

# Regulations “Electronic Customer Service System BRESOK of mBank S.A.”

Warsaw, October 2020



## Table of Contents:

1.	General provisions .....	3
2.	Entering into the agreement and granting access to the BRESOK system .....	3
1/	Entering into the agreement .....	3
2/	Granting access to the BRESOK system.....	4
3.	Security of the BRESOK system.....	4
4.	Access to bank information and the internal electronic mail service .....	5
5.	Execution of orders.....	5
1/	General terms and conditions of executing orders .....	5
2/	Detailed rules for executing domestic FX transfers, FX transfers and SEPA credit transfers .....	6
3/	Special rules of executing postal orders with an acknowledgement of receipt .....	7
4/	Special rules of executing mass domestic transfers (Mass Payment).....	7
6.	Limits in order execution.....	7
7.	Interest calculation.....	8
8.	Fees and commissions .....	8
9.	Amending the regulations, the agreement and terminating the agreement .....	8
10.	Final provisions .....	9

## 1. General provisions

### § 1

1. These Regulations set forth the terms and conditions of:
  - 1/ entering into the agreement, i.e. the Agreement on Using the Electronic Customer Service System BRESOK of mBank S.A.,
  - 2/ making the BRESOK system, i.e. the Electronic Customer Service System BRESOK of mBank S.A., available to customers,
  - 3/ executing orders submitted via the BRESOK system,
  - 4/ granting customers access to:
    - a/ funds in their bank accounts through cable or wireless communication devices used by customers,
    - b/ bank information,
    - c/ internal electronic mail service.
2. The agreement is an electronic banking service agreement.
3. The provisions of the bank account agreement, bank account regulations and generally applicable provisions of law apply to issues not governed in the agreement and the Regulations.

### § 2

Definitions of terms we use in the Regulations:

1/ <b>bank, we</b>	mBank S.A.,
2/ <b>business day</b>	any day when the bank is open for customers. It is any day from Monday to Friday, excluding bank holidays or days announced previously by the bank as work-free days,
3/ <b>bank holiday</b>	any day other than a business day,
4/ <b>IBAN</b>	International Bank Account Number used for cross-border settlements specified in Order of the President of the National Bank of Poland No. 7/2017 of 20 February 2017 on the method of numbering bank accounts maintained with banks,
5/ <b>NRB</b>	Bank Account Number used for domestic settlements specified in Order of the President of the National Bank of Poland No. 7/2017 of 20 February 2017 on the method of numbering bank accounts maintained with banks,
6/ <b>customer</b>	a natural person conducting business or professional activity in their own name, a legal person or an organisational unit without legal personality but with legal capacity, being a party to a bank account agreement concluded with the bank,
7/ <b>branch</b>	an organisational unit of the bank,
8/ <b>postal operator</b>	an entrepreneur providing mail services, in particular Poczta Polska Spółka Akcyjna,
9/ <b>electronic signature</b>	an electronic signature verified with the use of a valid non-qualified authorisation certificate issued by the bank on the basis of the agreement,
10/ <b>bank's website</b>	the website of mBank Group located on the bank's server at www.mbank.pl, also called "our website",
11/ <b>bank account regulations</b>	depending on the bank account agreement concluded by the customer, either: Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A. or the Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A.,
12/ <b>parties</b>	the bank and the customer,
13/ <b>Tariff</b>	the Tariff of Banking Fees and Commissions of mBank for SME and Corporates; Chapter I of the Tariff (Bank Accounts) constitutes an integral part of the agreement,
14/ <b>Payment Services Act</b>	the Payment Services Act of 19 August 2011,
15/ <b>order</b>	an instruction placed by the customer to execute financial settlements through the agency of the bank, or another service ordered by the customer electronically with the use of the BRESOK system. This includes, in particular: a domestic transfer order, including a transfer to a contribution account assigned by the Social Insurance Institution (ZUS), domestic FX transfer order, foreign transfer order in PLN or in a foreign currency (including SEPA and EuroEkspres credit transfer), transfer to the tax office (tax transfer); the following orders are executed with the use of a tax transfer form: transfers to a customs authority, postal orders (postal transfers), an order to open a term deposit, mass domestic transfer order (Mass Payment) and direct debit.

## 2. Entering into the agreement and granting access to the BRESOK system

### 1/ Entering into the agreement

### § 3

1. We make the BRESOK system available to customers who:
  - 1/ concluded an agreement with the bank,
  - 2/ meet the requirements set forth herein.
2. A customer who wants to use the BRESOK system needs:
  - 1/ a PC (minimum requirements: Pentium 60 MHz, 16 MB RAM) with Windows 8 or 10,
  - 2/ access to the Internet.

## § 4

1. The agreement is a master agreement within the meaning of the Payment Services Act.
2. The following provisions do not apply to the payment services provided under the agreement:
  - 1/ Chapter II of the Payment Services Act of 19 August 2011 (except for Article 32a),
  - 2/ Articles 34, 35-37, 40 (3)-(4), 45, 46 (2)-(5), 47, 48, 51, and 144-146 of the Payment Services Act of 19 August 2011, or
  - 3/ whenever acceptable, any other legal provisions which amend or modify the provisions listed in Article 4 (1) or (2).

## § 5

Under the agreement:

- 1/ we provide the customer with:
  - a/ access to funds in the customer's bank accounts through cable or wireless communication devices used by the customer,
  - b/ access to bank information, and the internal electronic mail service,
  - c/ executing orders submitted via the BRESOK system,
- 2/ The customer authorises us to debit their bank account with:
  - a/ amount of executed orders, and
  - b/ fees and commissions due to the bank, including costs of a foreign bank (in the case of execution of a domestic FX transfer or FX transfer orders), and with the amount of postal fees (arising from the execution of a postal order).

## § 6

The following constitute an integral part of the agreement:

- 1/ Information on Electronic Signatures Put by the Customer in the BRESOK System,
- 2/ Application Form to the Electronic Customer Service System BRESOK, including the appendices thereto,
- 3/ Form for Canceling a Batch Order to be Executed at a Future Date,
- 4/ Tariff of Banking Fees and Commissions of mBank for SME and Corporates, Chapter I. Bank Accounts.

## 2/ Granting access to the BRESOK system

### § 7

Upon conclusion of the agreement, we provide customers with:

- 1/ electronic information carriers (in secure envelopes). They include:
  - a/ signing keys to generate an electronic signature authorising orders with an authorisation certificate (to verify the electronic signature),
  - b/ electronic information carrier (including an installation key) with a communication certificate which allows the customer to install the BRESOK system and establish Internet connection to the bank, and to access the banking system,
- 2/ password unblocking signing keys, and an installation password placed in a PIN envelope,
- 3/ password to the banking system placed in a PIN envelope.

### § 8

1. The letters referred to in Article 7 are delivered by a bank employee, courier or by registered mail. The customer chooses the delivery method.
2. The letter referred to in Article 7 (1) is delivered or sent to a person indicated by the customer as the "person entitled to receive keys and certificates" in the Application Form to the Electronic Customer Service System BRESOK.
3. The letters referred to in Article 7 (2)-(3) are delivered or sent to a person indicated by the customer as the "person entitled to receive security passwords" in the Application Form to the Electronic Customer Service System BRESOK.

### § 9

1. If the letters are undamaged, the customer should:
  - 1/ fill in the delivery receipt form (delivered together with the letter),
  - 2/ provide the form to a bank employee who installs the BRESOK system.
2. If the customer states that the letter has been damaged, they should immediately inform the bank employee thereof.

### § 10

The bank employee who was provided with the delivery receipt form by the customer:

- 1/ installs the BRESOK system and instructs the customer how to use it,
- 2/ provides the customer with a BRESOK system manual.

## 3. Security of the BRESOK system

### § 11

We identify customers with a password which grants access to the banking system, and with communication and authorisation certificates.

### § 12

1. The customer undertakes to use electronic banking safely, i.e.:
  - 1/ to use appropriate software,
  - 2/ to protect and prevent unauthorised access to:
    - a/ passwords, keys, and certificates; the customer is liable for their unauthorised use,
    - b/ devices used to access electronic banking.
2. Passwords, keys, and certificates should be used only for the purposes and in the scope specified by the agreement and the Regulations. We are not liable for the consequences of their use beyond these purposes and scope.
3. The security rules are available on our websites at [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/).
4. The customer is liable for incorrect operation of electronic banking devices due to malicious software.

### § 13

The customer is charged with orders submitted by persons to whom they disclosed information on the operation of the BRESOK system, the disclosure of which may cause ineffectiveness of the mechanisms ensuring security of orders.

## § 14

1. The customer is obliged to notify us forthwith of loss, theft or appropriation or unauthorised use of the passwords, keys or certificates, or the BRESOK system software. The customer should confirm notifications not given in writing by submitting a letter in a branch within up to seven business days from the initial notification.
2. On the basis of the notification, we:
  - 1/ prepare new passwords, keys and certificates, and deliver them to the customer, or
  - 2/ install BRESOK system software on the customer's devices.Articles 7-10 apply accordingly.

## § 15

1. In the event of a suspicion that an order has been placed as a result of fraud or abuse, we have the right to:
  - 1/ suspend the execution of the order, and
  - 2/ execute it only upon additional phone confirmation by the user of the BRESOK system entitled to authorise orders. Suspending the execution of an order until an additional confirmation is obtained is not a violation of the agreement.
2. The customer declares that the following documents are up-to-date, and, in the case of any change of data, undertakes to update them as soon as possible:
  - 1/ Application Form to the Electronic Customer Service System BRESOK, and
  - 2/ Identification Sheet and Information on Personal Data Processing of BRESOK system users (including telephone numbers and email addresses).
3. We are not liable for any damage caused by the customer's failure to update the data of the BRESOK system users.

## § 16

1. Security rules and customer obligations related to them are available on:
  - 1/ our website [www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/](http://www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/bankowosc-mobilna/bezpieczenstwo/) and
  - 2/ mBank CompanyNet system login page.
2. The customer undertakes to read this information at least once a week.
3. The customer is liable for any violation of the provisions of Articles 12-15 and Article 16 (2), in particular for orders submitted as a result of a violation of these provisions and security principles referred to in Article 12.

## 4. Access to bank information and the internal electronic mail service

### § 17

1. The customer undertakes towards the bank to read bank information at least once a week.
2. We make the following information available to customers via the BRESOK system:
  - 1/ data on the head office and branches of the bank, including addresses and telephone numbers,
  - 2/ commissions and fees for services provided by the bank,
  - 3/ foreign exchange rates,and information on:
  - 4/ account balance as at a given day and hour,
  - 5/ operations on bank accounts,
  - 6/ deposits and loans.
3. The bank information referred to in Article 17 (1)-(2) does not replace bank documents. A change in the scope of this information does not constitute an amendment to the agreement and Regulations.

### § 18

1. We grant the customer access to the internal electronic mail service in the BRESOK system. The customer may exchange text messages with the bank.
2. The customer undertakes to download and read information made available via the electronic mail at least once a week.

## 5. Execution of orders

### 1/ General terms and conditions of executing orders

### § 19

Orders may be submitted in the BRESOK system by persons indicated by the customer as "persons entitled to authorisation" in the Application Form to the Electronic Customer Service System BRESOK.

### § 20

The customer authorises orders using an electronic signature.

### § 21

1. The customer may submit orders both on business days and bank holidays.
2. We consider a payment order as received at the time of receipt of the customer's order. However, if we received a payment order on a bank holiday, such a payment order is considered received on the first following business day.
3. If we receive a payment order after the cut-off time determined by us, such a payment order is considered as received (within the meaning of the Payment Services Act) on the following business day.
4. Detailed information on executing orders can be found in the bank's operating rooms or on our website [www.mbank.pl/informacje-dla-klienta/msp-korporacje/](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje/). It provides, among others, the following information:
  - 1/ cut-off times,
  - 2/ order execution dates,
  - 3/ forms and rules we use for financial settlements.

### § 22

1. Subject to Article 21, the customer may submit instructions to the bank with a future execution date. The future execution date is the same for all the orders included in one batch.
2. The future order execution date may fall on the 180th day following the date of submitting the order to the bank at the latest.
3. If the future order execution date falls on a bank holiday, we consider the first following business day as the order receipt day.
4. The customer may cancel the execution of all orders with a future execution date in one order batch in writing in a branch (using the Form for Canceling a Batch Order to be Executed at a Future Date) or electronically in the BRESOK system ("cancel a term batch" feature), no later than on the first business day preceding the order execution date.

5. We grant customers access to the "Orders awaiting funds" feature. The customer's orders await funds until the cut-off time for a given order type. It is possible to add time for the processing of orders if, upon their placement by the customer, there are not enough funds in the account.
6. The customer may resign from the features referred to in Article 22 (4)-(5) at any time. In order to do this, the customer must file a written statement in a branch. We will then change permissions in the BRESOK system on the next business day following the day on which we accepted the statement.
7. We can reactivate the service upon receipt of the customer's written statement. The service will be available on the following business day.

### § 23

1. We execute the customer's orders denominated in PLN or foreign currencies listed in the Table of Foreign Exchange Rates of mBank S.A.
2. If it is necessary to convert the order amount, we settle the order using the exchange rate from the Table of Foreign Exchange Rates of mBank S.A. applicable at the time of order execution.
3. If it is necessary to convert the order amount between accounts maintained with the bank or in the case of a domestic transfer from an account maintained with the bank, the minimum amount of a single order should be at least:
  - 1/ 100 Japanese yens (JPY) or 100 Hungarian forints (HUF), or
  - 2/ one monetary unit for other currencies, e.g. 1 zloty (PLN), or 1 euro (EUR).
4. We can set different rules for executing foreign currency orders in separate agreements between the customer and the bank.

### § 24

Subject to Article 15 (1), Article 22 (4) and (5), and Article 26 (4), an order placed by the customer is binding on the customer and is a final instruction for the bank to:

- 1/ charge the bank account of the customer kept with the bank, and
- 2/ credit the bank account indicated in the order, except for an instruction to execute a postal order.

### § 25

1. The customer authorises the bank to debit their bank account with the amount of executed orders.
2. We debit the customer's account at the time of executing an order, unless other agreements between the customer and the bank provide otherwise.
3. At the time of debiting the account, the customer is required to have sufficient funds in the account to cover the order amount plus fees and commissions due for the order.

### § 26

1. We confirm the execution of orders by bank account statements in accordance with the bank account agreement and the bank account regulations.
2. Bank account statements contain, in particular, the following information:
  - 1/ executed orders and the resulting settlements,
  - 2/ charged commissions and fees.
3. The customer may notify us of their reservations about the information referred to in Article 26 (2) in a manner and within deadlines specified in the bank account regulations.
4. The customer may cancel the order until and including the day preceding the order execution date. We may charge a fee for cancelling an order in line with the Tariff.

### § 27

We are not liable for:

- 1/ loss and distortion of or delay in the execution of orders for reasons beyond the bank's control during the processing of the order through any cable or wireless device, and
- 2/ consequences of execution of orders submitted by the customer.

### § 28

1. The provisions set forth in Article 21, Article 22 and Article 26 (1) do not apply to direct debit. We execute it in accordance with a separate agreement.
2. Detailed rules of executing orders to open a term deposit are laid down in the Regulations on PLN and FX Term Deposits for Institutional Clients.

## 2/ Detailed rules for executing domestic FX transfers, FX transfers and SEPA credit transfers

### § 29

1. We execute foreign transfers applying the following cost division options:
  - 1/ SHA – commissions and fees are incurred by both the customer (the ordering party) and the beneficiary (the customer incurs fees and commissions of the bank, and the beneficiary incurs all the other fees and commissions),
  - 2/ OUR – commissions and fees are covered by the customer (the ordering party) only,
  - 3/ BEN – commissions and fees are covered by the beneficiary only. In this case we debit the customer's (ordering party's) account with the full amount of the order, and subtract commissions and fees of the bank from the transfer amount (the commissions and fees are covered by the beneficiary).
2. Detailed information about the availability of individual order execution procedures is provided in the valid Tariff and on our website: [www.mbank.pl/informacje-dla-klienta/msp-korporacje](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje) in the Principles of Executing Foreign Orders.

### § 30

1. We execute foreign transfers under the following modes, depending on the transaction currency and the customer's choice:
  - 1/ STANDARD – the order is executed on the value date for the beneficiary's bank D+2,
  - 2/ URGENT – the order is executed on the value date for the beneficiary's bank D+1,
  - 3/ EXPRESS – the order is executed on the value date for the beneficiary's bank D,
 where D stands for the date of executing the customer's payment instruction by the bank.
2. Detailed information about order execution procedures available for individual currencies is provided in the valid Tariff and on our website: [www.mbank.pl/informacje-dla-klienta/msp-korporacje](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje) in the Principles of Executing Foreign Orders.

### § 31

1. Detailed information on the availability of execution modes of domestic FX transfers or FX transfers depending on the currency of the order is available in the Tariff.
2. In order for a foreign order to comply with the Payment Services Act, the customer authorises the bank to change:
  - 1/ order mode – from STANDARD to URGENT,
  - 2/ cost option – from BEN or OUR to SHA.
3. The authorisation does not apply to transfers delivered to the BRESOK system in files signed with a certificate applicable at the bank.
4. The customer authorises the bank to determine the BIC of the beneficiary's bank on the basis of the beneficiary's IBAN provided by the customer if there are any discrepancies between the BIC of the beneficiary's bank and the beneficiary's IBAN in the SEPA credit transfer.

### 3/ Special rules of executing postal orders with an acknowledgement of receipt

#### § 32

On the territory of the Republic of Poland, the customer may submit an order to execute the following postal orders via the BRESOK system:

- 1/ postal order with an acknowledgement of receipt ("ordinary" order), which is delivered to a given address in accordance with the applicable laws,
- 2/ postal orders sent poste restante – the customer indicates a post office of the postal operator where the recipient will pick up the order. Such an order must contain:
  - a/ first and last name or full name of the recipient,
  - b/ the words "Poste Restante",
  - c/ postcode of the selected post office.

#### § 33

1. The postal operator processes the data of addressees of a postal order provided by the customer.
2. In accordance with the Postal Law Act of 23 November 2012, the postal operator is obliged to keep the secrecy of correspondence, i.e. ensure the confidentiality of data concerning:
  - 1/ entities which use postal services, and
  - 2/ scope of the provided services.
3. An exception to this are situations where the obligation to disclose such data arises from a decision of the court or a public administration body, or is connected with performing a legal obligation arising from a different basis.

#### § 34

1. We submit confirmations of execution of a postal order, subject to Article 29 of the Regulations, to the customer after they receive the acknowledgement of receipt slip of the postal order from the postal operator with a handwritten signature of the recipient or a return document. We make acknowledgements of receipt from sent postal orders available to the customer in a return report. The structure of the report is presented on our websites: [www.mbank.pl/msp-korporacje/obsluga-biezaca/przelewy-przekazy/przekaz-pocztowy/](http://www.mbank.pl/msp-korporacje/obsluga-biezaca/przelewy-przekazy/przekaz-pocztowy/) or [www.mbank.pl/pomoc/info/msp-korporacje/struktury-plikow-wymiany-danych.html](http://www.mbank.pl/pomoc/info/msp-korporacje/struktury-plikow-wymiany-danych.html), in the file: [Struktura\\_raportu\\_przekazu\\_pocztowego](#).
2. We do not send acknowledgements of receipt in paper form. These documents are archived at the bank pursuant to separate regulations.
3. We can submit digital copies of acknowledgements of receipt if the customer:
  - 1/ has filed a signed Instruction to Grant Rights to Use the Website <https://upload.mbank.pl/upload/> and Digital Copies of Acknowledgements of Receipt as Part of a Postal Order, and
  - 2/ consented to incurring costs connected with using this service.
4. We make digital copies of acknowledgements of receipt of postal orders available on the website once we receive the customer's consent and the signed instruction referred to in Article 34 (3).
5. We can provide the customer with the original copy of an acknowledgement of receipt of the postal order. At the customer's request, within 14 business days from receiving it, we will deliver an original acknowledgement of receipt of the postal order to the address indicated by the customer.
6. Additional fee is required for the services referred to in Article 34 (3)-(5). Fees are determined in the Tariff or the Instruction to Grant Rights to Use the Website <https://upload.mbank.pl/upload/> and Digital Copies of Acknowledgements of Receipt as Part of a Postal Order.

#### § 35

We charge a postal fee for the execution and return of postal orders, which we later transfer to the postal operator. The information on the current postal fee is published on our websites <http://www.mbank.pl/pomoc/info/msp-korporacje/regulaminy/obsluga-biezaca-obsluga-rozliczen.html> and [www.mbank.pl/msp-korporacje/obsluga-biezaca/przelewy-przekazy/przekaz-pocztowy/](http://www.mbank.pl/msp-korporacje/obsluga-biezaca/przelewy-przekazy/przekaz-pocztowy/).

### 4/ Special rules of executing mass domestic transfers (Mass Payment)

#### § 36

1. Under the agreement or a separate customer's instruction approved by the bank, the bank makes the Mass Payment product available to the customer.
2. A Mass Payment enables the customer to execute domestic transfer orders, including transfers to a contribution account assigned by the Social Insurance Institution (ZUS), based solely on the customer's own instructions.
3. The Mass Payment product is made available to the customer provided that they hold an auxiliary bank account in PLN ("Mass Payment account") with the bank.
4. Mass Payment orders may be placed solely from the Mass Payment accounts indicated in the agreement or a separate customer's instruction approved by the bank.
5. We execute Mass Payment orders denominated only in PLN.
6. We execute Mass Payment orders up to the limit equal to the sum of:
  - 1/ the Mass Payment account balance, and
  - 2/ overdraft in the account, if any, granted under a separate credit agreement.
7. Subject to Article 36 (8)-(9), the bank's acceptance of a Mass Payment order results in:
  - 1/ freeze of funds in the Mass Payment account on the business day on which the order was accepted if the order was sent by the cut-off time specified by the bank, and execution of the order on the same business day, or
  - 2/ freeze of funds in the Mass Payment account on the following business day if the order was sent after the cut-off time specified by the bank, and execution of the order on the following business day.
8. If a mass domestic transfer order is accepted on a bank holiday, the freeze of funds in the account is imposed on the first business day following that day.
9. If we accept a Mass Payment order to be executed at a future date, the freeze is imposed on the business day which is the order execution day. If the future execution date indicated by the customer is a bank holiday, we impose the freeze on the first business day following the bank holiday.
10. The freeze of funds in a Mass Payment account is imposed in the amount equal to the sum of all partial orders submitted within the Mass Payment order.
11. We debit the Mass Payment account with the total amount of executed Mass Payment orders.
12. We execute partial orders making up a Mass Payment order on the execution date of the Mass Payment order indicated by the customer, even if the content of individual partial orders indicates that they should be executed on another business day.

### 6. Limits in order execution

#### § 37

The customer has the right to use funds in the current or auxiliary account:

- 1/ up to the amount of the account balance,
- 2/ in line with the applicable law.

## § 38

1. We refuse to execute an order, if it is not compliant with:
  - 1/ agreement (or the credit agreement in the case of payment orders executed under a loan),
  - 2/ Regulations, or
  - 3/ provisions of the law.
2. If the customer's order for a domestic FX transfer or an FX transfer was filed in a transfer execution mode which is not serviced by the bank for the currency in which the order was issued, subject to Article 31 (4), we refuse to execute the order.
3. If the amount of the customer's order plus the fees or commissions due to the bank exceed the bank account balance, we may refuse to execute the order.
4. If the customer enters an incorrect NRB or incorrect IBAN in an order, we may refuse to execute the order. Incorrect NRB or IBAN means a number which does not comply with the bank account number standard set in the Regulation of the President of the National Bank of Poland, referred to in Article 2 (4).
5. We may refuse to execute an order submitted by a person entitled to authorise orders, who failed to meet the obligation to provide a branch with the Identity Card and Information on Personal Data Processing.
6. We may refuse to execute an order whose execution date falls after the 180th day following the date of submitting the order to the bank.

## § 39

If the result of the verification of an electronic signature placed by a person authorising an order is negative, we do not execute the order.

## § 40

1. We will notify the user of our refusal to execute an order. In cases referred to in Article 38 (3)-(6), we will notify the user of our refusal to execute an order by:
  - 1/ message published in the BRESOK system or,
  - 2/ at the customer's request, an email sent to the address indicated by the customer, or
  - 3/ fax sent to the fax number indicated by the customer.
2. We have the right to collect a fee for sending a notification on the refusal to execute an order, if the refusal was justified. The fee is defined in the Tariff.

## 7. Interest calculation

### § 41

1. Funds deposited in the customer's current or auxiliary bank accounts bear interest at a variable interest rate.
2. The detailed terms and conditions of interest on funds deposited in:
  - 1/ current and auxiliary bank accounts are set forth in the (current or auxiliary) bank account agreement and the Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A.;
  - 2/ term deposit accounts held by the customer are laid down in the Regulations on PLN and FX Term Deposits for Institutional Clients.

## 8. Fees and commissions

### § 42

1. We charge fees and commissions for services stipulated in the Regulations as per Chapter I of the Tariff, which is an integral part of the agreement.
2. For the servicing of a postal order, we additionally charge postal fees in accordance with the current price list of the postal operator, published on the mBank Group websites at [www.mbank.pl/informacje-dla-klienta/msp-korporacje/](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje/).
3. For the execution of a Mass Payment, we charge a fee in line with the agreement or the separate customer's instruction approved by the bank.
4. The type or amount of the fees or commissions may change. The changes in fees and commissions depend, in particular, on the operation service costs incurred by the bank and on the market parameters, such as the inflation rate or exchange rates, and reference interest rates set by the National Bank of Poland.
5. The Tariff of Banking Fees and Commissions of mBank for SME and Corporates is introduced by the President of the Management Board of the Bank in the form of an order.

### § 43

1. Amendments to Chapter I of the Tariff, constituting an appendix to the agreement, are published at: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje). The information on the publication date of the amendments and their effective date is published together with the amended appendix. The day of the delivery of the amended appendix is considered to be the eighth day from the date of its publication on our website.
2. The customer undertakes to read the information published for customers at [www.mbank.pl/informacje-dla-klienta/msp-korporacje/](http://www.mbank.pl/informacje-dla-klienta/msp-korporacje/) at least once a week.
3. We consider the customer's failure to submit their written refusal to accept the introduced amendments within 14 days following the date of delivery of the amended Chapter I of the Tariff, constituting an appendix to the agreement, as the customer's approval of the new appendix, binding upon the parties as of its effective date.
4. The customer's refusal to accept amendments to the banking fees and commissions within the time limit referred to in Article 43 (3) is considered termination of the bank account agreement by the customer (in line with Article 46 (1)).
5. The current rates of the Tariff and the information on changes in the rates are available in the bank's operating rooms or published on mBank Group's website at [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje).

### § 44

1. The customer authorises the bank to debit their bank account with the amount of fees and commissions due to the bank, including any costs of the bank acting as an agent in the execution of an order.
2. We debit the customer's account with fees and commissions for an executed order at the time of its execution, unless the provisions of separate agreements entered into by the parties provide otherwise.
3. The monthly fee for using the BRESOK system is collected in advance for each month.
4. The provisions of Article 44 (2)-(3) apply unless the provisions of separate agreements entered into by the parties provide otherwise.

## 9. Amending the regulations, the agreement and terminating the agreement

### § 45

1. We can amend the provisions of the Regulations during the term of the agreement.
2. We provide the customer with the new wording of the Regulations or the information on the amendments:
  - 1/ by registered mail with a return receipt.
  - 2/ in person against a receipt,
  - 3/ via the BRESOK system.



3. In the case when the amendments to the Regulations are sent electronically, the customer is notified via internal electronic mail of the manner of downloading the amendments and the date from which the amendments are available for download. The delivery date of the amendments to the Regulations is the eighth day counting from the date of making the amendments available for download.
4. The customer's refusal to accept the amended provisions of the Regulations should be filed in writing. The customer's refusal should be placed within 14 days from the receipt of the new wording of the Regulations or of the notification on the amendments to the Regulations. The customer's refusal is considered the termination of the Agreement (in line with Article 46 (1)).
5. The customer's failure to submit their written refusal to accept the amended Regulations within 30 days from the date of delivery is deemed as an approval of the amended Regulations.

#### § 46

1. Each party may terminate the agreement by giving one month's notice. The notice period for termination commences when the notice is delivered to one of the parties.
2. The bank may terminate the agreement, in particular, where:
  - 1/ gross violation of the agreement, the Regulations, the bank account agreement and bank account regulations by the customer,
  - 2/ provision of false information by the customer when entering into the agreement,
  - 3/ action taken by the customer which may cause damage to the bank,
  - 4/ disclosure of information about the operation of the BRESOK system by the customer, where such disclosure may render security mechanisms ineffective,
  - 5/ decommissioning of the BRESOK system by the bank,
  - 6/ customer being included by the Polish Financial Supervision Authority (KNF) on the list published on the KNF's official website being a public warning against dishonest entrepreneurs (also in the case when customer is included on a list published on the official website of a foreign counterpart of the KNF being a public warning of the financial supervisor against dishonest entrepreneurs).
3. Termination of the agreement by any of the parties is made in writing and should be signed by persons authorised to make statements of intent regarding property rights and obligations. In the event when the bank terminates the agreement, the customer is notified of the reason for the termination.

#### § 47

The agreement expires as of the date of terminating the bank account agreement entered into between the bank and the customer (the current or auxiliary bank account agreement) referred to in the introductory part of the agreement.

#### § 48

The customer is liable to the bank for meeting all the obligations arising during the term of the agreement and connected with its performance.

#### § 49

1. Subject to Article 44 (1) and 45 (1)-(2) of the Regulations, the provisions of the agreement can only be amended in writing.
2. Any amendments to the appendices to the agreement listed in Article 6 are construed as amendments to the agreement.

## 10. Final provisions

#### § 50

1. The responsibility for submitting the Identification Card and Information on Personal Data Processing by every person entitled to authorise orders lies with the customer.
2. The responsibility for an immediate update of personal data by every person entitled to authorise orders in the scope determined in the Identification Card with Information on Personal Data Processing lies with the customer.
3. The persons referred to in Article 50 (1) update their personal data at the branch upon presenting a valid identification document.

#### § 51

The customer undertakes not to provide illegal contents to the bank through the BRESOK system.

#### § 52

1. The bank may suspend the provision of services in the BRESOK system as a result of failure of the bank's IT or ICT system until such a failure is repaired.
2. The suspension of services due to the failure of the bank's IT or ICT system does not violate the agreement and the Regulations.

#### § 53

1. The bank acts as the personal data controller of the customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the agreement.
2. In order to conclude and perform the agreement, we process personal data of the customer, the customer's representatives and other persons acting on behalf of the customer.
3. We process data of the customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the agreement also:
  - 1/ for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, handling complaints, asserting claims, preventing fraud, performing obligations arising from the applicable law (in particular AML, FATCA, CRS, MIFID), and archiving,
  - 2/ in order to provide the customer with marketing materials promoting the services and products of mBank and mBank Group subsidiaries. A list of the subsidiaries is available on [mbank.pl](http://mbank.pl) in the mBank Group tab.
4. We process personal data of the customer, their representatives and other persons acting on behalf of the customer in connection with the performance of the agreement for the period necessary to conclude and perform the agreement, and then for the period of ten years calculated from the date of the agreement termination or for another period being the prescription period of possible claims. After that period we will anonymise the data.
5. The customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the agreement:
  - 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 Officer is held by the bank's employee who may be contacted at: [Inspektordanychosobowych@mbank.pl](mailto:Inspektordanychosobowych@mbank.pl).
7. A detailed description of the manner in which we process personal data can be found in the GDPR Package at [www.mbank.pl/pdf/rodo/pakiet-rodo.pdf](http://www.mbank.pl/pdf/rodo/pakiet-rodo.pdf).
8. A complaint about how the bank processes personal data can be filed with the President of the Personal Data Protection Office, who acts as the supervisory authority in terms of personal data protection.
9. Execution of foreign transfers via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may result in the government of the United States of America having access to the personal data of the customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the agreement. The US authorities have undertaken to use the personal data only for the purpose of combatting terrorism, respecting the guarantees provided for in the European system of personal data protection.

10. Data, including personal data of the customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the agreement may be disclosed to entities entrusted by the bank with data processing for the purpose of the performance of agreements on rendering services for the benefit of the bank.
11. We have the right to provide data on liabilities arising from the agreement concluded with the customer, including the customer's personal data, to:
  - 1/ system Bankowy Rejestr (Banking Register System, "BR"), a database for which the Polish Bank Association acts as the data controller, operating pursuant to the Banking Law Act of 29 August 1997,
  - 2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau) operating pursuant to the Banking Law Act of 29 August 1997,
  - 3/ business information bureaus operating under the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, if:
    - a/ the overall amount of liabilities to the bank is at least PLN 500,
    - b/ the payment or payments are at least 30 days past due,
    - c/ at least one month has passed since we sent a payment request to the customer warning them of our intent to provide the data to the bureau.

#### § 54

1. The customer may file a complaint about the services provided by the bank under the agreement:
  - 1/ in any mBank branch that provides customer service. We have published the list of mBank's branches together with their addresses on our official website;
  - 2/ in writing or in speech (over the phone or by contacting our employee) and
  - 3/ electronically, in particular, via the mBank CompanyNet system.
2. A complaint should include:
  - 1/ detailed description of the incident raising reservations,
  - 2/ customer's expectations as to the manner of handling the complaint,
  - 3/ the customer's bank account number, name, statistical number (REGON),
  - 4/ as well as details of the person filing the complaint (first name, surname, telephone number and email address).
3. We will handle the complaint as soon as possible. The complaint should be handled within 15 business days from the date of its receipt by the bank. In particularly complex cases, which make it impossible to handle and respond to a complaint within the time limit stated in the previous sentence, we will prolong the complaint handling process to a maximum of 35 business days, of which we notify the customer.
4. Having handled the complaint, we will notify the customer of the results. Replies to complaints are provided in writing or with the use of another durable medium.
5. Should the complaint be rejected, the customer may request the bank to review the complaint again. The customer files the request in writing within 14 days from the date of receipt of the reply to the complaint, providing the data referred to in Article 54 (2).
6. Regardless of the complaint handling process, the customer has the right to assert claims against the bank in accordance with generally applicable provisions of the law.
7. The Polish Financial Supervision Authority supervises our operations.

#### § 55

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