g. mobile phones);
 - 3) not store the card together with the identification code or the mobile device with the identification code for this device;
 - 4) not to provide third parties with access to the mobile device (e.g. mobile phone) on which the card is stored and to secure access to such devices with an appropriate password or identification code known only to the account holder;
 - 5) not to install or allow to be installed software on the mobile device on which the card is stored that would enable third parties to access the account or the card;
 - 6) not to connect the mobile device in which the card is installed to another device that would enable third parties to gain access to the mobile device, including taking control of the device or managing its functions;
 - 7) secure the mobile device in which the card is stored against malware or third party access by:
 - a) installing only legal software on the device,

- b) installing anti-virus software, provided that it may be free of charge,
 - c) setting a code, password or PIN or other security measure for access to the device on which the card is stored,
 - d) not allowing third party biometric characteristics to be stored on the device on which the card is stored or on any other device used for strong authentication or authorisation, e.g. facial characteristics (face ID function) or fingerprints, vascular image (touch ID function),
- 8) report to the police theft, misappropriation of the card or card data, use of the card by an unauthorised person, unauthorised access to the card.
3. In the event of loss, theft, misappropriation of identity documents, the account holder shall immediately:
 - 1) notify the Bank,
 - 2) block the PESEL number,
 - 3) block the identity documents in the relevant databases.
 4. In the event of the loss, theft, misappropriation of the identification code or the phone in which the card is stored, the account holder must immediately:
 - 1) block permanently lost, stolen or misappropriated cards,
 - 2) notify the Bank of the incident and the object that has been lost, stolen or misappropriated,
 - 3) change the identification code.
 5. The reports or notifications referred to in section 3 and 4 may be submitted via the Internet banking system, by telephone via the helpline or at the bank outlet carrying out this activity.

Article 88

1. The account holder must comply with the following rules regarding the authorisation of payment orders:
2. before each authorisation, check whether the payment order is in accordance with the payer's intention, and if the payer receives information from the Bank before the authorisation, he/she is obliged to familiarise himself/herself with this information,
3. notify the Bank immediately of any unauthorised, incorrectly initiated, non-executed or improperly executed payment transactions.
4. In the event that the consent to execute the transaction was not given by the payer, it is deemed that such an instruction was not authorised.

Article 89

1. In the event that the account holder breaches one or more of the obligations described in Article 87 88, it is assumed that the account holder is not using the System in accordance with the General Terms and Conditions.
2. The account holder will be liable for unauthorised transactions to the full extent if they were the result of an intentional or grossly negligent breach of at least one of the obligations pursuant to Articles 87 and 88.
3. Subject to section 2, the account holder is liable for unauthorised transactions is limited to the equivalent in Polish currency of 50 euros, converted at the average exchange rate of the euro published by the NBP, in force on the day of the user's transaction if the unauthorized transaction results from:
 - 1) the use of individual authentication data or an identification code lost or stolen by the payer,
 - 2) misappropriation of authentication data or an identification code by a third party.
4. The account holder will not be liable for unauthorised transactions where:
 - 1) he/she had no way of ascertaining the loss, theft or misappropriation of the authentication data or an identification code before the execution of the payment transaction, except in cases where the payer acted intentionally, or
 - 2) the loss of authentication data or an identification code before the execution of the transaction was caused by an act or omission on the part of the Bank or entities specified in Article 6(10) of the Payment Services Act.

5. Subject to the cases described in sections 2 and 3, in the event of an unauthorised transaction, the Bank will reimburse the amount of the unauthorised transaction to the account holder immediately – but no later than by the end of the business day following the day on which the unauthorised transaction was discovered or the day on which the report was received – except where the Bank has reasonable and duly documented grounds to suspect fraud and informs, in writing, the authorities appointed for the prosecution of crimes. In the event that the account holder uses a payment account and a refund is due under the above rule, the Bank shall restore the debited account to the state it would have been in had the unauthorized payment transaction not occurred.
6. The account holder is not be liable for unauthorised transactions executed after the payer has reported to the Bank the loss, theft, misappropriation of the payment instrument or the unauthorised use of the identification code, as well as unauthorised access to the account or the card, unless the payer has acted intentionally.
7. If the transaction was unauthorized and the Bank did not require the payer to use strong authentication, the account holder shall not be liable for unauthorized payment transactions unless he/she acted intentionally. This does not apply in cases where, in accordance with legal regulations, the Bank was entitled to waive the requirement for strong authentication. In the event that the recipient or the recipient's provider does not accept the payer's strong authentication, they shall be liable for the damage incurred by the Bank.
8. If the account holder does not report unauthorized, incorrectly initiated, unexecuted, or improperly executed payment transactions within 13 months from the date the account was debited or the date the transaction was supposed to be executed, the account holder's claims regarding unauthorized, unexecuted, or improperly executed payment transactions shall expire.

Article 90

1. On 29 June 2026, we need to change the IT system. For this reason, on 29 June 2026, all provisions of the General Terms and Conditions relating to the virtual form of contactless Visa card and the functionality of performing transactions with this form of card will cease to apply. As of this date, cards in virtual form will cease to operate.
2. At the latest two months prior to the change in the General Terms and Conditions, we will offer you another technological solution that has the same functions as the virtual form of the card. You will not incur start-up fees for the new solution.
3. You will receive a message from us about the change to the General Terms and Conditions. In addition, we will inform you at least twice that we are phasing out the virtual form of the card from 29 June 2026.

The General Terms and Conditions shall come into force on 29 June 2026.

