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

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mBank.pl

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1. General Provisions

§ 1

In the Regulations, we describe the conditions on which:
1/ we provide access to mBank CompanyNet (electronic banking service),
2/ Customers execute orders in the mBank CompanyNet system.

§ 2

This is the list of terms that we use in the Regulations. They mean:

1/ administrator	a natural person indicated by the Customer in the Agreement, who: a/ manages, on behalf of the Customer, the rights of mBank CompanyNet users regarding submitting orders and electronic documents (including granting, changing, or revoking rights), b/ obtains information on the performance of the Agreement, c/ can be an mBank CompanyNet user (whereby regardless of whether the administrator is a user or not, the administrator holds all rights that can be granted to a user). Any provisions of the Regulations applicable to the mBank CompanyNet system users apply accordingly to administrators. Statements made by administrators in the mBank CompanyNet system and authorised using an electronic signature (including an electronic signature created using a token) are statements submitted in electronic form in accordance with Article 7 of the Act of 29 August 1997 – the Banking Law,
2/ IP address	ID assigned by the supplier of the Internet services to the computer or a device used by the Customer to log into the Bank's electronic banking system,
3/ alias	a series of characters allocated to a user or administrator, as defined by the Customer. Based on an alias, we identify a user or administrator in the mBank CompanyNet system,
4/ mobile application	a software application which makes it possible to access the mBank CompanyNet system through a mobile device. We publish detailed information concerning the mobile application on the Bank's website at the address: www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/,
5/ Bank	mBank S.A.; in these Regulations, we also use terms such as "we" (e.g., "we maintain", "we accept", "we modify") in relation to the Bank,
6/ whitelist	a list of accounts of entities registered as VAT payers, unregistered entities, and entities removed from and re-entered in the VAT register. The list is maintained electronically by the Head of the National Revenue Administration in accordance with the Act of 11 March 2004 on Goods and Services Tax,
7/ biometrics	a method used in the mBank CompanyMobile service to identify a given person by their distinctive biometric characteristics (e.g. analysis of a fingerprint or face scan); it is used in the mBank CompanyMobile service to log in and to authorise orders,
8/ CAMT	an electronic file compliant with the ISO20022 standard, in particular CAMT.053.001.08, CAMT.052.001.08; Customers will be able to use CAMT files after we enable the relevant function in the electronic banking systems on the terms and conditions specified by the Bank,
9/ Customer Center (CC)	the Bank's telephone Customer service centre (phone number 801 273 273 (total cost of call – one impulse) or (22) 627 32 73 (fee for the call according to the operator's tariff)). We reserve the right to change these telephone numbers, and such change does not constitute a change of these Regulations,
10/ certificate	the certificate for electronic signature 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 (Regulation No 910/2014), in particular the qualified certificate for electronic signature referred to in Regulation (EU) No 910/2014; the certificate meets the requirement imposed on the bank to use the strong customer authentication mechanism referred to in the Payment Services Act,
11/ additional module or transaction platform	a separated module of the mBank CompanyNet system. It can be a banking product or a function of the mBank CompanyNet system related to a banking product. The term includes in particular the following modules: Cash, Cards, Trade Finance, FX Platform, Liquidity, Business News, Custody, Developer Escrow Account and Archive,
12/ electronic document	the Customer's statement: a/ of intent relating to the performance of banking activities, authorised by a user or users of the mBank CompanyNet system using an electronic signature (including an electronic signature created using a token) in accordance with the authorisation rules defined by the Customer in the appendices, submitted in electronic form pursuant to Article 7 of the Act of 29 August 1997 – the Banking Law, or b/ of knowledge authorised by a user or users using an electronic signature (including an electronic signature created using a token) in accordance with the authorisation rules defined by the Customer in the appendices, submitted in electronic form,
13/ business day	a day on which the Bank is open for Customers, i.e., each and every day Monday to Friday, except statutory holidays or days previously announced as holidays by the Bank,
14/ non-business day	a day other than a business day,

15/ CC ID	a unique sequence of characters assigned automatically by us to a user or administrator, enabling us to identify the user or administrator over the phone,
16/ IBAN ID	the International Bank Account Number used for cross-border settlements specified in the Order of the President of the National Bank of Poland no. 7/2017 dated 20 February 2017 on the method of numbering bank accounts managed by banks,
17/ NRB ID	the Bank Account Number used for domestic settlements specified in the Order of the President of the National Bank of Poland no. 7/2017 dated 20 February 2017 on the method of numbering bank accounts managed by banks,
18/ permanent ID	a unique sequence of characters assigned automatically by us to a user or administrator, enabling us to identify the user or administrator in the mBank CompanyNet system,
19/ temporary ID	an ID sent by us to a user or administrator to their email addresses indicated in the configuration documents of the mBank CompanyNet system. The user or administrator uses the temporary ID to activate the Mobile Authorisation service. The ID is valid for five days after we send it,
20/ Customer	entrepreneurs, legal persons, organisational units without legal personality but with legal capacity that have signed a Bank Account Agreement with the Bank,
21/ activation code	a one-time code used for activation of the Mobile Authorisation service or another device such as a token. We send it to a user or administrator to the phone number indicated in configuration documents of the mBank CompanyNet system,
22/ PIN code for CC	a sequence of characters assigned automatically to a user or administrator. It is used to authenticate the user or administrator over the phone,
23/ context	a Customer in the mBank CompanyNet system to whom a customer number is assigned. Holding context – a Customer in the mBank CompanyNet system to whom at least two customer numbers are assigned in the mBank CompanyNet system in the manner that enables work on joint lists of bank accounts, operations, other instructions,
24/ qualified electronic signature	a qualified electronic signature referred to in Resolution No. 910/2014,
25/ Mobile Authorisation	a service enabling authentication of users or administrators as well as authorisation of orders and other instructions placed in the mBank CompanyNet system,
26/ transactional module	the basic module of the mBank CompanyNet system; it is composed of: accounts, orders, reports, and system and function management components, which have an impact on orders,
27/ PIN code for Mobile Authorisation	a confidential series of digits set by a user or administrator to start the Mobile Authorisation service,
28/ branch	an organisational unit of the Bank,
29/ 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,
30/ electronic mail	a service used to send text messages, provided by electronic means pursuant to the Act on the performance of services by electronic means,
31/ electronic signature	a/ an electronic signature verified by means of a certificate referred to in Resolution No. 910/2014, in particular a qualified electronic signature, b/ an electronic signature referred to in Resolution No. 910/2014 created using a token,
32/ authorisation message	a message displayed in the mobile application with details of an order placed by a user or administrator. A user or administrator may accept or reject the authorisation message,
33/ Regulations	Regulations mBank S.A. Internet Customer Service System mBank CompanyNet,
34/ the Bank's website	the online service of the mBank Group located on the Bank's server at www.mbank.pl. We also use the term "our website",
35/ Parties	the Bank and the Customer,
36/ the mBank CompanyNet system	an online 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,
37/ Tariff	Tariff of banking fees and commissions of mBank for SME and Corporates; Chapter I of the Tariff (Bank Account Maintenance and Service) is an integral part of the Agreement,
38/ token	a cryptographic device such as a standard token, QR Token or another device such as a hardware token or a software token (Mobile Authorisation), enabling authentication of users or administrators as well as authorisation of orders and other instructions placed in the mBank CompanyNet system. The use of tokens meets the requirement to use the strong customer authentication mechanism imposed on us in the Payment Services Act. The one-time passwords generated by tokens enable the creation of electronic signatures,

39/ Transactions	the following transactions: term deposits, spot foreign exchange transactions and Financial Market Transactions. The Customer concludes (also changes or terminates) them with the Bank by phone or electronically based on a relevant agreement (in particular the Agreement and the Framework Agreement),
40/ Financial Market Transactions	transactions (forward transactions) referred to in Article 5 (2) (4) of the Act of 29 August 1997 – the Banking Law. The Customer concludes (also changes or terminates) them with the Bank by phone or electronically based on a relevant agreement (in particular the Agreement and the Framework Agreement),
41/ Agreement	an agreement concluded between the Parties based on which the Bank grants the Customer access to the Internet electronic banking system mBank CompanyNet, in particular: the "Agreement on Using the Internet Customer Service System mBank CompanyNet of mBank S.A."; conclusion of the Agreement is tantamount to the provision by the Bank of the payment instrument referred to in the Payment Services Act,
42/ Framework Agreement	a framework agreement for financial market transactions or the Framework Agreement on the Rules for Handling Financial Market Transactions. The Customer concludes it with the Bank in order to conclude Transactions,
43/ unique mobile device ID	a number generated by us based on the identification data of a mobile device,
44/ mobile device	a portable device (a smartphone or a tablet) with access to the Internet and an operating system in line with the requirements published on our websites at: www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/,
45/ Payment Services Act	Act of 19 August 2011 on payment services,
46/ (mBank CompanyNet system) user	a natural person authorised to use the mBank CompanyNet system for and on behalf of the Customer. Such person is designated by the Customer in the Agreement or by the administrator. Users may in particular: a/ submit orders and electronic documents in the mBank CompanyNet system, b/ single-handedly conclude, change and terminate Transactions (by phone or electronically), c/ make and receive statements of intent and knowledge required for Financial Market Transactions, Statements submitted and authorised by the user in the mBank CompanyNet system with an electronic signature (including statements authorised using a token) are statements submitted in electronic form in accordance with Article 7 of the Banking Law Act of 29 August 1997,
47/ electronic statements	files in the following formats: MT94x (in particular MT940, MT942), CAMT delivered via mBank CompanyNet,
48/ appendix	each of the configuration documents of the mBank CompanyNet system. On that basis, we set up the rights of the Customers, administrators and users. Appendices constitute an integral part of the Agreement,
49/ order	a financial settlement order placed by the Customer with the Bank or another service ordered by the Customer electronically in the mBank CompanyNet system within the transactional module or additional modules. Orders include 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 Insurance Institution (ZUS), international money transfer in PLN or in a foreign currency (including SEPA and EuroEkspres transfer), money transfer to the account of a tax authority (tax transfer); transfers to the account of a customs authority can also be executed with the use of the tax transfer form, an instruction to execute a postal order (postal order), an order to set up, change the terms of or cancel a term deposit, disbursement of a loan order, repayment of a loan order, an order for mass domestic transfer (Mass Payment or Mass Payment Plus), direct debit, Qlips order, conclusion, change and termination of a Transaction.

§ 3

1. Customers who wish to use the mBank CompanyNet system need to have:
   1/ a PC with MS Windows (10, 11),
   2/ the Internet,
   3/ a web browser with an activated TLS - Edge, Firefox, Chrome.
2. Required browser versions

Browser	Version
Edge	updates released by the producer (note: certificates are not supported by this browser)
Firefox	current main stable version (or two earlier main versions)
Chrome	current main stable version (or two previous main versions, a plug-in may be required to use certificates)

3. The mBank CompanyNet system is also available on mobile devices (e.g., a smartphone or a tablet). The technical requirements are described on our website: www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/.

§ 4

1. 1. We execute the Customer's orders referred to in § 2 point 49 solely under the terms and in the scope set forth in these Regulations. The only exception is where these Regulations provide that specific regulations apply, and specifically regulations referred to in provisions regarding the execution of orders with the use of additional modules or transaction platforms.

2. In order to provide additional modules or transaction platforms or to start using them to execute orders of a Customer we may require:
   a/ the Parties to conclude an additional agreement or
   b/ the Customer to meet other requirements set out in the regulations referred to in § 4 paragraph 1.
3. If the provisions of these Regulations are in conflict with any of the regulations referred to in paragraph 1, the provisions of such regulations 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/.
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.
6. The provisions of § 2 point 41 apply to orders:
   1/ to set up, change the terms of or cancel a term deposit, and
   2/ to conclude spot foreign exchange transactions.
   Provisions of other agreements (in particular the Framework Agreement referred to in § 2 point 42 or a bank account agreement) do not apply, with the proviso that the provisions of the Framework Agreement regarding users' authorisation to conclude Transactions under the Agreement remain in force.

2. Principles of Providing the mBank CompanyNet system

§ 5

We provide the mBank CompanyNet system to the Customer who:
1/ signs the Agreement with the Bank,
2/ fulfils the requirements 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 do not apply to the payment services provided by us under the Agreement:
   1/ Chapter II of the Payment Services Act (except for Article 32a),
   2/ Article 34, Articles 35-37, Article 40 (3)-(4), Article 45, Article 46 (2)-(5), Article 47, Article 48, Article 51, and Articles 144-146 of the Payment Services Act, or
   3/ other laws which amend the provisions referred to in points 1 or 2, if admissible.

§ 7

1. In order to set the configuration parameters of the mBank CompanyNet system:
   1/ the Customer signs the appendices and submits them to the Bank, and
   2/ the Bank approves the appendices (and registers them in the mBank CompanyNet system).
2. Subject to paragraphs 8, the Customer submits the signed Customer's Access Rights Card together with all the required appendices to us, and specifically:
   1/ the mBank CompanyNet System User Card, for each mBank CompanyNet system user. It is possible to simultaneously allocate identical rights to multiple users on the basis of a single mBank CompanyNet System User Card,
   2/ the Authorisation Scheme Card,
   3/ the Account Authorisation Limit Card if the Customer wishes to define separate authorisation limits for the individual accounts made available in the mBank CompanyNet system,
   4/ the Identity Card including information about processing of personal data for each user who is granted rights by the Customer under the mBank CompanyNet System User Card to authorise orders or to use the FX platform; personal data of mBank CompanyNet system users named in the Identity Card may be confirmed electronically:
      a/ through the Bank's electronic banking systems,
      b/ by means of a qualified electronic signature certificate,
      c/ by means of an identity card with an electronic layer (e-ID card),
      d/ using a biometric passport,
      after we enable an appropriate function in the electronic banking systems and on the terms and conditions specified by the Bank,
   Personal data (in particular given names and surnames) written using a different writing system than the Latin alphabet may be transliterated. This means that characters with diacritical marks that are not present in the Polish alphabet will be replaced with their equivalents in the Latin alphabet.
   5/ the Application for purchase of a certificate in the mBank CompanyNet system for users of mBank CompanyNet using the certificates service in the mBank CompanyNet system.
3. When we accept the appendices, we will configure the mBank CompanyNet system on their basis. The appendices become an integral part of the agreement.
4. When the Customer wants to change user authorisations/Customer parameters, the Customer can:
   1/ do it in the mBank CompanyNet system or
   2/ submit an authorisation change statement (application).
   We accept the changes by changing the user authorisations/Customer parameters in the mBank CompanyNet system.
5. By submitting a user authorisations/Customer parameters change statement (application), the Customer represents that the provided data are correct and valid.
6. The Customer has full liability for the authority it grants to users. We are not liable for any damage caused by a user acting in line with the authority granted by the Customer.
7. If the access rights of a user defined in multiple appendices are different or contradictory, the Bank accepts as binding those appendices which are submitted by the Customer with the latest date. If the contradictory appendices have been submitted at the same date, we refuse their acceptance and return the cards to the Customer.
8. The Customer may submit appendices and other documents relating to banking activities electronically after the functionality is made available in the mBank CompanyNet system and on the terms and conditions defined by the Bank.
9. The Customer may authorise a user to:
   1/ make statements of intent/knowledge or to carry out actual activities covered by electronic documents (forms) on behalf of the Customer, and
   2/ accept statements connected with the content of these documents.
   The authorisation may be granted by the Customer in the mBank CompanyNet System User Card or by the administrator in the mBank CompanyNet system. An updated list of forms is published on our website (www.mbank.pl/pdf/msp-korporacje/mbank-companynet/lista-wnioskow-pl.pdf).

10. When the Customer authorises a user in line with paragraph 9:
    1/ it grants the power of attorney to submit statements of intent in writing with regard to legal acts,
    2/ it authorises the user to submit statements of knowledge and to carry out factual actions,
    3/ it grants the power of attorney to accept statements arising from electronic documents (forms) referred to in paragraph 9.

    The power of attorney/authorisation concerns all electronic documents (forms), an updated list of which is published on our website at: www.mbank.pl/pdf/msp-korporacje/mbank-companynet/lista-wnioskow-en.pdf.
11. We give the Customer notice of changes to the list of electronic documents referred to in paragraph 9 thirty days before the changes take effect. The notice is given on the mBank CompanyNet system login page.
12. From the date of providing the Customer with the information referred to in paragraph 11, the Customer may modify or revoke the authorisations of a given mBank CompanyNet user to submit electronic documents (forms) referred to in paragraph 9 and accept statements connected with such documents:
    1/ by modifying the mBank CompanyNet System User Card, or
    2/ through the administrator.
13. The Customer acknowledges that we may make the processing of an application contained in an electronic document (form) dependent on previous confirmation that the change applied for by the Customer has been registered in an official Polish register publicly available by electronic means (e.g. CEiDG, KRS).
14. The Bank accepts the electronic documents submitted by the Customer and submits a statement:
    1/ signed electronically (in particular, with a qualified electronic signature or with an advanced electronic seal of the bank within the meaning of Article 3 (26) of Regulation No 910/2014), or
    2/ with a handwritten signature.
15. We can delete electronic documents (applications) initiated by Customers and not authorised within 90 days from the mBank CompanyNet system. Customers may activate and authorise initiated electronic documents until they are deleted by the Bank.
16. Following deletion, applications are not displayed in the list of electronic documents (applications) in the mBank CompanyNet system.
17. The electronic document and the Bank's statement signed with an electronic signature or with an advanced electronic seal referred to in paragraph 14 may constitute documents relating to banking operations, issued on electronic media based on Article 7 of the Act of 29 August 1997 – the Banking Law.

§ 7[1]

1. The Customer accepts the principles determined by the Bank, as set out in points 1-2, and the Customer authorises every user to make a declaration in the wording given in points 1-2, on applications containing the wording of this declaration:
    1/ The Customer declares that it has read and accepts the following principles:
    "
    1. The Customer signs an agreement, annex, declaration or a document in electronic form using its preferred authorisation method in the mBank CompanyNet system.
    2. It places an electronic signature in accordance with the general rules of representation of the Customer as disclosed in official Polish registers available to the public in electronic form (CEiDG or KRS) through persons authorised to represent the Customer disclosed (entered) in these registers or through the Customer's attorneys-in-fact.
    3. An investment fund must be additionally represented by an investment fund company in accordance with information published on the official website of the Polish Financial Supervision Authority (KNF). An investment fund is represented by the investment fund company disclosed (entered) in KRS.
    4. An agreement or annex is deemed binding on the parties (concluded) at the time mBank creates on it qualified electronic signatures or an advanced electronic seal of the bank within the meaning of Article 3 (26) of Regulation No 910/2014.
    5. A concluded agreement or annex is made available to the Customer in the mBank CompanyNet system.
    6. An agreement, annex, declaration or document concluded in electronic form is a document prepared on an electronic medium pursuant to Article 7 of the Banking Law Act of 29 August 1997",

    and
    2/ The Customer declares that it has read and accepts the following principles:
    "
    1. The Customer signs an agreement, annex, declaration or a document in electronic form using an electronic signature, pursuant to paragraph 4 point 2:
        1/ in accordance with the general rules of representation of the Customer through persons authorised to represent the Customer or
        2/ through the Customer's attorneys-in-fact.
    2. An investment fund must be additionally represented by an investment fund company in accordance with information published on the official website of the Polish Financial Supervision Authority (KNF). An investment fund is represented by the investment fund company disclosed (entered) in KRS.
    3. The Signature Card forms an integral part of an agreement or annex. The Customer recognises the Signature Card as a proof of conclusion of an agreement or annex.
    4. The Bank confirms, using an advanced electronic seal of the bank within the meaning of Article 3 (26) of Regulation No 910/2014:
        1/ creation, fixing and securing of the integrity of the agreement or annex and the Signature Card,
        2/ on the Signature Card — signature of an agreement or annex by the Customer (the Customer's representatives) with an electronic signature/electronic signatures (the authorisation method used by the Customer in the mBank CompanyNet system),
        3/ on the Signature Card — signature of an agreement or annex by the Bank (the Bank's representatives) with electronic signatures (personal data of the Bank's representative, in particular first name and surname), pursuant to paragraph 6.
    5. At the time of creation of an agreement or annex, in accordance with paragraph 4 point 1, the Bank calculates the checksum for the agreement or annex document. The checksum remains unchanged from the moment of creation of an agreement or annex — provided that no amendments are made to the agreement or annex after their creation. Information about the checksum is presented to the Customer at all times when signing an agreement or annex — including on the Signature Card. The checksum of an agreement or annex may be verified independently by the Customer using functions of generally available computer software.
    6. An agreement or annex is deemed binding on the parties (concluded) at the time the bank's representatives place electronic signatures on the Signature Card.
    7. At the time of placement of the bank's advanced electronic seal, the Bank places a qualified electronic time stamp within the meaning of Article 3 (34) of Regulation No 910/2014 on the signed document. A qualified electronic time stamp has the effect of a certified date within the meaning of the provisions of the Civil Code.
    8. A concluded agreement or annex and the Signature Card will be made available to the Customer in the mBank CompanyNet system.
    9. A concluded agreement or annex and the Signature Card, declaration or document in electronic form will be the following documents:
        1/ prepared on an electronic medium pursuant to Article 7 of the Banking Law Act of 29 August 1997 — provided that they contain statements of intent related to banking activities or

   2/ in the form of an electronic document pursuant to Article 13 of the Act of 29 July 2005 on Trading in Financial Instruments — provided that they contain statements of intent in connection with the performance of activities related to trading in securities or other financial instruments or other activities carried out as part of the activities of entities supervised within the scope regulated by the Act on Trading in Financial Instruments.”.
2. The user referred to in paragraph 1 can conclude an agreement or an amending annex, make a declaration or submit a document in electronic form in accordance with the wording of the declaration referred to in paragraph 1 on condition that the Customer provided the bank with an authorisation for this user authorising them to conclude an agreement or an amending annex, make a declaration or submit a document.
3. Pursuant to paragraph 1 point 2 and paragraph 2 it is possible, in particular, to conclude the Framework Agreement, an amending annex to the Framework Agreement, a collateral agreement, a limit agreement and submit a statement or a document in electronic form concerning the Framework Agreement.
4. The provisions of paragraphs 1-3 do not apply to users whose authorisation to conclude agreements or amending annexes, make declarations or submit documents, also in electronic form, arise from CEiDG or KRS (e.g. management board members, holders of commercial powers of attorney).

§ 8

During the term of the Agreement:
1/ the Customer may change the system configuration parameters – in writing under the pain of nullity,
2/ we may change the specimens of system configuration documents. The Customer is informed of any such change and is required to use solely the new specimens.

§ 9

1. Users of holding contexts are granted authorisations to manage bank accounts and submit orders and other instructions of companies constituting a holding.
2. Users of holding contexts have access to all data of customers (including the history of operations, bank statements, data and statuses of orders and instructions) included in the holding context, in line with the authorisations granted by the administrator.
3. If the Customers appointed administrators, administrators of the holding contexts manage authorisations of all the users that act on behalf of Customers of companies that constitute the holding.
4. If a new Customer is added to a holding context, users of this holding context will receive access to all data on this Customer in line with the authorisations granted.

§ 10

1. In the mBank CompanyNet system, we make available a module — Online Assistant. It enables:
   1/ chat with the bank’s consultant and
   2/ a remote assistance session, thanks to which the bank’s consultant receives a real-time remote view of the screen currently viewed by the user in the mBank CompanyNet system.
2. The user of the mBank CompanyNet system agrees each time to start the remote assistance session by entering a unique key provided by the bank’s consultant during the conversation.
3. During the remote assistance session, the Bank’s consultant cannot interfere with the user’s authorisations and other settings of the mBank CompanyNet system.
4. If the user of the mBank CompanyNet system does not agree to screen sharing, he/she does not enter the key and may at any time end the current Online Assistant session using the “Stop” option (which ends screen sharing in the mBank CompanyNet system).

§ 11

1. The Customer may use a notification service informing about refusal to execute orders submitted by users in the mBank CompanyNet system.
2. In the application the Customer specifies, among others, the language of notifications and email addresses. Using the application form the Customer may also change the service parameters during the term of the Agreement.
3. Notifications contain:
   1/ the numbers of the Customer’s bank accounts which the Bank refused to debit,
   2/ the number of orders we refused to execute,
   3/ information allowing the Customer to identify orders we refused to execute,
   4/ reasons for the refusal.
4. The notifications contain no information allowing third parties to identify the Customer or the beneficiary of the orders.
5. The Bank charges fees for the service in accordance with the Tariff.
6. We send notifications:
   1/ at least every fifteen minutes,
   2/ in the form of a summary information (all refused orders within the last fifteen minutes).
7. The Customer may cancel the service during the term of the Agreement. We deactivate the service within one month following the day when the Customer submits the cancellation statement.

§ 12

1. The Customer may use the mBank Company Mobile service, i.e., the mBank CompanyNet system for mobile devices.
2. The Customer may cancel the service and reactivate it at any time:
   1/ in the mBank CompanyNet system – the administrator (de)activates it,
   2/ at a branch – we (de)activate the service no later than the business day after the date when the Customer submits a written statement.
3. In order to use the mBank CompanyMobile service, the Customer should:
   1/ download the mobile app from an app store (Google Play, AppStore),
   2/ activate it in line with the rules described on our website.
4. Enabling the system lock screen (by means of a PIN code, pattern or password) is required for proper functioning of the mBank CompanyMobile service.
5. We make it possible to use the biometric data on the user’s mobile device. The use of biometric data is an alternative method to the PIN code to ensure security of the mBank CompanyMobile service.
6. Each change of biometric characteristics (e.g. deletion or addition of a new fingerprint) on a mobile device will result in deactivation of biometrics in mBank CompanyMobile.
7. We are not liable for losses which occur in the case where a user consents to a third party storing their biometric characteristics on the mobile device.
8. We can block the use of biometrics on certain mobile devices and operating systems.
9. The user may deactivate biometrics in mBank CompanyMobile.

10. The user can activate Mobile Authorisation on maximally one mobile device at a time. In order to activate Mobile Authorisation on another mobile device, the mobile application must be activated once again.
11. If the user does not use the mobile application for at least six months, we can deactivate it.

Mobile Authorisation	
How to start it?	The Customer enters the data of the service user: 1/ e-mail address to which we send the temporary ID, 2/ mobile phone number to which we send the activation code.
How to activate it?	1. The mobile application guides the user step by step. 2. The user who completes the activation receives the permanent ID and a confirmation in the mobile application.
How to use it?	The user uses Mobile Authorisation to authorise or reject orders and other instructions as follows: 1/ the user logs in into the mobile application by means of a PIN code or biometrics, 2/ the user checks that the order details in the authorisation notification are correct, 3/ the user accepts or rejects the order. Order rejection messages are displayed in the mBank CompanyNet system and the mobile application.

12. The Mobile Authorisation service is provided for a fee according to the Tariff. We charge the fee if the Customer has at least one mobile device registered and activated in the mBank CompanyNet system.

§ 13

The Customer can integrate its financial and accounting system with mBank CompanyNet using the mBank Company Connect service in accordance with the principles laid down in the Rules of Providing the mBank CompanyConnect Service in the Classic, Developer, and Partner Versions.

§ 14

1. We provide the API service (full name: mBank API), which is an additional access channel to the mBank CompanyNet system.
2. API is available to the Customer holding a permit issued by the competent authority within the meaning of the Payment Services Act. That includes the following service providers:
   1/ payment initiation service providers, or
   2/ account information service providers, or
   3/ card issuer service providers who provide the service of confirmation of availability of funds.
3. The Customer who uses API may grant the Bank its consent via the mBank CompanyNet system to provide:
   1/ the payment initiation service,
   2/ the account information service,
   3/ the confirmation of availability of funds in a payment account necessary to carry out a payment transaction.
4. We charge a monthly fee for the API service according to the Tariff.
5. The Customer may cancel the API service or any service provided under the API service at any time.

3. Identification of Users

§ 15

1. We provide each user or administrator with:
   1/ a permanent ID
   2/ a CC ID and CC PIN (optional).
   The user and administrator may define an alias.
2. We may also identify users in another manner agreed individually in the Agreement.
3. The user authorises orders in the mBank CompanyNet system with the use of tokens or electronic signatures (including signatures placed with the use of tokens). We agree the number of tokens, the token delivery method and the person authorised to collect tokens with the Customer.

§ 16

To protect the token from unauthorised use, the Customer is obliged to set a new PIN, making sure, in particular, that:
1/ it is different than “0000”, and
2/ the sequence used is not easy to guess (e.g. 1111, 1234).

4. Security of the mBank CompanyNet system

§ 17

1. We identify the Customer in the mBank CompanyNet system with a permanent ID (or an alias), while his authentication is based on a one-time password or an authorisation message generated by a token or a certificate.
2. If the Customer uses the system via a mobile device, we additionally identify the Customer with the unique ID of the mobile device.
3. During a telephone conversation, we may identify the Customer with the CC ID, while his authentication is based on the CC PIN.

§ 18

1. The Customer undertakes to take safety measures when using electronic banking on electronic devices, including mobile devices; in particular, the Customer undertakes to:
   1/ use legal software supported by the software provider,
   2/ download apps from authorised app stores only (Google Play, AppStore),
   3/ keep factory security settings of a device,

4/ use anti-virus and firewall software,
5/ not use automation apps,
6/ secure and never share:
a/ temporary and permanent identifiers, aliases, activation codes, passwords, tokens, certificate passwords, PINs, CC identifiers,
b/ electronic banking devices, including mobile devices.

2. We describe the security rules on our website at www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/.
3. The Customer is responsible for the operation of devices used to access electronic banking, including mobile devices, in particular when:
1/ they change factory security settings of the device,
2/ there is no anti-virus software installed on the device,
3/ they download and install malicious software or apps.
4. No apps or other mechanisms that remember identifiers, aliases, passwords and PINs can be installed on a computer, phone or any other mobile device the Customer uses to access electronic banking.

§ 19

1. If a token or certificate is lost, stolen, appropriated or used in an unauthorised manner, the Customer is required to:
1/ notify us as soon as possible by telephone or by electronic mail in the mBank CompanyNet system. Based on the notification, we block access to the banking system,
2/ confirm it as soon as possible in writing at a branch. Based on the confirmation, we issue a new token to the Customer.
2. We will block a token or a certificate if we suspect that:
1/ the Customer uses mBank CompanyNet in a way that violates the Regulations,
2/ a malicious app or software has been installed on the Customer's device or mobile device,
3/ an unauthorised person used mBank CompanyNet or submitted an instruction on behalf of the Customer.
In those cases, we inform the Customer immediately of the blocking of the token or certificate.
3. We may also temporarily restrict access to accounts or funds deposited in accounts for security reasons.
4. We notify the Customer of freezing accounts or funds by email or phone unless it is impossible or unadvisable for security or regulatory reasons.

§ 20

1. We unblock the token or deliver a new token (according to the Customer's instruction) if the reasons for maintaining the blockade cease to exist.
2. If the Customer requests unblocking of a blocked token in any form other than in writing, we unblock the token or issue a new token only when we get the notification in writing.
3. We remove the restrictions on accounts or funds as soon as possible after the reasons for their imposition cease to exist.

§ 21

1. The Customer is required to notify us as soon as possible about loss, theft, appropriation or unauthorised use of the mobile device:
1/ by calling the CC,
2/ in the mBank CompanyNet system while personally deactivating the mobile device.
2. We can block access to mBank CompanyNet on a mobile device if we suspect that:
1/ the Customer uses mBank CompanyNet in a way that violates the Regulations,
2/ a malicious app or software has been installed on the Customer's device or mobile device,
3/ an unauthorised person used mBank CompanyNet or submitted an instruction on behalf of the Customer. If Mobile Authorisation is active on the device, it will be blocked as well.
3. We notify the Customer as soon as possible that access to the mBank CompanyNet system via a mobile device is blocked.

§ 22

1. We verify the IP addresses of devices by means of which the Customer connects with us. In particular, we use the lists of IP addresses which pose a potential threat to the Bank's or the Customer's security. These could be IP addresses used for:
1/ phishing, sending spam, or
2/ other purposes contrary to the law.
2. We block the IP address used by the Customer in the manner described above and inform the Customer thereof if it cannot connect with the mBank CompanyNet system.
3. We unblock a blocked IP address within a month once the Customer:
1/ has verified the IP address,
2/ has eliminated the threat referred to in paragraph 1, and
3/ has informed us in writing that the above activities have been completed successfully.
4. We will block access to the mBank CompanyNet system if the Customer attempts to connect using an IP address of a high-risk third country, as identified by the European Commission in a delegated act adopted under Article 9 of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (Directive 2015/849).
5. We will block the connection with the mBank CompanyNet system if the Customer attempts to establish connection from a country subject to sanctions (or in its vicinity). We publish the list of such countries on our website.

§ 23

1. We can temporarily suspend the execution of an order or refuse to execute an order to ensure the security of funds in the account if:
1/ we suspect that the Customer placed the order as a result of fraud or abuse,
2/ we have doubts as to whether the transfer amount is in accordance with the Customer's wish.
2. The measures referred to in paragraph 1 and other preventive measures aiming to ensure the security of electronic payments do not constitute a breach of the terms and conditions of the Agreement by the Bank. We execute a suspended order once the reason for its suspension ceases to exist. If we have doubts about whether a transfer was made with the knowledge and consent of the Customer, we try to contact the mBank CompanyNet system user entitled to authorise orders. In such a situation, we reserve the right not to execute a transfer that raises doubts or a transfer that we did not manage to confirm over the phone with the Customer.
3. The Customer declares that the data of users provided in the mBank CompanyNet System User Card and in the Identity Card together with information on processing of personal data (or confirmed by the user according to the second sentence of § 7 paragraph 2 point 4 sent. 2), including phone numbers and e-mail addresses, are valid. If any of the user data change, the Customer agrees to update the mBank CompanyNet System User Card and the Identity Card together with information on processing of personal data (or the user confirms the data according to the second sentence of § 7 paragraph 2 point 4 sent. 2). We accept no liability for damage caused by the Customer's failure to update user data.

4. We require up-to-date and valid personal data of the mBank CompanyNet system user for the purpose of identification necessary for:
   1/ correct execution of orders and
   2/ compliance with obligations arising from generally applicable law.
5. Where we do not have up-to-date personal data of the user, we can block the user's access to mBank CompanyNet or their rights to authorise orders or rights to use the FX platform and to conclude Transactions.
6. We will unblock access to mBank CompanyNet or rights to authorise orders after the Customer has updated the data.We may temporarily suspend or reject a transaction connected with a high risk third country identified by the European Commission in the delegated act taken in accordance with Article 9 of Directive No. 2015/849 if, within the specified time limit, the customer does not provide us with additional, sufficient information and explanations regarding:
   1/ the customer and the beneficial owner,
   2/ the intended nature of the business relationship,
   3/ sources of wealth of the customer and the beneficial owner, and sources of assets available to the customer and the beneficial owner within business relationships or transactions,
   4/ information on the reasons for and circumstances surrounding the intended or executed transactions.

§ 24

1. We present the security rules and the Customer's obligations related thereto on our website at www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/ and on the mBank CompanyNet system login page.
2. The Customer agrees to review such information at least on a weekly basis.
3. The Customer is liable for any breach of the provisions of § 18-23 and paragraph 1, in particular for orders placed in connection with any breach of these provisions and the security rules referred to in § 18.

5. Rules for Execution of Orders Authorised with Electronic Signatures Verified by Means of a Certificate (not applicable to electronic signatures created using a token)

§ 25

1. The provisions of this chapter apply only to electronic signatures verified with the use of a certificate (they do not apply to electronic signatures placed with the use of tokens).
2. The Customer may use electronic signatures in the mBank CompanyNet system. If that is the case, we identify the Customer using the permanent ID. The Customer is authenticated using an electronic signature.
3. The Customer may obtain a certificate from a trust service provider (within the meaning of Regulation No. 910/2014; information concerning trust service providers is available on our website in the section dedicated to certificates):
   1/ directly, or
   2/ via our agency by filing an "Application for purchase of a certificate in mBank CompanyNet".
4. The Customer uses electronic signatures in the mBank CompanyNet system once the certificate is activated in the system, i.e.:
   1/ the Customer should submit a correctly completed mBank CompanyNet System User Card, and
   2/ register the certificate in the mBank CompanyNet system.
5. The Bank activates the certificate as soon as possible, no later than on the next business day after the day on which the user registers the certificate in the mBank CompanyNet system. We may refuse activation of a certificate which is not a qualified certificate for electronic signature within the meaning of Regulation No. 910/2014, without stating the reasons.
6. We may purchase a certificate for the Customer if the Customer provides such instructions in a correctly completed "Application for purchase of a certificate in mBank CompanyNet".
7. The Customer cannot register in the mBank CompanyNet system any certificates which include:
   1/ exclusively the alias of the person placing an electronic signature (without specifying such person's first name and surname), or
   2/ a limitation on the validity of the certificate, excluding its use under the Agreement.
8. A certificate used by the Customer must clearly identify the user who uses such certificate by means of the following data: first name, surname, PESEL. We accept no certificates that do not include such data.
9. Under the Agreement, we accept the highest transaction limit as specified in the content of the certificate.
10. The Customer is required to present at the Bank, whenever requested:
   1/ the certification policy under which the certificate was issued to the Customer,
   2/ the agreement on providing trust services concluded between the Customer and the trust service provider.
11. The Customer undertakes to protect the following against unauthorised third-party access:
   1/ data used to create the electronic signature, and
   2/ devices for electronic signature creation, being at their sole disposal.
12. The Customer is responsible for any breach of the provisions of paragraph 7 and paragraph 11. In particular, the Customer is charged with transactions executed under orders placed in connection with a breach of those provisions.
13. We do not execute orders if:
   1/ the Customer signs the order with an electronic signature which has not been positively verified with a valid certificate,
   2/ the certificate is suspended (also after the suspension of the certificate has been revoked),
   3/ the certificate has been revoked.
14. We execute orders signed electronically as soon as possible after checking the electronic signature. The exception is where orders are time stamped (within the meaning of Regulation No. 910/2014) at the time of creating the electronic signature. In that case, the Bank executes the orders as soon as possible after they are time stamped by a trust service provider and the Bank checks the electronic signature.
15. In the case of orders placed with an electronic signature, we apply the order execution deadlines subject to the provisions of paragraph 14, unless the Agreement provides for different execution deadlines.
16. We are not liable for the operation of devices for electronic signature creation (within the meaning of Regulation No. 910/2014) that are at the sole disposal of the Customer.
17. The Customer acknowledges and accepts the fact that we do not accept notifications in matters concerning:
   1/ the operation of electronic signatures and the revocation or suspension of a certificate issued by a trust service provider to the Customer (within the meaning of Regulation No. 910/2014)
   2/ the operation of devices for electronic signature creation (within the meaning of Regulation No. 910/2014).
18. If any of the problems described above occur, the Customer should approach the trust service provider. We are liable exclusively for the correct operation of the mBank CompanyNet system.

6. Access to Bank Information and Electronic Documents

§ 26

1. The Customer agrees to read the Bank's banking information at least once a week.
2. We provide the Customer in the mBank CompanyNet system with the following information:
   1/ the account balance as at a given day and time,
   2/ transactions in bank accounts, (available within 2 years from the date of booking a transaction),
   3/ booked and rejected orders (available within 1 year from the date of executing or rejecting an order).
3. At the request of the Customer, we provide the Archive module when:
   1/ the administrator activates the service in the mBank CompanyNet system,
   2/ the Customer files a written statement with a branch. We execute the request on the next business day following the day when we receive the statement.
4. The Customer may cancel the Archive service at any time when:
   1/ the administrator deactivates the service in the mBank CompanyNet system,
   2/ the Customer files a written statement with a branch. We modify authorisations in the mBank CompanyNet system on the next business day following the day when we receive the statement.

   If the Customer cancels the service, the Customer may activate it again.
5. We provide information in the Archive module concerning transactions in bank accounts of the Customer two years after booking them. We delete such information six years after they are booked in the Customer's account.
6. The Customer may define independently or in cooperation with us a shorter term after which information concerning balances and transactions in accounts is transferred to the Archive module. We delete information concerning booked and rejected orders from the Archive one year after the date of their execution or rejection.
7. We charge a fee for the Archive module according to the Tariff after the first archiving of transactions or orders.
8. We also provide the Customer in the mBank CompanyNet with other banking information, in particular reports and information in the Liquidity module.
9. The Customer has access in the Liquidity module to information concerning:
   1/ accounting and forecast balances,
   2/ total amount of orders submitted in the mBank CompanyNet system as at a given day, broken down by type or order,
   3/ other accounting events affecting the forecast balance, including data on deposits and loans,
   4/ events forecast by the Customer.
10. Documents containing banking information referred to in paragraph 2 and paragraph 5 do not substitute bank documents unless their contents provide otherwise.
11. We provide reports to the Customer for a limited period of time specified for a given report. If the Customer fails to download a report during such period of time, we charge additional fees for its later provision according to the Tariff.
12. The forecast balance is to be used solely for analytical purposes. We calculate it on the basis of:
    1/ booked items,
    2/ items to be executed in the future,
    3/ items resulting from the Customer's forecasts.
13. The service of generating electronic statements can be activated by:
    1/ the administrator in mBank CompanyNet,
    2/ the Bank's employee based on the Customer's written instruction.
14. Downloading generated electronic statements is available only to those mBank CompanyNet users who hold access rights to information on balances, debits/credits, and MT94x and CAMT files.
15. After commencing the provision of electronic statements, the Bank will start collecting fees in monthly settlement periods. The settlement period starts on the calendar day following the day on which the fee is collected and ends on the calendar day on which the fee is collected. For a new Customer, the first settlement period runs from the activation until the date of charging the fee.
16. We will charge a fee for electronic statements in arrears (for the previous settlement period) on the 4th calendar day of each month or on the day agreed individually with the Customer. We will always charge a fee in full amount for the entire settlement period. The fee cannot be reimbursed.
17. When the administrator deactivates the provision of electronic statements in the mBank CompanyNet system, we deactivate the fee in the subsequent settlement period.
18. The absence of turnover on the accounts, as a result of which electronic statements are not generated, does not constitute the basis for refunding the collected fee.
19. By default, we provide the Customer with the Business News module, i.e., latest domestic and world news other than banking information referred to in paragraphs 2 and 5. We may send notifications of new information available in the module by e-mail with the consent of the Customer. The e-mail address should be provided at news.companynet.mbank.pl/mib/hn upon prior authentication.
20. The Customer may resign from the Business News at any time when:
    1/ the administrator deactivates the service in mBank CompanyNet (in this case we stop charging the fee starting from the next settlement period),
    2/ the Customer files a written statement with a branch. We will then change authorisations in the mBank CompanyNet system on the next business day following the day of receipt of the statement.
21. We can reactivate the service at the Customer's request when:
    1/ the administrator activates the service in the mBank CompanyNet system,
    2/ the Customer files a written statement with a branch. We will process the request on the next business day following the day of receipt of the statement.
22. Information is available at news.companynet.mbank.pl/mib/hn, tagged as "PAP". That means that it 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 Warsaw. The service is 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. We use such information under a licence agreement. The users of news.companynet.mbank.pl/mib/hn are prohibited from using the service in any way whatsoever save for the exceptions provided for in law, in particular permissible personal use.
23. The provisions of paragraph 22 apply accordingly to information available in the Business news module supplied by other providers.
24. The service is free of charge in the first three months; after that, we charge a fee according to the Tariff.
25. The Customer is exclusively liable for the method and results of using the information made available by us.
26. 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 the mBank CompanyNet system. The Customer uses it in accordance with the agreement concluded between the Customer and mFaktoring S.A. Logging out of the service does not result in being automatically logged out of the mBank CompanyNet system.

§ 27

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

7. General Principles of Execution of Orders

§ 28

1. The Customer authorises orders using an electronic signature (including an electronic signature created using a token).
2. We only execute those orders which are properly authorised by users:
   1/ whom the Customer granted authorisation rights on the basis of the mBank CompanyNet System User Card and the Authorisation Scheme Card,
   2/ whose Identity Cards together with information on processing of personal data have been provided to us by the Customer (or the user confirmed their data in accordance with the procedure set out in § 7 paragraph 2 point 4 sentence 2).

§ 29

1. We enable the Customer to cross-check a beneficiary's account against the whitelist using the flat file containing a list of VAT payers provided to the Bank by the Ministry of Finance. In order to cross-check a beneficiary's account against the flat file, one needs the beneficiary's tax identification number (NIP) and settlement account number. A cross-check can be made on the day of debiting the account.
2. Orders submitted by the Customer in the CompanyNet system tagged as requiring a cross-check of the beneficiary's account against the whitelist are executed by the Bank only if the beneficiary's account is found on the list for the beneficiary's NIP number given in the order.
3. If the Customer wishes to execute an order that has been rejected by the Bank due to the fact that the beneficiary's account was not found on the whitelist, the Customer must place the order again without the tag.
4. We are not responsible for:
   1/ a beneficiary's account missing from the whitelist and for an order not being executed in accordance with paragraph 2,
   2/ executing an order to an account missing from the whitelist, if the Customer did not order the Bank to cross-check this account against the whitelist,
   3/ invalid NIP number of a beneficiary given in the Customer's order.

§ 30

1. The Customer may submit orders both on business days and on non-business days.
2. We deem a payment order to be received by the Bank when the Bank receives the Customer's order that is correctly filled in. However, if the Bank receives a payment order on a non-business day, it shall be deemed received by the Bank on the first business day thereafter.
3. If we receive a payment order after the cut-off time specified by the Bank, we deem it to be received by us, within the meaning of the Payment Services Act, on the next business day for the Bank.
4. We present detailed information concerning order execution in the Bank's operating rooms and on our website at www.mbank.pl/informacje-dla-klienta/msp-korporacje/.
   That includes the following information:
   1/ cut-off times,
   2/ order execution deadlines,
   3/ forms and methods applied by us to cash settlements.

§ 31

1. Subject to the provisions of § 30, the Customer may submit orders with a future execution date to the Bank.
2. If a future order execution date falls on a non-business day, we assume that we received the order on the first business day following the non-business day.

§ 32

1. We execute orders of the Customer denominated in the zloty or in a foreign currency included in the mBank S.A. Table of Exchange Rates.
2. If it is necessary to convert the order amount, we settle the order using the exchange rate determined by the Bank on the basis of the exchange rate currently applicable on the Foreign Exchange Market (definition in the Description of FX Transactions) at the time of order execution, which cannot be worse than the buy or sell rate from the mBank S.A. Table of Exchange Rates applicable at the time of order execution.
3. If we have to convert the amount of an order between accounts maintained within the Bank or 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. We can set out different rules for executing foreign currency orders in separate agreements with the Customer.

§ 33

1. An order placed by the Customer is binding on the Customer and is a final instruction for the Bank to:
   1/ charge the bank account of the Customer kept with the Bank, subject to paragraphs 2 and 6,
   2/ credit the bank account indicated in the order, except for an instruction to execute a postal order.
2. We execute orders placed by the Customer with the tag "Awaiting funds" according to the Customer's instruction when funds are available in its account.
3. The maximum waiting time for funds is up to 9 business days.
4. The waiting time for funds for orders to open a deposit is limited by the cut-off time for accepting such orders for execution on the order execution day.
5. The Customer may change the time of waiting for funds. The change is effective upon introducing it for all orders which have not been processed by the Bank.
6. The Customer may cancel a submitted order up to the day preceding the order execution date inclusive. We may charge a fee for order cancellation according to the Tariff.
7. The Customer may withdraw an order awaiting funds no later than the time when funds which enable the execution of the properly placed order are present in its account.

§ 34

1. The Customer authorises us to debit its bank account with the amount of executed orders.
2. We debit the Customer's account at the time of executing an order, unless other agreements between the Customer and the Bank provide otherwise.

3. At the time of debiting the account the Customer is required to have sufficient funds in the account to cover the order amount plus fees and commissions due for the order.

§ 35

1. We confirm the execution of orders with bank account statements pursuant to the Agreement.
2. Bank account statements contain in particular information concerning:
   1/ executed orders and resulting settlements,
   2/ charged fees and commissions.
3. We provide the Customer in the mBank CompanyNet system as soon as possible after the execution of an order with an electronic confirmation of its execution.
4. The Customer may also submit instructions other than orders referred to in § 2 point 49 (e.g., instruction to issue the confirmation of a bank transfer, complaint, etc.) by e-mail. Such instructions are available in the mBank CompanyNet system for maximum 180 days after the date on which the Bank accepts an instruction for execution.

§ 36

We are not liable for the loss, distortion or delay in the execution of an order arising for reasons beyond the Bank's control during the transmission of the order by means of any fixed line or wireless communication devices or for the effects of the execution of the Customer's order.

§ 37

We accept no liability for damage caused by circumstances beyond the Bank's control, in particular, force majeure or actions of public authorities.

§ 38

1. The provisions of § 26, § 30-31 and § 32 paragraph 1 do not apply to direct debits and the Qlips order (we execute them under other agreements) and orders executed in additional modules and transactional platforms (the terms of their execution are stipulated in separate regulations referred to in these Regulations).
2. The provisions of § 33-35 do not apply to loan disbursement orders. We execute such orders on the terms defined in separate loan agreements to the extent not governed by the Agreement.

§ 39

The detailed conditions for the execution of orders to set up, change the terms of and cancel term deposits are contained in the following regulations, respectively the "Description of Term Deposits" together with the "Rules of Cooperation for Financial Market Transactions" or the "Rules of Cooperation for Financial Market Transactions for institutional clients".

§ 40

The rules for settling domestic and international payments, as well as postal orders, are set forth in Appendix to the Regulation – "Rules for Executing Payments at mBank".

8. Specific Rules for Execution Loan Disbursement Orders

§ 41

1. The Customer, who can view a loan in the mBank CompanyNet system, may submit an order to disburse a loan.
2. We execute a loan disbursement order which is:
   1/ correctly prepared, authorised and submitted by the Customer, provided that the Customer submits the necessary documents to the Bank (if required under the loan agreement),
   2/ successfully checked by the Bank (including content and form checks), provided that the Bank successfully verifies the documents (if required under the loan agreement).
3. We execute a loan disbursement order as follows:
   1/ the Bank credits the loan disbursement amount to the Customer's bank account (which can be viewed in the mBank CompanyNet system), or
   2/ the Bank executes a domestic or international transfer using the loan disbursement amount in accordance with the provisions of these Regulations. A domestic or international transfer amount may include the Customer's own funds in its account (which can be viewed in the mBank CompanyNet system).

§ 42

We provide the Customer in the mBank CompanyNet system with electronic confirmations of the execution of loan disbursement orders in the form of a domestic or international transfer.

9. Special Rules for Execution of Loan Repayment Orders

§ 43

1. The Customer, who can view a loan in the mBank CompanyNet system, may submit an order to repay a loan early, before the time limit provided for in the loan repayment schedule included in the loan agreement.
2. We accept an order to repay a loan early provided that:
   1/ the Customer is entitled to make an early loan repayment according to the loan agreement concluded between the Bank and the Customer,
   2/ the date of loan repayment indicated by the Customer falls before the time limit provided for in the loan repayment schedule,
   3/ funds in the account from which the loan repayment is to be made are sufficient to cover the repayment plus interest, fees and commissions due to the Bank under the loan agreement.

§ 44

1. If a loan repayment order does not meet our requirements for early loan repayment, we reject the order on the date indicated by the Customer in the order.
2. We provide information concerning the refusal to execute a loan repayment order in the mBank CompanyNet system (we update the status of the order).

§ 45

We provide the Customer in the mBank CompanyNet system with electronic confirmations of the execution of loan repayment orders.

§ 46

We charge a fee for early loan repayment according to the loan agreement concluded between the Bank and the Customer.

10. Special Rules for Execution of Orders for Mass Payment and Mass Payment Plus

§ 47

1. We provide the Customer with the product Mass Payment or Mass Payment Plus on the basis of the Agreement or a separate instruction of the Customer approved by the Bank.
2. The rules for executing a Mass Payment and a Mass Payment Plus are set forth in the "Rules for Executing Payments at mBank".

11. Special Rules for Execution of Orders in the Trade Finance Module

§ 48

1. The Customer may place trade finance orders in mBank CompanyNet system.
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 "Rules of Providing and Handling Trade Finance Products in the mBank CompanyNet Internet Customer Service System of mBank S.A.".
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 "Rules of Providing and Handling Trade Finance Products in the mBank CompanyNet Internet Customer Service System of mBank S.A." shall apply; each time the "Rules of Providing and Handling Trade Finance Products in the mBank CompanyNet Internet Customer Service System of mBank S.A." 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 "Rules of Providing and Handling Trade Finance Products in the mBank CompanyNet Internet Customer Service System of mBank S.A.").

12. Specific Principles of Fulfilment of Instructions under the Cash module

§ 49

1. The Customer may have access to the Cash module in the mBank CompanyNet system. We allow the Customer to place open cash withdrawal orders (including open cash withdrawals in branches of Poczta Polska) and closed cash withdrawal orders, subject to the provisions of paragraphs 3 and 6.
2. The Customer places open cash withdrawal orders (including open cash withdrawals at branches of Poczta Polska) and closed cash withdrawal orders using relevant electronic forms in the mBank CompanyNet system.
3. To be able to place closed cash withdrawal orders in the Cash module, the Customer must submit an Application for Cash Services at the Bank.
4. The rules of execution of open cash withdrawal orders are laid down in the Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.".
5. On behalf of the Bank, the Customer provides the persons whose data were included in the contents of an order with the data processing statement for customers making open withdrawals at Poczta Polska. The statement is available at: www.mbank.pl/pomoc/dokumenty/msp-korporacje/obsluga-biezaca/obrot-gotowkowy/.
6. The rules for executing open cash withdrawal orders at Poczta Polska branches are laid down in the "Detailed Rules for Executing Open Withdrawals at Branches of Poczta Polska" available at www.mbank.pl/aktualnosci/msp-korporacje.
7. The rules for executing closed cash withdrawal orders (instructions) are laid down in the "Regulations for Cash Services" or in the "Regulations on Closed Cash Withdrawals".
8. Cash orders other than those referred to in paragraph 1 are available in the Cash module under individual arrangements between the Bank and the Customer.

13. Special Rules for Execution of Orders in the Cards Module

§ 50

1. In the additional Cards module, the Customer may:
   1/ view and manage debit cards,
   2/ view and manage corporate payment cards, i.e., cards that we issue and support under the Regulations of mBank S.A. Corporate Payment Cards (hereinafter referred to as "corporate payment cards"). The Customer may also access the lists of operations executed with the use of such cards,
   3/ view, manage and submit orders relating to prepaid payment cards of mBank that we issue and support under the prepaid cards regulations.
2. As part of management of debit cards and prepaid payment cards, the Customer may:
   1/ change the (daily and monthly) card limits,
   2/ block cards,
   3/ change the terms of prolonging the card validity for the following period.
3. As part of management of corporate payment cards, the Customer may:
   1/ activate cards,
   2/ change card limits – the monthly card limit and authorisation limits (daily and monthly),
   3/ temporarily increase the card limit (in emergencies),
   4/ order a card duplicate,
   5/ block cards,
   6/ change the terms of prolonging the card validity for the following period,
   7/ early repay a card limit for charge cards and increase the card limit.

4. In addition, as part of services for prepaid payment cards, the user may in particular:
   1/ request cards (the types of cards selected by the Customer) – orders for cards result in the issue of cards by the Bank,
   2/ activate cards (to use the card, in particular make transactions with the card) – activation of a card by the Customer,
   3/ top up cards (also online) – the balance of available funds may be increased in the manner defined in the Regulations for Prepaid Cards or with a top-up file. The file must have the format required by the Bank and contain information on card numbers and the corresponding top-up amounts. The total top-up amount cannot exceed the amount of funds available in the account which we charge with the top-up amount.
5. To execute an online top-up, the Customer is required to submit an order from an account marked in the mBank CompanyNet system as the "online account" (the balance may be viewed at any time). We execute such orders as soon as possible.
6. The scope of available orders may change as the mBank CompanyNet system continues to develop. We provide users at each time with an electronic message announcing changes to the functionalities of the mBank CompanyNet system.
7. We provide the Customer with reports on the execution of orders submitted by the Customer, in particular:
   1/ card requests,
   2/ card top-ups.
8. We provide reports to the Customer at each time in electronic form in the mBank CompanyNet system.
9. We are liable for the execution of the Customer's instructions according to their contents. The Customer is liable for any errors in the contents of instructions.
10. The rules for the submission by the Customer and the execution by the Bank of orders for debit cards and prepaid payment cards are governed by:
    1/ the Agreement on Payment Cards for a Corporate Customer – for debit cards,
    2/ the Agreement to issue and manage Prepaid Payment Cards of mBank S.A. (it also governs the rules for the submission of orders other than those referred to in paragraph 2),

    and the regulations referred to therein.
11. If the agreements referred to in paragraph 10 provide that an order must be made in writing (in order for the Customer's statement of intent to be valid), the Parties consider that this requirement is fulfilled where the Customer submits such orders in the Cards module.

14. Special Rules for Concluding Transactions

§ 51

1. The Customer may gain access to FX mPlatform in mBank CompanyNet, on which the Customer may conclude Transactions.
2. In order to gain access to FX mPlatform the Customer must conclude a Framework Agreement with the Bank.

15. Restrictions to Fulfilment of Orders

§ 52

The Customer may freely use cash in the current or auxiliary bank account:
1/ up to the current balance,
2/ in accordance with the applicable provisions of the law,
3/ subject to the restrictions arising from the agreements signed by the Bank and the Customer.

§ 53

1. We refuse to execute orders if they are in conflict with:
   1/ the Agreement (and the loan agreement, if any, for loan disbursement orders),
   2/ the Regulations, or
   3/ the provisions of the law.
2. We may refuse to execute an order if the balance of the Customer's account is insufficient to execute the order and pay our fees and commissions.
3. We may refuse to execute an order submitted by an mBank CompanyNet system user entitled to authorise orders who fails to comply with the obligation to deliver to the branch the "Identity Card together with information on processing of personal data" (or the user's confirmation of data according to the second sentence of § 7 paragraph 2 point 4 sent. 2) or update the user's data following any change.
4. We may refuse to execute an order submitted by an mBank CompanyNet system user entitled to authorise orders until the end of the business day following the day on which the user complies with the obligation to deliver to the branch the "Identity Card together with information on processing of personal data" (or the user's confirmation of data according to second sentence of § 7 paragraph 2 point 4 sent. 2) or update the user's data following any change. This period is necessary to enter the personal data of the user into the banking system.
5. If the Customer enters an incorrect NRB ID or incorrect IBAN ID in an order, we may refuse to execute the order. Incorrect NRB ID or incorrect IBAN ID is 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 16 and 17.
6. If we refuse to execute an order, we notify the user thereof. In cases mentioned in paragraphs 3-5, we provide the information about the refusal to execute an order to the user via a message available in the mBank CompanyNet system. The message is displayed to the user when placing an order.
7. We may charge a fee for a notification of refusal to execute an order if it is justified. The amount of the fee is defined in the Tariff.

§ 54

We do not execute an order if it is submitted by a user with an incorrect onetime password.

§ 55

1. In order to strengthen security, the Customer using the mBank CompanyNet system may define a list or scopes of acceptable IP addresses from which users may log into the mBank CompanyNet system.
2. The Customer defines the acceptable IP addresses (or their scope) in the mBank CompanyNet System User Card submitted by the Customer to the Bank. The IP address restrictions are activated no later than the next business day after the appendix is submitted.
3. If the Customer defines a list or scope of acceptable IP addresses, users cannot log in on devices whose IP addresses are different than defined by the Customer.
4. If the Customer fails to define a list or scope of acceptable IP addresses:
   1/ we assume that users log in from any IP address,
   2/ the Customer is liable for any damage arising as a result of unauthorised use of data authenticating users contrary to the law or rules of social co-existence.

16. Principles for Calculating Interest

§ 56

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 held by the Customer are laid down in the Description of Term Deposits".

17. Commissions and Fees

§ 57

1. We charge fees and commissions for actions specified in the Regulations in accordance with Chapter I of the Tariff. It constitutes an integral part of the Agreement.
2. We additionally charge postal fees for the processing of an instruction to execute a postal orders as per the current price list of Poczta Polska. It is available on our website at www.mbank.pl/informacje-dla-klienta/msp-korporacje/.
3. We charge fees for the execution of a Mass Payment or Mass Payment Plus order according to the Agreement or a separate instruction of the Customer approved by us.
4. We charge fees for the execution of a loan disbursement order according to the Tariff (for the execution of a domestic or international order). However, if the credit agreement provides for a different fee for the execution of this order, the Bank charges the fee stipulated in the credit agreement.
5. Fees and commissions concerning the additional modules and transaction platforms referred to in § 2 point 11 are set out in agreements and regulations referred to in § 4 paragraph 1.
6. The type and amount of fees and commissions is subject to change. Changes depend in particular on the service costs incurred by us, including market parameters such as inflation, exchange rates and reference interest rates fixed by the NBP.
7. The Tariff is introduced by the President of the Bank's Management Board in the form of an order.

§ 58

1. Amendments to Chapter 1 of the Tariff, constituting an appendix to the Agreement, will be published at: www.mbank.pl/aktualnosci/msp-korporacje. We will provide the information on the publication date of the amendments and their effective date together with the amended appendix. The day of the delivery of the amended appendix is considered to be the eighth day from the date of its publication on the Bank's website.
2. The Customer undertakes to read the information for Customers published at: www.mbank.pl/informacje-dla-klienta/msp-korporacje/ at least once a week.
3. If the Customer does not submit in writing their refusal to accept the introduced amendments within 14 days following the date of delivery of Chapter 1 of the Tariff constituting appendix to the Agreement, this is deemed as the Customer's approval of the new appendix, binding upon the Parties as of its effective date.
4. The Customer's refusal to accept amendments to the banking fees and commissions within the time limit referred to in paragraph 3 is considered the termination of the bank account agreement by the Customer (in line with § 61 paragraph 1).
5. The current rates of the Tariff and the information on changes in the rates are available in the Bank's operating rooms or published on the mBank Group's website at: www.mbank.pl/aktualnosci/msp-korporacje.

§ 59

1. The Customer authorises us to charge its bank account with fees and commissions due to the Bank, including any fees and commissions of a bank acting as intermediary in the execution of an order.
2. We charge the Customer's account with fees and commissions for the execution of an order at the time the order is being executed unless other agreements signed by the Bank and the Customer provide otherwise.

18. 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"

§ 60

1. We can amend the provisions of the Regulations during the Agreement term.
2. The new wording of the Regulations or the information on the amendments is provided to the Customer:
   1/ via the link on the mBank CompanyNet system login page, and
   2/ at www.mbank.pl/aktualnosci/msp-korporacje.
3. We include the information on the publication date of the amended Regulations and their effective date on the mBank CompanyNet system login page and at www.mbank.pl/aktualnosci/msp-korporacje.
4. The day of the delivery of the amended Regulations is considered to be the eighth day from the date of their publication at www.mbank.pl/aktualnosci/msp-korporacje.
5. The Customer undertakes to read, at least once a week, the information published:
   1/ on the mBank CompanyNet system login page,
   2/ at www.mbank.pl/aktualnosci/msp-korporacje.
6. The Customer's refusal to accept amended provisions of the Regulations should be filed in writing. The Customer's refusal should be placed within 14 days from the receipt of the new wording of the Regulations or of the notification of the amendments to the Regulations. The Customer's refusal is considered the termination of the Agreement (in line with § 61 paragraph 1).
7. If the Customer does not submit in writing their refusal to accept the amended Regulations within 14 days from the date of delivery, this is deemed as the approval of the amended Regulations.

§ 61

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.

§ 62

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

§ 63

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

§ 64

1. Amendments to the provisions of the Agreement, subject to § 58 and § 60 of the Regulations and subject to changes in the Description of Term Deposits, may only 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.

19. Final Provisions

§ 65

1. The Customer is responsible for submitting the "Identity Card together with information on processing of personal data" (or the user's confirmation of data according to the second sentence of § 7 paragraph 2 point 4 sent. 2) for each mBank CompanyNet system user entitled to authorise order or use the FX platform and conclude Transactions.
2. The Customer is responsible for immediate updating of personal data by each mBank CompanyNet system user entitled to authorise orders or use the FX platform and conclude Transactions in the scope defined in the "Identity Card together with information on processing of personal data".
3. The persons referred to in paragraph 1 update their personal data:
   1/ at a branch (it is necessary to produce an ID document),
   2/ according to the second sentence of § 7 paragraph 2 point 4 sent. 2.

§ 66

The Customer agrees not to deliver any illegal content to the Bank through the mBank CompanyNet system.

§ 67

1. We may withhold the provision of services in the mBank CompanyNet system if a failure in the computer system or in the telecommunications system of the Bank makes it impossible, until such a failure is remedied.
2. Withholding of services due to a failure in the computer system or in the telecommunications system is not a breach of the Agreement by the Bank.
3. If it is impossible to set up a telecommunication connection allowing to obtain information concerning the account status through the mBank CompanyNet system, we provide information concerning the account status by phone, following the identification and authentication of the Customer, via the CC.
4. The information referred to in paragraph 3 is provided to users or administrators solely in the scope corresponding to the scope of rights of the users or administrators defined on the basis of the appendices, and in particular the right to view the Customer's account in the mBank CompanyNet system.

§ 68

We reserve the right to carry out maintenance works in the mBank CompanyNet system. We notify the Customer of the time of such works appropriately in advance. Information on the temporary inaccessibility of the mBank CompanyNet system is published on the mBank CompanyNet system website or otherwise communicated to the Customer.

§ 69

1. We are a personal data controller of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement.
2. With a view to concluding and performing the Agreement, we process personal data of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement.
3. We process data of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement also:
   1/ for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, for the purposes of creating, monitoring and changing internal methods as well as methods and models pertaining to prudential requirements, including operational risk, handling complaints, asserting claims, preventing frauds, performing obligations arising from the applicable law, in particular AML, FATCA, CRS, MiFID, and archiving,
   2/ in order to provide the Customer with marketing materials concerning own services and products of the Bank and subsidiaries of the mBank Group. The list of mBank Group subsidiaries is available on the website mbank.pl under the mBank Group tab.
4. We process personal data of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement for the period necessary to conclude and perform the Agreement to which the Customer is a party, and subsequently for a period of ten years after the end date of the Agreement or for another period of limitation of potential claims. We anonymise the personal data after the lapse of that period.
5. The Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement:
   1/ have the right to access and rectify their data, as well as the right to data portability, and
   2/ may demand erasure of data, restriction of the processing, or object to the processing.
6. The Data Protection Officer is a Bank employee who may be contacted at the following e-mail address: Inspektordanychosobowych@mbank.pl.
7. We describe how we process personal data in the GDPR package available at www.mbank.pl/pdf/rodo/pakiet-rodo.pdf.
8. Any complaints about how we process personal data may be lodged with the President of the Personal Data Protection Office who is the supervisory authority responsible for protection of personal data.

9. The execution of international transfers via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may result in the government of the United States of America having access to the personal data of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement. The American authorities have undertaken to use the personal data only for the purpose of counteracting terrorism, respecting the guarantees provided for in the European system of personal data protection.
10. We may disclose data, including personal data of the Customer, its representatives and other persons acting on behalf of the Customer in connection with the performance of the Agreement, to entities entrusted by us with data processing (including for the purpose of the performance of agreements on rendering services for the benefit of the Bank).
11. We may provide data on liabilities arising from the agreement, including the Customer's personal data, to:
    1/ Banking Register System (System Bankowy Rejestr, "BR") – a database for which the Polish Bank Association acts as the data controller, operating pursuant to the Act of 29 August 1997 – the Banking Law,
    2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau, "BIK") operating pursuant to the Act of 29 August 1997 – the Banking Law,
    3/ business information bureaus operating on the basis of the Act on the Provision of Business Information and Exchange of Business Data of 9 April 2010, if:
        a/ the overall amount of liabilities to the Bank is at least PLN 500,
        b/ the payment or payments are at least 30 days past due,
        c/ at least one month has passed since the Bank sent a call for payment to the Customer including a warning of its intention to transmit the data to the bureau.

§ 70

1. The Customer may file a complaint about the services provided by the Bank under the Agreement:
    1/ in any mBank's branch that provides customer service. We have published the list of mBank's branches together with their addresses on the official website of mBank;
    2/ in writing or in speech (on the telephone or by contacting our employee) and
    3/ electronically, in particular, via the mBank CompanyNet system.
2. A complaint should include:
    1/ detailed description of the incident raising reservations,
    2/ Customer's expectations as to the manner of handling the complaint,
    3/ the Customer's bank account number, name, Statistical ID No (REGON),
    4/ as well as details of the person filing the complaint (first name, surname, telephone number and e-mail address).
3. We will handle the complaint as soon as possible. The complaint should be handled within 15 business days from the date of its receipt by the Bank. In particularly complicated cases, we will prolong the complaint handling process to a maximum of 35 business days. We will notify the Customer of this fact.
4. After the complaint has been handled, we will notify the Customer of the results. Replies to complaints are provided in writing or with the use of another durable medium.
5. Should the complaint be rejected, the Customer may request the Bank to reconsider the complaint. The Customer files the request in writing within 14 days from the date of receipt of the reply to the complaint, providing the data referred to in paragraph 2.
6. Regardless of the complaint handling process, the Customer has the right to assert claims against the Bank in accordance with generally applicable provisions of the law.
7. The Polish Financial Supervision Authority supervises our operations.

§ 71

In case when the mBank CompanyNet system administrator cannot perform the configuration changes to which he/she is entitled:
1/ for reasons beyond the control of the Bank, the Customer may instruct us to perform such changes. The appendices should be delivered to the Bank,
2/ for reasons resulting from functionalities of the mBank CompanyNet system, the instruction may be submitted in electronic form. Select the form "Message to the Bank".

§ 72

1. We may deliver electronic invoices to the Customer for products and services provided by the Bank.
2. Electronic signatures may be sent (made available) in the mBank CompanyNet system to all users or users selected by us.

§ 73

1. We may provide statements of intent and knowledge and notifications to the Customer in the mBank CompanyNet system.
2. We can make statements of intent and knowledge and notifications in the mBank CompanyNet system to all users or users selected by us.
3. We can sign statements of intent and knowledge and notifications:
    1/ using an electronic signature, or
    2/ in the case of statements of intent and knowledge and notifications related to banking activities, using an advanced electronic seal of Bank or a qualified electronic seal of the Bank.
4. Statements of intent and knowledge and notifications signed in accordance with paragraph 3 are equivalent to statements of intent and knowledge and notifications made by the Bank in writing.
5. Statements of intent and knowledge and notifications made according to paragraphs 1-3 are effective for the Customer.
6. The Customer undertakes to log in to the mBank CompanyNet system at least once per week in order to read any statements of intent and knowledge and notifications made by the Bank according to paragraphs 1-3.

§ 74

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

Rules for Executing Payments at mBank

The terms used herein have the following meaning:

1/ unstructured address	a format of recording address data as one or more text strings, without separation into individual address components,
2/ structured address	a format of recording address data in which individual address components (such as street, building number, apartment number, postcode, city, country) are provided in separate, defined fields,
3/ bank/mBank	mBank S.A., also referred to as "we" in these Rules (e.g. "we maintain", "we accept", "we amend"),
4/ beneficiary's bank	a bank or a bank branch, financial institution or international financial institution that: a/ maintains the beneficiary's bank account, or b/ disburses cash to the beneficiary,
5/ correspondent bank (intermediary bank):	a/ a domestic or foreign bank that maintains an account in convertible currencies for the benefit and on behalf of mBank in its books, or b/ a bank that holds an account in convertible currencies with mBank and participates in the execution of foreign payments,
6/ ordering party's bank	a bank or a bank branch, financial institution or international financial institution that accepts the ordering party's order to transfer a certain amount of money to the beneficiary,
7/ beneficiary (recipient)	a natural person, a legal person and an organisational entity without legal personality vested with legal capacity under the law who is a recipient of funds being the object of a payment transaction,
8/ Collect – collective posting	a payment identification product enabling the customer to quickly and unambiguously identify incoming payments, which are recorded by the bank on the customer's account in aggregated amounts,
9/ value date	a point in time from which or until which mBank calculates interest on funds debited from or credited to a bank account,
10/ business day	any day on which the bank is open for customers, i.e. every day from Monday to Friday, except statutory holidays or days previously announced as holidays by the bank,
11/ electronic distribution channels	mBank CompanyNet (mCN), MultiCash, SwiftNet systems, through which the bank accepts payment orders,
12/ Elixir	a system for the exchange of electronic payment orders between banks, operated via Krajowa Izba Rozliczeniowa S.A.,
13/ Express Elixir	a system for the instant exchange of electronic payment orders operated via Krajowa Izba Rozliczeniowa S.A.,
14/ cut-off time	the time specified in the cut-off time table by which the bank accepts eligible orders for execution on the same business day,
15/ IBAN	the unique International Bank Account Number used in cross-border settlements. An account number set out in this format contains a two-letter country code, two control digits and up to 30 alphanumeric characters determining the account number. Its length depends on the country,
16/ customer	an entrepreneur, a legal person or an organisational unit without legal personality but with legal capacity, being a party to a bank account agreement concluded with the bank,
17/ SWIFT/BIC code	an 8 or 11-digit identification code assigned to a financial institution. It includes digits and letters. It is used in transfers to determine the ordering party's bank or the beneficiary's bank.
18/ MT message	a uniform standard of messages prepared by SWIFT, used to provide information, also on bank transfers, in international and domestic transactions,
19/ MX message	a uniform standard of messages prepared by SWIFT in the XML format based on ISO 20022, used to provide information, also on bank transfers, in international and domestic transactions,
20/ STP mechanism	an automatic transaction settlement mode,
21/ NRB	the unique Bank Account Number used in domestic settlements, defined in Order of the President of the NBP No. 7/2017 of 20 February 2017 on the method of numbering bank accounts maintained at banks. A number in the NRB standard consists of twenty-six digits, i.e. two digits followed by eight digits of the bank's settlement number and sixteen digits of the bank account number,
22/ BEN/CRED cost option	fees and commissions are incurred by the beneficiary (mBank debits the ordering party's account indicated in the foreign payment with the full amount and decreases the transfer amount by the fees and commissions due to mBank incurred by the beneficiary),
23/ OUR/DEBT cost option	fees and commissions are incurred solely by the ordering party,
24/ SHA/SHAR cost option	commissions and fees are divided between the ordering party and the beneficiary, as appropriate (the ordering party incurs fees and commissions due to mBank, and the beneficiary incurs all the other fees and commissions),

25/ Collect	collective posting output file – an electronic file in a format agreed with the customer, containing a detailed list of credit transactions,
26/ internal domestic payment	an order to transfer a specified amount of money in PLN to the appropriate account kept with mBank based on an instruction of the ordering party,
27/ External domestic payment	an order to transfer a specified amount of money in PLN to the appropriate account kept with another bank based on an instruction of the ordering party, executed via Elixir, SORBNET and Express Elixir systems, a/ **incoming external domestic payment** – an order received to transfer a specified amount of money in PLN to the appropriate account of the beneficiary kept with mBank, b/ **outgoing external domestic payment** – an order sent to transfer a specified amount of money in PLN to the appropriate account of the beneficiary kept with another domestic bank,
28/ internal foreign currency payment	an order to transfer a specified amount of money in a foreign currency to the appropriate account kept with mBank based on an instruction of the ordering party,
29/ foreign payment	an order to transfer a specified amount of money in a foreign currency or PLN to the appropriate account kept with another foreign or domestic bank based on an instruction of the ordering party, executed via SWIFT, SEPA, TARGET systems: a/ **incoming foreign payment** – an order in a foreign currency / PLN received from a foreign bank or an order in a foreign currency received from another domestic bank to transfer a specified amount of money to the appropriate account of the beneficiary, b/ **outgoing foreign payment** – an order in a foreign currency / PLN sent to a foreign bank or an order in a foreign currency sent to another domestic bank to transfer a specified amount of money to the appropriate account of the beneficiary based on an instruction of the ordering party,
30/ Poczta Polska	a postal operator authorised to conduct postal activities consisting in providing postal services in domestic or international trade, based on an entry in the register of postal operators,
31/ Elixir credit transfer	an incoming or outgoing order from or to another domestic bank participating in the Elixir system, instructing the transfer of a specified amount of money in PLN to the appropriate account kept with a bank within the territory of Poland based on an instruction of the ordering party,
32/ EuroEkspres credit transfer	an order in EUR sent to a foreign bank or to another domestic bank participating in the TARGET system, instructing the transfer of a specified amount of money to the appropriate account based on an instruction of the ordering party,
33/ Express Elixir credit transfer	an incoming or outgoing order from or to another domestic bank participating in the Express Elixir system, instructing the transfer of a specified amount of money in PLN to the appropriate account kept with a bank within the territory of Poland based on an instruction of the ordering party,
34/ SEPA credit transfer	an order to transfer a specified amount of money in EUR from an account kept in EUR to the appropriate account kept with a foreign or another domestic bank (participating in the SEPA system): a/ **incoming SEPA credit transfer** – an order to transfer a specified amount of money in EUR to the appropriate account of the beneficiary, received from a foreign bank or another domestic bank via the SEPA system, b/ **outgoing SEPA credit transfer** – an order to transfer a specified amount of money in EUR to the appropriate account kept with the recipient's bank, sent to a foreign or domestic bank participating in the SEPA system based on an instruction of the ordering party,
35/ SEPA Instant credit transfer	a euro-denominated payment order executed instantly, 24 hours a day, on any calendar day,
36/ SORBNET credit transfer	an incoming or outgoing order from or to another domestic bank participating in the SORBNET system, instructing the transfer of a specified amount of money in PLN to the appropriate account kept with a bank within the territory of Poland based on an instruction of the ordering party,
37/ postal order	an order instructing the delivery of a specified amount of money to the addressee by Poczta Polska,
38/ Mass Transfer / Mass Transfer Plus	a transfer order in PLN enabling the transfer of a large number of orders to many different accounts,
39/ PSP (non-bank payment service provider)	payment service providers and their agents,
40/ mCN Regulations	Regulations "mBank S.A. Internet Customer Service System mBank CompanyNet",
41/ Bank Account Regulations	Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A.,
42/ IBAA Regulations	Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.,
43/ Regulation 2023/1113	Regulation (EU) 2023/1113 of the European Parliament and of the Council of 31 May 2023 and Regulation 2023/1113 on information accompanying transfers of funds and certain crypto-assets and amending Directive (EU) 2015/849,
44/ Instant Payments Regulation (IPR)	Regulation (EU) 2024/886 of the European Parliament and of the Council of 13 March 2024 amending Regulations (EU) No 260/2012 and (EU) 2021/1230 and Directives 98/26/EC and (EU) 2015/2366 as regards instant credit transfers in euro,
45/ SEPA	the Single Euro Payments Area – a region in which citizens, businesses, and other entities can make cashless euro payments, both cross-border and within member states, under the same rules, legal regulations, and obligations,
46/ SORBNET	a high-value payment settlement system operated by the National Bank of Poland (NBP),
47/ bank's website	the website of mBank Group located on the bank's server at www.mbank.pl, also called "our website",

48/ SWIFT	the International Interbank Electronic Communications System,
49/ table of exchange rates	the table of exchange rates applicable at mBank, which presents a list of buy, sell and fixing rates for foreign currencies used in cash and cashless settlements. We make it available on the website of mBank and in mBank's branches. It is applicable on the day and from the hour of its publication to transactions concluded on that day,
50/ TARGET	the Trans-European Automated Real-time Gross Settlement Express Transfer System (in EUR),
51/ tariff	the Tariff of Banking Fees and Commissions of mBank for SME and Corporates applicable at mBank,
52/ AML Act	the Act of 1 March 2018 on Combating Money Laundering and Terrorism Financing,
53/ Payment Services Act	the Act of 19 August 2011 on Payment Services,
54/ Foreign Exchange Law	the Foreign Exchange Law of 27 July 2002,
55/ order	a financial settlement instruction placed by the customer with the bank or another service ordered by the customer electronically via electronic distribution channels,
56/ payment order COBO	a payment order in which the ultimate creditor of the transfer is not the holder of the bank account credited with the transfer amount, but a third party on whose behalf the PSP accepts the payment order. Types of COBO payment orders: a/ **COBO** (Collections on Behalf of) – where information about the ultimate creditor should accompany the transfer of funds, b/ **COBO-X** (Collections on Behalf of – Exception) – where information about the third party does not accompany the transfer of funds due to exemptions provided in Regulation 2023/113 or the Payment Services Act; it also applies to liquidity management related to funds held on behalf of third parties.
57/ payment order POBO-COBO	outgoing payments and collections executed on behalf of a third party.
58/ payment order (POBO)	a payment order in which the ultimate debtor is not the holder of the bank account debited with the transfer amount, but a third party on whose behalf the PSP executes the payment order. Types of POBO payment orders: a/ **POBO** (Payments on Behalf of) – where information on the ultimate debtor accompanies the transfer of funds, b/ **POBO-X** (Payments on Behalf of – Exception) – where information about the ultimate debtor does not accompany the transfer of funds due to exemptions provided in Regulation 2023/113 or the Payment Services Act; it also applies to liquidity management related to funds held on behalf of third parties,
55/ ordering party (payer)	a natural person, a legal person and an organisational unit without legal personality but with legal capacity, submitting a payment order for the transfer of funds.

I. GENERAL RULES FOR PAYMENTS

1. We execute payments based on the customer's instructions, in line with the applicable law, the IBAA Regulations, the Bank Account Regulations, the bank account agreement and the regulations applicable at the bank.
2. To execute an order submitted to the bank, we require at least the provision of data concerning the account numbers and the names of the parties to the transaction. The detailed data depend on the payment type, as described in the subsequent chapters.
3. The account number in the NRB or IBAN format is the basis for the identification of mBank's customers for the purposes of payment transaction execution.
4. An order is considered executed for the benefit of the relevant customer if it was executed in line with the unique identifier, regardless of the additional information provided by the sender.
5. We post incoming domestic or foreign payments only on the basis of the beneficiary's account number included in the incoming payment. We do not check whether the beneficiary's name matches the beneficiary's account number.
6. If an order is in a currency other than the account currency, we use the exchange rate determined by mBank on the basis of the current exchange rate on the FX market prevailing at the time of executing the order which is not less favourable than the buy or sell rate, as appropriate, from the table of exchange rates applicable at mBank at the time of executing the order.
7. For outgoing transfers:
   1/ in a foreign currency from an account held in PLN – the mBank sell rate referred to in item 6 above is applied,
   2/ in PLN from an account held in a foreign currency – the mBank buy rate is applied,
   3/ in a foreign currency from an account held in another foreign currency – the transfer amount is converted into PLN at the mBank sell rate for the currency in which the transfer is executed. The calculated amount in PLN is then converted at the mBank buy rate into the currency of the account from which the transfer is made.
8. For incoming transfers:
   1/ in a foreign currency to an account held in PLN – the mBank buy rate is applied,
   2/ in PLN to an account held in a foreign currency – the mBank sell rate is applied,
   3/ in a foreign currency to an account held in another foreign currency – the transfer amount is converted into PLN at the mBank buy rate. The calculated amount in PLN is then converted at the mBank sell rate into the currency of the credited account.
9. Incoming payments:
   1/ An incoming payment is an order from another bank, either in PLN or in another currency, with an instruction to:
      a/ credit the indicated account of the bank's customer with a specified amount of money, or
      b/ disburse cash to a specified beneficiary, or
      c/ transfer funds to the beneficiary's account held with another bank.
   2/ We execute incoming payments:
      a/ automatically, or
      b/ manually.
   3/ When the execution of an incoming payment requires additional specification due to imprecise instructions in the order or custom arrangements with the customer, the bank credits the customer's bank account on the next business day for the bank on which the order may be executed, after all the ambiguities have been clarified.

10. Outgoing payments:
    1/ The bank executes an outgoing payment provided that:
        a/ a correct order is submitted by an authorised person, containing the following data:
            i. number of the customer's account from which the funds are to be transferred,
            ii. first name and surname/name and contact details of the customer in the case of an instruction placed in hard copy,
            iii. number of the beneficiary's bank account to which the funds are to be transferred. In case of a transfer to an European Union member state, we recommend using the IBAN format,
            iv. first name and surname / name of the beneficiary,
            v. beneficiary's contact details, including the country and city (mandatory for foreign payments),
            vi. SWIFT/BIC code of the beneficiary's bank or full name of the beneficiary's bank and its address (the country and city must be provided) – we recommend providing the SWIFT/BIC code (for foreign payments),
            vii. transfer currency and amount,
            viii. transfer reference,
            ix. payment execution system (for domestic payments),
            x. execution mode (for foreign payments),
            xi. cost option. In the case of a transfer to a country subject to the Payment Services Act, the only available cost option is SHA/SHAR (for foreign payments),
            xii. execution date,
        b/ the customer authorises the order, thereby granting its consent to the payment execution:
            i. when the order is submitted to the bank in hard copy – submission of a document confirming the identity of the person submitting the order and confirming that the signature on the order matches the signature specimen card submitted to the bank,
            ii. when the order is submitted via electronic distribution channels – acquisition of confirmation, as defined by specific procedures of a given app, that the order has been authorised,
        c/ sufficient funds are available in the account to execute the payment and cover the bank's fees and commissions on the order execution date.
11. We have the right to refuse to execute an order if:
    1/ the sender has not provided the necessary data for its execution or the data is contradictory or incomplete,
    2/ execution of the order would be in breach of law, international agreements, or interbank contracts,
    3/ we are unable to clearly confirm the identity of the person submitting the order or if the person is using a cancelled identity document,
    4/ the data in the order does not match the data we hold, including the specimen signature,
    5/ the bank account number does not meet the NRB/IBAN standard requirements,
    6/ there are insufficient funds in the bank account to execute the order,
    7/ there are insufficient funds in the bank account to cover the fees/commissions due to the bank in connection with the submitted order,
    8/ withdrawals from the bank account have been banned by authorised bodies,
    9/ a failure of mBank's IT system prevents the proper execution of the order,
    10/ the beneficiary / ordering party has been put on lists of persons, groups, or entities subject to specific restrictive measures under European Union law, generally applicable national regulations, or regulations issued by OFAC (Office of Foreign Assets Control, U.S. Department of the Treasury),
    11/ the beneficiary / ordering party is a person/entity from a country (territory) subject to sanctions imposed by EEA countries or US government authorities (for foreign payments),
    12/ in the bank's assessment, there is a reasonable likelihood that the foreign payment may not be executed due to the political or economic situation in the country of the the beneficiary's bank or due to reasons attributable to that bank or intermediary banks (for foreign payments).
12. We may decide not to execute an order if we are prevented from doing so by force majeure or actions of public authorities.
13. We may suspend the execution of an order in the event of an IT or telecommunications system failure that prevents access to accounting records and ongoing servicing of the bank account.
14. We can temporarily suspend the execution of an order or refuse to execute an order to ensure the security of funds in the account if:
    1/ we suspect that the customer submitted the order as a result of fraud or abuse,
    2/ we have doubts as to whether the transfer amount reflects the customer's intent,
    3/ the transaction is connected with a high risk third country identified by the European Commission in the delegated act adopted in accordance with Article 9 of Directive No. 2015/849 if, within the specified time limit, the customer does not provide us with additional, sufficient information and explanations regarding:
        a/ the customer and the beneficial owner,
        b/ the intended nature of the business relationship,
        c/ sources of wealth of the customer and the beneficial owner, and sources of funds available to the customer and the beneficial owner within business relationship or transactions,
        d/ information on the reasons for and circumstances surrounding the intended or executed transactions.
    4/ we suspect that the order may be related to money laundering or terrorism financing.
15. The measures referred to in item 12 and other preventive measures aiming to ensure payment security do not constitute a breach of the terms and conditions of the Agreement by the bank. We execute a suspended order once the reason for its suspension ceases to exist. If we have doubts about whether a transfer was made with the knowledge and consent of the customer and whether the transfer amount reflects the customer's intent, we try to contact the user entitled to authorise orders. We may decide not to execute an order that raises doubts or an order that we did not manage to confirm over the phone with the customer.
16. The bank notifies the customer about the refusal to execute an order from the bank account and the reasons for such refusal as soon as possible after they are established.
17. In the case of payments subject to the Payment Services Act, we credit the beneficiary's bank account with the payment transaction amount not later than by the end of the next business day after receiving the order, and in other cases – in accordance with the procedure indicated by the customer.
18. We are not liable for non-execution or improper execution of a payment transaction if:
    1/ the reasons lie with the ordering party or the beneficiary,
    2/ the reasons lie with the ordering party's bank or the correspondent bank,
    3/ the reasons result from force majeure or actions of public authorities,
    4/ the reasons are due to legal restrictions,
    5/ the beneficiary / ordering party has been put on lists of persons, groups, or entities subject to specific restrictive measures under European Union law, generally applicable national regulations, or regulations issued by OFAC (Office of Foreign Assets Control, U.S. Department of the Treasury) – for foreign payments,
    6/ the beneficiary / ordering party is a person/entity from a country (territory) subject to sanctions imposed by EEA countries or US government authorities.

19. We are not liable for consequences arising from entering incorrect or illegible data in the outgoing payment order.
20. We execute the customer's orders taking into account the cut-off times set by the bank. Orders submitted by the cut-off times are executed on the same business day provided that the customer has sufficient funds with the bank to cover the orders. Orders submitted after the cut-off times are executed on the next business day for the bank.
21. Payment transactions and additional intervention measures taken to settle the payment correctly are subject to fees and commissions charged in the amounts and under the terms specified in the tariff.

II. MBANK INTERNAL TRANSFERS

1. We process internal payments when both the ordering party and the beneficiary hold accounts with the bank (within Retail or Corporate Banking).
2. Internal payments are processed in PLN and in foreign currencies listed in the table of exchange rates.
3. An outgoing internal payment is processed when the customer submits a complete and correctly filled domestic or foreign currency internal payment order.
4. The terms of execution, execution and the reasons for the bank's refusal to execute internal payments are outlined in Chapter 1 "General Rules for Payments".
5. If it is necessary to convert the payment amount, we use the exchange rate determined by mBank on the basis of the current exchange rate on the FX market (as defined in the Description of FX Transactions available on our website at https://www.mbank.pl/pomoc/dokumenty/msp-korporacje/rynki-finansowe/nowa-dokumentacja/opisy-transakcji-walutowych/) prevailing at the time of executing the order, not less favourable than the respective buy or sell rate from the table of exchange rates applicable at the bank at the time of executing the payment.
6. We can set different rules for executing internal payments in separate agreements with the customer.

III. DOMESTIC PAYMENTS IN PLN

1. Domestic payments are processed via:
   1/ Elixir, when:
      a/ the transfer amount is less than PLN 1,000,000,
      b/ the order is made for the benefit of the Social Insurance Institution (ZUS), tax authorities, or customs offices,
   2/ SORBNET, when:
      a/ the transfer amount is PLN 1,000,000 or more,
      b/ the transfer amount is less than PLN 1,000,000, but the ordering party has selected SORBNET as the settlement system in the instruction.
2. A domestic transfer in PLN from another domestic bank made via Elixir or SORBNET, electronic systems for interbank settlements, for the benefit of the customer holding an account with the bank is settled automatically (STP mechanism) when:
   1/ the NRB account number indicated in the transfer is correct,
   2/ the account is maintained in PLN,
   3/ the account is maintained in a currency other than PLN. In this case, the amount is posted using the applicable exchange rate from the valid table of exchange rates (currency exchange transaction is executed if, as a result of automatic search for the customer's main account in PLN, such an account was not identified and credited).
3. When ordering a domestic payment via electronic distribution channels, the customer can fill in the structured or unstructured beneficiary address. Where it is necessary to convert the payment into a format that has less space for information on the parties to the transaction, some data may be cut off. Should that be the case, an extra character "+" will appear at the end of a line.
4. When providing the structured address of the beneficiary, they customer completes at least the following fields:
   1/ country code and
   2/ city.

EXPRESS ELIXIR INSTANT TRANSFERS

1. An Express Elixir instant transfer is a domestic PLN transfer from the customer's bank account in PLN to the beneficiary's account maintained with another entity being a participant of the Express Elixir system.
2. We process Express Elixir credit transfers when the customer selects the Express Elixir option in mBank CompanyNet.
3. Express Elixir transfers are processed:
   1/ only between participants of the Express Elixir system,
   2/ in accordance with the availability hours of participants in the Express Elixir system,
   3/ provided that the participants concerned are simultaneously available in the Express Elixir system.
4. An Express Elixir transfer is executed immediately upon authorisation of the Express Elixir order – provided that both the bank and the entity which maintains the transfer beneficiary's account are simultaneously available in the Express Elixir system.
5. The current availability schedule of individual banks in the Express Elixir system is available in mBank CompanyNet.
6. The limit for a single Express Elixir instant transfer order is published on our website at https://www.mbank.pl/msp-korporacje/obsluga-biezaca/przelewy-przekazy/przelew-natychmiastowy/.
7. The domestic transfer order form in mBank CompanyNet provides information on:
   1/ the bank's availability hours in the Express Elixir system,
   2/ the current list and availability hours of domestic banks participating in the Express Elixir system.
8. From the moment an order is authorised until the customer's account is debited, the funds for the Express Elixir transfer and the transfer fee are blocked in the customer's account.
9. Incoming payments in PLN received from another domestic bank via the Express Elixir system and credited to a customer account held in a currency other than PLN are posted using the applicable exchange rate from the valid table of exchange rates (the currency exchange transaction is executed if, as a result of automatic search for the customer's main account in PLN, such an account was not identified and credited).

MASS TRANSFER / MASS TRANSFER PLUS

1. A Mass Transfer enables the customer to execute domestic credit transfers, including transfers to a contribution account assigned by the Social Insurance Institution (ZUS), based solely on the customer's own instructions.
2. A Mass Transfer Plus enables the customer to execute domestic credit transfers, including transfers to a contribution account assigned by the Social Insurance Institution (ZUS), as well as tax transfers, based on the customer's own instructions or a third party's instructions.
3. The customer may submit Mass Transfer or Mass Transfer Plus orders in mBank CompanyNet, whereby within one order the bank receives a file containing a specified number of partial orders for execution.

4. Mass Transfer and Mass Transfer Plus orders may be submitted solely from Mass Transfer accounts indicated by the customer in the Mass Transfer or Mass Transfer Plus Agreement or in a separate instruction approved by the bank.
5. The bank executes Mass Transfer and Mass Transfer Plus orders solely in PLN.
6. Mass Transfer and Mass Transfer Plus orders are executed up to the limit constituting the sum of the Mass Transfer account balance and an overdraft granted under a separate agreement, if any.
7. The Mass Transfer account is debited with the combined amount of partial orders included in the Mass Transfer Plus order accepted for execution by the bank.
8. Partial orders comprising Mass Transfer and Mass Transfer Plus orders are executed on the Mass Transfer execution date indicated by the customer, even if individual partial orders indicate that they should be executed on other business days.

IV. FOREIGN PAYMENTS

GENERAL RULES FOR EXECUTING INCOMING FOREIGN PAYMENTS

1. Incoming foreign payments are settled automatically when:
   1/ the ordering party's and beneficiary's data has undergone positive automatic verification in accordance with Regulation (EU) 2023/1113,
   2/ the IBAN account number indicated in the transfer is correct, and
   3/ the account currency and the transfer currency are the same or the transfer is posted automatically in this account with the use of the appropriate exchange rate in line with the valid table of exchange rates (the currency exchange transaction is executed if, as a result of automatic search for the customer's main account in the transfer currency, such an account was not identified and credited).
2. We execute incoming foreign payments subject to the Payment Services Act by crediting the beneficiary's account on the day the funds are received in the bank's current account, provided that it is a business day, by the end of the business day for the bank.
3. We execute incoming foreign payments that are not subject to the Payment Services Act by crediting the beneficiary's account on the day the funds are received in the bank's current account, provided that it is a business day and the message was received by the bank within the applicable cut-off times. If we receive a payment with the current value date after the applicable cut-off time, the payment will be treated as an order received on the next business day and will be posted with the value date of the next business day.
4. We charge a fee for executing an incoming foreign payment in the amount and under the terms specified in the tariff. The fee is charged separately and does not reduce the order amount.

GENERAL RULES FOR EXECUTING OUTGOING FOREIGN PAYMENTS

1. We send foreign payments both in the MX and MT formats.
2. An MX message includes structured data and additional fields, which are not featured in the MT format. Where it is necessary to convert the payment from the MX into the MT format, which has less space for information and transaction description, some data may be cut off. Should that be the case, an extra character "+" will appear at the end of a line.
3. An outgoing foreign payment is processed when the customer submits a complete and correctly filled outgoing foreign payment order.
4. Depending on the currency and the customer's decision, we execute payments in the following modes:
   1/ STANDARD – the payment is executed on D+2 value date for the beneficiary's bank, where D is the date of execution of the customer's order by the bank,
   2/ URGENT – the payment is executed on D+1 value date for the beneficiary's bank, where D is the date of execution of the customer's order by the bank,
   3/ EXPRESS – the payment is executed on D value date for the beneficiary's bank, where D is the date of execution of the customer's order by the bank.
5. In order for a foreign order to comply with the Payment Services Act, we will change the order execution mode from STANDARD to URGENT.
6. For transfers subject to the Payment Services Act, the maximum settlement period is one business day (D+1). It is calculated from the date of execution of the customer's order by the bank.
7. We execute outgoing foreign payments using the following cost options: SHA/SHAR, OUR/DEBT, BEN/CRED.
8. For foreign payments subject to the Payment Services Act, only the SHA/SHAR cost option is available.
9. In order for a foreign order to comply with the Payment Services Act, we will change the cost option from BEN/CRED or OUR/DEBT to SHA/SHAR.
10. To the extent required by law, the customer is obliged to present the bank with relevant documents related to the outgoing foreign payment in the form, content and within deadlines specified in those legal provisions.
11. If a foreign payment is returned to us, we proceed in accordance with the rules for incoming foreign payments.
12. We execute a foreign payment based on the beneficiary's bank details provided by the customer.
13. We have the right to use the services of a selected intermediary bank, and the intermediary bank also has the right to use the services of other intermediary banks.
14. The customer assumes all obligations and consequences arising from the execution of a payment by intermediary banks involved in executing the payment order in accordance with the laws and practices applicable in the countries of those banks.
15. We charge a fee for executing an outgoing foreign payment in the amount and under the terms specified in the tariff. The fee is charged separately and does not reduce the order amount, except for orders with the BEN/CRED cost option.

RULES FOR EXECUTING PAYMENTS IN THE FORM OF EUROEKSPRES CREDIT TRANSFERS

1. EuroEkspres credit transfers in EUR are executed in the MX format.
2. We execute EuroEkspres credit transfers for which the customer submits complete and correctly filled electronic orders from a EUR account in mBank CompanyNet.
3. The execution of an EuroEkspres credit transfer is only possible if the beneficiary's bank participates in the TARGET system. The participation is verified while ordering a transfer in the electronic banking system.
4. Special terms for executing EuroEkspres credit transfers by the bank:
   1/ submitting a correct order by an authorised person in mBank CompanyNet, containing the following data:
      a/ beneficiary's account number provided in the IBAN standard,
      b/ beneficiary's first name and surname/name and contact details (country and city must be provided),
      c/ SWIFT/BIC of the beneficiary's bank (participant of the TARGET system),
      d/ cost option – SHAR (i.e. the ordering party covers the costs of the sending bank, and the beneficiary covers the costs of third-party banks).
5. If an EuroEkspres transfer is returned to us, we proceed in accordance with the rules for incoming foreign payments.

RULES FOR EXECUTING PAYMENTS IN THE FORM OF INCOMING SEPA CREDIT TRANSFERS

We execute incoming SEPA credit transfers in EUR in accordance with the rules for executing incoming foreign payments.

RULES FOR EXECUTING PAYMENTS IN THE FORM OF INCOMING SEPA CREDIT TRANSFERS FOR THE COLLECT PRODUCT – COLLECTIVE POSTING – effective as of 9 January 2027.

1. Incoming SEPA Instant credit transfers are processed in accordance with the Instant Payments Regulation (IPR).
2. We make the funds available to the customer 24 hours a day, on any calendar day, within 10 seconds of receiving the Credit Transfer.
3. We offer two settlement options for SEPA Instant credit transfers to virtual accounts.
   1/ The first option is intended for customers receiving a small number of SEPA Instant credit transfers per month. The transfers:
      a/ are posted outside the Collect product, on an analytical basis, to the customer's collection account (as specified in Appendix No. 1 to the Agreement on the use of the Collect product – collective posting (Table B)),
      b/ We do not include them in the Collect – collective posting output file.
   2/ The second option is intended for customers receiving a dozen or more SEPA Instant credit transfers per month. The transfers:
      a/ are posted to a designated account in EUR (irrespective of the beneficiary's account),
      b/ then, they are posted to the customer's collection account prior to the release of the Collect – collective posting output file (if the customer withdraws funds from the account in EUR, the SEPA Instant credit transfers will be reposted based on the order of receipt and available funds),
      c/ are converted at the moment of reposting the SEPA Instant credit transfer from the account in EUR, using the exchange rate available on the mBank website at www.mbank.pl/serwis-ekonomiczny/kursy-walut/ or as individually agreed, prior to the release of the Collect – collective posting output file,
      d/ will be included in the collective posting of transactions and in the Collect – collective posting output file.
4. The detailed settlement rules for the Collect product are set out in the Agreement on the use of the Collect product – collective posting, concluded with the Customer.

RULES FOR EXECUTING PAYMENTS IN THE FORM OF OUTGOING SEPA CREDIT TRANSFERS

1. We execute outgoing SEPA credit transfers in EUR for which the customer submits complete and correctly filled electronic orders from a EUR account.
2. The execution of a SEPA credit transfer is only possible if the beneficiary's bank participates in the SEPA system. The participation is verified while ordering a transfer in electronic distribution channels.
3. Special terms for executing outgoing SEPA credit transfers at the bank:
   1/ submitting a correct order by an authorised person in electronic distribution channels, containing the following data:
      a/ beneficiary's account number provided in the IBAN standard,
      b/ beneficiary's first name and surname/name and contact details (the country must be provided),
      c/ cost option – SHAR (i.e. the ordering party covers the costs of the sending bank, and the beneficiary covers the costs of third-party banks).
4. We verify if the BIC of the beneficiary's bank matches the IBAN provided and change the BIC based on the IBAN if they do not match.
5. The maximum settlement period for a SEPA credit transfer is one business day (D+1) from the day the bank executes the customer's order and depends on how the beneficiary's bank executes the instruction.
6. The customer may recall an executed SEPA credit transfer.
7. An order to recall a SEPA credit transfer (a Recall message) can only be submitted in mBank CompanyNet within 13 months from the order settlement date for the following three reasons:
   1/ incorrect IBAN,
   2/ incorrect amount,
   3/ other reason.
8. If the beneficiary's bank receives a request for recall, within 15 days it should:
   1/ send a response message rejecting the recall, or
   2/ return the transfer.
9. If the beneficiary's bank returns a transfer based on a SEPA credit transfer recall, it has the right to charge a fee reducing the original order amount.

RULES FOR EXECUTING ORDERS IN CHINESE YUAN (CNY)

1. Settlements in the Chinese Yuan Renminbi (CNY) are strictly rationed and monitored by the government of the People's Republic of China. The rules indicated below are intended for informational purposes only. The final interpretation of the current regulations and rules for executing transactions in CNY rests with the People's Bank of China.
2. Settlements in CNY can be used by all customers who cooperate with counterparties from the People's Republic of China (excluding Hong Kong, Macau and Taiwan).
3. The customer must have a document confirming the legal title to a transfer or settlement. We can ask the customer to produce it if our settlement agent, Commerzbank AG with its registered office in Frankfurt am Main, so requests.
4. CNY exchange transactions and their settlement are only possible when settling commercial contracts of the customer. The amount exchanged must not exceed the amount indicated in the commercial documents for the purchase of goods.
5. Only Chinese entrepreneurs holding relevant import and export licences can be transaction beneficiaries.
6. The name of a Chinese counterparty must be given in English; it needs to be identical with the name indicated in the commercial agreement (in a contract, in an invoice); any abbreviations used by the ordering party may result in the transaction being rejected.
7. The account to which the payment is to be transferred must be maintained in CNY and the account must not be owned by a natural person.

V. POSTAL ORDER

1. It is a service offered by of Poczta Polska that allows customers to order the payment of a specific amount to a given person:
   1/ at a designated address,
   2/ at a designated Poczta Polska branch (poste restante).
2. In mBank CompanyNet, the customer may submit the following postal orders to be executed in Poland:
   1/ a postal order delivered to a designated address in accordance with the applicable laws,
   2/ a poste restante order for which the customer designates a Poczta Polska branch where the addressee will collect the postal order. Such an order must contain:
      a/ first name and surname or name (business name) of the addressee,

b/ correct designation of the poste restante,
c/ correct post code and city of the designated Poczta Polska branch.

3. By submitting an instruction to execute a postal order in mBank CompanyNet, the customer consents to disclosing their personal data to Poczta Polska.
4. Poczta Polska, acting as an independent personal data administrator within the meaning of the GDPR, processes the data of addressees of postal orders provided by the customer.
5. In accordance with the Postal Law Act of 23 November 2012, Poczta Polska is obliged to maintain postal secrecy, which means that it must ensure the confidentiality of data concerning:
   1/ entities using postal services, and
   2/ scope of services provided.
6. An exception to the above are situations where the obligation to disclose such data arises from a court ruling, a decision issued by a public administration body or is connected with performing a legal obligation based on another legal basis.
7. The customer is not provided with confirmations of executed postal orders in paper form.
8. The statuses confirming the execution of postal orders based on sent instructions are provided to the customer in a return report. The structure of the report is presented on our websites at: www.mbank.pl/msp-korporacje/obsluga-biezaca/przelewy-przekazy/przekaz-pocztowy/ or https://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/pytania-i-odpowiedzi/struktury-plikow-wymiany-danych/, in the file: Struktura_raportu_przekazu_pocztowego.
9. We can provide the customer with a copy of the confirmation of receipt/return of a postal order, certified with the stamp of the issuing unit and the stamp of the person authorised by Poczta Polska to issue this document.
10. We charge an additional fee for the service referred to in item 9. The amounts of fees are specified in the tariff.
11. We charge postal fees for the execution and return of postal orders, which we later transfer to Poczta Polska. Information on the current postal fees is published on our website at www.mbank.pl/pomoc/dokumenty/msp-korporacje/obsluga-biezaca/obsluga-rozliczen/ and www.mbank.pl/msp-korporacje/obsluga-biezaca/przelewy-przekazy/przekaz-pocztowy/.

VI. RULES FOR PAYMENT ORDERS EXECUTED ON BEHALF OF THIRD PARTIES BY PAYMENT SERVICE PROVIDERS AND THEIR AGENTS

1. When executing payments on behalf of (POBO) and collections on behalf of (COBO), payment service providers (PSP), in accordance with Regulation 2023/1113, the AML Act and the IBAA Regulations, are obliged to provide the following details from 1 January 2024:
   1/ payer's and payee's payment account number or the unique transaction identifier,
   2/ first name and surname / name of the payer and the payee,
   3/ additionally for the payer – the address or the official identifier.
2. If the payer is a natural person, their address may be substituted by their date and place of birth or the number of their official identity document, subject to the exclusions provided for in Regulation 2023/1113 or in the AML Act.

POBO ORDERS

1. Domestic transfers:
   1/ when ordering a domestic transfer (i.e. an internal transfer in PLN, Elixir, Express Elixir, SORBNET), provide the mandatory data in the payment details ("Reference") field as per the table below.
2. Foreign currency transfers:
   1/ when ordering a foreign currency transfer (i.e. an internal foreign currency transfer, SWIFT, TARGET), provide the mandatory data in the payment details ("Reference") field as per the table below. When ordering a SEPA transaction, you can use the dedicated "Ultimate debtor" field. If you are unable to use the aforesaid method to fill in the fields in the SEPA message, provide the mandatory data in the payment details ("Reference") field as per the table below.
3. Types of payments on behalf of ordered from a PSP's account with the bank:

Does the PSP maintain a payment account for the ultimate debtor?	POBO-X	POBO		
		if all PSPs are based in the EEA	if any of the PSPs is not based in the EEA (< EUR 1,000)	if any of the PSPs is not based in the EEA (≥ EUR 1,000)*
YES, it does (payment account no. 5678)	/OPF/X/////	/OPF/AU/5678////	/OPF/AN/5678/ Jan Nowak///	/OPF/AN/5678/ Jan Nowak/1/ ul. Nowa 1, Warszawa.PL/
NO, it does not (unique transaction identifier 9876)		/OPF/IU/9876////	/OPF/IN/9876/ Jan Nowak///	/OPF/IN/9876/ Jan Nowak/1/ ul. Nowa 1, Warszawa.PL/

4. There are three types of required information, at least one of which must be provided in the given case:
   1/ the payer's address, including the country name, ending with a full stop and the two-letter ISO 3166-1 alpha-2 country code (preceded by /1/),
   2/ the number of an official identity document (preceded by /2/) and the customer identification number (preceded by /3/) – information from this category should be provided jointly;
   3/ date and place of birth (preceded by /4/).
5. Select one of the mandatory types of information and fill in the field.
6. Additional information may be provided in the form of free text after the mandatory description.
7. In the above structure, there are always 7 system slashes, except in scenarios where additional information about the payer is tagged as /2/ and /3/ (see the note below the table – in such cases, there are 9 slashes).
8. Additional information (free text) can be provided after the seventh/ninth slash.

NOTE! Additional information must not contain any additional slashes.

It should be emphasised that, despite the use of a limited data scope due to exclusions (the AU/IU marker), it is still possible to optionally include additional data categories within the message, placed after the above-mentioned markers (e.g. /OPF/AU/1234/Jan Nowak/// or /OPF/IU/1234/Jan Nowak/1/ul. Nowa 1, Warszawa.PL/).

COBO ORDERS

1. Domestic transfers:
   1/ when ordering a domestic transfer (i.e. an internal transfer in PLN, Elixir, Express Elixir, SORBNET), provide the mandatory data in the payment details ("Reference") field as per the table below.
2. Foreign currency transfers
   1/ when ordering a foreign currency transfer (i.e. an internal foreign currency transfer, SWIFT, TARGET), provide the mandatory data in the payment details ("Reference") field as per the table below. When ordering a SEPA transaction, you can use the dedicated "Ultimate creditor" field. If you are unable to use the aforesaid method to fill in the fields in the SEPA message, provide the mandatory data in the payment details ("Reference") field as per the table below.
3. Type of collections on behalf of credited to a PSP's account with the bank:

<table>
<tr><th rowspan="2">Does the PSP maintain a payment account for the ultimate debtor?</th><th rowspan="2">COBO-X</th><th colspan="3">COBO</th></tr>
<tr><th>if all PSPs are based in the EEA</th><th>if any of the PSPs is not based in the EEA (< EUR 1,000)</th><th>if any of the PSPs is not based in the EEA (≥ EUR 1,000)*</th></tr>
<tr><td>YES, it does (payment account no. 5678)</td><td rowspan="2">/OPT/X/////</td><td>/OPT/AU/5678////</td><td colspan="2">/OPT/AN/5678/
Jan Nowak///</td></tr>
<tr><td>NO, it does not (unique transaction identifier 9876)</td><td>/OPT/IU/9876////</td><td colspan="2">/OPT/IN/9876/
Jan Nowak///</td></tr>
</table>

4. Additional information may be provided in the form of free text after the mandatory description.
5. The above structure always contains seven slashes. Additional information (free text) can be provided after the seventh slash.

NOTE! Additional information must not contain any additional slashes.

Similarly to payer data, despite the use of a limited data scope due to exclusions, it is still possible to optionally include additional data categories within the message, placed after the above-mentioned markers (e.g. /OPT/AU/1234/Jan Nowak/// or /OPT/IU/1234/Jan Nowak/1/ul. Nowa 1, Warszawa.PL/ or /OPT/AN/1234/Jan Nowak/1/ul. Nowa 1, Warszawa.PL/).

POBO-COBO orders

1. In the case of POBO–COBO orders, information on the ultimate debtor and the ultimate creditor must be provided in line with the section and table regarding payments on behalf of (POBO/POBO-X) and in line with the section and table regarding collections on behalf of (COBO/COBO-X).
2. Data of the ultimate debtor (POBO/POBO-X) entered in the payment details ("Reference") field should be separated with one space from the details of the ultimate creditor (COBO/COBO-X). Additional information may be provided in the form of free text after the mandatory description.
3. In the above structure, there are always 14 or 16 system slashes (in scenarios where additional information about the payer is tagged as /2/ and /3/). Additional information (free text) can be provided after the fourteenth/sixteenth slash.

<table>
<tr><th>Tag</th><th>Definition</th><th>Stands for</th></tr>
<tr><td>OPF</td><td>The ultimate debtor is not the holder of the bank account debited with the transfer amount. It is a payment-on-behalf-of transaction, i.e. a transaction ordered by a party other than the holder of the debited account.</td><td>"Organizacja Płatnicza" [payment organisation] (From:)</td></tr>
<tr><td>OPT</td><td>The ultimate creditor is not the holder of the bank account credited with the transfer amount. It is a collection-on-behalf-of transaction, i.e. a transaction collected on behalf of a party other than the holder of the credited account.</td><td>"Organizacja Płatnicza" [payment organisation] (To:)</td></tr>
<tr><td>X</td><td>The provision of payer's data is optional (since this is an exempted transaction)</td><td>eXception</td></tr>
<tr><td>A</td><td>The transaction is debited/credited to a payment account maintained by a PSP for the ultimate debtor / the ultimate creditor. The nearest slash is followed by the number of this account.</td><td>Account</td></tr>
<tr><td>I</td><td>The transaction is not debited/credited to a payment account maintained by a PSP for the ultimate debtor / the ultimate creditor. The nearest slash is followed by a unique identifier of this transaction.</td><td>Identification number (ID)</td></tr>
<tr><td>U</td><td>Every PSP is based in the EEA, so the ultimate debtor's / the ultimate creditor's data is abbreviated. The nearest slash is followed only by the number of the payment account / unique identifier of the transaction (transaction ID).</td><td>"Unijne/UE" [EU] (specifically: EEA)</td></tr>
<tr><td rowspan="2">N</td><td>At least one PSP is based outside the EEA, so the ultimate debtor's / the ultimate creditor's data is provided in full. The nearest slash is followed by the number of the payment account / unique identifier of this transaction (transaction ID) and the next slash is followed by the first name and surname / name of the ultimate debtor / the ultimate creditor.</td><td rowspan="2">"Nieunijne" [Non-EU] (specifically: non-EEA)</td></tr>
<tr><td>For POBO: if the threshold of EUR 1,000 has been exceeded, the next slash is followed by the tag designating the mandatory data of the ultimate debtor. The next slash is followed by the data of the ultimate debtor in line with the information presented under the table in the part regarding POBO. If the threshold of EUR 1,000 has not been exceeded, the provision of this data is optional.</td></tr>
</table>

VII. OTHER INFORMATION

1. Cut-off times are available on the following websites:
   1/ for domestic payments and direct debits at:
   https://www.mbank.pl/msp-korporacje/obsluga-biezaca/pytania-i-odpowiedzi/godziny-graniczne-zlecen-krajowych/
   2/ for foreign payments at:
   https://www.mbank.pl/msp-korporacje/obsluga-biezaca/pytania-i-odpowiedzi/godziny-graniczne-zlecen-zagranicznych/
   3/ for MT101 payments at:
   https://www.mbank.pl/msp-korporacje/obsluga-biezaca/pytania-i-odpowiedzi/godziny-graniczne-dla-dyspozycji-platniczych/
   4/ for postal orders at: https://www.mbank.pl/msp-korporacje/obsluga-biezaca/przelewy-przekazy/przekaz-pocztowy/
2. A description of how we process personal data can be found in the GDPR Package available on our website at:
   https://www.mbank.pl/pdf/rodo/pakiet-rodo.pdf
3. Complaints about payments are processed in line with the rules available on our website at:
   https://www.mbank.pl/pomoc/reklamacje/dla-klienta-korporacyjnego/

mBank S.A. with its registered office in Warsaw, ul. Prosta 18, 00-850 Warszawa, registered by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS number 0000025237, Tax Identification Number (NIP): 526-021-50-88, with the fully paid-up share capital, which as of 1 January 2026 amounts to PLN 170 103 364.