

Terms and conditions for providing selected services to business and corporate customers

Effective as of 1 June 2023

Chapter 1

General provisions

§ 1

This document specifies the terms and conditions on which Santander Bank Polska S.A. provides selected services to business and corporate customers ("Services") as well as the rules of mutual cooperation between the Bank and the Customer with respect to the use of those services after the Bank and the Customer enter into the Agreement.

§ 2

The expressions used in these Terms and Conditions have the following meaning:

1. **Bank:** Santander Bank Polska Spółka Akcyjna with its registered office in Warsaw.
2. **Business Service Centre** (cob@santander.pl; tel. 71 393 88 88)/ **SME Service Centre** (cokf@santander.pl; tel. 81 461 22 43): the Bank's unit which executes the Customer's Instructions placed by means of the Services, alternatively referred to as the **Central Unit**.
3. **Instruction:** a statement of will made by the Customer using the Services in order to perform the activities or obtain the information specified in the Appendix to these Terms and Conditions.
4. **Bank Business Day:** a day which is not a Saturday or a statutory holiday.
5. **Identification Password/ Contact Password:** a string of characters which identifies the User and gives the User access to the Phone Service or the Phone Call to Customer Service.
6. **Payment Card:** a debit card, charge card or pre-paid card provided by the Bank under the relevant terms and conditions.
7. **Customer:** a legal person, an organisational unit with legal capacity, or a natural person who is not a consumer as defined in Article 22¹ of the Polish Civil Code that has been classified by the Bank into the segment of corporate and business banking customers.
8. **NIK:** an eight-digit Customer Identification Number assigned by the Bank to identify the User when they use the Phone Service.
9. **Debiting:** each non-cash operation resulting in a decrease in the Account balance.
10. **Bank Branch:** an organisational unit of the Bank which performs banking operations.
11. **PIN:** a password formed by a string of characters which identifies the User and grants the User exclusive access to the Phone Service. The PIN is delivered in a specially secured envelope and is known only to the User who received it.
12. **Holder:** a Customer that holds one or more Accounts with the Bank.
13. **Account:** a bank account maintained for the Customer by the Bank which is either a Settlement Account or a Term Deposit Account.
14. **Settlement Account:** a PLN current account, an FX current account, a payroll account or any other account specified in relevant Regulations which is maintained for the Customer by the Bank.
15. **Term Deposit Account:** a term deposit account maintained for the Customer by the Bank on terms and conditions specified in relevant Regulations.
16. **VAT Account:** a PLN bank account maintained by the Bank for the Customer holding a PLN Settlement Account and used to settle VAT payments by means of the Split Payment mechanism.
17. **Regulations:** agreement templates, general terms and conditions of agreements and terms and conditions documents binding on the Bank and the Customer, in particular the Terms and Conditions and the Schedule.
18. **Terms and Conditions:** these *Terms and conditions for providing selected services to business and corporate customers*.

19. **Inbox:** an inbox in the Electronic Banking Services which is a durable medium within the meaning of the PSA and to which the Bank sends correspondence addressed to the User within the scope specified in the Terms and Conditions.
20. **Strong Authentication:** an Authentication that is designed to protect data confidentiality and is based on the use of at least two of the following elements:
 - 1) knowledge about something only the Customer/ User knows;
 - 2) possession of something only the Customer/ User possesses;
 - 3) inherent features of the Customer/ User.
21. **Schedule:** the *Schedule of fees and charges collected by Santander Bank Polska S.A. for banking services provided to business customers.*
22. **Agreement:** a Phone Service Agreement, E-MAIL Service Agreement or Phone Call to Customer Service Agreement together with all appendices and annexes to those Agreements or a Master Agreement to the extent it refers to the Phone Service, E-MAIL Service or Phone Call to Customer Service.
23. **Master Agreement:** the Master Agreement on Banking Services which sets out the rules for providing the Customer with the package of banking products/ services specified in that Agreement (including the Services), together with all appendices and annexes to that Agreement.
24. **Electronic Banking Services/ iBiznes24:** electronic banking services provided by the Bank.
25. **Phone Service:** a service whereby the Bank provides the Customer with access to banking services by phone.
26. **Phone Call to Customer Service:** a service whereby a Bank employee contacts the Customer by phone to accept and execute the Customer's Instructions.
27. **E-MAIL Service:** a service whereby the Bank provides access to banking services for the Customer by enabling the Customer to use email to place Instructions with the Bank and receive messages related to those Instructions.
28. **Services:** the Phone Service, the E-MAIL Service and the Phone Call to Customer Service.
29. **PSA:** the Polish Payment Services Act of 19 August 2011 (Journal of Laws of 2011 no. 199, item 1175 as amended).
30. **Authentication:** a procedure which allows the Bank to verify the identity of the Customer/ User or the validity of the use of a specific payment instrument, including the use of personalised security credentials.
31. **Crediting:** each non-cash operation resulting in an increase in the Account balance.
32. **User:** a natural person with full capacity to perform acts in law who is authorised by the Customer to place Instructions and obtain information by means of the Services.
33. **Biometric Verification:** verification of the User's voice against the voice sample (template) held by the Bank. The verification is automatic and conducted by the Bank with the use of voice identification technology.

Chapter 2

Terms and conditions of providing the Services

§ 3

1. The Services will be provided to the Customer once all of the following conditions have been met:
 - a) an Agreement has been made between the Customer and the Bank in writing or by means of the Electronic Banking Services;
 - b) the Customer has specified the Users of the Services authorised to single-handedly act in the name and on the behalf of the Customer (the Customer specifies/ changes the User and the scope of their authorisation in the Agreement, another document specified by the Bank or by means of the Electronic Banking Services functionality enabling the management of authorisations to the Services);
 - c) the Users have consented to the transfer of their data to the Bank and processing of those data for the purpose of Agreement performance (the consent can be granted in writing, in the form of a document specified by the Bank or in any other form acceptable by the Bank);
 - d) the Users have been registered and activated by the Bank.
2. The Bank can refuse to enter into the Agreement if:

- a) the Customer does not meet the requirements specified in the Terms and Conditions;
 - b) there are other reasonable reasons which prevent the Bank from entering into the Agreement.
3. The Bank collects fees specified in the applicable Schedule for providing the Services and making them available.

Chapter 3

Terms and conditions of using the Phone Service

§ 4

1. Subject to § 3(1), the Customer can use the Phone Service starting from the first Bank Business Day after the Agreement conclusion date.
2. The Phone Service is available from 8.00 to 18.00 on Bank Business Days. Promptly after concluding the Agreement, the Bank will inform the Customer about the Central Unit which will be responsible for providing the Phone Service to the Customer and about that Unit's phone numbers. That information will be provided in the form specified in § 16(2), including emails sent to the email addresses specified in the Master Agreement or in another relevant document.
3. The Customer can use the Phone Service to place Instructions and obtain information specified in the Appendix to these Terms and Conditions.
4. In order to place Instructions and obtain information, the User has to connect with the Bank by means of a touch-tone phone or a mobile phone.
5. The Customer and the Bank have the right to record all phone calls carried out in relation to the provision of the Phone Service or verification of the User's identity.
6. The cost of phone calls is as charged by the operator.

Chapter 4

User identification in the Phone Service

§ 5

1. The User is identified by the Bank before each use of the Phone Service to place an Instruction and/or obtain information subject to banking secrecy.
2. The Phone Service User can be identified in one of the following manners:
 - a) the User provides the correct NIK and PIN; or
 - b) the User provides the correct NIK and undergoes a successful Biometric Verification; or
 - c) the phone number used by the User to call the Bank is verified (recognised) and the User provides the correct PIN; or
 - d) the phone number used by the User to call the Bank is verified (recognised) and the User undergoes a successful Biometric Verification;
 - e) the User answers the questions asked by a Bank employee about the User's personal data (including identity document details) and about the data of the Customer represented by the User which are in the Bank's possession. This User identification method is initiated by the Bank at its own discretion and used as a supplementary method alongside the ones described in § 5(2)(a)–(d).
3. The User who is using the Phone Service for the first time can only be identified in the manner described in § 5(2)(a).
4. Instructions placed by Users who have not been successfully identified by the Bank will not be processed.
5. If required by law or security reasons, the Bank may have the Customer undergo Strong Authentication using the authorisation tools provided by the Bank.

§ 6

1. If the PIN password has to be provided in the course of identification, the Phone Service User will be required either to enter the full PIN password (ordinary password) or to enter only the selected PIN password characters randomly indicated by the system (masked password).

2. The Customer/ Phone Service User is required to protect their NIK and PIN with a due care. The Customer/ User is fully liable for making them available to third parties.
3. If the PIN has been obtained by an unauthorised person or lost, the Phone Service User is required to place an Instruction to change the PIN:
 - a) by means of the Phone Service (the User will be identified as described in § 5(2)(b) or § 5(2)(d); if the Biometric Verification cannot be applied, the User can be identified as described in § 5(2)(a) or § 5(2)(c) provided that the Bank applies also the additional verification method described in § 5(2)(e)); or
 - b) in person at a Bank Branch or with an employee of any other Bank unit designated for Customer service.
4. The Bank will send the new PIN to the User to the email address indicated by the User (the email will be encrypted) or, for the Phone Service Users who are also iBiznes24 users, in a text message to the phone number indicated by the User/ Customer for receiving smsCodes as part of the iBiznes24 service.
5. In the period from placing the Instruction to change the PIN to receiving the new PIN by the User, the Bank will not execute Instructions placed by the User who identifies themselves with the old PIN.

§ 7

1. The identification of the Phone Service User by means of the Biometric Verification is possible only if the User has provided the Bank with their voice template.
2. Unless the User's voice sample has already been provided to the Bank in another manner, the User may provide it at their own initiative to enable the Biometric Verification. In order to do so, the User has first to be identified in the manner described in § 5(2)(a) and § 5(2)(e).
3. The User's voice template is stored by the Bank and subject to the rules for protection and processing applicable to personal data. The voice template can be processed only upon the User's consent granted no later than in the course of providing the voice template/ sample.
4. When calling the Bank, the Phone Service User who has provided the Bank with a voice sample (template) has to speak a phrase which is then verified by the Bank for compliance with the template stored in the Bank. The

Biometric Verification is successful if the User's voice is compliant with the template stored by the Bank.

5. After 3 unsuccessful attempts to provide the phrase used for verification, the biometric method of identification will become locked. It can be unlocked by:
 - a) the User: by making an oral request by means of the Phone Service (the User will be identified by the Bank in the manner described in § 5(2)(a) or § 5(2)(c), and § 5(2)(e));
 - b) The Customer: by making a request in writing or by means of the Electronic Banking Services.
6. At any time during their cooperation with the Bank, the User can make a request to modify/ remove their voice template. If the request is filed by means of the Phone Service, the voice template will be modified/ removed once the User has been identified in the manner described in § 5(2)(a) and § 5(2)(e).
7. Unless other regulations provide otherwise, the User's voice pattern provided to the Bank can be used for the purpose of both the Phone Service and any other services and products of the Bank (including those dedicated to personal customers) which allow this identification method. If the Customer revokes or modifies the User's rights to the Phone Service, the User's voice template will not be removed as long as the User has not revoked their consent to process their voice template.
8. The User can change the identification method based on the Biometric Verification used in the Phone Service into any other method described in § 5(2)(a)–(d).

§ 8

1. The phone number used by the Phone Service User to call the Bank is verified (recognised) by comparing it with the phone number:
 - a) indicated by the Customer as the User's contact number in the Agreement or another document specified by the Bank or by means of the Electronic Banking Services functionality enabling the management of Phone Service Users' authorisations; and/or
 - b) indicated by the User as the phone number for identifying the User by means of the Phone Service; the User may indicate the phone number:

- in writing, after the User has been identified by an employee of the Bank or by another person/institution accepted by the Bank; or
 - by means of the Phone Service, after the User has been identified in the manner described in § 5(2)(a) and § 5(2)(e).
2. Subject to § 8(3) below, a single User can contact the Bank using multiple phone numbers that have been indicated for identifying the User in the Phone Service.
 3. One phone number can only be used to verify the identity of one User.
 4. The phone number used to verify the User's identity can be changed:
 - a) by the Customer (for the phone number referred to in § 8(1)(a) and § 8(1)(b)); or
 - b) by the User (for the phone number referred to in § 8(1)(b)).The change is made in the form and manner described in § 8(1).
 5. The Customer is required to ensure that only the User has access to the phone/ phone number used to place Instructions and that the User protects that phone/ phone number against any third party access, loss, theft or misappropriation.
 6. The Customer and the User are required to promptly inform the Bank about the loss, theft or misappropriation of the phone/ phone number used by the User to connect with the Bank and access the Phone Service. The Customer will be liable for any third party use of the phone/ phone number which enables the User to access the Phone Service.

Chapter 5

Terms and conditions of using the E-MAIL Service

§ 9

1. Subject to § 3(1), the Customer can use the E-MAIL Service starting from the first Bank Business Day after the Agreement conclusion date.
2. The E-MAIL Service is available from 8.00 to 18.00 on Bank Business Days.

- Promptly after concluding the Agreement, the Bank will inform the Customer about the Central Unit which will be responsible for providing the E-MAIL Service to the Customer and about that Unit's email addresses. That information will be provided in the form specified in § 16(2), including emails sent to the email addresses specified in the Master Agreement or in another relevant document.
3. The Customer can use the E-MAIL Service to place Instructions and obtain information specified in the Appendix to these Terms and Conditions.
 4. The Customer and the Bank have the right to record all phone calls carried out in relation to the verification of the E-MAIL Service User's identity.
 5. The cost of phone calls is as charged by the operator.

Chapter 6

User identification in the E-MAIL Service

§ 10

1. The User is identified by the Bank before each use of the E-MAIL Service to place an Instruction and/or obtain information subject to banking secrecy.
2. The E-MAIL Service User is identified by the Bank by verifying if the email address used to send an Instruction is the same as the User's email address specified in the Agreement or in another relevant document used by the Bank or indicated by means of the Electronic Banking Services functionality enabling the management of E-MAIL Service Users' authorisations.
3. The Customer will ensure that only the User has access to the email box used to place Instructions. The User will protect the email box used to place Instructions against any third party access. The Customer and the User will bear sole liability for any third party use of the email box which enables the User to access the E-MAIL Service.
4. The Bank has the right to carry out the additional verification of the E-MAIL Service User's identity during a phone call between the Bank's representative and the User. The verification is based on the User's answers to questions asked by the Bank employee about the User's personal data (including identity document details) and the company's

(Customer's) data which are in the Bank's possession, and about the data provided in the Instruction. The phone call is made by the Bank to the User's phone number specified in the Agreement or in another relevant document used by the Bank or indicated by means of the Electronic Banking Services functionality enabling the management of E-MAIL Service Users' authorisations.

5. The Bank has the right to require the Customer to accept the conditions of an Instruction placed by the User. The conditions can be accepted either in writing or in electronic form.
6. Instructions placed by means of the E-MAIL Service will not be processed if they are sent from the wrong email address or if the Bank has failed to identify the User during the phone call specified in § 10(4) above or contact the User using the phone number indicated for that purpose.
7. If required by law or security reasons, the Bank may have the Customer undergo Strong Authentication using the authorisation tools provided by the Bank.

Chapter 7

Terms and conditions of using the Phone Call to Customer Service

§ 11

1. Subject to § 3(1), the Bank can contact the Customer by phone starting from the first Bank Business Day after the Agreement conclusion date.
2. The Phone Call to Customer Service is available from 8.00 to 18.00 on Bank Business Days. Promptly after concluding the Agreement, the Bank will inform the Customer about the Central Unit which will be responsible for providing the Phone Call to Customer Service to the Customer and about that Unit's phone numbers. That information will be provided in the form specified in § 16(2), including emails sent to the email addresses specified in the Master Agreement or in another relevant document.
3. The Customer can use the Phone Call to Customer Service to place Instructions and obtain information specified in the Appendix to these Terms and Conditions.

4. The Customer and the Bank have the right to record all phone calls carried out in relation to the provision of the Phone Call to Customer Service or verification of the User's identity.

Chapter 8

Chapter 8: User identification in the Phone Call to Customer Service

§ 12

1. As part of the Phone Call to Customer Service, the Bank contacts the User by calling the relevant phone number in accordance with § 12(3) below.
2. During each call, the Bank identifies the User of the Phone Call to Customer Service by asking the User to provide the correct password.
3. The User's phone number and password are specified in the Agreement or in another relevant document used by the Bank or indicated by means of the Electronic Banking Services functionality enabling the management of the authorisations for the Phone Call to Customer Service.
4. If the Bank was unable to verify the User's identity based on the password, the Bank has the right to verify the User's identity based on the User's answers to questions asked by a Bank employee about the User's personal data (including identity document details) and about the data of the Customer represented by the User which are in the Bank's possession.
5. The Customer/ User is required to protect the password with a due care. The Customer/ User is fully liable for making it available to third parties.
6. If the password has been obtained by an unauthorised person, the User is required to place an Instruction to change the password:
 - a) by means of the Phone Service; or
 - b) in person at a Bank Branch or with an employee of any other Bank unit designated for Customer service.

The change of the password can also be requested by the Customer in the manner described in § 12(3).

7. The Customer is required to ensure that only the User has access to the phone/ phone number used to place Instructions and that the User protects that phone/ phone number against any third party access, loss, theft or misappropriation.
8. The Customer and the User are required to promptly inform the Bank about the loss, theft or misappropriation of the phone/ phone number used the Bank to contact the Customer as part of the Phone Call to Customer Service. The Customer will be liable for any third party use of the phone/ phone number which enables the User to access the Phone Call to Customer Service.
9. If required by law or security reasons, the Bank may have the Customer undergo Strong Authentication using the authorisation tools provided by the Bank.

Chapter 9

Instruction execution and Instruction execution confirmation

§ 13

1. Excluding the cases referred to in notes in the Appendix to these Terms and Conditions, if the User has placed an Instruction by means of the Services, the Customer will not be required to make any additional statements of will in writing. All data necessary to execute the Instruction will be provided by the Customer:
 - a) during a phone call (for the Phone Service/ Phone Call to Customer Service); or
 - b) by email (for the E-MAIL Service).
2. The Bank will execute the Instruction in accordance with the terms and conditions documents which apply to the products/ services referred to in the Instruction.
3. The User can place an Instruction to open a Settlement Account, agree the terms and conditions for maintaining that Settlement Account (or changes to those terms and conditions) with the Bank. Once all the required terms and conditions for opening and maintaining the Settlement Account have been agreed, a Settlement Account agreement/ an Annex to the Settlement Account agreement

is concluded and the Bank starts executing the Instruction, subject to § 13(11) and § 13(12) below. If the Instruction refers to a Settlement Account which should be linked to a VAT Account pursuant to separate regulations, then as a precondition to execute that Instruction, the User will specify all conditions required to link the said Settlement Account to an existing/ new VAT Account held by the Customer. The User's authorisation to open, hold and close Settlement Accounts and change the terms and conditions on which they are maintained will also apply to VAT Accounts.

4. The Term Deposit Account agreement is concluded on the day when the Bank and Customer agree over the phone the terms and conditions for maintaining the Term Deposit Account in response to an Instruction to open a Term Deposit Account placed by the Customer by phone or to the Bank's acceptance of terms and conditions specified in an Instruction sent using the E-MAIL Service. The Bank will provide the Customer with the confirmation of concluding the Term Deposit Account agreement and opening the Term Deposit Account on the terms and conditions agreed by the parties, subject to § 13(11) and § 13(12) below.
5. The Term Deposit Account will be credited with the funds debited by the Bank from one of the Settlement Accounts held by the Customer with the Bank at the moment of concluding the Agreement or opened and maintained by the Bank afterwards.
6. The Customer authorises the Bank to debit the Customer's Settlement Account maintained by the Bank and indicated by the User in the Instruction with the amounts of:
 - a) term deposits specified in the Instruction and foreign currency buy/ sell transactions made with the Customer at the exchange rates negotiated between the Customer and the Bank;
 - b) fees and charges due to the Bank for the performance of the Agreement, in particular for the execution of Instructions, as specified in the Schedule.
7. The Bank will execute the User's instruction on the date agreed with the User subject to § 13(8) and § 13(9) below.
8. The Instructions which are placed in accordance with these Terms and Conditions and specify an execution date later than the day on which they are placed will be executed on the date specified by the Customer subject to the time limits for the execution of those Instructions set out in the terms and conditions documents which apply to the product referred to in the Instruction. If the specified date is not a

Bank Business Day, the Instruction will be executed on the first Bank Business Day after the execution date specified in the Instruction.

9. The Instructions related to opening and maintaining Term Deposit Accounts which are placed by the Customer by 16.00 on a Bank Business Day and do not specified a later execution date will be executed by the Bank on the same day. Instructions placed after that time will be executed on the next Bank Business Day.
10. The Customer undertakes to ensure that the balance of funds in accounts is sufficient to execute the Instruction. The required funds have to be provided by 16.00 of the day specified by the Customer as the Instruction execution date.
11. The Bank will not execute the Instruction if:
 - a) the Instruction does not meet the conditions described in the Terms and Conditions, including if it goes beyond the scope specified in the Appendix to these Terms and Conditions and/or if it involves:
 - transferring the Customer's funds to a third-party bank account maintained by the Bank or to an account in another bank;
 - granting, modifying or revoking powers of attorney;
 - b) the Customer has not provided the sufficient funds to execute the Instruction and to cover the charges for operations specified in the Instruction, subject to the provisions of the Agreement on the insufficient amount of funds in the Settlement Account specified in an Instruction to open a Term Deposit Account;
 - c) the Instruction has been placed in breach of the Bank's regulations on relevant products and services.
12. After executing the Instruction, the Bank will promptly provide the Customer with an Instruction execution confirmation by means of the Electronic Banking Services or by sending it to the email address of the User who placed the Instruction specified in accordance with § 3(1)(b)–(c). The confirmation will include the terms and conditions of the placed Instruction and all settlements made by the Bank in relation to its execution (including the collected fees and charges). The Instruction to open a Term Deposit Account or a Settlement Account will specify the account number.
13. The User's reservations about the contents of the received Instruction confirmations will be processed by the Bank in the manner described in the chapter on complaints.

Chapter 10

Complaints

§ 14

1. The Customer or the User acting in the Customer's name can file a complaint:
 - a) orally: in person or by phone, with any organisational unit of the Bank servicing Customers;
 - b) on paper: by mail sent to the address of the Bank's registered office or any of its organisational units servicing Customers, or by courier or messenger, or by statement delivered in person to any organisational unit of the Bank servicing Customers;
 - c) electronically: by means of the iBiznes24 electronic banking service or E-MAIL service;
 - d) to the Bank's address for electronic deliveries referred to in the Polish Electronic Delivery Act of 18 November 2020 (if the address has been registered in the database of electronic addresses). The Bank will publish the information about the Bank's address for electronic deliveries at www.santander.pl/adres-do-edoreczen promptly after the Bank registers the address.
2. The relevant addresses and phone numbers are available at the Bank's organisational units servicing Customers, on the Bank's website (www.santander.pl) and in the relevant terms and conditions for the services which can be used to file a complaint as specified in § 14(1).
3. Depending on the subject of the complaint and the notification method chosen by the Customer or the User acting in the Customer's name, the Bank will respond to the complaint with a message to the inbox of the authorised User in the iBiznes24 Electronic Banking Services, with a letter or with an email sent to the Customer's/ User's email address specified in the Agreement:
 - a) in the case of complaints about payment services specified in Article 3 of the PSA (e.g. executing payment transactions or issuing payment instruments), the response will be sent within 15 business days of the receipt of the complaint. In particularly complex cases which make it impossible to process the complaint and respond to it within 15 business days, the time limit can

be extended to a maximum of 35 business days provided the reasons for the delay have been explained and the circumstances that need to be clarified have been pointed out;

- b) in all other cases, the response will be sent within 30 calendar days of the receipt of the complaint. In particularly complex cases which make it impossible to process the complaint and respond to it within 30 calendar days, the time limit can be extended to a maximum of 60 calendar days provided the reasons for the delay have been explained and the circumstances that need to be clarified have been pointed out.
4. In the case of complaints about non-executed or defectively executed Instructions or about any discrepancies in the Instruction confirmation, the conditions of the relevant proceedings based on the statements of will made by the Bank and the Customer during recorded phone calls or in emails sent as part of the E-MAIL Service. If any discrepancies are identified, the Bank will make adequate adjustments and provide the Customer with a confirmation specifying the changes made in the Instruction conditions.
5. The detailed information on filing complaints and processing complaints by the Bank is available on the Bank's website (www.santander.pl) and at the organisational units of the Bank servicing Customers.
6. Disputes between the Bank and the Customer who is a natural person that arise from the Bank's refusal to accept the Customer's/ User's complaint can be settled via the Financial Ombudsman out-of-court dispute settlement procedure in accordance with the Polish Act on processing complaints by financial market entities and on the Financial Ombudsman of 5 August 2015.

Chapter 11

Agreement termination

§ 15

1. The Customer and the Bank can terminate the Agreement with a one-month notice period. The termination notice has to be made in writing or by means of the Electronic Banking Services.

2. The Bank can terminate the Agreement with a notice period on substantive grounds.
3. The substantive grounds for terminating the Agreement with a notice period by the Bank occur: if the Bank is no longer able to perform the Agreement as a result of a change in generally applicable laws, or if the Customer/ User has violated the provisions of the Agreement, these Terms and Conditions, other stipulations representing an integral part of the Agreement or generally applicable laws, in particular if:
 - a) if the identification password used to access the Phone Service and the Phone Call to Customer Service has been provided to unauthorised persons or if the Customer has enabled unauthorised persons to send an Instruction from the User's email box (applicable for the E-MAIL Service);
 - b) there is a justified suspicion that the Customer or the User has committed a criminal offence;
 - c) it has been found out that the personal data and information in documents provided to the Bank are inaccurate;
 - d) the Services have been used for purposes other than their intended purpose;
 - e) the Customer no longer meets the requirements for accessing the Services specified in these Terms and Conditions.
4. The Agreement termination made by the Bank in writing is deemed effective upon delivery of the termination notice or the second missed delivery card calling to collect the notice. The notice will be sent by Polish Post Office registered mail to the correspondence address indicated by the Customer. The above provision does not apply to the natural persons who perform commercial or professional activity in their own name and to the partners in a civil code partnership of sole proprietors.
5. Unless the Agreement specifies otherwise, termination of the Agreement by the Customer or the Bank will not result in the termination of agreements on specific products/ services concluded by the Customer using the Phone Service. The Agreement termination will also not result in closing the Settlement Accounts and Term Deposit Accounts opened under those agreements, cancelling Payment Cards issued under those agreements or revoking access to the Electronic Banking Services provided under

those agreements. Those products and services will continue to be provided on the agreed terms and conditions.

Chapter 12

Final provisions

§ 16

1. The Customer undertakes to use the Services in accordance with the provisions of the Agreement, these Terms and Conditions and other stipulations representing an integral part of the Agreement as well as in accordance with generally applicable laws. The Customer is fully liable for any actions and omissions of Users in this regard.
2. The Bank will communicate changes in these Terms and Conditions:
 - a) by means of the Inbox (for the Customers using the Electronic Banking Service with the Inbox functionality); or
 - b) by including the wording of changes in the Account statements or by attaching the wording to those statements (for all other Customers); or
 - c) in writing in a separate letter.
3. Unless the Customer terminates the Agreement within 14 days of the day when the Bank informs the Customer about the changes in the manner specified above, the changes will be deemed accepted.
4. Subject to § 15(4), the Bank will send the communications about changes referred to in § 16(2)(b)–(c) and all other notices related to the Services by regular mail to the correspondence address indicated by the Customer.
5. The Customer is required to promptly notify the Bank in writing of any changes in their data provided in the documents held by the Bank if those changes have an impact on the use of the Services.

§ 17

1. The Bank and the Customer will communicate in Polish.
2. The conclusion and performance of the Agreement is governed by Polish law.

3. The Bank is supervised by Komisja Nadzoru Finansowego (Polish Financial Supervision Authority).

Appendix: List of available Instructions and information

No.	Type of Instructions and information	Phone Service	E-MAIL Service	Phone Call to Customer Service
1.	2.	3.	4.	5.
I. INSTRUCTIONS:				
1. Instruction to conclude an agreement on a new product/ service:				
a)	Settlement Account ¹⁾	+	+	-
b)	Term Deposit Account ¹⁾	+	+	+
c)	service of opening negotiated term deposit accounts and overnight deposit accounts on a regular basis ¹⁾	+	+	+
d)	Payment Card ²⁾	+	+	-
e)	Electronic Banking Services ²⁾	+	+	-
NOTE:				
1) The Instruction to open a Settlement Account which is required to be linked to a VAT Account by separate regulations should specify the Customer's existing VAT Account to be linked with the said Settlement Account or order the opening of a new VAT Account that will be linked with the said Settlement Account.				
An Instruction to open a Settlement Account or a Term Deposit Account placed by means of the E-MAIL Service will be executed once the Customer and the Bank have concluded a relevant agreement on the product indicated in the said Instruction. The agreement has to contain the terms and conditions specified by the Customer in the Instruction placed by means of the E-MAIL Service. The agreement should be either concluded in writing or accepted by the Customer by means of the Electronic Banking Services functionality enabling the Customer to accept documents prepared by the Bank and sent to the Customer through the Electronic Banking Services.				
2) The Instruction will be executed once the Customer and the Bank have concluded a relevant agreement on the product indicated in the said Instruction. The agreement has to contain the terms and conditions specified by the Customer either over the phone (for the Phone Service) or in the Instruction placed by means of the E-MAIL Service. The agreement should be either concluded in writing or accepted by the Customer by means of the Electronic Banking Services functionality enabling the Customer to accept documents prepared by the Bank and sent to the Customer through the Electronic Banking Services.				
2. Instruction to change the terms and conditions of maintaining/ handling the following product/ service:				
a)	Settlement Account, VAT Account ¹⁾	+	+	-
b)	Term Deposit Account	+	+	+
c)	service of opening negotiated term deposit accounts and overnight deposit accounts on a regular basis	+	+	+

No.	Type of Instructions and information	Phone Service	E-MAIL Service	Phone Call to Customer Service
1.	2.	3.	4.	5.
	d) Payment Card ²⁾	+	+	-
	e) Electronic Banking Services ²⁾	+	+	-

NOTE:

- 1) An Instruction to change the terms and conditions of maintaining a Settlement Account can also be an Instruction to change the VAT Account linked to that Settlement Account, which results in opening a new VAT Account or closing an existing one.
- 2) The Instruction will be executed once the Customer and the Bank have concluded an annex to the relevant agreement on the product indicated in the said Instruction. The agreement has to contain the terms and conditions specified by the Customer either over the phone (for the Phone Service) or in the Instruction placed by means of the E-MAIL Service. The annex to the agreement should be either concluded in writing or accepted by the Customer by means of the Electronic Banking Services functionality enabling the Customer to accept documents prepared by the Bank and sent to the Customer through the Electronic Banking Services. In the case of Instructions to temporarily increase the authorisation limit for a Payment Card that is a charge card, the above-mentioned rule for concluding/ accepting the annex to the agreement applies only if the Instruction is placed by means of the E-MAIL Service.

3. Instruction to terminate an agreement on the following product/ service:

a) Settlement Account ¹⁾	+	+	-
b) Term Deposit Account	+	+	+
c) service of opening negotiated term deposit accounts and overnight deposit accounts on a regular basis	+	+	+
d) Payment Card ²⁾	+	+	-
e) Electronic Banking Services ²⁾	+	+	-

NOTE:

- 1) Terms and conditions for executing Instructions to terminate the agreement and close a Settlement Account:
 1. The Bank will execute the Instruction to terminate the agreement and close the Settlement Account if all of the following conditions are met:
 - a) the Settlement Account indicated in the Instruction is not the last remaining Settlement Account of the Customer maintained by the Bank;
 - b) no Payment Card is linked to the Settlement Account indicated in the Instruction;
 - c) after closing the Settlement Account indicated in the Instruction, the funds in that Account (if any) are transferred to another account of the Customer maintained by the Bank;
 - d) If the Settlement Account indicated in the Instruction is linked to a VAT Account that is not linked to any other Settlement Account, closing the Settlement Account will also result in closing that VAT Account. If there are any funds in the VAT Account that is to be closed, they will be transferred to another VAT Account of the same Customer maintained by the Bank, in accordance with the rules specified in separate regulations and with the User's order placed as part of the Instruction to close the Settlement Account.
 2. After receiving the Instruction referred to in (1), the Bank will promptly notify the Customer that the User has placed that Instruction:
 - a) by sending the notification to the correspondence address or email address indicated for contacts with the Bank; or
 - b) by making the notification available by means of the Electronic Banking Services functionality enabling the Customer to accept documents sent through the Electronic Banking Services by the Bank.
 3. The Bank will execute the User's Instruction provided that:
 - a) the Customer does not communicate to the Bank any reservations about the Instruction within 7 business days of sending the notification in the manner described in (2)(a); or
 - b) the Instruction has been accepted by the Customer by means of the Electronic Banking Services: if the notification was sent to the Customer in the manner described in (2)(b).
- 2) The Instruction will be executed by the Bank once the Customer has placed an Instruction to terminate the agreement. The Instruction has to contain the terms and conditions specified by the Customer either over the phone (for the Phone Service) or in the Instruction placed by means of the E-MAIL Service. The agreement termination should be either made by the Customer in writing or accepted by the Customer by means of the Electronic Banking Services functionality enabling the Customer to accept documents prepared by the Bank and sent to the Customer through the Electronic Banking Services.

No.	Type of Instructions and information	Phone Service	E-MAIL Service	Phone Call to Customer Service
1.	2.	3.	4.	5.
4.	Other Instructions:			
a)	to buy/ sell foreign currency from/ to the Customer at the exchange rates negotiated by the Customer and the Bank	+	+	-
b)	to make the history of the bank accounts maintained by the Bank for the Customer available to the Customer on paper or in electronic form	+	+	-
c)	to issue certificates about the Customer's bank accounts maintained by the Bank	+	+	-
d)	made to notify the Bank in advance of a cash withdrawal at a Bank Branch from the Customer's current accounts maintained by the Bank	+	+	-
e)	to cancel documents, including the Customer's blank cheques	+	+	-
f)	to file a complaint about the cooperation between the Customer and the Bank	+	+	-
g)	to cancel a Payment Card ¹⁾	+	+	-
NOTE:				
1) In the case of Instructions placed by means of the E-MAIL Service, the Instruction should be placed in writing or accepted by the Customer via the Electronic Banking Service functionality enabling the Customer to accept documents prepared by the Bank and sent through the Electronic Banking Services.				
II.	INFORMATION:			
1.	Information about the terms and conditions for providing Term Deposit Accounts, Settlement Accounts, Payment Cards and Electronic Banking Services for the Customer by the Bank and on the rules of operation of those services and products	+	+	+
2.	Information about the balance and turnover in the Customer's accounts maintained by the Bank.	+	+	-
3.	Information about the currency exchange rates offered by the Bank	+	+	-
4.	Information about the utilisation of a sanctioned MultiLine, products granted within the MultiLine and the amount of the resulting debt towards the Bank	+	+	-

+ Instruction/ information available within the service
 - Instruction/ information not available within the service