

GENERAL TERMS AND CONDITIONS OF CONCLUDING FX TRANSACTIONS WITH IMMEDIATE DELIVERY BY INDIVIDUAL CLIENTS AND ENTREPRENEURS AT ING BANK ŚLĄSKI S.A.

REGULAMIN ZAWIERANIA TRANSAKCJI WYMIANY WALUTOWEJ Z DOSTAWĄ NATYCHMIASTOWĄ PRZEZ KLIENTÓW INDYWIDUALNYCH I PRZEDSIĘBIORCÓW W ING BANKU ŚLĄSKIM S.A.[EN]

1. DEFINITIONS

The terms used in these General Terms and Conditions shall mean:

- 1.1. **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;
- 1.2. **authorisation** – consent given by the Client to execute his/her transaction instruction in the form and procedure provided for in these General Terms and Conditions;
- 1.3. **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-up capital of PLN 130,100,000, NIP 634-013-54-75, with an international identification code in the SWIFT system (BIC) – INGBPLPW, e-mail address: info@ing.pl, subject to supervision by the Polish Financial Supervision Authority, with its registered office in Warsaw, Piękna 20, 00-549 Warsaw;
- 1.4. **posting date** – the date on which the transaction is made, i.e. the Client's account is credited or debited with the transaction; the posting date is the date on which the FX service is performed under these General Terms and Conditions;
- 1.5. **transaction date** – the date on which the parameters are agreed between the parties to the transaction or the date of acceptance of the offer;
- 1.6. **business day** – a day other than a Saturday or other than a public holiday;
- 1.7. **Kantor** – a service available in the Moje ING internet banking system that allows making non-cash transactions for which the exchange rate is determined each time at the Client's request;
- 1.8. **Client:**
 - a) natural persons having the status of resident, non-resident or non-resident third country within the meaning of the applicable FX law,
 - b) entities with the status of a resident, being natural persons conducting economic activity, civil partnerships of natural persons, general partnerships of natural persons, partnerships of natural persons to which the provisions of the Accounting Act do not apply, and housing communities, as well as other holders of settlement accounts or term deposits covered by the General Terms and

Conditions of providing services by ING Bank Śląski S.A. within the scope of maintaining bank accounts;

- 1.9. **non-cash rate** – FX rate established by the Bank in the Table for non-cash transactions, or the rate offered at Kantor;
- 1.10. **cash rate** – FX rate established by the Bank in the Table for cash transactions;
- 1.11. **currency rate / exchange rate** – is the price at which the base currency is exchanged for a non-base currency, expressed as a number of units of the non-base currency in relation to the base currency. The exchange rate is published in the Bank's Exchange Rate Tables (reference exchange rate) or is offered at Kantor. The rate offered by Kantor is for the person actually making the transaction, this rate may be different for the account holder and his/her proxy for the account;
- 1.12. **cross rate** – an FX rate established by the Bank, where the non-base currency is a currency other than PLN;
- 1.13. **purchase amount** – the amount of the currency to be received by the Client from the Bank on the posting date;
- 1.14. **sale amount** – the amount of currency that the Client is obliged to transfer to the Bank on the posting date;
- 1.15. **NBP** – National Bank of Poland;
- 1.16. **currency pair** – currencies traded;
- 1.17. **transaction parameters** – the parameters of a transaction that need to be agreed in order for the transaction to take place. Those are: (a) the parties to the transaction, (b) the purchase amount and its currency, (c) the sale amount and its currency, (d) currency rate/exchange rate, (e) date of transaction, (f) posting date;
- 1.18. **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. For the purposes of these General Terms and Conditions, a branch for entrepreneurs shall be treated as a bank outlet;
- 1.19. **banking law** – the Act of 29 August 1997 – *Banking Law* and its implementing rules;
- 1.20. **Foreign exchange law** – the Act of 27 July 2002 – *Foreign Exchange Law* and implementing provisions to this Act;
- 1.21. **account** – in the meaning of the General Terms and Conditions of providing services by ING Bank Śląski S.A. within the scope of maintaining payment accounts for natural persons or settlement account in the meaning of the General Terms and Conditions by ING Bank Śląski S.A. as part of maintaining bank accounts;
- 1.22. **bank account** – an account or any other bank account held with the Bank or with other domestic or foreign banks;
- 1.23. **General Terms and Conditions** – these General Terms and Conditions of concluding FX transactions with immediate delivery by Individual Clients and Entrepreneurs at ING Bank Śląski S.A.;
- 1.24. **parties** – the Client and the Bank;
- 1.25. **Exchange Rate Table / the Bank's Exchange Rate Table** – the table of reference exchange rates announced by the Bank on the Bank's website or at the Bank's outlet, containing the exchange rate for non-cash and cash payment transactions, valid 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;
- 1.26. **Non-cash table** – The Bank's exchange rate table used for non-cash payment transactions involving the account;

- 1.27. **Cash table** – the Bank's exchange rate table used for cash transactions;
- 1.28. **offer validity** – means the date and time of the offer validity specified by the Client when submitting the offer, until which the Bank may at the latest accept the offer;
- 1.29. **transaction / currency conversion** – FX transaction with immediate delivery, i.e. an expression of the value of one currency in another currency, with delivery no later than the second business day after the transaction date;
- 1.30. **non-cash transaction** – a transaction not involving a physical cash withdrawal at/ from a cash desk of the Bank, to which we apply the exchange rate from the Non-cash Table or the exchange rate proposed at Kantor;
- 1.31. **cash transaction** – a transaction combined with a physical cash deposit/withdrawal at/ from a cash desk of the Bank, to which the rates from the Cash Table are applied;
- 1.32. **base currency** – the currency of a currency pair whose value, expressed in the amount of the other currency, is equal to the exchange rate;
- 1.33. **non-base currency** – the second currency of a currency pair, different from the base currency;
- 1.34. **List** – a list of activities carried out in bank 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;
- 1.35. **order** – an order to set the exchange rate;
- 1.36. **Table of Fees and Commissions** – a table of fees and commissions binding for Clients;
- 1.37. **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 to check 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.

The above applies to the singular or plural of the definitions used.

2. GENERAL PROVISIONS

- 2.1. FX trading with foreign countries and trading in foreign currencies in Poland is carried out in compliance with the applicable provisions of the Banking Law and the Foreign Exchange Law.
- 2.2. The Bank establishes in these General Terms and Conditions of concluding FX transactions with immediate delivery.
- 2.3. The Bank applies FX rates in operations with Clients in which currency conversion takes place, on the principles set out in these General Terms and Conditions, unless the general terms and conditions or agreements relating to individual products provide otherwise.
- 2.4. The Bank offers Clients to make transactions for currencies published in the Bank's Exchange Rate Tables, subject to item 2.5.
- 2.5. The Bank makes cash transactions only for those currencies that are published in the Cash Table and have not been marked as currencies for which the Bank does not make such transactions.
- 2.6. The Bank makes cash transactions within the framework of instructions submitted by Clients for whom the Bank has a form with personal data, signed in connection with the conclusion of an agreement with the Bank.

- 2.7. The Bank reserves the right to change the list of currencies published in the Bank's Exchange Rate Tables.
- 2.8. The Bank, for the purpose of determining exchange rates in operations with Clients in which currency conversion takes place, profiles personal data concerning the Client under the terms of the Regulation of the European Parliament and of the Council (EU) No. 2016/679 of 27 April 2016 on the principles set out in these General Terms and Conditions – General Data Protection Regulation.
Profiling occurs only to the extent necessary to determine the exchange rate proposed to a specific Client.
- 2.9. Fees and commissions for FX services provided under the General Terms and Conditions are set out in the Table of Fees and Commissions.
- 2.10. The Client may be obliged to incur, for the benefit of third parties, additional costs associated with the use of certain means of communication in order to use the Bank's service provided under these General Terms and Conditions (e.g. Internet connection costs). In the case of remote acceptance of these General Terms and Conditions – in accordance with the Consumer Rights Act – the Client has no right of withdrawal. The absence of the right of withdrawal is due to the nature of the currency exchange (acquisition) service, which is carried out at the rate on a specific date after acceptance of these General Terms and Conditions.

3. BANK RATE TABLES

- 3.1. Exchange rate tables published by the Bank and intended for Clients are available in bank outlets and on the Bank's website(www.ing.pl).
- 3.2. The tables published on the Internet (www.ing.pl) in the financial service are for information purposes only. The website also contains archived Exchange Rate Tables.
- 3.3. Exchange rate tables are published on the days when the average exchange rate is announced by the NBP and are valid on the day and from the time they are announced by the Bank for transactions concluded on that day at a given time, subject to item 3.4.
- 3.4. On days when Exchange Rate Tables are not published, at bank outlets open (e.g. Saturdays), the Bank concludes cash transactions based on the latest applicable Cash Table from the last preceding business day.
- 3.5. On days when the Tables are not published, the Bank does not conclude non-cash transactions subject to item 3.6.
- 3.6. On days when the Tables are not published, the Bank enters into non-cash transactions if the agreements with the Client or the principles set out in separate product general terms and conditions so provide. In this case, the transaction is made on the basis of the first Cashless Table from the first business day following the day of the order. In the event of termination of the account agreement through the internet banking system, any transactions related to the termination of the agreement that require currency conversion shall be converted based on the latest non-cash Table in force at the Bank.
- 3.7. The Bank is entitled to change the Exchange Rate Table unilaterally. The change does not require prior notification to the Client. Amendments shall enter into force upon the announcement of the revised Exchange Rate Table. The Exchange Rate Table currently in effect at the time the terms and conditions of the transaction are agreed shall be deemed to apply.

4. PRINCIPLES FOR THE APPLICATION OF EXCHANGE RATES

- 4.1. The Non-Cash Table and the Cash Table are published by the Bank on business days during the hours when the Bank is open for business.
- 4.2. The Bank uses the exchange rates set out in the Exchange Rate Table for:
 - a) non-cash credit or debit transactions made with the account involving currency conversion, such as:
 - (i) outgoing and incoming transfer;
 - (ii) internal transfer between accounts/bank accounts held with the Bank;
 - b) cash FX transactions effected via the Bank's cash desk in the event that the currency of the transaction is different from the currency being deposited/withdrawn (buy/sell for cash settlements);
 - c) transactions related to credit products involving currency conversion under the principles set out in separate general terms and conditions or credit product agreements.
- 4.3. Non-cash and cash exchange rates are applied on days and during hours when the Tables are in force, subject to items 3.4 – 3.6 and currency conversions performed at Kantor.
- 4.4. In the event that a transaction concerns payments that are past due within the meaning of agreements concluded with the Bank, the Bank shall apply the non-cash exchange rate from the current Exchange Rate Table, i.e. the rate in force at the time the transaction is settled, with the exception of situations in which the transaction becomes past due due to the undertaking of explanatory actions for incoming transactions indicated in item 4.2(a)(i). For these transactions, the Bank will use the exchange rate from the moment the parameters of the transaction were agreed.
- 4.5. In the case of transactions that are related to the debiting of the account in accordance with the agreement concluded by the Client, unless the regulations for individual products provide otherwise, the debiting shall take place:
 - a) from the account in PLN and the withdrawal from the account is made in a currency other than PLN, the Bank shall use the selling rate of that currency determined at the time of setting the transaction parameters;
 - b) from the account in a currency other than PLN and the withdrawal from the account is made in PLN, for determining the PLN equivalent the Bank shall apply the buy rate for that currency determined at the time of establishing the transaction parameters.
- 4.6. In the case of transactions that are related to the crediting of the account in accordance with the agreement concluded by the Client, including the repayment of liabilities to the Bank, unless the regulations for individual products provide otherwise, the crediting takes place:
 - a) to the account in PLN and the amount of the credit is expressed in a currency other than PLN, for the purpose of determining the equivalent value in the currency of the account, the Bank shall apply the buy rate for that currency determined at the time of determining the transaction parameters;
 - b) to the account in a currency other than PLN, and the amount of the credit is expressed in PLN, for determining the equivalent in the currency of the account the Bank uses the selling rate of that currency determined at the time of setting the transaction parameters.
- 4.7. When the non-base currency is a currency other than PLN, the exchange rate is determined by the ratio of the respective exchange rates of the base currency and the non-base currency from the Non-Cash Table or Cash Table to PLN (cross rate). The method of calculating the cross rate is presented on the Bank's website.
- 4.8. In the case of the transactions indicated in item 4.2.b) for the determination of equivalence:
 - a) foreign currency to be exchanged into PLN, the Bank uses the buy rate from the binding Cash table for the foreign currency to be exchanged,
 - b) PLN currency to be exchanged into a foreign currency, the Bank applies the selling rate from the applicable Cash Table for the foreign currency to be exchanged.
- 4.9. If in the withdrawal transactions specified in item 4.2.b) the withdrawal made from the account would require a withdrawal in foreign currency coins, for such coins in an amount smaller than the lowest

foreign currency denomination available in the banknote, the Bank will convert this amount into its PLN equivalent using the average NBP exchange rate indicated in the valid Exchange Rate Table of the Bank.

5. GENERAL TERMS AND CONDITIONS FOR NON-CASH TRANSACTIONS

- 5.1. Transactions may be ordered by the Client provided that he/she has sufficient funds in his/her account in the amount of the sale amount until the transaction is posted.
- 5.2. The Bank may decide to block the amount of funds referred to in item 5.1 on the account as security for the execution of the transaction. In this case, the blocking will take place from the moment the Client authorises the transaction parameters provided by the Bank until the transaction is posted.
- 5.3. For transactions made on the basis of the exchange rates determined in accordance with the procedure adopted in these General Terms and Conditions, unless other General Terms and Conditions provide otherwise, the Bank shall apply a posting date equal to the transaction date, subject to incoming transfers indicated in item 4.2.a)(i). For such incoming transfers, if the account indicated for crediting is in a currency other than the currency of the transfer, the Bank shall convert it into the currency of the account using the reference exchange rates from the Bank's Exchange Rate Table in force at the time 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) from another bank, unless separately concluded agreements provide otherwise. In the case of an incoming transfer order 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.
- 5.4. If the Client fails to comply with the terms and conditions of the transaction, the Client authorises the Bank to debit the Client's accounts with the Bank with all amounts arising from the execution of the transaction regardless of the balances. If the security referred to in item 5.2 has been established, the Bank will first use this security.
- 5.5. The value of the transaction/conversion must not be less than the basic monetary unit of the currency concerned.
- 5.6. On the posting date, the Client shall transfer to the Bank the sale amount and the Bank shall transfer to the Client the purchase amount.
- 5.7. When concluding a transaction, the Client is obliged to inform the Bank:
 - a) of the account to be debited with the sale amount, unless he/she otherwise indicates the Client's funds from which the Bank may debit the sale amount, and
 - b) about the account to be credited with the purchase amount.
- 5.8. In the event that the parties have not designated a transaction parameter that is subject to an arithmetic calculation from the specified transaction parameters, such transaction parameter shall be deemed to be determined in an amount consistent with such calculation once the remaining transaction parameters have been determined.
- 5.9. The parties may define the parameters of a transaction using wording different from that provided for in these General Terms and Conditions, in particular those used in trading practice, if it is possible to properly assign to them the parameters of a transaction as defined in the General Terms and Conditions.

6. THE CONDITIONS FOR CONCLUDING TRANSACTIONS USING A NON-CASH EXCHANGE RATE DETERMINED EACH TIME BY THE BANK AND ACCEPTED BY THE Client ON REQUEST

- 6.1. In order to conclude a transaction using the non-cash exchange rate agreed upon between the Client and the Bank, the Client shall conclude the transaction at Kantor via the Internet banking system if the Bank makes such a service available.
- 6.2. If the Client concludes transactions in the mode specified in the above section, the conclusion of the transaction takes place via the Internet banking system at the moment of the Client's acceptance of the transaction parameters indicated in this system.
- 6.3. Transactions with the application of the non-cash exchange rate specified in item 6.1 may be ordered and made at Kantor 24 hours a day, 7 days a week, unless the general terms and conditions for individual products applicable to the Client or separately concluded agreements provide otherwise.
- 6.4. Transactions concluded in the mode specified in item 6.1 may be submitted by a Client over 18 years of age who has access to the Moje ING internet banking system. Kantor is not made available to Clients who are users of the Moje ING internet banking system in the form of the User Module specified in the agreement for this system. Transactions are carried out between the Client's accounts (except for savings accounts) in the currencies of these accounts.
- 6.5. If the Client enters into transactions in the manner set out in item 6.1 then:
 - a) the minimum single purchase/sale amount which entitles to conduct a currency exchange transaction is EUR 5.00 or its equivalent in another currency rounded up to full currency units using the average exchange rate quoted in the Bank's Exchange Rate Table, and if both currencies of the parties to the transaction are other than PLN, the purchase/sale amount is determined by comparing the exchange rates of these currencies to PLN. The NBP mid-rate will not be used in this case to make the transaction, but only to determine the equivalent of the buy/sell amount (in the case of currencies other than EUR);
 - b) the maximum single currency exchange amount, subject to an automatic currency exchange order, shall be EUR 5 million – for transactions ordered between 8.00 a.m. and 5.30 p.m. Monday to Friday or EUR 25,000 – at other hours, on Saturdays and public holidays or the equivalent of these amounts in another currency calculated at the average rate of exchange from the Bank's Exchange Rate Table rounded up to full currency units, and if both currencies of the parties to the transaction are currencies other than PLN the purchase/sale amount is determined by comparing the exchange rates of these currencies to PLN. The NBP mid-rate will not be used in this case to make the transaction, but only to determine the equivalent of the buy/sell amount (in the case of currencies other than EUR).

In the case of automatic ordering of currency exchange, the maximum one-time amount of currency exchange for the functionality is 10 thousand per instruction (regardless of currency).
- 6.6. As part of the Kantor service, the Bank may provide notification functionality. Notifications consist in sending to the Client via the Internet banking system information about reaching a specific exchange rate previously indicated by the Client at Kantor. The Client may order instructions within this functionality 24 hours a day, 7 days a week. The Client may submit a maximum of 10 notification instructions. The Client shall specify the expiry date of each notification, which shall not exceed 31 days counted from the date of the instruction.
- 6.7. As part of the Kantor service, the Bank may provide the functionality of an automatic currency exchange order. The automatic currency exchange order consists in the Bank's execution of a currency exchange transaction according to the parameters previously defined at Kantor by the Client, in particular transactions at the exchange rate indicated by the Client.

The Client may order instructions within this functionality 24 hours a day, 7 days a week. The Client can place a maximum of 10 automatic currency exchange orders. The Client shall specify the expiry date of each order, which may not exceed 31 days counted from the date of the instruction. The Client's submission of an instruction for an automatic currency exchange order implies his/her consent to the execution of this order by the Bank as soon as the exchange rate indicated by the Client is reached.

7. STATEMENTS AND ASSURANCES

7.1. The Client making the transaction:

- a) will act on his/her own behalf and will make his/her own decision to enter into each transaction;
- b) acknowledge that the information and explanations of transactions are not to be considered as investment advice or as an advice or recommendation to deal;
- c) has not received any guarantee or assurance from the Bank as to the expected outcome of the transaction;
- d) acknowledges that the Bank does not act for the Client as a fiduciary or advisor in relation to FX transactions;
- e) has obtained all regulatory approvals and authorisations necessary to make the transactions.

7.2. The Client represents and warrants to the Bank that by entering into each Transaction:

- a) has read and accepted the General Terms and Conditions and is aware of the risks involved in entering into transactions, in particular:
 - (i) credit risk, consisting of the risk that one of the Parties may fail to meet its obligations arising from the transaction.
 - (ii) operational risk, consisting of the possibility of systems, human or management error having a direct or indirect impact on the timing, value or settlement of a transaction entered into.
 - (iii) financial risks arising from changes in FX rates, including the exchange rates on interbank markets or the rates announced by the NBP.
 - (iv) the possibility of not having access to the Kantor functionality in the Moje ING internet banking system.

The value of the individual parameters of a transaction is determined at the time the transaction is concluded (on the transaction date) and changes in the value of the parameters of the market environment are possible during the period of the transaction. This risk also applies to exchange rate risk, in the case of the incoming transfers indicated in item 4.2 a)(i), for which currency exchange takes place at the moment described in item 5.3. General Terms and Conditions.

- b) he/she acts on his/her own account and makes his/her own independent decisions as to the conclusion and execution of transactions, and as to whether a transaction entered into is suitable for him, based on his/her own investigation and analysis and the advice of his/her advisers as he/she sees fit,
- c) consider, without relying on the information provided by the Bank, all risks associated with the transaction, in particular market, legal, tax and accounting risks, as well as potential losses that may arise from the transactions concluded,
- d) acknowledges that the Bank is not liable for Client losses caused by changes in market factors, in particular those related to changes in exchange rates and interest rates. Such changes, in the view of the parties, do not constitute an extraordinary change in relations and the parties are fully aware of the impact of such changes on their obligations.

7.3. The Client agrees that the representations and warranties in Articles 7.1 and 7.2 above shall be deemed to be repeated by the Client on the date of each transaction.

8. AMENDMENT TO THE GENERAL TERMS AND CONDITIONS

- 8.1. The Bank reserves the right to amend the General Terms and Conditions for important 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 legal provisions specifying the principles for the provision of services by the Bank or specifying the principles for the use of such services by the Client under these General Terms and Conditions,
 - 2) the issuance of a decision, recommendation, recommendation, position, ruling or other document by a supervisory authority or other authorised entity specifying the principles for the provision of services by the Bank or specifying the principles for the use of such services by the Client under these General Terms and Conditions,
 - 3) extension, change or limitation of the functionality of the services, change of the principles of using the services by the Client, introduction of new services, abandonment of certain activities which are the subject of the services provided by the Bank under these General Terms and Conditions,
 - 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 to payment systems or interbank settlement systems in relation to participants in such systems,
 - c) changes of software suppliers resulting in changes in the functionality of the Bank's IT system, affecting the services provided by the Bank or the Client's use of such services under these General Terms and Conditions.
- 8.2. The amendments to the Terms and Conditions shall not apply to transactions entered into prior to the date of the amendments to the General Terms and Conditions and whose completion date falls after the date of the amendments.

9. FINAL PROVISIONS

- 9.1. The General Terms and Conditions in force at the time of conclusion of the transaction shall be delivered to the Client prior to conclusion of the transaction.
- 9.2. All notices from the Bank to the Client shall be addressed by the Bank to the last address indicated by the Client, known to the Bank.
- 9.3. In matters not regulated by these General Terms and Conditions the relevant provisions of law shall apply, in particular the Banking Law, the Foreign Exchange Law and the Civil Code.
- 9.4. Any disputes arising from the interpretation or application of these General Terms and Conditions shall be settled by the competent court determined in accordance with the provisions of the Code of Civil Procedure.
- 9.5. The Client shall be obliged to immediately notify the Bank of any unauthorised, non-executed or improperly executed payment transactions discovered. It is also possible to submit complaints on other issues concerning the provision of the service under these General Terms and Conditions.
- 9.6. The Client is entitled to make a complaint. The Bank provides the following ways to make a complaint:
 - 1) in electronic form:
 - a) via the internet banking system,
 - b) to the electronic delivery address indicated on the Bank's website, if the Bank has such an address;
 - 2) orally:
 - a) by telephone at the numbers indicated on the Bank's website,
 - b) in person at the bank outlet carrying out this operation.
 - 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 carrying out this operation.
- 9.7. The Bank shall respond to the complaint in one of the following ways:
 - 1) in electronic form:
 - a) through the Internet banking system, provided that the Client is a user of this system, in accordance with the principles provided for in the general terms and conditions of the Internet banking system,
 - b) to the electronic delivery address indicated by the Client, provided that the Bank is able to reply to this address, or in one of the following ways selected by the Client:
 - 2) in paper form – to be collected at the bank outlet carrying out this operation or sent to a postal address,
 - 3) on another durable medium, if the contracting parties so agree.
- 9.8. 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 Client of the reasons for the delay, indicate the circumstances that need to be established in order to consider the complaint, the expected date for the completion of the complaint procedure.
- 9.9. During the complaint procedure the Bank may ask the Client 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.
- 9.10. If a complaint is not accepted by the Bank, the Client has the right to appeal.

- 9.11. Any disputes that arise from the agreement concluded by the Bank and the Client may be settled out of court. Requests can be submitted to:
- 1) Financial Ombudsman, website : www.rf.gov.pl. The Ombudsman acts in accordance with the Act on Complaints Handling by Financial Market Operators and the Financial Ombudsman,
 - 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.
- 9.12. A Client who is a consumer and resides in a Member State of the European Union, in relation to a contract concluded online, has the right to make use of the out-of-court settlement of a dispute through the European online dispute resolution platform – the platform is called ODR (acronym for online dispute resolution) and is available on the website <http://ec.europa.eu/consumers/odr/>. In this out-of-court procedure, complaints can only be handled by one of the authorised entities (referred to as an ADR entity) and only if the Bank and the Client have previously agreed that the case will be handled by a specific ADR entity, in accordance with its general terms and conditions. The list of ADR entities can be found on the ODR platform's website.
- 9.13. Even if the Client uses the ODR Platform, they can still submit a request to a Bank Arbitrator or Financial Ombudsman. The Bank may also submit a request to initiate an out-of-court dispute resolution against the Client via the ODR Platform – if both parties agree to such a solution in advance and the general terms and conditions of the ADR entity and the law do not exclude such a possibility.
- 9.14. The Client may also turn to a consumer ombudsman (municipal or district) for assistance.
- 9.15. 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.
- 9.16. The language used in relations between the Bank and the Client is Polish. The governing law governing the Bank's relationship with the Client prior to the conclusion of the agreement and the law applicable to the conclusion and performance of the agreement shall be Polish law.