

# Regulations

## mBank S.A. Internet Customer Service System mBank CompanyNet

Warsaw, December 2017



[mBank.pl](http://mBank.pl)

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## CHAPTER 1

### General Provisions

#### § 1

1. These Regulations specifies the conditions for providing the Customer with access to the Internet electronic banking system – the mBank CompanyNet platform – and conditions for fulfilment of the Customer's orders under that system.
2. The condition for using the mBank CompanyNet system by the Customer is having access to a PC with MS Windows (7, 8, 8.1, 10), connected to the Internet, with one of the following web browsers (with an activated TLS):
  - 1/ Internet Explorer – version 9.0 or higher (note: in Modern UI mode, in Internet Explorer 10/11, Windows systems 8, 8.1 and 10, and in Microsoft Edge, certificates for electronic signatures referred to in Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, hereinafter referred to as Regulation No. 910/2014, will not be processed);
  - 2/ Edge, with the proviso that the certificates referred to in point 1 are not supported by this browser,
  - 3/ Firefox – current main stable version (or two earlier main versions),
  - 4/ Chrome – current main stable version (or two previous main versions, provided that the browser has an active plug-in enabling the use of certificates referred to in item 1).
3. A Customer authorised to use the mBank CompanyNet system may use it with a mobile device (a smartphone or a tablet) equipped with an operating system and Internet access, in line with the requirements published on the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/).

#### § 2

The terms used in the Regulations should be understood as follows:

- 1/ **IP address** – computer ID assigned by the supplier of the Internet services to the computer or a device used by the Customer to log into the electronic banking system,
- 2/ **alias** – a unique series of characters allocated to the mBank CompanyNet system user or controller, as defined by the Customer, based on which the identification in the mBank CompanyNet system is effected,
- 3/ **mobile application** – a software which makes it possible to access the mBank CompanyNet system through a mobile device. The Bank publishes detailed information concerning the mobile application on the mBank Group websites at the address <https://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/>,
- 4/ **Bank** – mBank S.A.,
- 5/ **certificate** – certificate for electronic signature referred to in Regulation No. 910/2014, in particular qualified certificate for electronic signature, referred to therein,
- 6/ **Contact Centre** – the Bank's telephone Customer service centre (phone number 801 273 274 (total cost of call – one impulse) or (22) 627 32 73 (fee for the call according to the operator's tariff)). The Bank reserves the right to change these telephone numbers, and such change shall not constitute a change of these Regulations,
- 7/ **electronic document** – the Customer's representation tied to the performance of banking activities, authorised by the user or users of the mBank CompanyNet system with the use of a token or electronic signature, in accordance with the authorization rules defined by the Customer in appendices, submitted in electronic form pursuant to Article 7 of the Act of 29 August 1997 – the Banking Law,
- 8/ **business day** – a day on which the Bank is open to Customers, i.e. any day from Monday to Friday, with the exception of official holidays or days previously announced in the Bank's communication as holidays,
- 9/ **non-business day** – a day other than a business day,
- 10/ **Contact Centre ID** – defined automatically by the Bank, a unique series of characters allocated to the mBank CompanyNet system user or mBank CompanyNet system controller, which enables the Bank their telephone identification,
- 11/ **IBAN ID** – the International Bank Account Number used for cross-border settlements specified in Order of the President of the NBP no. 7/2017 dated 20 February 2017 on the method of numbering banks and bank accounts,
- 12/ **NRB ID** – the Bank Account Number used for domestic settlements specified in the Order of the President of the NBP referred to in point 11,
- 13/ **permanent ID** – defined automatically by the Bank a unique series of characters allocated to the mBank CompanyNet system user or mBank CompanyNet system controller which is used for their identification under the mBank CompanyNet system,
- 14/ **commercial information** – any information used directly or indirectly to promote the Bank's services or image, excluding the information which enables the Bank's communication with the Customer and information on services which does not promote the commercial effect desired by the Bank,
- 15/ **Customer** – an individual engaged in business or professional activity in his/her own name; a legal person; an organizational unit without legal personality but with legal capacity that have signed a Bank Account Agreement with the Bank (for a current or auxiliary account),
- 16/ **Contact Centre PIN code** – a unique series of characters defined automatically by the Bank, allocated to the mBank CompanyNet system user or controller ID, which enables telephone authentication of the mBank CompanyNet system user and mBank CompanyNet controller by the Bank,
- 17/ **mBank CompanyNet system controller** – the natural person specified by the Customer in the Agreement, authorised to manage the mBank CompanyNet system users for and on behalf of the Customer,
- 18/ **branch** – an organisational unit of the Bank,
- 19/ **optional module or transaction platform** – additional and functionally separated part of the mBank CompanyNet system, being a product offered by the Bank or a function of the mBank CompanyNet system linked to such a product, extending the scope of the Bank's services ordered by the Customer electronically in the mBank CompanyNet system. In the mBank CompanyNet system the Customer may gain access to the following modules: Cash module, Cards module, Trade finance module, FX platform, Liquidity module, Business news module, Custody module, Developer Escrow Accounts module and Archive module,
- 20/ **Postal Operator** – an enterprise executing postal orders, in particular Poczta Polska S.A.,
- 21/ **person authorised to collect tokens** – the natural person specified by the Customer in the Agreement, authorised to collect tokens for and on behalf of the Customer,
- 22/ **electronic mail** – a service used to send text messages, provided by electronic means pursuant to the Act of 18 July 2002 on the performance of services by electronic means,
- 23/ **electronic signature** – electronic signature referred to in Regulation No. 910/2014, in particular qualified electronic signature, referred to therein,
- 24/ **mBank Group web portal** – a set of mBank Group websites on the Bank Internet server available online at the address [www.mbank.pl](http://www.mbank.pl),
- 25/ **Regulations** – Regulations mBank S.A. Internet Customer Service System mBank CompanyNet,
- 26/ **Parties to Agreement** – the Bank and the Customer,
- 27/ **the BRESOK system** – Electronic Customer Service System BRESOK of mBank S.A.,
- 28/ **the mBank CompanyNet system** – an Internet electronic banking system which consists of a set of IT equipment and software providing the processing and storage, as well as sending and receiving of data via teleinformation networks with the use of a terminal device appropriate for the given type of network, pursuant to the provisions of the Telecommunication Law,
- 29/ **token** – a cryptographic device being a standard token (ActiveIDentity), generating one-off passwords, making it possible to authenticate users or mBank CompanyNet system controllers and authorise orders submitted in the mBank CompanyNet system,

- 30/ **Agreement** – an agreement concluded between the Parties, under which the Bank provides the Customer access to the mBank CompanyNet electronic banking system, in particular: the „Agreement regarding the Use of mBank S.A. Internet Customer Service System mBank CompanyNet”,
- 31/ **mobile device unique ID** – IMEI number of the mobile device, or UDID in the case of Apple mobile devices,
- 32/ **mobile device** – a portable device (a smartphone or a tablet) with access to Internet and equipped with the operating system, in line with the requirements published on the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/),
- 33/ **Payment Services Act** – Act of 19 August 2011 on payment services,
- 34/ **mBank CompanyNet system user** – the natural person specified by the Customer in the Agreement, authorised to use the mBank CompanyNet system users for and on behalf of the Customer,
- 35/ **Application** – “Application for access to the notification service informing about refusal to execute orders submitted in the Internet electronic banking system”,
- 36/ **appendix** – configuration documents of the mBank CompanyNet system which are the basis to set up the rights of the Customers and users of the mBank CompanyNet system and constitute an integral part of the Agreement,
- 37/ **payment order** – an order submitted by the Customer to effect financial settlements through the agency of the Bank or another service ordered by the Customer electronically with the use of the mBank CompanyNet system, in particular domestic transfer order (in PLN or a foreign currency), including Express Elixir instant transfer (in PLN), Blue Cash instant transfer (in PLN) and transfer to a contribution account assigned by the Polish Social Security Institution (ZUS), foreign credit transfer in PLN or in a foreign currency (including SEPA and EuroEkspres transfer), credit transfer to the account of a tax authority (tax transfer); by using the tax transfer form also transfers to the account of a customs authority are executed, an order to execute a postal money order (postal order), an order to set up, change the terms of or cancel a term deposit, disbursement of a loan order, repayment of the loan order, an order for mass domestic transfer (Mass Payment or Mass Payment Plus), direct debit and Invoice payment order.

### § 3

All provisions of the Regulations referring to the mBank CompanyNet system users should be applied accordingly to the mBank CompanyNet system controllers.

### § 4

1. The Customer's orders referred to in § 2 point 37 are fulfilled by the Bank solely under the terms and in the scope set forth in these Regulations unless these Regulations provide that specific regulations shall apply, and specifically regulations referred to in provisions regarding the fulfilment of orders with the use of optional modules or transaction platforms.
2. The provision of modules or transaction platforms by the Bank, or commencement of execution of the Customer's orders by the Bank with the use of modules or transaction platforms may require the signing of an additional Agreement by the Parties, or the fulfilment by the Customer of other requirements specified in regulations referred to in paragraph 1.
3. In the case of conflict of provisions of these Regulations with any of the regulations referred to in paragraph 1, provisions of regulations referred to in paragraph 1 shall apply.
4. The contents of these Regulations are available at the Bank's branches and in electronic form through the mBank Group websites at the address [www.mbank.pl/informacje-dla-klienta/msp-korporacje/](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje/).
5. Should any provision of these Regulations be deemed invalid or unenforceable, the Parties shall use their best efforts in order to replace it with a valid and enforceable provision of the Agreement, whose nature would be as close as possible to the provision that had been deemed invalid or unenforceable.

## CHAPTER 2

### Principles of Providing the mBank CompanyNet system

#### § 5

In order to be provided with the mBank CompanyNet system, the Customer must sign the Agreement with the Bank and fulfil conditions set forth in these Regulations.

#### § 6

1. The Agreement is a framework agreement within the meaning of provisions of the Payment Services Act.
2. The following provisions shall not apply to any payments services provided under an Agreement: Chapter II of the Payment Services Act and Articles 34 - 37, sections 3 and 4 of Article 40, Article 45, sections 2 to 5 of Article 46, Article 47, Article 48, Article 51, and Articles 144 to 146 of the Payment Services Act or, if allowed, any other legal provisions that will amend or modify the above provisions.

#### § 7

1. To set the configuration parameters of the mBank CompanyNet system the Customer should sign and submit appendices to the Bank for the Bank's approval. The Bank grants its approval by entering the configuration parameters into the mBank CompanyNet system.
2. For the purpose of proper configuration of the mBank CompanyNet system parameters, the Customer is obliged to submit the mBank CompanyNet System Customer's Access Rights Card together with all required appendices, and specifically:
  - 1/ The mBank CompanyNet System User Card, for each mBank CompanyNet user. It is possible to simultaneously allocate identical rights to multiple mBank CompanyNet users on the basis of a single mBank CompanyNet System User Card,
  - 2/ Authorization Scheme Card,
  - 3/ Account Authorization Limit Cards in the case where the Customer wishes to define separate authorization limits for the individual accounts made available under the mBank CompanyNet system,
  - 4/ Identity Card together with information on personal data processing, or Identity Card for each user for whom the Customer allocated, on the basis of the mBank CompanyNet System User Card, rights to authorise orders or to use the FX platform,
  - 5/ Application for purchase/renewal of the certificate under the mBank CompanyNet system for users of mBank CompanyNet using the certificates service under mBank CompanyNet.
3. Appendices submitted by the Customer become an integral part of the Agreement upon their acceptance by the Bank.
4. The scope of authority allocated to the given mBank CompanyNet system user on the basis of submitted appendices is the sole responsibility of the Customer who granted that authority. The Bank shall not be responsible for any losses that may arise due to actions of mBank CompanyNet system user or mBank CompanyNet system controller, acting in line with the scope of their authority defined in the contents of the appendices.
5. If the access rights of the mBank CompanyNet system user defined in multiple appendices are different or contradictory, the document submitted with the latest date shall prevail. If the contradictory appendices have been submitted at the same date, the Bank refuses their acceptance and returns the cards to the Customer.
6. The Bank commences the implementation of the mBank CompanyNet system upon submission by the Customer of all documents listed in paragraph 2 and upon their acceptance by the Bank.
7. Appendices and other documents tied to banking activities may be submitted to the Bank as electronic documents, provided that the Parties have earlier agreed such manner for submission of documents. The agreement of the appropriate manner shall be understood as the Bank providing the relevant functionalities of the mBank CompanyNet system, enabling the Parties to fulfil requirements set forth in Article 7 of the Act dated 29 August 1997 – the Banking Law.

## § 8

1. The Customer is entitled to change the system's configuration parameters during the term of the Agreement.
2. Change of the system's configuration parameters during the term of the Agreement must be made in writing under the sanction of invalidity. The provisions of § 7 are applied accordingly.
3. During the term of the Agreement the Bank may change the specimens of documents referred to in § 7.
4. The Bank informs the Customer of any change to the current specimens of documents referred to in § 7.
5. After the Customer receives new specimens of documents, in order to change the mBank CompanyNet system configuration parameters the Customer is obliged to use solely the new specimens of documents.

## § 9

1. The Bank can provide the Customer with a notification service informing about refusal to execute orders submitted via the mBank CompanyNet system.
2. An essential requirement for the Customer to use the service referred to in paragraph 1 is, additionally, the Bank's acceptance of an application – filled out correctly and signed by the Customer – referred to in § 2 point 35.
3. Template Application in an electronic form is available on the website of mBank Group at [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje).

## § 10

Notifications of refusal to execute orders submitted via the mBank CompanyNet system are sent by the Bank at least every fifteen minutes, in the form of a summary information about all refused orders within those fifteen minutes (provided that the Bank refused to execute an order submitted by the Customer within the mBank CompanyNet system) depending on the content of the Application:

- 1/ to the fax number and in the language specified by the Customer in the Application or
- 2/ to the fax number and in the language specified by the controller of the mBank CompanyNet system.

## § 11

1. Notifications referred to in § 10 contain:
  - 1/information on the numbers of the Customer's bank accounts, which the Customer ordered to debit and the Bank refused to do so,
  - 2/information about the number of orders refused by the Bank,
  - 3/information allowing the Customer to identify orders refused by the Bank,
  - 4/reason for refusal to execute orders by the Bank.
2. The notifications contain no information allowing third parties to identify the Customer or the beneficiary of the orders on the basis of the content of those notifications.
3. The Bank charges fees in accordance with §§ 73-76 of the Regulation for using the service referred to in § 9 paragraph 1.

## § 12

1. During the term of the agreement the Customer may change configuration parameters of the notification service informing about refusal to execute orders.
2. To change the configuration parameters as described in paragraph 1, the Customer should correctly complete the Application referred to in § 2 point 35, sign it and submit it to the Bank for the Bank's approval. Upon approval by the Bank the Customer's application containing changes replaces the existing Application.
3. The Customer may cancel the notification service referred to in §§ 9-11 by submitting a service cancellation statement with the proviso that the Bank stops providing the services within one month following the day the statement was submitted by the Customer.

## § 13

1. The Customer may obtain access to the mBank CompanyNet system via a mobile device referred to in § 2 point 32 (mBank CompanyMobile service).
2. The Bank provides the Customer with access to the mBank CompanyMobile service unless the Customer resigns from the service by submitting the "Application for changing rights in the mBank CompanyNet system" available in the mBank CompanyNet system or submits a written statement on resigning from the mBank CompanyMobile service in the branch. The Customer may submit the written statement of resignation at any time, however, the authorisations are changed by the Bank in the mBank CompanyNet system no later than on the next business day following the day on which the Bank receives the Customer's statement. If the Customer resigned from the service, in order to reactivate it he/she needs to express intent to use the service by submitting the "Application for changing rights in the mBank CompanyNet system" available in the mBank CompanyNet system or submitting a written statement in the branch. The authorisations are changed by the Bank in the mBank CompanyNet system no later than on the next business day following the day on which the Bank receives the Customer's statement.
3. With the mobile device the Customer may access the full or simplified version of the mBank CompanyNet system (no possibility to authorise orders). Customers may obtain access to the simplified version of the mBank CompanyNet system by visiting [m.companynet.mbank.pl](http://m.companynet.mbank.pl) in the LITE version upon prior authentication with the use of the token.
4. The Customer who expresses an intent to use the mBank CompanyMobile service should download the mBank CompanyMobile application from an appropriate on-line shop (Google Play, AppStore, AppWorld, Windows Marketplace), activate it in line with the rules published on the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/). Logging in to the application may take place by means of a password generated by the token or a mobile password defined by the Customer (a series of digits with not less than six and not more than twelve digits enabling only passive work in the mBank CompanyMobile application without the possibility of authorising orders).
5. The Bank charges a fee for using the mBank CompanyMobile service in accordance with §§ 73-76 of the Regulations. The Bank charges the fee for using the mBank CompanyMobile service only if the Customer has at least one mobile device registered and activated in the mBank CompanyNet system.

## § 14

1. In terms of mBank CompanyNet system and the accounting and financial system of the Customer, he/she may gain access to mBank service - mBank CompanyConnect Partner Package - thanks to which the following operations are possible:
  - 1/ handling instructions,
  - 2/ downloading bank account statements from the Customer's bank accounts in the MT940 format,
  - 3/ downloading bank account statements from the Customer's bank accounts in the html format,
  - 4/ downloading currency exchange rates of mBank S.A. and the National Bank of Poland,
  - 5/ downloading reports on the turnover in the Customer's bank accounts,
  - 6/ collecting other reports specified and agreed between the Customer and the Bank.
2. In order to use mBank CompanyConnect Partner Package, the Customer has to sign an annex to the Agreement, with provisions providing for the type of rendered services referred to in paragraph 1, use mBank CompanyNet system with at least one certificate or token activated in the system, and have the following:
  - 1/ a computer connected to the Internet with hardware and software compatible with the financial and accounting system,
  - 2/ software of the financial and accounting system (the list of producers of software, systems and versions with the Bank's certificates, thanks to which mBank CompanyConnect Partner Package service may be used, is available at the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/) and,

- 3/ a module (package) thanks to which mBank CompanyConnect Partner Package service may be used, if the module has not been provided with the software of the financial and accounting system.
3. mBank CompanyConnect Partner Package service each time requires the use of a token or electronic signature verified by means of a valid certificate activated in mBank CompanyNet system (in order to connect with the Bank's system, a token or electronic signature has to be used).
4. The Customer who uses mBank CompanyConnect Partner Package is obliged to update:
  - 1/ mBank Company Connect Partner Package software in line with the Bank's recommendations published at the mBank Group websites at the address [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/) and
  - 2/ the financial and accounting system/ the Customer enterprise management system in line with requirements or recommendations of producers of the aforesaid systems.
5. The Customer is obliged to use mBank CompanyConnect Partner Package in the version no later than the previous version, with the provision that the Customer may use a software version released no later than 12 months ago in the case when the software is updated more than twice a year.
6. The Customer is obliged to secure mBank CompanyConnect Partner Package software and files sent to the Bank and downloaded from the Bank by a valid anti-virus, firewall and anti-spyware software etc., with due diligence and undertakes not to make the software available to unauthorised parties.
7. The Customer is obliged to familiarize himself/herself with the technical documentation and user manuals provided to him/her by the Bank as well as with the functionality of mBank CompanyConnect Partner Package.
8. To matters not regulated in the Rules, separate provisions on mBank CompanyConnect services offered by mBank S.A. apply.

## CHAPTER 3

### Identification of Users

#### § 15

1. The Bank assigns a permanent ID for each mBank CompanyNet system user and mBank CompanyNet system controller. The mBank CompanyNet system user and controller may specify an alias.
2. Under the mBank CompanyNet system, the Bank enables the Customer to obtain a Contact Centre ID and Contact Centre PIN for each system user and system controller.
3. The Bank delivers a requested number of PIN-protected tokens to the Customer.
4. Authorization of orders under the mBank CompanyNet system is performed with the use of tokens and electronic signatures.
5. Tokens shall be delivered to the person designated by the Customer, authorised to collect the tokens, in the manner agreed with the Customer.
6. Identification of users may be performed also in another manner, agreed by the Parties individually in the Agreement.

#### § 16

1. Upon receipt of the tokens the Customer shall check whether each token accepts the "0000" PIN code.
2. In the event that:
  - 1/ each token accepts the „0000” PIN code, the Customer should complete and sign the token receipt form provided with the tokens and submit it to the branch,
  - 2/ a token does not accept the „0000” PIN code, the Customer should immediately notify the Bank in order to replace the token.
3. The Customer shall set a new PIN code that differs from the "0000" PIN code in order to protect the token from unauthorised use.

## CHAPTER 4

### Security of the mBank CompanyNet system

#### § 17

1. The Bank identifies the Customer with a permanent ID, while his authentication is based on an access password or one-time token-generated password or a certificate. The Customer who uses the mBank CompanyNet system via a mobile device is additionally identified by the Bank by the unique ID of the mobile device.
2. An alias may be used instead of the permanent ID.
3. During a telephone conversation, the Bank identifies the Customer with the Contact Centre ID, while his authentication is based on the Contact Centre PIN.

#### § 18

1. The Customer undertakes to protect permanent IDs, aliases, access passwords, tokens, passwords for certificates, PIN codes, Contact Centre IDs and Contact Centre PIN codes, with the observance of due care, in particular against their disclosure to unauthorised persons.
2. The Customer undertakes to protect all the devices used by the Bank to execute electronic banking services, including mobile devices, with due diligence, in particular by means of the relevant software and he/she undertakes not to provide these devices to unauthorised persons.
3. In the scope of using mBank CompanyNet system the Customer undertakes to observe the rules of safe use of devices used to execute electronic banking services, in particular to observe the security rules presented by the Bank on the mBank Group website at [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/).
4. The Customer is liable for incorrect operation of the devices referred to in paragraph 2 in connection with the activity of malicious software installed in those devices.

#### § 19

1. The Customer is obliged to immediately notify the Bank of the loss, theft, appropriation or unauthorised use of a token or certificate. The Customer shall report the loss, theft appropriation or unauthorised use of a token or certificate by telephone, calling the Contact Centre or by electronic mail under the mBank CompanyNet or BRESOK systems.
2. After the notice mentioned in paragraph 1 is submitted, the Bank blocks access to the banking system with the token or certificate to which the notice refers.
3. The Bank has the right to block a token or certificate:
  - 1/ for justified reasons other than those indicated in paragraph 1, related to security of the mBank CompanyNet system,
  - 2/ due to the suspected unauthorised use of the mBank CompanyNet system or intentional causing an unauthorised payment transaction.
4. The Bank immediately notifies the Customer of the blocking of the token or certificate.

#### § 20

1. Subject to paragraphs 2-3, the Bank unblocks the token or delivers a new token to the Customer, on the basis of the Instruction to replacement/deliver new tokens, if the reasons for maintaining the blockade ceased to exist.
2. The notice mentioned in § 19 paragraph 1 should be immediately confirmed by the Customer in the form of a letter submitted in the branch.
3. Pursuant to the Customer's written confirmation of loss, theft, appropriation or unauthorised use of the token, the Bank issues a new token to the Customer.
4. In the case of notification of unblocking of a blocked token in the form other than in writing, the Customer shall confirm the notification in writing in a letter submitted in the Bank branch.

## § 21

1. The Customer is obliged to forthwith notify the Bank about a loss, theft, transfer of ownership or unauthorised use of the mobile device. The Customer reports the loss, theft, transfer of ownership or unauthorised use of the mobile device by calling the Contact Center or by personally deactivating the mobile device in the mBank CompanyNet system.
2. After the notification referred to in paragraph 1 has been submitted, the Bank blocks access to the Bank's transaction system via the reported mobile device.
3. The Bank has the right to block access to the mBank CompanyNet system via a mobile device:
  - 1/ due to justified reasons other than those referred to in paragraph 1, which are connected to the security of the mBank CompanyNet system,
  - 2/ in connection with a suspicion of unauthorised use of the mBank CompanyNet system or an intentional action leading to unauthorised payment transaction.
4. The Bank forthwith notifies the Customer that access to the mBank CompanyNet system via a mobile device was blocked.

## § 22

1. The Bank verifies the IP addresses by means of which the Customer connects with the Bank's system using in particular the lists including IP addresses which pose a potential threat to the Bank's or Customer's security, especially such IP addresses that are used for phishing, sending spam or for other purposes contrary to the law.
2. The Bank may block the IP address used by the Customer in the manner described in paragraph 1 about which the Bank informs the Customer if he/she may not connect with mBank CompanyNet system.
3. The IP address referred to in paragraph 2 is unblocked within a month falling after the date when it was blocked by the Bank, once the Customer has verified the blocked IP address, undertaken measures to eliminate the threat referred to in paragraph 1 and informed the Bank in writing that the problem was solved.

## § 23

1. In the event of a suspicion that the order has been placed as a result of fraud or abuse, the Bank has the right to suspend the execution of the order or refuse to execute the order. The execution of a suspended order is conditional on an additional order confirmation obtained by phone from the user of the mBank CompanyNet system entitled to authorise orders. Suspending the execution of an order until an additional order confirmation is obtained or refusal to execute and order, referred to in the previous sentence, is not a violation of the Agreement.
2. The Customer declares that the data of the mBank CompanyNet system users provided in the mBank CompanyNet system User Card and in the Identity Card together with information on personal data processing, including phone numbers and e-mail addresses, is valid. The Customer undertakes to update the mBank CompanyNet system User Card and the Identity Card together with information on personal data processing in the event of a change in any of the data items provided. The Bank takes no responsibility for damage caused by failure to update data of the mBank CompanyNet system users.

## § 24

1. The Customer undertakes to make himself familiar with the information on security rules referred to in paragraph 2 at least on a weekly basis.
2. The description of security rules and the Customer's obligations related thereto are presented by the Bank on the mBank Group website at [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/) and on the website for logging into mBank CompanyNet.
3. The Customer is liable for violation of provisions of §§ 18-23 and paragraph 1 hereof, in particular, the Customer is responsible for orders placed in relation with the violation of these provisions and in relation with the violation of security rules referred to in § 18 paragraph 3.

## CHAPTER 5

### Rules for Processing Orders Authorised with the Use of Electronic Signatures Verified by means of certificate

## § 25

1. The Bank makes it possible for the Customer to use electronic signature within the mBank CompanyNet system.
2. Electronic signature identifies the person placing the signature and is legally effective as specified in Regulation No. 910/2014.
3. In the case when the Customer uses electronic signature within the mBank CompanyNet system, the Bank identifies the Customer with a permanent ID, while his authentication is based on an electronic signature.
4. Electronic signature may be used by mBank CompanyNet system users at the Customer:
  - 1/ along with or instead of access password to the mBank CompanyNet system,
  - 2/ along with or instead of tokens.
5. The Customer may obtain the certificate directly from a trust service provider (within the meaning of Resolution No. 910/2014); the information on trust service providers is published on the website of mBank Group at [www.mbank.pl](http://www.mbank.pl):
  - 1/ directly or
  - 2/ via the agency of the Bank – by filing an "Application for purchase/renewal of a certificate in mBank CompanyNet".
6. The Bank forthwith activates the certificate, not later than on the next business day falling after the day on which the user registered the certificate in the mBank CompanyNet system, subject to sentence 2. The Bank has the right to refuse activation of the certificate which is not a qualified certificate for electronic signature within the meaning of Regulation No. 910/2014, without stating the reasons.
7. The certificate may be purchased or renewed with the agency of the Bank on the basis of the "Application for purchase/renewal of a certificate in mBank CompanyNet" submitted by the Customer, provided that the data entered therein are correct.
8. The Customer undertakes not to register in the mBank CompanyNet system the certificates used for verification of electronic signatures, which include:
  - 1/ exclusively alias of the person placing an electronic signature (without specifying name and surname of this person), or
  - 2/ a limitation on the validity of the certificate, excluding its use under the Agreement.
9. Under the Agreement the Bank accepts the highest transaction limit as specified in the content of the certificate.
10. The Customer undertakes to present at the Bank, whenever requested, the certification policy under which the certificate used by the Customer was issued and the agreement on providing trust services concluded between the Customer and the trust service provider.
11. The Customer undertakes to secure:
  - 1/ data used to create electronic signature, and
  - 2/ devices for electronic signature creation, being at his sole disposal, against unauthorised access.
12. The Customer is responsible for a breach of the provisions of paragraph 9 and paragraph 12, in particular the Customer will be charged with the transactions executed under payment orders placed in connection with a breach of these provisions.
13. Orders placed with the use of electronic signature which has not been positively verified with a valid certificate are not executed by the Bank.
14. Under no circumstances does the Bank execute orders:
  - 1/ in the period during which the certificate used for verification of electronic signature is suspended (also once suspension of the certificate has been revoked),
  - 2/ after revocation of the certificate.
15. The Bank executes orders submitted by means of electronic signature immediately after one hour from the receipt of the orders by the Bank, unless they were time stamped (within the meaning of Resolution no. 910/2014) at the time of creating electronic signature, then the Bank executes the orders forthwith, however, not earlier than after one hour from the time of performing the time stamping service by a trust service provider.

16. In the case of orders placed with the use of electronic signature, the execution deadlines subject to the provisions of paragraph 16 apply, unless the Agreement provides for different execution deadlines.
17. The Bank does not bear responsibility for the operation of devices for electronic signature creation (within the meaning of Resolution No. 910/2014) that are at the sole disposal of the Customer.
18. The Customer acknowledges and accepts the fact that:
  - 1/ a trust service provider is the sole competent authority in all matters related to the operation of electronic signatures and the revocation or suspension of certificates obtained by the Customer from a trust service provider (within the meaning of Resolution No. 910/2014); the Bank does not accept notifications reported by the Customer in this respect;
  - 2/ the Bank is not the competent authority in matters related to the operation of devices for electronic signature creation and the operation of devices for electronic signature verification (within the meaning of Resolution No. 910/2014) and does not accept notifications related to incorrect operation of those devices reported by the Customer.
19. The Bank states that in the scope of executing orders authorised by electronic signatures it is liable exclusively for correct operation of the mBank CompanyNet software and accepts notifications concerning the aforesaid via Contact Center.

## CHAPTER 6

### Access to Bank Information and Electronic Documents

#### § 26

1. Through the mBank CompanyNet system the Bank provides the Customer with the following information on the balance as at a given date and time and turnover in the Customer's bank accounts.
2. Through the mBank CompanyNet system the Bank provides the Customer with the following:
  - 1/ information concerning the account balance as at a given day and time,
  - 2/ information concerning turnover on the Customer's bank account, available within 2 years from the date of booking the transaction,
  - 3/ information concerning orders booked and rejected, available within 1 year from the date of executing or rejecting the transaction.
3. The Bank makes the Archive module available upon request of the Customer (optional module). Applying for access is possible at any time. The access is granted on the next business day following the day the Customer applied for the service with the use of the "Application for changing rights in the mBank CompanyNet system" available in the mBank CompanyNet system, or following the day when the Bank receives a written declaration from the Customer. The Customer may resign from the service any time and the deactivation of the service takes place the next business day after which the Customer's declaration was received by the Bank. If the Customer resigns from the service, he/she needs to inform about the intent to use the service again by means of "Application for a change of mBank CompanyNet system authorisations" available in the system or place a written declaration at the Branch. The service is activated again on the business day following the date on which the Bank received the declaration.
4. Information concerning turnover on bank accounts of the Customer is made available in the Archive module after 2 years from booking them.
5. Information concerning turnover on the Customer's bank accounts, stored in the Archive module, are deleted after 6 years from booking them on the Customer's account.
6. Under the Archive module, the Customer has the possibility to define independently or in cooperation with the Bank a shorter term after which information made available through the mBank CompanyNet system specified in section 1 items 2 and 3 is transferred to the Archive module, provided that the information concerning instructions that have already been booked or rejected is deleted from the Archive after one year from the date of their execution or rejection.
7. The Bank charges a fee for using the Archive module pursuant to §§ 73-76 of the Regulations. Archiving the first turnover or archiving the first orders forms the basis for charging the fee for using the module.
8. Through the mBank CompanyNet system the Bank may also provide the Customer with other bank information, in particular in the form of reports, or in the case of a Customer being a party to the Agreement, information in the Liquidity module (optional module).
9. The Liquidity module provides the Customer with access to information on his liquidity, in particular on:
  - 1/ accounting and forecast balance,
  - 2/ total amount of orders submitted in the mBank CompanyNet system as at a given day, divided by order types,
  - 3/ other accounting events affecting the forecast balance, including data on deposits and loans,
  - 4/ events forecast by the Customer.
10. Documents containing the bank information referred to in paragraph 1 and paragraph 8 do not substitute bank documents, unless their contents provide otherwise.
11. The bank information, referred to in paragraph 8, in particular in the form of reports, is provided to the Customer for a limited period of time specified for a given report. Failure to download the report by the Customer during the time of its availability in the mBank CompanyNet system may result in additional fees for making these data available by the Bank again, in line with the applicable "Tariff of banking fees and commissions of mBank for SME and Corporates".
12. The forecast balance referred to in paragraph 9 point 1, calculated based on the posted items, items to be executed in the future and items resulting from the Customer's forecasts, is to be used solely for analytical purposes.
13. In the mBank CompanyNet system the Customer may use the Business news module (optional module), subject to paragraph 14.
14. The Bank provides the Customer with the Business News module, unless the Customer resigns from the service by means of "Application for a change of mBank CompanyNet system authorisations" or places at the Branch a written declaration about resignation from the Business News module. The Customer may resign from the service any time and the deactivation of the service takes place the next business day after which the Customer's declaration was received by the Bank. If the Customer resigns from the service, he/she needs to inform about the intent to use the service again by means of "Application for a change of mBank CompanyNet system authorisations" available in the system or place a written declaration at the Branch. The service is activated again on the business day following the date on which the Bank received the declaration.
15. The Business news module provides access to information other than the bank information indicated in paragraphs 1 and 8, in particular the latest domestic and world news. Notifications on the availability of new information in the Business news module may be sent by the Bank, upon prior consent of the Customer, to the email address indicated by the Customer on [news.companynet.mbank.pl/mib/hn](mailto:news.companynet.mbank.pl/mib/hn), upon prior authorisation performed by the Customer.
16. Information marked as "PAP" published on [news.companynet.mbank.pl/mib/hn](http://news.companynet.mbank.pl/mib/hn), constitutes a part of the PAP Service, which is a database produced by Polska Agencja Prasowa Spółka Akcyjna (Polish Press Agency), with its registered office in Warszawa, subject to protection under the Act of 4 February 1994 on Copyright and Related Rights and the Act of 27 July 2001 on Database Protection. The above information is used by the Bank under a respective licence agreement. The users of [news.companynet.mbank.pl/mib/hn](http://news.companynet.mbank.pl/mib/hn), are prohibited from using the information in any way whatsoever, save for the exceptions provided for in law, in particular the permissible personal use.
17. The provisions of paragraph 16 apply accordingly to the information available in the Business news module supplied by other providers.
18. The Customer may log in to the Internet System for Managing the Factoring Agreement - Client Manager (Internetowy System Zarządzania Umową Faktoringu - Client Manager), which belongs to mFaktoring S.A., from mBank CompanyNet system. The principles of using the Internet System for Managing the Factoring Agreement - Client Manager are laid down in the agreement concluded between the Customer and mFaktoring S.A. Logging out of the Internet System for Managing the Factoring Agreement - Client Manager will not result in being automatically logged out of mBank CompanyNet system.
19. The Customer is exclusively liable for the method and results of using the information made available by the Bank.
20. In respect of using the Business news module the Bank charges fees in accordance with §§ 73-76 of the Regulations, with a reservation that the fees for using the Business news module are not charged during the three months following the day on which this module is made available to a given Customer for the first time.



## § 27

The Customer makes the commitment to the Bank to read the banking information referred to in § 26 at least once a week.

## § 28

1. The Bank shall make the electronic documents available to the Customer through the mBank CompanyNet system.
2. The nature and function of a given document arises from its content.

## CHAPTER 7

### General Principles of Fulfilment of Orders

## § 29

1. Payment orders placed by the Customer with the Bank are authorised by means of one-off passwords generated by the token, or by means of the electronic signature.
2. The Bank fulfils only those payment orders which are properly authorised by users of the mBank CompanyNet system whom the Customer allocated rights to authorization on the basis of the mBank CompanyNet System User Card, the Identity Card together with information on personal data processing or the Identity Card, and the Authorization Scheme Card.

## § 30

1. Payment orders may be submitted by the Customer both on business days and on non-business days.
2. A payment order shall be deemed received by the Bank upon receiving by the Bank a payment order that is correctly filled in, provided, however, that if the Bank has received a payment order on a non-business day, it shall be deemed received by the Bank on the first business day thereafter.
3. If the Bank receives a payment order referred to in paragraph 1 after the cut-off time specified by the Bank pursuant to paragraph 4, it shall be deemed received by the Bank, within the meaning of the Payment Services Act, on the next business day for the Bank.
4. Detailed information concerning cut-off times and order execution deadlines, as well as forms and methods applied by the Bank to cash settlements, are published through the presentation of information in the Bank's operating rooms or on pages of the mBank Group websites at the address [www.mbank.pl/informacje-dla-klidenta/m-sp-korporacje/](http://www.mbank.pl/informacje-dla-klidenta/m-sp-korporacje/).

## § 31

1. Subject to provisions of § 30, the Customer may submit payment orders with a future fulfilment date.
2. If the order execution date mentioned in paragraph 1 falls on a non-business day, it is assumed that the Bank received the payment order on the first business day following the non-business day.

## § 32

1. The Bank carries out payment orders of the Customer denominated in the zloty or in a foreign currency included in the mBank S.A. Exchange Rates.
2. In the case when it is necessary to convert the order amount, the Bank effects the transaction using the exchange rate of the currency referred to in paragraph 1, applicable at the Bank at the time when the payment order is carried out.
3. If a need arises to convert the amount of the order - between accounts maintained within the Bank or in the case of a domestic transfer from an account with the Bank - the minimum amount of a single order should be at least 100 Japanese yens (JPY) or 100 Hungarian forints (HUF) or one monetary unit for other currencies, e.g. 1 zloty (PLN), or 1 euro (EUR).
4. The principles set forth in paragraphs 1-3 apply unless the provisions of separate agreements entered into between the Customer and the Bank provide otherwise.

## § 33

1. A payment order submitted by the Customer is for the Bank, subject to provision of paragraph 2, a final and binding on the Customer order to charge the Customer's bank account maintained by the Bank and, with a reservation of the order to execute a postal order, an order to credit the bank account specified in the content of the instruction.
2. Orders placed by the customer with the tag "Awaiting funds" will be executed by the Bank according to the client's instruction upon funds being present in his account.
3. The maximum waiting time for funds of the order placed by the client is up to 9 business days.
4. Waiting time for funds for orders to open a deposit is limited by the cut-off time for accepting these orders for execution so that the Bank may execute them on the same day.
5. The customer has the right to change the waiting time for funds. This change is effective upon introducing it for all orders which have not been processed by the Bank. The Customer may cancel the submitted payment order up to the day preceding the order fulfilment date inclusive.
6. The Customer may cancel the submitted payment order up to the day preceding the order fulfilment date inclusive.
7. The customer has the right to withdraw the order awaiting funds not later than by the moment when funds which enable the execution of the properly placed order are present in the customer's account.
8. The Bank has the right to collect a fee for cancelling an order, referred to in paragraph 6. In the case where a fee is collected, its amount is specified in the "Tariff of banking fees and commissions of mBank for SME and Corporates" — Section I – Bank Accounts, constituting an integral part of the Agreement.

## § 34

1. The Customer authorises the Bank to debit his bank account by the amount of payment order fulfilled.
2. The Bank shall debit the Customer's account when the order is fulfilled unless otherwise provided for by the provisions of agreements signed by the Customer and the Bank.
3. At the time when the account is debited with the order amount, the Customer is obliged to have funds deposited on his bank account totalling the order amount increased by fees and commissions due to the Bank.

## § 35

1. The Bank confirms fulfilment of orders with bank statements, pursuant to provisions of the "Current and Auxiliary Account Agreement".
2. The documents referred to in paragraph 1 contain in particular information on fulfilled orders, settlements related to these orders, and on fees and commissions charged by the Bank.
3. Under the mBank CompanyNet system the Bank immediately after execution of payment order provides the Customer with an electronic confirmation of its fulfilment.
4. The Customer may also submit instructions other than orders referred to in § 2 paragraph 37 (e.g. instruction to issue the confirmation of a bank transfer, complaint, etc.) by e-mail. Instructions are available in the mBank CompanyNet system for maximum 180 days from the date on which the Bank accepted the execution of an instruction.

### § 36

The Bank shall not be liable for the loss, distortion or delay in the fulfilment of an order arising for reasons beyond the Bank's control during transmission of the order by means of any fixed line or wireless communication devices or for the effect of fulfilment of the Customer's order.

### § 37

The Bank's liability does not cover damages caused by circumstances beyond the Bank's control, in particular, force majeure or actions of public authorities.

### § 38

1. Provisions of §§ 29-30 and § 32 paragraph 1 do not refer to direct debit Invoice payment order, whose fulfilment rules are set forth in a separate agreement, or payment orders fulfilled under optional modules and transaction platforms, for which the order fulfilment rules are set forth in separate regulations and agreements referred to in the contents of these Regulations.
2. The provisions of §§ 33-35 do not apply to loan disbursement orders which - in the scope not governed by the Agreement - are executed in accordance with a separate credit agreement.

### § 39

Detailed conditions for fulfilment of orders, change of terms and cancellation of term deposits are contained in the „Regulations on PLN and FX Term Deposits for Institutional Clients”.

## CHAPTER 8

### Special rules for executing Expres Elixir instant PLN transfers

#### § 40

An Expres Elixir transfer is a domestic transfer executed in zloty from the Customer's bank account maintained in zloty to the beneficiary who has a bank account maintained by another entity which is the participant of the Expres Elixir system (a system maintained by the Polish Clearing Chamber (Krajowa Izba Rozliczeniowa S.A.). Expres Elixir transfers cannot be made to bank accounts at mBank S.A.

#### § 41

Expres Elixir transfer order results in execution of this transfer immediately upon authorisation of Expres Elixir transfer - provided that both the Bank and the entity which maintains account of the beneficiary of Expres Elixir transfer are available at the same time.

#### § 42

The Bank makes the following available under the domestic transfer order forms in the mBank CompanyNet system:

- 1/ information concerning hours of the Bank's accessibility in the Expres Elixir system,
- 2/ current list of domestic banks which are participants of the Expres Elixir system,
- 3/ information concerning hours of accessibility of banks mentioned in point 2 in the Expres Elixir system.

#### § 43

The amount of a single Expres Elixir transfer may not exceed the amount stated for the Customer's information on the pages of the mBank Group websites at the address [www.mbank.pl/informacje-dla-klienta/msp-korporacje/](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje/) or through the publication of information in the Bank's operating rooms.

#### § 44

From the moment of authorisation of the order until the Customer's bank account is debited, the Bank blocks – in the Customer's account – cash in the amount of the Expres Elixir transfer plus the amount of fee collected for the execution of the transfer in accordance with the existing “Tariff of banking fees and commissions of mBank for SME and Corporates”.

#### § 45

The Customer may call off an Expres Elixir transfer authorised outside the simultaneous accessibility of mBank S.A. (bank of the entity issuing the order) and the beneficiary's bank in the Expres Elixir system – until the moment of its execution.

## CHAPTER 9

### Specific rules for executing Blue Cash instant PLN transfers

#### § 46

Blue Cash instant PLN transfer is a domestic PLN transfer from the Customer's bank account in PLN to the beneficiary's account operated by other entity being participant in the Blue Cash Payment System (maintained by Blue Media S.A.). Blue Cash transfers cannot be made to bank accounts at mBank S.A.

#### § 47

§§ 41-45 apply to Blue Cash instant transfers in PLN, however, each time references are made therein:

- 1/ to Express Elixir instant transfers in PLN, they should be deemed as Blue Cash instant transfers in PLN,
- 2/ to Express Elixir system, it should be deemed as Blue Cash Payment System.

## CHAPTER 10

### Special Principles of Executing Foreign Transfers

#### § 48

The Bank executes foreign transfers with the following cost division options:

- 1/ SHA – fees and commissions are divided respectively between the Customer (ordering party) and beneficiary (the Customer incurs the Bank's fees and commissions, and the beneficiary, all other fees and commissions),
- 2/ OUR – fees and commissions are covered exclusively by the Customer (ordering party),
- 3/ BEN – fees and commissions are covered exclusively by the beneficiary (the Bank debits the Customer's (ordering party's) bank account indicated in the contents of the foreign transfer order with the full amount of the order and decreases the amount of the foreign transfer by the fees and commissions due to the Bank, which are covered by the beneficiary.

#### § 49

1. Depending on the currency of the transaction and the Customer's selection, the Bank executes foreign transfers using the following procedures:
  - 1/ STANDARD – order execution procedure on the value date for the beneficiary's bank D+2, where D means the date of execution of the Customer's payment order by the Bank,
  - 2/ URGENT – order execution procedure on the value date for the beneficiary's bank D+1, where D means the date of execution of the Customer's payment order by the Bank,
  - 3/ EXPRESS – order execution procedure on the value date for the beneficiary's bank D, where D means the date of execution of the Customer's payment order by the Bank.
2. Detailed information about the availability of foreign transfer execution procedures depending on the currency of the order may be found in the current „Tariff of banking fees and commissions of mBank for SME and Corporates”.

#### § 50

1. The Customer authorises the Bank to modify foreign transfers (excluding transfers delivered to the mBank CompanyNet system in files signed by the certificate supported by the Bank) as regards the correct determination of the order execution procedure (change of the STANDARD procedure to URGENT) and selection of the cost option (change of the BEN option to SHA) in order to ensure the compliance of the order with provisions of the Payment Services Act – provided that the foreign transfer originally submitted by the Customer is not compliant with those provisions.
2. The Customer authorises the Bank to set the BIC code of the beneficiary's bank on the basis of the IBAN account of the beneficiary given by the Customer, in the case of discrepancies between the BIC of the beneficiary's bank and the IBAN account of the beneficiary given by the Customer in SEPA transfer.

### CHAPTER 11

#### Specific Principles of Fulfilment of Postal Order Payment Order

#### § 51

The Customer, through the mBank CompanyNet system, may submit an execution order for – within the territory of the Republic of Poland:

- 1/ a (regular) postal order, delivered to the recipient's address, as indicated, as per applicable regulations in that respect,
- 2/ a Poste Restante postal order which is issued to the addressee exclusively at the Postal Operator's paying post office specified by the Customer. Poste Restante postal orders must contain the forename and surname or the full name of the postal order addressee, and be correctly marked (“Poste Restante”), together with the postal number of the Postal Operator's paying post office to which the addressee is to report for the collection of the postal order.

#### § 52

1. Postal Operator will process data of addressees of the postal order provided by the Customer.
2. The Postal Operator acting on the basis of the Postal Law Act dated 23 November 2012 is obliged to keep postal secret, i.e. render the service in a manner which ensures data secrecy of the entities using the postal services and data concerning the scope of services rendered, unless the obligation to disclose such information stipulates from the a decision of the court, a public administration authority, or is connected with performing a legal obligation arising from a different basis.

#### § 53

1. Confirmation of the postal order fulfilment, subject to provisions of § 31 of these Regulations, are sent to the Customer upon receipt of the “Acknowledgement of receipt” slip of the postal order from the Postal Operator, signed by the recipient of the postal order, or return document. Return confirmations “Acknowledgement of receipt” of the sent postal orders are made available to the Customer by the Bank in a return report, whose structure is presented at the mBank Group websites at the address: <https://www.mbank.pl/msp-korporacje/obsługa-biezaca/przelewy-przekazy/przekaz-pocztowy/> or <https://www.mbank.pl/pomoc/info/msp-korporacje/struktury-plikow-wymiany-danych.html> under the file name „Struktura\_raportu\_przekazu\_pocztowego” (Postal\_order\_report\_structure).
2. The Bank does not provide the Customer with actual paper documents of on acknowledgement of receipt in a paper form. These documents are stored at the Bank under separate regulations.
3. The Bank may forward electronic images of acknowledgement of receipt to the Customer upon receiving an “Instruction of granting the rights to use the Bank's/Postal Operator's website <https://pliki.mbank-co.pl/upload/> and displays of confirmation of receipt or return documents under postal orders” filed and signed by the Customer, and provided that the Customer agrees to incurring costs connected with making this service available.
4. Electronic images of the recorded delivery documents are made available at the Postal Operator's website <https://pliki.mbank-co.pl/upload/> following the approval and signing of the instruction referred to in paragraph 3.
5. The Customer may request the Bank to make available the original acknowledgement of receipt documents of the postal order. At the Customer's request, within 14 business days from receiving it, the Bank will deliver the original confirmation of receipt of the postal order at the address indicated by the Customer.
6. Additional fee is required for the services referred to in paragraphs 3-5. Rates of fees are consistent with the “Tariff of Banking Fees and Commissions of mBank for SMEs and Corporates” applicable at the Bank or the Instruction to grant authorisations to use the <https://pliki.mbank-co.pl/upload/> website and images of documents confirming the receipt within a postal order.

#### § 54

In the case when the postal order is returned, the Customer shall receive a refund of the entire amount of the postal order sent to the bank account from which the postal order was sent.

#### § 55

The Bank charges the Customer with a postal fee for returning the postal order in accordance with a price list available on the mBank Group website at the address: <https://www.mbank.pl/msp-korporacje/obsługa-biezaca/przelewy-przekazy/przekaz-pocztowy/> and transfers it to the Postal Operator.

### CHAPTER 12

#### Specific Principles of Executing loan disbursement Orders

#### § 56

1. In the mBank CompanyNet system the Customer may submit an order to disburse a loan which can be viewed by the Customer in the system.
2. The order referred to in paragraph is executed by the Bank, subject to § 57, by means of:
  - 1/ crediting the loan amount to the Customer's bank account which can be viewed in the mBank CompanyNet system, or
  - 2/ executing a domestic credit transfer or a foreign credit transfer using the loan amount in accordance with the provisions hereof.
3. In order to execute the domestic credit transfer or the foreign credit transfer referred to in paragraph 2 point 2, the Bank may partially use the Customer's own funds deposited in the Customer's bank account which can be viewed in the mBank CompanyNet system.

## § 57

The Bank decides to execute the loan disbursement order, provided that the Customer meets the following conditions:

- 1/ the Customer has submitted a correctly drafted and authorised loan payment order and, if the credit agreement provides for it, the Customer has submitted, to the Bank, documents relating to this order in the form specified in the credit agreement under which the order has been submitted,
- 2/ positive result of the formal and content-related verification of the correctness and completeness of the submitted loan disbursement order and the documents referred to in point 1.

## § 58

The Bank confirms the execution of the loan disbursement order in the form of a domestic or foreign credit transfer by providing the Customer with electronic confirmation of the execution of the loan disbursement order in the mBank CompanyNet system.

## CHAPTER 13

### Special Principles of Executing loan repayment Orders

## § 59

1. Using the mBank CompanyNet system, the Customer may submit an order to repay a loan (for a loan the Customer may view in this system) before the time limit provided for in the loan repayment schedule included in the loan agreement.
2. The loan repayment order referred to in paragraph 1 will be accepted by the bank on the day indicated by the Customer, provided that:
  - 1/ the Customer, according to the content of the loan agreement concluded between the Customer and the Bank, is entitled to make an early loan repayment before the time limit provided for in the loan repayment schedule included in the loan agreement,
  - 2/ the date of loan repayment indicated by the Customer falls before the time limit provided for in the loan repayment schedule included in the loan agreement,
  - 3/ funds on the account, from which – as stated in the agreement – the repayment is to be made, are sufficient to cover the repayment and due principal, interest and fees resulting from the loan agreement.

## § 60

1. In the case when the Bank states that the terms for accepting the loan repayment order, referred to in § 59 paragraph 2, have not been met, the Bank refuses to accept the loan repayment order on the date indicated by the Customer in this order.
2. The Bank informs the Customer about the refusal to execute the order making the updated status of the order available in the mBank CompanyNet system.

## § 61

The Bank confirms the execution of the loan repayment order making an electronic confirmation of it available to the Customer within the mBank CompanyNet system.

## § 62

The Bank charges a fee for an early loan repayment according to the content of the loan agreement concluded between the Customer and the Bank.

## CHAPTER 14

### Special Rules of Payment Orders Processing for Mass Payment and Mass Payment Plus

## § 63

1. On the basis of the Agreement or a separate Customer instruction, approved by the Bank, the Bank provides to the Customer the product Mass Payment or Mass Payment Plus.
2. The Mass Payment enables the Customer to execute domestic transfer orders, including transfers to a contribution account assigned by the Polish Social Security Institution, based solely on the Customer's own instructions.
3. The Mass Payment Plus enables the Customer to execute domestic transfer orders, including transfers to a contribution account assigned by the Polish Social Security Institution, as well as tax transfers, based on the Customer's own instructions or a third party's instruction.
4. The Customer, by means of the mBank CompanyNet system, may place payment orders for Mass Payment or Mass Payment Plus in which within one order the Bank receives to execution a file containing specified number of fragmentary orders.
5. Mass Payment or the Mass Payment Plus products are made available to the Customer on condition that the Customer holds with the Bank an auxiliary bank account ("Mass Payment account") maintained in PLN.
6. Orders within the Mass Payment or Mass Payment Plus products may be placed solely from Mass Payment accounts indicated by the Customer in the Agreement or in a separate Customer instruction accepted 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 possibly granted under separate agreement.
9. The Mass Payment account is debited with the combined amount of fragmentary orders included in the Mass Payment Plus orders, accepted for execution by the Bank.
10. Fragmentary orders comprising the Mass Payment and Mass Payment Plus orders are executed on the execution date of Mass Payment indicated by the Customer, even if the text of the individual fragmentary orders shows that they should be executed on other business day.

## CHAPTER 15

### Specific Principles of Fulfilment of Orders under the Trade finance module

## § 64

1. The Customer being a Party to the Agreement may within mBank CompanyNet system in the Trade finance module (optional module) place orders concerning Trade finance products defined in the Regulations referred to in paragraph 2.
2. Terms and conditions for providing Trade finance products under the mBank CompanyNet system and the terms and conditions for the Customer placing and the Bank fulfilling instructions relating to Trade finance products are provided for in the "Regulations on the Provision and Service of Trade finance products through the Internet Electronic Banking System".
3. In the case of Customers who have signed the Agreement with the Bank and use the Trade finance module, the following principles for interpretation of terms contained in the "Regulations on the Provision and Service of Trade finance Products through the Internet Electronic Banking System" shall apply; each time the "Regulations on the Provision and Service of Trade finance Products through the Internet Electronic Banking System" mention:
  - 1/ the „Internet electronic banking system" this should be understood as the mBank CompanyNet system,
  - 2/ the „IBAA Agreement" („Integrated Bank Account Agreement") this should be understood as the "Agreement regarding the Use of mBank S.A. Internet Customer Service System mBank CompanyNet",

- 3/ the „IBAA Regulations” (“Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.”) this should be understood as “Regulations of mBank S.A. Internet Customer Service System mBank CompanyNet “,
- 4/ the „Application” or the “Internet electronic banking system Customer’s Access Rights Card” should be understood as the “mBank CompanyNet System Customer’s Access Rights Card”,
- 5/ the „Identification card” this should be understood as the “ID Card together with information on personal data processing”,
- 6/ the „Account” this should be understood as any bank account of the Customer maintained with the Bank, provided under the mBank CompanyNet system under the “Agreement regarding the Use of mBank S.A. Internet Customer Service System CompanyNet” and indicated by the Customer in an instruction, in an Agreement for opening a Letter of Credit or in an Agreement to provide a Guarantee (the definitions of Instruction, Agreement for opening a Letter of Credit, Agreement to provide a Guarantee are contained in the “Regulations on the Provision and Service of Trade Finance products through the Internet Electronic Banking System”).

## CHAPTER 16

### Specific Principles of Fulfilment of Instructions under the Cash module

#### § 65

1. A Customer who is a Party of the Agreement may be granted access to the Cash module (optional model) within the mBank CompanyNet system, under which the Bank provides the Customer with the possibility to place open cash withdrawal instructions and closed cash withdrawal instructions, subject to provisions of paragraphs 3 and 6.
2. The Customer places payment instructions, referred to in paragraph 1, by means of relevant electronic forms which are provided in the Cash module of the mBank CompanyNet system.
3. In order to be able to submit closed cash withdrawal instructions under the Cash module, the Customer needs to sign with the Bank an agreement on execution of closed cash withdrawals.
4. The principles for execution of open cash withdrawal instructions are set forth in the “Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.”.
5. The principles for execution of closed cash withdrawal instructions are set forth in the “Regulations on Closed cash withdrawals”.
6. Payment instructions other than those referred to in paragraph 1 and related to the cash service are available within Cash under individual arrangements between the Bank and the Customer.

## CHAPTER 17

### Specific Principles of Fulfilment of Instructions under the Cards module

#### § 66

1. A Customer who is a Party of the Agreement may be granted access to the Cards module (optional module).
2. The Cards module allows the Customer to:
  - 1/ view and manage debit cards,
  - 2/ view and manage the Corporate Payment Cards mentioned in the Regulations of the mBank S.A. Corporate Payment Cards (hereinafter referred to as the “Corporate Payment Cards”), and access the lists of operations executed with the use of those cards,
  - 3/ view, manage and submit instructions other than referred to in paragraph 3, tied to Prepaid Payment Cards of mBank S.A. held by the Customer.
3. As part of management of the cards referred to in paragraphs 2 points 1 and 3, the Customer may place instructions to:
  - 1/ change the daily and monthly card limits,
  - 2/ block cards,
  - 3/ change the terms on prolonging the card validity for the following period (renewal).
4. As part of management of cards mentioned in paragraph 2 subparagraph 2, the Customer may submit the following instructions:
  - 1/ card activation,
  - 2/ change of card limits – both the monthly card limit and authorisation limits (daily and monthly),
  - 3/ introduction of a temporary increase of the card limit in emergencies,
  - 4/ ordering a card duplicate,
  - 5/ blocking the card,
  - 6/ changing terms of extending the validity of cards for a subsequent period (renewal)
  - 7/ earlier repayment of the card limit for charge type cards (increasing the card limit).
5. As part of management of the cards referred to in paragraphs 2 point 3, the mBank CompanyNet user may place instructions to:
  - 1/ request cards – submit orders for types of cards selected by the Customer, resulting in the issue of these cards by the Bank,
  - 2/ activation of cards – activation of card by the Customer, enabling the use of the card, in particular performance of transactions,
  - 3/ topping up cards/ topping up cards online - increasing the balance of funds on Prepaid Cards in the manner indicated by the Bank in the Rules of Bearer Prepaid Card or through a top-up file in the format required by the Bank, containing information on card numbers and the corresponding top-up amounts whose total amount does not exceed the amount of funds available in the account from which the top-up amount will be debited.
6. The online card top-up will be executed by the Bank immediately after an appropriate instruction is submitted, exclusively from an account marked in the mBank CompanyNet system as the “online account” in which the viewing of the balance of funds available will be possible at any time.
7. The range of available instructions may change as the mBank CompanyNet system is developed. The Bank informs the Customer each time the functionalities of the mBank CompanyNet system change, through an electronic message provided to users of the mBank CompanyNet system.
8. The Bank provides the Customer with reports on the execution of instructions submitted by the Customer, in particular:
  - 1/ cards requests,
  - 2/ cards top-ups.
9. The reports shall be provided to the Customer each time in electronic form, through the mBank CompanyNet system.
10. The Bank is liable for execution of the Customer’s instruction according to its contents. The Customer shall be liable for any errors in the contents of instruction issued to the Bank.
11. The rules for submission by the Customer and execution by the Bank of instructions referred to in paragraph 3 are set forth in: „Agreement on Payment Cards for a Corporate Customer” or the “Agreement to issue and manage Prepaid Payment Cards of mBank S.A.”, and the regulations referred to therein, subject to provisions of paragraph 12.
12. In case when the agreements referred to in paragraph 11 in order for the Customer’s representation to be valid require the submission of instruction referred to in paragraph 3 in written form, this requirement is deemed fulfilled also in the case when these instructions are submitted under the Cards module.
13. In the case when the instructions referred to in paragraph 3 point 2 are authorised by the Customer with the use of certificate, such instructions are executed forthwith and provision of § 30 does not apply.
14. The rules for submission by the Customer and execution by the Bank of instructions referred to in paragraph 2 point 3 are set forth in the “Agreement to issue and manage Prepaid Payment Cards of mBank S.A.” and the regulations referred to therein.

## CHAPTER 18

### Specific Principles of concluding selected financial market transactions under the FX platform

#### § 67

1. The Customer of the mBank CompanyNet system may be granted access to the FX platform (optional module), within which she/he may conclude selected finance market transactions.
2. Customer gets access to FX mPlatform under the rules stipulated in "FX mPlatform" and upon concluding a "Framework Agreement on Principles of Co-operation in Financial Market Transactions" or "Framework Agreement for Financial Market Transactions".

## CHAPTER 19

### Restrictions to Fulfilment of Orders

#### § 68

The Customer may freely administer the funds up to the current balance on the current or auxiliary bank account, within the framework of the applicable provisions of the law and subject to the restrictions arising from the agreements signed by the Customer and the Bank.

#### § 69

1. If the Customer's instruction is inconsistent with the Agreement, the Regulations or the provisions of the law, the Bank refuses to fulfil the instruction. The Bank refuses to execute the loan disbursement order which is in breach of the credit agreement under which it is submitted.
2. If the Customer's instruction with the fee or commission due to the Bank is not covered by the funds in the bank account, the Bank may refuse to fulfil the instruction.
3. The Bank may refuse to fulfil the instruction submitted by mBank CompanyNet user entitled to authorise instructions who failed to comply with the obligation to deliver to the branch the "Identity Card together with information on personal data processing".
4. The Bank may refuse to fulfil the instruction submitted by mBank CompanyNet user entitled to authorise instructions until the end of the business day following the day on which the user complied with the obligation to deliver to the branch the "Identity Card together with information on personal data processing". This period is necessary to enter the personal data of this user into the bank system.
5. If the Customer enters an incorrect NRB ID or incorrect IBAN ID in the instruction, the Bank may refuse to fulfil this instruction. An incorrect NRB ID or incorrect IBAN ID is the one that is inconsistent with the bank account number standard specified in the Order of the President of the NBP which is referred to in § 2 points 11 and 12.
6. If the execution of an instruction is refused, the Bank shall notify the mBank CompanyNet system user of the refusal to execute the instruction. In cases mentioned in paragraphs 3-5, the information about the refusal to execute the instruction shall be submitted to the mBank CompanyNet system user via a message available in the mBank CompanyNet system. The message shall be displayed to the mBank CompanyNet system user when he attempts to submit the instruction.
7. The Bank has the right to collect a fee for the notification mentioned in paragraph 6 in the case where the refusal to execute the instruction has been justified. If a fee is collected, the amount of the fee shall be determined by the "Tariff of banking fees and commissions of mBank for SME and Corporates".

#### § 70

The Bank shall not fulfil a payment instruction submitted with an incorrect onetime password.

#### § 71

1. In order to increase security of the Customer using mBank CompanyNet system, the Customer has a right to define the list or scopes of acceptable IP addresses of mBank CompanyNet system users by means of which they will be able to log into mBank CompanyNet system.
2. The list or the scope of available IP addresses of mBank CompanyNet system users is defined not later than on the business day following the day on which the Customer submitted to the Bank the mBank CompanyNet system user card, appended to the Agreement, with a correctly defined list or scope of acceptable IP addresses of mBank CompanyNet system users.
3. Defining the list or scope of available IP addresses of mBank CompanyNet system users prevents users of mBank CompanyNet to log into the system using the devices whose IP addresses have not been included on the list or are not in the scope of IP addresses accepted by Customer for a given user.
4. If the instruction, referred to in paragraph 1 is not placed, the Bank does not limit the possibility of logging into mBank CompanyNet system using various addresses or scopes of IP addresses.
5. If the Customer fails to define the list or scopes of available IP addresses of the mBank CompanyNet system users, the Customer is liable for losses arising as a result of using by unauthorised persons of the data authenticating users contrary to the law or rules of social co-existence.

## CHAPTER 20

### Principles for Calculating Interest

#### § 72

1. Funds deposited in the current or auxiliary bank accounts of the Customer bear interest according to a variable interest rate applied at the Bank.
2. The detailed principles regarding interest calculated on:
  - 1/ the current or auxiliary bank accounts of the Customer are set forth, respectively, in the bank account agreement (current or auxiliary) and the "Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A.", or
  - 2/ term deposit accounts or savings term deposit accounts of the Customer are set forth, respectively, in the „Regulations on PLN and FX Term Deposits for Institutional Customers”.

## CHAPTER 21

### Commissions and Fees

#### § 73

1. For actions specified in the Regulations, the Bank charges commissions and fees specified in the "Tariff of banking fees and commissions of mBank for SME and Corporates" – Section I – Bank Accounts.
2. For the servicing of the postal order, the Bank charges, subject to the fee mentioned in paragraph 1, postal charges in accordance with the current price list of the Postal Operator, published on the mBank Group websites at the address [www.mbank.pl/informacje-dla-klenta/msp-korporacje/](http://www.mbank.pl/informacje-dla-klenta/msp-korporacje/).
3. For executing a payment instruction within the Mass Payment and Mass Payment Plus products, the Bank charges fees specified in the Agreement or in a separate instruction of the Customer accepted by the Bank.
4. The Bank charges a fee for the execution of the loan disbursement order amounting to the fee for the execution of a domestic or foreign credit transfer respectively, as indicated in paragraph 1, unless the fee for the execution of the loan disbursement order is specified in the credit agreement under which the order is executed (if that is the case, the fee specified in the credit agreement applies).

5. The rules for charging fees for mBank CompanyConnect Partner Package services are stipulated in the mBank CompanyNet Agreement or the Integrated Bank Account Agreement and separate, relevant provisions on mBank CompanyConnect services offered by mBank S.A.
6. Fees and commissions concerning modules and transaction platforms referred to in § 2 point 19 are set in agreements and regulations referred to in § 4 paragraph 1.
7. The level of the fees or commissions may change. The changes in the level of commissions and fees shall depend, in particular, on the transaction servicing costs incurred by the Bank, including the market parameters that affect the costs, such as inflation, exchange rates and reference interest rates fixed by the NBP.
8. The "Tariff of banking fees and commissions of mBank for SME and Corporates" are introduced by the President of the Bank's Management Board in the form of an order.

#### § 74

1. The new text of Chapter I of the "Tariff of banking fees and commissions of mBank for SME and Corporates" specifying the revised fees and commissions along with their effective date shall be delivered by the Bank to the Customer in the manner and mode specified for revised fees and commissions in the "Regulations for Opening, Maintaining and Closing an Integrated Bank Account with mBank S.A." or in the "Regulations for Opening, Maintaining and Closing Bank Accounts at mBank S.A." depending on the current or auxiliary bank account agreement concluded with the Customer.
2. If the Customer fails to submit a written declaration on his refusal to accept the changes introduced within 14 days following the delivery date of the new text of Chapter I of the "Tariff of banking fees and commissions of mBank for SME and Corporates" specifying the revised fees and commissions, referred to in paragraph 1, the changes shall be deemed accepted by the Customer and binding on the parties as of the effective date.
3. The Customer's refusal to accept the changes in mBank S.A.'s commissions and fees within the deadline referred to in paragraph 2 shall constitute the Customer's termination of the Bank Account Agreement. In such a case, § 77 paragraph 1 shall apply.

#### § 75

1. The current rates of the "Tariff of banking fees and commissions of mBank for SME and Corporates" and information on the amendments in rates are available in the form of announcements in the Bank's operating rooms or through the mBank Group websites at the address [www.mbank.pl/informacje-dla-klienta/msp-korporacje/](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje/).
2. The Customer undertakes to familiarize himself/herself with the content of the information published on through the mBank Group websites at the address [www.mbank.pl/msp-korporacje/](http://www.mbank.pl/msp-korporacje/) at least once a week.

#### § 76

1. Amendments to the Regulations introduced during the validity of the Agreement are delivered to the Customer together with their date of validity. The amendments are delivered by recorded delivery registered post, or handed to the Customer against an appropriate confirmation of receipt.
2. The new wording of these Regulations may alternatively be communicated to the Customer by a link (hyperlink) in mBank CompanyNet web pages to the mBank Group website, containing the wording of the amended Regulations. Together with the link (hyperlink), the mBank CompanyNet web pages shall contain information on the date of publication of the changes to the Regulations at the mBank Group website and the date of validity of these changes. The day of delivery of the changes to the Regulations to the Customer is considered to be the eight day from the date of publication of changes to the Regulations at the mBank Group website.
3. The Customer is entitled to submit a termination notice to the Bank within 14 days from receipt of the amended text of the Regulations.
4. The notice period is set at one month and commences from the date at which the Customer delivers the termination notice to the Bank.
5. The Bank shall acknowledge the lack of representation accepting the new terms and conditions of the Agreement within 14 days of the date of their receipt as the Customer's acceptance of the new terms and conditions of the Regulations on their validity date.
6. The Customer undertakes to familiarize himself/herself with the content of the information published on the the mBank Group website at least once a week.

## CHAPTER 22

### **Amendment of Provisions of the Regulations and Change, Termination or Dissolution of the "Agreement regarding the Use of mBank S.A. Internet Customer Service System mBank CompanyNet"**

#### § 77

1. Amendments to the Regulations introduced during the validity of the Agreement are delivered to the Customer together with their date of validity. The amendments are delivered by recorded delivery registered post, or handed to the Customer against an appropriate confirmation of receipt.
2. The new wording of these Regulations may alternatively be communicated to the Customer by a link (hyperlink) in mBank CompanyNet web pages to the mBank Group website, containing the wording of the amended Regulations. Together with the link (hyperlink), the mBank CompanyNet web pages shall contain information on the date of publication of the changes to the Regulations at the mBank Group website and the date of validity of these changes. The day of delivery of the changes to the Regulations to the Customer is considered to be the eight day from the date of publication of changes to the Regulations at the mBank Group website.
3. The Customer is entitled to submit a termination notice to the Bank within 14 days from receipt of the amended text of the Regulations.
4. The notice period is set at one month and commences from the date at which the Customer delivers the termination notice to the Bank.
5. The Bank shall acknowledge the lack of representation accepting the new terms and conditions of the Agreement within 14 days of the date of their receipt as the Customer's acceptance of the new terms and conditions of the Regulations on their validity date.
6. The Customer undertakes to familiarize himself/herself with the content of the information published on the the mBank Group website at least once a week.

#### § 78

1. Either the Customer or the Bank may terminate the Agreement by providing a notice period of one month. The notice period of the termination shall start on the date the notice is delivered to one of the parties.
2. The Bank may terminate the Agreement in the case of:
  - 1/ a serious breach of the provisions of the Agreement or the Regulations by the Customer,
  - 2/ the provision by the Customer of false information when entering into the Agreement,
  - 3/ the Customer's taking actions that cause or may cause a loss for the Bank,
  - 4/ the Customer discloses information on the operation of the mBank CompanyNet system, the disclosure of which may cause lack of effectiveness of the mechanisms assuring security of orders,
  - 5/ exclusion of the mBank CompanyNet system from use by the Bank,
  - 6/ when the Customer is entered in the list published on the official website of the Polish Financial Supervision Authority (Komisja Nadzoru Finansowego), such list containing the Authority's public warning against dishonest entrepreneurs (applies also when the Customer is entered in the list published on the official website of the Authority's foreign counterpart, such list containing the finance regulatory authority's public warning against dishonest entrepreneurs).
3. The termination of the Agreement by either Party is made in writing and is signed by persons authorised to make declarations of will in the scope of proprietary rights and duties of the parties. In the event when the Bank terminates the Agreement, the Customer is notified of the reason for the termination.

## § 79

The Agreement may be terminated by mutual agreement of the parties at any time.

## § 80

Termination of the Agreement causes the Customer's removal from the mBank CompanyNet system.

## § 81

1. Any amendment of terms and conditions of the Agreement, subject to provisions of § 74 paragraph 1 and § 76 paragraphs 1 and 2 of these Regulations and subject to amendments of the Regulations on „PLN and FX Term Deposits for Institutional Customers” must be made in writing.
2. Any change to the contents of appendices referred to in § 7 constitutes an amendment of the terms and conditions of the Agreement.

## CHAPTER 23

### Final Provisions

## § 82

1. The Customer is responsible for submitting the „Identity Card together with information on personal data processing” for each user of the mBank CompanyNet system entitled to authorise payment instructions.
2. The Customer is responsible for immediate updating of personal data by each user of the mBank CompanyNet system entitled to authorise payment instructions, in the scope defined in the „Identity Card together with information on personal data processing”.
3. The persons referred to in paragraph 1 update their personal data at the branch. In order to perform the update it is necessary to produce an identity document.

## § 83

The Customer makes the commitment not to deliver illegal content to the Bank through the mBank CompanyNet system.

## § 84

1. The Customer expresses his consent to the Bank sending the Customer commercial information through means of electronic communication. Commercial information may be sent in particular through the mBank CompanyNet system.
2. The consent referred to in paragraph 1 may be revoked at any time by the Customer submitting a written statement to the branch.

## § 85

1. The Bank may withhold from providing the electronic banking services with the use of the mBank CompanyNet system in the event of a failure in the computer system or in the telecommunications system which make impossible the provision of such services, until such a failure is remedied.
2. The Bank's withholding of services for reasons specified in paragraph 1 shall not breach the terms and conditions of the Agreement.
3. In a situation when it is impossible to set up a telecommunication connection allowing to obtain information on the account status through the mBank CompanyNet system, mBank S.A. provides information on the account status over the telephone, upon earlier identification and authentication of the Customer through the Contact Centre.
4. The information referred to in paragraph 3 is provided to mBank CompanyNet system users or controllers solely in the scope corresponding to the scope of rights of the mBank CompanyNet system users or controllers, defined on the basis of the relevant appendices, and in particular the right to view the Customer's account under the mBank CompanyNet system.

## § 86

The Bank reserves the right to conduct maintenance and upgrade works of the mBank CompanyNet system. The Bank shall notify the Customer appropriately in advance of the maintenance and upgrade work and the timing of the temporary lack of availability of the mBank CompanyNet system. The information shall be published on the websites of the mBank CompanyNet system or otherwise communicated to the Customer.

## § 87

1. The Bank, as the personal data administrator, under the provisions of the Personal Data Protection Act of 29 August 1997, hereby declares that the Customer's data, and the data of his/her representatives and employees designated by him/her to service the mBank CompanyNet system will be processed in the bank data base in order to satisfy the terms and conditions of the agreements signed with the Bank.
2. Pursuant to the provisions of the Personal Data Protection Act the Customer, his/her representatives and employees designated by him/her to service the mBank CompanyNet system are entitled to:
  - 1/ access and correct their data,
  - 2/ object to processing personal data for purposes of direct marketing of products and services offered by the Bank.

## § 88

1. The Customer may file a complaint about the services rendered by the Bank under the Agreement.
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 event giving rise to reservations, Customer's expectations regarding the way of settling the complaint, the bank account number, name and statistical number REGON of the Customer as well as data of the person rising the complaint (name, surname, phone no. 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 Customer accordingly.
6. Having handled the complaint, the Bank notifies the Customer of the result of the complaint proceedings. Replies to complaints are provided in writing, with the use of other durable medium or - in the case of a Customer being a legal person or an organisational unit without legal personality - by e-mail.
7. In the event when claims arising from the complaint are dismissed, the Customer may apply to the Bank for reconsidering the complaint within 14 days from the date of receipt of the reply to the complaint. The appeal should be made in writing. The appeal should contain the data referred to in paragraph.
8. The provisions of paragraphs 1 - 7 do not limit the Customer's right to pursue claims against the Bank in accordance with generally applicable law.
9. The Bank's operation is supervised by the Polish Financial Supervision Authority (KNF).



### § 89

1. In case when the mBank CompanyNet system controller cannot, for reasons beyond the control of the Bank, perform the configuration changes to which he/she is entitled, it is possible to instruct the Bank to perform these changes, through the delivery of the relevant appendices by the Customer.
2. In case when the mBank CompanyNet system controller cannot, for reasons resulting from functionalities of the mBank CompanyNet system, perform the configuration changes, it is possible to execute them on the basis of the Customer's instruction submitted in electronic form, with the use of the communication form "Message to the Bank", titled "Message from the controller".

### § 90

The Bank informs that in connection with making international money transfers via The Society for Worldwide Interbank Financial Telecommunications (SWIFT), the government of the United States of America may have access to personal data. The American authorities have undertaken to use the personal data obtained from SWIFT only for the purpose of counteracting terrorism, respecting the guarantees provided for in the European system of personal data protection expressed in the Directive 95/46/WE of the European Parliament and the Council dated 24 October 1995 on the protection of individuals with regard to processing of personal data and free movement of such data.

### § 91

These Regulations are binding, pursuant to the provisions of Article 384 of the Civil Code, and Article 109 of the Banking Law.