

Conditions for using the package for small and medium-sized enterprises at mBank S.A. in the “Efekt” and “Efekt Plus” version

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Article 1

The "Conditions for Using the Package for Small and Medium-Sized Enterprises at mBank S.A. in the "EFEKT" and "EFEKT Plus" version, hereinafter referred to as the "SME Package," set forth the rules governing the acquisition, performance and expiry of the entitlement of a Holder of a current account with mBank S.A. (the "Account Holder") to avail himself of the SME Package of mBank S.A. (the "Bank") in the "EFEKT" and "EFEKT Plus" version.

Article 2

The SME Package in the "EFEKT" and "EFEKT Plus" version may be used by an Account Holder who:

- 1/ maintains his business records in the form of books of account,
- 2/ attained net sales revenues in the preceding financial year not exceeding PLN 50,000,000 or the equivalent in another currency.

Article 3

1. To obtain entitlement to the SME Package, the Account Holder submits an "Application for an SME Package" at a branch of the Bank.
2. To obtain the SME Package, the following actions are required:
 - 1/ the conclusion, between the Bank and the Account Holder, of an Annex to the Bank Account Agreement regarding the use of the Package for Small and Medium-Sized Enterprises in the "EFEKT" or "EFEKT Plus" versions ("Annex"),
 - 2/ the conclusion of an agreement regarding the use of the electronic banking system, if the Account Holder has not already concluded such an agreement.
3. On the day of entry into effect of the Annex, the Account Holder's entitlement to use his hitherto version of the SME Package expires.

Article 4

As part of the SME Package in the "EFEKT" or "EFEKT Plus" versions, the Account Holder is entitled to:

- 1/ a reduced overall monthly fee for maintaining his current bank account and for using the electronic banking system,
- 2/ cash deposits in sealed envelopes, with a reduced fee for making such deposits,
- 3/ open cash withdrawals, with a reduced fee for making such withdrawals,
- 4/ preferential prices when using VISA Business debit PayWave, Visa Business PayWave and MasterCard Corporate PayPass payment cards.

Article 5

As part of the SME Package in the "EFEKT Plus" version, the Account Holder is also entitled to:

- 1/ preferential charges for using the BRESOK Electronic Customer Service System of mBank S.A.
In order to take advantage of the preferential charges for using the BRESOK Electronic Customer Service System of mBank S.A., an Account Holder who, when receiving entitlement to use the SME Package in the "EFEKT Plus" version, has already concluded with the Bank an "Agreement regarding the Use of the BRESOK Electronic Customer Service System of mBank S.A." should submit the appropriate written declaration at a branch of the Bank,
- 2/ use of Automatic One-Day Deposits with the following parameters, on condition that he has concluded with the bank an "AUTOMATIC ONE-DAY DEPOSIT – AGREEMENT TO MAINTAIN AN AUTOMATIC DEPOSIT ACCOUNT":
 - a/ date of transfer of funds above the minimum balance in the current account to the Automatic Deposit Account: every day,
 - b/ minimum balance remaining in the current account: PLN 25,000,
 - c/ minimum amount paid into a one-day term deposit: any amount in excess of the minimum current account balance discussed under letter b,
- 3/ preferential charges for the maintenance of a securities account by the Bank.
In order to take advantage of the preferential charges for the maintenance of a securities account by the Bank, an Account Holder who, when receiving entitlement to use the SME Package in the "EFEKT Plus" version, has already concluded with the Bank an agreement on the provision of trusteeship services, should submit the appropriate written declaration at a branch of the Bank.
If, prior to obtaining entitlement to use the SME Package in the "EFEKT Plus" version, the Account Holder paid a charge for the maintenance of a securities account under the general rules, the preferential charge applies after the end of the period, for which the charge was paid under the general rules,
- 4/ perform the following transactions with the Bank, provided that he has a securities account with the Bank, on the basis of a "Framework agreement on the principles of cooperation in financial market transactions" or "Master Agreement for financial market transactions" or "Individual Agreement on debt securities sale transaction":
 - a/ immediate transactions for the purchase of treasury coupons, with the minimum amount of a transaction reduced to PLN 50,000,
 - b/ immediate transactions for the sale of treasury coupons, with the minimum amount of a transaction reduced to PLN 50,000.Preferences do not apply to forward transactions for the purchase or sale of treasury coupons,
- 5/ transactions with the Bank involving State Treasury bonds, provided that he has a securities account with the Bank, on the basis of a "Framework agreement on the principles of cooperation in financial market transactions" or "Master Agreement for financial market transactions" or "Individual Agreement on debt securities sale transaction".
- 6/ use of the Bank's agency services when concluding contracts of lease with mLeasing Sp. z o.o.,
- 7/ use of the Bank's agency services when concluding factoring agreements with mFactoring S.A..

Article 6

1. Bank may introduce changes to the Conditions for SME's, especially changes to the rate of interest for funds in the Account Holder's bank account.
2. The Account Holder shall receive information on changes to the Conditions for SME's together with an indication of the date on which they come into effect. Information on the changes shall be delivered, subject to paragraph 3, by registered mail with confirmation of delivery, or handed to the Account Holder with suitable confirmation of receipt.
3. In the case when the Account Holder uses the Internet e-banking system on the basis of an Agreement concluded with the Bank, serving the information referred to in Paragraph 2 may alternatively take form of a hyperlink located on the Internet e-banking system website, directing to the mBank Group website (www.mbank.pl), containing the text of amended Conditions for SME. Along with the hyperlink, the date of publication of the amended Conditions for SME and the information on the effective date of those changes will be displayed on the Internet e-banking system website. The date of serving the amended Conditions for SME to the Account Holder shall be deemed to be the eighth day from the date of publication of the amendments to Conditions for SME on the mBank Group website at the address www.mbank.pl.
4. The Account Holder is obliged by the Bank to read the banking information provided through the Internet e-banking system, in particular, information on amendments to Conditions for SME, at least once a week.

Article 7

The Account Holder's entitlement to use the SME Package expires in the following cases:

- 1/ dissolution of the bank account agreement to which the Annex was drawn up – on the date of dissolution of the bank account agreement,
- 2/ written termination of the bank account agreement in the part referring to the entitlement to use the SME Package, introduced by the Annex, by the Account Holder with 30 days' notice. In such a case, the bank shall provide the Account Holder with a document confirming the reason, effect and date of expiry of the Account Holder's entitlement to use the SME Package no later than 30 days from the date of delivery of the notice of termination to the Bank,

- 3/ written termination of the bank account agreement in the part referring to the entitlement to use the SME Package, introduced by the Annex, by the Bank for significant reasons, especially a failure by the Account Holder to fulfil or properly fulfil his obligations under Account Holder's agreements concluded with the Bank, resulting in the need to terminate these agreements, or the submission to the Bank of an untruthful declaration in the "Application for an SME Package". The document of termination shall contain the reasons for the termination, its effects, and the date of expiry of the Account Holder's entitlement to use the SME Package, not later than 30 days from the date on which the notice of termination by the Bank was drawn up,
- 4/ termination of the agreement on the use of the electronic banking system concluded between the bank and the Account Holder. In such a case, the Bank shall provide the Account Holder with a document confirming the expiry of the Account Holder's entitlement to use the SME Package, containing the reasons, effects and date of expiry of the entitlement, not later than 30 days from the date of dissolution of the agreement on the use of the electronic banking system.

Article 8

Following expiry of the Account Holder's entitlement to use the SME Package, the Account Holder is entitled to use banking products and services under general rules, with the following exceptions:

- 1/ Except when his bank account agreement has been dissolved, the Account Holder may use the payment cards issued as part of the SME Package until the date of expiry of these cards,
- 2/ The "Automatic One-Day Deposit – Agreement to Maintain an Automatic Deposit Account" shall be dissolved on the date of termination of the Account Holder's entitlement to use the SME Package in the "EFEKT Plus" version.

Article 9

All preferences regarding commissions and charges are set forth in the valid Tariff of Banking Fees and Commissions of mBank for SME and Corporates.

Article 10

1. mBank S.A. with registered office in Warsaw, at ul. Senatorska 18, as the administrator of personal data, within the meaning of the Personal Data Protection Act of 29 August 1997, informs the Account Holder that the personal data of the Account Holder and of the persons representing him/her will be processed in the banking database in order to fulfil the conditions of the agreements concluded with the Bank.
2. Furthermore, be informed that in order to perform the statutory rights and obligations of the Bank related to the performance of banking operations, the Bank may transfer the Account Holder's data to:
 - 1/ Banking Register System – a database administered within the meaning of the Personal Data Protection Act by the Polish Bank Association with its registered office in Warsaw, created and operating based on Article 105 sections 4, 4a and 4d and Article 105a of the Banking Law Act,
 - 2/ Biuro Informacji Kredytowej S.A. with its registered office in Warsaw, created and operating based on Article 105(4), (4a) and (4d) and Article 105a of the Banking Law Act,
 - 3/ business information bureaus operating under the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, if:
 - a/ the total amount of the Account Holder's liabilities to the Bank is at least PLN 500,
 - b/ the payment or payments are 60 days or more past due,
 - c/ at least one month has passed from the time the Bank transferring the data, being the creditor, sent by registered mail to the correspondence address specified by the Account Holder, and if the Account Holder has not specified such an address - to the address of the Account Holder's registered office, a call for payment including a warning of its intention to provide the data to the bureau, stating the bureau's registered business name and address of its registered office.
3. The data of the Account Holder collected in the Banking Register System maintained by the Polish Bank Association and in Biuro Informacji Kredytowej S.A. may be made available to:
 - 1/ other banks,
 - 2/ financial institutions operating as subsidiaries of banks within the meaning of the Banking Law Act of 29 August 1997,
 - 3/ other entities authorised on a statutory basis – on the terms and conditions specified in the Banking Law Act of 29 August 1997,
 - 4/ business information bureaus operating under the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010 in the scope and on the conditions laid down in this Act, based on applications filed by these bureaus and in the scope defined therein.
4. Under the Personal Data Protection Act, the Account Holder and the persons representing him/her shall have the right to:
 - 1/ access to their data and correct them,
 - 2/ make objections to processing of their data for promotional and marketing purposes, banking services and products of the Bank.

Article 11

1. The Account Holder may file a complaint about the services rendered by the Bank under the Conditions for SME.
2. Complaints may be filed with every organisational unit of the Bank providing customer service. The list of organisational units of the Bank together with their addresses is published on the official website of mBank Group.
3. Complaints may be filed in writing, verbally – by phone or in person during a meeting with the Bank's employee or electronically, in particular via the electronic banking system mBank CompanyNet.
4. Each complaint should contain a detailed description of the questionable event, the Account Holder's expectations regarding the way of resolving the complaint, bank account number, name and statistical number REGON of the Account Holder and data of the person filing the complaint (first name, last name, phone number and e-mail address).
5. The Bank handles complaints forthwith, as soon as possible; however, the deadline for handling a complaint and for providing a reply should not exceed 30 calendar days from the date of receipt of the complaint by the Bank. In particularly complicated cases which make it impossible to handle a complaint and provide a reply within the time limit stated in the previous sentence, it is acceptable to extend the deadline for handling a complaint and providing a reply to a maximum of 60 days; if that is the case, the Bank notifies the Account Holder accordingly.
6. Having handled the complaint, the Bank notifies the Account Holder about the result of the complaint procedure. Replies to complaints are provided in writing, with the use of other durable medium, or - in the case of an Account Holder being a legal person or an organisational unit without legal personality - by e-mail.
7. In the event when the claims arising from the complaint are not acknowledged, the Account Holder may request the Bank to reconsider the complaint within 14 days from the date of receipt of the reply to the complaint. The request should be made in writing. The request should contain the data referred to in paragraph 4.
8. The provisions of paragraphs 1-7 do not limit the Account Holder's right to pursue claims against the Bank in accordance with generally applicable law.
9. The Bank's operations are supervised by the Polish Financial Supervision Authority (KNF).