

# Corporate Payment Card Rules of mBank S.A.

Warsaw, December 2018



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## Chapter 1. General Provisions

### Article 1

These Rules set forth the principles of:

- 1/ entering into the Agreement on Payment Cards for Corporate Clients between mBank S.A. and Clients,
- 2/ issuing and using corporate payment cards issued under the Agreement,
- 3/ settling transactions made by corporate payment cards.

### Article 2

The terms and abbreviations used in the Rules have the following meanings:

<b>1/ 24/7 Customer Service Centre</b>	a call centre where Users can, in particular, activate cards, set PINs, cancel cards, check the general card spending limit and the available spending limit, and check the history of the last card transactions,
<b>2/ merchant</b>	a business which accepts payments for products or services in a cashless form made by cards,
<b>3/ authorisation</b>	a User's consent to making a transaction in the manner described in the Rules,
<b>4/ Bank</b>	mBank S.A.,
<b>5/ ATM</b>	an automated teller machine operating on-line, enabling Users to withdraw cash or additionally perform other operations,
<b>6/ card block</b>	a temporary block placed on a card by the Bank that prevents the use of the available card spending limit,
<b>7/ settlement cycle</b>	a recurrent cycle of 30 or 31 days, starting on a designated day of a month and ending on a designated day of the following month. Transactions made by a charge card and commissions due to the Bank are settled on the day following the end day of a settlement cycle,
<b>8/ transaction receipt</b>	a document confirming that a card payment was made or an ATM receipt confirming that a card operation was made,
<b>9/ card</b>	one of the corporate payment cards, i.e. Visa Business payWave, MasterCard Corporate PayPass, Visa Business Gold payWave, MasterCard Corporate Gold PayPass or Visa Business Platinum payWave,
<b>10/ MasterCard Corporate PayPass card</b>	each MasterCard Corporate PayPass card issued to a Client of the Bank,
<b>11/ MasterCard Corporate Gold PayPass card</b>	each MasterCard Corporate PayPass card issued to a Client of the Bank,
<b>12/ Visa Business payWave card</b>	each Visa Business PayWave card issued to a Client of the Bank,
<b>13/ Visa Business Gold payWave card</b>	each Visa Business Gold payWave card issued to a Client of the Bank,
<b>14/ Visa Business Platinum PayWave card</b>	each Visa Business Platinum PayWave card issued to a Client of the Bank,
<b>15/ prestige card</b>	each Visa Business Gold PayWave, Visa Business Platinum payWave or MasterCard Corporate Gold PayPass card issued to a Client of the Bank,
<b>16/ (Corporate) Client</b>	an entrepreneur, a legal person and an organisational unit without legal personality but with legal capacity that signed a bank account agreement with the Bank,
<b>17/ CVC2/CVV2 code</b>	a three-digit code printed on the back of a card used to confirm that the card is authentic at the time of making on-line, phone or postal transactions, introduced by MasterCard International and Visa International, respectively,
<b>18/ 3-D Secure code</b>	a one-time code sent by the Bank in a text message to the mobile phone number of a User registered at the Bank to verify the User's identity and additionally authorise a transaction using the 3-D Secure security standard,
<b>19/ identification code</b>	a confidential number, password or other designation of a User which may be required from the User at the time of making card transactions, in particular the CVV2/CVC2 code, 3-D Secure code and PIN,
<b>20/ card spending limit</b>	an amount agreed with a Client in writing up to which the User can make card transactions during a calendar month,
<b>21/ authorisation limit</b>	a daily and monthly limit on the number and value of card transactions, up to which the Bank agrees to authorise card transactions in response to authorisation requests received by the Bank; an authorisation limit may be set, in particular, for selected types of card transactions,
<b>22/ MasterCard International</b>	international organisation associating financial institutions of which the Bank is a member licensed to issue cards,
<b>23/ branch</b>	an organisational unit of the Bank that maintains bank accounts for Clients,

<b>24/ payment organisation</b>	international organisation associating financial institutions of which the Bank is a member licensed to issue cards. Visa International or MasterCard International, respectively,
<b>25/ PIN</b>	Personal Identification Number – a confidential number which, combined with data stored on a card, is used to electronically identify the User,
<b>26/ PIN mailer</b>	a mail with the PIN set for a User,
<b>27/ bank account</b>	an Integrated Bank Account (current and auxiliary) of a Client or a current or auxiliary account of a Client maintained with the Bank,
<b>28/ complaint</b>	a statement of a Client/User questioning the debited amount or the grounds for debiting the Client/ User in respect of a card transaction, a fee or commission for service related to card issuance, improper functioning of the card – submitted in writing, in particular, on a dedicated bank form,
<b>29/ Rules</b>	these Corporate Payment Card Rules of mBank S.A.,
<b>30/ electronic banking system</b>	Internet Customer Service System CompanyNet of mBank S.A., including the Cards module for handling and managing card portfolios,
<b>31/ Tariff</b>	Tariff of Banking Fees and Commissions of mBank for SME and Corporates,
<b>32/ POS terminal</b>	an electronic payment terminal that enables Users to make transactions, including a POS terminal equipped with a contactless reader enabling contactless transactions by tapping a card on the reader,
<b>33/ 3-D Secure security standard</b>	("MasterCard SecureCode" for MasterCard cards or "Verified by VISA" for VISA cards) security protocol for on-line transactions used by merchants offering this type of security; 3-D Secure security standard covers all cards of the Users that have their mobile phone numbers registered in the Bank's system; the Bank will not be able to offer the 3-D Secure security standard to those Users who do not have their mobile phone numbers registered in the Bank's system,
<b>34/ balance of available funds</b>	an amount of funds available within the monthly card spending limit up to which the Bank agrees to authorise card transactions in response to authorisation requests received by the Bank,
<b>35/ transaction</b>	a cash withdrawal or a payment made by card,
<b>36/ remote transaction</b>	a payment made without physical presentation of a card (via telephone, the Internet or mail),
<b>37/ contactless transactions</b>	a payment made in a POS terminal by tapping a card on a contactless reader,
<b>38/ Agreement</b>	the Agreement on Payment Cards for Corporate Clients or the Integrated Bank Account Agreement,
<b>39/ User</b>	a natural person authorised by a Client to make transactions specified in the Agreement for and on behalf of the Client, whose identification data are printed on the card,
<b>40/ Visa International</b>	international organisation associating financial institutions of which the Bank is a member licensed to issue cards,
<b>41/ card settlement currency</b>	a currency used by the Bank and a payment organisation to settle foreign card transactions made by Users; the currency is presented on the Bank's website,
<b>42/ Application</b>	application for issuing a card for a Corporate Client,
<b>43/ card cancellation</b>	a permanent block placed on a card by the Bank; any physical attempt to make a transaction by a cancelled card will be rejected and the card will be confiscated at the Bank's request.

## Chapter 2. Applying for a Card

### Article 3

1. The Bank issues cards to Clients not being subject to any liquidation, insolvency or restructuring proceedings.
2. A Client wishing to have a card issued submits a filled out application form to a branch.
3. In the application, the Client indicates, in particular:
  - 1/ its shortened name,
  - 2/ the User authorised to make transactions specified in the Rules on behalf of and for the Client, and the User's personal data, such as:
    - 3/ their first name,
    - 4/ their surname,
    - 5/ their mailing address,
    - 6/ their date of birth,
    - 7/ their personal identification number PESEL, if applicable,
    - 8/ their citizenship,
    - 9/ their ID card series and number; if the User does not have an ID card, their passport number,
    - 10/ their mother's maiden name,
    - 11/ their mobile phone number,
    - 12/ their card spending limits and the card type,
    - 13/ parameters forming the basis for settling card transactions (in particular, a bank account dedicated to settlements and a settlement currency).
4. When applying for a card, the Client reads the Rules received from the Bank, accepts their provisions and undertakes to observe them.
5. The Client undertakes to make the User familiar with the Rules.

## Article 4

1. The application is signed by persons authorised to make statements of intent with respect to the Client's property rights and obligations.
2. The Client should attach to the application the following valid documents:
  - 1/ F-01 report,
  - 2/ annual financial statements audited by a certified auditor, including the auditor's report, if the audit is required by the applicable laws, including additional information or explanations regarding financial standing as required by the Bank,
  - 3/ clearance certificate issued by the Tax Office (US) and the Social Insurance Institution (ZUS).
3. The provisions of Article 4 (2) do not apply to Clients applying for prestige cards who submit the documents referred to in Article 4 (2) upon the Bank's request.

## Chapter 3. Approval of an Application

### Article 5

1. The Bank considers applications from Clients, excluding applications for prestige cards, within 9 business days from the date of receipt of a correctly filled out application form with appendices.
2. If the Bank receives an application for prestige cards, being an approval of the offer referred to in Article 3 (2), the Bank follows the procedure set out in Article 7.

### Article 6

1. When considering the application for a card referred to in Article 5 (1), the Bank reserves the right to:
  - 1/ verify information provided by the Client in the application,
  - 2/ change the card spending limit and the card type applied for by the Client,
  - 3/ make the issue of the card conditional upon the Client providing the Bank with a security cash deposit,
  - 4/ refuse to issue the card without stating the reason.
2. In the cases referred to in Article 6 (1) (2)-(3), the Bank requests the Client in writing to approve the proposed changes.
3. The Client approves or rejects the proposed changes in writing. The provisions of Article 4 (1) apply accordingly.
4. If the Client refuses to accept the changes proposed by the Bank or fails to reply within 14 days from the receipt of the document referred to in Article 6 (2), the Bank assumes that the Client withdraws their application.

### Article 7

1. If the Client's application is approved by the Bank or the Client accepts the proposed changes, the Bank drafts two copies of the Agreement and submits them to the Client for signature (unless the Agreement has already been concluded).
2. Following the performance of actions referred to in Article 7 (1), the Bank prepares the card in order to provide it to the User.

## Chapter 4. Conclusion of an Agreement

### Article 8

The Bank issues cards for Clients who conclude an Agreement with the Bank.

### Article 9

1. The Agreement is signed by persons authorised to make statements of intent with respect to the Client's property rights and obligations.
2. In the case referred to in Article 7 (1), the Client is obliged to provide the Bank with two signed copies of the Agreement; one copy for the Bank, and one copy for the Client.

### Article 10

After signing the Agreement, the Client has the right to file new card applications. The number of cards is not limited, subject to Article 6 (1).

### Article 11

A Client undertakes to provide the Bank with the documents listed in Article 4 during the term of an Agreement on Payment Cards for Corporate Clients or an Integrated Bank Account Agreement concluded after 2 April 2018, 30 days before the start of each subsequent year of the term of the Agreement on Payment Cards for Corporate Clients or the Integrated Bank Account Agreement concluded after 2 April 2018.

## Chapter 5. Card Issue and Activation

### Article 12

A card is delivered to the User in the manner specified in the application.

### Article 13

1. A card is issued for a period indicated on the card.
2. The validity of a card expires on the last day of the month indicated on the card.

### Article 14

If a card or a PIN is not delivered within 14 business days from the date of filing a card application, the Client or the User is obliged to notify the Bank about it.

### Article 15

1. A card delivered to a User in accordance with Article 12 is inactive and cannot be used to make transactions.
2. A card may be activated:
  - 1/ by a Client – based on an instruction submitted to a branch of the Bank or via the online banking system of the Bank,
  - 2/ by a User –
    - a/ based on an instruction submitted via the 24/7 Customer Service Centre at the phone number printed on the card or on the Bank's website,
    - b/ at ATMs – provided that the User has received a PIN mailer from the Bank.
3. The card activation requirement applies to:
  - 1/ new cards, including cards issued to replace cancelled cards,
  - 2/ card duplicates,
  - 3/ renewal cards.

4. An attempt at making a transaction by a card that has not been activated may result in confiscation of the card.

#### **Article 16**

1. The signature placed by the User on the application constitutes a specimen signature for transaction receipts which must be confirmed by the User's handwritten signature.
2. The User should put their signature matching the specimen signature provided on the application on the card immediately upon its receipt, in permanent ink.
3. The responsibility for the consequences of a failure to fulfil the obligation referred to in Article 16 (2) rests with the Client.

### **Chapter 6. Using a Card**

#### **Article 17**

A card may be used only by the person for whom it was issued and whose first name, surname and signature are printed on the card.

#### **Article 18**

A card may be used until the last day of the month of its expiry period printed on the card or until its cancellation in accordance with the provisions of Chapter 17.

#### **Article 19**

A card may be used domestically and abroad in places displaying the logo of the payment organisation printed on the card.

#### **Article 20**

1. A card may be used to:
  - 1/ pay for goods and services at merchants, including in contactless transactions and at ATMs,
  - 2/ withdraw cash at ATMs and at branches of other banks that offer cash withdrawals by card, as well as in other authorised outlets, including cash withdrawals combined with cashless transactions (cashback),
  - 3/ pay for goods and services ordered or provided via postal services, over the phone, fax or on the Internet,
  - 4/ check the card balance available under the monthly card spending limit at ATMs offering the balance enquiry option,
  - 5/ perform other actions listed on the Bank's website.
2. Contactless transactions referred to in Article 20 (1) (1) can be made under the following conditions:
  - 1/ a merchant is equipped with a POS terminal with a contactless reader displaying the contactless service symbol,
  - 2/ a transaction does not exceed the value limit for a single contactless transaction defined by the payment organisation and published on the Bank's website,
  - 3/ contactless transaction exceeding the value limit referred to in Article 20 (2) (2) must be made in accordance with the rules set out in Article 21 (1) (1) or (2).
3. Regardless of the amount of a contactless card transaction, the Bank reserves the right to request the User to confirm the transaction by PIN or signature on the transaction receipt matching the signature placed on the card.
4. In order to activate the contactless functionality of a card, before making the first contactless transaction the User may be required to make a transaction referred to in Article 20 (1) (1) or (2) confirmed by PIN. The User will be notified of the need to make such a transaction in the document confirming that the card has been issued.
5. Cashback transactions referred to in Article 20 (1) (2) can be made provided that:
  - 1/ a merchant or an authorised outlet has a contactless POS terminal displaying the cashback service symbol,
  - 2/ a transaction does not exceed the value limit for a single cashback transaction set by the payment organisation, which is published on the Bank's website.
6. The transactions referred to in Article 20 (1) (3) may be made remotely at the merchants marked as referred to in Article 19 by displaying the logo of the payment organisation which accepts the cards on their websites or otherwise.
7. The provision of a card number for the purpose of making a remote transaction may result in the Client's account being debited without the need for the User to place their signature.

#### **Article 21**

1. Users authorise transactions by:
  - 1/ physically presenting a card and entering a PIN – at ATMs or at merchants and other authorised outlets equipped with POS terminals or marked in accordance with Article 19.
  - 2/ physically presenting the card and the User's signature matching the signature on the card on the transaction receipt – at some merchants equipped with POS terminals marked in accordance with Article 19,
  - 3/ providing the card details – in the case of remote transactions in the form of phone and online orders; the provision of the card details is sufficient for making a transaction;
  - 4/ providing card details and confirming the order by placing a signature in the case of remote card transactions made by postal order,
  - 5/ physically presenting the card or its placement in a device if the payment organisation does not require transactions to be confirmed by the User's handwritten signature or by PIN,
  - 6/ tapping the card on a contactless reader and entering the PIN or signing the transaction receipt – in the case of a contactless transaction exceeding the limit on the value of contactless transactions,
  - 7/ tapping the card on a contactless reader – in the case of a contactless transaction not exceeding the limit on the value of contactless transactions, subject to Article 21 (1) (4),
  - 8/ providing the card details or providing the card details and the 3-D Secure code – in the case of remote card transactions in the form of on-line orders. The 3-D Secure standard is being implemented at the Bank in stages. Information about the availability of the standard will be published in the online banking system and on the Bank's website.
2. In the case of recurring transactions (e.g. subscriptions, subscription fees, membership fees, etc.), by authorising the first transaction in the manner specified in Article 21 (1) the User agrees to subsequent transactions in the scope agreed with the merchant.
3. The User making a payment with physical presentation of a card is obliged to present an identity document if an employee of the merchant accepting the payment so requests.
4. In order to verify the authenticity of transactions, the Bank's employees may contact Users.

#### **Article 22**

1. After the User authorises a transaction in accordance with Article 21, it becomes irrevocable, with the proviso that the User has the right to revoke their consent to subsequent transactions referred to in Article 21 (2) in accordance with the rules adopted by the merchant.

2. The Bank is not liable for the recurring transactions referred to in Article 21 (2) initiated by the merchant after the User's consent has been revoked.

### **Article 23**

1. A transaction may result in a card block reducing the available card spending limit by the amount of the transaction until the date of settling the transaction or the date of dropping the block, whichever comes first, but not longer than until the date of renewing the card spending limit.
2. The block is dropped not later than 14 calendar days after it was placed.
3. If the transaction is not settled before the block is dropped, the Bank reserves the right to debit the Client's bank account with the transaction amount received by the Bank for settlement after the block is dropped plus any fees and charges connected with the transaction at the time of settling the transaction based on the settlement report received from the payment organisation.
4. Cashless card transactions can be made regardless of the available card spending limit.
5. The card spending limit is reduced not earlier than at the time of settling the transaction covered by the settlement report received from the payment organisation.

### **Article 24**

1. The Bank refuses to make a card transaction in the case where:
  - 1/ a User provides incorrect card details when authorising the transaction,
  - 2/ the Agreement has been terminated,
  - 3/ card transactions have been blocked for the account for which the card was issued,
  - 4/ available card limit is insufficient to make the transaction,
  - 5/ authorisation limits (on the number or value of transactions) defined for the card have been exceeded,
  - 6/ in the Bank's opinion, it is justified for safety reasons due to the need to protect the Bank against a fraud transaction.
2. The merchant or a branch of the Bank have the right to refuse to make a card transaction in the case where:
  - 1/ a User uses an expired or cancelled card,
  - 2/ a User enters incorrect PIN,
  - 3/ a User provides incorrect details when authorising the transaction,
  - 4/ a User refuses to produce an identity document,
  - 5/ it is impossible to obtain the Bank's consent to making the card transaction,
  - 6/ the refusal to execute the payment order for the card transaction is justified under the generally applicable laws on payment cards.

### **Article 25**

Information about the Bank's refusal to make a transaction is displayed or transmitted by a merchant or a device through which the transaction is executed, unless the information cannot be provided for reasons outside the Bank's control.

## **Chapter 7. PIN**

### **Article 26**

1. Users define their PINs on their own, during the card activation process or after the process is completed, via the 24/7 Customer Service Centre subject to Article 26 (2).
2. If such functionality is available, the Bank may issue a PIN mailer to a User at a Client's request, which renders Article 26 (1) ineffective.
3. If the PIN mailer is identified to be damaged, the User is obliged to:
  - 1/ immediately notify the Bank of this fact in order to cancel the card and have a new one issued with a new PIN, pursuant to Article 63,
  - 2/ destroy the card in a way that makes it impossible to continue to use the card or to read the data contained in the card.
4. The PIN is confidential and known only to the User.

### **Article 27**

1. In the case referred to in Article 26 (1), where a User fails to define their PIN, they will not be able to execute transactions that require PIN-based confirmation, particularly to pay for goods and services and to withdraw cash at ATMs.
2. In the card use period, a User may apply to the Bank for changing the PIN.
3. The PIN for a card duplicate and a renewal card cannot be changed, subject to Article 35.

### **Article 28**

Should a suspicion arise that an unauthorised person knows the PIN, a User is obliged to immediately take steps specified in Article 26 (3).

## **Chapter 8. Card Spending Limit and Authorisation Limits**

### **Article 29**

1. During a calendar month, a User may execute card transactions up to the amount of the card spending limit and up to authorisation limits.
2. The card spending limit is renewed every first day of the month.

### **Article 30**

1. In order to secure a Client's funds, the Bank indicates the authorisation limits (on the number and value of transactions) for individual card types.
2. A comprehensive list of standard authorisation limits for cards is available in the online banking system and at the Bank's branches.
3. Standard authorisation limits can be changed at the Client's request up to their maximum values set by the Bank via the online banking system or at the Client's written request submitted at one of the Bank's branches (at the stage of applying for a card or during the card use period).

### **Article 31**

1. The card spending limit must be approved by the Bank.
2. For the card spending limit to be approved, a Client's average monthly bank account income throughout the last quarter must be at least five times higher than the card spending limit applied for.
3. Should the card spending limit be exceeded, the responsibility lies with the Client.
4. In the card use period, the Client may apply for the following in writing on a dedicated bank form or via the Bank's online banking system:
  - 1/ permanent increase or decrease of the monthly card spending limit,
  - 2/ temporary (emergency) increase of the card spending limit.

### **Article 32**

1. The Bank reserves the right to change, without the Client's consent, the limits and restrictions on the transaction value upon identifying that timely repayment of liabilities is threatened.

2. The Bank notifies the Client without undue delay about the situation described in Article 32 (1) by phone and then by registered mail against confirmation of receipt.

## Chapter 9. Card Duplicate

### Article 33

1. A Client may apply to the Bank, in writing or via the online banking system, for issuing a card duplicate in the following cases:
  - 1/ a change in a User's surname,
  - 2/ a change in the Client's name,
  - 3/ mechanical damage of the card,
  - 4/ damage of the magnetic strip or microprocessor.
2. A card duplicate may be issued on condition that the previously issued card has been activated.
3. In the case referred to Article 1 (1) (1)-(4), the Bank prepares a card duplicate with a new expiry date and the same number and PIN as the previous card.
4. The Bank charges a fee for preparation of a card duplicate in accordance with the Tariff, except for the cases referred to in Article 33 (1) (4), when the duplicate is issued free of charge.
5. If a card duplicate cannot be issued for technical reasons, the Bank may issue a card of the same payment organisation (to replace a destroyed or damaged card), with a new number and expiry date not shorter than the expiry date of the card duplicate and of at least the same functionality as the card duplicate.

### Article 34

1. An inactive card duplicate is delivered to the existing address given by a User, registered in the Bank's system.
2. After receiving the card duplicate, the User is obliged to proceed in accordance with Articles 15-16.
3. After activating a card duplicate in accordance with the Rules, the previous card must not be used. The Client or the User is obliged to destroy the previous card in a way that makes it impossible to continue to use it or to read the card details. The responsibility for the consequences of breaching this obligation lies with the Client.

## Chapter 10. Card Renewal

### Article 35

1. A card with a new expiry date is issued automatically, subject to Article 35 (3), and delivered to a User's current address registered in the banking system.
2. If the User lost the right to use their card for reasons described in Articles 73-75, the card is not renewed.
3. In order to have the card automatically renewed, the User must activate the original card beforehand. If a Client had to make a deposit for a Visa Business payWave or MasterCard Corporate PayPass card for those cards to be issued, a card with a new expiry date is issued only upon the Bank's decision.
4. Before issuing a card with a new expiry date, the Bank may request the Client to provide documents referred to in Article 4 (2).

### Article 36

1. The User who has received a renewal card should proceed in accordance with Articles 15-16 of the Rules.
2. After activating the renewal card, the previous card must not be used. The Client or the User is obliged to destroy the card in a way that makes it impossible to continue to use it or to read the card details. The responsibility for the consequences of breaching this obligation lies with the Client.

### Article 37

If the User/Client does not receive a renewal card, they are obliged to contact the Bank.

### Article 38

1. Should a Client decide not to have a card with a new expiry date issued, the Client should:
  - 1/ notify the Bank's branch in writing, no later than 60 days before the expiry of the current card, or
  - 2/ make a note of the fact that the card with a new expiry date will not be issued in the Bank's online banking system within the time limit specified in Article 38 (1) (1) at the latest.
2. If the Client does not notify the Bank within the time limit specified in Article 38 (1) (1) or in a manner described in Article 38 (1) (2), the Client is deemed to have given their consent to the renewal of the card with a new expiry date on the principles set forth in this Chapter.

## Chapter 11. Additional Services

### Article 39

1. A User has the right to use free additional services provided by entities cooperating with the Bank, including:
  - 1/ insurance packages linked with a card,
  - 2/ membership cards entitling them to use these services.
2. The User receives the information about the type of additional services and principles of their use together with the card.
3. The Bank may require that, in order to be granted the right to use certain additional services, the User make a relevant statement of intent.
4. In the case of certain additional services, the User has to consent to the disclosure of their personal data to the entities cooperating with the Bank to the extent necessary for providing these services. A cooperating entity may use personal data only in connection with the provision of additional services.
5. Upon deciding to use additional services, the User undertakes to observe the regulations and rules concerning the use of such services, issued by entities cooperating with the Bank.
6. The Bank may introduce new additional services upon informing the Client and the User of their nature, scope and dates of their introduction.

### Article 40

1. The Bank is not liable for the quality and timeliness of the additional services provided by the entities referred to in Article 39 (1) (1) and (2) and does not act as an intermediary in the process of handling complaints or pursuing claims on account of non-performance or improper performance of these services.
2. The Bank is not liable for any claims filed by the User against the entities referred to in Article 39.



## Chapter 12. Rules of Settlement

### Article 41

1. The Bank offers the following types of cards to Clients:
  - 1/ debit card linked to a Client's bank account settled in line with Article 45,
  - 2/ charge card linked to a Client's bank account settled once a month in line with Article 45.
2. The Client specifies the card type in the application, subject to the Bank's approval.

### Article 42

1. Transactions are executed in the currency of the country in which they are effected unless the provisions of the payment organisation allow transactions in a different currency.
2. If a merchant allows transactions in a currency different than the currency of the country in which the transaction is executed, the User, by authorising such a transaction, consents to the merchant charging an additional fee or applying a relevant exchange rate.

### Article 43

1. Card transactions are debited by the Bank to the bank account indicated by a Client in the application. The Client may indicate different bank account currencies for the settlement of transactions executed in PLN and transactions executed in currencies other than PLN.
2. Visa International converts the amounts of transactions executed in a currency other than PLN to the card settlement currency at the exchange rate of Visa International, charging a commission for currency conversion in the amount set by the Bank (in line with the Tariff).
3. Mastercard International converts the amounts of transactions executed in a currency other than PLN to the card settlement currency at the exchange rate of Mastercard International.
4. The Bank converts the transactions specified in Article 43 (2)-(3) from the card settlement currency into the Client's bank account currency at the selling rate of the card settlement currency as per the Foreign Exchange Rates Table of mBank S.A. as at the transaction settlement date.
5. The settlement currency is defined by the Bank. The settlement currency is communicated to Clients on the Bank's website.

### Article 44

In the case of a debit card linked to a Client's bank account, the indicated bank account is debited with the amount of transactions executed and commissions charged immediately after the Bank receives a settlement report from a payment organisation, but not later than 3 days after receiving the report.

### Article 45

In the case of a charge card, the indicated bank account is debited with the amount of executed transactions and charged commissions on the next day following the end of the settlement cycle (or on the next business day for the Bank if the day of charging the account falls on a Saturday, Sunday or bank holiday). The day on which the bank account is charged is chosen by the Client in the application.

### Article 46

A Client authorises the Bank to charge the following amounts to the Client's bank account indicated for settlements, regardless of the balance in that bank account:

- 1/ transaction amounts on the basis of the transaction report, regardless of the transaction date and related commissions,
- 2/ fees for issuing and using cards and for using additional services referred to in Article 39.

### Article 47

1. During the card use period, a Client may apply to the Bank in writing for a change in data concerning the card settlement manner indicated in the application, in particular the following data:
  - 1/ card type,
  - 2/ end day of the charge card settlement cycle,
  - 3/ bank accounts indicated for card settlement,
  - 4/ settlement currencies indicated for card settlement.
2. The changes referred to in Article 47 (1) may be introduced only as permitted in the application.
3. The changes applied for by the Client and referred to in Article 47 (1) do not require that the card be replaced with a new one.

## Chapter 13. Commissions and Fees

### Article 48

1. Under an Agreement concluded with a Client, the Bank charges the Client with fees and commissions in the amounts specified in Chapter 1 of the Tariff (Bank Accounts) constituting an integral part of the Agreement.
2. Types or amounts of fees and commissions may be revised. The principles of changing the type or the amount of fees and commissions are determined, in particular, by the level of a given transaction's handling costs incurred by the Bank, including market parameters such as the inflation rate or foreign exchange rates affecting that level.
3. Merchants may charge their own commission on a transaction, of which they inform the User prior to the execution of this transaction. Such a commission is charged regardless of banking fees and commissions charged in accordance with the Rules, and the Bank is not liable for incorrect collection of the commission by a merchant.

### Article 49

1. The amended Tariff or a notification specifying the changes in fees and commissions along with their effective date are provided by the Bank to the Client in the manner and under the procedure for making such specified in the Regulations on Opening, Holding, and Closing an Integrated Bank Account at mBank S.A. or the Regulations on Opening, Holding, and Closing Bank Accounts at mBank S.A., depending on the type of the bank account agreement concluded between the Client and the Bank.
2. In the case referred to in Article 49 (1), the provisions of the Regulations on Opening, Holding, and Closing an Integrated Bank Account at mBank S.A. or the Regulations on Opening, Holding, and Closing Bank Accounts at mBank S.A. governing the termination of bank account agreements in the case of changes in fees and commissions apply accordingly.
3. The current rates listed in the Tariff and information on changes of rates are announced to Clients on the Bank's website or made available in the Bank's branches.

### Article 50

1. A fee for issuing a card is charged by the Bank each time after the Bank orders a card for a Client.

2. A fee for an annual use of the card is charged by the Bank each time at the beginning of the period of 12 subsequent months of the card's validity.

### **Article 51**

1. The Bank debits the following charges to a Client's account in PLN:
  - 1/ fees for issuance and use of a card,
  - 2/ commissions on the card settlement,
  - 3/ fees and commissions for additional services.
2. The Client may indicate in the application another account to be debited with the charges specified in Article 51 (1).
3. Should the Client indicate another account to be debited with the fees and commissions specified in Article 51 (1) than the account referred to in Article 51 (1), the Bank will convert the fees and commissions to the currency of the Client's bank account indicated in the application for debiting fees and commissions, at the average exchange rate from the Foreign Exchange Rates Table of mBank S.A. as at the date of debiting the Client's account with the fees and commissions due.
4. The commission on cash withdrawal is settled together with the cash withdrawal, in the manner indicated for transaction settlement.
5. The charge commission is collected for all cashless transactions, regardless of any commissions due to the Bank, in a manner indicated for transaction settlement.
6. The fees and commissions charged are non-refundable, except for the cases stipulated in the provisions of law or the Rules.

## **Chapter 14. Obligations of Clients and Users**

### **Article 52**

1. A User is obliged:
  - 1/ to comply with the Rules, the generally applicable provisions of law, and local rules regarding the use of ATMs,
  - 2/ to store the card and protect the PIN with due diligence,
  - 3/ to secure the card against loss, theft or damage,
  - 4/ not to store the card together with the PIN,
  - 5/ to take other measures necessary to prevent breaches of personal card security, and in particular prevent unauthorised access to the card or PIN,
  - 6/ to immediately cancel the card in the cases referred to in Article 63,
  - 7/ to use cards in accordance with their intended purpose,
  - 8/ to use each card only until its expiry date,
  - 9/ to store transaction receipts as well as other documents related to transactions and provide them to the Bank to document any potential complaints,
  - 10/ to report irregularities in the list of transactions pursuant to Article 59,
  - 11/ not to disclose the card number, expiry date and the CVV2/CVC2 code to third parties for purposes other than transaction execution or card cancellation,
  - 12/ to cancel bookings made using the cards prior to termination/expiry of the Agreement,
  - 13/ to withdraw (in the event of closing the card, blocking or cancelling the card, or termination/expiry of the Agreement) the consent given to a merchant to initiation of recurring transactions referred to in Article 21 (2) prior to termination/expiry of the Agreement.
2. The provisions of Article 52 (1) apply accordingly to Clients.

### **Article 53**

1. A User is obliged to each time check the amount of a transaction before its authorisation.
2. Each payment referred to in Article 20 is confirmed by a relevant transaction receipt.

### **Article 54**

Clients and Users may not use cards in violation of law, especially to purchase goods or services where the trade in such goods or provision of such services is prohibited under legal regulations applicable in the Republic of Poland or in a country in the territory of which the card is being used.

### **Article 55**

A Client is obliged to immediately notify the Bank in writing of any changes in the data included in the application.

### **Article 56**

Clients and Users are obliged to respect these Rules, in particular to use cards in a way and for the purposes that comply with these Rules.

## **Chapter 15. List of Transactions**

### **Article 57**

1. The Bank prepares a monthly or biweekly list of transactions executed by a User, as per the instruction contained in the application.
2. The list of transactions is prepared:
  - 1/ for charge cards:
    - a/ once during the settlement cycle, i.e.: on the 2nd or 16th or 25th day of the month, depending on the day of card settlement defined by a Client, or
    - b/ twice during the settlement cycle, i.e.: on the 1st and 16th day of the month or the 11th and 25th day of the month, depending on the day of card settlement defined by a Client,
  - 2/ for debit cards:
    - a/ once a month, i.e. on the 1st day of the month, or
    - b/ twice a month i.e. on the 1st and 16th day of the month.
3. If the day of preparing the list referred to in Article 57 (2) falls on a bank holiday, the Bank prepares the list on the first business day for the Bank following the bank holiday.
4. During the card use period, a Client may apply to the Bank in writing for changing the frequency at which the lists referred to in Article 57 (1) are prepared; the Client may choose from the options permitted in the application.

### **Article 58**

1. For Clients using the Bank's online banking system, the lists of transactions are made available for download in the system and within time limits set in Article 57. The parties represent that the lists made available for download in the manner defined in the previous sentence are deemed delivered.

2. For Clients not using the online banking system, the lists in hard copy are delivered under the procedure specified in the application to a Client's correspondence address.
3. If a Client does not receive the list of transactions within 10 days from the day referred to in Article 57 (2) and (3), the Client is obliged to report this to the Bank in writing within 2 business days for the Bank in order to receive a duplicate of the list of transactions.

## Chapter 16. Complaints

### Article 59

1. A Client/User may file a complaint about the services provided by the Bank under the Agreement.
2. Complaints may be filed with each organisational unit of the Bank providing customer service. The list of organisational units of the Bank together with their addresses is published on the website of mBank Group.
3. Complaints may be filed in writing, verbally – by phone or in person during a meeting with the Bank's employee – or electronically, in particular via the electronic banking system mBank CompanyNet. In the case of a complaint regarding the grounds, amount and number of transaction debits, the Bank has the right, pursuant to the rules of international payment organisations, to require that a complaint form be filed out only in writing and submitted to the Bank:
  - 1/ in the form of a scan together with appendices via the online banking system mBank CompanyNet, in the case of complaints filed through this channel,
  - 2/ in the original copy together with appendices to the Bank's organisational unit which provides customer service.
4. Each complaint should include a detailed description of the contested event, the Client's expectations as to how the Bank should resolve the complaint, card number, the name of the Client as well as the data of the person lodging the complaint (first name, surname, telephone number and email address).
5. The Bank handles complaints without undue delay, as soon as it is reasonably practicable; however, the time limit for processing and responding to a complaint should not exceed 15 business days for the Bank from the date on which the Bank received the complaint. If a complaint is particularly complex, and as such cannot be handled within the time limit stated in the previous sentence, it is admissible to extend the time limit to a maximum of 35 business days for the Bank, of which the Bank notifies the Client.
6. The Client/User is obliged to verify the list of transactions in order to control whether transaction settlements, fees and commissions relating to the use of cards are correct.
7. The Client/User is obliged to report to the Bank each irregularity in the list of transactions that may occur as a result of crediting or debiting the bank account indicated for card settlements, and in particular relating to an error or other irregularities in settlements connected with the use of the card.
8. The report referred to in Article 59 (7) should be made by the Client within 7 days from the day of receiving the list or the list being made available for download. It is assumed that the Client received the list within 10 days from the date of its issue by the Bank or it becoming available for download.
9. Having handled a complaint, the Bank notifies the Client of the outcome of the complaints procedure. Replies to complaints are provided in writing or using another durable medium.
10. If the claims arising from the Client's complaint are dismissed, the Client may request the Bank to reconsider the complaint within 14 days from the date of receipt of the reply to the complaint. The request should be made in writing. The request should contain the data referred to in Article 59 (4).
11. The provisions of Article 59 (1)-(10) do not prejudice the Client's right to assert claims against the Bank in accordance with generally applicable laws.
12. The Polish Financial Supervision Authority is the regulatory authority supervising the Bank's activities.

### Article 60

1. The Bank may request a User whose card was used for the execution of a transaction complained about to immediately send all the documents justifying the complaint, in particular:
  - 1/ terminal receipt confirming the transaction,
  - 2/ the code, i.e. the number of transaction cancellation, in the case of cancelling an online or a phone transaction,
  - 3/ terminal receipt confirming that the payment was made by the Client using a different method in the case where the card transaction was rejected,
  - 4/ terminal receipt confirming that the transaction was not executed in the case where the transaction was not executed,
  - 5/ document confirming that the goods were returned or the service was cancelled in the case where the goods were returned or the service was cancelled.
2. The User is required to keep the documents referred to in Article 60 (1) for the period of 60 days from the date of the transaction to which the document relates.
3. The User's failure to provide the Bank with the documents referred to in Article 60 (1) is considered by the Bank as the User's confirmation of the transaction.
4. If the complaint concerns a transaction which, according to the User, has not been executed by them, the Bank may request the User to provide a document confirming that the User has reported to the Police that the card transaction was executed by an unauthorised person, and request to cancel the card. A refusal or failure to provide the aforesaid document and a failure to cancel the card within the time limit set by the Bank not exceeding 7 calendar days from the receipt of the Bank's request, is considered by the Bank as the User's confirmation of the transaction complained about.

### Article 61

1. When starting the complaint handling process, the Bank may, in justified cases, conditionally credit the Client's account with the questioned transaction amount, provided that the User complies with the obligations set forth herein. The Bank notifies the User in writing if the complaint has been conditionally acknowledged.
2. If the Bank does not recover the questioned amount in the course of the complaint handling process, the Bank debits the Client's bank account with this amount with the date on which it was conditionally credited.
3. The Bank handles complaints in accordance with standard procedures of payment organisations that are uniform for all banks being members of the said payment organisations.

### Article 62

The Bank requests a copy of the transaction receipt upon the Client's request, complying with the rules for handling complaints.

## Chapter 17. Card Cancellation

### Article 63

1. A User is obliged to cancel their card immediately upon discovering that:
  - 1/ the card has been destroyed,
  - 2/ the card has been lost,
  - 3/ the card has been stolen,
  - 4/ the card details or PIN code has been disclosed to an unauthorised person,
  - 5/ the card has been used by an unauthorised person,
  - 6/ the card has been misappropriated,
  - 7/ someone has gained unauthorised access to the card.
2. The card cancellation referred to in Article 63 (1) is made by the User by phone via the 24/7 Customer Service Centre.
3. The User is obliged to respond to questions asked by the employee of the 24/7 Customer Service Centre for the purpose of identification.
4. If a Client encounters situations other than those referred to in Article 63 (1), the Client may cancel their payment cards via the Bank's online banking system or at the Bank's branch.

### Article 64

1. The employee receiving the report referred to in Article 63 (1) confirms the fact that the card has been cancelled and confirms the date, hour and minute of receipt of the report in the same way the report was made.
2. The Bank is entitled to record and archive telephone conversations regarding cancellations referred to in Article 63 (1) in the manner defined by the Bank in order to document the exact date, hour and minute of receipt of the report.
3. At the request of a Client or a User, the Bank may issue a written confirmation of card cancellation.

### Article 65

Cards are cancelled until their expiry date.

### Article 66

1. In place of a cancelled card, at the request of the Client the Bank issues a new card for the User with a new number and expiry date.
2. If a card is lost and then cancelled, and a new card is issued in its place, it is not necessary to conclude a new Agreement.
3. If a given card type has been withdrawn from the Bank's offer, a new card of this type cannot be issued. The Bank informs the Client/User of its inability to issue a new card when the Client submits an instruction to order a new card.

### Article 67

1. Card cancellation is irrevocable.
2. If a cancelled card is recovered, it cannot be used again.
3. If a cancelled card is recovered, the User or the Client is obliged to destroy it in line with Article 36 (2).

## Chapter 18. Liability for Card Use

### Article 68

1. A Client is fully liable for:
  - 1/ transactions authorised by the User in accordance with these Rules,
  - 2/ consequences of how the User uses the card, particularly in the case of:
    - a/ using the card in a manner inconsistent with the Rules, generally applicable provisions of law, and local rules regarding the use of ATMs,
    - b/ failure to immediately cancel the card at the Bank, in accordance with these Rules,
    - c/ transactions executed by unauthorised persons who were given access to the card or the PIN by the User or the Client,
    - d/ remote transactions, i.e. transactions executed without physical production of the card.
2. The Client is liable for recurring transactions referred to in Article 21 (2) if the consent for initiation of such transactions by the merchant has not been withdrawn despite card cancellation/closure.
3. If the Agreement is concluded with more than one Client, all the Clients bear joint and several liability towards the Bank.

### Article 69

The Client is liable for any transactions not authorised by the User executed with the card after submitting the report referred to in Article 63, if they were caused by the User's or the Client's deliberate actions.

## Chapter 19. Card Closure

### Article 70

1. A Client may close a card before its expiry date provided that the Client submits a written closure form.
2. If the Client closes a card after the time limit specified in Article 39 (1), the annual card fee is non-refundable.
3. The Bank cancels the card and membership cards entitling their holders to additional services (if the User holds such cards) on the date of receipt of the written closure form. Provisions of Article 36 (2) apply accordingly.
4. In the case of recurrent cashless transactions referred to in Article 21 (2), the User or the Client are obliged to withdraw the consent for the execution of such transactions with the merchant within 30 days before the date of card closure.
5. In the case of card closure, the Client and the User should destroy all membership cards entitling their holders to additional services in the manner referred to in Article 36 (2).
6. The Client bears all consequences of failure to fulfil the obligations referred to in Article 70 (4)-(5) and for transactions made with the use of the card and membership cards.

## Chapter 20 Loss of Right to Card Use

### Article 71

Cards are the Bank's property. A Client and a User are obliged to use their card in accordance with the principles set forth herein.

## Article 72

The Bank may deprive the User of the right to use the card, particularly in the following cases:

- 1/ the Client or the User does not comply with the provisions of the Agreement or these Rules,
- 2/ the Client fails to meet its obligations under other agreements concluded with the Bank, for example:
  - a/ causes an unauthorised debit balance in the Client's bank account,
  - b/ does not meet their obligations under credit risk bearing agreements,
- 3/ an authorised institution seizes receivables from the Client's bank account,
- 4/ the Client's legal form changes,
- 5/ a bankruptcy petition is submitted with regard to any of the Clients, or liquidation, restructuring, enforcement or insolvency proceedings are opened against any of the Clients,
- 6/ the Client's financial standing and their ability to meet their liabilities under the Agreement concluded with the Bank is assessed as negative,
- 7/ an event occurs that may be considered by the Bank as possibly having a negative impact on the financial standing of the Client and its ability to meet its obligations under the Agreement concluded with the Bank as well as its business performance.

## Article 73

The User loses the right to use the card in the following cases:

- 1/ termination of the bank account agreement by any of the parties,
- 2/ termination of the bank account agreement concluded with the Client due to its expiry,
- 3/ expiry of the card's validity,
- 4/ the User's death,
- 5/ at the Client's request,
- 6/ withdrawal of the card from the Bank's offer.

## Article 74

If the User loses the right to use the card, the Bank cancels the card; in the event of the User's death, the Bank cancels the card on the day of becoming aware of this fact. The Client is obliged to immediately return the card and any membership cards held.

## Article 75

1. In the cases referred to in Article 73, the Bank immediately notifies the Client over the phone, followed by a written confirmation, that the User has lost their right to use the card and that the Client is obliged to destroy the card and any membership cards held by the User entitling them to use additional services.
2. In the cases referred to in Article 72 (1)-(5), the User automatically loses the right to use their card on the day one of the said reasons occurs.
3. In the case referred to in Article 72 (6), the User loses the right to use their card on the day indicated by the Bank.

## Article 76

1. The Bank may at any time request the Client to provide a security cash deposit to cover liabilities from the use of the card.
2. The cash deposit is returned to the Client after 30 days following return of the card to the Bank or the date of card cancellation.

## Chapter 21. Amendments to the Rules and Termination of the Agreement

### Article 77

1. The provisions of the Rules may be amended during the term of the Agreement.
2. Any amendments to these Rules referred to in Article 77 (1) are delivered to Clients by means of publishing these amendments on the website of mBank Group at: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje), together with the text of the amended Rules. Information on the publication date of the amendments and their effective date will be provided together with the amended Rules. The date of delivery of the amended Rules to Clients is deemed the eighth day upon the publication of the amended Rules on the website of mBank Group at: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje).
3. If a Client refuses to accept the new terms of the Agreement resulting from amendments to the Rules, it should make a refusal in writing within 14 days from the date of receipt of the amended Rules. Refusal to accept the new terms of the Agreement results in the Client losing the right to use all cards in accordance with Article 73 (5). In such a case, the provisions of Article 74 and Article 75 (2) apply accordingly.
4. If the Client refuses to accept the amended Rules, it should return all issued cards to the Bank.
5. The Bank immediately cancels the cards upon receipt of the refusal referred to in Article 77 (4).
6. The Client's failure to make a statement of intent as to the acceptance of the new terms of the Agreement within 14 days from the date of their delivery is treated by the Bank as the Client's acceptance of the new Rules upon their effective date.
7. Clients undertake towards the Bank to read the information for Clients published on the website of mBank Group at: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje) at least once a week.

### Article 78

1. Any party may terminate the Agreement with one month's notice.
2. The Agreement is terminated by any party in writing by a termination notice signed by the persons authorised to make statements of intent with respect to property rights and obligations of the parties.
3. If the Agreement is concluded with more than one Client, the termination notice should be signed by all the Clients. One of the Clients may submit the notice exclusively on the basis of a power of attorney from the other Clients.
4. If the Agreement is terminated by the Bank, a Client will be informed of the reason for the termination.
5. The termination notice is delivered to the other party to the Agreement by registered mail against confirmation of receipt or by hand delivery against receipt.
6. The notice period for termination commences when the notice is delivered to one of the parties.

### Article 79

The Bank may terminate an Agreement on Payment Cards for Corporate Clients or an Integrated Bank Account Agreement concluded after 2 April 2018 if the following material circumstances occur:

- 1/ a card is used in a way that exposes the Bank to financial losses,
- 2/ a material breach of the provisions of the Agreement or the Rules by a User or a Client,
- 3/ a Client fails to meet its obligations under other agreements concluded with the Bank,
- 4/ a Client's account is seized by an authorised institution,

- 5/ termination of the bank account agreement by any of the parties,
- 6/ the bank account agreement is terminated due to its expiry,
- 7/ the Client's legal form changes,
- 8/ a bankruptcy petition is submitted with regard to any of the Clients, or liquidation, restructuring, enforcement or insolvency proceedings are opened against any of the Clients,
- 9/ the Client's financial standing and their ability to meet their liabilities under the Agreement concluded with the Bank is assessed as negative,
- 10/ an event that may be considered by the Bank as possibly having a negative impact on the financial standing of a Client and its ability to meet its obligations under the agreement concluded with the Bank as well as its business performance,
- 11/ withdrawal of a given card type from the Bank's offer, unless a Client uses a different card type,
- 12/ limitation of activity in the area of issuing cards,
- 13/ failure of each User of a Client to provide the mobile phone number for the purpose of the 3-D Secure security standard at the request of the Bank within a time limit specified by the Bank.

#### **Article 80**

1. If the Agreement is terminated by a Client, their card should be returned to the Bank.
2. The Bank cancels the card on the day of receiving the Agreement termination notice.

#### **Article 81**

Notwithstanding the termination of the Agreement, return of cards or their expiry, the Client is obliged to settle all liabilities arising from transactions made with those cards, as well as pay all fees, commissions and interest connected with the issue and use of the cards.

### **Chapter 22. Final Provisions**

#### **Article 82**

The Bank, under a separate agreement on the online banking system of the Bank and upon fulfilment of other conditions that may apply, enables an authorised representative of a Client to manage the cards issued for the Client via the system.

#### **Article 83**

1. The Bank, in order to protect the interests of Clients and Card Users and the justified interests of the Bank, especially in the case of a threat to the timely repayment of liabilities arising from a Client's use of its cards, is entitled to contact Clients or Users by phone without prior notice.
2. The Bank may block a card or cancel it for justified reasons relating to:
  - 1/ the card's security,
  - 2/ a suspected unauthorised use of the card or intentional actions leading to the execution of transactions which have not been authorised by the Card User in the manner referred to in Article 21,
  - 3/ a suspected threat to the timely repayment of liabilities arising from a Client's use of its cards.
3. The Bank informs the User of its intention to block their card or to cancel it, unless a given User cannot be reached or the provision of information on card block/cancellation would be unjustified for safety reasons or prohibited under separate provisions of law.
4. If the reasons listed in Article 83 (2) cease to apply, the Bank unblocks the card or issues a new card to replace the cancelled card at the request of the Client.
5. If the Bank cancels a card for reasons listed in Article 83 (2):
  - 1/ the User or the Client is obliged to destroy the card in accordance with Article 36 (2). The Client is responsible for the consequences of a failure to meet this obligation,
  - 2/ the Bank may refuse to issue any new cards to the Client.

#### **Article 84**

Any matters not regulated by these Rules are governed by the provisions of:

- 1/ the Integrated Bank Account Agreement or the Bank Account Agreement and
- 2/ Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A. or the Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A.,

depending on the type of the bank account agreement concluded between a Client and the Bank, and the applicable legal regulations, in particular the provisions of the Polish Civil Code and the Payment Services Act of 19 August 2011.

#### **Article 85**

Unless the Agreement or the Rules provide otherwise, all written correspondence between the Bank and a Client under the Agreement is deemed to have been delivered:

- 1/ on the date of its receipt by the Client, or
- 2/ on the date of the first advice note for registered mail sent to the Client's last address known to the Bank.

#### **Article 86**

All disputes between the parties resulting from the performance of the Agreement, which are not solved by way of agreement between the parties, will be settled by a common court competent for the registered office of the Bank.

#### **Article 87**

The Bank is not liable for the consequences of circumstances beyond the Bank's control, in particular:

- 1/ refusal to accept a card by merchants or transaction value limits imposed by merchants,
- 2/ refusal to execute a transaction by a merchant of another authorised institution,
- 3/ refusal to execute a card transaction by the Bank given in reply to an authorisation request,
- 4/ inability to execute a transaction due to authorisation limits set by a Client,
- 5/ inability to fulfil the Bank's obligations as a result of circumstances beyond its control, in particular occurrences of force majeure and orders of state authorities and public administration,
- 6/ refusal to fulfil the Bank's obligations resulting from the generally applicable laws allowing the Bank to do so,
- 7/ a breakdown of the authorisation and settlement system,
- 8/ a breakdown or malfunction of the device accepting cards and registering transactions,
- 9/ downtimes of the authorisation and settlement system due to installation of modifications improving the operation of the system.

## Article 88

1. A merchant or an ATM can retain a card for the following reasons:
  - 1/ an incorrect PIN has been entered,
  - 2/ the card has been cancelled,
  - 3/ the card is no longer valid,
  - 4/ instructions have been received to withhold the card,
  - 5/ the signature on the card does not match the signature on the debit document,
  - 6/ the card is used by an unauthorised person.
2. If the card is withheld by a merchant or an ATM, the User is obliged to immediately contact the Bank to determine further actions.

## Article 89

1. The Bank acts as the controller of the personal data of Clients, Clients' representatives and Card Users.
2. In order to conclude and perform the Agreement, the Bank processes the personal data of Clients, Clients' representatives and Card Users. The provision of personal data is necessary for the conclusion and performance of the Agreement.
3. The Bank processes the personal data of Clients, Clients' representatives and Card Users also:
  - 1/ for the purposes of banking operations, i.e. for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, handling complaints, asserting claims, preventing frauds, performing obligations arising from the applicable law, in particular AML, FATCA, CRS, MIFID, and archiving,
  - 2/ in order to provide the Client with marketing materials promoting the services and products of the Bank and mBank Group subsidiaries. The list of mBank Group subsidiaries is available on the website of mBank Group at: [www.mbank.pl](http://www.mbank.pl).
4. The Bank processes personal data of Clients, Clients' representatives and Card Users for the period necessary to conclude and perform the Agreement, and then for the period of ten years from the date of the Agreement termination or for another period being the prescription period of possible claims. After the lapse of the above time limits the Bank anonymises the personal data.
5. Clients, Clients' representatives and Card Users:
  - 1/ have the right of access to their data and to rectification of their data, as well as the right to data portability; and
  - 2/ may demand that the data be erased or that their processing be restricted, or may object to their processing.
6. The function of the Personal Data Protection Officer is held by the Bank's employee, who may be contacted at the following email address: [Inspektordanychosobowych@mbank.pl](mailto:Inspektordanychosobowych@mbank.pl).
7. Detailed information concerning the principles and procedure for processing personal data by the Bank is specified in the GDPR package available on the official website of mBank Group at: <https://www.mbank.pl/pdf/rodo/mbank-rodo-dla-klientow-korporacyjnych-11-2020-en.pdf>.
8. The President of the Personal Data Protection Office acts as the supervisory authority for personal data protection issues, and Clients, Clients' representatives and Card Users have the right to lodge a complaint to him/her.

## Article 90

1. Please be informed that the personal data of Clients, Clients' representatives and Card Users may be disclosed to:
  - 1/ entities entrusted by the Bank with data processing for the purpose of the performance of agreements on rendering services for the benefit of the Bank,
  - 2/ payment organisations.
2. The Bank has the right to provide data on liabilities arising from the Agreement, including a Client's personal data, to:
  - 1/ Bankowy Rejestr (Banking Register, "BR") – a database administered by the Polish Bank Association with its registered office in Warsaw, operating pursuant to the Banking Law Act of 29 August 1997,
  - 2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau, "BIK") operating pursuant to the Banking Law Act of 29 August 1997,
  - 3/ business information bureaus operating under the Act of 9 April 2010 on Disclosure of Business Information and Exchange of Business Data if:
    - a/ total amount of liabilities due 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, being the creditor disclosing the data, sent, by registered mail, to the correspondence address specified by the Client, and if the Client did not provide such an address – to the address of the Client's registered office, a request for payment containing a warning of its intention to provide the data to the bureau, stating the bureau's company name and address of its registered office.
3. Clients' data, including personal data, collected in BR and BIK may be disclosed to:
  - 1/ other banks,
  - 2/ financial institutions operating as subsidiaries of banks within the meaning of the Banking Law Act of 29 August 1997,
  - 3/ other entities authorised on a statutory basis – on the terms and conditions specified in the Banking Law Act of 29 August 1997,
  - 4/ business information bureaus referred to in the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, within the scope and on the terms and conditions specified therein.

## Article 91

The provisions of Chapter II of the Payment Services Act of 19 August 2011 (except for Article 32a) as well as the provisions of Articles 34, 35-37, 40 (3)-(4), 45, 46 (2)-(5), 47, 48 and Articles 51, 144-146 of the Payment Services Act of 19 August 2011, and, whenever acceptable, any other legal provisions which amend or modify the above provisions, do not apply to the payment services provided under the Agreement.