Terms and conditions for payment cards for business customers

Effective as of 2 April 2024

Preamble

1. These Card Terms and Conditions specify the conditions and manner of issuing and using the following Payment Cards offered by the Bank to business customers: Visa Business Debit (until 2 April 2024 known as Visa Business Electron), Visa Business with an individual spending limit, Visa Business, MasterCard Business Debit, Visa Business EUR, Visa Business charge, MasterCard Business charge, Visa Business Gold charge, MasterCard Corporate Debit, MasterCard Corporate Charge, MasterCard Corporate Executive Charge.
2. The provisions of these Card Terms and Conditions also apply to other Payment Cards issued as part of special offers and not listed in (1) above.

Chapter I.General provisions

§ 1.

1. Cards:
   a) are international Payment Cards, which means that they can be used both in and outside of Poland;
   b) can be used to make Non-cash Transactions and withdraw cash at outlets marked with the Visa or Mastercard logo (as applicable) both in and outside of Poland in the manner and on the conditions specified in these Card Terms and Conditions;
   c) are used to make payments related to business activities;
   d) cannot be used for illegal purposes, including the purchase of goods and services prohibited by the law of the Holder and User's country or by the law of the country where the transaction is made.
2. Cards can be used to make Transactions at retail and service outlets (including the internet ones) and ATMs which are clearly marked with a logo of the relevant Card type specified by the Visa or Mastercard payment organisation. Card payments can be made by phone, by fax or by post if the person who handles the payment on behalf of the Payee confirms that these channels are available. Contactless Transactions can be made at outlets marked with the payWave or logo (for Visa Cards) or the PayPass or logo (for Mastercard Cards).
3. The detailed provisions on the MasterCard Corporate Debit, MasterCard Corporate Charge and MasterCard Corporate Executive Charge Cards can be found in Appendix 3 and 4. The Appendices are provided to the Holder if they enter into an Agreement on those Cards.
4. The rules for using the Account to access the services of Third Party Providers (TPPs), i.e. the providers of payment transaction initiation services and payment account information services, are set out in the terms and conditions document under which the Bank provides Electronic Banking Services.

§ 2.

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

3D-Secure Code: a one-off code sent by the Bank to the Holder's/ User's mobile phone number in order to verify their identity and perform an additional Authorisation of an instruction using the 3D-Secure Service.

3D-Secure Service ("Mastercard SecureCode" for Mastercard cards or "Verified by Visa" for Visa Cards): a security measure for internet Transactions, offered by selected Merchants.

Account Terms and Conditions: the *Terms and conditions for business accounts* on which the Bank maintains accounts for business customers.

Account: a bank account to which the Card is linked and which is maintained by the Bank under the Account Terms and Conditions.

ATM: a device that enables cash withdrawal and other Operations. Operations other than cash withdrawal (specified in these Terms and Conditions) can be carried out at an ATM only if it has the required functionalities.

Authentication: a procedure which allows the Bank to verify the identity of the Holder/ User or the validity of the Card, including the use of personalised security credentials.

Authorisation Cycle: a recurring monthly period in which Cash and Non-cash Transactions may be made up to the Individual Spending Limit in the case of non-Charge Cards.

Authorisation Limit/ Card Limit: a monthly limit up to which Transactions can be made with a Card within one Settlement Cycle. The Authorisation Limit/ Card Limit is sanctioned at the customer's request. Its amount is set by the Bank. It applies only to Charge Cards.

Authorisation: the User's consent to a Payment Transaction, granted in the manner described in § 16 of these Card Terms and Conditions. The consent can also apply to further Payment Transactions.

Available Funds: cash deposited in the Account on a given day. The Available Funds may be increased by funds made available to the Holder by the Bank under separate agreements and decreased by potential blocks arising from unsettled Transactions.

Bank ATM Network: ATMs marked with the Bank's logo.

Bank Branch/ Branch: the Bank's organisational unit which performs banking operations.

Bank Business Day: any day which is not a Saturday or a public holiday.

Bank CDM Network: CDMs marked with the Bank's logo. The CDMs can only be used to make cash deposits to Accounts maintained in PLN (except for Charge Cards, which cannot be used to deposit cash in a CDM).

Bank Rate: an up-to-date rate (either FX buy or sell rate, as applicable) set by the Bank for a currency and listed in the Bank's FX Rate Table available at Bank outlets and at www.santander.pl.

Bank Verification: verification of the Card's status (i.e. checking whether the Card has been cancelled or blocked) and balance of Available Funds in the Bank IT system.

Bank/ SAN PL: Santander Bank Polska S.A. with its registered office in Warsaw.

Blocking a Card: a temporary suspension of possibility to order Transactions Processed Online.

Bonus: a temporary increase in the Authorisation Limit for Charge Cards at the request of the Holder.

Cancelling a Card: the irrevocable deactivation of possibility to order Transactions Processed Online.

Card Terms and Conditions: these *Terms and conditions for payment cards for business customers*, which represent an integral part of the Payment Card Agreement.

Card User/ User: a natural person whose name and surname is printed on the Card and who received a power of attorney from the Holder to perform Operations with the Card only for and on behalf of the Holder.

Cardholder Activated Terminal Transaction (CAT): a Non-cash Transaction which is made with the physical use of the Card at self-service devices that might not require Authorisation with a PIN or a signature (e.g. payment of parking fees or motorway tolls or purchase of public transport tickets).

Card-not-present Transaction: a Non-cash Transaction which does not require the physical use of a Card, e.g. a payment over the internet.

Cash Transaction: a cash withdrawal made with a Card (including a withdrawal of cash from an ATM and a Manual Cash Withdrawal) or a cash deposit made to a CDM.

Cashback Transaction: a Transaction consisting in the withdrawal of a small amount of cash from a shop cash register made while paying with a Card. The service is available in Poland at outlets marked with the Visa cashback logo (for Visa Cards) or Mastercard/ Maestro cashback logo (for Maestro and Mastercard Cards). The maximum amount of a single cash withdrawal made using the cashback service is set by payment organisations. Detailed information can be found at www.santander.pl.

CDM (cash deposit machine): a device that makes it possible to deposit cash in the Account using a Card issued to that Account. Other operations (specified in these Terms and Conditions) can be carried out at a CDM only if it has the required functionalities.

Charge Card: a Card with an Authorisation Limit/ Card Limit sanctioned at the customer's request and set by the Bank. All Transactions Processed Online and Transactions Processed Offline settled in a given Settlement Cycle, together with fees and charges, are charged to the Account to which the Card was issued. The following Cards are Charge Cards: Visa Business charge, MasterCard Business charge, Visa Business Gold charge, MasterCard Corporate Charge and MasterCard Corporate Executive Charge.

Collective List of Operations/ Transactions: a specification produced for the Holder by the Bank after the end of a Settlement/ Authorisation Cycle. It covers all Transactions made and other Operations performed with Cards of a single type settled by the Bank within a given period and contains data such as the amount, date and currency of the Transaction.

Contactless Reader: an electronic device used to make Contactless Transactions. It reads Card data by means of a contactless aerial.

Contactless Transaction: a Cash or Non-cash Transaction made with a contactless Card. Transactions made in this manner can be Transactions Processed Offline.

CVV2/ CVC2 ("Card Verification Value"/ "Card Verification Code"): 3 digits of the security number printed on the back of the Card. The CVV2/ CVC2 is required to make a Transaction without the physical use of the Card.

Digital Wallet – a service provided by a third party (a Digital Wallet provider) under an agreement with the User. The Digital Wallet enables the User to register Payment Cards and make Payment Transactions using the registered Cards.

Electronic Banking Services: the Mini Firma service, Moja Firma plus service or iBiznes24 service, enabling access to banking services through electronic channels such as the internet, landline phone, text messages and mobile phone in a mobile service. Electronic Banking Services are provided on the rules specified in the electronic banking services agreement.

Embossed Card: a Card which can be used to perform Operations in electronic devices and ATMs and to make Transactions with the use of Imprinters and Card-not-present Transactions which do not require the physical presentation of the Card, e.g.: Transactions made by phone, by post or on the internet.

EMV Transaction: a Transaction made with the use of the Card's integrated circuit (the so-called chip). The Transaction processing standard is developed by an organisation formed by Card issuers (Europay, Mastercard and Visa).

EMV: a technology that enables the card's integrated circuit (chip) to be read.

Helpline: a Phone Service for Holders/ Users provided 24 hours per day by helpline advisors on 1 9999 (for calls from outside of Poland: + 48 61 81 19999). Detailed information about contact hours and options can be found at www.santander.pl. All Helpline calls are recorded. The per-minute rate as charged by the caller's operator. The Bank will apply Strong Authentication (if required by law or security reasons) or Authentication to all Instructions placed via the Helpline.

Holder/ Business: a business for which the Bank maintains the Account in accordance with the Account Terms and Conditions.

Imprinter: an offline device used to order Transactions at outlets accepting Embossed Cards. Transactions are ordered by imprinting the data embossed on the Card mechanically on the charge slip. The User authorises the Transaction by signing the Transaction receipt.

Inbox: the Holder's inbox in the Electronic Banking Services to which the Bank sends documents such as the Card Terms and Conditions and Schedules, information about their changes, Account statements, and marketing messages.

Individual Spending Limit: a total monthly value of all Transactions (Cash and Non-cash) which may be executed within one Authorisation Cycle. The Individual Spending Limit is set individually and applies only to non-Charge Cards.

Instruction: a Card-related statement of will submitted to the Bank by the Holder or a person authorised by the Holder. An Instruction can be placed at a Branch, via the Electronic Banking Services, via the Phone Service or, if the Holder is represented by a natural person authorised to single-handedly make statements of will in the Holder's name (based on an entry to CEIDG/ National Court Register), also via the Helpline. The types of Instructions, conditions for their execution and list of places where they are executed can be found at www.santander.pl.

International Transaction: a Transaction ordered in a foreign currency or in PLN at a Merchant having a registered office outside of Poland.

List of Operations/ Transactions: a specification produced for the Holder or the User by the Bank after the end of a Settlement/ Authorisation Cycle. It contains Transactions made with the Card and other Operations performed with its use or an Account statement including Transactions made with the Card.

Manual Cash Withdrawal: a Cash Transaction which consists in the withdrawal of cash at a bank or another financial institution by means of a POS Terminal. Depending on the terminal type, the Transaction is authorised by the Holder/ User with their signature or PIN code.

Mastercard: a payment organisation which cooperates with the Bank in issuing Mastercard Cards and through which Transactions ordered with these Cards are settled.

Merchant: a business that accepts payments made with Payment Cards.

Non-cash Transaction: any payment made with a Card, including Card-not-present Transactions.

"No-show" Transaction: a Transaction related to a non-cancelled booking at a T&E Service Provider. If the booking is not cancelled, the Account is debited with the amount specified by a given T&E Service Provider in its rules for providing services (made available to the Holder/ User).

Operation: a Transaction or another action performed using a Card, for example changing a PIN or checking the Available Funds at an ATM.

Partner Outlet: the Bank's agency outlet operating under the name of "Partner Outlet of Santander Bank Polska".

Payee: a natural person, a legal person or an organisational unit that is not a legal person but has legal capacity under applicable laws who or which receives the funds provided as part of a Payment Transaction.

Payee's Provider: an entity providing payment services for the Payee with regard to the execution of Transactions.

Payment Card (Card, Debit Card): a payment instrument as defined in the Payment Services Act: a payment card with a magnetic strip and a microchip which was issued by the Bank and identifies its issuer, the authorised Card User and the Holder. Cards can be used to make payments (i.e. orders to execute a Non-cash or Cash Transaction), cash withdrawals, and cash deposits to the Account in the Bank CDM network, or to perform other actions, such as changing the PIN or checking the Available Funds in an ATM, in line with the provisions of the Agreement and these Card Terms and Conditions.

Payment Card Agreement/ Agreement: a master agreement as defined in the Payment Services Act, made between the Holder and the Bank and specifying the rights and obligations of the Holder, Card User and the Bank as the Card issuer. The *Agreement on maintaining bank accounts and providing payment services for business customers* („Umowa o prowadzenie rachunków bankowych oraz świadczenie usług płatniczych dla Przedsiębiorców") and *Master agreement on MASTERCARD BUSINESS payment card* („Umowa ramowa o kartę płatniczą MASTERCARD BUSINESS") are also considered Payment Card Agreements.

Payment Order: a statement made by the User or the Payee to their payment service provider, containing an order to make a Payment Transaction.

Payment Transaction/ Transaction: a deposit, transfer or withdrawal of cash initiated by the User or the Payee.

Phone Service: a service performed based on a separate agreement whereby the access to banking services by phone is provided under the *Terms and conditions of providing selected services for business and corporate customers* or under the *Terms and conditions of providing selected phone services for business customers*.

PIN (Personal Identification Number): a digital code whose function is to authenticate the Card User when they use devices reading information encrypted in a magnetic strip or in a microchip.

PIN-Mailer: a secure envelope containing the PIN assigned to the Card.

POS Terminal: an electronic device used to make Cash and Non-cash Transactions and print their confirmations. It reads data from the Card's magnetic strip or microchip, using the contactless aerial embedded in the Card in the case of Contactless Transactions.

Quasi-cash Transaction: a Non-cash Transaction during which funds are exchanged into cash/ money units and which is made at outlets marked as casinos, internet casinos, games of chance operators, betting operators, lotteries and totalisators.

Recurring Transaction: a Card-not-present Transaction as a result of which an amount agreed between the User and the service provider is regularly debited from the Account on set dates and at a set frequency (annually, quarterly, monthly). The User confirms the amount, the manner of debiting their account and the period of the agreement with the service provider, and provides the data just as in the case of other types of Card-not-present Transactions. By doing so, the User undertakes to ensure funds to cover the future obligations. The User has the right to revoke their consent granted to the Payee at any time and, if the Account continues to be debited, file a complaint with the Payee. In order to revoke their consent for the recurring service, the User/ Holder needs to report that fact at least 7 days before the Bank receives a Payment Order related to a given Transaction.

Schedule: the *Schedule of fees and charges collected by Santander Bank Polska S.A. for banking services provided to business customers*.

Settlement Currency: a currency used by the Bank in accordance with the regulations of the Visa or Mastercard organisation to settle Transactions made in a currency other than the Account currency.

Settlement Cycle: a recurring monthly period in which Cash and Non-cash Transactions may be effected up to the Card Limit and after which Transactions, fees and charges related to Charge Cards are settled.

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:

a) knowledge about something only the Holder/ User knows;
b) possession of something only the Holder/ User possesses;
c) inherent features of the Holder/ User.

T&E (Travel and Entertainment) Service Provider: an entity which provides travel-related services, such as an airline, a hotel, a car rental or a cruise ship.

Transaction Processed Offline: a Transaction processed without the verification of the Card status and the balance of Available Funds in the Bank IT system. If there are no Available Funds in the account, the settlement of a Transaction Processed Offline may result in unauthorised overdraft or exceeding the Authorisation Limit.

Transaction Processed Online: a Transaction processed with the verification of the Card status (e.g. whether the Card has been cancelled) and the balance of Available Funds in the Bank IT system.

Visa: Visa Europe, an organisation of payment cards issuers which cooperates with the Bank in issuing Visa Cards and through which Transactions ordered with these Cards are settled.

Chapter II. Issuing and renewing a Card

§ 3.

1. The Holder can apply for Cards through the Holder's authorised representative.
2. The Holder can apply for the Visa Business Debit, MasterCard Business Debit and Visa Business Payment Cards at Partner Outlets.
3. The Phone Service user can apply for Payment Cards on the rules described in the relevant Phone Service regulations.
4. The Holder can apply for more than one Card to be issued to individuals for whom the Holder will make a statement about granting them a power of attorney to use the Card to make Transactions charged to the Account specified by the Holder and at the same time will waive the right to revoke the power of attorney until the Card is taken away from the User or cancelled.
5. The power of attorney referred to in § 3(4) is granted as part of the Agreement. The Holder can revoke the power of attorney at a Branch or at a Partner Outlet. The Holder represented by a natural person authorised to single-handedly make statements of will on behalf of the Holder (based on an entry to CEIDG/ National Court Register) can also revoke the power of attorney via the Helpline.

§ 4.

1.To apply for a Card, the customer must hold an Account with the Bank (rules for opening, maintaining and closing the Account are specified in the Account agreement and in the Account Terms and Conditions).
2. The Card is issued after the Payment Card Agreement is made.

§ 5.

1. More than one Card can be issued to one Account in a given currency, but only one Card of a given type can be issued to one User.
2. The Holder is fully liable for Transactions made with all Cards issued to their Account.
3. If the Holder is a natural person performing commercial activity on their own behalf, the relevant provisions of the Card Terms and Conditions concerning the User apply also to the Holder.

§ 6.

1. If the Bank issues a Card to the User, the User will receive the PIN in the manner specified in the Agreement. In the case of Charge Cards, within 14 days of signing the Agreement, the PIN-Mailer is mailed to the correspondence address indicated by the User for Card-related matters.
2. The User is required to promptly notify a Branch/ Partner Outlet if the PIN-Mailer is damaged, if the PIN is illegible or if the User has not received a PIN-Mailer within 30 days of signing the Agreement. After being notified, the Bank

reissues the PIN at its own cost. If the PIN is issued at a Branch, it will be activated no later than on the next business day after the day when it was issued.

3. Cards are mailed to the correspondence address indicated by the User for Card-related matters. If the Card is not received, the Holder is required to contact the Bank. The Charge Cards listed in Appendix 1 are an exception as they are collected at a Branch.
4. The Holder can request an express Card issuance at a Branch. The Card will then be mailed to the User's correspondence address for Card-related matters (in accordance with the Instruction), except for Charge Cards specified in Appendix 1, which will be mailed to the address of the Branch. The express issuance option is unavailable if the Card Agreement is made at a Partner Outlet.
5. After the User receives the Card by post/ collects the Card at a Branch, they should activate the Card in the manner described in materials attached to the Card and available at www.santander.pl (subject to § 6(6) below).
6. The User can also activate their Card using the Mini Firma or Moja Firma plus service before they receive the Card by post/ collect it at a Branch. This way, the User will be able to do the following things right away:
   a) make online Card payments; and
   b) use the Card in a Digital Wallet (as long as the Card has been added to the Digital Wallet).
7. If the Card has a signature panel, the Card User is required to sign the Card with a signature matching the specimen signature submitted to the Bank. When ordering a Cash Transaction, the User has to use such a signature if a signature is required. The signature must be entirely within the signature panel and must enable a clear identification of the User.

§ 7.

The Card Holder/ User has to communicate any change to their personal data and keep all other contact data provided to the Bank up to date.

§ 8.

1. Subject to § 11(2), Cards are renewed automatically. The Holder/ User may also be required to provide the Bank once more with a mobile phone number used to send 3D-Secure Codes.
2. Renewed Cards are mailed to the correspondence address indicated by the User for Card-related matters.
3. The Bank has the right to refuse to issue or renew a Charge Card based on the assessment of the Holder's repayment capacity.
4. If the Bank refuses to renew a Card, it will notify the Holder of its refusal in writing.
5. The Bank may refuse to issue another Card. It may happen e.g. if the Cards previously issued to the Account in question have been cancelled or blocked by the Bank as a result of unauthorised overdraft in the Account.

§ 9.

1. If an authorised person has not collected a Charge Card (listed in Appendix 1) at a Bank Branch within 30 days of making the Agreement, the Bank will destroy the Card. In such a case, the Agreement is considered to be terminated at the end of that 30-day period, subject to § 9(2) below. If the Holder or the User notifies the Bank within that period of their inability to collect a Card, the Bank can store the Card for them.
2. If an issued Card is not collected as described in § 9(1) by an authorised person within the time limit specified above, the Bank will not reimburse the collected charges.

§ 10.

The Card validity period expires on the last day of the month specified on the Card.

§ 11.

1. If a Card is renewed or replaced, the Agreement period is extended by the new Card validity period.
2. The Agreement will continue to be extended (without submitting any additional statements of will) by subsequent periods corresponding to the validity period of a renewed/ replaced Card until the Holder/ User submits a written opt-out statement or the Bank decides not to extend the Agreement period. The Holder or User (as applicable) can opt out of extending the Agreement period by submitting a written opt-out statement to a Bank Branch at least 60 days before the expiry of the validity period of their current Card. The Bank may also decide not to extend the Agreement period. The Bank will deliver such a decision to the Holder by post at least 30 days before the expiry of the validity period of the Holder's current Card.
3. Submitting a written Card opt-out statement results in terminating the Agreement.
4. The User of a renewed Card will use the same PIN as before unless the Bank informs them about the need to assign a new PIN.
5. The number of the renewed Card may be different to the number of the previously issued Card.

§ 12.

1. The Holder has the right to withdraw from the Agreement by submitting a written withdrawal statement to the Bank within 14 days of receiving the first Card.
2. The withdrawal will be effective only if the User has not performed any Operation with the Card.
3. Following the Holder's withdrawal from the Agreement, the Bank will reimburse the Holder for all collected fees and charges no later than within 14 days of receiving the withdrawal statement.

§ 13.

1. If the Holder/ User opts out of using a Card during its validity period, they should return it to a Branch/ Partner Outlet. In such a case, the Agreement is considered to be terminated at the moment of returning the Card, subject to § 13(2).
2. In the case described in § 13(1), the Bank will not reimburse the Holder for the fee collected for the started period of using the Card.

§ 14.

1. The Bank has the right to change the type of a Card during its validity period or when it is renewed (without signing a dedicated annex to the Agreement) if:
   a) the Account type is changed or the type of a Card offered by the Bank to the Holder's current or new Account is changed;
   b) the Card is no longer offered by the Bank.
2. The Bank will inform the Holder about the above-mentioned change at least 30 days in advance and specify the type of the Card that will be issued to Users. In such a case, the provisions of § 37(2) and § 37(5) will apply accordingly.
3. The Holder can choose a different Card out of the Cards available to a given Account within 15 days of being informed about the change. The Holder submits an application for a different Card at a Branch or in the manner described in the communication about the change.

Chapter III. Card use

§ 15.

1. A Card can be used only by the person whose identification data, based on the personal data specified in the Agreement, are printed on the Card.
2. The User is required:
   a) to use the Card only during its validity period;
   b) to comply with generally applicable laws, in particular with the Polish Payment Services Act and the Polish Foreign Currency Law Act;
   c) to properly protect the Card against loss, theft or damage; to protect the Card against melting, breaking and bending; and not to keep the Card close to devices which generate an electromagnetic field that could demagnetise the Card;
   d) to keep the PIN secret;
   e) not to give third parties access to the mobile phone and SIM card linked to the number used to receive 3D-Secure Codes; and to keep the received Codes secret;
   f) not to reveal the data printed on the Card except while making a transaction or reporting Card loss;
   g) to comply with the Agreement, these Card Terms and Conditions and the Account Terms and Conditions;
   h) not to provide the Card or the PIN to third parties;
   i) not to copy the Card and not to allow it to be copied;
   j) not to keep the Card together with its PIN;
   k) to promptly inform the Bank about the loss, destruction, theft, misappropriation or unauthorised use of:
      – the Card (including Card data) and about any instance of unauthorised access to the Card: in the manner specified in § 29(1)(b)–(e);
      – the mobile phone and SIM card referred to in § 15(2)(e): by visiting a Bank Branch or a Partner Outlet or over the phone via the Helpline;

l) to update the number of the mobile phone referred to in § 15(2)(e) by visiting a Bank Branch or a Partner Outlet or over the phone via the Helpline;
m) to monitor, on an ongoing basis, debits against the Account caused by Card Transactions and promptly report any discrepancies or irregularities;
n) before the termination/ expiry of the Card Agreement: to cancel all bookings made using Card data at T&E Service Providers;
o) 30 days before the termination/ expiry of the Card Agreement: to revoke the consent for the Service Provider to initiate Recurring Non-cash Transactions using Card data;
p) not to leave Card data stored on any devices in a manner enabling them to be used or read by unauthorised individuals.

3. The User should take special precautions while making Card-not-present Transactions with a Card. In particular, the User should not disclose the Card's number or its validity date if they are not certain how these data will be used or if these data might be obtained by unauthorised individuals.
4. It is prohibited to enter into Quasi-cash Transactions with entities listed in the register of domains used to offer games of chance in breach of the Polish Gambling Act of 19 November 2009, published on the website of the Polish Ministry of Finance, and to participate in games of chance organised without a licence, a permission or an applicable notification as defined in the said Act.

§ 16.

1. If the Holder's/ User's consent to a Transaction (Authorisation) has to undergo Strong Authentication for security reasons or for legal reasons, the Strong Authentication will be performed in the following ways:
   1) in the case of Cash Transactions:
      a) at an ATM: by inserting a card into the reader or holding a contactless Card near the Contactless Reader, and entering the PIN;
      b) at a CDM: by inserting a Card into the reader or holding a contactless Card near the Contactless Reader, and entering the PIN;
   2) in the case of Non-cash Transactions at a POS Terminal: by inserting a Card into the POS Terminal or holding a Contactless Card near the Contactless Reader, and entering the PIN;
   3) in the case of Card-not-present Non-cash Transactions, including the first in a series of Recurring Transactions: by providing the Card data (Card number, Holder's/ User's data, Card expiry date, CVV2/ CVC2), and then:
      a) authenticating the Transaction on a trusted mobile device and entering the Mobile Signature/ Mobile Authorisation PIN; or
      b) authenticating the Transaction on a trusted mobile device, scanning the Holder's/ User's biometric feature with a reader installed in the mobile device and verifying its conformity with a previously saved template of that biometric feature as specified in the terms and conditions document for the relevant Electronic Banking Service; or
      c) authenticating the Transaction by entering the Electronic Banking Service password and logging in on a trusted computer or providing a 3D-Secure Code; or
      d) providing a 3D-Secure Code and entering the PIN.
2. The Bank may decide not to apply Strong Authentication:
   1) in the case of Non-cash Transactions made by means of a POS Terminal:
      a) if the value of a single Contactless Transaction is not higher than the equivalent of EUR 50, and the total value of all Contactless Transactions since the last Strong Authentication is not higher than the equivalent of EUR 150; or
      b) if the Transaction is a CAT Transaction.

      In such a case, Transactions are authorised by inserting a Card into the reader or holding a Contactless Card near the Contactless Reader after the Transaction value is displayed;
   2) in the case of Card-not-present Non-cash Transactions:
      a) if the Payee is present on the list of trusted Payees that has been created by the Holder/ User; or
      b) if the value of the Transaction is not higher than the equivalent of EUR 30, and the total value of all Card-not-present Transactions since the last Strong Authentication is not higher than the equivalent of EUR 100; or
      c) if the Bank believes that the risk related to the Transaction is very low.

      In such a case, the Transaction is authorised by providing the Card data or providing both the Card data and a 3D-Secure Code. The Merchant can request the following Card data: the Card number, the Holder's/ User's data, the Card expiry date and CVV2/ CVC2;
      d) if the initiated Transaction is another Recurring Transaction for the benefit of the same Payee.

      In such a case, the Authorisation given for the first Transaction covers all further Recurring Transactions;
   3) if it is not required for security reasons or for legal reasons.

      In such a case, depending on the type of Transaction, the Authorisation is carried out:
      a) in the case of Non-cash Transactions made by means of a POS Terminal:
         – as specified in § 16(2)(1) above; or
         – by signing a Transaction confirmation;
      b) in the case of Card-not-present Non-cash Transactions – as specified in § 16(2)(2) above.
3. In order for the Payment Order to be correctly executed, the User has to use the Card in the manner specified in these Card Terms and Conditions and authorise the Transaction.
4. If the device used by the User to make the Transaction operates in a mode that enables only offline processing, the Transaction may be rejected.
5. Non-cash Transactions, Transactions at ATMs outside of the Bank ATM Network and Cashback Transactions are initiated either by the Payee or through the Payee (after the Payee has obtained a consent for the Transaction from the User or received a Payment Order).
6. Transactions in the Bank ATM Network are initiated by the Card User.
7. A Payment Order is deemed received at the moment when the Bank receives that Payment Order. Payment Orders are delivered to the Bank in the form of settlement documents that specify, among other things, the data of the Card used for Authorisation. The Bank will not debit the Account until it receives the Payment Order.
8. After the Authorisation, the Payment Order cannot be cancelled.
9. The Holder is required to promptly notify the Bank of any unauthorised, non-executed or defectively executed Transactions identified by the Holder. If the Holder does not notify the Bank within 13 months of debiting the Account or of the day when the Transaction was to be executed, the Holder's claims towards the Bank will expire.
10. The Holder bears the burden of proving that a Transaction was not authorised by the Holder or was executed defectively.

§ 17.

1. All Cards have the 3D-Secure Service enabled.
2. A 3D-Secure Code may be required to make a Transaction over the internet. If a 3D-Secure Code is not submitted when required, the Transaction will be rejected.
3. 3D-Secure Codes are sent:
   a) to the mobile phone number provided for confirming Instructions in the Mini Firma or Moja Firma plus service (number for smsCodes): in the case of the Users of those services;
   b) to the mobile phone number provided to the Bank for sending 3D-Secure Codes: in all other cases.
4. The mobile phone numbers for 3D-Secure Codes and for smsCodes may be different.
5. The phone number for 3D-Secure Codes can be indicated/ changed by:
   a) the User/ Holder or a person authorised by the Holder:
      – at a Bank Branch;
      – at a Partner Outlet;
      – at the Business Service Centre/ SME Service Centre by means of the Phone Service;
      – by means of the iBiznes24 service;
   b) the User/ Holder represented by a natural person authorised to single-handedly make statements of will on behalf of the Holder (based on an entry to CEIDG/ National Court Register): over the phone via the Helpline.
6. The 3D-Secure Service can be used only if it is made available by a given Merchant.

§ 18.

1. Cash and Non-cash Transactions can be ordered only up to the amount of Available Funds and the Individual Spending Limit or Authorisation Limit (depending on the Card type), taking into account previously executed Transactions and subject to § 18(2).
2. In order to protect the Holder's funds, the Bank uses additional safety measures: limits for the number and value of Transactions, specified in Appendices 1 and 4. The Holder can change daily limits up to the maximum levels specified in Appendices 1 and 4. The Holder can also set a monthly limit for Cash Transactions, Non-cash Transactions and Card-not-present Transactions.
3. For all newly issued Cards, the Bank sets default daily limits specified in Appendices 1 and 4 and deactivates the functionality allowing for Transactions at non-EMV POS Terminals and cash withdrawals at non-EMV ATMs. The above settings can be changed by placing an Instruction as described in § 18(9) or § 18(11).
4. Renewed Cards retain their pre-defined Transaction limits and settings for Transactions at non-EMV POS Terminals and withdrawals from non-EMV ATMs.
5. The Bank reserves the right to set individual limits for the number and value of Transactions (other than those specified in Appendices 1 and 4) for security reasons. The only result of introducing such limits will be the need to contact the Holder/ User in order to have the Transaction confirmed over the phone by the Holder or the User (as applicable). For that purpose, the Bank has provided Holders/ Users with a phone number printed on the Card.
6. Cashback Transactions count towards the daily limit for the value of Non-cash Transactions.
7. Cashback Transactions can only be ordered with Visa Business Debit (until 2 April 2024 known as Visa Business Electron) and MasterCard Business Debit Cards.
8. Transactions Processed Online can decrease the Available Funds by the authorised amount for the following period regardless of whether they were executed:
   a) in the case of Transactions made at ATMs (with all Card types): up to 10 calendar days;
   b) in the case of Transactions made by entering Card data at a POS Terminal (without physically using the Card): up to 30 calendar days;
   c) in the case of all other Transactions:
      – made with Visa Cards: up to 8 calendar days;
      – made with Mastercard or Maestro Cards: up to 8 calendar days (or, in the case of Contactless Transactions with service providers such as public transport companies or buses: up to 14 calendar days).
9. The limits set for a Card can be changed in the following manners:
   a) The Holder or a person authorised by the Holder can place an Instruction:
      – by means of the Mini Firma or iBiznes24 service;
      – at a Bank Branch;
      – at a Partner Outlet;
      – at the Business Service Centre or the SME Service Centre, if a Phone Service is used;
   b) the Holder represented by a natural person authorised to single-handedly make statements of will on behalf of the Holder (based on an entry to CEIDG/ National Court Register): also over the phone, via the Bank Helpline.
10. For security reasons, the Bank has deactivated the possibility to use Cards to make Transactions at non-EMV POS Terminals and withdraw cash from non-EMV ATMs outside of Poland.
11. The functionality of making transactions at non-EMV POS Terminals and cash withdrawals from non-EMV ATMs can be activated in the following manners:
   a) the Holder or a person authorised by the Holder can activate the functionality:
      – by means of the Mini Firma or iBiznes24 service;
      – at a Bank Branch;
      – at a Partner Outlet;
      – at the Business Service Centre or the SME Service Centre, if a Phone Service is used;
      – via the Helpline;
   b) the User: by calling the Helpline or visiting a Bank Branch or a Partner Outlet;
   c) the Holder represented by a natural person authorised to single-handedly make statements of will on behalf of the Holder (based on an entry to CEIDG/ National Court Register): also by calling the Helpline.
12. If an Instruction to increase limits or activate the functionality of making Transactions at non-EMV POS Terminals and withdrawals from non-EMV ATMs is placed using the Mini Firma or iBiznes24 service, it has to be confirmed with an authorisation tool.
13. Promptly after placing the relevant Instruction, new limits will start to apply and the functionality of making Transactions at non-EMV POS Terminals and withdrawals from non-EMV ATMs will be activated.

§ 19.

1. The current limit for the value of Contactless Non-cash Transactions which can be made in Poland without confirming them with a PIN can be found at www.santander.pl. The limits for Transactions made with a Card registered in a Digital Wallet and for Transactions made outside of Poland may be different.
2. Using the contactless functionality of the Card may result in overdrawing the balance available in the Account. The Holders/ Users of Cards are required to take proper care when using the contactless functionality of their Cards in order to limit the risk of overdrawing the Account.
3. The Holder/ User can deactivate and reactivate the contactless functionality of their Card at any ATM from the Bank ATM Network. The contactless functionality is deactivated only for a specific Card held at the time by the Holder/ User. If a Card is renewed or a new Card is issued in place of a lost/ cancelled one, the contactless functionality will have to be deactivated again. The service is free of charge.
4. For security reasons, any Contactless Non-cash Transaction, regardless of its amount, may be required to be made as a standard Non-cash Transaction at a POS Terminal even if all conditions for making a Contactless Transaction have been met.

§ 20.

1. The PIN is known only to the Card User.
2. The Card User can change the PIN at the ATMs which provide such a service to Card Users. In such a case, the current PIN and the Card are required to change the PIN.
3. If the User cannot recall the PIN, the Bank should be requested to generate a new PIN, subject to § 20(4).
4. Card Users with access to the Electronic Banking Services can set new PINs for their Cards and change PINs without providing the current PIN.
5. If the wrong PIN is entered at ATMs or POS Terminals for the third time in a row, the Card will be blocked in the system regardless of how much time has passed since the previous failed attempt to enter the PIN. The User can unblock a Card by calling the Helpline.
6. The Card User who has access to the Mini Firma or Moja Firma plus Electronic Banking Service and avails of an authorisation tool can also use the relevant Electronic Banking Service to unblock the Card blocked as a result of entering the wrong PIN.
7. When making Contactless Transactions at commercial and service outlets, the User presents the Card and enters the PIN (if the POS Terminal is equipped with a PIN pad) or signs a print-out from the POS Terminal, or presents the Card and signs the receipt from the Imprinter.
8. When making Non-cash Transactions with the Card, the Card User should present an identity document if requested by the staff of the commercial and service outlet and agree to writing down the document data by the staff to confirm that the Transaction has been made.
9. Card Transactions made without the physical presentation of the Card (over the phone, by fax, by post or on the internet) require providing the Card number, the Card validity date, the User's surname and (only for internet Transactions) the CVV2/ CVC2. The PIN should never be provided during such Transactions.
10. In the case of Recurring Transactions (debiting the Card Account e.g. each month, such as subscriptions), at least 30 days before opting out of the Card, the Card Holder is required to revoke the consent for such Transactions granted to the Payee.
11. The requirement to sign a print-out from the POS Terminal or enter the PIN does not apply to selected CAT Transactions and Contactless Transactions which do not exceed the limits referred to in § 19(1).
12. Information about business Debit Cards, including the detailed Debit Card data and the history of Operations, is provided to the Holder by means of the Electronic Banking Services.

§ 21.

1. The Bank provides Lists of Operations and Collective Lists of Operations subject to § 22(2).
2. In the case of non-Charge Cards, the Bank provides the List of Operations/ Collective List of Operations to the Holder/ User only if it was requested by the Holder. The information about charges and fees collected for Transactions made with those Cards is included in the Account statement.
3. Lists of Operations (Transactions) are sent to the correspondence address indicated by the User for Card-related matters within 7 business days of their preparation.
4. Collective Lists of Operations (Transactions) are provided to the Holder within 7 business days at the Branch that maintains the Account to which the Card was issued.
5. The Bank collects charges for the lists in accordance with the Schedule.

§ 22.

1. The Holder is required to maintain a sufficient Account balance to cover all executed Transactions made with all Cards issued to the Holder's Account (regardless of their type) and all fees and charges due to the Bank for Card use on the Transaction settlement day (the day when the Account is debited with the amounts of executed Transactions) or, for Charge Cards, on the last day of the Settlement Cycle or the Grace Period.
2. The value of Transactions made with Cards other than Charge Cards is debited from the Account no later than on the next business day after the day when the Payment Order is received, i.e.:
   a) in the case of Transactions referred to in § 16(5): the day when settlement files are received via the Visa or Mastercard organisation;
   b) in the case of Transactions referred to in § 16(6): the day when the Transaction is authorised.
3. If the Available Funds are overdrawn to cover the executed Transactions, the provisions of § 26 will apply.
4. The Bank has the right to debit the Account with the amounts of Transactions authorised with all Cards issued to that Account and fees and charges specified in the Schedule.
5. By entering into the Agreement, the Holder consents to have their Account debited with due fees and charges, which may result in the debt referred to in § 26.

§ 23.

1. The right to use a Card expires if any of the following events occurs:
   a) the Card validity period has expired;
   b) the Card has been damaged or completely destroyed;
   c) the Card has been replaced with a new one;
   d) the Card has been blocked or cancelled;
   e) the Account to which the Card was issued has been closed;
   f) the Holder/ User has opted out of the Card;
   g) the Holder has revoked the power of attorney granted to the User;
   h) the User has died or lost their capacity to perform acts in law;
   i) the Holder's capacity to perform acts in law has been lost or limited, the Holder has died or the Holder's legal existence has ceased;
   j) the Agreements have been terminated or have expired.
2. The Payment Card Agreement expires or is terminated (as applicable) if:
   a) the agreement on the bank Account to which the Card was issued is terminated or expires;
   b) the Holder terminates the Card Agreement;
   c) the Card validity period expires and the Holder has submitted a statement on opting out of extending the Agreement period or the Holder has received a decision not to extend the Agreement period;
   d) the User dies;
   e) the succession administrator ceases to perform their function.
   f) an authorised person did not collect a Charge Card (listed in Appendix 1) at a Bank Branch within 30 days of entering into the Agreement, or the mail with a Card other than the Charge Card has been returned to the Bank, and the person authorised to collect that mail did not report that they had not received the Card. The report has to be made within 30 days of entering into the Agreement/ renewing the Card/ issuing a new Card in place of a cancelled one (as applicable).

Chapter IV. Settling Transactions

§ 24.

1. The Account is debited with:
   a) amounts of Transactions made with Cards in and outside of Poland;
   b) fees and charges for handling and using Cards, including those related to Transactions.
2. The Bank collects fees and charges in accordance with the applicable Schedule.
3. The Bank reserves the right to change the Schedule. The Schedule specifies the grounds for such changes.

§ 25.

1. Transactions are executed in the currency of the country where they are made, subject to § 25(3).
2. Internet transactions made at Merchants with their registered office outside of Poland are considered International Transactions regardless of the Transaction currency. Transactions made in PLN and authorised at Merchants with their registered office outside of Poland are settled by the Bank in the Account currency.
3. If the Merchant allows for the choice of the Transaction currency, the User may be requested to select the Transaction currency from the list of available currencies.
4. If the Card User purchases goods/ a service in a currency other than their Account currency and then returns the goods/ service, the Holder will be liable for any potential FX differences.
5. The Account is debited in the Account currency.
6. If a Card issued to an FX Account is used to make a Transaction in the Account currency, the Transaction amount is debited from that Account without any additional conversions.
7. If a Transaction is made in a currency other than the Account currency, the Transaction amount converted to the Account currency at the Bank Rate (FX sell rate) will be used as a basis to calculate the Transaction conversion fee if such a fee is provided for in the Schedule.
8. Transactions made with Visa Cards issued to PLN Accounts and effected in a currency other than PLN for which the Bank sets rates and publishes them in the FX rate table will be converted by the Bank from the Transaction currency into PLN. The conversion will be made at the Bank's Rate, i.e. at the FX sell rate applicable as at the day when the data are entered into the Bank system. The amount of executed Transactions is debited from the Account in PLN. The debited amount is used as a basis to calculate the Transaction conversion fee in accordance with the Schedule.
9. Transactions made with Mastercard Cards issued to PLN Accounts and effected in a currency other than the Account currency are converted first into EUR and then from EUR into PLN. The conversion into EUR is made at the rate applicable in the Mastercard system on the day when the Transaction is settled by Mastercard. The conversion into PLN is made at the Bank Rate (FX sell rate) applicable on the day when the Transaction is entered into the Bank system.
10. If a Transaction is made with a Visa Business EUR Card and effected in a currency other than EUR, then at the moment of settlement, the Transaction is converted by Visa into EUR and debited in EUR from the Account to which the Card is issued. The conversion is made at the Visa's rate applicable on the day when the Transaction is settled.
11. The Merchant may collect an additional surcharge fee on Transactions made with Cards. The surcharge fee can be collected only if information about its amount is clearly displayed by the Merchant.
12. If cash is deposited to a CDM from outside the Bank CDM Network, the entity managing that CDM may collect an additional fee for the deposit. The Bank has no influence on the fee.
13. The amounts of Transactions made with Debit Cards are debited from the Account no later than on the second Bank Business Day after the receipt of the Transaction settlement.
14. The amounts of Transactions made with Charge Cards are debited from the Account no later than on the third Bank Business Day after the end of the Settlement Cycle or the Grace Period.

§ 26.

1. If, as a result of using Cards, the Account is overdrawn without the Bank's consent, the relevant provisions of the Account Terms and Conditions on unauthorised overdraft and the provisions of § 26(2) and § 26(3) will apply.

2. The Bank has the right to block all Cards issued to the Holder's Account as soon as the Account is overdrawn without the Bank's consent as described in § 26(1).
3. If the debt and interest due to the Bank are not paid within 14 days, the Bank will have the right to cancel all Cards issued to the Holder's account. The cancellation is irrevocable and results in the need to return all cancelled Cards to the Bank or, if it is impossible or difficult, to destroy them.
4. Unless unreasonable for security reasons or prohibited by law, the Bank will inform the Holder in advance about cancelling the Card, either over the phone or in a letter.

Chapter V. Complaints

§ 27.

1. The Holder/ User can make a complaint:
   a) orally: in person or by phone, with any organisational unit of the Bank providing customer service;
   b) on paper: by post sent to the address of the Bank's registered office or any of its organisational units providing customer service, or by courier or messenger, or by a statement delivered in person to any organisational unit of the Bank servicing customers;
   c) electronically: by means of the Electronic Banking Services;
   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 information about the Bank's address for electronic delivieries will be published on the Bank's website at https://www.santander.pl/adres-do-edoreczen promptly after the Bank registers the address.
2. Relevant addresses and phone numbers are available from the Bank's organisational units servicing customers and at www.santander.pl.
3. Complaints about unauthorised, non-executed or defectively executed Transactions have to be made promptly (i.e. as soon as possible in normal circumstances) after receiving a current List of Operations or a current Account statement or after making transactional data available in the Account history in the Electronic Banking Services or after receiving information about such Transactions in any other way.
4. The Holder/ User is required to promptly notify the Bank if they do not receive the information about Transactions in the manner specified in the Card Terms and Conditions.
5. Depending on the subject of the complaint and the customer's choice, the Bank will respond to the complaint with a message sent to the Inbox of the authorised User or with a letter. The response will be sent without undue delay, i.e.:
   a) in the case of complaints about payment services specified in Article 3 of the Payment Services Act (e.g. executing Payment Transactions or issuing payment instruments), the response will be sent within 15 business days of receiving 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 Bank has explained the reasons for the delay and pointed out the circumstances that need to be clarified;
   b) in all other cases, the response will be made within 30 calendar days of receiving 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 to the Holder/ User and the circumstances that need to be clarified have been pointed out.
6. In the case of complaints about Transactions made by unauthorised individuals (e.g. as a result of stealing or losing a Card), a written statement describing the circumstances of the unauthorised use of the Card has to be submitted. The statement should be signed by the Holder/ User.
7. The Holder/ User is advised to report the suspected offence to law enforcement authorities and attach the received report confirmation to the complaint.
8. In justified cases, the Bank conditionally credits the Holder's Account until the complaint is processed. If the complaint is rejected or the Payee makes a refund to the Account, the Bank will debit the Account with the conditionally credited amount.
9. The detailed information on filing complaints and processing complaints by the Bank is available at www.santander.pl and at the organisational units of the Bank servicing customers.
10. The Bank is supervised by Komisja Nadzoru Finansowego (Polish Financial Supervision Authority).
11. The Holder/ User can make a complaint about the operation of the Bank or a Partner Outlet to the Polish Financial Supervision Authority. Such a complaint may also be filed by natural persons, legal persons and organisational units which do not have legal personality but have legal capacity under applicable laws (if they have been refused payment services) and by consumer organisations.
12. Disputes between the Bank and the Holder who is a natural person that arise from the Bank's refusal to accept the Holder's complaint can be settled via the out-of-court dispute settlement before the Financial Ombudsman in accordance with the Polish Act on processing complaints by financial market entities, on the Financial Ombudsman and on the Financial Information Fund of 5 August 2015 (if the Bank refuses to accept the Holder's/ User's complaint). The website of the Financial Ombudsman can be accessed at: https://rf.gov.pl.

Chapter VI. Chargeback service

§ 28.

1. Chargeback is a service provided by the Bank at the request of the Holder/ User. Its purpose is to recover the amount of a Transaction made in order to purchase goods or services and authorised by the Holder/ User if the goods/ services have not been delivered to the Holder/ User or if they differ from the description in the purchase agreement (including the situation in which the delivered goods are damaged) and the Merchant refused to refund the Transaction amount or deliver the goods/ provide the service in accordance with the agreement.
2. The Bank provides the chargeback service in accordance with the regulations of the relevant organisation of payment card issuers (Visa or Mastercard, depending on the Card used to pay for the goods/ service).
3. The Holder/ User can make a request for chargeback orally at a Bank Branch or a Partner Outlet, in writing in a letter sent to the Bank's address or via the Electronic Banking Services. The Holder represented by a natural person authorised to single-handedly make statements of will on behalf of the Holder (based on an entry to CEIDG/ National Court Register)/ User can make the request by phone via the Bank Helpline. The Holder/ User should make the request promptly after they become aware of the event described in § 28(1), subject to the conditions set out in § 28(4).
4. A request for chargeback can be made after all of the following conditions have been met:
   a) one of the events specified in § 28(1) has occurred;
   b) the Holder/ User has attempted to clarify the matter with the Merchant who received the payment for the goods/ service made with the Card and the attempt was not successful;
   c) the Holder/ User has returned or attempted to return the defective goods to the Merchant or, if the Holder/ User had a right to do so, they opted out of the service.
5. The following documents should be submitted together with a request for chargeback:
   a) confirmation of the agreement to purchase goods/ services (e.g. a copy of an email, a copy of the invoice or receipt, an order confirmation, a copy of the agreement) in relation to which one of the events referred to in § 28(1) has occurred;
   b) the Holder's/ User's written explanation containing:
      – a detailed description of the event which has occurred and is related to the failure to deliver the goods/ service or the delivery of goods/ services differing from their description in the agreement;
      – a list of deviations if the delivered goods/ service differed from their description in the agreement;
      – information about the actions taken against the Merchant (including at least: the date and form of contact, the Merchant's data, the wording of the demand made to the Merchant and the Merchant's response) to receive the goods/ service described in the agreement or obtain a refund of the full price paid or its adequate part;
      – information on whether the defective goods have been returned, and if not, the reason for that and description of the Holder's/ User's attempts to return the goods; in the case of the purchase of

services: information on whether the Holder/ User opted out of the service or made any other demand.

6. If the Bank does not receive the documents/ information specified in § 28(5), it will not be able to report the case for chargeback.
7. The funds under the disputed goods/ services purchase agreement reported for chargeback can be reimbursed only if the chargeback request is approved in accordance with Visa/ Mastercard regulations. The Bank has no influence on the decision in this case (it is made by the Payee's Provider, i.e. the provider of the Merchant).
8. The Bank will notify the Holder/ User of the chargeback decision on paper, electronically or in a text message. The notification will be made promptly, i.e. within 5 business days of receiving the decision by the Bank.

Chapter VII. Blocking and Cancelling a Card

§ 29.

1. A Card can be cancelled by:
   a) the Bank;
   b) the Card User: at a Bank Branch or a Partner Outlet, over the phone by calling the Helpline (1 9999 or, for calls from outside Poland, + 48 61 81 19999), or using the Electronic Banking Services;
   c) a person specified by the Holder in the Agreement or in a separate power of attorney: using the iBiznes24 service or using the Phone Service provided by the Business Service Centre or the SME Service Centre;
   d) a person specified by the Holder in the Agreement or in a separate power of attorney: by phone via the Helpline (1 9999 or, for calls from outside Poland, + 48 61 81 19999);
   e) the Holder: at a Bank Branch;
   f) the Holder represented by a natural person authorised to single-handedly make statements of will on behalf of the Holder (based on an entry to CEIDG/ National Court Register): via the Helpline.
2. In situations described in § 30(1)(a)–(c), the User of a Visa Card can also cancel the Card at a local Visa centre or at any bank which issues Visa Cards.
3. At the Holder's request, the Bank can cancel all Cards issued to an Account.
4. Card Cancelling is performed by the Bank.

§ 30.

1. The Holder, the User or a person specified by the Holder in the Agreement or in a separate power of attorney is required to promptly notify the Bank in the manner specified in § 29(1) of:
   a) the loss or theft of the Card;
   b) the appropriation or unauthorised use of the Card or Card data or any identified instance of unauthorised access to the Card;
   c) identifying any Transaction that has not been made by them;
   d) withholding their card by an ATM/ CDM;
   e) damaging or destroying the Card;
   f) a change of the first name/ surname/ business name printed on the Card.
2. The report referred to in § 30(1) will result in Cancelling the Card. In such a case, the provisions of § 32 will apply.
3. Any third party can report losing/ finding a Card via the Helpline. A person that reports finding a Card is required to provide information identifying that Card. A person that reports losing a Card is required to provide information identifying the Holder/ User of the Card.
4. The report on finding the Card referred to in § 30(3) will result in Cancelling the Card. The report on losing the Card referred to in § 30(3) will result in Blocking the Card until its Holder/ User confirms its loss.
5. A Bank employee will inform the Holder/ User about Cancelling/ Blocking their Card as a result of a report on finding/ losing the Card made by a third party.
6. A Card that has been found by a third party and left at a Bank Branch will be cancelled. A Branch employee will inform the Holder/ User about Cancelling the Card which has been left at the Branch by a third party.
7. A Card can be blocked and unblocked at the request of:
   a) the Card User, made over the phone by calling the Helpline or by means of the Electronic Banking Services;
   b) a person indicated by the Holder in the Agreement or in a separate power of attorney, made by means of the iBiznes24 service.

   Fees and charges continue to be collected for a blocked Card in accordance with the Schedule, regardless of the time for which the Card remains blocked.

§ 31.

If a cancelled Card is found, it has to be promptly returned to the nearest Bank Branch/ Partner Outlet.

§ 32.

1. In the case of cancelling:
   a) a Card, the Bank will issue a new Card with a new validity period without the need to enter into a new Agreement, subject to § 32(2) and § 32(4);
   b) a Charge Card or a Debit Card with annual fees, the Bank will issue a new Card with the same validity period as the cancelled Card without the need to enter into a new Agreement, subject to § 32(2) and § 32(4).

   The new Card will have a different number than the cancelled Card and will be sent to the correspondence address indicated by the User for Card-related matters. The User of the new Card will either continue to use the same PIN or have a new PIN assigned by the Bank, as specified in the message provided together with the Card.
2. If the cancelled Card is no longer offered by the Bank, the Bank can issue a Card of another, currently offered, type without the need to enter into a new Agreement.
3. The new Card issued in place of a cancelled one will retain the cancelled Card's Transaction limits, the settings for Transactions at non-EMV POS Terminals and withdrawals at non-EMV ATMs, and the mobile phone number for sending 3D-Secure Codes.
4. In the case referred to in § 30(3) or if the User's correspondence address for Card-related matters is out of date, the new Card issued by the Bank in place of a cancelled one may have a different Card number and a new PIN. The new Card is issued after signing the Agreement and/or updating the above-mentioned address by the User at a Bank Branch.
5. A new Card will not be issued or a cancelled Card will not be replaced with a new one as specified in § 32(1)–(4) and the Agreement will expire if:
   a) the agreement on the bank Account to which the Card was issued has been terminated/ has expired;
   b) the Holder has revoked the power of attorney granted to the User;
   c) the User has died or lost their capacity to perform acts in law;
   d) the Holder's capacity to perform acts in law has been lost or limited, the Holder has died or the Holder's legal existence has ceased;
   e) the Agreement has been terminated or has expired;
   f) the Holder has been declared bankrupt.
6. The Bank can refuse to issue a new Card. It may happen e.g. if the Cards previously issued to the Account have been cancelled or blocked by the Bank as a result of unauthorised overdraft in the Account.

§ 33.

1. The Bank has the right to block or cancel the Card:
   a) on reasonable grounds related to the Card security, including in the event of a fraud, suspected fraud or security threat;
   b) if there is a suspicion of unauthorised Card use or of deliberate actions taken to make an unauthorised Transaction;
   c) if unauthorised overdraft has been caused by the Holder/ User;
   d) if the Card has been damaged or completely destroyed.
2. The Bank has the right to cancel the Card also if:
   a) the Holder/ User has opted out of the Card;
   b) the Holder has revoked the power of attorney granted to the User;
   c) the Card has been replaced with a new one;
   d) the agreement on the bank Account to which the Card was issued has been terminated/ has expired;
   e) the User has died or lost their capacity to perform acts in law;
   f) the Holder's capacity to perform acts in law has been lost or limited;
   g) the Holder has died or the Holder's legal existence has ceased;
   h) there is a suspicion that the Card might be used by an unauthorised individual;
   i) there is a reasonable suspicion that the information presented on the Card has been or might have been

compromised or if there are any other reasonable grounds related to Card security;
j) there is an increased risk that the Holder will lose repayment capacity required for a given Charge Card;
k) the Bank has received a decision declaring the Holder bankrupt;
l) the Bank has learned that the succession administrator has ceased to perform their function.

3. When Blocking or Cancelling a Card, the Bank can request the Holder or User of this Card to return the Card and repay any potential amounts due to the Bank.
4. Once the reasons for Blocking the Card cease to exist, the Bank will promptly unblock the Card.
5. Unless unreasonable for security reasons, the Bank will inform the Holder about Blocking or Cancelling the Card in a letter, by phone, in a message sent to the Inbox or in a text message sent to the phone number for smsCodes.

Chapter VIII. Liability

§ 34.

1. The Holder is liable for Operations performed by individuals to whom the User provided the Card or Card data for a purpose other than authorising a Transaction or to whom the User revealed the PIN.
2. The Holder is liable for unauthorised Transactions made with their Card up to the amount equivalent to EUR 50 (calculated using the average NBP rate applicable on the day when the Account is debited) if these unauthorised Transactions are made:
   a) with a Card lost by the User or stolen from the User; or
   b) with an appropriated Card.
3. The Holder is liable for all Transactions authorised during the period of the Agreement even if they are settled after the Card status has changed (within 30 days of the Authorisation date), i.e. after Blocking or Cancelling the Card or after the expiry/ termination of the Agreement.
4. The Holder/ User is required to pay all amounts due to T&E (Travel & Entertainment) Service Providers in relation to bookings made during the Agreement period.
5. The Holder is fully liable for unauthorised Transactions if they are caused by the Holder's deliberate actions, gross negligence or breach of at least one of the following obligations (either deliberate or resulting from the lack of due diligence):
   a) to use the payment instrument in accordance with the Agreement and the Card Terms and Conditions;
   b) to promptly inform the Bank about any loss, theft, appropriation or unauthorised use of the Card or unauthorised access to the Card.
6. The Holder is liable for all authorised Card-not-present Transactions (made by post, by phone or on the internet) even though the Card was used without its physical presence.
7. If data are stored in a non-secure manner (as described in § 15(2)(p)) with the consent of the Holder/ User, the Holder is liable for unauthorised Transactions.
8. The Bank reserves the right to contact the Holder/ User by phone to confirm the authenticity of selected Card Transactions.

§ 35.

The liability of the attorneys-in-fact of a deceased Holder or a Holder whose legal existence has ceased is regulated by the applicable provisions of the Account Terms and Conditions.

Chapter IX. Final provisions

§ 36.

1. The Holder can terminate the Agreement at any time with immediate effect by effectively delivering a written termination notice to a Bank Branch or a Partner Outlet. The Holder represented by a natural person authorised to single-handedly make statements of will on behalf of the Holder (based on an entry to CEIDG/ National Court Register) may also terminate the Agreement via the Helpline.
2. The Bank can terminate the Agreement with a 30-day notice. The Bank may make the termination notice: in writing to the correspondence address indicated by the Holder; or by providing information about Cancelling the Card on the Bank's initiative during a recorded phone call.
   The Bank has the right to terminate the Agreement if any of the following important reasons occurs:
   a) the Holder or the User has breached the Agreement or these Terms and Conditions;
   b) the Holder or the User has committed a criminal offence that has or might have an impact on the performance of the Agreement or there is a justified suspicion that the Holder/ User has committed such an offence;
   c) it has been found out that the personal data and information in documents provided to the Bank are inaccurate;
   d) the utilised Authorisation Limit for a Charge Card has not been repaid on time;
   e) the Holder has lost their repayment capacity required for the Holder's Charge Card;
   f) Transactions made with a Charge Card have exceeded the Authorisation Limit sanctioned for that Charge Card;
   g) there are legal or factual obstacles to the further performance of the Agreement in line with its wording;
   h) or in any other applicable case specified for the Holder or the User in these Terms and Conditions.
3. If the Agreement has been terminated/ has expired, the Holder/ User is required to return the Card to the Bank or, if it is impossible or difficult, to destroy the Card.

§ 37.

1. The Bank reserves the right to change these Card Terms and Conditions and the Schedule.
2. The Bank undertakes to communicate the changes referred to in § 37(1) to:
   a) the Holder who is a party to an Electronic Banking Services agreement: by sending a message to the Inbox available on the internet as part of the Electronic Banking Services if such a functionality is provided under the agreement;
   b) any Holder other than the one indicated in § 37(3)(a) above: by including the information in bank account statements or Lists of Operations or by attaching it to bank account statements or Lists of Operations, or in a separate communication.
3. The Holder is required to provide the User/ Users with information about changes in the Card Terms and Conditions promptly after receiving that information.
4. The Bank will not inform the Holder about the changes of these Card Terms and Conditions if they involve only the introduction of new Card types or changes to the types of Cards which are not the subject of an agreement between the Holder and the Bank.
5. Unless the Holder terminates the Agreement within 14 days of the day when the Bank provides the information about changes or the changed Card Terms and Conditions, these changes are deemed accepted.
6. If the Holder collects correspondence at a Bank Branch, the information about changes will be provided on the 1st and 15th day of each month.
7. The Bank provides the Holders or Users of MasterCard Business Debit Cards issued to accounts offered by the former Kredyt Bank S.A. with additional services in the form of insurance packages or other services rendered to Card Users or the Holder. The type and scope of the additional services is specified in Appendix 2.

§ 38.

The Holder continues to bear sole liability for all Transactions unsettled by the Bank and authorised during the Agreement period with all Cards issued to the Holder's Account also after the expiry/ termination of the bank Account agreement.

§ 39.

1. All matters not regulated in these Card Terms and Conditions are governed by the Account Terms and Conditions and generally applicable laws, in particular: the Polish Payment Services Act (subject to § 39(3)), the Polish Banking Law Act, the Polish Foreign Currency Law Act and the Polish Civil Code.
2. The Holder/ User can contact the Bank by writing an email to: kontakt@santander.pl. The list of locations where the Bank operates is available at www.santander.pl.
3. The Parties jointly agree that the provisions contained in Chapter II (Article 17–32) and Article 34–37, Article 40(3)–(4), Article 45, Article 46(2)–(5), Article 47, Article 48, Article 51 and Article 144–146 of the Payment Services Act will not apply to the Agreement.
4. The parties jointly agree that this Agreement is not regulated by provisions of Article 3a(5)–(6) of Regulation (EC) No 924/2009 of the European Parliament and of the Council of

16 September 2009 on cross-border payments in the Community and repealing Regulation (EC) No 2560/2001.

Chapter X. Specific provisions

Rules for issuing and using Visa Business Debit Cards (until 2 April 2024 known as Visa Business Electron Cards), Visa Business Cards with an individual spending limit, Visa Business Cards, MasterCard Business Debit Cards and Visa Business EUR Cards

§ 40.

1. Visa Business Debit Cards and Visa Business Cards with an individual spending limit can only be issued to PLN Accounts other than accounts offered by the former Kredyt Bank S.A.
2. MasterCard Business Debit Cards and Visa Business Cards can only be issued to PLN Accounts.
3. Visa Business EUR Cards can only be issued to EUR Accounts.
4. Visa Business Debit Cards (until 2 April 2024 known as Visa Business Electron Cards) and MasterCard Business Debit Cards can be used to make Cashback Transactions.
5. Visa Business Cards with an individual spending limit and Visa Business EUR Cards are not handled at Partner Outlets.
6. MasterCard Business Debit Cards can be handled at Partner Outlets unless they were issued to accounts offered by the former Kredyt Bank S.A.

§ 41.

1. The Cards listed in this Chapter are subject to the Individual Spending Limit and to the default and maximum limits specified in Appendix 1.
2. The Card Authorisation Cycle starts on the first day of a month and ends on the last day of that month.
3. Transactions made with the Card reduce the Individual Spending Limit for a given Authorisation Cycle and decrease the Available Funds.
4. The amounts of settled Transactions and fees and charges due to the Bank are debited from the Account on the day specified in § 22 and in § 25(13)–(14).
5. If the Individual Spending Limit is not used up in full in an Authorisation Cycle, the unused amount does not carry forward to the next Authorisation Cycle.

§ 42.

1. The Individual Spending Limit is sanctioned individually to each User of a Card issued to a given Account. The Holder specifies the sought level of the limit in their application. The final decision on the sanctioned level of the Individual Spending Limit is taken by the Bank.
2. If applications for issuing subsequent Cards to the same Account are not made at the same time, the Bank can reduce Individual Spending Limits sanctioned to the Users of previously issued Cards when assigning Individual Spending Limits to the Users of newly issued Cards.
3. The Holder can apply for a change of the sanctioned Individual Spending Limit. In such a case, the Bank can require additional documents necessary to decide on increasing the limit.
4. The Bank has the right to reduce the Individual Spending Limit if the Card is not used in accordance with the Card Terms and Conditions, the Account Terms and Conditions and generally applicable laws. The Bank notifies the Holder of its decision in writing or over the phone.
5. The decision referred to in § 42(3) and § 42(4) becomes effective no later than at the beginning of the next Authorisation Cycle.

§ 43.

In the case of Cards other than Charge Cards, Cash and Non-cash Transactions can be executed only if at the moment of Bank Verification, the Holder has sufficient funds to make the Transactions.

Rules for issuing and using Visa Business Gold charge Cards, Visa Business charge Cards and MasterCard Business charge Cards

§ 44.

1. Visa Business charge Cards, MasterCard Business charge Cards and Visa Business Gold charge Cards can only be issued to PLN Accounts.
2. Visa Business charge Cards and Visa Business Gold charge Cards are not issued to accounts offered by the former Kredyt Bank S.A.

§ 45.

1. The Authorisation Limit, subject to the default and maximum limits specified in Appendix 1, applies to the Cards listed in this Chapter.
2. Charge Cards have the following Settlement Cycles:
   a) for Visa Business charge Cards and MasterCard Business charge Cards, the Cycle starts on the 28th day of a month and ends on the 27th day of the next month;
   b) for Visa Business Gold charge Cards, the Cycle starts on the 1st day of a month and ends on the last day of that month.

§ 46.

1. The Authorisation Limit is sanctioned individually to each User of a Card issued to a given Account. The Holder specifies the sought level of the limit in their application. The final decision on the sanctioned level of the Authorisation Limit is taken by the Bank.
2. If applications for issuing subsequent Cards to the same Account are not made at the same time, the Bank can reduce the Authorisation Limits sanctioned to the Users of previously issued Cards when assigning an Authorisation Limit to a User of a newly issued Card.
3. The Holder can apply for a change of the sanctioned Authorisation Limit. In such a case, the Bank can require additional documents necessary to take a decision. Changing the Limit results in the need to change the terms and conditions of the Agreement.
4. The decision referred to in § 46(2) and § 46(3) becomes effective on the next business day.

§ 47.

1. Each year, the Bank will assess the Holder's repayment capacity in order to confirm if the Card can be used for the rest of its validity period.
2. At the Bank's request, the Holder has to provide documents required to assess the Holder's repayment capacity.
3. If the Holder's financial standing deteriorates, the Bank can:
   a) cancel all Charge Cards issued to the Holder's Accounts and terminate the Agreements on those Cards; or
   b) reduce the Limit for the Cards after notifying the Holder of that fact.

§ 48.

1. The Authorisation Limit can be increased in the form of a Bonus.
2. The application for a Bonus is made by the Holder or a person authorised by the Holder. The final decision on sanctioning a Bonus and on its amount is taken by the Bank.
3. The Bonus applies from the moment of taking the relevant decision by the Bank to the end of the then-current Settlement Cycle.

§ 49.

1. The amounts of all Transactions made with the Card reduce the sanctioned Authorisation Limit.
2. Transactions made in previous Settlement Cycles but settled in the current Settlement Cycle reduce the Authorisation Limit for the current Settlement Cycle.
3. If the Authorisation Limit is not used up in full in a Settlement Cycle, the unused amount does not carry forward to the next Settlement Cycle.
4. The amounts of settled Transactions and fees and charges are debited from the Account to which the Card was issued on the dates specified in § 25(13)–(14).
5. The Holder is required to ensure that the Account balance on the last day of the Settlement Cycle is sufficient to cover the total debt under all Transactions made and under fees and charges on those Transactions.
6. If a Charge Card is not renewed or no Card is issued to replace the lost Card, all receivables arising from the Transactions made and fees and charges due to the Bank have to be repaid no later than on the third Bank Business Day after the end of the Settlement Cycle.
7. If the Account balance on the last day of the Settlement Cycle is not sufficient to cover the amounts of executed Transactions and fees and charges on those Transactions, the provisions of § 26 will apply.

§ 50.

1. The User can utilise the sanctioned Authorisation Limit from the moment of activating the Card.
2. The User can utilise the Authorisation Limit until the end of the validity period of their Card subject to § 50(3).

3. If a Card is renewed, the Authorisation Limit utilisation period is extended to the end of the validity period of the renewed Card. Such an extension may require signing a relevant annex to the Agreement.
4. If an issued Card is used, the sanctioned or changed Authorisation Limit level is deemed accepted.
5. The sanctioned Authorisation Limit is renewed on the first day of each subsequent Settlement Cycle.
6. Interest on the outstanding amount of the utilised Authorisation Limit will be accrued at an appropriate time and at a variable rate equal to twice the NBP lombard rate.
7. The Authorisation Limit for a Card ceases to apply if:
   a) the Card has been cancelled or blocked by the Bank;
   b) no new Card has been issued in place of a lost one;
   c) the Holder or User has cancelled the Card and has not applied for issuing a new Card in place of the lost one;
   d) the Card is not renewed;
   e) the Account is closed;
   f) an Instruction to close the Account has been placed;
   g) the agreement on the bank Account to which the Card was issued has been terminated or has expired;
   h) the Holder/ User has opted out of the Card;
   i) the Holder has revoked the power of attorney granted to the User;
   j) the User has died or lost their capacity to perform acts in law;
   k) the Holder's capacity to perform acts in law has been lost or limited, the Holder has died or the Holder's legal existence has ceased;
   l) the Agreements have been terminated or have expired.
8. If any of the events specified in § 50(7) occurs, the debt arising from the utilised Authorisation Limit (including the fees and charges due to the Bank) has to be repaid by the end of the then-current Settlement Period. Otherwise, the Bank may start debt collection proceedings.

Appendix 1 to Terms and conditions for payment cards for business customers

Maximum limits

Card type	Maximum daily limit for the value of cash withdrawals	Maximum daily limit for the number of cash withdrawals	Maximum daily limit for the value of Non-cash Transactions (excluding Card-not-present Transactions)	Maximum daily limit for the number of Non-cash Transactions (excluding Card-not-present Transactions)	Maximum daily limit for the value of Card-not-present Transactions (including internet Transactions)	Maximum daily limit for the number of Card-not-present Transactions (including internet Transactions)
Visa Business Debit (until 2 April 2024:Visa Business Electron)	PLN 30,000	20	PLN 200,000	40	PLN 100,000	40
MasterCard Business Debit	PLN 30,000	20	PLN 200,000	40	PLN 100,000	40
Visa Business with an individual spending limit	PLN 30,000	20	PLN 200,000	40	PLN 100,000	40
Visa Business charge	PLN 30,000	20	PLN 200,000	40	PLN 100,000	40
MasterCard Business charge	PLN 30,000	20	PLN 200,000	40	PLN 100,000	40
Visa Business	PLN 40,000	25	PLN 200,000	50	PLN 100,000	40
Visa Business Gold charge	PLN 40,000	25	PLN 250,000	50	PLN 100,000	40
Visa Business EUR	EUR 5,000	20	EUR 50,000	35	EUR 40,000	40

Default limits

Card type	Default daily limit for the value of cash withdrawals	Default daily limit for the number of cash withdrawals	Default daily limit for the value of Non-cash Transactions (excluding Card-not-present Transactions)	Default daily limit for the number of Non-cash Transactions (excluding Card-not-present Transactions)	Default daily limit for the value of Card-not-present Transactions (including internet Transactions)	Default daily limit for the number of Card-not-present Transactions (including internet Transactions)
Visa Business Debit (until 2 April 2024:Visa Business Electron)	PLN 10,000	10	PLN 20,000	10	PLN 5,000	10
MasterCard Business Debit	PLN 10,000	10	PLN 20,000	10	PLN 5,000	10
Visa Business with an individual spending limit	PLN 10,000	10	PLN 20,000	10	PLN 5,000	10
Visa Business charge	PLN 10,000	10	PLN 20,000	10	PLN 5,000	10
MasterCard Business charge	PLN 10,000	10	PLN 20,000	10	PLN 5,000	10
Visa Business	PLN 10,000	10	PLN 20,000	10	PLN 10,000	10
Visa Business Gold charge	PLN 10,000	10	PLN 20,000	10	PLN 10,000	10
Visa Business EUR	EUR 1,000	10	EUR 10,000	10	EUR 10,000	10

Appendix 2 to Terms and conditions for payment cards for business customers

Additional services	MasterCard Business Debit *
insurance against the theft of money collected from an ATM	YES
insurance against unauthorised Card use	YES
insurance of purchases made with the Card	YES
“Najniższa cena” (“Lowest price”) insurance	YES
insurance of the Card and documents	YES

**** optional service available as part of an optional package of additional services***

Appendix 3 to Terms and conditions for payment cards for business customers

Specific provisions
Rules for issuing and using MasterCard Corporate Debit Cards, MasterCard Corporate Charge Cards and MasterCard Corporate Executive Charge Cards

Definitions

Grace Period: a period of deferred payment of the debt outstanding from the previous Settlement Cycle of Corporate Charge Cards issued by the Mastercard organisation.

Corporate Charge Card: a Payment Card subject to an Authorisation Limit set by the Bank. All authorised and non-authorised Transactions settled in a Settlement Cycle and due fees and charges are charged to the Account to which the Card was issued. The following Cards are Corporate Charge Cards: MasterCard Corporate Charge and MasterCard Corporate Executive Charge Cards.

Transaction Limits: the Non-cash Transaction limit, the Cash Withdrawal Limit and the internet Transaction limit.

§ 1.

1. Corporate Charge Cards are subject to the Authorisation Limit set in the specific Payment Card Agreement.
2. The Settlement Cycle of Corporate Charge Cards starts on the 1st day of a calendar month and ends on the last day of that month.
3. The daily Transaction Limit (for the total value of all Non-cash and Cash Transactions) for MasterCard Corporate Executive Charge Cards, MasterCard Corporate Charge Cards and MasterCard Debit Cards is PLN 150,000.
4. The default and maximum daily limits for the value and number of cash withdrawals made with the Card and Card Transactions are specified in Appendix 4.

§ 2.

1. The Transaction Limits for MasterCard Corporate Debit Cards, MasterCard Corporate Charge Cards and MasterCard Corporate Executive Charge Cards can be set and changed.
2. The following limits can be changed:
   a) general value limits:
      – daily Transaction Limit (for the total value of all Cash and Non-cash Transactions);
   b) cash limits:
      – daily Cash Withdrawal Limit;
      – monthly Cash Withdrawal Limit;
   c) Transaction value limits:
      – daily limit for Non-cash Transactions;
      – daily limit for Card-not-present Transactions;
      – monthly limit for Non-cash Transactions;
      – monthly limit for Card-not-present Transactions.
3. Transaction Limits can be changed by individuals authorised to represent the Business in accordance with the National Court Register and by persons authorised by those individuals within the scope and in the manner described in § 2(4).
4. Individuals authorised to perform specific acts in respect of changes related to Corporate Cards are listed in the Agreement or in other documents indicated by the Bank.
5. The Transaction Limits referred to in § 2(2) can be changed by means of the iBiznes24 service, by placing a phone Instruction at the Business Service Centre using the Phone Service or by submitting a paper form to a customer advisor. The limits are changed after verifying the authorisation of the person requesting the change.

§ 3.

1. The Card and the PIN-Mailer are separately mailed to the correspondence address specified for Card-related matters in the Agreement.

§ 4.

1. The Grace Period, a 10-day or 21-day period of deferred payment of outstanding debt from the previous Settlement Cycle, applies for Corporate Charge Cards. The Grace Period starts on the first day after the end of a Settlement Period. The Holder or a person authorised by the Holder can opt out of payment deferral (the Grace Period). The repayment period for the Charge Card debt is specified in the Agreement.
2. If the customer does not choose the length of the Grace Period, the default 21-day Grace Period will be applied for the Corporate Card.
3. During the Grace Period, the authorised overdraft resulting from Transactions made with Corporate Charge Cards is equal to twice the Authorisation Limit specified in the Agreement (a sum of overdraft within the Authorisation Limit from the previous month and overdraft within the Authorisation Limit in the current month).
4. The amounts of Transactions made in the previous Settlement Period are debited from the Account no later than on the third Bank Business Day after the end of the Settlement Cycle or the Grace Period.
5. If the Business does not ensure that the Account balance on the last day of the Settlement Cycle or the Grace Period is sufficient to settle Transactions made with Corporate Charge Cards, it will result in unauthorised overdraft in the Account of the Business and enable the Bank to block Cards issued to that Account.

§ 5.

1. In the case of Corporate Charge Cards, the Bank assesses the Holder's repayment capacity each year to confirm if the Card can be used for the rest of its validity period.
2. At the Bank's request, the Holder has to provide documents required to assess the Holder's repayment capacity.
3. If the Holder's financial standing deteriorates, the Bank can:
   a) cancel all Charge Cards issued to the Holder's Accounts and terminate the Agreements on those Cards; or
   b) reduce the Limit for the Cards after notifying the Holder of that fact.

§ 6.

1. The Authorisation Limit can be increased in the form of a Bonus.
2. The application for a Bonus is made by the Holder or a person authorised by the Holder. The final decision on sanctioning a Bonus and on its amount is taken by the Bank.
3. The Bonus applies from the moment of taking the relevant decision by the Bank to the end of the then-current Settlement Cycle.

§ 7.

1. If a MasterCard Corporate Debit Card, MasterCard Corporate Charge Card or MasterCard Corporate Executive Charge Card is used to pay 100% of at least one of the following travel costs: the public transport fare, accommodation fee, cost of hiring a car or cost of refueling a car on the day of departure from the country of residence, the Card User will be covered with insurance:
   a) against accidental death;
   b) against permanent injury resulting from an accident and leading to total incapacity for work;
   c) against medical costs incurred during international travel;
   d) against third party liability;
   e) providing access to assistance services;
   f) against lost, destroyed or delayed baggage;
   g) against a delayed or cancelled flight;
   h) ensuring the reimbursement of costs of replacing/ reissuing lost travel documents.
2. Each MasterCard Corporate Debit Card, MasterCard Corporate Charge Card and MasterCard Corporate Executive Charge Card is insured against all losses suffered by the Holder as a result of fraudulent use of the Card by its User. This service is provided by the Bank until 31 July 2018. After that date, the insurance cover described in this § 7(2) is not provided.
3. The insurance referred to in § 7(1)–(2) is regulated by the relevant terms and conditions of insurance available at www.santander.pl.

§ 8.

Holders and Users of the MasterCard Corporate Executive Charge Card may use the LoungeKey Programme service. The Programme gives them and their guests access to selected VIP lounges at airports all over the world. The Programme entitles them to use

selected benefits and services available in a given VIP lounge, regardless of the travel class and airlines used. The up-to-date information about the LoungeKey Programme, including in particular the terms of use, the range of available benefits and services, and the list of VIP lounges, is provided on the website of the LoungeKey Programme operator (https://www.loungekey.com/firma). The fee for using the LoungeKey Programme service is collected in accordance with the Schedule.

Appendix 4 to Terms and conditions for payment cards for business customers

Maximum limits

Card type	Maximum daily limit for the value of cash withdrawals	Maximum daily limit for the number of cash withdrawals	Maximum daily limit for the value of Non-cash Transactions (excluding Card-not-present Transactions)	Maximum daily limit for the number of Non-cash Transactions (excluding Card-not-present Transactions)	Maximum daily limit for the value of Card-not-present Transactions (including internet Transactions)	Maximum daily limit for the number of Card-not-present Transactions (including internet Transactions)
MasterCard Corporate Debit	PLN 30,000	20	PLN 200,000	40	PLN 100,000	40
MasterCard Corporate Charge	PLN 30,000	20	PLN 200,000	40	PLN 100,000	40
MasterCard Corporate Executive Charge	PLN 40,000	25	PLN 250,000	50	PLN 100,000	40

Default limits

Card type	Default daily limit for the value of cash withdrawals	Default daily limit for the number of cash withdrawals	Default daily limit for the value of Non-cash Transactions (excluding Card-not-present Transactions)	Default daily limit for the number of Non-cash Transactions (excluding Card-not-present Transactions)	Default daily limit for the value of Card-not-present Transactions (including internet Transactions)	Default daily limit for the number of Card-not-present Transactions (including internet Transactions)
MasterCard Corporate Debit	PLN 10,000	20	PLN 150,000	20	PLN 5,000	20
MasterCard Corporate Charge	PLN 10,000	20	PLN 150,000	20	PLN 5,000	20
MasterCard Corporate Executive Charge	PLN 20,000	25	PLN 150,000	25	PLN 10,000	20