

REGULATIONS

SWIFTNET Korpo Service

Warsaw, November 2021



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Chapter 1 General Provisions

Article 1

These Regulations set forth the rules under which the Client may use the **SWIFTNET Korpo service**. We provide the service under the SWIFTNET Korpo Agreement.

Article 2

The terms used herein have the following meanings:

- 1/ **Bank, we** – mBank Spółka Akcyjna with its registered office in Warsaw,
- 2/ **whitelist** – a list of accounts of entities registered as VAT payers, unregistered entities, and entities removed from and re-entered in the VAT register, maintained electronically by the Head of the National Revenue Administration in accordance with the Act of 12 April 2019 on Amendments to the Goods and Services Tax Act and Certain Other Acts;
- 3/ **business day** – any day except for Saturdays and Sundays and other statutory holidays,
- 4/ **IBAN** – International Bank Account Number used in cross-border settlements, specified in Order of the President of the National Bank of Poland No. 7/2017 of 20 February 2017 on the method of numbering banks and bank accounts;
- 5/ **NRB** – Bank Account Number used in domestic settlements, specified in the Order referred to in Article 2 (4) above,
- 6/ **Client** – a sole trader, legal person or an organisational unit without legal personality but with legal capacity holding a bank account (a current or auxiliary bank account) with the Bank;
- 7/ **branch** – a corporate branch of the Bank operating a current or auxiliary bank account of the Client;
- 8/ **Client's software** – software that enables the Client to integrate with the SWIFT network, prepare and send orders via the network and download information from the Bank;
- 9/ **Regulations** – the Regulations "SWIFTNET Korpo Service,"
- 10/ **our website** – website of mBank Group available at: www.mbank.pl/en/news/sme-and-corporates/,
- 11/ **Agreement** – the SWIFTNET Korpo Agreement,
- 12/ **service** – the SWIFTNET Korpo service which:
 - a/ offers the Client access to funds deposited in their bank accounts, and
 - b/ makes it possible to place orders debiting these bank accounts with the use of the SWIFT network.The Client and the Bank are SWIFT participants and use the SWIFT network;
- 13/ **attorney-in-fact** – an individual acting on behalf of the Client, authorised to perform all activities associated with the performance of the Agreement, in particular to place payment orders as part of the SWIFTNET Korpo service,
- 14/ **SWIFT** – the Society for Worldwide Interbank Financial Telecommunication;
- 15/ **SWIFT network** – the communication network by means of which SWIFT participants exchange information;
- 16/ **order** – a financial settlement order placed by the Client with the Bank or another service ordered by the Client electronically by means of the SWIFTNET Korpo service. Orders placed by the Client include in particular: domestic transfers (in PLN or a foreign currency), international payments in PLN or a foreign currency (including the SEPA Credit Transfer), transfers of contributions to the Social Insurance Institution (ZUS transfers), transfers to the Tax Office (tax transfers), and mass domestic transfers (Mass Payment/Mass Payment Plus),
- 17/ **orders awaiting funds** – orders that we have not executed due to the lack of funds in the Client's bank account (at the same time we have not refused to execute those orders). Orders will be executed as soon as the Client credits the bank account with a sufficient amount. The cut-off times by which a given bank account should be credited with funds have been specified in the rules for payment order execution. The said rules are published in the branches or on our website. If the Client fails to credit the account with sufficient funds, we have the right to refuse to execute those orders in a given session or on a given date.

Chapter 2 Terms and Conditions for Provision of the SWIFTNET Korpo Service

Article 3

1. We make the SWIFTNET Korpo Service available to the Client that:
 - 1/ holds a current or auxiliary bank account with the Bank;
 - 2/ has concluded the Agreement with the Bank.
2. **The current or auxiliary bank accounts maintained as part of this service have been listed in Appendix No. 1 to the Agreement.**
3. In order to use the SWIFTNET Korpo service, the Client:
 - 1/ needs to have access to the SWIFT network,
 - 2/ should be a SWIFT network participant and have an active address, including:
 - a/ Business Identifier Code ("BIC"), and
 - b/ Distinguished Name ("DN").

4. The Client and the Bank make available to one another the SWIFT parameters and addresses specified in Appendix no. 2 to the Agreement.
5. The following provisions do not apply to the payment services provided under the Agreement:
 - 1/ Chapter II of the Payment Services Act of 19 August 2011 (except for Article 32a),
 - 2/ Articles 34, 35-37, 40 (3)-(4), 45, 46 (2)-(5), 47, 48, 51, and 144-146 of the Payment Services Act of 19 August 2011, or
 - 3/ whenever acceptable, any other legal provisions which amend or modify the provisions listed in Article 3 (1) or (2).
6. The Client and the Bank jointly confirm the correctness of order formats submitted to the Bank and message formats submitted to the Client by the Bank.

Chapter 3

Provision of the SWIFTNET Korpo Service

Article 4

1. Prior to conclusion of the Agreement the Client may join the tests in the Bank's SWIFT test environment.
2. For this purpose, the Client has to submit the Application for Activation of the SWIFTNET Korpo Service in the Test Environment of mBank S.A. to the Bank, signed in line with the Client's representation rules.
3. After conclusion of the Agreement, the Client:
 - 1/ may join the tests without the need to file the application referred to in Article 4 (2),
 - 2/ receives information that orders can be executed in the test and production environment, and then
 - 3/ may start using the SWIFTNET Korpo service.
4. If the Client intends to send MT101 messages to the Bank, the Bank and the Client need to apply relevant settings in the SWIFT Relationship Management Application (RMA) in the production environment and optionally in the test environment.

Chapter 4

Safety of the SWIFTNET Korpo Service

Article 5

1. We are not liable for:
 - 1/ loss and distortion of or delay in the execution of an order during the processing of the order through any wired or wireless device, and
 - 2/ consequences of the execution of an order submitted by the Client;
 - 3/ delay in the execution of an order due to force majeure (an extraordinary external event that cannot be foreseen or prevented);
 - 4/ any malfunction of the SWIFTNET Korpo service resulting from software modification by the Client, operation of malware or another security breach of the systems and computers on which the service has been activated by the Client.
2. The Client undertakes to secure themselves properly and not to grant unauthorised persons access to the SWIFTNET Korpo service as well as not to provide unauthorised persons with information that makes it possible to use this service.
3. The Client is responsible for the violation of the obligation referred to in Article 5 (2) (regardless of the degree of the Client's fault or a lack of fault on the Client's part).

Chapter 5

Order Execution

1. General Principles of Order Execution

Article 6

1. Orders can be placed on business and non-business days.
2. Within the meaning of the Payment Services Act, the time when the bank receives a payment order is considered:
 - 1/ the moment the bank receives a correct payment order from the Client,
 - 2/ a following business day for the Bank – if a payment order is placed past the cut-off time.
3. Domestic and international payment orders placed by the Client in the form of the messages listed in Appendix No. 3 to the Agreement will debit the Client's bank accounts.
4. The Client can place orders awaiting funds. The Client's orders await funds until the cut-off time for a given order type. If the Client fails to provide sufficient funds, the Bank may refuse to execute orders past the cut-off time.
5. Detailed information on the cut-off times and execution dates of payment orders as well as forms and principles applied at the Bank in the scope of cash settlements is provided:
 - 1/ in announcements displayed in the Bank's operating rooms, or
 - 2/ on our website: www.mbank.pl/en/news/sme-and-corporates/.

Article 7

1. The Client may cross-check a beneficiary's account against the whitelist provided to the Bank by the Ministry of Finance in the form of a flat file.
2. Orders submitted by the Client tagged as requiring a cross-check of the beneficiary's account against the whitelist will be executed by the Bank only if the beneficiary's account is found on the list.
3. If the Client wishes to execute an order that has been rejected by the Bank due to the fact that the beneficiary's account was not found on the whitelist, the Client must place the order again without the tag.
4. We are not liable for:
 - 1/ the fact that the beneficiary's account was not found on the whitelist,
 - 2/ rejecting an order due to the fact that the beneficiary's account was not found on the whitelist,
 - 3/ executing an order to an account missing from the whitelist, if the Client did not order the bank to cross-check this account against the whitelist.
5. The Client can cross-check beneficiaries against the whitelist using the SWIFTNET Korpo service after the service has been made available by the Bank.
6. We can deactivate the cross-check enabling the Client to check beneficiaries against the whitelist in circumstances where we find it impossible or difficult to provide the Client with this possibility. We are not liable for:
 - 1/ errors or invalid data in the list of VAT payers or in the file at the moment the Client checks the counterparty's account,
 - 2/ tax consequences that may arise from failure to observe relevant applicable laws, including tax law.

Article 8

1. Once we receive a message with the Client's payment order, we check the SWIFT addresses, i.e. BIC and DN and whether the message is in compliance with Appendix No. 3 to the Agreement. In particular, we check if the account indicated in the message is the current or auxiliary account listed in the List of Accounts (Appendix No. 1 to the Agreement).
2. We are unable to verify whether the payment orders placed on behalf of the Client are in fact placed by the persons listed in Appendix No. 5 to the Agreement, and hence we acknowledge that payment orders are placed on behalf of the Client by the persons listed in Appendix No. 5 to the Agreement.
3. The Client acknowledges and accepts the mode of operation of the service as described in Article 8 (2).

Article 9

1. We process the Client's payment orders in Polish zlotys or in foreign currencies listed in the Table of Exchange Rates of mBank S.A., by applying the foreign exchange rates defined in that Table.
2. If an order requires conversion, we settle the order by applying the exchange rate defined in our Table, applicable on the order execution date.
3. We can set out different rules for executing foreign currency orders in separate agreements with the Client.

Article 10

1. An order placed by the Client is, subject to Article 10 (2):
 - 1/ a binding and final instruction for the Bank to debit the Client's bank account and
 - 2/ an instruction to credit the bank account indicated in the order.
2. The Client's order may be cancelled by the Client only before its execution.
3. We are entitled to collect the fee for the cancellation of the order referred to in Article 10 (2). The amount of the fee is specified in the Tariff of Banking Fees and Commissions of mBank for SME and Corporates, Chapter I – Bank Accounts. The said document constitutes an integral part of the Agreement.

Article 11

1. We are authorised by the Client to debit their account with the amount of an order at the moment of the order execution.
2. We can set out different rules for debiting the Client's account in separate agreements with the Client.

Article 12

1. We confirm the execution of an order with:
 - 1/ bank account statement in accordance with the bank account agreement,
 - 2/ electronic SWIFT messages, provided that the Client checked this option in Appendix No. 3 to the Agreement.
2. Bank account statements contain information on executed orders, as well as effected settlements, and fees and commissions charged by the Bank.

Article 13

1. Any Client issuing an international payment order is obliged to comply with the regulations of the Foreign Exchange Law.
2. The Client issuing an international payment order assumes all obligations and consequences arising from application of the laws and customs in force abroad.
3. The Client issuing an international payment order involving the funds originating from a credit facility granted by the Bank should incorporate that piece of information in the wording of the payment order.

2. Detailed Principles of Executing Domestic Transfers in a Foreign Currency and International Payments

Article 14

1. We execute domestic transfers in a foreign currency and international payments involving the following cost sharing options:

Cost sharing options	Who incurs the cost?
SHA	commissions and fees are incurred by both the Client (the ordering party) and the beneficiary (the Client incurs fees and commissions of the Bank, and the beneficiary incurs all the other fees and commissions),
OUR	commissions and fees are covered by the Client (the ordering party) only,
BEN	commissions and fees are covered by the beneficiary only, i.e.: The Bank debits the Client's (ordering party's) account with the full amount of the order and decreases the amount of the transfer by the fees and commissions due to the Bank (which are paid by the beneficiary).

2. We apply the following order execution modes to domestic transfers in a foreign currency and international payments depending on the transaction currency and the Client's choice:

Order execution mode	An order is executed on the value date for the beneficiary's bank
STANDARD	D+2
URGENT	D+1
EXPRESS	D+0
	<i>D is the date on which the Client's payment order is executed. The digit is the number of days.</i>

3. Detailed information on the availability of order execution modes for domestic transfers in a foreign currency and international payments are specified in the applicable Tariff of Banking Fees and Commissions of mBank for SMEs and Corporates.
4. If the Client ordered a domestic transfer in a foreign currency or an international payment in breach of the Payment Services Act of 19 August 2011, we are authorised (by the Client) to change:
 - 1/ order execution mode from STANDARD to URGENT,
 - 2/ cost option – from BEN or OUR to SHA.
5. The Client authorises the Bank to determine the BIC of the beneficiary's bank on the basis of the beneficiary's IBAN if there are any discrepancies between the BIC of the beneficiary's bank provided by the Client and the beneficiary's IBAN in a SEPA Credit Transfer.

3. Detailed Principles of Executing Mass Payment or Mass Payment Plus

Article 15

1. Under the Agreement or a separate Client's instruction approved by the Bank, the Bank makes the Mass Payment or Mass Payment Plus product available to the Client.
2. Mass Payment enables the Client to execute domestic transfer orders, including transfers to a contribution account assigned by the Social Insurance Institution (ZUS), based solely on the Client's own instructions.
3. Mass Payment Plus enables the Client to execute domestic transfer orders, including transfers to a contribution account assigned by ZUS, as well as tax transfers, based on the Client's own instructions or a third party's instructions.
4. Using the SWIFTNET Korpo service, the Client may place Mass Payment or Mass Payment Plus orders, whereby within one order the Bank receives a file containing a specified number of partial orders for execution.
5. We may make the Mass Payment or the Mass Payment Plus product available to the Client if they hold an auxiliary bank account in PLN with the Bank (the "Mass Payment account").
6. Mass Payment or Mass Payment Plus orders may be placed solely from Mass Payment accounts indicated by the Client in the Agreement or in a separate instruction approved by the Bank.

7. The Bank executes Mass Payment and Mass Payment Plus orders denominated solely in PLN.
8. Mass Payment and Mass Payment Plus orders are executed up to the limit constituting the sum of the Mass Payment account balance and an overdraft granted under a separate agreement, if any.
9. The Mass Payment account is debited with the combined amount of partial orders included in the domestic Mass Payment Plus order accepted for execution by the Bank.
10. Partial orders comprising Mass Payment and Mass Payment Plus orders are executed on the Mass Payment execution date indicated by the Client, even if individual partial orders say that they should be executed on other business days.

Chapter 6 Limits in Order Execution

Article 16

1. We refuse to execute an order if it is not compliant with:
 - 1/ Agreement or Regulations,
 - 2/ another agreement made between the Bank and the Client, in particular an agreement whereby the Bank maintains a current or auxiliary bank account for the Client,
 - 3/ generally applicable laws.
2. We refuse to execute a domestic transfer in a foreign currency or an international payment if the Client placed it:
 - 1/ in the currency in which we do not provide any services,
 - 2/ in a transfer execution mode which the bank does not apply to the currency in which the order was placed, subject to Article 14 (4).
3. We may refuse to execute an order if:
 - 1/ the funds in the Client's bank account are not sufficient to execute the order and settle the fees or commissions due to the Bank;
 - 2/ transfer details do not include any description;
 - 3/ the order includes an incorrect NRB or IBAN (not meeting the standard set in the Regulation of the President of the National Bank of Poland (NBP) referred to in Article 2 (7)).
4. The Bank may suspend data exchange and payment order execution in the event of a failure of the Bank's computer or telecommunications system which renders provision of the service impossible, until such a failure is repaired. Suspension of the provision of services for the reason referred to above does not contravene the provisions of the Agreement.
5. We promptly notify the Client of our refusal to execute a payment order and of the reason for it.

Article 17

1. If we suspect that the Client placed an order as a result of fraud or abuse, we may suspend the execution of such an order or refuse to execute it under circumstances provided for in law. These and other preventive measures dictated by our efforts to ensure the security of electronic payments do not constitute a breach of the terms and conditions of the Agreement by the Bank.
2. We may temporarily suspend or reject a transaction connected with a high risk third country identified by the European Commission in the delegated act taken in accordance with Article 9 of Directive No. 2015/849 if, within the specified time limit, the Client does not provide us with additional, sufficient information and explanations regarding:
 - 1/ the Client and the beneficial owner;
 - 2/ the intended nature of the business relationship;
 - 3/ sources of wealth of the Client and the beneficial owner, and sources of assets available to the Client and the beneficial owner within business relationships or transactions;
 - 4/ information on the reasons for and circumstances surrounding the intended or executed transactions.

Chapter 7 Fees and Commissions

Article 18

1. For services stipulated in the Agreement we charge fees and commissions in line with the Tariff of Banking Fees and Commissions of mBank for SME and Corporates, Chapter I – Bank Accounts. The Tariff constitutes an integral part of the Agreement. The fees for service activation and maintenance and for other activities not included in the Tariff are specified in Appendix No. 4 to the Agreement.
2. The type and amount of fees and commissions may change. Changes in the types or amounts of fees and commissions depend, in particular, on operating costs incurred by the Bank. The said costs are affected by such market parameters as: inflation rate, exchange rates, and reference interest rates set by the National Bank of Poland.
3. The Bank collects fees for the execution of a Mass Payment and Mass Payment Plus specified in the Agreement or a separate client instruction approved by the Bank.

4. Amendments to Chapter I of the Tariff of Banking Fees and Commissions of mBank for SME and Corporates which specify changes in fees and commissions applicable as of the date of their entry into force are provided to the Client in the manner stated in the following regulations (depending on the type of a bank account agreement that we have concluded with the Client):
 - 1/ Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A., or
 - 2/ Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A.,
5. If within 14 days following the delivery of the amended Chapter I of the Tariff of Banking Fees and Commissions of mBank for SME and Corporates, presenting changes to the fees and commissions, the Client fails to submit a written declaration of refusal to approve the introduced amendments, the amendments are deemed accepted by the Client and binding on the Parties from the effective date of the amendments.
6. The Client's refusal to accept amendments in fees and commissions of mBank S.A. within the time limit referred to in Article 18 (4) is tantamount to the termination of the bank account agreement by the Client. In such a case, a one month's notice period is applied accordingly in line with Article 22 (4).

Article 19

We provide the Client with the updated Tariff of Banking Fees and Commissions of mBank for SMEs and Corporates and the information on the changes to the fees and commissions:

- 1/ in the bank's branches, or
- 2/ on our website: www.mbank.pl/aktualnosci/msp-korporacje.

Article 20

1. The Client authorises the Bank to debit their bank account with fees and commissions due to the Bank, including any costs of a foreign bank in the case of the execution of an international payment.
2. The Bank debits the Client's account with fees and commissions for an executed order at the time of its execution.
3. The fees for service activation and maintenance and for other activities not included in the Tariff are set out in Appendix No. 4 to the Agreement.
4. We can set out rules other than those stipulated in Article 20 (1) – (3) in separate agreements with the Client.

Article 21

The Client undertakes to keep the funds in the bank account at the time of its debiting with the amount of the fees and commissions due to the Bank, as a minimum, in the amount of those fees and commissions.

Chapter 8

Amending the Regulations and Agreement, and Terminating the Agreement

Article 22

1. We notify the Client of amendments to the Regulations introduced during the Agreement term:
 - 1/ by registered mail against confirmation of receipt to the Client's address last known to us, or
 - 2/ in person, against confirmation of receipt, along with the information on the effective date of the amendments.
2. We may also deliver the amended Regulations to the Client by way of publishing the amended text on our website. Information on the publication date of the amendments and their effective date is provided together with the amended Regulations. The day of delivering the amended Regulations to the Client is considered to be the eighth day from the date of publication of the amended Regulations on our website.
3. The Client is entitled to submit a written notice of termination of the Agreement within 14 days following the delivery of the amended Regulations.
4. The notice period is one month and commences from the date of submitting (delivering) the termination notice to the Bank.
5. If the Client does not hand in the notice of termination within 14 days from the date of the Bank's sending the information on the amended Regulations or handing in the amended Regulations to the Client against confirmation of receipt, the amendments take effect as of the effective date.

Article 23

1. We may terminate the Agreement in writing with a one-month notice period for substantial reasons. The above applies to the following, in particular:
 - 1/ Client has grossly contravened provisions of the Agreement, Regulations, generally applicable laws or of any other agreement they concluded with the Bank, in particular, a bank account agreement;
 - 2/ Client provided false information when they concluded the Agreement;
 - 3/ Client disclosed information about the operation of SWIFTNET Korpo, which may render the mechanisms which ensure security of orders ineffective;
 - 4/ user has attempted to breach system security,
 - 5/ we have withdrawn the SWIFTNET Korpo service from the offer.
2. Should we terminate the Agreement, we provide the Client with the reason for its termination.

3. The Client may terminate the Agreement in writing with a one-month notice period pursuant to Article 22 (4) for substantial reasons. A substantial reason may be amendments to the Agreement which the Client finds unacceptable.

Article 24

The Client is liable for all liabilities towards the Bank connected with the performance of the Agreement which arose when the Agreement was in force.

Article 25

Subject to Articles 18 and 19, amendments to the Agreement may only be made in writing, otherwise being null and void.

Chapter 9 Complaints

Article 26

1. The Client may file a complaint about the services provided by the bank under the Agreement:
 - 1/ in any mBank branch that provides customer service. The list of mBank's branches together with their addresses is published on the Bank's website,
 - 2/ in writing or orally (over the phone or when talking to our employee) and
 - 3/ electronically, in particular, via the mBank CompanyNet system.
2. A complaint should include:
 - 1/ detailed description of the incident raising reservations,
 - 2/ Client's expectations as to the manner of resolving the complaint,
 - 3/ the client's bank account number, name, statistical number (REGON), and
 - 4/ details of the person filing the complaint (name, surname, phone number and e-mail address).
3. We handle complaints as soon as possible. A complaint should be handled within 15 business days from the date of its receipt by the Bank. In particularly complicated cases, we may prolong the complaint handling process to a maximum of 35 business days. We will notify the Client of this fact. We will also notify the Client of the reason for prolonging the period of replying to the complaint and of the new date of providing the reply.
4. Having handled the complaint, we will notify the Client of the results. Replies to complaints are provided in writing or with the use of other durable media.
5. Should the complaint be rejected, the Client may request the Bank to review the complaint again. The Client files the request in writing within 14 days from the date of receipt of the reply to the complaint, providing the data referred to in Article 26 (2).
6. Regardless of the complaint handling process, the client has the right to assert claims against the Bank in accordance with generally applicable provisions of the law.
7. Our operation is supervised by the Polish Financial Supervision Authority.

Chapter 10 Final Provisions

Article 27

The Client undertakes to familiarise themselves with the information published on our website at least once a week.

Article 28

1. The Client is responsible for making a forthwith update of users' personal data.
2. Users update their personal data at the Bank's branch. An employee of the branch confirms their identity on the basis of an identity document.

Article 29

The Client cannot provide the Bank with illegal contents using the SWIFTNET Korpo service.

Article 30

1. We act as the controller of the personal data of the Client and the Client's representatives, including the users.
2. We process the personal data of the Client and the Client's representatives to conclude and perform the Agreement.
3. We process personal data of the Client and the Client's representatives, including the users, also:

- 1/ for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, for the purposes of creating, monitoring and changing internal methods as well as methods and models pertaining to prudential requirements, including operational risk, handling complaints, asserting claims, preventing frauds, performing obligations arising from the applicable law, in particular AML, FATCA, CRS, MiFID, and archiving,
- 2/ in order to provide the Client with marketing materials promoting the services and products of the Bank and subsidiaries of the Bank's Group. A list of the subsidiaries is available on the official website in the mBank Group tab.
4. We process personal data of the Client and the Client's representatives, including the users, for a period necessary to conclude and perform the Agreement, and then for a period of ten years from the termination date of the Agreement or for another period being the prescription period for potential claims. After that period we will anonymise the data.
5. The Client and the Client's representatives, including the users:
 - 3/ have the right of access to their data and to rectification of their data, as well as the right to data portability; and
 - 4/ may demand that the data be erased or that their processing be restricted, or may object to their processing.
6. The function of the Personal Data Officer is held by our employee who may be contacted at: Inspektordanychosobowych@mbank.pl.
7. A description of how we process personal data can be found in the GDPR Package available at www.mbank.pl/pdf/rodo/pakiet-rodo.pdf.
8. A complaint about how we process personal data can be filed with the President of the Personal Data Protection Office, who acts as the supervisory authority in terms of personal data protection.

Article 31

1. Execution of foreign transfers via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may result in the government of the United States of America having access to the personal data of the Client and the Client's representatives, including the users. The US authorities have undertaken to use the personal data only for the purpose of combating terrorism, respecting the guarantees provided for in the European system of personal data protection.
2. Data, including personal data, of the Client and the Client's representatives, including the users, may be disclosed to entities entrusted by the Bank with data processing for the purpose of the performance of agreements on rendering services for the benefit of the Bank.
3. We have the right to provide data on liabilities arising from the Agreement, including the Client's personal data, to:
 - 1/ Bankowy Rejestr (Banking Register System) – a database administered by the Polish Bank Association, operating pursuant to the Banking Law Act of 29 August 1997,
 - 2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau) operating pursuant to the Banking Law Act of 29 August 1997,
 - 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 liabilities to the Bank is at least PLN 500,
 - b/ the payment or payments are at least 30 days past due,
 - c/ at least one month has passed since we sent a payment request to the Client warning them of our intent to provide the data to the bureau.
4. The Client's data, including personal data, collected in BR and BIK may be disclosed 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 referred to in the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, within the scope and on the terms and conditions specified therein.

Article 32

Pursuant to Article 384 of the Civil Code and Article 109 of the Banking Law Act, the Regulations are binding.
