

# Rules for using the iBiznes24 electronic banking service



Effective as of: 22.04.2024

## Chapter 1 General Provisions

### § 1

These rules outline the terms and conditions of rendering iBiznes24 electronic banking service to Santander Bank Polska S.A. customers and the principles of mutual cooperation between the Bank and the Customer with respect to this service.

### § 2

Whenever used in these Rules, the terms shall have the following meaning:

- Alerty24** – a service enabling Users to receive notifications about events connected with iBiznes24. The notifications are delivered in the form of SMS, e-mails or push messages.
- Authorisation** – the Customer's/User's consent to execute an Instruction or Request or Trade Finance order or payment, cash withdrawal or online cash withdrawal orders before its execution by the Bank in the manner specified in the Agreement or these Rules,
- Biometric authorization** – an Authorisation carried out on the basis of the User's biometrics by means of a mobile device.
- External Bank** – a bank other than the Bank maintaining account/accounts on behalf of the Customer indicated in the Agreement for Remote Accounts Management,
- Secure File Transfer/SFT** – functionality within iBiznes24 internet service consisting in the option for the Customer to send to the Bank or to collect from the Bank files with specific data – service available to the customer upon concluding the mass payment agreement with the Bank, electronic withdrawal agreement, agreement on executing mass money transfers via sms or agreements on zero-balancing cash pooling or the agreement on db Collect service,
- Santander Bank Polska Spółka Akcyjna** with its registered office in Warsaw.
- Cash Management Centre** – specialised entity operating based on relevant provisions of law and dealing with cash management (e.g. counting, sorting, storing and managing cash balances), holding necessary permits and relevant technical resources to which the Bank entrusted the delivery of the above activities for the benefit of the Bank.
- Additional password** – password required to identify the User during their phone contact with iBiznes24 advisors,
- iBiznes24 Advisors** – a team of the Bank employees who provide technical assistance and support to iBiznes24 Users the communication with whom has been defined on the Bank's Portal,
- Instruction** – the statement of the customer's will submitted via iBiznes24 and authorised in a fashion relevant for a given statement, including a payment instruction as defined in the Payment Services Agreement, executed by the Bank automatically,
- Transfer from External Bank instruction** – Customer's instruction to transfer funds from the External Account submitted via iBiznes24 service to the External Bank.
- Bank's Business Day** – each day which is not a bank holiday;
- Bank's Non-Business Day** – day which is a statutory holiday and Saturday,
- Faktor24** – Santander Factoring Sp. z o.o. (Factor) Internet application used to service factoring transactions and exchange of information between the Factor and the Customer and or the Counterparty.
- Business entity** – a natural person, legal person or organizational unit conducting business or professional activity, a natural person independently conducting gainful activity and a legal person or organizational unit without legal personality but having legal capacity, formed in accordance with prevailing laws (e.g. a school, a political party, an organization or some other entity);
- eBDW form** – a document attached to each sealed cash deposit Instruction, representing the grounds for crediting the Customer's Account with the deposit amount, prepared in line with terms and conditions of the "Rules of making sealed cash deposits", representing appendix to agreement on sealed cash lodgements, made by the Bank and by the Customer.
- Password** – a sequence of symbols which identifies the User and ensures the User's exclusive access to iBiznes24 service. The password is known only to the User;
- Starting password** – a password which identifies the User intended for the first login to the iBiznes24 service, providing the User with exclusive access to the iBiznes24 service. It is delivered in a specially secured envelope or sent as a text message to the mobile phone specified in the Agreement for the purpose of sending smsCodes. Starting password is known only to the User to whom it has been provided.
- Voice password** – a phrase recorded by the User in the voice sample recording process available via the Bank helpline used for the User's identification if s/ he contacts Bank helpline,
- Identification based on biometrics** - authentication of the User's identity based on biometrics. iBiznes24 mobile services include fingerprint and face recognition identification methods.
- Fingerprint identification** - authentication of the User's identity with a use of a fingerprint, provided in a mobile device by the device's manufacturer.
- Identification based on face recognition** - authentication of the User's identity based on the face shape recognition method. The functionality provided in mobile devices by the device's manufacturer.
- Installation** – installation of iBiznes24 service launch for the Customer or a list of Customers referred to in the Parameters of iBiznes24 electronic banking service earmarked with a unique number,
- Payment card** – a Card identifying an issuer and an eligible user (Card User), allowing for cash withdrawals or payments (cash and non-cash payments) issued by Santander Bank Polska S.A. and specified in Terms and conditions for payment cards for business customers,
- Customer** – Holder submitting to the Bank the document Parameters of iBiznes24 electronic banking service or using iBiznes24 service, including a Corporate Customer and an SME Customer or a Migrated customer,
- Personal Customer** – a natural person on behalf of Santander Bank Polska S.A. operates an account in accordance with the Personal Account Regulations;
- Business Customer** – legal entity/organisational unit without legal personality availing of the Bank's products addressed to those customers,
- Corporate Customer** – a Business Customer who is a client of Business and Corporate Banking Division or Corporate and Investment Banking Division;
- SME Customer** – a Business Customer who is not a client of Business and Corporate Banking Division or Corporate and Investment Banking Division;
- Migrated customer** - an institutional customer using the Migration profile that was migrated as part of the business taken over on 9 November 2018 by Santander Bank Polska S.A.
- Authorisation code** – a one-off code used to authorise an Instruction. Authorisation codes can be either smsCodes or codes generated by tokens.
- Mobile signature** – iBiznes24 mobile application tool used to authenticate the Customer/User in iBiznes24 service and to authorize their Instructions or requests, Trade Finance orders or lodgement requests or cash withdrawal or electronic cash withdrawal as part of iBiznes24 internet service,
- Developer module** - a set of functionalities available in the iBiznes24 internet service dedicated for servicing the Customers who are developers and as a part of their business activities they carry out development projects and the related obligations referred to in the Act of May 20, 2021 on the protection of the rights of the buyer of a flat or a single-family house and the Development Guarantee Fund.
- Authorisation tool** – the User's token, mobile phone number to which smsCode is sent, or mobile signature in service of iBiznes24 internet and trusted mobile device in iBiznes24 mobile service,
- NIK** – an 8-digit Customer Identification Number assigned by the Bank in order to authenticate the Customer/User during the launch and use of the iBiznes24 service,
- Branch of the Bank** – organizational unit of the Bank carrying out operational activities and representing the Bank before the Customer,



37. **Parameters of iBiznes24 electronic banking service** - a document which is an instruction to conclude the Agreement for iBiznes24 electronic banking service, constituting a specific agreement to the master agreement on banking services or an appendix to the Agreement for iBiznes24 electronic banking service, if it is concluded separately from the master agreement; it specifies the parameters of iBiznes24 service agreed by the parties to avail of iBiznes24 service or to modify the service terms and conditions,
38. **Mobile PIN** – PIN password for logging into iBiznes24 mobile service,
39. **Mobile signature PIN** – a string of digits used for Customer/User authentication and Authorisation of Instructions placed by the Customer using the mobile signature authorisation tool;
40. **Token PIN** – a number giving the User exclusive access to their token;
41. **Split payment** – payment made in PLN between VAT payers based on a VAT invoice. Split payment involves the payment of all or part of the VAT amount to the VAT account and all or part of the net sales value to the settlement account linked to that VAT account,
42. **Password policy** – a set of rules and principles of setting passwords to ensure relevant level of security of used passwords (among others, minimum and maximum length, permitted symbols, period of validity),
43. **Bank's Portal** – Bank's website, [www.santander.pl](http://www.santander.pl), where the Bank's information service is available,
44. **Account Holder** – Business for which the Bank maintains an Account/Accounts,
45. **Confirmed counterparty** – company whose data were confirmed with the authorisation tool.
46. **Trade Finance products** – bank's documentary products: Own Letters of Credit, Export Letters of Credit, Import collections, Export collections, Received guarantees, Own guarantees, Stand-by Letters of Credit related to servicing trade transactions,
47. **Profile/Package** – iBiznes24 version with a functional scope defined by the Bank,
48. **Instant transfer** – transfer executed in real time on the day of placing a transfer Instruction effected in settlement systems. The Bank executes instant transfers only in the case of PLN transfers sent to a payment account at another domestic bank, as Express ELIXIR or BlueCash transfers, provided that such a transfer can be executed by another domestic bank.
49. **Przelew24** - a Transfer Instruction placed by means of the iBiznes24 internet service to pay for goods or services bought from entities that use the services of Internet Payment Integrators. The Transfer Instruction is executed in real time on the day when it is placed.
50. **Account** – bank account operated by the Bank for the Holder, including a loan account, to which the Bank offers iBiznes24 services,
51. **External Account** – the Customer's account maintained by the External Bank, indicated in the Agreement for Remote Accounts Management,
52. **Third-party account** – an account operated by a third-party bank or an account operated by the Bank other than the Customer's Account;
53. **VAT account** – a PLN bank account maintained by the Bank for the Holder of a PLN settlement account and used to settle VAT payments by means of the split payment mechanism and to pay specified in the Polish Banking Law Act the tax liabilities of the Holder as well as its liabilities resulting from the social insurance or farmer's social and medical insurance,
54. **Regulations** – agreements, including the Agreement and other regulations binding the Bank and the Customer, in particular regulations, Rules and the Schedule of Fees and Charges,
55. **ID Card Register (RDO)** – a central register used to handle cases involving the issuing and cancellation of ID cards, established pursuant to the Identity Cards Act of 6 August 2010.
56. **Santander Trade Portal** – portal available at <https://en.santandertrade.com>;
57. **Approval pattern** – list of Users whose Authorisation is required for an Instruction, Application, Trade Finance Order or payment, cash withdrawal or online cash withdrawal orders to be accepted by the Bank,
58. **Strong Customer/ User Authentication**: an Authentication that is designed to protect data confidentiality and is based on the use of two or more elements categorised as:
  - knowledge about something only the Customer/User knows;
  - possession of something only the Customer/User possesses;
  - inherent features of the Customer/User.
59. **Inbox** – an inbox in the iBiznes24 internet service and in the iBiznes24 mobile service to which the Bank sends Regulations, information about changes in Regulations, responses to complaints, notifications about organizational issues related to the iBiznes24 service, marketing messages and other information and statements provided for in the Agreement and the Regulations. On the other hand the Inbox enables the Customer to send communications to the Bank, including complaints;
60. **smsCode** – a one-off code used for Customer/User authentication and authorisation of the User's instructions and Applications and Trade Finance orders or payment, cash withdrawal or online cash withdrawal orders placed via iBiznes24 sent at the request of the User to a GSM phone number defined by the Customer in the Agreement,
61. **Schedule of Fees and Charges** – the schedule of fees and charges collected by the Bank for banking services provided to business Customers handed to the Customer submitting to the Bank document Parameters of iBiznes24 electronic banking service,
62. **Token** – a cryptographic device generating one-off codes used for Customer/User authentication and authorisation of the User's instructions and Applications and Trade Finance orders or payment, cash withdrawal or online cash withdrawal orders placed via iBiznes24 service,
63. **TPP**: a Third Party Provider; an entity that provides the following payment services:
  - payment transaction initiation;
  - payment account information.
64. **Account Information Service TPP**: a payment service provider whose business activities include providing the Account Information Service.
65. **Payment Transaction Initiation Service TPP**: a payment service provider whose business activities include providing the Payment Transaction Initiation Service.
66. **Transaction/Transfer** – transfer of monies initiated by the Customer in the iBiznes24 service,
67. **Agreement** – Agreement for iBiznes24 electronic banking service along with appendices and annexes thereto,
68. **Treasury services agreement** – "Master Agreement on making and settling transactions", "Framework agreement for banking services" or "Agreement on electronic currency exchange via electronic banking services",
69. **3D Secure** – security layer for online card transactions at merchants offering such a solution based on authorisation through SMS codes,
70. **iBiznes24 Electronic Banking Services / iBiznes24 service** – access to banking services via the electronic channel (the Internet) with the use of the iBiznes24 internet service (service) iBiznes24 mobile service made available within iBiznes24 internet,
71. **Payment Account Information Services**: a service to provide information on one or more payment accounts held by the Customer either with the Bank or with the Bank and other providers which maintain payment accounts available online.
72. **GTS Service (Global Trade Services)** – the service offered through iBiznes24 services regarding the handling of the Accounts, specified in detail in separate Rules for Using the GTS Service and available after the above said agreement is entered into by and between the Customer and the Bank.
73. **Payment Transaction Initiation Service**: a service whereby a Payment Transaction Initiation Service TPP initiates a payment order from the Customer's account in the Bank at the Customer's request.
74. **Phone service** – service rendered to the Customer by the Bank based on the phone service agreement signed by the Customer and the Bank.



75. **Accounts management service in External Banks** – service enabling the Customer to manage accounts held in External Banks via iBiznes24, in line with the Agreement for Remote Accounts Management, after the said agreement is entered into by and between the Customer and the Bank.
76. **Act/Payment Services Act** – Payment Services Act of 19 August 2011 (Journal of Laws from 2011, No. 199, item 1175 as amended);
77. **Authentication**: a procedure which allows the Bank to verify the identity of the Customer/User or the validity of the use of a specific payment instrument, including the use of personalised security credentials.
78. **User** – a natural person with a full legal capacity to act with assigned NIK, Starting password, using a token, smsCode or Mobile signature, and who has been authorized by the Customer to obtain information about Customer's Accounts, to place Instructions, Applications or Trade Finance Orders or payment, cash withdrawal or online cash withdrawal orders in iBiznes24 service;
79. **Verification of the VAT taxpayers list** - a service consisting in verifying whether the transfer beneficiary's account is on the VAT taxpayers list.
80. **Application** – the statement of the customer's will submitted via iBiznes24 internet and authorised in a fashion relevant for a given statement, including a payment instruction as defined in the Payment Services Agreement, executed by the Bank manually and requiring the Bank's approval;
81. **List of VAT taxpayers** - an electronic list of entities registered as VAT taxpayers, kept by the Head of the National Tax Administration pursuant to art. 96b of the Act on tax on goods and services, available on the website of the Ministry of Finance.
82. **Blocked iBiznes24 service** – temporary blockade of access to iBiznes24 service for all or selected users made by the Bank at the Customer's/user's request or without such a request made by the Bank.
83. **Blocking iBiznes24 mobile service** – temporary block of access for all or selected Users to iBiznes24 mobile service made by the Bank at the Customer's request or without such a request by the administrator or by the Bank; the access to iBiznes24 mobile is unblocked at the request of the Customer or administrator.
84. **Blocking a Trusted mobile device** – temporary block of the mobile device for the User at the Customer's or User's request; the Trusted mobile device is unblocked at the Customer's or User's request.
85. **Cancellation of token/smsCode/Mobile signature** – temporary denial of User's access to token/smsCode/Mobile signature; the access can be restored at Customer's/User's request and in case of Mobile signature the Customer/User may restore the access individually in iBiznes24 internet,
86. **Rules** – these Rules for using the iBiznes24 electronic banking service provided to the Customer submitting to the Bank document Parameters of iBiznes24 electronic banking service.
87. **smsCode cancellation** – occurs when the User is denied access to smsCodes; access to token/smsCode is restored at the Customer's/User's request but requires re-activation of authorisation tool.
88. **Cancellation of iBiznes24 service** – activity consisting in preventing the access of all or selected Users to iBiznes24; the access can be restored at the Customer's request yet iBiznes24 service needs to be re-activated and a new Starting password has to be issued.
89. **Trusted accounts** – bank accounts indicated by the Customer in iBiznes24 internet on its lists of transfer recipients as accounts where the Customer's Transfer Instructions/Transfer from External Bank instruction z kept within the daily limit do not need to be authorised using the Customer's authorisation tool.
90. **Trade Finance orders** – customer's statement of will submitted via iBiznes24 on Trade Finance products authorised in a manner relevant for a given statement carried out manually by the Bank and requiring the Bank's approval. Trade Finance orders are not available to the Succession administrator.
91. **Succession administrator** – a natural person who is entered into the Central Register and Information on Economic Activity (CEIDG) and appointed by persons authorised to do so under the Polish Act on Succession Administration of Sole Proprietorships to administer a sole proprietorship after the death of its owner. The succession administrator acts in their own name but on behalf of the sole proprietor's heirs.
92. **Trusted computer**: a personal computer or another device (in particular a mobile phone or a tablet) indicated by the Customer/User in the iBiznes24 internet service on their list of devices ("list of Trusted computers") as a device on which the Customer/User can use the iBiznes24 internet service. A Trusted Computer can be also called a Trusted Device for Browsers/Trusted Device for Internet Browsers,
93. **Trusted mobile device** – a mobile device (a mobile phone in particular) indicated by the Customer/User in iBiznes24 internet service/iBiznes24 mobile service on their list of mobile devices ("list of mobile devices") as a device with which the Customer/User would be able to use iBiznes24 mobile service.
2. iBiznes24 internet is an internet service which requires a personal computer with the Internet access, an Internet browser and in the case of using iBiznes24 mobile service – mobile devices other than a personal computer, in particular a mobile phone with access to the Internet and with the Bank's mobile application.  
Information about the software required for the use of iBiznes24 mobile and ways of downloading it is available at the Bank's Website.  
The names below used herein shall have the following meaning:
- iBiznes24 internet service – means that a given provision refers only to iBiznes24 internet service, excluding iBiznes24 mobile service.
  - iBiznes24 mobile service – means that a given provision refers only to iBiznes24 mobile service, excluding iBiznes24 internet service
  - iBiznes24 service – means that a given provision refers both to iBiznes24 internet and iBiznes24 mobile service (one e-banking service under which the Customer/User avails of the service as iBiznes24 internet and/or iBiznes24 mobile).
3. For detailed information on the recommended settings of hardware and software see the Bank's Portal.
4. The hardware (in particular the computer) and the software required to use the iBiznes24 service is purchased and maintained by the Customer. The technical equipment should meet the requirements specified by the Bank.
5. Detailed list of functions available in iBiznes24 internet service and iBiznes24 mobile is presented in Appendix 1 and 3 to the Rules and the detailed description of those functions and manner of using them is available on the Bank's Portal.
6. The list of functions for particular iBiznes24 profiles is diversified.
7. The following iBiznes24 profiles/service packages are offered:
- a) Extended (for Corporate Customers);
  - b) Extended SME (for SME Customers).
  - c) Migration (for Migrated customers),
  - d) new iBiznes24 (a new version of the system with a new graphic design, new solutions in ergonomics and in navigation with the use of the system functionalities; for Corporate Customers).
8. The Bank reserves the right to extend or reduce the range of the functionalities available in the iBiznes24 service in the following cases:
- a) entry into force of new laws/amendment of existing laws;
  - b) changes to the Bank's offering;
  - c) IT technologies used in the iBiznes24 service are changed.
- § 4
1. The iBiznes24 service, subject to § 4(2) and § 4(3) is available 24 hours a day, 7 days a week.

## Chapter 2

### Functional scope of iBiznes24 service

#### § 3

1. The iBiznes24 service enables:
- a) access to information on the accounts operated for the Customer by the Bank or credit accounts via which the Customer's Bank loans are serviced or on External Accounts
  - b) transfers to the accounts and third-party accounts;
  - c) making other Instructions and Applications or Trade Finance Orders or cash deposit/ withdrawal orders, specified in Appendices 1 and 3 to the Rules, via iBiznes24 internet,
  - d) submission of Transfer from External Bank instruction.



2. The Bank reserves the right to suspend access to iBiznes24 or its individual functionalities when it is necessary to make periodical maintenance operations or solve a security problem. The Customer/ User will be informed about it in advance in communications posted at the login site of iBiznes24 internet service.
3. Access to iBiznes24 or its individual functionalities may be also limited because of break in the access to iBiznes24 caused by failures or other reasons beyond the Bank's control, such as force majeure cases or problems attributable to external IT infrastructure availed of by the Customer and remaining beyond the Bank's control.

## Chapter 3

### Terms and conditions of providing access to iBiznes24

#### § 5

1. The Bank provides iBiznes24 service based on the Customer's statement of will. For this purpose the Customer submits the document Parameters of iBiznes24 electronic banking service to the Bank's branch or hands it over to the Bank's authorised employee.
2. The Bank reviews the document Parameters of iBiznes24 electronic banking service within maximum 7 business days of its submission. In the case of any doubts, the Bank may ask the Customer for additional explanations which may prolong the period for reviewing the submitted documentation with the time required to make the explanations.
3. All of documentation like Parameters of iBiznes24 electronic banking service and other forms submitted by the Customer in relation to access to and use of iBiznes24 service should be signed by the individuals authorised to make statements of will on the Customer's behalf.
4. The Bank may refuse to accept the Customer's statement of will if:
  - a) the Customer does not meet the requirements specified herein;
  - b) the document Parameters of iBiznes24 electronic banking service contains flaws,
  - c) there are other reasons preventing the acceptance of the document Parameters of iBiznes24 electronic banking service.
5. In the event of refusal to provide the iBiznes24 service, the Bank, within 7 business days of the date of receipt the document Parameters of iBiznes24 electronic banking service or responding to the Bank's doubts, will notify the Customer in writing, via e-mail or over the phone of the refusal to accept its statement of will and provide the rationale.
6. If the document Parameters of iBiznes24 electronic banking service is accepted it becomes an appendix to the Agreement.

#### § 6

1. iBiznes24 service is available to the Customer if all the following conditions are met jointly:
  - a) an Account is opened and held with the Bank,
  - b) the Bank accepts the Customer's statement of will in the form of document Parameters of iBiznes24 electronic banking service,
  - c) the Bank and the Customer have concluded the Agreement in writing,
  - d) iBiznes24 service is registered by the Bank (and the Users),
  - e) the Bank has verified the identity of the Users,
  - f) each User is provided with a Starting password and authorisation tools ordered by the Company for this User,
  - g) the Customer delivers to the Bank:
    - copies of the Users ID cards, and
    - if the Starting passwords and Authorization Tools are provided by the Bank's employee at the Customer's office (collectively to a person authorized by the Customer in the Parameters of iBiznes24 electronic banking service or personally to each User directly) respectively:
      - (i) collective report on providing the Users with passwords and authorisation tools signed by a person authorised by the Customer in the Parameters of iBiznes24 electronic banking service, or
      - (ii) reports on providing the Users with passwords and authorisation tools signed by each of these Users,
    - if the Starting passwords and Authorization Tools are provided by the Bank to a person authorized by the Customer in the Parameters of iBiznes24 electronic banking service or in the Adding a new iBiznes24 user Application/ Adding or changing a user authorization tool Application (by mail to the address of Customer's seat or collectively at the Customer's office) Bank verifies with the Users – in the form of recorded telephone call - the User's identity and features of the authorization tool received by these Users,
  - h) the Bank provides separately the NIK number to every User in a file secured with a password comprising data known to the User, attached to the message sent by the Bank to the e-mail address indicated to the Bank in the User's statement.  
In special cases, the providing the User with the NIK number referred to in the preceding sentence may be carried out at a meeting of the Bank's employee and the Users.
2. Starting passwords and Tokens are:
  - a) in the case of Customers with an Extended Profile or with new iBiznes24 Profile:
    - given to the User by an employee of the Bank at the Customer's office – to each User personally, or

- given collectively by the Bank's employee at the Customer's office to an authorised person designated by the Customer in the Parameters of iBiznes24 electronic banking service, or
  - sent collectively by mail to a person authorized by the Customer in the Parameters of iBiznes24 electronic banking service or in the Adding a new iBiznes24 user Application/ Adding or changing a user authorization tool Application.
- b) in the case of Customers with an Extended SME Profile:
    - given to the User by an employee of the Bank at the Customer's office – to each User personally, or
    - given collectively by the Bank's employee at the Customer's office to an authorised person designated by the Customer in the Parameters of iBiznes24 electronic banking service, or
    - sent collectively by mail to a person authorized by the Customer in the Parameters of iBiznes24 electronic banking service, or
    - provided to the User as a text message sent to the mobile phone number specified in the Agreement for the purpose of sending smsCodes (applies to the Starting password),
  - c) in the case of customers using the Migration profile:
    - given to the User by an employee of the Bank at the Customer's office – to each User personally, or given to the User by an employee of the Bank at the Customer's office – to each User personally, or
    - sent in the form of a text message to the phone number indicated in the course of the migration process or
    - sent via mail to the Customer's address to an authorized person indicated by the Customer.
3. NIK, Starting passwords and tokens are issued for an indefinite period of time however each User has to change the Starting password to Password during the first log-in to iBiznes24 internet service or to iBiznes24 mobile service.
  4. The User may use smsCodes if the Customer provides the mobile phone number to which the Bank should send smsCodes.  
The Customer is obliged to ensure that the mobile phone /SIM card /mobile phone number to which the Bank will send smsCodes is exclusively in the Customer's possession. The possession referred to in the previous sentence also means the use of that mobile phone /SIM card /mobile number /mobile application installed on a given device by Users who have been authorized by the Customer to place Instructions.
  5. The Customer using tokens or smsCodes may additionally use the Mobile signature provided that they have the Mobile signature activated.
  6. The Mobile signature is activated after the following actions are taken by the Customer/User:

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- a) Setting PIN to the Mobile signature in the mobile device in iBiznes24 mobile service,
  - b) Confirming activation of the Mobile signature in iBiznes24 internet with a token or smsCode.
7. The Agreement should be signed by the individuals authorised to make statements of will on behalf of the Customer.
  8. In the Agreement the Customer is obliged to indicate the User for contacts with the Bank concerning iBiznes24 service.
  9. In order to change the parameters/amend the iBiznes24 service, the Customer files the document Parameters of iBiznes24 electronic banking service or Adding a new iBiznes24 user Application/ Modifying iBiznes24 user data Application/ Modifying iBiznes24 user permission Application/ Removing iBiznes24 user Application/ Adding or changing a user authorization to Application/ Acceptance groups or schemes management Application/ Changing the limits and additional telephone authorization Application/ Changing the account dedicated for the subscription fees Application.
  10. The profile/iBiznes24 service package, referred to in § 3(7) can be changed only at the beginning of a calendar month excluding a change of the Migration profile into the Extended or SME Extended profile. It is not possible to change the new iBiznes24 profile to other iBiznes24 profiles.
  11. In order to change the Migration profile an Agreement has to be signed. The change from the current iBiznes24 profile to the new iBiznes24 profile may be made only on the basis of an offer submitted by the Bank and approved by the Customer.
  12. The list of functionalities ascribed to the currently active Profile will be available after the change of the Profile, while the functionalities relevant to the currently active Profile will be available after placing a separate Instruction.
  13. After the change of the Profile, NIK, Password, authorisation tools and Approval Patterns effective before the Profile change shall remain unchanged, while Users' access rights to new functionalities available in the currently active Profile will have to be defined.
  14. Functionalities specific for the Profile active before the change will not be available, including the execution of orders, in particular Instructions and Applications, being processed during change of the Profile in the iBiznes24 service.
  15. The Customer has a right to buy/sell currency at the negotiated exchange rate through iBiznes24 service on condition that the Customer concludes the proper Treasury services agreement.
  16. The condition necessary to enable the Customer to make cash deposits or withdrawals via iBiznes24 is to have the Customer and the Bank sign agreement on services in the form of electronic cash withdrawals, Agreement on handling sealed cash deposits and on cash-in-transit service, Agreement on handling sealed cash deposits or Agreement on handling sealed cash withdrawals.
  17. In order to submit the Transfer from External Bank instructions via iBiznes24 service and to obtain information on the balance and debit/credit items in the External Account, the Customer needs to make Agreement for Remote Accounts Management with the Bank.
- § 7
1. As part of iBiznes24 service, only Users authorised by the Customer in a manner specified by Bank are entitled to submit Instructions and Applications or Trade Finance orders or payment, cash withdrawal or online cash withdrawal orders in the name and on behalf of the Customer.
  2. For the User to be registered by the Bank they have to give their consent in writing (in the form and document specified by the Bank) for passing his data, including personal data, to the Bank and for processing them.
  3. The User is obliged to provide the Bank with details of their valid ID card and to update them. The User may have their personal details updated by presenting a valid document in the Bank's branch and in the case of ID card - using iBiznes24 internet.
  4. The Bank verifies the validity of the User's ID card in the ID Card Register. The validity of passport and permanent residency card is compared with data provided by the User when the iBiznes24 service is made available as per § 6(1)(e). If the document is invalid, the User cannot use iBiznes24 services until they have their personal details updated.
  5. The Customer names the Users and defines the scope of their rights in the document Parameters of iBiznes24 electronic banking service.
  6. The User of iBiznes24 service must be exclusively:
    - a) customers who are natural persons conducting business activity, or
    - b) a natural person authorised by the Customer to obtain information on the accounts operated for the Customer and credit accounts via which the Customer's loans are serviced or External Accounts, or
    - c) a person authorised by the Customer to place Instructions, Applications or Trade Finance orders or payment, cash withdrawal or online cash withdrawal orders on the behalf and for the benefit of the Customer,
    - d) Succession administrator.
  7. The User's rights to obtain information on accounts and to place instructions, Applications and Trade Finance orders as part of iBiznes24 service must comply with proper documentation submitted by the Customer to the Bank along with special applications in an electronic form via iBiznes24 internet.
  8. The Customer may change previously designated Users and their rights at any time throughout the life of the Agreement.
  9. The Customer may define for each User:
    - a) access rights related to information about the Customer's accounts or External Accounts and the option to place Instructions and Applications to debit or credit the account (developing, authorisation and sending) and to debit the External Account,
    - b) rights to execute specific types of Transfers.
10. The rights referred to in § 7(9) can be assigned to the User as general or detailed ones.
  11. General rights are defined separately for three groups of Accounts (current accounts, deposits, credit accounts) and External Accounts. Defined rights also relate to a given type of Accounts which will be opened by the Customer in the future.
  12. Specific rights are defined for individual Customer's Accounts and External Accounts and are superior towards general rights (general rights apply to all Accounts and External Accounts in a given group, except for Accounts and External Accounts for which specific rights are defined).
  13. Additionally, for Users with authorisation rights the Customer sets the Approval Patterns, i.e. lists of Users whose authorisation is required for the Bank to accept the Instruction, Application or Trade Finance order or payment, cash withdrawal or online cash withdrawal orders.
  14. The following Approval patterns can be defined:
    - a) transactional – used to authorise the Instruction and/or transactional and service Applications,
    - b) special – used to authorise the Instructions and/or Applications requiring authorisation by the individuals authorised to make statements of will on behalf of the Customer,
    - c) Trade Finance – used to authorise Trade Finance operations (listed in Appendix 1 to the Rules).
    - d) SFT – used to authorise SFT referred to in § 23,
    - e) Cash module – used when authorising payment, cash withdrawal or online cash withdrawal orders.
  15. For each Transaction Approval Pattern it is necessary to set the maximum Instruction amount (the so-called limit of a single transaction) which can be authorised by the Users referred to in the Approval Pattern.
  16. Optionally, it is possible to pre-define, in the Transaction Approval Pattern, Accounts and External Accounts which can be debited and Accounts for which Transfer Instructions or Transfer from External Bank instructions can be made, subject to the following conditions:
    - a) Accounts and External Accounts which can be debited and in the case of a direct debit – credited are to be indicated by the Customer in the Agreement and can be only previewed in iBiznes24 service,
    - b) accounts which can be credited with Transfers and in the case of a direct debit - debited in iBiznes24 service can be only added or managed by the administrator referred to in § 8.
  17. Transaction Approval Patterns without the pre-defined account option referred to in § 7(16) above are common for all Accounts and External Accounts.
  18. Transaction Approval Patterns cover all types of Transfers and Transfer from External Bank instructions.



19. For each Trade Finance Approval Pattern it is necessary to set the maximum amount of Trade Finance order (the so-called single order limit) which can be authorised by the Users referred to in the Approval Pattern.
20. To facilitate the definition of Approval Patterns it is possible to define a group of Users with authorisation rights. If a User Group is defined in a given Scheme this means that a signature of one individual from the User Group is required in a given Approval Pattern.
21. Approval Pattern can be defined as combined User Groups and Single Users.

## § 8

1. The Customer may grant administrator rights to selected Users.
2. The administrator rights are granted and revoked in the document Parameters of iBiznes24 electronic banking service and Adding a new iBiznes24 user Application/ Modyfying iBiznes24 user permissions Application.
3. The administrator can perform the following via iBiznes24 internet:
  - a) amend the general and detailed rights of the Users to the Accounts and External Accounts and execute specific types of transfers and Transfer from External Bank instructions,
  - b) select an automatic authorisation tool used to authenticate the User among the authorisation tools used by the User, unless the option to change the secure logging type was blocked,
  - c) set an obligatory authentication for a different User with the use of the authorisation tool,
  - d) block and unblock iBiznes24 mobile service.
4. The modifications made by the administrator as regards iBiznes24 service parameters listed in the Agreement cannot exceed the authorisation assigned by the Bank under the Agreement.
5. The Administrator can also make changes to iBiznes24 settings – for all or selected Customer's users – as regards:
  - a) password policy (as permitted by the Bank),
  - b) list of available options/functions,
  - c) list of available Applications and Instructions,
  - d) list of available reports,
  - e) lists of IP addresses enabling log-in to iBiznes24 service,
  - f) business hours, i.e. hours when it is possible to log-in to iBiznes24 service,
  - g) accounts, including Third-party accounts, assigned to the Approval Patterns, which can be credited with Transfers,
  - h) access rights to information about facilities made available to the Customer by the Bank,
  - i) Alerty24 notifications sent to the authorised Users.
6. The Administrator has the possibility to indicate to the Bank, in the manner defined by the latter, e-mail addresses to which the Bank will send notifications of operations performed by the Bank for the benefit of the customer in relation to the Trade Finance Products.

7. Moreover, the Administrator has access to the following information:
  - a) defined Approval Patterns,
  - b) history of User's session (logging in and out),
  - c) history of the Users' other operations.

## Chapter 4

### Customer/User authentication in iBiznes24 service

#### § 9

1. The Customer's/User's authentication in iBiznes24 internet service requires Strong Customer/User authentication and, with the proviso of § 9(6), consists in
  - a) providing NIK number and password and
  - b) providing a single code generated by the Token, providing smsCode sent to the mobile phone specified in the Agreement or authorization with Mobile signature by providing a PIN of the Mobile signature, also taking into account the possibility of using Biometric authorization in accordance with § 9(2) below or logging in on a Trusted computer.

The Customer's/User's authentication in iBiznes24 mobile service requires Strong Customer/User authentication and consists in providing NIK number and password on Trusted mobile device taking into account the possibility of setting an additional password in the form of a Mobile PIN in accordance with § 9(6) below.

2. If the Customer/User has access to a mobile device which supports biometrics-based Authentication, then, optionally and alternatively to the authentication by providing a PIN of the Mobile signature, the Customer/User can carry out the Mobile signature by scanning the 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.

The Bank reserves the right to request the Customer/User to additionally provide the Mobile signature PIN.

The Customer/User can carry out the Biometric authorization only if the User has performed all of the operations referred to in § 9(9).

3. The User enters a full password during the first logging and a password randomly selected by iBiznes24 during subsequent loggings, while the Customer/User may choose whether during subsequent loggings to iBiznes24 mobile service they will provide full password or randomly selected password by placing an Instruction.
4. The Customer/User may use the iBiznes24 mobile service only on a Trusted Mobile Device. When logging in to the iBiznes24 mobile service for the first time, the mobile device must be placed on the list of trusted mobile devices. A Trusted mobile device is placed on the list of mobile devices in one of the following ways:
  - a) by filing by the Customer/User all the below Instructions in the following order:
    - in the iBiznes24 mobile service - Instruction to place a mobile device inscription on the mobile devices list with the proviso that the above mentioned inscription Instruction must be made from the mobile device the Instruction relates to,
    - in the iBiznes24 internet service - in the iBiznes24 internet service – an Instruction to place a given mobile device on the mobile devices list as a Trusted mobile device and then authorize that instruction with smsCode or Token, or
  - b) by placing an Instruction by the Customer/User to place a Trusted mobile device on the list of mobile devices in iBiznes24 mobile service and then authorize that instruction with smsCode or Token, with the proviso that the a/m Instruction must be filed from the mobile device which is to be placed on the list.

5. Placing a trusted mobile device in the list of trusted mobile devices results in the fact that each time - when logging in to the iBiznes24 mobile service as well as Authorizing of Instructions - Bank verifies whether only the Customer/User uses that mobile device. For this purpose Bank checks specific features of the mobile device.

6. While filing an Instruction in iBiznes24 mobile service, the User may set an additional password in the form of a mobile PIN for logging into iBiznes24 mobile service. The User may file such an Instruction only from mobile device after logging into iBiznes24 service with a Password.

7. Mobile PIN may be used by the User to log into iBiznes24 mobile service on their all Trusted mobile devices.

8. When the User uses a mobile device enabling identification based on biometrics, then the User identification in iBiznes24 mobile application version may, optionally and alternatively with identification based on NIK and mobile PIN, consist in:
  - a) providing correct NIK and
  - b) scanning the User's fingerprint using a reader installed in the mobile device and then confirming its conformity with the User's fingerprint previously saved in that mobile device or
  - c) scanning the User's face with the mobile device camera to confirm its compliance with the face shape previously registered in the mobile device.

The bank reserves the right to make additional User's Identification by asking the User to give their NIK number and password or PIN mobile.

9. The identification based on biometrics is possible if a User performs all the following operations:
  - a) Activates fingerprint identification/ identification based on facial recognition in the User's mobile device,
  - b) Saves at least one of the User's fingerprints/ scanned face shape in his/ her mobile devices,
  - c) Sets mobile PIN password,
  - d) Activates fingerprint identification/ Identification based on facial recognition in iBiznes24 mobile application version.



10. In proviso of § 9(8) and § 9(9), the User's identification in iBiznes24 mobile service using biometrics option proceeds in line with the same principles as the User's identification by way of providing NIK and mobile PIN password.
11. The Customer/User may use iBiznes24 internet service on a Trusted computer. For this purpose the Customer/User has to place the instruction to add a device to the list of the Trusted computers and to authorize it with an Authorization tool.
12. After a device has been added to the list of Trusted Computers, each time when the Customer/User logs in to iBiznes24 internet service, the Bank will check if the Customer/User is the only party using that device. In order to do this, the Bank will verify certain features of the device.
13. To authenticate the Customer and commence using iBiznes24 service, the Customer uses the address published on the Bank's Portal.

## Chapter 5

### Information provided in iBiznes24 service

#### § 10

1. The following information is provided via iBiznes24 service:
  - a) information about all accounts opened and held by the Bank for the Customer (at the time of signing the Agreement and in the future) and credit accounts used for servicing the loans sanctioned to the Customer by the Bank and External Accounts indicated in the Agreement for Remote Accounts Management,
  - b) information about closed accounts (on condition that the Customer files a request for providing information about closed accounts),
  - c) information about payment cards issued by the bank to customer's accounts by the time of signing the Agreement and the cards issued in the future,
  - d) history of payment card operations, including blockades,
  - e) information about facilities rendered available by the Bank to the customer, in particular, information referring to zero-balancing cash pooling (within iBiznes24 internet service),
  - f) Users' rights are fed to the application forms; the access to applications may be blocked by Customer's Admin or an employee of the Business Service Centre.
2. Each User is automatically assigned with access to information about Payment cards issued by the Bank to the customer's accounts in the Bank. The User may indicate an e-mail address to which the Bank should send card statements related to Payment Cards used by them. Such statements are encrypted and the password is set by the Customer/User using iBiznes24 Internet service.

3. The User individually authorised by the Customer to have access to information about all Payment cards issued by the Bank to all or selected customer's accounts in the Bank. The User may indicate e-mail addresses to which the Bank should send the card statements. Delivered statements are encrypted and the password is set by the Customer/User using iBiznes24 Internet service.
4. Electronic bank statement (eWyciąg) is available in iBiznes24 internet as of the moment of being generated for maximum 35 days.
5. Customer/ User availing of iBiznes24 internet can receive an eStatement to the indicated e-mail address. Such eStatements are encrypted and the decrypting password is set by the Customer/User in iBiznes24 internet.
6. The rules for generating electronic bank statements (frequency, date of generating a bank statement, etc.) are provided for in the relevant Account Agreement.
7. The Customer can also request the reports with data on his Accounts and External Accounts and operations within iBiznes24 internet service. The reports can be viewed on the screen or in the form of files which can be downloaded by the Customer/User in their computer to be used later.
8. iBiznes24 internet service provides information about the following Trade Finance products available for the customer:
  - a) own and export letters of credit,
  - b) import and export collections,
  - c) received guarantees,
  - d) own guarantees/stand-by letters of credit.
9. The customer using iBiznes24 internet service has an option to receive notifications of operations performed by the Bank for the benefit of the Customer in relation to the Trade Finance Products to e-mail addressed indicated by the Customer in the manner specified in § 8(6).
10. The user authorised by the Customer to execute instructions to buy/sell currency at the negotiable FX rate is allowed to provide the Bank with any e-mail address or phone number, in the iBiznes24 internet service, where text notifications about the currency buy/sell orders (FXAlerts) can be sent.
11. For avoidance of doubt, the Customer acknowledges that notifications referred to in § 10 (10) will be sent to the Customer via the public IT infrastructure, hence there is a risk of malfunction or inadequate security over the infrastructure, which is out of the Bank's control, which in particular may lead to the situation when the sent alerts are used by unauthorised persons.
12. In iBiznes24 internet, there is information available on progress in delivery of sealed deposits, sealed withdrawals and electronic withdrawals by the Bank.

#### § 11

1. In iBiznes24 internet service, the Customer has access to an Inbox to which the Bank sends the Regulations or notices of amendments, responses to complaints, information about iBiznes24 related issues, marketing messages and Bank's statements of will, other declarations, notifications and information regarding financing services provided to the Customer
2. The inbox enables the Customer to keep and access information and communications received from the Bank referred to in § 11(1) for a period relevant for the type of received information/ messages. The way in which the messages are saved makes it possible for the Customer to read them in an unchanged format. The Customer may save and store the information and messages on their own PC or another durable information carrier.
3. Information or Regulations are sent to the Inboxes of all Users.
4. Certificates ordered via the iBiznes24 internet service are sent to the Inbox of the User indicated in the Application.

## Chapter 6

### Placing and Authorising Instructions in iBiznes24 service

#### § 12

1. All Customer's accounts (both the ones existing at the time of signing the Agreement and the future ones) can be credited and debited as part of iBiznes24 service and External Accounts can be debited based on the Transfer from External Bank instruction.
2. Each reference to placement and authorisation of Customer's instruction in iBiznes24 service means placement and authorisation of Instruction in iBiznes24 service by an authorised User or a Group of Users.

Depending on the scope of rights granted to Users by the Customer and Approval Patterns defined by the Customer a given Instruction needs to be authorised by one or subsequently/jointly maximum four Users.
3. If it is required for security reasons or legal provisions, the Bank may require Strong Customer/User authentication for Authorization of Instruction, using the Authorization tools provided by the Bank.
4. When placing the Order the Customer enters data specified in § 12(5), the Instruction is authorised and sent to the Bank.
5. Unless other regulations signed between the Bank and the Customer provide otherwise, the basis for executing transactions in iBiznes24 will be the unique identifier entered by the Customer which is the bank account number written in the format acceptable to the Bank (NRB, IBAN).
6. Instructions placed through iBiznes24 are authorised depending on the type of iBiznes24 service:
  - a) in iBiznes24 internet
    - selecting a proper button on the screen and, if the Bank requires for that Instruction Strong Customer/User authentication: by entering a one-off code generated



by the Token or a smsCode sent to the mobile phone provided in the Agreement or displaying the Instruction details on the screen of a Mobile Device and providing the mobile signature PIN.

- b) in iBiznes24 mobile:
- by selecting a proper button on the screen and, if the Bank requires for that Instruction Strong Customer/User authentication - by entering a one-off code generated by the Token or a smsCode sent to the mobile phone provided in the Agreement.,
7. The User may be provided simultaneously with more than one authorisation tool, yet the User may use only one of them to authorise a given Instruction.
  8. In iBiznes24 internet service manner of authorising a given Instruction is selected by the Customer/User before making the Authorisation.
  9. The code generated by token or smsCode sent to mobile phone number indicated by the Customer in the Agreement can be used to authorise the operation for which it was generated. It is also possible to generate one code for the Customer's list of Instructions.
  10. The Authorisation Code should be entered promptly after it is received. If the Authorisation Code has expired or the time provided for the Authorisation with a mobile signature has passed, the Instruction has to be placed once more.
  11. iBiznes24 internet service allows the Users to group Instructions in the so-called batches to facilitate the handling of a large number of Transfers and Transfer from External Bank instruction.
  12. iBiznes24 internet service allows the User to create lists of transfer recipients, the so called counterparties, in particular, domestic counterparties, foreign beneficiaries, employees and to use the lists when placing a Transfer Instructions via iBiznes24. When submitting the Transfer from External Bank instruction, it is only possible to select recipients placed on the foreign beneficiaries list available in iBiznes24 service.  
The instruction to add counterparty to the list and Instruction to change the counterparty's data in the list needs to be confirmed with an authorisation tool.
  13. iBiznes24 Service enables the Customer (via iBiznes24 Internet) to file Instruction on adding the Trusted Accounts. Adding or changing the Trusted Account in iBiznes24 is possible only for Confirmed Counterparty and requires Strong Customer/User authentication.  
Instructions on transfers and the Transfer from External Bank instructions to the Trusted Accounts may be filed in iBiznes24 Internet, and, in some cases, in iBiznes24 mobile, and their Authorisation is possible using iBiznes24 internet/mobile and is done by way of selecting a relevant button on the screen, with the consideration of daily limits indicated in Appendix 2 to the Rules.
  14. A detailed list of available Instructions along with additional information is enclosed in Appendix 1 hereto.

## § 13

1. The Customer may avail of additional phone authorisation of high value interbank transfers (i.e. transfers to non-Santander accounts, above amounts set by the Bank and indicated in Appendix 2 to the Rules) after signing a relevant annex to the Agreement.
2. For the purpose of the authorisation referred to in § 13(1) the Customer may select all or selected (maximum 3) Accounts from which high value interbank transfers will be made.
3. The terms and conditions of additional phone verification of high-value interbank transfers referred to in § 13(1) and § 13(2) are outlined in the Agreement.
4. In the Agreement, the Customer defines the amount brackets of high-value interbank transfers and presents the list of persons (who may be the Users) authorised to make additional phone Authorisation of such transfers, as well as, phone numbers of those persons.  
The first person on the above list should be a person who does not authorise and does not send Instructions through iBiznes24 service. However it has to be a person who is authorised to represent the Customer which should be confirmed with relevant documents submitted to the Bank.
5. The Bank will make additional phone authorisation of the high-value interbank transfers on the Bank's Business Days between 8:00 a.m. and 5:00 p.m. The Customer will ensure that the individuals authorised to make additional phone authorisation of the transfers are available at the phone numbers indicated in the Agreement. The Bank will make three attempts (each call lasting 5 signals) to contact each of the aforementioned individuals in the sequence referred to in the Agreement.
6. If the Customer sends a high-value interbank transfer on the Bank's business day by 2:00 p.m., the Bank shall contact the person from the list, referred to in § 13(4), on the same day to make an additional phone authorisation. In other cases, the Bank will contact such a person on the next Bank's Business Day following the Instruction sending date, at the latest.
7. The additional phone Authorisation of the high-value interbank transfer is considered to be completed if the Bank calls one of the individuals from the list, referred to in § 13(4), and the person agrees to such a transfer.
8. When the additional phone authorisation of a high-value interbank transfer is made, the Bank will be authorised to make such a Transfer.
9. The Bank does not make a high-value interbank transfer in the cases described in the Rules or in the case when it is impossible to make an additional phone Authorisation which consists in the failed attempt to contact the individuals from the list referred to in § 13(4) due to the individuals' absence as well as due to other circumstances which prevent the phone contact for the reasons attributable to the Bank.

10. If the high-value interbank transfer is not effected for the reasons indicated in § 13(9), the funds collected from the Customer's Account with a view to effecting the transfer, will be returned to this Account immediately, not later than by the end of the next business Day of the Bank.
11. The Bank shall not be accountable for the failure to effect the high-value interbank transfer due to the reasons indicated in § 13(9). At the same time, the Bank will notify the Customer of the failure to effect the high-value interbank transfer by sending the relevant information to the Customer's e-mail address indicated in the annex to the Agreement.
12. The Customer is obliged to notify the Bank of all changes in the phone numbers and e-mail address indicated in the Agreement. The Customer will be held liable for their failure to report changes of data.

## § 14

1. Instant Transfer Instruction may be placed only after meeting all the following conditions:
  - a) Beneficiary's account is maintained by the bank which is the member of Express ELIXIR or BlueCash settlement system,
  - b) Instant transfer instruction is placed at hours when Express ELIXIR or BlueCash system is available in the Bank and in the Beneficiary's bank,
  - c) The bank of the Instant Transfers beneficiary's accepts such transfers,
  - d) Instant transfer Instruction is placed from the PLN Account of the Customer,
  - e) Instant transfer Instruction can be ordered in PLN,
  - f) The amount of the Instant transfer does not exceed limits indicated in Appendix 2 to this Regulations.
2. Instant transfer Instruction may not be placed:
  - a) with the future execution date,
  - b) with the payment instruction to bank accounts of the Social Insurance Institution (ZUS), Polish tax or customs authorities.

## § 15

1. The Customer can use Przelew24 to pay for goods and services bought:
  - a) from online shops, if the Bank has made this payment method available to them via Internet Payment Integrators; or
  - b) from other entities that sell goods or services, if the Bank has made this payment method available to them via Internet Payment Integrators.
2. In order to make a Przelew24 Transfer, the User:
  - a) selects Przelew24 as the method of payment for goods or services in an online shop,
  - b) after being redirected to the Bank's page indicates iBiznes24 service, as the service in which the Transfer instruction shall be placed, and then logs to the iBiznes24 internet,



- c) is displayed a Transfer form completed with the amount, payment title and the beneficiary details, and selects the account to be debited,
  - d) authorises the Transfer and returns to the websites of the shop or the Internet Payment Integrator.
3. Przelew24 can be authorized only by those Users who are entitled to make single-person Instruction Authorization under the set Approval pattern.
  4. Przelew24 Transfers made to pay for a service whose cost depends on its duration (e.g. start/stop parking) need to be reauthorised by the User to determine the amount of the Przelew24 Transfer for the actual duration of the service. If a Przelew24 Transfer is not re-authorized as described in the previous sentence, it will be made in the amount originally defined by the User when placing the Przelew24 Transfer Instruction.

## § 16

1. As part of iBiznes24 services, the Bank enables the Customers/Users to verify the beneficiary's account on the VAT taxpayers list.
2. Verification in the VAT taxpayers list applies only to the NIP number and the beneficiary's account number if they are provided in the details of transfer order. The verification is carried out automatically when the transfer is saved and when the transfer instruction is submitted for execution at the Bank.
3. The result of the verification, as well as the inability to make verification for reasons beyond the Bank's control, the Bank shall notify the Customer/User in the form of a message on the screen.
4. The verification is carried out based on the information contained in the VAT taxpayers list that is available on the website of the Ministry of Finance on the date of saving the transfer and on the day of submitting the transfer instruction for execution at the Bank.
5. Before submitting a transfer instruction for execution at the Bank, the Customer/User may always remove from the list of transactions a transfer to the beneficiary whose account - according to the verification result - is not on the VAT taxpayers list.
6. The Bank shall not be liable for the final result of the verification referred to § 9(1) and § 9(2) and for damages incurred by the Customer/User in connection with the decisions taken by him on the basis of information provided by the Bank on the result of verification, when:
  - a) there was no access to the list of VAT taxpayers or the data in the list was incorrect or outdated,
  - b) incorrect data related to beneficiary, referred to § 9(2), was entered to transfer instruction.
7. Allowing verification of the beneficiary's account in the VAT taxpayers list does not mean that the Bank takes over the obligations of the Customer/User under the applicable law. The Customer/User is obliged:
  - a) assess whether the transaction is subject to the obligations related to the verification of the beneficiary's account in the list of VAT taxpayers,
  - b) assess the right moment at which the beneficiary's account verification should be carried out in the VAT taxpayers list,

- c) assess the information received from the Bank regarding the obligations incumbent on the Customer/User regarding the verification of the beneficiary's account in the VAT taxpayers list and make appropriate decisions based on this information.
8. The Bank shall not be liable for tax consequences that may arise on the part of the Customer/User in relation to improper performance by the Customer/User of obligations imposed by applicable law and the resulting provisions from failing to verify the account of beneficiary in the VAT taxpayers list, from incorrect assessment of the moment of making verification and incorrect interpretation of information provided by the Bank.

## Chapter 7

### Placing and Authorising Applications in iBiznes24

#### § 17

1. The Customer can file the following Applications via iBiznes24 internet service:
  - a) service – authorised single-handedly by the User authorised to approve the Instruction from any of the Customer's accounts or External Account,
  - b) transactional – authorised in line with the transaction Approval Patterns defined for the Customer. If the transaction Approval Patterns define Accounts or External Accounts which may be debited, then the Application is verified with regard to these Accounts. The accounts which may be credited with Transfers referred to in § 7(16) are not verified,
  - c) special – authorised in line with the Approval Patterns defined for the Customer.

Each time reference is made to the Customer placing Applications in the iBiznes24 service, it should be understood as the possibility of creating an Application in the iBiznes24 internet service and as the authorising and placing of the created Application by an authorized User or group of the Users in both the iBiznes24 internet and iBiznes24 Mobile services. The Customer acknowledges that the submission of a Special Application may involve the granting of a power of attorney to act on behalf of the Customer. By designating a User or a group of the Users authorized to submit and authorize a Special Application and by defining a special Approval Pattern, the Customer authorizes to grant such powers of attorney in accordance with the subject of a given Special Application.

2. If it is required for security reasons or legal provisions, the Bank may require Strong Customer/User authentication for Authorization of Instruction, using the Authorization tools provided by the Bank.
3. In other cases, the applications are placed and authorised under the same conditions as Instructions.
4. A detailed list of available Applications along with additional information is enclosed in Appendix 3 hereto, including provisions of § 17a below.

#### § 17a

1. The Customer may place a Special Application for submitting documents to the Bank provided that they have an original copy of the document which is to be submitted to the Bank in an electronic form.
2. As part of the Special Application, the Customer may provide the Bank only with documents which are true copies/images of the original documents.
3. At the Bank's request, the Customer shall provide the Bank with the original copy of the document submitted to the Bank by way of the Special Application. The original has to be submitted within 2 days of the Bank's request.
4. The Bank indicates the current list of documents which can be submitted to the Bank by way of the Special Application as part of the iBiznes24 service. The Bank reserves the right to modify the list of documents which can be submitted to the Bank by way of the Special Application.
5. The Bank reserves the right to refuse to accept the document submitted by the Customer by way of the Special Application. If the Bank refuses to accept the document, the Customer is obliged to provide an original copy of this document.
6. The Customer undertakes to submit the documents by way of the Special Request in line with these Rules. The Customer is liable for any actions taken by the Users in this respect. The Customer undertakes to provide the User with the Rules of submitting documents to the Bank by way of the Special Application. The Customer is liable for submitting the documents by way of the Special Application by unauthorised parties.

## Chapter 8

### Execution of Instructions, Applications and Trade Finance orders in iBiznes24

#### § 18

1. The Bank embarks on executing the Instructions and Applications in iBiznes24, subject to § 18(2), § 18(4), upon receiving an Instruction or Application, however, not later than by the end of the next business Day of the Bank and in the case of future dated Instructions or Applications – on the day indicated in the Instruction or Application.  
If an Instruction or Application with a future execution date indicates a day which is not the Bank's Business Day, it will be executed no later than on the first Business Day following that day.  
The Instructions and Applications are executed in line with the relevant Regulations.
2. The following is assumed:
  - a) Instructions placed via iBiznes24 on the Bank's business Day by 7 p.m. were received by the Bank on the day when they were placed,

# Rules for using the iBiznes24 electronic banking service



- b) Instructions placed on the Bank's business day after 7 p.m. and on the Bank's non-business days received by the Bank on the following business day unless they are immediately executed by the Bank,
  3. Subject to § 16 (2), the Bank will not receive an Instruction until the authorised Instruction is placed by the Customer.
  4. The following rules are assumed unless specified otherwise in the registration application:
    - a) Instructions placed via iBiznes24 on the Bank's business Day by 4 p.m. were received by the Bank on the day when they were placed,
    - b) Applications placed on the Bank's business day after 4p.m. and on the Bank's non-business days received by the Bank on the following business day unless they are immediately executed by the Bank.
  5. Subject to § 16(4), the Bank will not receive an Application until the authorised Application is submitted by the Customer.
  6. The Bank will not debit the Customer's Account before the receipt of the Instruction or Application.
  7. The Customer must not cancel an Instruction or withdraw the Application after the Bank receives them, unless this is an instruction or application with a future execution date. The Customer may cancel such an Instruction or Application however not later than by the end of the Bank's business day preceding the date specified in the Customers Instruction or Application.
  8. For settlements with the Customer the Bank applies FX rates applicable in the Bank at the moment of delivery of the Instruction by the Bank or executing the Application unless stipulated otherwise in the regulations.

The Bank executes the Instruction or the Application in line with § 18(1)-§ 18(6) above.
  9. Standing orders via iBiznes24 service may be placed, cancelled or modified not later than on the Bank's Business Day preceding the execution date of the first/consecutive transfer under a given standing order, however, an Instruction placed after 7 p.m. may not be executed.
  10. The terms and conditions for submitting and executing Trade Finance orders (listed in Appendix 1 hereto) are defined in:
    - a. "Santander Bank Polska S.A. Terms and Conditions for the execution of letters of credit",
    - b. "Santander Bank Polska S.A. Terms and Conditions for the execution of documentary and clean collections".
  11. The Trade Finance orders are placed and authorised under the same conditions as Instructions.
  12. The conditions of placing and executing FX sell/buy Instructions at the negotiated exchange rate and Applications for amendments to the Treasury services agreement with regards to:
    - a) updating the list of persons authorized to conclude treasury transactions on behalf of the Customer with the list of telephone numbers of these persons,
    - b) updating the list of the Customer's current accounts used for the settlement of treasury transactions,
    - c) updating the list of e-mail addresses used for sending by the Bank, among others confirmations of transactions, valuations, reports and all correspondence related to the performance of a given Treasury services agreement and transactions concluded and settled on its basis,available via the Application are referred to in the proper Treasury services agreement and in the Terms and Conditions for concluding and executing forward currency transactions.
  13. Special applications for assigning/rendering a product/service after their approval by the Bank become an integral part of the Agreement and do not require a written agreement/annex to the agreement unless specified otherwise in the Application.
- ### § 19
1. The Instruction to open a deposit account is executed in line with the rules defined in the Regulations for Business Accounts and in the Appendix thereto outlining the detailed conditions of maintaining term deposits as part of iBiznes24 internet electronic banking service which is handed over to the Customer submitting to the Bank the document Parameters of iBiznes24 electronic banking service.
  2. The day when the Bank executes an Instruction to open a deposit account is deemed to be the first day of the term deposit contract period and deposit interest rate is the rate prevailing on the day when the Instruction is executed by the Bank. The interest rates on the deposits are available in the Bank's branches and on the Bank's site.
  3. The term deposit account is opened based on the Instruction in the Bank's Branch operating the demand account from which funds are transferred to the deposit.
  4. The term deposit account opened based on the Instruction is run in the currency of the account from which funds are transferred to the deposit.
  5. Interest accrued for subsequent periods of the deposit opened based on the Instruction is taken to the deposit account.
  6. Deposit closing Instructions for a Deposit opened via iBiznes24 internet can be placed both in iBiznes24 internet and at a Bank Branch. Other instructions concerning deposit interest or deposit amount may be placed throughout the deposit term only at the Bank's Branch.
  7. When submitting an Instruction to close his/her deposit account, the Customer indicates its own account in the currency matching the currency of the deposit account to which the Bank will transfer the deposited funds.
- ### § 20
1. The Customer should make sure that all the Instructions and Applications submitted in iBiznes24 are conclusive and consistent with his/her intentions, contain correct data referred to in § 12(55) and indicate the Accounts to be credited/debited, the holder of those accounts and the payment title.
2. The Bank confirms the acceptance of the Customer's Instructions and Applications placed through iBiznes24 service by providing information in the service.
  3. The Bank will refuse to execute the Customer's Instruction, including Instructions placed via TPP that provides Payment Initiation Services, or the Application when:
    - a) there are no funds in the customer's account sufficient to execute a given transaction. or
    - b) The Instruction or Application will be submitted against the Agreement or Regulations, especially, when the Instruction exceeds the limits referred to in § 21, or
    - c) the conditions which need to be negotiated with the relevant unit of the Bank, when a specific product is used, will be indicated by the Customer in violation of the arrangements made with the Bank, or
    - d) the Bank's obligation to decline the Instruction or the Application arises from separate commonly applicable regulations (e.g. the Account has been attached by way of execution), or
    - e) there is a justified suspicion that the Instruction or Application could be placed due to actions of malware beyond the Bank's control or due to the access to iBiznes24 service by unauthorised persons.
  4. If the Bank refuses to execute a Transaction for reasons referred to in § 20(3) preventing its execution by the Bank, the Customer will receive information on refusal via iBiznes24 along with information on the reasons – if possible. The Bank does not advise of the refusal and its reasons if such notification is forbidden pursuant to the applicable laws.
  5. Once an Account has been credited or debited, the Bank will provide the information required by the Act in the form of bank account statements made available in the manner and on the dates specified in the Regulations applicable to the Account in question or will provide the said information in the manner specified in § 1 0(4). The execution of the Customer's Instructions can also be confirmed by lists of Instructions available through the iBiznes24 service.
  6. Should the Bank not accept the Application due to the circumstances preventing the Bank from accepting the Instruction, the Customer will be informed about the decline and its reason, if possible, by the contact person indicated in the Application. The Bank will not notify the Customer of the refusal and its causes if provision of such information is unlawful.
  7. Should the Agreement be terminated, the transfer instructions, transfer from External Bank instructions and applications with a future execution date placed in iBiznes24 prior to the termination will be executed as instructed by the Customer/User.
  8. The Customer is obliged to regularly monitor if the Instructions and Applications have been executed correctly by checking bank statements, lists of Instructions and Applications, the history of Accounts and External Accounts and the Bank's messages concerning the execution of filed Instructions and Applications, all accessible in iBiznes24 service.



## Chapter 9

### Transactional amount limits and other limitations in iBiznes24

#### § 21

1. The Bank offers additional security measures in the form of transaction amount limits to ensure that the Customer's funds are secure. The limits apply both to the Transfer Instructions and Transfer to External Account Instructions.
2. When concluding the Agreement, an individual daily limit for Customer's transfers to third-party accounts is set. The limit sets the maximum amount that the Customer may transfer on a single day to any third-party accounts (applies to Transfers made by all Users).  
The limit is set pro rata to the Customer's turnover in the accounts.
3. The Customer may seek changes in the daily limit for transfers, however the limit can be increased once every 3 months maximum.
4. In the Agreement, the Customer sets the daily limit of the User's Transfers to third party accounts, meaning the maximum amount of Transfers to any third party accounts which the User can authorise during one day.
5. The Customer's Daily Transfer limit and the User's Daily Transfer limit cannot exceed the max. amounts set by the Bank.
6. Daily limits for transfers referred to in § 2119(2) and § 2119(4) are deducted from:
  - a) the User's Daily Transfer Limit – on the day of authorising the Instruction,
  - b) the Customer's Daily Transfer limit – on the day of sending the Instruction.
7. In addition, the following fixed limits are applicable to all Customers:
  - a) limits applied to opened term deposit accounts,
  - b) FX transfer limits.
8. The limits set by the Bank are provided for in Appendix 2 hereto.
9. All limits are expressed in Polish zloty. If a Transfer amount is expressed in a foreign currency, it is converted at the exchange rate prevailing at the Bank for the purpose of checking whether it fits into the Customer's daily limit. The FX rates applicable in the Bank are available in iBiznes24.

#### § 22

- In FX turnover domestically and internationally (FX turnover), the Customer can place an Instruction in iBiznes24 solely to countries and in currencies indicated by the Bank, however, the Customers is always able to:
- a) Specify in the Instruction an Account for collecting fees other than the Account from which funds will be collected to execute the Instruction (within iBiznes24 internet service),

- b) apply for executing an Instruction taking into account an Individual exchange rate, however, the Bank will decline the Instruction if the Customer quotes the wrong value of the negotiated individual exchange rate or the wrong transaction number (within iBiznes24 internet service).

## Chapter 10

### Sending and collecting SFT in iBiznes24

#### § 23

1. As part of iBiznes24 internet, the Customer may avail of SFT functionality consisting in sending files to the Bank by the Customer or collecting files by the Customer from the Bank (referred to as SFT) containing specific data.
2. In order to avail of the option to send and collect SFT via iBiznes24 internet service, the Customer needs to conclude with the Bank:
  - a) an agreement on mass payments, in particular, the "Agreement on servicing mass credit or mass debit instructions or electronic identification of receivables", or
  - b) "Agreement on zero-balancing cash pooling", or
  - c) agreement on executing mass money transfers via sms, or
  - d) agreement on db-collect service.
3. SFT may be used by the Customer for:
  - a) instructing direct debit against the Customer's debtors,
  - b) instructing transfers to the accounts of Customer's creditors,
  - c) receiving reports on executed direct debit,
  - d) receiving reports on cash payment to the Customer's bank accounts,
  - e) receiving reports on electronic withdrawals from the Customer's Accounts,
  - f) performing other services rendered by the Bank provided the detailed principles of performing the services are agreed by and between the Bank and the Customer in the agreement referred to in § 231(2),
  - g) to order mass money transfers executed via sms on conditions specified in the agreement on executing mass money transfers via sms,
  - h) to receive reports on mass money transfers executed via sms on conditions specified in the agreement on executing mass money transfers via sms.
4. The SFT are authorised and sent on the same terms and conditions as in the case of placing and authorising instructions with the following exceptions:
  - a) SFT may be authorised only by one or two Users,
  - b) the instructions embedded in SFT are not subject to the limits referred to in § 21,
  - c) instructions embedded in SFT are not verified against the powers to the Customer's accounts of the user authorising or sending such a file,

- d) The instructions embedded in the SFT are not subject to additional phone authorisation of high-value interbank transfers referred to in § 133.

5. Principles and dates for executing the instructions sent by the Customer to the Bank in SFT and templates of SFT are defined in agreements on mass payments, agreements regarding electronic withdrawals or in agreements on executing mass money transfers via sms indicated in § 231(2).
6. The templates of reports sent to the Customer by the Bank in SFT along with the principles and dates of sending are outlined in the agreements indicated in § 231(2).

## Chapter 11

### Alerty24

#### § 24

1. Each Customer / User of the iBiznes24 service can use the additional Alerty24 service.
2. The Alerty24 service enables the Customer / User to receive notifications about events connected with the Customer's Accounts and related to the iBiznes24 service. The notifications are sent to the mobile phone numbers or e-mail addresses indicated by the Customer / User.
3. The Customer / User present in the special Approval Pattern referred to in § 7(14) can activate the Alerty24 service, select and change Packages in the iBiznes24 service and indicate the User who will receive notifications as part of the Alerty24 service. In the case of one (shared) Installation, the Package is applied for the Company.
4. By activating the Alerty24 service, the Customer / User present in the special Approval Pattern authorises the Bank to send Alerty24 notifications using the parameters defined by the Customer / User present in the special Approval Pattern.
5. The Customer / User present in the special Approval Pattern defines the scope of Alerty24 notifications by selecting one of the service Packages offered for companies and setting the notification parameters available in the selected Package.  
The User can receive notifications about events connected with the Customer's Account only if the User has been granted the general or specific rights to that Account, referred to in § 7(9)–(10).
6. The Customer / User can temporarily block the notifications. However, the monthly fee for using the Alerty24 service will continue to be charged.
7. The Customer / User present in the special Approval Pattern can opt out of the Alerty24 service using the iBiznes24 internet service or over the phone by contacting iBiznes24 Advisors.
8. The Alerty24 service is deactivated when the Customer / User present in the special Approval Pattern places an Instruction to disable the service.
9. Changes of the Package for the Company made by the Customer / User present in the special Approval Pattern are effective as of the beginning of the subsequent month.

10. Alerty24 notifications are sent to the Customer / User by means of the public ICT infrastructure. Consequently, there is a risk of malfunction or inadequate security of the infrastructure remaining outside the Bank's control. It may in particular lead to the situation when the notifications sent are used by unauthorised individuals.

## Chapter 12

### Santander Trade Portal

#### § 25

1. The Customer can gain access to Santander Trade Portal as part of iBiznes24 internet service.
2. The access right referred to in § 25(1) above is granted to the Customer's User after log-on to iBiznes24 service, without the need to separately log-on to the Portal.
3. The Bank holds no liability for actions taken by the Customer and/or User on the basis of information contained in Santander Trade Portal.

## Chapter 13

### Faktor24

#### § 26

1. As part of iBiznes24 internet service, the Bank enables the Customer's User to gain access to Faktor24 application directly from iBiznes24 internet application, provided that they also use Faktor24 system.
2. Access, referred to in § 26(1) is granted to the Customer's User after logging into the iBiznes24 internet application pursuant to the terms and conditions set forth in the Rules – it is not required to log in separately to the Faktor24 application used by the Customer. After the access is gained, the Customer's User gains access solely to this Customer's account in Faktor24 system.
3. The Bank is not liable for actions taken by the Customer and / or User in Faktor24 system and is not liable for the operations and availability of Faktor24 system.
4. The Bank is liable solely for the authorisation of the Customer's User in the iBiznes24 internet application who gains access to Faktor24 system on the conditions specified above.

## Chapter 14

### GTS Service

#### § 27

1. As part of iBiznes24 internet service the Bank enables the Customer's User to access to GTS application directly from iBiznes24 application, provided that this User is also Customer's user in GTS Service.
2. The possibility of access referred to in paragraph 1 is obtained by the Customer's User after logging into the iBiznes24 internet service without the need of re-authentication of this User.
3. The conditions under which the Bank makes the GTS Service to the Customers and the detailed rules for using this service are set out in separate Rules for using the GTS service.

## Developer module

### § 28

1. As part of iBiznes24 internet service the Customer may use the Developer module.
2. The functionalities of the Developer module enable the Customer to:
  - a) register the data of buyers of the flats or single-family houses and development contracts concluded with these buyers in relations with development projects or investment tasks carried out by the Customer,
  - b) review and get reporting of payments made by the buyers under development agreements concluded with the Customer,
  - c) monitor and manage the contributions paid to the Development Guarantee Fund,
  - d) submit the payment Instructions for the return to the buyer of all or part of the payments made by the buyer,
3. The necessary condition for the Customer to use the Developer module is the conclusion by the Customer with the Bank of a agreement of residential escrow account for developers on the terms and within the time limits specified in the Act of May 20, 2021 on the protection of the rights of the buyer of a flat or single-family house and the Development Guarantee Fund and the current account agreement for the settlements of contributions paid to the Development Guarantee Fund.

## Chapter 15

### Using TPP services

#### § 29

The Customer/ User can use the following services initiated via TPPs:

- a) the Payment Transaction Initiation Service;
- b) the Payment Account Information Service.

#### § 30

1. The Bank provides the Payment Transaction Initiation Service only based on the consent given by the Customer/ User to the TPP and within the scope specified in that consent. The form and procedure of giving the consent is agreed between the TPP and the Customer/ User. The Bank is not a party to the agreement between the Customer/ User and the TPP and will not verify the consent given by the Customer/ User to the TPP.
2. Payment transactions initiated by the Customer/ User via a Payment Transaction Initiation Service TPP will be handled in the same manner as Transactions ordered using Santander online Services, i.e. in line with these Terms and Conditions (in particular with the provisions of § 21 on Transaction limits and the provisions on applied Authorisation Tools) and in line with the Schedule of Fees and Charges.

3. If a payment transaction is initiated by a Payment Transaction Initiation Service TPP, the Customer/ User will not be able to cancel that payment order after they have given their consent to the TPP.

#### § 31

1. The Bank enables the use of the Payment Account Information Service provided by TPPs only based on the consent given by the Customer/ User to the TPP and within the scope specified in that consent. The form and procedure of giving the consent is agreed between the TPP and the Customer/ User. The Bank is not a party to the agreement between the Customer/ User and the TPP and will not verify the consent given by the Customer/ User to the TPP.
2. In the cases specified in § 28(1) above, the information about the payment account maintained by the Bank and payment transactions related to that account will be provided by the Bank to the TPP in the same manner as information available through the Santander online Service, i.e. in line with these Terms and Conditions (in particular with the provisions on applied Authorisation Tools) and in line with the Schedule of Fees and Charges.

#### § 32

1. At the request of a provider issuing payment card-based payment instruments, the Bank will promptly confirm whether an amount necessary to execute a payment transaction based on that card is available in the payment account provided that:
  - a) the payment account of the payer is accessible online at the time of the request; and
  - b) the Customer/ User has given the Bank a consent to respond to requests made by the provider issuing payment card-based payment instruments in order to confirm that the amount corresponding to a certain transaction based on that card is available in the payment account.
2. The confirmation referred to in § 30 (1) is only a simple "yes" or "no" answer and does not include the balance of the Customer's payment account. The confirmation will also not enable the Bank to block funds in the Customer's payment account.
3. The Customer/ User can give the consent referred to in § 30 (1)(b) by means of Santander online Services.
4. The Customer/ User can request the Bank to provide the Customer/ User with the identification data of the provider referred to in § 30 (1) and with the answer given to that provider.
5. This § 30 does not apply to payment transactions initiated through payment card-based payment instruments on which electronic money is stored.

#### § 33

1. The Bank can deny a TPP access to a payment account for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to the payment account by that TPP, including the unauthorised initiation of a payment transaction.

# Rules for using the iBiznes24 electronic banking service

- The Bank will inform the Customer/ User about denying the access as specified in § 31(1) via the iBiznes24 service in writing, over the phone or in a text message.

If possible, the Bank will inform the Customer/ User about its decision to deny the access before the access is denied. Otherwise, the Bank will inform the Customer/ User promptly after the denial, i.e. no later than on the first business day after the denial. The Bank will not inform the Customer/ User about the denial if it would be unreasonable for objectively justified security reasons or prohibited by relevant regulations.

- The Bank will enable the TPP to access the payment account promptly after the reasons for denying the access cease.

## Chapter 16

### Security conditions for iBiznes24 service

#### § 34

- The Customer/User is required to follow the iBiznes24 service security rules recommended by the Bank. In particular, the Customer/User should take due care to protect: the NIK number, the passwords, the PIN mobile, the additional password, the token and the mobile phone, if the number of that phone has been provided to the Bank for the purpose of User authentication or Authorisation of the User's Instructions and Trusted mobile device and Trusted computer as well.. The Customer is fully liable for making the said data and devices available to unauthorised persons.
- If there is a suspicion that unauthorized persons might have captured the Starting password, Password, PIN mobile or token PIN, the User should promptly change those PINs/ the password or block/ restrict the iBiznes24 service.
- The User may change the PIN number individually (by using a relevant option of iBiznes24 service) or at the Bank's Branch.
- When using iBiznes24 internet/mobile service, communication between the Customer's PC and the Bank's server is SSL encrypted using a certificate issued and authenticated for the Bank's server called [ibiznes24.pl](http://ibiznes24.pl).  
Before the User logs into the system, they should check the server's certificate to make sure that they have successfully connected with the Bank's server.
- The User should not use an address or a link sent via email to log in to iBiznes24 internet service. The only correct login address is presented on the Bank's Portal. The Bank may inform the Customer about changed address or link to log-in to iBiznes24 service with the communication sent only to the inbox.
- The User should log out of iBiznes24 service when leaving the PC or mobile phone where they were logged into the iBiznes24 service.
- If the connection with iBiznes24 is interrupted, the User should log in to iBiznes24 again and check if the latest Instructions, Applications or Trade Finance orders have been saved.

- The Customer/ User is obliged to adequately secure access to the devices (e.g. personal computer, mobile phone) which are used for accessing iBiznes24. To this end, the Customer/ User should in particular:

- protect the devices against potential unauthorised access to the devices beyond its control,
- protect the devices against malicious software which may cause improper functioning of the devices beyond the Customer's/ User's control,
- install legal system and anti-virus software on the devices.
- apply firewalls,
- update the legal system and anti-virus software on the devices,
- not install software from unknown sources on the devices.
- not open and not respond to e-mails from unknown sources using the devices,
- not open files from unknown sources using the devices,
- not allow other persons to save their fingerprints in the mobile device used by the User for fingerprint identification purposes,
- not to allow other persons to save their face shape on their mobile devices.

- The Bank reserves the right to block the option to log into iBiznes24 mobile at mobile device with Android operating system when security measures referred to in § 32(8)(b) are not observed.
- To secure the Instructions, Applications and Trade Finance orders and to fully avail of the technologies used in iBiznes24 internet service, it is recommended for the User to use the latest available and stable versions of popular browsers. The list of recommended Internet browsers for which iBiznes24 service has been optimised and tested (with recommended browser settings) is available on the Bank's Portal.
- In order to obtain access and execute Instructions using iBiznes24 mobile service, the User should use only applications recommended by the Bank. Information about those applications and relevant links are available at the Bank's website.
- The User is required to control the date and hour of the last login registered by the iBiznes24 service and check if any unauthorized persons made an attempt to log in.
- The Customer/User should advise the Bank immediately of all suspicious incidents related to iBiznes24 and its usage, in particular about an attempt to access iBiznes24 or use it by unauthorised individuals. The Customer may report such incidents by visiting the Bank's Branch or by calling iBiznes24 Advisors.
- In the case of a fraud, suspected fraud, or security threat, the Bank will notify the Customer/ User of the event via the iBiznes24 service in writing, over the phone or in a text message (as applicable) unless notifying the Customer/ User is unreasonable for security reasons or prohibited by law.

- The User cannot use iBiznes24 services against its purpose or take any actions inconsistent with the Agreement or Rules and documents attached to them which might interrupt proper operation of the Bank's IT systems used for providing iBiznes24 services.
- Details of security rules for iBiznes24 service are available on the Bank's Portal.
- The User's/ Customer's failure to act with due diligence in terms of security rules referred to in § 3432(5), § 342(6), § 342(7), § 342(8), § 342(10) and § 342(11) will lead to limiting or waiving the Bank's liability for the Customer's losses, including lost benefits, which may result from that.
- If the Customer uses electronic services offered by other payment services providers, the Customer should not use the same mobile phone/SIM card as an authorization tool that is also used for the needs of the iBusiness24 service.

## Chapter 17

### Blocking and cancelling iBiznes24 service

#### § 35

- When a wrong Starting password is given three times during the User's first log in attempt or five times wrong authentication at next log or attempt of Authorization of instructions, the Bank will block iBiznes24 service for the User. The failed attempts counter will be reset after the successful authentication.
- If iBiznes24 has been blocked as described in § 33 (1) it can be unblocked by the User:
  - by visiting the Bank's Branch,
  - by calling iBiznes24 Advisors.and the action does not require granting a new iBiznes24 Starting password if the User is able to use the current Password.  
If the current Password is lost, a new Starting password may be granted at the User's request made personally at the Bank's Branch or, in the case of Corporate Customers, by calling an iBiznes24 Advisor or by using the [Adding or changing a user authorization tool Application](#).
- Following a User's request submitted to the Bank via iBiznes24 Advisors, at one of iBiznes24 contact phone numbers, the Bank may take decision on sending a new Starting password for iBiznes24 service via sms sent to the mobile phone number indicated in the Agreement as the number selected for the purpose of sending smsCodes. A decision on sending a new Starting password in the afore-described manner represents the Bank's right and not its obligation towards a User.
- If the User enters a wrong Password or Mobile PIN three times, the Bank will disable the option to logging in with the use of Mobile PIN. The User may turn on the option of logging in with the use of Mobile PIN back by logging into iBiznes24 with the Password.
- The Customer may decide on blocking iBiznes24 mobile service for a given User:
  - by the administrator referred to in § 8(3)(d),



- b) by calling iBiznes24 Advisors.
6. The Customer and the administrator may unblock iBiznes24 mobile service:
  - a) in the iBiznes24 internet service,
  - b) by calling iBiznes24 Advisors.

#### § 36

1. The Bank may block iBiznes24 service or access to the authorisation tools in the following events:
  - a) threat to the security of iBiznes24 or the Token/smsCode/Mobile signature,
  - b) suspicion that unauthorised individuals have accessed iBiznes24,
  - c) when the Token/mobile phone was used by unauthorised persons,
  - d) when an unauthorised Transaction was deliberately executed,
  - e) when the Bank is required to do so by the law.
2. Should any of the circumstances referred to in § 36 (1) occur, The Bank will notify the Customer of Blocking iBiznes24 service or blocking the possibility of using the authorisation tool immediately after such blocking occurs.
3. If there is a security risk, the Bank has a right to prevent the processing of the registered Transactions and/or registration of new transactions by all Users.

#### § 37

1. The Customer can block iBiznes24 service by submitting an application at the Bank's branch in person.
2. The Customer can unblock iBiznes24 service blocked at his request by submitting an application at the Bank's branch in person.
3. The User can block his own access to iBiznes24 service:
  - a) by visiting the Bank's Branch,
  - b) by phoning iBiznes24 Advisors.
4. The Customer can unblock the User referred to in the § 37 (3) at the Bank's Branch based on a written Instruction signed by authorised individuals and no new Starting password to iBiznes24 service is required.

#### § 38

1. The Customer/User is entitled to cancel access to iBiznes24 service.
2. If the Customer/ User suspects that Starting password, Password might have been captured by unauthorized persons but is unable to change these data on their own, or in any other justified case, the Customer/ User is required to promptly restrict the service:
  - a) by visiting the Bank's Branch,
  - b) over the phone by calling iBiznes24 Advisors

3. iBiznes24 service can be re-activated only at the Bank's Branch and a new Starting password to iBiznes24 service is required.

### Chapter 18

#### Canceling smsCode authorisation

#### § 39

1. The User has the right to cancel smsCode authorisation function.
2. If the mobile phone number provided by the Customer for receiving smsCodes is lost, stolen, repossessed, used by an unauthorised person or damaged, or some other justified circumstances occur, the Customer has to immediately report that fact and request that the smsCode authorisation function be cancelled:
  - a) by visiting the Bank's Branch,
  - b) by phoning iBiznes24 Advisors.
3. The cancellation is made exclusively for the purpose of preventing the dispatch of smsCodes to mobile phone specified in the Agreement.
4. The smsCode authorisation tool can be re-activated only at the Bank's Branch.

### Chapter 19

#### Token blocking, malfunction, loss or damage

#### § 40

1. Token is blocked after three wrong PIN entries.
2. The User can request unblocking the Token:
  - a) by visiting the Bank's Branch,
  - b) by phoning iBiznes24 Advisors.
3. A defective token may be replaced
  - a) at the Bank's Branch,
  - b) By way of placing the Application.
4. Defective tokens are checked by the Bank. If it is established that the defect is caused by the Customer, the Customer will pay for a new token in accordance with the Santander Schedule of Fees and Charges.
5. The User has an obligation to immediately report the loss, theft, repossession, unauthorised use or damage to their token:
  - a) personally at the Bank's Branch, or
  - b) over the phone through iBiznes24 service advisors,
  - c) by filing an application.New Token to replace the lost or damaged one is issued to the User at the Customer's request.
6. The Bank will not be liable for any implications of the token being lost or damaged by the user or the token's PIN number being disclosed to unauthorized persons.

### Chapter 20

#### Blocking the Mobile signature

#### § 41

1. If PIN to the Mobile signature is entered incorrectly five times at instruction authorisation, the Mobile signature will be blocked.
2. The Customer/User may unblock the Mobile signature in iBiznes24 by confirming with other authorisation tool.

#### § 42

1. The Customer/User has a right to block the Mobile signature.
2. If the trusted device used as an authorisation tool is lost, stolen, appropriated or used by an unauthorised person or if such device is destroyed, or in any other justified cases, the Customer should block the Mobile signature:
  - a) in the iBiznes24 internet service,
  - b) at the Bank's branch,
  - c) by calling iBiznes24 Advisors.
3. Cancellation of the blockade for the Mobile signature may be made in iBiznes24 internet.

#### § 43

The Customer has the right to opt out of the Mobile signature. The Customer may cancel the Mobile signature in iBiznes24 internet or uninstall iBiznes24 mobile.

### Chapter 21

#### Blocking Trusted mobile device

#### § 44

1. The Customer/User has the right to temporarily block the Trusted mobile device.
2. In the case of a loss, theft, appropriation, use of Mobile Device by an unauthorised person, destruction of the device or in other justified circumstances, the trusted mobile device should immediately be blocked:
  - a) in the iBiznes24 internet service,
  - b) by calling iBiznes24 Advisors.
3. The Trusted mobile device may be blocked only to prevent the User in the iBiznes24 mobile service from using a mobile device as a Trusted mobile device.
4. A blocked Trusted mobile device may be unblocked by the Customer/User:
  - a) in the iBiznes24 internet service,
  - b) by calling iBiznes24 Advisors.
5. Blocking the Trusted mobile device prevents from using the Mobile signature.



## Chapter 22

### Technical assistance and support for iBiznes24 service

#### § 45

- The Customer/User is entitled to the know-how and technical assistance and support in using iBiznes24 available on the Bank's websites.
- The Customer/User can receive know how and technical support in using iBiznes24 also by:
  - calling or sending an email to iBiznes24 Advisors,
  - sending a message from the Mailbox,
  - using a chat in iBiznes24 internet (service is available for system settings in Polish language version),
  - visiting the Bank's Branch personally.Contact phone numbers and email addresses of iBiznes24 service advisors are available on the Bank's Portal.
- iBiznes24 advisors provide assistance over the phone:
  - 24/7/365 as regards collecting information about all suspicious instances of using iBiznes24 and Users requests:
    - to cancel/block/unblock iBiznes2 service;
    - cancel/unblock smsCode authorisation tool;
    - unblock token authorisation tool;
    - block the mobile signature authorisation tool.
  - in other aspects – on the Bank's business days from 8 am to 6 pm.
- iBiznes24 advisors rendering phone assistance provide information on iBiznes24 service and execute the User's instructions once he is identified with an additional password. The Bank can also identify the User with other data known to the User or NIK number and voice password if the User records a voice sample via the Bank helpline.
- The support may be provided by sharing a website in iBiznes24 Services between the Customer and the iBiznes24 Advisor. In such a case, the iBiznes24 Advisor will have access to the content displayed for the Customer/User on the screen (service is available for system settings in Polish language version).
- If the Customer/User contacts the iBiznes24 Advisor, this connection will be recorded by the Bank. The Customer/User consents to recording the conversations within connections and to using them as evidence.
- The User sets the additional password in the Bank's branch or iBiznes24 service after the first login to iBiznes24 service.
- If the User is a personal customer, the password set in the Personal Identification Card is the additional password.

## Chapter 23

### Complaints

#### § 46

- The Customer has the right to lodge complaints on iBiznes24 (with the exclusion of cases referred to in § 4(2) and § 4(3), problems with authorisation tools and Transactions instructed by unauthorised persons, non-executed transactions or transactions executed in an incorrect manner. No complaints may be made under the complaint procedure about the Bank's failure to execute transactions whose execution was not checked by the Customer in accordance with § 20 (8).
- The Customer can make a complaint:
  - verbally: in person or over the phone in any organisational unit of the Bank rendering services for customers,
  - in writing: by mail to the address of the Bank's registered office or any of its organisational unit providing customer service, or by a courier, or in person at any of the Bank's organisational units rendering services for customers,
  - electronically: by filing a complaint form via the Bank's Website or via iBiznes24 message sent from the Mailbox, if there is such an option available via the Customer's profile.
  - to the Bank's address for certificated electronic deliveries, referred to in the Act on certificated electronic deliveries, provided that it is registered in the database of electronic addresses. Information on the Bank's address for certificated electronic deliveries will be announced by the Bank on the website [www.santander.pl/adres-do-edoreczen](http://www.santander.pl/adres-do-edoreczen) immediately after it is registered by the Bank.Relevant addresses and phone numbers are provided at the Bank's organisational units rendering services for customers and on the Bank's Website, as well as in relevant rules and regulations for services provided by the Bank.
- Copies of bank statements or other documents, if such exist, supporting the complaint must be attached to the complaint.
- The Customer/User is obliged to submit to the Bank's Branch the ill-functioning Token referred to in the complaint.
- Complaints should be made without delay. If the Customer fails to make a complaint about unauthorised transactions, transactions instructed by unauthorised persons, non-executed transactions or the ones executed without due care within 13 months of the day when the Account was debited or the day when the Transaction was to be executed, the Customer's claims against the Bank become time-barred.
- Depending on the subject of the complaint and the Customer's choice, the response to the complaint will be sent as a message to the Inbox of the authorised User, a letter or an email (if the Customer has indicated an email address in regulations). The response will be sent without unnecessary delay:

- 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 Payment Transaction Initiation Service or the Payment Account Information Service), the response will be sent within 15 business days of receipt of the complaint. In particularly complex cases which make it impossible to process the complaint and respond to it within 15 business days, the time limit can be extended to a maximum of 35 business days provided the reasons for the delay have been explained and the circumstances that need to be clarified have been pointed out.
  - in all other cases, the response will be sent within 30 calendar days of receipt of the complaint. In particularly complex cases which make it impossible to process the complaint and respond to it within 30 calendar days, the time limit can be extended to a maximum of 60 calendar days provided the reasons for the delay have been explained and the circumstances that need to be clarified have been pointed out.
- Detailed information concerning the manner of filing and examining the complaint by the Bank is available at the Bank's Website and in the Bank's organizational units rendering services for customers.
  - If the Bank rejects the Customer's complaint, a dispute between the Customer being a natural person and the Bank may be settled out of the court in front of the Financial Ombudsman, under the conditions and in the manner specified in the Act of 5 August 2015 on the complaints handling procedure by financial service providers and Financial Ombudsman.

## Chapter 24

### Obligations and responsibilities

#### § 47

- The Transaction is deemed to have been executed by the Bank if executed in accordance with the Customer's Instruction submitted as stated in § 12(3) and (5).
- Subject to § 46 (5), in the case of an unauthorised Transaction, the Bank returns the amount of the unauthorised Transaction to the Customer promptly, i.e. not later than by the end of the next Bank Business Day after the day when the unauthorised Transaction debited from the Account is identified or after the day when the Bank receives a relevant notification. The amount will not be returned within the said period if the Bank has reasonable and adequately documented grounds to suspect a fraud and has notified the relevant law enforcement authority of its suspicions in writing.

If the Customer uses an Account, the Bank will restore the Account balance to the state in which it would have been had the unauthorised Transaction not taken place. The value date of crediting the Customer's Account cannot be later than the date on which the amount was debited.



3. Subject to § 47(4) § 47(6), § 47(7), § 47(8) and § 47(9) the Customer's account is debited with Instructions made by unauthorised persons (if the Transaction is made by persons having unauthorised access to iBiznes24 or use of the User's token/mobile phone/Trusted mobile device/Trusted computer), and in particular those persons who were provided by the Customer with NIK, password, additional password, token or mobile phone if its number was given to the Bank for Customer's/User's authentication or Instruction authorisation.
4. The Customer is liable for unauthorised Transactions up to the equivalent of EUR 50 in PLN if the unauthorised Transaction results from:
  - a) use of authentication data, authorisation tools or authorisation codes lost by the Customer/ User or stolen from the Customer/ User;
  - b) appropriation of authentication data, authorisation tools or authorisation codes.
5. The amount equivalent to EUR 50 is calculated at the average NBP EUR exchange rate applicable on the day of executing the Transaction.
6. The provisions of § 46 (4) do not apply if:
  - a) the Customer/ User did not have an opportunity to find out before the Transaction that the authentication data, authorisation tools or authorisation codes had been stolen (except for the cases when the Customer/ User acted deliberately); or
  - b) the loss of authentication data, authorisation tools or authorisation codes before the execution of the payment transaction was caused by an action or omission of the Bank.
7. The limitation of liability to EUR 50 referred to in § 47(4), does not apply to Transactions which are a consequence of unauthorised individuals accessing iBiznes24 if:
  - a) the Customer/User has intentionally caused them to be executed,
  - b) Customer/User has breached deliberately or through flagrant negligence obligations with regard to iBiznes24 security rules described in Chapters 17,18, 19, 20, 21 and 22 of the Rules.

If the breaches referred to herein occur, the Customer will hold full liability.
8. After the Bank has been requested to block or restrict the iBiznes24 service, the Customer is no longer liable for unauthorised Transactions unless they have been caused by the Customer's/ User's deliberate actions.
9. The Customer is not liable for unauthorised Transactions if the Bank has not enabled the Customer/ User to request the Bank to block or restrict the iBiznes24 service. This exclusion does not apply to Transactions caused by the Customer's/ User's deliberate actions.
10. If the Transaction Instruction is placed directly by the Customer/ User, the Bank is liable to the Customer for non-execution or defective execution of the Transaction unless:
  - a) the Customer/ User fails to file a complaint within the time limit specified in § 46 (5);
  - b) the unique identifier specified in § 12 (5) is incorrect;
  - c) the situation described in § 47 (14) has occurred;
  - d) the Bank is able to prove that the Transaction recipient's bank account specified by the Customer/ User in the Instruction has been credited within the time limit set in the Regulations on the relevant Account
11. If the Bank is liable as described in § 47 (14), it will promptly return the amount of the non-executed or defectively executed transaction to the Customer or, if the Customer holds an Account, restore the Account balance to the state in which it would have been if the Transaction had been executed correctly. The value date of crediting the Customer's Account cannot be later than the date on which the amount was debited.
12. If the Bank has not executed or defectively executed a Transaction, then, at the Customer's request made as described in § 46 (2), the Bank will take prompt actions to trace the Transaction and inform the Customer about its findings. Those operations are performed free of charge.
13. The Bank's liability for non-execution or defective execution of a Transaction includes also all charges and interest collected from the Customer as a result of non-execution or defective (e.g. delayed) execution of the Transaction
14. The liability for the failure to execute or duly execute the Transaction is excluded if any force majeure events occur or when the failure to execute or duly execute the Transaction stems from other provisions of law.
15. In the case of:
  - a) payment transactions initiated via a Payment Transaction Initiation Service TPP, the Bank returns the amount of unauthorised transactions to the Customer promptly, i.e. not later than by the end of the next business day after the day when an unauthorised transaction debited from the Customer's payment account is identified or after the day when the Bank receives a relevant notification. In appropriate cases, the Bank will also restore the balance of the Customer's debited payment account to the state in which it would have been if not for the unauthorised payment transaction;
  - b) payment orders placed by the Customer/ User with a Payment Transaction Initiation Service TPP, the Bank will return the amount of the non-executed or defectively executed payment transaction to the Customer. If required, the Bank will also restore the balance of the debited account to the state in which it would have been if the transaction had been executed correctly.

## Chapter 25 Fees & Charges § 48

1. For using iBiznes24 service, executing the Instructions and Applications, smsCodes, tokens, Alerty24 notification packages, Alerty24 notifications outside packages and maintenance services rendered to the Customer the Bank collects from Customers fees and charges pursuant to the Schedule of Fees and Charges.
2. The Schedule of Fees & Charges is available at the Bank's Branches and on the Bank's s Portal.
3. The Bank reserves itself the right to change specific items and rates set out in the Santander Schedule of Fees and Charges. The scope and conditions of the above changes are defined in the Schedule.
4. The fees and charges referred to in § 486(1) are collected by the Bank from the Account indicated by the Customer in the Agreement.  
It is possible to indicate a different account to be debited with the subscription fee and with one-off fees.
5. The account used to collect the one-off fees indicated in the Agreement is also used to collect other fees and charges related to iBiznes24 service for which no other account was indicated.
6. The fees for Alerty24 notification packages and Alerty24 notifications outside packages are collected from the same Account as the subscription fee.
7. If funds deposited in the Customer's account are not sufficient to cover the Bank's fees and charges referred to in § 486(1), the Bank may debit the account with payable fees or charges causing the occurrence of debit or debit another account maintained for the Customer by the Bank whose balance is sufficient to cover the fee or charge.  
If an unauthorised debit occurs, the applicable provisions of the relevant account agreement will apply.
8. Unless stipulated otherwise in the regulations, funds to cover fees and charges for Transfers shall be collected by the Bank from the same Account from which the funds to execute the Transfer are collected.

## Chapter 26 Agreement termination § 49

1. This Agreement may be terminated by either party giving a one-month notice in writing, otherwise null and void.
2. The Agreement termination subject to notice period made by the Bank is deemed effective upon being served to the Customer at the address indicated by the Customer (or after the Post Office left a notice of the registered mail service at the address).
3. This Agreement expires once all the Customer's bank accounts are closed. The Agreement will expire if the legal existence of the Holder which is not a natural person ceases and there is no

successor to the Holder's rights and obligations, if the Holder dies or if all agreements on accounts maintained for the Customer by the Bank are terminated.

4. Tokens are owned by the Bank and should be returned by the Customer immediately once the Agreement is terminated.

## Chapter 27

### Final provisions

#### § 50

1. The Agreement for iBiznes24 Electronic Banking Services is not concluded based on the provisions of the "Master Agreement re. opening and maintaining accounts, as well providing selected banking services", if such an agreement was previously signed between the Customer and the Bank or former Kredyt Bank S.A.
2. Customer/User undertakes to use iBiznes24 in line with the Agreement, these Rules and other by-laws representing an integral part of the Agreement as well as commonly applicable laws and shall be fully liable for the Users' actions and negligence in this regard. The Customer undertakes to acquaint the User with the regulations.
3. These Rules and all documents being an integral part of the Agreement are available electronically on the Bank's Portal and the Customer will have the right to download, save and use them at any time in the course of a regular business.
4. The Bank undertakes to send messages about potential changes to these Rules and all documents constituting an integral part of the Agreement to the Inbox.

If the Customer does not terminate the Agreement within 14 days of when the changes are notified to them as stated above, the Customer is deemed to have approved of the changes.

5. The Customer will inform the Bank in writing about all changes to data in his documentation kept by the Bank having an impact on iBiznes24 service, including in particular Company Identification Card. The Customer will be held liable for their failure to fulfill this obligation.

#### § 51

1. Phone calls made by the User or Customer and iBiznes24 advisors will be recorded by the Bank and the Bank will require an additional password to identify the caller. The Bank can also identify the User with other data known to the User.
2. The Customer and the User hereby give their consent for the conversations referred to in § 519(1) to be recorded and for the recorded information to be used as evidence.

#### § 52

1. The Bank and the Customer shall communicate in Polish.
2. The Agreement shall be governed and construed in accordance with the Polish law.
3. The time relevant for iBiznes24 operation is Central-European time.

4. Komisja Nadzoru Finansowego (Polish Financial Supervision Authority) is the competent financial supervisory authority for the Bank.

#### § 53

Unless the Agreement, these Rules or other regulations constituting an integral part of the Agreement provide otherwise, the parties hereby agree that the provisions contained in Part 2 of the Polish Payment Services Act (Ustawa o usługach płatniczych) and Article 34–37, 40(3), 40(4), 45, 46(2)–46(5), 47, 48 and 51 of that Act will not apply to the Agreement.

## Chapter 28

### Additional provisions for Customers using a common Installation

#### § 54

1. If a few Customers wish to avail of a single installation of iBiznes24 service, the Customers submit a joint document of Parameters of iBiznes24 electronic banking service which once it is signed/accepted becomes an appendix to the Agreements concluded separately for each Customer.
2. Any changes to the parameters/modification of the joint installation of iBiznes24 service are made based on a joint document of Parameters of iBiznes24 electronic banking service submitted by the Customers. The documents have to be signed by the Customers to whom the change refers.
3. All customers availing of the same installation have access to the same profile of iBiznes24 service.
4. Using the same installation of iBiznes24 service means the following differences in functionalities as compared to iBiznes24 operations for a single Customer:
  - a) The User's daily limit covers all transfer Instructions to third party accounts authorised by the User within the installation.
  - b) If groups of Users with similar rights can be established for selected Customers, then the same group of Users can be defined for them. The name of a group of Users within the same Installation must be unique.
  - c) The Customers may also define common Approval Patterns which avail of the same groups and/or Users.
  - d) When placing Instructions and generating reports, Customers create and use common dictionaries of data (e.g. letter of counterparties, debtors, staff).
  - e) One individual is appointed for all customers as the contact person for the Bank concerning iBiznes24 service (referred to in § 6(8)).
  - f) The Users authorised to act as administrators have the right to perform the activities referred to in § 8 for all Customers within the same installation.
  - g) As part of the same installation the User will have access (via the inbox) to Bank's communication addressed to each Customer within the same installation.

- h) One account may be earmarked to be debited for using iBiznes24 service as per the Schedule of Fees and Charges by all Customers within the same application.

One account for all Customers is set to be debited with one-off fees.

5. If the customers using the same application want to submit special applications listed in Appendix 3 hereto the Special Acceptance Schemes (referred to in § 7(14)) have to be signed by the individuals authorised to make statements of will on behalf of all customers using the same installation.



## Appendix 1 to the Rules for using the iBiznes24 electronic banking service – Functionalities available

Functionality	Availability in services and profiles							
	Extended		Extended SME		Migration profile		new iBiznes24	
	internet	mobile	internet	mobile	internet	mobile	internet	mobile
<b>1. Available information</b>								
List of Accounts	+	+	+	+	+	+	+	+
Account Balance	+	+	+	+	+	+	+	+
Information about facilities made available to the Customer, including zero-balancing Cash Pooling	+	-	+	-	-	-	-	-
Basic Account Information	+	+	+	+	+	+	+	+
Detailed Account Information	+	+	+	+	+	+	+	+
Account History	+	+	+	+	+	+	+	+
eStatement (electronic bank statement presenting Account history)	+	-	+	-	+	-	+	-
List of payment cards	+	+	+	+	-	-	+	+
Detailed information about Payment card	+	+	+	+	-	-	+	+
History of payment card operations (including blockades)	+	+	+	+	-	-	+	+
Information about the Payment card limits	+	+	+	+	-	-	+	+
e-List (list of operations executed with Payment card)	+	-	+	-	-	-	+	-
Exchange rates (also historical ones)	+	+	+	+	+	+	+	+
List of Instructions placed via iBiznes24	+	+	+	+	+	+	+	+
Reports	+	-	+	-	+	-	+	=
Own and export letters of credit – list, detailed information, history of execution	+	-	+	-	-	-	+	-
Import and Export Collections – list, detailed information, history of execution	+	-	+	-	-	-	+	-
Received Guarantees – list, detailed information, history of execution	+	-	+	-	-	-	+	-
Own Guarantees/Stand-by Letters of Credit – list, detailed information, history of performed operations	+	-	+	-	-	-	+	-
eFX – history of orders and charts presenting volatility of FX rates	+	+	+	+	-	-	+	+
eFX - history of collateral	+	+	+	+	-	-	+	+
eFX - overview of deposits and conditional orders	+	-	+	-	-	-	+	+
AlertyFX	+	-	+	-	-	-	+	+
Creating lists (dictionaries) of transfer beneficiaries, the so-called counterparties, in particular domestic and foreign beneficiaries, employees and use of these lists when submitting transfer orders	+	-	+	-	+	-	+	-
Adding, removing a beneficiary and its accounts to the list of trusted beneficiaries, amendment the data of trusted beneficiary	+	-	+	-	+	-	+	-
Knowledge base - context help about the iBiznes24 system	-	-	-	-	=	-	+	-

# Rules for using the iBiznes24 electronic banking service



Availability in services and profiles  Functionality	Extended		Extended SME		Migration profile		new iBiznes24	
	internet	mobile	internet	mobile	internet	mobile	internet	mobile
<b>2. Transfers</b>								
Transfers to own accounts:								
- Transfers between Santander Accounts in PLN	+	+	+	+	+	+	+	+
- Opening and closing PLN and FX deposit	+	+	+	+	+	+	+	+
- Revolving loan drawdown and repayment	+	+	+	+	+	+	+	+
Transfers to third party accounts	+	+	+	+	+	+	+	+
Transfers to ZUS (social insurance) accounts	+	+	+	+	+	+	+	+
Transfers to KRUS (Agricultural Social Insurance Fund) accounts	+	+	+	+	+	+	+	+
Transfers to tax office accounts	+	+	+	+	+	+	+	+
Salary transfers	+	+	+	+	+	+	+	+
Fx transfers:								
- To national and international accounts (payment order)	+	+	+	+	+	+	+	+
- Between Santander accounts	+	+	+	+	+	+	+	+
- To third-party account in the bank	+	-	+	-	+	-	+	-
- Transfer in PLN from the FX account	+	-	+	-	+	-	+	-
Przelew24 (Transfers made to pay for goods and services bought in online stores)	+		+		+		+	
Direct debit	+	-	+	-	+	-	+	-
Transfer Batches	+	-	+	-	+	-	+	-
Transfer from External Account Instruction	+	-	+	-	-	-	-	-
Approval and dispatch of batches with transfer orders/Transfer from External Account Instruction	+	+	+	+	-	-	-	-
Standing orders – set-up, change, cancellation	+	-	+	-	+	-	+	-
Split payment	+	+	+	+	+	+	+	+
eFX (FX buy/sell negotiable rate)	+	+	+	+	-	-	+	+
eFX (opening deposit)	+	-	+	-	-	-	+	+
eFX (conditional instructions)	+	-	+	-	-	-	+	+
<b>3. Exchange of information with the Customer's other IT systems</b>								
Uploading data of Transfer recipients	+	-	+	-	+	-	+	-
Uploading list of Transfers	+	-	+	-	+	-	+	=
Downloading data of Transfer recipients	+	-	+	-	+	-	-	-
Downloading data on events in the Customer's Account included in a selected bank statement	+	-	+	-	+	-	+	-
<b>4. Other Instructions</b>								
Change of Password	+	+	+	+	+	+	+	-
Setting up/changing the mobile PIN	-	+	-	+	-	+	-	-
Setting up the Mobile signature PIN	-	+	-	+	-	+	-	-
Activating the Mobile signature authorisation tool	+	-	+	-	+	-	-	-
Updating the identity document data	+	-	+	-	+	-	+	=
Update of ID card details	+	-	+	-	+	-	+	=
Log-on to Santander Trade Portal	+	-	+	-	+	-	+	=

# Rules for using the iBiznes24 electronic banking service



Functionality	Availability in services and profiles							
	Extended		Extended SME		Migration profile		new iBiznes24	
	internet	mobile	internet	mobile	internet	mobile	internet	mobile
Log-on to Faktor24	+	-	+	-	+	-	+	=
Activation, change of parameters and deactivation of the Alerty24 service	+	-	+	-	-	-	-	-
Payment card activation (only for the Users who simultaneously use a payment card)	+	+	+	+	-	-	+	+
Change of quantitative and qualitative transaction limits for Payment card (only for the Users authorised to use Payment Cards)	+	+	+	+	-	-	+	+
Change in spending limit - debit cards, excluding charge cards (applies to users having Payment card usage authorization indicated in the schedule for special applications)	+	+	+	+	-	-	+	+
Change of the Payment card's PIN code (only for the Users who simultaneously use a Payment card)	+	+	+	+	-	-	+	+
Inclusion/exclusion of possibility to withdraw cash with Payment card from ATMs which do not use technology allowing to read data from a microprocessor embedded in the Payment card (i.e. EMV technology) (for the Users authorised to use payment cards and those who are also users of Payment cards)	+	+	+	+	-	-	+	+
Payment card cancellation with automatic issuance of new card	+	+	+	+	-	-	+	+
Blocking and unblocking of a Payment card (applies to Users authorised to use Payment cards)	+	+	+	+	-	-	+	+
3D Secure Registration of phone number to which 3D Secure codes should be sent (Payment cards)	+	-	+	-	-	-	+	-
Printed eBDW form	+	-	+	-	-	-	+	-
Registration of sealed deposit in the Cash Service Centre without transport to the Bank	+	-	+	-	-	-	+	-
Registration of sealed deposit with transport	+	-	+	-	-	-	+	-
Registration of sealed withdrawal with transport	+	-	+	-	-	-	+	-
Registration of electronic withdrawal in the Bank Branch	+	-	-	-	-	-	+	-
WIBOR interest rates	+	+	+	+	+	+	+	+
User with an administrator rights	+	=	+	=	+	-	-	-
<b>5. Trade Finance orders</b>								
Request for Own Letter of Credit opening	+	-	+	-	-	-	+	-
Request for changing the conditions of Own Letter of Credit	+	-	+	-	-	-	+	-
Request for Export Collections	+	-	+	-	-	-	+	-
Request for changing the conditions of Export Collections	+	-	+	-	-	-	+	-
Request for paying Import Collections	+	-	+	-	-	-	+	-
Request for opening Own Guarantee/Stand-by Letter of Credit	+	-	+	-	-	-	+	-
Managing Trade Finance products executed by the Bank for the Customer	+	-	+	-	-	-	+	-
Sending notifications of operations performed by the Bank for the benefit of the customer in relation to the Trade Finance Products (by e-mail)	+	-	+	-	-	-	+	-
<b>6. Secure File Transfer/SFT</b>								
Sending SFT files	+	-	+	-	+	-	+	-
Collecting SFT files	+	-	+	-	+	-	+	-
<b>7. Developer module</b>								
Availability of the module	-	-	-	-	-	-	+	-



## Appendix 2 to the Rules for using the iBiznes24 electronic banking service – Limits for the value of Transactions

### 1. Transfers to third-party accounts:

Maximum daily value - Company
PLN 500,000,000

Maximum daily value – User	Maximum daily value - Trusted Accounts	
	Extended	Extended SME
PLN 500,000,000	PLN 100,000	PLN 10,000

### 2. Opening deposit accounts:

Minimum value of deposited funds	Maximum value of deposited funds
outlined in the appendix to the Regulations on Business Accounts (features of a given deposit)	PLN 1,000,000*

\* a few deposits can be open on the same day with the same value, e.g.: 5 x PLN 1,000,000

### 3. FX transfers – additional limitations:

Transfer type	Minimum transfer value	Maximum transfer value
Transfer between own Accounts with currency conversion (i.e. currency purchase/sale)	PLN 5**	no limitations
Transfer to third-party Account operated in a different bank	PLN 5**	Daily limit of Transfers to third party accounts
Transfer to third-party Account in the bank	PLN 5**	Daily limit of Transfers to third party accounts

\*\* converted

### 4. Additional on-the-phone Authorisation of high-value interbank Transfers:

Value as of which the Bank requires additional Authorisation of the Transfer	Value as of which the Bank enables an additional optional Authorisation of the Transfer
PLN 100,000,000	PLN 10,000,000



## 5. Instant transfers:

Type of limit	Maximum value
Limit of a single instant Transfer in Express Elixir settlement system	PLN 100,000
Limit of a single instant Transfer in Blue Cash settlement system	PLN 20,000

## Appendix 3 to the Rules for using the iBiznes24 electronic banking service – Applications

Availability in profiles within iBiznes24 internet service	Extended
Type/name of application	
<b>Transactional</b>	
Disposition of advised withdrawal	+
Early repayment of L/C financing	+
<b>Operational</b>	
Order transaction confirmation	+
Order maintenance visit	+
Block an authorisation tool	+
Financial Shield of PFR (Polish Development Fund )	+
<b>Special</b>	
External Banks	+
Loan disbursement disposition	+
Change the sublimits within a multiline	+
Granting permission to the VAT account	+
Adding a new iBiznes24 user	+
Modifying iBiznes24 user data	+
Modifying iBiznes24 user permissions	+
Removing iBiznes24 user	+
Adding or changing a user authorization tool	+
Acceptance groups or schemes management	+
Changing the limits and additional telephone authorization	+
Changing the account dedicated for the subscription fee	+
Individuals authorised to act on behalf of the Company (IVR phone service))	+
Opening of current account with the option of adding this account to the current Treasury service agreement	+
Transfer documents to the Bank	+
Closed accounts	+
Grant/revoke power of attorney	+
Issue new/ changing data charge card	+

## Rules for using the iBiznes24 electronic banking service



Issue new/ changing data debit card to an opened account	+
Certificate issue – paper or electronic document	+
Report modification of existing sealed cash deposit agreements	+
Change of company data	+
Amendments to Treasury service agreements	+
Change payment card transaction limits	+
Change the terms and conditions of an account (including current, payroll and VAT accounts)	+
Consent to confirm the availability of funds on the payment account to external payment service providers	+
Activation/ Change of GTS service parameters	+

Availability in profiles within iBiznes24 internet service	new iBiznes24
Type/name of application	
<b>Transactional</b>	
Disposition of advised withdrawal	+
Early repayment of L/C financing	+
<b>Operational</b>	
Order of transaction confirmation	+
Order of maintenance visit	+
Block of an authorisation tool	+
<b>Special</b>	
Loan disbursement disposition	+
Adding a new iBiznes24 user	+
Modifying iBiznes24 user data	+
Modifying iBiznes24 user permissions	+
Removing iBiznes24 user	+
Adding or changing a user authorization tool	+
Acceptance groups or schemes management	+
Changing the limits and additional telephone authorization	+
Changing the account dedicated for the subscription fee	+
Application for granting permission to the VAT account	+
Individuals authorised to act on behalf of the Company (IVR phone service))	+
Opening of current account with the option of adding this account to the current Treasury service agreement	+
Transfer of the documents to the Bank	+
Closed accounts	+
Grant/revoke of power of attorney	+
Issue new/ changing data of charge card	+
Issue new/ changing data of debit card to an opened account	+
Certificate issue – paper or electronic document	+
Report modification of existing sealed cash deposit agreements	+

## Rules for using the iBiznes24 electronic banking service

Change of company data	+
Amendments to Treasury service agreements	+
Change of payment card transaction limits	+
Change the terms and conditions of an account (including current, payroll and VAT accounts)	+
Consent to confirm the availability of funds on the payment account to external payment service providers	+
Activation/ Change of GTS service parameters	+