

# Regulations for the provision of the electronic data transfer service (eID)

Effective as of 1 June 2021

## What you should know before reading this document

1. The Regulations describe principles for the provision of the electronic data transfer to the Service provider in order to confirm your identity.
2. The Service provider will provide us with the basic information about what you want to do. We will not know the contents of your agreements with the Service provider.
3. The electronic eID data transfer enables remote data transfer from electronic banking. We will not provide your login details. We will provide the data that the Service provider needs to confirm your identity only if you consent to this.
4. Whenever we say about “us,” we mean our bank. Whenever we say about “you,” we mean the Customer who made the electronic banking services agreement with us and uses the data transfer service (eID).
5. There are no additional fees for using the service.
6. Some expressions used in the text have specific definitions. We have put them at the end of the document (in the Glossary). When those expressions are used for the first time, they are underlined.

## Principles for the provision of the electronic data transfer service (eID)

7. You will use the electronic data transfer service (eID) after logging in to electronic banking services. You can transfer your data:
  - a. you are 18 years old or older
  - b. if you have confirmed your identity during your visit to our branch
8. Before we electronically transfer your data, we will ask you to:
  - a. check if the data is correct and up-to-date
  - b. provide a consent to transfer your data to the Service provider,

To submit the above statements, you must authorise them in electronic banking services (e.g. by entering an SMScode) in the way described in the Electronic Banking Regulations

If you confirm your data and consent to the data transfer, the Service provider will receive from us the following information:

- a. first name,
- b. surname,
- c. PESEL,
- d. date of birth,
- e. second name,
- f. place of birth,
- g. country of birth,

- h. identity document type,
- i. series and number of ID,
- j. ID issuance date,
- k. country of the authority issuing the ID,
- l. expiry date of ID,
- m. contact telephone number,
- n. email address,
- o. residence address,
- p. correspondence address,

The scope of the transferred data is agreed each time with you and the Service provider.

## Complaints

9. You can make a complaint regarding data sharing:
  - a) in person: visit any of our outlets dealing with customer service;
  - b) over the phone: call our helpline or any of our outlets;
  - c) on paper: write a letter to the Bank's registered office address or any of our outlets;
  - d) electronically: via the electronic banking
10. When making the complaint, choose the way in which we should respond: by post, electronically or in a text message. We will only use text messages to send you positive replies that do not need to be explained in detail.
11. We will respond to your complaint within 30 calendar days of the day when we receive it. In especially complicated cases, we may need more time (up to 60 calendar days). If this happens, we will let you know and explain what caused the delay.
  12. Detailed information about making complaints and processing complaints by the Bank is available at the Bank's website [www.santander.pl](http://www.santander.pl) and at the Bank's organisational units servicing Customers.
13. **If we do not uphold your complaint, you can:**
  - a) ask the District and/or Municipal Consumer Ombudsmen for free legal advice,
  - b) have the dispute resolved out of court by:
    - Banking Arbitrator. You can do so only if the disputed amount does not exceed PLN 12,000.
    - Financial Ombudsman.
14. The Banking Arbitrator is an institution of Związek Banków Polskich (Polish Bank Association). For more information, please go to <https://zbp.pl/dla-klientow/arbiter-bankowy>.
15. The Financial Ombudsman operates under the Polish Act on processing complaints by financial market entities and on the Financial Ombudsman of 5 August 2015. For more information, please go to <https://rf.gov.pl>.

### Security rules

16. Follow the security rules defined in the *Terms and conditions of Santander online services*
17. Your data used for the implementation of the electronic data transfer service (eID) should be updated on an ongoing basis.
18. You undertake to use the services personally and not to make them available to third parties.
19. If you do not comply with these regulations, we may suspend your use of the service for the period we indicate.

### Final provisions

20. The Agreement becomes effective at the time of the first transfer of the data referred to in point 9.
21. You are entitled to withdraw from the agreement within 14 days of its making. This does not result in the revocation or exchange of the data provided. The statement of withdrawal from the agreement (template) is attached to the Regulations.
22. You may terminate the insurance agreement at any time with immediate effect. Withdrawal from the agreement will not result in the revocation or exchange of the data provided.
  23. An electronic version of these Terms and Conditions is available at the Bank's website: [www.santander.pl](http://www.santander.pl). The Customer can download, store and retrieve it at any time.
24. As long as the Agreement remains effective, you can receive the Regulations in writing or in another durable medium, if you wish. Just let us know and we will send them to you in the form you need.
  25. The list of our branches and our e-mail addresses is available at the Bank's website: [www.santander.pl](http://www.santander.pl).
26. The electronic data transfer service is not used to transfer the data referred to in art. 20 of the GDPR.

27. The electronic data transfer service is a service provided electronically as defined in the Act of 18 July 2002 on the provision of electronic services.
28. You and we will communicate with each other in Polish.
29. The performance of the Agreement is governed by Polish law.
30. Any disputes related to the Agreement are resolved by competent courts in line with generally applicable law.

### Glossary

**We** – Santander Bank Polska with its registered office in Warsaw, al. Jana Pawła II 17, 00-854 Warszawa, registered in the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS no. 0000008723. NIP 896-000-56-73. REGON 930041341.

**Electronic banking service** – remote access to the Bank's services via the internet and the Santander mobile application. Internet and Mobile Banking is an electronic banking service.

**Rules** – these Regulations for the provision of the electronic data transfer service (eID).

**Electronic banking terms and conditions** - on which the Bank provides Internet and Mobile Banking to the Customer (Terms and conditions for Santander online services for personal customers, Mini Firma electronic banking terms and conditions or Moja Firma plus electronic banking terms and conditions, as applicable) and which are binding on the Customer under the Agreement they signed,

**Service provider** – entity to which the Bank provides the Customer's data in line with their instruction,

**Customer/You** – a natural person, including a natural person who conducts economic activity and has entered into the electronic banking services agreement with the Bank,

**Consumer** – a natural person who has entered into an Agreement with the Bank which is not directly related to that person's economic or professional activities, which consists on providing specific data to the Services providers cooperating with the Bank. The data transfer process is carried out within a closed system of participants, which includes: the Bank, the provider cooperating with the Bank and the Customer.

**RODO** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation),



TEMPLATE:

Consumer's statement of withdrawal from the Agreement on the provision of the electronic data transfer service (eID)

I, the undersigned .....,

residing in .....,

NIK: .....

hereby state that I withdraw from the Agreement on the provision of the electronic data transfer service (eID) made on ..... between myself and Santander Bank Polska with its registered office in Warsaw, al. Jana Pawła II 17.

.....

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Place and date of signing the statement

Customer's signature