

Rules on the Use of Direct Debit

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Appendices:

- No. 1 Template form "Payee's application for access to cash payments in the form of direct debit"
- No. 2 Template form "Consent for debiting of an account"
- No. 3. Template form "Withdrawal of consent for debiting of an account".

Chapter 1. General provisions

§ 1

1. The Rules on the use of Direct Debit (hereinafter "the Rules") set out the terms on which mBank S.A.:
 - 1/ executes cash payments in PLN ordered by the Payee in the form of a direct debit, queries about consent of Payers, and
 - 2/ provides the Direct Debit Plus service to the Payee.
2. "Direct Debit" means a payment service within the meaning of the Payment Services Act of 19 August 2011 (as amended), hereinafter referred to as the "Payment Services Act", which consists of debiting a specified amount to the Payer's account as a result of a payment transaction initiated by the Payee on the basis of the Payer's consent.

§ 2

Definitions of terms used in the Rules:

1/ Bank	mBank S.A. with its registered office in Warsaw,
2/ Direct Debit Plus	a service under which the Bank: <ol style="list-style-type: none">a/ transmits to the Payers' banks the written or electronically signed consents of the Payers received from the Payee; andb/ provides the Payee, in mBank CompanyNet or another electronic banking system, with electronic reports concerning those consents referred to in § 16,
3/ Payer/Debtor	depending on the provisions of the Agreement, it is an entity whose account is debited by the Bank as a result of the execution of a direct debit instruction submitted by the Payee,
4/ branch	the organisational unit of the Bank which maintains the Payee's bank account,
5/ Payee/Creditor	the issuer of a direct debit instruction with whom the Bank has concluded an Agreement on the use of direct debit. If "Creditor" is used in the Agreement instead of "Payee", "Creditor" is "Payee" within the meaning of the Rules,
6/ Agreement / Agreement on the use of direct debit	the "Direct Debit Agreement" concluded between the Bank and the Payee on the basis of the Rules in force,
7/ bank account agreement	an agreement for a current or auxiliary bank account concluded between the Bank and the Payee on the basis of: <ol style="list-style-type: none">a/ "Rules of opening, maintaining and closing bank accounts in mBank S. A." orb/ "Rules of opening, maintaining and closing an integrated bank account in mBank S. A." Under the bank account agreement, the Bank maintains a bank account for the Payee with the number specified in the Agreement,
8/ cash payments in the form of direct debit	cash payments in PLN between the Payee and the Payer in the form of a direct debit, executed on the basis of the provisions of the Payment Services Act,
9/ direct debit instruction	an instruction of the Payee based on which the Bank debits the Payer's payment account with a specified amount and credits the Payee's account with that amount. The Payee's instruction also means the Payee's consent that the Payer's bank may cancel the debiting of the Payer's account and crediting of the Payee's account if the Payer requests the return of the direct debit amount,
10/ execution of direct debit instructions:	<ol style="list-style-type: none">a/ transmission of a direct debit by the Bank to the Payer's bank,b/ crediting the Payee's bank account with the amount of the direct debit or informing the Payee of the reason for the refusal to do so, andc/ if the Payer requests a refund of the direct debit amount - debiting the Payee's bank account, in particular with the amount of the refund.

§ 3

Based on the Agreement:

- 1/ the Bank undertakes to:
 - a/ execute direct debit instructions submitted by the Payee, queries about Payers' consents, and
 - b/ if the Agreement so provides, provide the Payee with the Direct Debit Plus service,
- 2/ the Payee agrees that the Bank may debit the Payee's bank account with:
 - a/ the amount of an executed direct debit,
 - b/ the amount of a returned direct debit if the Payer submits a return instruction, together with interest due to the Payer as interest on the Payer's account. Interest is calculated from the date on which the Payer's payment account is debited, and
 - c/ receivables of the Bank which arise from the Agreement,
- 3/ the Payee agrees that the Payee's bank account may be debited with the amounts of returned executed direct debits and the Bank's receivables which arise from the Agreement. In the case of a return instruction of a Payer who is a consumer within the meaning of the Civil Code, the Payee agrees to return the amounts of an unauthorised direct debit together with interest due to the Payer as interest on the Payer's payment account within the time limits specified in the Payment Services Act.

§ 4

Cash payments in the form of direct debit are based on electronic direct debit instructions which the Payee submits only by means of:

- 1/ mBank CompanyNet, or
- 2/ another electronic banking system.

§ 5

1. The Rules constitute an integral part of the Agreement and are binding on both parties for the duration of the Agreement. The Bank makes the reservation that it may amend the Rules in the manner and on the terms specified further in the Rules.

2. In matters not regulated by the Agreement and the Rules, the relevant provisions of law apply. In particular, these are the provisions of the Civil Code, the Foreign Exchange Law, and the Payment Services Act.
3. In respect of payment services provided under the Agreement, the following provisions do not apply:
 - 1/ Chapter II of the Payment Services Act (except for Article 32a), and
 - 2/ Article 34, Articles 35-37, Article 40 (3)-(4), Article 45, Article 46 (2)-(5), Article 47, Article 48 and Article 51, Articles 144-146 of the Payment Services Act, or
 - 3/ where permitted, other legislation that modifies or amends those provisions.

Chapter 2. Conclusion of the Direct Debit Agreement

§ 6

1. The Agreement is concluded for an indefinite period of time in writing or electronically (in particular in mBank CompanyNet) under pain of nullity.
2. The Agreement is concluded at the request of the Client (future Payee). The template of the "Payee's application for access to cash payments in the form of direct debit" is presented in Appendix 1 to the Rules.

§ 7

The following form an integral part of the Agreement:

- 1/ the Rules,
- 2/ the "Tariff of bank commissions and fees in mBank for SMEs and Corporates" and, if the Agreement so provides:
- 3/ the "Consent file structure",
- 4/ the "Consent processing status return report format",
- 5/ the "List of persons authorised to act on behalf of the Payee".

§ 8

1. The Agreement is concluded when it is signed by persons authorised to make declarations of will regarding the property rights and obligations of the parties.
2. One copy of the signed Agreement remains with the Bank, the other copy (together with the text of the Rules) is given to the Payee.
3. By concluding the Agreement, the Bank agrees that the Payee may use direct debit.

§ 9

The Agreement enters into force 7 days after its conclusion.

Chapter 3. Rules for the submission and execution of direct debits

§ 10

The Payee undertakes to:

- 1/ submit direct debit instructions:
 - a/ only in relation to a Payer from whom it has received consent to debit the Payer's account by direct debit on the contractual due dates of specified obligations,
 - b/ corresponding to the Payer's consent to debit the Payer's account by direct debit in the amount set in the documents sent to the Payer, e.g., bills, invoices,
- 2/ inform a Payer who is a consumer within the meaning of the Civil Code that in order to execute the direct debit the Payer does not have to submit consent to the Payer's bank (unless the Payer's bank requires such consent, in writing or with electronic signature). If the Payer's bank receives an instruction initiating a direct debit, this means that consent has been given,
- 3/ check all elements of the Payer's consent, i.e., check that they are:
 - a/ correct (if they have not been delivered to the Payer's bank for verification) – it is the Payee who is responsible for the correctness of the consents,
 - b/ authentic,
 - c/ legally effective.

To be effective, the Payer's consent should at least include:

 - d/ the account number, name and signature of the Payer,
 - e/ the name of the Payee, and
 - f/ the following elements agreed with the Payee: a unique payee identifier and a unique payment identifier resulting from the respective legal relationship between the Payer and the Payee, and
 - g/ other elements which result from the interbank rules on direct debit.

A recommended consent form is set out in Appendix 2 to the Rules.
- 4/ keep the consents and provide the Bank with an image of the consent if the Payer's bank makes a complaint. The Payer may at any time request that the Payer's bank confirm or transfer the consent on the basis of which the Payer's payment account was debited.

§ 11

1. The Bank accepts direct debit instructions from the Payee in order to transmit them to the Payer's bank.
2. Direct debit instructions with a due date no later than the next business day for the Bank, accepted by the Bank on a business day for the Bank until the cut-off time (determined as indicated in sub-paragraph 5), are transferred by the Bank to the Payer's bank for execution on the next business day.
3. Direct debit instructions with a due date later than the next business day for the Bank, accepted by the Bank on a business day for the Bank until the cut-off time (determined in the manner indicated in sub-paragraph 5), are transferred by the Bank to the Payer's bank for execution on the due dates specified in the instructions.
4. Direct debit instructions accepted by the Bank on a business day for the Bank after the cut-off time determined in the manner indicated in sub-paragraph 5 and on a non-business day for the Bank are transferred by the Bank to the Payer's bank in accordance with sub-paragraph 2 or sub-paragraph 3.
5. The Bank provides detailed information on the cut-off times for submitting instructions:
 - a/ on its website: <https://www.mbank.pl/informacje-dla-klienta/m-sp-korporacje/>, or
 - b/ on the Bank's client service premises.

§ 12

1. The Bank executes direct debit instructions submitted by the Payee if they contain at least:

- 1/ the account number of the Payee,
 - 2/ the unique identifier of the Payee (tax identifier NIP, and when the Payee does not have such an identifier, then NIW, i.e., Payee Identification Number),
 - 3/ the account number of the Payer, which is the Payer's unique identifier, the first name, surname or company name of the Payer,
 - 4/ the amount of debt,
 - 5/ the unique payment identifier (IDP), a payment designation identifying a regular payment of a given Payer, e.g., the Payer's telephone number, electricity meter number, etc. (a sequence of up to 20 alphanumeric characters without spaces and special characters),
 - 6/ due date – the date specified by the Payee as the due date on which the Payer's account is to be debited,
 - 7/ Payer status "F" or "P":
 - a/ "F" – a Payer who is a consumer within the meaning of the Civil Code,
 - b/ "P" – other payers.
2. If the Payee submits a direct debit instruction in accordance with sub-paragraph 1, this means that the direct debit transaction is authorised.
 3. The Bank is deemed to have executed a direct debit instruction in favour of the Payee if it has done so in accordance with:
 - 1/ the unique identifier of the Payee (sub-paragraph 1(2)),
 - 2/ the unique identifier of the Payer (sub-paragraph 1(3)), and
 - 3/ the unique payment identifier (sub-paragraph 1(5)).
 4. The Payee receives the amount due for the direct debit through the Bank:
 - 1/ to an account with the Bank with the number specified in the Agreement, held with the Bank,
 - 2/ at the latest on the next business day following the transmission of the direct debit instruction by the Bank.
 5. The Bank makes the following available in mBank CompanyNet or another electronic banking system:
 - 1/ information on the execution status of direct debits, and
 - 2/ reports on direct debits executed and refused by the Payer's bank stating the reason for refusal.

§ 13

1. The Bank undertakes to make available to the Payee, at the Payee's request, an up-to-date list of organisational units of banks which may act as intermediaries in the execution of direct debits.
2. The Bank refuses to accept a direct debit instruction from the Payee if the Payee addressed it to an organisational unit of the Payer's bank which does not participate in the execution of direct debits.
3. The Payee acknowledges and accepts that the Payer's bank may refuse to debit the Payer's payment account with the direct debit amount, in particular when:
 - 1/ the Payer has not given the Payer's bank the Payer's consent for direct debits to be debited to the Payer's payment account or has withdrawn such consent, or
 - 2/ the account of the Payer who is a consumer within the meaning of the Civil Code was blocked before the direct debit was debited, or
 - 3/ the Payer has not effectively given consent for a direct debit or has blocked direct debits or the Payee has not presented the consent given by the Payer to the Bank when requested by the Bank,
 - 4/ the Payer effectively withdrew the Payer's previous consent,
 - 5/ the funds on the Payer's payment account are insufficient to cover the full direct debit amount,
 - 6/ the funds on the Payer's payment account have been seized by the authorities entitled to do so,
 - 7/ the Payer's payment account is closed,
 - 8/ the Payee's unique identifier (NIP or NIW) or the Payer's unique identifier or the unique payment identifier (IDP) in the direct debit received by the Payer's bank do not match the identifiers specified in the Payer's consent,
 - 9/ due to a system failure, the Payer's bank could not properly debit the Payer's account with the direct debit amount,
 - 10/ the Payer revoked the outstanding direct debit.

§ 14

1. The Payee acknowledges that the Payer may:
 - 1/ revoke the next outstanding direct debit without stating a reason (which is not the same as withdrawing consent),
 - 2/ claim a refund for the amount of a single direct debit which was debited to the Payer's payment account within:
 - a/ 8 weeks (56 calendar days) from the date of debiting the Payer's payment account if the Payer is a consumer within the meaning of the Civil Code,
 - b/ 5 business days from the date of debiting the Payer's payment account for other Payers,
 - c/ 13 months from the date of debiting the account for an unauthorised direct debit, where the Payer is a consumer within the meaning of the Civil Code.
2. The Payee acknowledges that the Payer's bank must as soon as possible provide the Payee's bank with an instruction to return an executed direct debit. The maximum time is 2 business days after the expiry of the time limits referred to in sub-paragraph 1.
3. The Payee agrees that the Bank may debit the Payee's account (as defined in § 12(4)(1) of the Rules) within the time limits specified in sub-paragraphs 1(2) and 1(3), subject to sub-paragraph 2, if the Payer submits an instruction to return the direct debit amount with:
 - 1/ the amount of the executed direct debit, and
 - 2/ interest due to the Payer as interest on the Payer's payment account calculated by the Payer's bank.

If there are insufficient funds in the indicated account of the Payee, the Bank debits other accounts or deposits of the Payee, except for the Social Benefits Fund account. If the funds are in a currency other than PLN, the Bank converts them at the purchase rate in the Table of FX Rates of mBank S. A. as at the repayment date. The choice of bank account or deposit from which the repayment is to be made is at the Bank's discretion.
4. The Bank may, and the Payee authorises the Bank to do so, cause a debit balance on the Payee's account due to the return of the amount of an executed direct debit together with interest. If a debit balance is created due to the return of a direct debit, the Bank charges statutory interest on such debit balance from the date of the occurrence of such debit balance until the date of its repayment.

Chapter 4. Rules for submitting and executing queries about Payer's consents

§ 15

1. The Bank undertakes to execute the Payee's instruction which is a query about the Payer's consent registered in the Payer's bank, which contain at least the elements specified in § 12, with the reservation that the amount of the debt must be "0.00" PLN.
2. The instruction referred to in sub-paragraph 1 is not a direct debit instruction. However, the provisions of the Agreement and the Rules concerning direct debit apply to it accordingly.
3. In connection with the execution of the Payee's instruction referred to in sub-paragraph 1, the Bank charges commissions or fees as for the execution of a direct debit instruction.

Chapter 5. Direct Debit Plus

§ 16

The Bank undertakes to the Payee, if the Agreement so provides, to:

- 1/ transmit to the Payers' banks written or electronically signed consents received from the Payee, and
- 2/ make available to the Payee, in mBank CompanyNet or another electronic system, electronic reports with lists of Payers' consents:
 - a/ confirmed – where the Bank does not receive any information that the Payers' banks did not accept them or that the verification of consent of Payers who are consumers within the meaning of the Civil Code is negative,
 - b/ rejected or where the verification by the Payers' banks is negative (together with rejection codes).

§ 17

1. In order to use the Direct Debit Plus service, subject to the provisions of the Agreement, the Payee undertakes to:
 - 1/ post on the website electronic files with scans of individual copies of Payers' written consents or electronically signed consents in accordance with Appendix 1 to the Agreement,
 - 2/ transfer an electronic file:
 - a/ with the structure described in the appendix to the Agreement referred to in § 4(1)(3) of the Agreement,
 - b/ placed on an electronic data carrier,
 - c/ containing the information listed in the Payers' consents referred to in point 1,
 - 3/ at the Bank's request, deliver one copy of the Payers' original written consents. The phrase "Direct Debit Plus" should be written on the dispatch. The mailing address is available at: <https://www.mbank.pl/pomoc/dokumenty/msp-korporacje/obsługa-bieżaca/obsługa-rozliczeń/>.
2. The Payee undertakes to send each time information about the dispatch of consents of the Payers to the e-mail address: PolecenieZaplatyPlus@mbank.pl.
3. Specimen forms of the "Consent for debiting of an account" and "Withdrawal of consent for debiting of an account" are attached as Appendix 2 and Appendix 3 to the Rules, respectively.
4. A change of the address referred to in sub-paragraph 1(3) does not constitute an amendment to the Agreement or the Rules, provided that the Bank gives two weeks' notice of such change on its website.

§ 18

1. Where the Payee's obligation includes delivery to the Bank of the electronic file referred to in § 17(1)(2), the Bank checks the conformity of the data contained in the scans of consents or consents signed electronically by the Payers (received together with the electronic file) with the data contained in that file (reconciliation).
2. The Bank notifies the Payee as soon as possible if the following do not match:
 - 1/ the unique payment identifier (IDP), or
 - 2/ the number of the Payer's payment account.
3. The Payee should correct the data on the electronic data carrier and deliver the electronic file to the Bank again. If it cannot do so, the verification of the Payers' consents is closed.

§ 19

When the Bank receives the Payers' consents pursuant to § 18 and performs a positive reconciliation pursuant to § 18(1), it transmits the Payers' consents to the Payers' banks. It does so until no later than the next business day for the Bank after the day on which it receives the Payers' consents from the Payee.

§ 20

Acting on the basis of the Payee's power of attorney, the Bank twice sends queries on behalf of the Payee to the Payers' banks about the Payers' consents (in respect of each Payer's consent). On this basis, the Bank determines the registration status of the Payers' consents with their banks. The dates for sending the queries are specified in the Agreement.

§ 21

Making the report referred to in § 16(2) available to the Payee closes the verification or registration of the Payers' consents covered by the report.

§ 22

1. The Payee undertakes to notify the Bank by e-mail at PolecenieZaplatyPlus@mbank.pl at least fourteen days in advance if it plans or anticipates at least a 30% increase in the number of consents delivered to the Bank in accordance with § 17(1) in comparison with the previous calendar month, e.g., in connection with a promotional campaign.
2. If the Payee fails to notify the Bank so, the Bank may not keep the time limits referred to in § 19 to § 20. If this occurs because the Payee has not fulfilled the obligation specified in sub-paragraph 1 or has fulfilled it improperly, this does not constitute a breach of the Agreement and the Rules.

Chapter 6. Liability of the parties

§ 23

The Bank is not liable for:

- 1/ refusal to debit the Payer's payment account with the direct debit amount reported by the Payer's bank if the refusal to debit it was due to reasons not attributable to the Bank,
- 2/ the correctness of the calculation of the interest referred to in § 14(3) by the Payer's bank,
- 3/ the effects of actions taken by the forwarder of the bank's mail (e.g., the post office),
- 4/ damage to the Client caused by force majeure. It is understood as a sudden, external event independent of the will of the parties which could not have been foreseen or prevented, or damage caused by decisions and orders of public authorities and administration.

§ 24

The Payee is liable for the consequences of the execution of a direct debit instruction contrary to the agreement between the Payee and the Payer.

Chapter 7. Commissions and fees

§ 25

1. In respect of the Agreement concluded with the Payee, the Bank charges fees in accordance with the current "Table of bank commissions and fees in mBank for SME and Corporates".

2. The Bank may change the type or amount of commissions or fees. Such changes depend in particular on transaction processing costs incurred by the Bank, including market parameters (inflation, foreign exchange rates, NBP reference rates) which impact such costs.

§ 26

The current rates of the "Tariff of bank commissions and fees in mBank for SMEs and Corporates" and information on changes of fees are made available by the Bank:

- 1/ on its website, or
- 2/ on the Bank's client service premises.

§ 27

The Bank debits the Payee's account indicated in the instruction with the commissions or fees referred to in § 25(1).

§ 28

The Bank may debit the Payee's account with commissions and fees due to the Bank under the Agreement regardless of the balance on that account.

Chapter 8. Amendment of the Rules, termination and amendment of the Agreement

§ 29

1. The Bank may amend the Rules during the term of the Agreement.
2. A new text of the Rules or a notice specifying the amendments to the Rules, together with the effective date of such amendments, is:
 - 1/ sent by the Bank to the Payee by registered post with a return receipt (to the last address of the Payee known to the Bank), or
 - 2/ handed by the Bank to the Payee against receipt.
3. Amendments to the Rules referred to in sub-paragraph 2 may alternatively be delivered via:
 - 1/ mBank CompanyNet, in the form of a link to the Bank's website with a text of the amended Rules. The Bank also posts information about the dates of publication and entry into force of amendments to the Rules on the mBank CompanyNet website,
 - 2/ other electronic banking systems, via internal electronic mail in the form of downloadable information. In the information, the Bank specifies the dates when the amendments to the Rules are available for download and when they become effective.

The date of delivery of amendments to the Rules to the Payee is deemed to be the eighth day after the date of publication of the amendments to the Rules on the Bank's website (making information on the amendments available for download for users of other electronic banking systems).
4. The Payee's refusal to accept the new terms and conditions of the Agreement resulting from the amendments to the Rules must be submitted in writing within 14 days from the date of delivery of the new text of the Rules or the notice. A refusal terminates the Direct Debit Agreement.
5. If the Payee does not make a declaration of will as to the acceptance of the new terms and conditions of the Agreement within 14 days from the date of their receipt, the Parties consider this to be equivalent to the Payee's acceptance of the new terms and conditions of the Rules on the date of the entry into force of these amendments.

§ 30

1. The Payee or the Bank may terminate the Agreement without stating a reason by giving 65 days' notice. The period of notice runs from the date of delivery of the notice to the non-terminating party and expires on the last day after the date of delivery of the notice.
2. The Bank may terminate the Agreement with immediate effect for the Payee for compelling reasons.
3. A compelling reason for the Bank to terminate the Agreement is in particular that:
 - 1/ the Payee has grossly violated the provisions of the Agreement or the Rules or the law,
 - 2/ the Payee has provided false information when concluding the Agreement,
 - 3/ liquidation proceedings have been initiated under the Commercial Companies Code, enforcement proceedings have been initiated against the Payee or the Payee is at risk of insolvency.
4. A notice of termination of the Agreement with immediate effect must include a compelling reason for termination.
5. Termination of the Agreement by either Party must be given in writing or by electronic means. It must be signed by persons authorised to make declarations of will regarding the property rights and obligations of the terminating Party.

§ 31

1. During the period of termination of the Agreement, the Bank does not accept for execution direct debit instructions submitted by the Payee. The Bank does not execute instructions accepted from the Payee before the period of termination of the Agreement if the date of transfer for execution by the Payer's bank falls during or after the period of termination of the Agreement.
2. During the period of termination of the Agreement, the Payee accepts returns of direct debit amounts requested by the Payer.
3. After the expiry of the notice period, all amounts outstanding between the Payee and the Bank must be paid immediately. The Rules are binding on the Payee until such amounts have been fully paid.

§ 32

1. Subject to § 15, the Agreement expires on the day of closing the bank account referred to in § 12(4).
2. The Bank does not execute instructions accepted from the Payee before the date of closure of the bank account if the date of transfer to the Payer's bank falls on or after that date.

§ 33

The Agreement may only be amended in writing or electronically under pain of nullity. This provision does not apply to the "Table of bank fees and commissions in mBank for SME and Corporates" and the Rules. The procedure for amending them is set out in § 26 and § 29, respectively.

§ 34

Notwithstanding termination of the Agreement, the Parties may assert claims which have arisen during its term.

Chapter 9. Final provisions

§ 35

1. The Payee undertakes to read at least once a week the banking information provided by the Bank in mBank CompanyNet. The provisions of this sub-paragraph refer in particular to information on amendments to the Rules and the "Table of bank fees and commissions in mBank for SMEs and Corporations".
2. The Payee notifies the Bank as soon as possible and provides documents which confirm any change of:
 - 1/ the unique identifier of the Payee,

- 2/ the name of the Payee,
- 3/ the legal form of the Payee,
- 4/ details of the registered office or business address of the Payee,
- 5/ the transfer of all rights and obligations of the Payee to another entity.

§ 36

1. The Payee may lodge a complaint relating to the provision of services by the Bank under the Agreement.
2. Complaints can be made:
 - 1/ at each organisational unit of the Bank which provides services to the Payee. The list of these units and their addresses are available on the Bank's website,
 - 2/ in writing,
 - 3/ orally, by telephone or during personal contact with a Bank employee,
 - 4/ electronically, in particular in mBank CompanyNet.
3. Each complaint should contain a detailed description of the event giving rise to the complaint, the expectations of the Payee as to the manner of resolving the complaint, the bank account number and the name and REGON identifier of the Payee and the details of the person making the complaint (first name, surname, telephone number and e-mail address).
4. The Bank processes complaints as soon as possible, where the deadline for processing a complaint and for the reply should not be longer than 15 business days for the Bank from the date of receipt of the complaint by the Bank. In particularly complicated cases, where it is not possible to process a complaint and reply within 15 business days, the deadline may be extended to a maximum of 35 business days for the Bank. The Bank notifies the Payee thereof.
5. After processing a complaint, the Bank notifies the Payee of the outcome of the complaint handling procedure. The Bank replies to the complaint in writing or electronically, in particular in mBank CompanyNet.
6. If the Bank does not accept the claims arising from the Payee's complaint, the Payee may request the Bank to reconsider the case within 14 days from the date of receiving the reply to the complaint. The request should be made in writing or electronically, in particular through the mBank CompanyNet electronic banking system. The request should contain the data referred to in sub-paragraph 4.
7. Notwithstanding the provisions of sub-paragraphs 1 to 6, the Payee may assert claims against the Bank on the basis of current legal provisions.
8. The activities of the Bank are supervised by the Polish Financial Supervision Authority (KNF).