

## Regulations of the Rejestr online Website of Santander Brokerage Poland

### Contents

#### Chapter I – General

#### Chapter II – Services

#### Chapter III – Login and Technical Requirements

#### Chapter IV – Terms of Use

#### Chapter V – Final Provisions

### Chapter I

#### General

1. Pursuant to the provisions of the Act on Providing Services by Electronic Means, Santander Brokerage Poland, an organisationally separate unit of Santander Bank Polska S.A. with its registered office in Warsaw, hereinafter referred to as Santander Brokerage, introduces these regulations, referred to as the 'Website Regulations' which define, in particular, the type and scope of electronic shareholder register services provided, the terms of provision of such services, including the technical requirements, prohibitions on delivering illegal content, the privacy policy, as well as the terms and conditions of entering into and termination of agreements on electronic provision of services.
2. The Website Regulations define the types and scope of services provided by Santander Brokerage in electronic channels via the website available at [www.rejestr.santander.pl](http://www.rejestr.santander.pl), conditions of concluding and terminating agreements, procedure of filing complaints, as well as the technical requirements for providing electronic services.
3. The owner of the Website and the entity providing services via the Website is Santander Brokerage. an organisationally separate unit of Santander Bank Polska S.A. with its registered office in Warsaw, Al. Jana Pawła II 17, 00-854 Warsaw, entered into the register of entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under the number KRS 0000008723, established pursuant to the Regulation of the Council of Ministers of 11 April 1988 on the establishment of Bank Zachodni we Wrocławiu (Journal of Laws of 1988, no. 21, item 142), REGON 930041341, NIP 896 000 56 73.

### § 1

#### Definitions

1. The terms used in these Website Regulations shall have the following meanings:
  - **Email Address** – the email address provided by the User for contact with Santander Brokerage.
  - **Issuer or Company** – the company for which Santander Brokerage keeps the register of shareholders.
  - **Password** – a sequence of alphanumeric characters determined by the User during the Account registration process.

- **Account** – a collection of the User's data stored in the IT system of the Website administrator, with an individually assigned username (Login) and Password;
  - **Website** – the website available at [www.rejestr.santander.pl](http://www.rejestr.santander.pl) through which Santander Brokerage provides electronic services.
  - **IT System** - a set of inter-operating IT hardware and software providing for processing and storing, sending and receiving data via telecommunication networks by means of terminal equipment appropriate for the given type of network, within the meaning of the Telecommunications Law.
  - **Means of Electronic Communication** - technical solutions, including data communication equipment and associated software tools, allowing individual persons to communicate remotely using data transmission between data communication systems, in particular via electronic mail.
  - **User** – a natural person, a legal person or an organization without legal personality that has gained access to the services provided by Santander Brokerage through the Website.
2. Other capitalised terms not defined in paragraph 1 shall have the meaning given to them in the Regulations of Maintaining Shareholder Registers by Santander Brokerage. The Regulations are available on the Santander Brokerage website at [www.santander.pl/inwestor/regulacje-i-regulaminy](http://www.santander.pl/inwestor/regulacje-i-regulaminy).

## § 2

### Terms of Access

1. The Issuer and the Shareholder of such Issuer shall be entitled to access and use the Website on the terms and conditions set out below.
2. Access to the Website by the Issuer and a Shareholder who is a legal person and a Shareholder with a status of an organization without legal personality requires providing Santander Brokerage with data concerning the natural person authorized to use the Website on behalf of the Issuer or Shareholder. Such data shall include: first and last name, PESEL number (and in the case of persons without PESEL number e.g. non-residents of Poland - an ID document number) and the mobile phone number.
3. Access to the Website by a Shareholder who is a natural person requires providing Santander Brokerage with his/her PESEL number and mobile phone number (and in the case of persons without PESEL number, e.g., non-residents of Poland - an ID document number).
4. The Shareholder who is a natural person applying for access to the Website should have unrestricted legal capacity. In the case of minors or incapacitated persons, access to the Website may be granted to their statutory representative.
5. Where joint holders of shares are entered in the Register, the person authorised to access and use the Website shall be the joint representative. With regard to access to the Website by a joint representative, the provisions of section 2 above shall apply accordingly.

## **Chapter II**

### **Services**

#### **§ 3**

##### **Access to Data in the Register**

1. Santander Brokerage shall make the data contained in the Register available to the User through the Website.
2. Subject to paragraph 6 below, the data made available in the Register are up-to-date as of the date of their viewing.
3. Information on any entry made is made available on the Website immediately after it is made.
4. Santander Brokerage offers the User a possibility to generate statements from the Register via the Website. The information is provided in electronic form, in a format that makes it possible for the User to save it on his/her own media or device.
5. Santander Brokerage shall not be responsible for the use of the information generated by the User in accordance with paragraph 4.
6. A User who is a Shareholder shall obtain access to the data contained in the Register for the period starting from the day on which the Shareholder was entered in the Register.
7. A User being a Company shall obtain access to the data contained in the Register from the day the Register was opened.
8. A shareholder's access to the data stored on the Website shall cease upon the disposal of all shares in the Company.

#### **§ 4**

##### **Certificate of Registration**

1. A User who is a Shareholder may generate a registration certificate for the purpose of attending a general meeting of the company.
2. The generation of a certificate of registration on the Website shall be equivalent to the issuing of a paper certificate of registration by Santander Brokerage.
3. If several joint holders of shares are entered in the Register, the registration certificate may be generated by a joint representative.

#### **§ 5**

##### **Excerpt from the Register of Shareholders**

1. The Company may generate an excerpt from the register of shareholders as at any date of its choice.
2. A User who is a Shareholder may generate an excerpt from the register of shareholders as at any date on which he/she was a Shareholder.

## Chapter III

### Login and Technical Requirements

#### § 6

##### Obtaining Access to the Website

1. The User is obliged to review and comply with the provisions of the Website Regulations from the moment of undertaking any actions aimed at using the services provided through the Website or using in any other way the Website available at [www.rejestr.santander.pl](http://www.rejestr.santander.pl). Agreeing to abide by the Website Regulations when starting to use the services available at [www.rejestr.santander.pl](http://www.rejestr.santander.pl) shall be treated as an unqualified acceptance of the terms of the Website Regulations without the need to draw up a separate agreement.
2. The User has access to the Website Regulations at any time at [www.santander.pl/inwestor/regulacje-i-regulaminy](http://www.santander.pl/inwestor/regulacje-i-regulaminy).
3. Completion and signing of the Registration Form by an Issuer or a Shareholder who is a legal person or organisation without legal personality shall entitle the natural person indicated in the Registration Form to access and use the Website on behalf of that Issuer or Shareholder to the full extent, including obtaining information covered by professional secrecy.
4. A person authorised to use the Website on behalf of an Issuer or a Shareholder that is a legal person or organisation without legal personality logs on to the Website for the first time using the PESEL number (and in the case of persons without a PESEL number, e.g. non-residents of Poland - the number of their ID document) and the mobile phone number provided by the Issuer or Shareholder in the Registration Form for that person.
5. A change of the person authorised to use the Website by a Shareholder who is a legal person or an organisation without legal personality requires the completion and submission of a new Form, which is equivalent to a request to withdraw access from the existing person.
6. A natural person who is a Shareholder as at 1 March 2021 logs on to the Website for the first time using his or her PESEL number (or in the case of persons without a PESEL number, e.g. non-residents of Poland, an ID document number) and a mobile telephone number provided to Santander Brokerage through the Issuer.
7. A natural person who has not provided the Issuer with the data necessary to access the Website or who has become a Shareholder not earlier than on 1 March 2021 shall, in order to gain access to the Website, complete and sign the Registration Form.
8. A natural person who is a Shareholder logs on to the Website for the first time using the PESEL number (and in the case of persons without a PESEL number, e.g. non-residents of Poland an ID document number) and a mobile phone number provided in that person's Registration Form.
9. A joint representative of the joint holders of shares and the legal representative of a minor or an incapacitated person may obtain access data to the Website at a branch of the Bank where brokerage services for the maintenance of the Register are provided. A list of such branches is available on the Santander Brokerage website.
10. The registration forms referred to in this paragraph may be submitted by the Company or Users at a branch of the Bank where brokerage services for the maintenance of the Register are provided.
11. The registration form may be signed by the Company or the Shareholder outside the branch of the Bank where brokerage services with respect to the maintenance of the Register are provided, on condition that the required data of the Company or the Shareholder and the authenticity of the signature have been duly verified.

12. Authentication may be performed by a notary public, Polish diplomatic mission or an official of a foreign state in accordance with the provisions of the Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents (Journal of Laws of 2005 No. 112, item 938) or any other person authorised by Santander Brokerage, provided that this is not contrary to the provisions of the applicable law.
13. Santander Brokerage may allow another method of authentication if it considers such a method to be beyond any doubt.
14. The registration form may be signed electronically, provided a qualified electronic signature is used.

## **§ 7**

### **User Name and Password**

The User chooses his/her own user name. The name should not be a PESEL or REGON number, or any other number by which the User can be identified by third parties.

The password should meet the following conditions:

1. It must not be shorter than 10 characters and longer than 20 characters.
2. It must contain at least one number and one non-digit character (letter or special character)
3. It must not contain the Customer's username or any part of it or the username written backwards.
4. It must not contain three identical characters next to each other.
5. It must not be the same as one of the last three passwords used.

The user should change his/her password regularly.

## **§ 8**

### **Software**

In order to use the Website, the following technical requirements must be met by the User:

1. A PC with the operating system and browser specified in the following paragraphs, with access to the Internet, or a mobile device with a touch screen, the operating system and browser specified in the following paragraphs and access to the Internet.
2. The requirements for the operating system are as follows:
  - a) the latest version of Windows or another operating system supported by the manufacturer.
  - b) a mobile version not lower than those indicated in the App Store for iOS devices and in Google Play for Android devices.
3. 3. Firefox or Chrome web browser in a version supported by the manufacturer.
4. 4. A PDF viewer that meets the Adobe Reader standard.

## **Chapter IV**

### **Terms of Use**

#### **§ 9**

##### **Obligations of the Website User**

1. The User is obliged to use the Website in a manner consistent with the Website Regulations, applicable laws, general principles of using the Internet and the objectives of the service provided, in particular in a manner that does not infringe the rights of third parties and the rights of Santander Brokerage.
2. The user is obliged in particular to:
  - a) use the Website in a manner which does not interfere with its proper functioning, in particular by using specific software or devices;
  - b) not to undertake activities such as sending or placing unsolicited commercial information (so-called spam); using the accounts of other Users or making one's account available to other Users; employing IT or other methods in order to gain access to passwords of other Users;
  - c) use the Website in a manner not harmful to other users and Santander Brokerage in terms of personal rights (including the right to privacy) and any other rights;
  - d) use the information materials provided electronically only within the scope of permitted use. Any other use or modification of such materials is permitted only with the express permission of the authorized person. Santander Brokerage shall not be responsible for any changes made to the content of the information materials provided to the Users electronically.
3. The User shall immediately notify Santander Brokerage of any unauthorised use of its username and password or any suspicion thereof.
4. The User is obliged to properly secure the devices (e.g. computer, mobile phone, mobile device) used to access the Website and is obliged to protect them from malware or unauthorised access by way of:
  - a) installing the legal system software and anti-virus software on the device;
  - b) using a firewall;
  - c) updating the legal system software and anti-virus software installed on the device
  - d) not installing software of unknown origin
  - e) not logging to the website from an unknown, publicly accessible and unsecured Internet network;
  - f) refraining from opening or replying to emails which are not expected or which come from unknown senders;
  - g) not opening files of unknown origin.
5. For the sake of safety of activities performed by the User on the Website and for the sake of maximum use of technologies employed on the Website it is recommended that the User should use the latest available and stable versions of popular Internet browsers.

#### **§ 10**

##### **Blocking of Access to the Website**

1. If the User is found to be in breach of the provisions of section 9, Santander Brokerage may deny the User access to the Website.

2. In the event that the User incorrectly enters the Password five times, Santander Brokerage will block access to the Website.
3. Santander Brokerage has the right to block access to the Website in case of suspicion of unauthorised access to the Website.
4. Unblocking access to the Website is possible:
  - a) by visiting the Bank's branch where brokerage services for the Register maintenance are provided,
  - b) via the Santander Brokerage helpline ,
  - c) in any other manner agreed with Santander Brokerage.

## **§ 11**

### **Statements Made by Electronic Means**

The User agrees to make electronic statements of will connected with the performance of activities pertaining to services provided through the Website.

## **§ 12**

### **Santander Brokerage's Liability**

1. Santander Brokerage maintains ongoing supervision of the technical operation of the system by which it provides electronic services to ensure that it is functioning correctly. However, Santander Brokerage cannot guarantee permanent availability of the system or its error-free functioning.
2. Santander Brokerage may withdraw or change the scope of certain services provided through the Website for any reason.
3. Santander Brokerage shall not be liable for:
  - a) the consequences of the use of the Website by the User, in particular relating to the User's access to the Shareholders' data contained in the Register;
  - b) any other damage caused by infringement of third party rights by the User;
  - c) providing outdated, inconsistent with the facts or incomplete data by the User during the registration, and for failure to update such data,
  - d) damage caused by the electronic content sent by the User, to the extent to which it is not regulated otherwise in the applicable legislation or in the relevant documentation governing the principles of provision of a given service, the consequences of third parties gaining possession of the User's password;
  - e) damage arising as a result of interruptions in the operation of the Website, by means of which Santander Brokerage provides services electronically, or as a result of its unavailability, caused by reasons beyond Santander Brokerage's control or as a result of events which Santander Brokerage was unable to prevent.
  - f) damage caused by the User's failure to comply with the provisions of the Website Regulations

## **Chapter V** **Final Provisions**

### **§ 13**

#### **Complaints Procedure**

1. In the event of Santander Brokerage's non-performance or unreliable or erroneous performance of its obligations in connection with the Website or the discovery of any other misconduct by Santander Brokerage or any third party in connection with the provision of services via the Website, the User is entitled to file a complaint.
2. The User is obliged to review and check the documents and information provided by Santander Brokerage for the irregularities referred to in paragraph 1 above.
3. The User may submit a complaint in person in writing or verbally to be recorded in any branch of Santander Bank Polska serving customers, send it by post, within the meaning of Article 3, item 21 of the Postal Law of 23 November 2012, to the address of Santander Brokerage or submit it via electronic channels, as well as by email and telephone by contacting Santander Brokerage employees. Detailed rules for processing complaints and relevant contact details and addresses are available on the Santander Brokerage website.
4. Complaints shall be processed as soon as possible, no later than within 30 days from the date of notification, and in particularly complex cases which cannot be resolved within this timeframe, the time limit may be extended to a maximum of 60 days, after prior explanation of the reasons for the delay, indicating the circumstances which need to be investigated and specifying the expected deadline for handling the complaint and providing an answer. To comply with the abovementioned deadline, Santander Brokerage must send its response to the complaint before its expiry.
5. Santander Brokerage shall respond to the complaint in the form agreed with the User, and if the above cannot be determined, it shall do so in writing. If the form of the reply to a complaint does not meet the criteria of a durable medium, Santander Brokerage shall additionally provide the reply in writing. In the case of natural persons, Santander Brokerage will provide a response to complaints by email only upon request by a given person.
6. If Santander Brokerage considers the complaint to be valid, Santander Brokerage shall rectify the reported deficiencies and act in accordance with the request of the complainant, bringing the matter to the state that would have been the case if not for the event giving rise to the complaint, or repairing the damage. The above shall apply accordingly to partial acceptance of a complaint.
7. In case of dissatisfaction with the reply received, the Customer or a person having legal interest may appeal in writing to the Customer Care Officer of Santander Bank Polska, Pl. Andersa 5, 61-894 Poznań. The address of the website of the Customer Care Officer of Santander Bank Polska is <https://www.santander.pl/rzecznik-klienta>.
8. A dispute between the User, being a consumer, and Santander Brokerage may be settled amicably before the Bank Arbitrator at the Polish Bank Association, provided that the value of the object of dispute is not higher than PLN 12,000. The Bank Arbitrator's website address is <http://zbp.pl/dla-konsumentow/arbiter-bankowy>.
9. A dispute between the User, being a natural person, and Santander Brokerage in a situation where the User's complaint is not accepted by Santander Brokerage may be finally resolved through out-of-court dispute resolution proceedings before the Financial Ombudsman, in accordance with the procedure set out in the Act of 5 August 2015 on the Handling of



Complaints by Financial Market Entities and the Financial Ombudsman. The Financial Ombudsman's website address is <https://rf.gov.pl>.

10. Notwithstanding the procedure described above, the User shall at any time have the right to bring an action before the competent common court and any other legal remedies provided by law.
11. The User is obliged to cooperate with Santander Brokerage on detecting and investigating the failure connected with the provision of services and restoring it to the state that would have been the case if not for the event or repairing the damage and is obliged to bear the consequences of failing to comply with this obligation, in particular when the User is found to have contributed to the damage.

## **§ 14**

### **Personal Data**

1. The controller of your personal data is Santander Bank Polska S.A. with its registered office in Warsaw (hereinafter referred to as "We").
2. Your personal data will be processed by us to the extent necessary to provide services to you and to comply with legal obligations and pursue our legitimate interests.
3. You have the right to: (1) request access to your personal data, (2) request rectification of your personal data, (3) request restriction of processing, (4) request erasure of your personal data, (5) request portability of your personal data, (6) object to the processing of your personal data, (7) lodge a complaint with a supervisory authority.
4. More information can be found at [www.santander.pl/informacje-o-banku/polityka-przetwarzania-danych-osobowych.html](http://www.santander.pl/informacje-o-banku/polityka-przetwarzania-danych-osobowych.html).
5. In any matters related to personal data you may contact the Data Protection Officer by writing to [iod@santander.pl](mailto:iod@santander.pl) or by post to the address of the bank, indicating on the envelope "Data Protection Officer" as recipient.

## **§ 15**

### **Termination of Using the Website**

1. The agreement for electronic provision of services through the Website is concluded for an indefinite period of time, subject to the provisions below.
2. The Issuer's and Shareholder's access to the Website shall cease upon termination or expiration of the agreement on the operation of the Register.
3. The access of a Shareholder to the Website shall cease upon removal of the Shareholder from the Register.
4. The User may, at any time, resign from using the Website by terminating the agreement for electronic provision of services. With regard to the procedure for termination of the agreement, § 6 (10) to (14) shall apply accordingly.
5. If access to the Website has been blocked by Santander Brokerage on the basis of § 10 sec. 2, granting the access again to a given User requires Santander Brokerage's consent.

## § 16

### Changes to the Regulations

1. Santander Brokerage shall be entitled to change these Regulations on the terms set out in this paragraph.
2. Santander Brokerage is entitled to change the Regulations in the following cases:
  - a) the introduction or amendment of legislation governing the banking, financial or brokerage sector, affecting the mutual rights and obligations of Users and Santander Brokerage, or
  - b) issue or amendment by the supervisory authorities, other competent authorities or the Chamber of Brokerage of recommendations, guidance or good practices, to the extent affecting the mutual rights and obligations of the Users or Santander Brokerage, or
  - c) issue of official decisions or judgments affecting the mutual rights and obligations of Users and Santander Brokerage, or
  - d) the need to clarify the provisions of the Regulations, or
  - e) changes in the scope of the record-keeping service to which the provisions of the Regulations apply, through the introduction by Santander Brokerage of new services or withdrawal or change in functionality of existing services, or
  - f) alignment of the Register maintenance service to market conditions associated with technological progress.
3. Santander Brokerage shall inform the User of amendments to the Regulations no later than 14 days before the date on which they become effective.
4. The information referred to in paragraph 3 will be provided by Santander Brokerage to the User at the email address indicated by the User or, in the case of Users for whom Santander Brokerage does not have an email address, by handing it over to the User on a durable medium in a different manner.
5. If, prior to the effective date of the proposed changes, the User does not object report objections to such changes to Santander Brokerage, the User shall be deemed to have accepted them.

## § 17

### Language

The language of the Website Regulations, the Website and all communication between Santander Brokerage and the Users is Polish. The Website will be available in Polish and English. In the event of any differences in the content between the original language version and a website translated into a language other than Polish, the Polish language version shall prevail. Any uncertainties relating to the translated content shall be resolved by reference to the Polish language version.

## § 18

### Other Provisions

1. All matters not regulated by the Website Regulations shall fall under the provisions of the Santander Brokerage Shareholder Register Maintenance Regulations .
2. The content of the applicable Regulations is made available in electronic form on the website [www.santander.pl/inwestor/regulacje-i-regulaminy](http://www.santander.pl/inwestor/regulacje-i-regulaminy).
3. The Website Regulations shall enter into force on 22 February 2021, provided that the Website will be made available no earlier than on 1 March 2021.