



# General Terms and Conditions

for the provision of services by ING Bank Śląski S.A. as part of maintaining a Deposit Account for Refugees

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

effective from 29 August 2023



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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 a Deposit Account for Refugees (hereinafter: the General Terms and Conditions) set out the terms and conditions under which ING Bank Śląski S.A. operates a deposit account called a Deposit Account for Refugees in Polish zloty (PLN). The persons who may hold the Deposit Account are defined in the Announcement.

## DEFINITIONS

### Article 2

1. The terms used in these General Terms and Conditions will mean:

- 1) **address for electronic delivery** – the electronic address of an 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 as part of those services. This address will be made available on the Bank's website;
  - 2) **authorisation** – consent given by the account holder to execute his/her instructions to deposit/withdraw funds in the manner set out in the General Terms and Conditions;
  - 3) **Bank** – ING Bank Śląski Spółka Akcyjna, with its registered office in Katowice, ul. Sokolska 34, 40-086 Katowice, entered into 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, supervised by the Polish Financial Supervision Authority with its registered office in Warsaw, ul. Piękna 20, 00-549 Warszawa;
  - 4) **tax residency 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 residency certificate without an indicated expiry date will be valid twelve months from the date of issue, subject to tax legislation;
  - 5) **business day** – a day other than a Saturday or a public holiday;
  - 6) **helpline** – a telephone line intended for providing information, conducting marketing actions, selling and managing selected bank products and services, as well as commercial offers of other entities, whose services or products are offered by the Bank or are related to the Bank's operations. The list of activities performed at the Bank outlets and via the Bank's helpline is made available on notice boards at the bank outlets and on the Bank's website;
  - 7) **access channels** – bank outlets;
  - 8) **code of civil procedure** – the Act of 17 November 1964 Code of Civil Procedure;
  - 9) **Announcement** – the Announcement for holders of accounts set out in the General Terms and Conditions for the provision of services by ING Bank Śląski S.A. as part of maintaining the Deposit Account for Refugees, containing information on services rendered by the Bank. The Announcement is made available on notice boards at the Bank outlets and on the Bank's website and was prepared for information purposes.
  - 10) **convention** – Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents;
  - 11) **country** – the territory of the Republic of Poland;
  - 12) **meeting place** – a bank outlet providing direct client service with an accessible deposit machine, an ATM;
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- 13) **non-resident** – a natural person who does not have a place of residence in the territory of the Republic of Poland;
  - 14) **tax non-resident** – a natural person who does not have the centre of personal or economic interests (centre of vital 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;
  - 15) **NRB / bank account number** – an unambiguous identifier of the client's account with the bank, adopted in the Polish bank account numbering system, used in domestic transactions. The account number written 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;
  - 16) **branch** – a group of units or outlets dealing with direct client service or operational service at the Bank;
  - 17) **person authorised to use the account** – the account holder, the account representative (according to the scope of authority held);
  - 18) **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 notice boards at the bank outlets and on the Bank's website;
  - 19) **bank partner / agent / business partner** – an entrepreneur or a foreign entrepreneur to whom the Bank has entrusted the 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;
  - 20) **bank outlet** – a place where the client is served by a specialist or an employee of a Bank's partner. A bank outlet includes 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 via the Bank's helpline. The list is available on notice boards at the bank outlets and on the Bank's website.
  - 21) **cash point** – a bank outlet where the client is served by a specialist. At the cash point, the client can only deposit and withdraw cash;
  - 22) **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;
  - 23) **withholding agent** – ING Bank Śląski S.A. as obliged under the tax law to calculate, collect withholding tax from a taxpayer and pay it in due time to the tax authority;
  - 24) **holder / account holder** – a natural person who does not conduct business activity and who has full legal capacity – a foreigner who is a citizen of Ukraine or a person without Ukrainian citizenship but residing in its territory, who has left Ukraine or is unable to return to Ukraine because of the war continuing in its territory. The account holder/holder is the beneficial owner of the funds deposited in the account and is obliged to notify the Bank of any changes in this respect;
  - 25) **banking law** – the Act of 29 August 1997 – Banking Law and its implementing rules;
  - 26) **foreign exchange law** – the Act of 27 July 2002 – Foreign Exchange Law and its implementing rules;
  - 27) **CRS regulations** – the Act of 9 March 2017 on the exchange of tax information with other countries, as well as provisions of other domestic laws defining the Bank's obligation to identify clients and to report information on persons subject to tax in other countries, defined under these regulations;
  - 28) **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 to Improve International Tax Compliance and to implement FATCA, as
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well as provisions of other domestic laws defining, in particular, the Bank's obligation to identify clients and report information on assets held by persons subject to tax in the USA;

- 29) **account** – deposit account maintained in Polish zloty (PLN), used for holding funds, to which the account holder makes one cash payment and from which he/she makes one cash withdrawal in accordance with the General Terms and Conditions;
  - 30) **resident** – a natural person residing in the territory of the Republic of Poland;
  - 31) **tax resident** – a natural person who has the centre of personal or economic interests (centre of vital interests) in the territory of the Republic of Poland or who stays in the territory of the Republic of Poland for more than 183 days in a fiscal year;
  - 32) **fiscal year** – the Bank, as a withholding agent of personal income tax, considers that for tax purposes the fiscal year is equal to the calendar year;
  - 33) **force majeure** – an external event, beyond the Bank's control, 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. The following events meeting the above conditions are considered force majeure:
    - a) flood, earthquake, lightning, hurricane, tornado, volcanic eruption, or other similar atmospheric phenomena,
    - b) power cut by the electricity supplier for reasons beyond the Bank's control.The force majeure provisions will also apply in the event of an act of government (such as an international agreement, law, regulation, order, resolution issued by a competent authority/administration), pursuant to which a certain transaction or transactions of a certain 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, advise the expected duration of the force majeure;
  - 34) **text message (SMS)** – a service consisting in the transmission of messages concerning a payment account via text messages;
  - 35) **foreign exchange status** – the status of a resident or non-resident within the meaning of the Foreign Exchange Law, as confirmed by documents submitted to the Bank;
  - 36) **tax status** – the status of the client determined on the basis of a tax residency certificate or, in its absence, on the basis of a statement submitted by the client;
  - 37) **agreement** – the Agreement for the Deposit Account for Refugees;
  - 38) **service** – an activity performed by the Bank under one or more agreements;
  - 39) **Personal Income Tax Act** – the Act of 26 July 1991 and its implementing regulations;
  - 40) **Consumer Rights Act** – the Act of 30 May 2014 on consumer rights;
  - 41) **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;
  - 42) **List** – A list of activities performed at outlets and via the Bank's helpline, containing information on the scope of services performed at a given bank outlet. The list is made available on notice boards at the bank outlets and on the Bank's website for information purposes.
2. Whenever the Account Agreement refers to a branch/outlet of the Bank in respect of an activity, it should be taken to mean the bank outlet where the activity is performed. Information on which bank outlets perform which activity can be found in the List. The list is available on notice boards at the bank outlets and on the Bank's website.
  3. Whenever the General Terms and Conditions refer to a bank outlet in respect of an activity, the information on which bank outlet perform which activity can be found in the List. The list is available on notice boards at the bank outlets and on the Bank's website.

## II. ACCOUNT

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## **A. CONCLUSION OF AN ACCOUNT AGREEMENT**

### **ACCOUNT OPENING**

#### Article 3

The account may be opened at a bank outlet providing this service.

#### Article 4

An account is opened upon positive identification of the natural person opening the account and upon execution of the account agreement. Identification is 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 made available by the Bank.

#### Article 6

A natural person may have only one Deposit Account for Refugees with the Bank.

## **B. POWERS OF ATTORNEY**

#### Article 7

1. A power of attorney may be granted to an adult natural person with full legal capacity by a natural person with full legal capacity.
2. The account holder is obliged to inform his/her representative that he/she has been appointed at the Bank.

#### Article 8

1. With the reservation of powers of attorney drawn in the form of notarial deeds in the country and by notaries in a country with which the Republic of Poland has concluded an agreement on legal assistance in civil matters, powers of attorney to conclude the account agreement must be drawn up in writing and submitted by the representative at a 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 concluded an agreement on legal assistance in civil matters, or certified by an official or notary and provided with an apostille, as defined in the Convention.
2. A power of attorney to conclude the account agreement must include the personal data of the principal and the representative, as defined in the Announcement.
3. If a power of attorney grants to the representative authorisation both to conclude the account agreement and to dispose of the account, such 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 term of the account agreement.
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2. In order to be valid, the granting or revocation of a power of attorney for an account must be done in writing at a bank outlet performing such service and by correspondence, in accordance with Article 10.
3. The general power of attorney granted will include the authorisation 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 cover the authorisation to submit deposit-related instructions in the event of death, to grant further powers of attorney, to assign contractual rights to the representative and to change the account holder's details which are set out in the Announcement.
4. The Bank will accept a power of attorney upon its submission, after having positively identified the representative on the basis of the documents defined in the Announcement. If the representative is not positively identified, he/she will not be considered a duly appointed account representative.
5. The content of a power of attorney granted for an account may differ from that defined in section 3 above.
6. When performing any activity falling under the scope of a power of attorney, the representative must each time present the power of attorney document at a bank outlet performing the service.

#### Article 10

1. Granting of a power of attorney, changing the scope of a power of attorney and revocation of a power of attorney may be effected by correspondence by correspondence, either at home or abroad, after fulfilment of the conditions set out in paragraph 2 and indication of the information set out in sections 3 and 4 below.
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. With the exception of a power of attorney drawn up in the form of a notarial deed, the document granting a power of attorney or amending the scope of a power of attorney, provided by correspondence, must include:
  - 1) the details of the account holder and representative defined in the Announcement;
  - 2) account number, if the principal has more than one account with the Bank;
4. With the exception of a power of attorney drawn up in the form of a notarial deed, the document revoking a power of attorney sent by correspondence, must contain:
  - 1) the details of the account holder defined in the Announcement;
  - 2) first and last name of the revoked 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 must be sent by the account holder to the address of the bank outlet performing this service.

#### Article 11

Failure to comply with the conditions set out in Articles 7-10 may result in the Bank refusing to carry out the instructions submitted by a representative.

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## Article 12

A power of attorney will expire upon:

- 1) the death of the account holder or the representative;
- 2) total or partial loss of legal capacity by the representative;
- 3) at the end of its term or after the completion of the event for which it was granted;
- 4) revocation of the power of attorney.

## C. INTEREST RATE

### Article 13

1. Cash deposited in the accounts bears interest at a variable rate per annum.
  2. Funds held in the accounts will bear interest from the date on which they are deposited on the account until the day preceding the termination of the account agreement. Interest will be calculated for the actual number of calendar days, assuming that a financial year has 365 days (including in leap years).
  3. Interest on the funds held in the accounts will accrue from the date of the previous capitalisation of interest until the day preceding the next capitalisation and will be added to the balance at the end of each month in which capitalisation occurs. Interest on accounts is capitalised monthly.
  4. In the case of an account maintained in the Polish zloty bearing a variable interest rate, an increase in the underlying factors listed below (grounds change), results in the Bank's right to increase – during the term of the account agreement – the interest rate adopted on the day of concluding the account agreement (valid reasons for interest rate change):
    - 1) an increase in the reference rate of the National Bank of Poland (NBP), which is considered the dominant factor, i.e. the factor determining changes in interest rates in a situation when the underlying factors display divergent trends, i.e. when there is a simultaneous rise in one and fall in another underlying factor;
    - 2) an increase in the WIBOR rate for one-month deposits on the interbank market (WIBOR 1M);
    - 3) an increase in the general consumer price index, as announced by the Central Statistical Office for a given month, measured against the corresponding month of the previous year.
  5. The Bank may increase the interest rate referred to in section 4:
    - 1) on a one-off basis or gradually, in total by no less than 0.10 percentage point, if the NBP reference rate increases by at least 0.10 percentage point or the WIBOR 1M increases by at least 0.10 percentage point, or
    - 2) on a one-off basis or gradually, in total by no less than 0.10 percentage point, if the annual consumer price index increases by at least 1 percentage point, as published by the Central Statistical Office.
  6. In exceptional situations (e.g. following an analysis of competitive banks' activities, special interest of the Bank), the Bank has the right to increase the interest rate even if the grounds for change mentioned in section 4 have not been met.
  7. The Bank measures the value of underlying factors in selected months of a calendar year.
  8. If, on the date of measurement of the underlying factors, it is found that they have been subject to increases since the last measurement, the Bank may increase the interest rate.
  9. An increase of the interest rate effected by the Bank under section 5 will be treated as shaping the new content of the agreement as regards the amount of interest, and will not require an annex to the account agreement to be concluded by the parties.
  10. In the event of the occurrence of any of the valid reasons for an increase of the interest rate, as mentioned in section 5, the Bank will be entitled to decide to increase the interest rate,
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within 365 days of the occurrence of the specific grounds underlying the change. The Bank reserves the right to make the change referred to in the preceding sentence within 180 days from the date of its decision in this regard.

11. The amount of interest on funds deposited on accounts and its increase are announced to clients via notice boards at bank outlets and on the Bank's website.
12. In the case of diverging trends in underlying factors, i.e. a simultaneous rise in one underlying factor and fall in another underlying factor, the change of the interest rate will be based on a dominant factor determined on the basis of all the circumstances of the change.

## **D. TERMINATION OF THE ACCOUNT AGREEMENT**

### Article 14

1. The account agreement terminate at the end of the contractual period for which it was concluded.
2. The account agreement may be terminated before the end of the contractual period with immediate effect by the account holder.
3. The account agreement may be terminated by the Bank with two months' notice for valid reasons, including:
  - 1) the Bank obtaining information that gives rise to reasonable suspicion that an offence has been committed by the account holder, including an offence involving the account or an offence detrimental to 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 inaccurate and whose content or nature could cause the Bank not to conclude the agreement or to change its terms, including the account holder's use of documents that are outdated, untrue, altered or forged and past the validity date;
  - 3) in the event of the account holder's failure to comply with the provisions of the law, the Agreement or the General Terms and Conditions which grant the Bank the right to request information or documents related to the performance of its obligations under FATCA or CRS regulations, including in the event of:
    - a) the account holder's failure to submit a FATCA statement, or
    - b) the account holder's failure to submit a CRS statement, or
    - c) the Bank's determination that the statement submitted by the account holder is not consistent with the facts, including with respect to the account holder's tax residency or foreign tax identification number;
  - 4) 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 account holder. The documents confirming the death of the holder are defined in Article 26.6

### Article 15

1. Termination of the account agreement and any amendment to the account agreement must be made in writing.
2. In the event of termination of the account agreement, withdrawal may be made in cash. In the absence of such an instruction, the Bank will credit the funds to a non-interest bearing technical account held with the Bank.

## **III. DEPOSITS AND WITHDRAWAL OF FUNDS**

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## **A. TYPES OF DEPOSITS/WITHDRAWALS**

### Article 16

1. Only the following transactions can be made using the account in Polish zloty (PLN):
  - 5) one cash deposit in Polish zloty (PLN),
  - 6) one cash withdrawal in Polish zloty (PLN), with simultaneous termination of the account agreement.

## **B. GENERAL RULES**

### Article 17

1. The Bank is authorised to make a one-time deposit/withdrawal of funds on the basis of an instruction given by the person authorised to dispose of the account at a bank outlet providing this service.
2. Instructions given at a bank outlet providing this service must each time be authorised with the client's signature affixed in the presence of a Bank employee on the dedicated document or in the manner set out in Article 30.5 and Article 30.7. An authorisation of the instruction by the client means his/her consent to the execution of the deposit/withdrawal of funds.
3. As proof of receipt by the Bank of an instruction to deposit/withdraw funds which has been submitted at a bank outlet providing this service, the Bank may issue a confirmation to the entitled person.

### Article 18

1. The Bank will execute cash withdrawal provided that:
  1. the person authorised to dispose of the account submits a correct instruction containing the following data:
    - a) the number of the account from which funds are to be withdrawn or other account details that allow for unambiguous identification of the account,
    - b) the identity of the person giving the instruction.
  2. the person submitting the instruction presents a document confirming their identification details (a document confirming the identification details is the document which the account holder communicated to the Bank for the purposes of identity verification) – in the case when the instruction was given at a bank outlet providing this service.
  3. the person authorised to withdraw funds has been positively identified by the Bank on the basis of the documents defined in the Announcement – in the case when the instruction was given at a bank outlet providing this service.

### Article 19

The Bank will be liable for losses resulting from untimely or improper execution of fund deposit or withdrawal instructions in accordance with the generally applicable laws; the Bank, however, will not be liable if this is due to force majeure. Notwithstanding the Bank's liability for losses under general principles of law, if the Bank exceeds the deadlines for making deposits or withdrawals of funds to/from the account, the Bank will, upon the account holder's request, pay compensation in an amount equal to the amount of statutory interest applicable during the period of delay in the

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Bank's execution of deposits or withdrawal of funds, calculated on the amount of the deposit or withdrawal of funds for each day of delay on an annual basis.

### **C. DEPOSITING FUNDS IN THE ACCOUNT**

#### Article 20

1. A one-time cash deposit may be made at a bank outlet providing this service.
  2. During the contractual period, no deposits increasing the account balance (top-ups) are accepted on the account.
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## **D. WITHDRAWING FUNDS FROM THE ACCOUNT**

### Article 21

A one-time cash withdrawal may be made at a bank outlet providing this service, with simultaneous closing of the account.

### Article 22

The principles concerning withdrawals from the account after the account holder's death are set out in the section ADDITIONAL PROVISIONS, B. Procedures in the event of the account holder's death, instructions in case of death, funeral expenses reimbursement, withdrawal of funds after the account holder's death.

### Article 23

3. The Bank will refuse to execute funds withdrawal instructions in the event of:
  - 1) blocking of funds on the account,
  - 2) account seizure by an enforcement authority, subject to Article 32,
  - 3) presentation of a forged, invalid or cancelled document by the person submitting the instructions at a bank outlet providing this service,
  - 4) failure of the person submitting the instructions to produce or update an identity document at a bank outlet providing this service,
  - 5) failure to meet any of the conditions set out in Article 18.1,
  - 6) justified by law, including legislation on anti-money laundering, anti-terrorist financing and EU legislation applicable by law.

### Article 24

4. The Bank will execute a cash withdrawal from the account denominated in the currency of this account on the day the instructions are submitted, with the reservation that cash withdrawals requiring earlier notification (pre-advising) may have longer terms of execution. The currencies, amounts, dates and bank outlets where advance notification (pre-advising) of cash withdrawals is required are set out in the Announcement on the rules for pre-advising cash withdrawals from bank accounts, which is made available on notice boards at bank outlets and on the Bank's website.
5. The person submitting a cash withdrawal instruction may request that this instruction is executed using specified denominations, with the reservation that the Bank, taking into account its cash resources, may change the denominations of the withdrawal.

## **IV. ADDITIONAL PROVISIONS**

### **A. COMPLAINTS**

#### Article 25

1. The account holder has the right to make a complaint. The Bank provides the following ways to make a complaint:
    - 1) in electronic form:
      - a) via the internet banking system,
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- 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 a bank outlet providing this service,
  - 3) in writing:
    - a) by post, to the Bank's address indicated on the Bank's website,
    - b) in person, at a bank outlet providing this service.
2. The Bank will respond to the account holder's complaint:
- 1) in electronic form:
    - a) via the internet banking system, provided that the account holder is a user of this system, in accordance with the terms and conditions of the internet banking system,
    - b) to the electronic delivery address indicated by the holder, provided the Bank is able to reply to that address,
- or in one of the following ways selected by the account holder:
- 2) in paper form at a bank outlet providing this service or by letter sent to the correspondence address,
  - 3) on another durable medium, if the parties so agree.
3. The Bank will respond without delay, however no later than 30 days after receipt of a complaint. In particularly complex cases, which make it impossible to consider a complaint and to respond within this period, the deadline may be extended, however it cannot exceed 60 days from the date of receiving a complaint. The Bank will inform the account holder of the reasons for the delay, indicating the circumstances that need to be established in order to handle the complaint and the expected date of the completion of the complaint procedure.
4. In the course of the complaint handling procedure, the Bank may ask the account holder to provide additional clarifications or documents. If it is necessary to clarify additional circumstances in connection with the complaint handling 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. The Bank has the right to correct an erroneously posted amount on the account without having to obtain the account holder's instruction and consent. If such erroneously posted funds are withdrawn from the account, the account holder is obliged to return them upon the Bank's first request.
6. The account holder is obliged to report to the Bank a balance discrepancy within 14 calendar days from the day of becoming aware of the balance. The account holder who is a user of the internet banking system is obliged to notify the Bank of a balance discrepancy within 14 calendar days from the day the account was debited or credited.
7. If a complaint is not accepted by the Bank, the client has the right to appeal.
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## **B. PROCEDURES IN THE EVENT OF THE ACCOUNT HOLDER'S DEATH, INSTRUCTIONS IN CASE OF DEATH, FUNERAL EXPENSES REIMBURSEMENT, WITHDRAWAL OF FUNDS AFTER THE ACCOUNT HOLDER'S DEATH**

### Article 26

1. The account holder may instruct the Bank, in writing or via the internet banking system, provided the Bank makes such submission available, that after his/her death a specified amount of money is paid out from the account to persons indicated by him/her, in accordance with the generally applicable laws (deposit-related instructions in case of death, also known as an instructions in case of death). For this purpose, the account holder will submit Instructions in case of death using the dedicated form.
2. Deposit-related instructions in case 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 this method available.
3. If the account holder has issued more than one instruction in case of death, and the total amount of the instructions exceeds the limit mentioned in section 7, the instruction submitted later takes precedence over the instruction submitted earlier.
4. The amount of the withdrawal in accordance with section 1 will not be included in the inheritance of the account holder.
5. Persons to whom sums have been paid out pursuant to the instructions in case of death in contravention of section 3 will be liable to reimburse them to the holder's heirs.
6. The Bank will execute instructions in case of death in accordance with the law and the rules indicated in the form. The Bank pays out funds under the instruction in case of death after receiving verifiable documents confirming the account holder's death. The following are considered verifiable documents that may be submitted to confirm the death of the account holder:
  - 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 if there are other important circumstances giving rise to doubts as to the fact or date of the account holder's death, a full or abridged copy of the death certificate will be considered by the Bank 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 profit bonuses, as announced by the President of the Central Statistical Office for the last month before the account holder's death. The Bank will make public the 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 changes in any of the data provided by him/her to and included in the form.
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9. If the Bank becomes aware of the death of the account holder who issued instructions in case of death, the Bank is obliged to immediately notify the persons indicated by the account holder of the possibility of withdrawing a specified amount.
10. In the event of the account holder's death, payment of funeral expenses shall take precedence over payment on account of instructions in case of death and over payments to heirs, provided that the person entitled to payment of funeral expenses submits his/her claim to the Bank before the date of payment on account of instructions in case of death or before the date of payment to a beneficiary of a specific bequest, or, if no specific bequest has been established, before payment to heirs. If the account holder has made instructions in case of death and at the same time the Bank is approached by a beneficiary of a specific bequest or heirs, the Bank will make a payment to the beneficiary or, if no beneficiary has been established, to the heirs the appropriate amount of funds deposited on the account in accordance with Article 28 less the amount that will be paid to the authorised persons indicated in the instructions in case of death. In the event that the amount deposited in the account is sufficient only for the execution of the instructions in case of death, the Bank will not make any other payments, except for the possible payment of funeral expenses.
11. If the decision on confirmation of inheritance acquisition or the registered deed of succession prepared in the prescribed form contain a note about a beneficiary and the subject of a specific bequest, the Bank deems that the account holder has established a beneficiary of a specific bequest and makes payments in accordance with section 10.
12. The provisions of these General Terms and Conditions relating to heirs shall apply mutatis mutandis to a beneficiary of a specific bequest who holds a decision on confirmation of inheritance acquisition or a registered deed of inheritance in the prescribed form, containing a note about the beneficiary and the subject of the specific bequest, with the reservation that if the person entitled is a beneficiary of a specific bequest, he/she will take precedence over an heir.

#### Article 27

1. In the case referred to in Article 14.5, from the date of submission to the Bank of a verifiable document confirming the death of the account holder, as mentioned in Article 26.6, in the case of accounts, the Bank will accrue interest, according to the same principles as during the term of the agreement and in the amount appropriate to the type of account, until the day preceding the payment of funds to the entitled persons.
2. In exceptional cases, the Bank has the right to block an account on the basis of a publicly-communicated and unquestionable information on the death of the account holder.

#### Article 28

1. The death of the account holder will also produce the effects described in this Article, concerning the claims of a beneficiary of a specific bequest or heirs.
  2. If the Bank receives a verifiable document confirming the account holder's death, the funds deposited on the account, subject to possible earlier payment on account of funeral expenses incurred or execution of instructions in case of death, will be paid by the Bank to the beneficiary of a specific bequest, and if no beneficiary has been established - to the heir(s), upon presentation of a valid court decision on confirmation of inheritance acquisition or a registered deed of succession prepared by a notary public, and in the case where no beneficiary has been established and there is more than one heir, after additional submission to the Bank, by all entitled persons, of a declaration on division of the inheritance with regard to the funds deposited on the account or submission of a notarial deed or a court order regarding already executed division of the inheritance or partial division of the inheritance with regard to the funds deposited on the account(s).
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## Article 29

1. The provisions of Article 26.6 and Article 26.10, Article 27 and Article 28 will also apply after the date of submission to the Bank of information on the account holder's death.
2. Payments in respect of a specific bequest, inheritance, instructions in case of death and funeral expenses will be made in cash.

## C. FINAL PROVISIONS

### Article 30

1. The Bank will execute only those instructions which are given by the person authorised to dispose of the account, who has been positively identified by the Bank on the basis of the documents defined in the Announcement.
  2. With the reservation of powers of attorney drawn in the form of notarial deeds in the country and by notaries in a country with which the Republic of Poland has concluded an agreement on legal assistance in civil matters, in the case of instructions which under the General Terms and Conditions can be submitted by correspondence from the country or from abroad, the authenticity of the signature of the person authorised to submit the instructions 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 concluded an agreement on legal assistance in civil matters, or certified by an official or notary and provided with an apostille, as defined in the Convention.
  3. The account holder's statements referred to in Article 14.2, Article 45.3 may be sent by correspondence without meeting the conditions set out in Article 30.2. However, the Bank reserves the right to carry out additional verification of the statements submitted.
  4. The instructions referred to in Art. 14.2 submitted by correspondence must contain all data necessary for their execution.
  5. If the account holder gives instructions to deposit or withdraw funds at a bank outlet providing this service or via the helpline and he/she is an Internet banking system user, he/she can, if the Bank makes such a possibility available, authorise such instructions by providing 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.
  6. If the account holder gives instructions not involving depositing or withdrawing funds at a bank outlet providing this service or via the helpline and he/she is an Internet banking system user, he/she may, if the Bank makes such a possibility available, give such instructions, with the reservation of instructions which under the General Terms and Conditions can only be submitted in writing or via the Internet banking system, by providing 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.
  7. If the Bank makes such a possibility available, the account holder may give instructions to deposit or withdraw funds or instructions not involving depositing or withdrawing funds and authorise them by affixing a signature on an electronic device at a bank outlet providing this service, in accordance with Article 7.1 of the Banking Law, after providing the Bank with his/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 defined
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in the Announcement. The electronic device will ensure the recording and integrity of the content of the declaration, the signature affixed 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 the legal relationship between him/her and the Bank and requires the Bank to make a declaration of intent, the Bank will affix 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 31

The Bank reserves the right to correct an erroneously posted amount on the account.

#### Article 32

Funds deposited in accounts held for one individual will be free from judicial or administrative seizure on the basis of an enforceable title, up to the amount laid down in the Banking Law.

#### Article 33

1. Using the methods of correspondence delivery of listed below, the Bank will provide the account holder with correspondence in the form of a notification:
  - 1) sent to his/her correspondence address,
  - 2) collected at a bank outlet providing this service,
  - 3) sent via the internet banking system,
  - 4) sent by other means agreed upon by the parties to the agreement,as stated on the personal details form, subject to section 2.
2. If the account holder is a user of the internet banking system, the Bank will send correspondence only through this system in electronic form.
3. Notifications of amendments of the General Terms and Conditions will be given by the Bank in one of the above-mentioned ways, in the form of a notification on a durable medium.

#### Article 34

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

#### Article 35

Irrespective of the account holder's choice concerning the method of correspondence delivery referred to in Article 33, 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 the generally applicable laws.

#### Article 36

1. The data of the account holder, the account representative and the statements and declarations required by the Bank, will be submitted by the aforementioned persons on a separate form and will be used by the Bank as valid for 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 Article. The data required by the Bank for the account holder and the account representative are defined 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), video phones, text/MMS messages, in matters agreed with him/her, related to the concluded agreement.
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3. The account holder or account representative is obliged to immediately notify the Bank of any changes 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. Provided that this option is made available by the Bank, data may be changed:
  - 1) at a bank outlet providing this service,
  - 2) by correspondence after fulfilling the conditions set out in Article 30.2, or
  - 3) via the electronic banking system, or
  - 4) via the Bank's helpline.
5. The account holder is obliged to comply with the security rules set out in the agreement or in the relevant general terms and conditions, as the risk associated with a financial service involves the use by unauthorised persons of the holder's identification data enabling access to the electronic banking system.

#### Article 37

1. The account holder and the account representative are obliged to immediately inform the Bank about the loss of a document that allows the client to be identified in order to block this document. Documents used to identify the client are defined in the Announcement.
2. Valid telephone numbers for the purpose of blocking and cancelling the blocking of an identity document are defined in the Announcement.

#### Article 38

Once a document has been reported for blocking, the Bank will be liable for instructions carried out at its outlets providing the service from the moment the report is received.

#### Article 39

The language used in the Bank's relations with the account holder is Polish. The 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 is the Polish law.

#### Article 40

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 the 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.

#### Article 41

In accordance with the applicable tax regulations, the Bank as a withholding agent is obliged to correctly calculate and collect tax due on interest accrued on funds deposited on the account, paid or made available, and to pay the collected tax to the appropriate tax office.

#### Article 42

1. The Bank's client is obliged to specify his/her tax status. The Bank changes the tax status on the basis of a valid tax residency certificate provided by the client. If the client fails to specify his/her tax status, the Bank will determine the tax status similarly as the foreign exchange status, i.e. on the basis of the place of residence provided by the client, as indicated in the submitted identification document or the client's statement. If the tax status is different from the foreign exchange status, the client is obliged to notify the Bank of this fact.
  2. In addition, the Bank may at any time request that the account holder provides information and documents to enable the Bank to duly comply with the obligations imposed by tax, FATCA or the CRS regulations, including those relating to tax residency, and that he/she present/submits the relevant tax identification number for the indicated tax residencies.
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#### Article 43

1. The Bank, as the withholding agent for the purposes of personal income tax, may apply a tax rate resulting from the relevant double taxation treaty or refrain from collecting/paying tax in accordance with such a treaty 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 event of any changes to the data shown in a tax residency certificate or the expiry of its validity, the Bank's client must immediately provide a current tax residency certificate.
2. In order to maintain the tax preferences described above, the client is required to update the tax residency certificate annually. If the tax residency certificate is not updated, the bank will start calculating and collecting the tax due at the basic rate.
3. The Bank, as an entity obliged to submit information and tax declarations, may request that the client submits information, documents and tax identification number (e.g. PESEL, TIN), allowing to enable the Bank to duly comply with the obligations imposed by tax regulations.

#### Article 44

1. Any disputes arising from the agreement may be settled out of court. Requests can be submitted to:
  - 1) Financial Ombudsperson, website: [www.rf.gov.pl](http://www.rf.gov.pl). The Ombudsperson acts in compliance with the Act on review of complaints by financial market entities, on the Financial Ombudsperson and on the Financial Education Fund,
  - 2) The Bank Arbitrator operating at the Polish Bank Association, website: [www.zbp.pl/dla-konsumentow/arbiter-bankowy/dzialalnosc](http://www.zbp.pl/dla-konsumentow/arbiter-bankowy/dzialalnosc). The Arbitrator will 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 who is a consumer and resides in a Member State of the European Union has the right to seek the out-of-court resolution of a dispute in relation to an online agreement through the European online dispute resolution platform. The platform is called ODR (acronym for online dispute resolution) and is available at <http://ec.europa.eu/consumers/odr/>. In this out-of-court procedure, complaints can only be handled by one of the authorised entities (known as ADR entities) and only if the Bank and the account holder 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.
3. Even if the account holder uses the ODR Platform, he/she can still submit a request to the Bank Arbitrator or the Financial Ombudsman. The Bank may also submit a request to initiate an out-of-court dispute resolution against the account holder 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.
4. The account holder may also request the assistance of a (municipal or county) consumer ombudsman.
5. The competent court for disputes related to the performance of the Agreement will be the court with territorial jurisdiction determined in accordance with the provisions of the Code of Civil Procedure.

#### Article 45

1. The Bank reserves the right to amend the General Terms and Conditions for valid reasons. The following reasons will be deemed to be valid and requiring amendment of the General Terms and Conditions to the extent necessary for that reason:
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- 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 concluded agreement;
  - 2) issue 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 concluded agreement;
  - 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) 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 terms of use of those services by the account holder under the concluded agreement.
2. The Bank will 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 concluded agreement.
  3. The Bank will notify the account holder of changes to the General Terms and Conditions, as declared by the account holder, in the manner specified in Article 33. If within 14 days of the receipt of the notification the account holder does not provide a written statement that he/she does not accept the changes, these will be deemed to have been accepted. The submission of a statement concerning non-acceptance of changes will result in termination of the agreement as of the date of submission of the statement and in withdrawal of all funds held in the account and in account closure, provided that the account holder retains the right to interest accrued up to the day preceding the date of termination of the agreement.
  4. A change of the Terms and Conditions due to the extension of the functionality of the existing services or the introduction of new services does not require the Terms and Conditions to be terminated, as long as it does not change the principles of the services provided to the account holder under the concluded agreement.
  5. A change of the appendix to the General Terms and Conditions mentioned in Article 40, resulting from an amendment of the Bank Guarantee Fund Act, will not constitute an amendment to the General Terms and Conditions. The current text of the appendix is made available on notice boards at bank outlets and on the Bank's website.
  6. A change of the content of the Announcement does not result in an amendment of the General Terms and Conditions and does not require the Announcement to be terminated. The current text of the Announcement is made available on notice boards at bank outlets and on the Bank's website.
  7. A change of the content of the List does not result in an amendment of the General Terms and Conditions and does not require the List to be terminated. The current text of the List is made available on notice boards at bank outlets and on the Bank's website.

The General Terms and Conditions come into force on 29 August 2023.

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