

# Terms and Conditions of a Visa Business debit payWave card

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## Chapter I. General provisions and terminology

### § 1

These Terms and Conditions set forth:

- 1/ rules for entering into the Agreement on Payment Cards for Corporate Customers between mBank S.A. and the Customer, hereinafter referred to as the "Agreement",
- 2/ rules for issuing and using Visa Business debit payWave cards issued under the Agreement,
- 3/ rules for settling transactions made with Visa Business debit payWave cards.

### § 2

The terms and abbreviations used in these Terms and Conditions shall have the following meanings:

- 1/ 24/7 Customer Service Centre – the telephone service centre for Card Users, allowing, in particular, card activation, allocation of a PIN number, lost/stolen card reporting, checking the current amount of available spending limit, as well as checking the history of the latest Transactions executed with the card.
- 2/ merchant – a business which accepts payments for offered products or services in a non-cash form, using the Card.
- 3/ authorisation – giving consent by the User to the execution of the transaction in a manner described herein.
- 4/ Bank – mBank S.A.;
- 5/ ATM – a machine operating on-line, making it possible for the User to withdraw cash or, additionally, to execute other transactions.
- 6/ card blocking – temporary blockage of the possibility of executing transactions by the Bank, blocking fund limits available in the card.
- 7/ card Details – details embossed on the card, i.e. User's name, card number, card's validity date and CVV2 code.
- 8/ transaction evidence – document confirming payment using the card or the printout from the ATM machine confirming execution of a transaction using the card.
- 9/ daily authorisation value limit – daily limit determining the total amount in PLN, up to which cash and non-cash transactions may be effected.
- 10/ daily authorisation quantity limit – daily limit determining the total number of transactions, up to which cash and non-cash transactions may be effected.
- 11/ card – Visa Business debit payWave card.
- 12/ Customer – business, legal person and organizational unit without legal personality but with legal capacity that have signed a bank account agreement with the Bank.
- 13/ CVV2 code – three-digit code located on the reverse of the card, used for validating the authenticity of the card during the execution of on-line, telephone or postal transactions, relevant for Visa International.
- 14/ 3 D Secure code – one-time code transmitted in the form of an SMS text message sent by the Bank to the mobile phone number of the card User registered in the Bank, for the purpose of verifying the User's identify and additional transaction authorization using the 3-D Secure security standard.
- 15/ branch – an organizational unit of the Bank which keeps the Customer's bank account.
- 16/ PIN – Personal Identification Number – a confidential number which, combined with data stored in the card, serves for electronic identification of the card User.
- 17/ bank account – Integrated Bank Account (current and auxiliary) of the Customer or a current or auxiliary account of the Customer maintained with the Bank.
- 18/ Terms and Conditions – these Terms and Conditions of Visa Business debit payWave card.
- 19/ complaint – questioning by the Customer / User of the amount or the legitimacy of charges related to: transactions executed using the card, fees or commissions for services related to card issuance, improper functioning of the card – expressed in writing, particularly using the relevant bank form,
- 20/ 3 D Secure security standard – "Verified by VISA" for VISA cards security protocol for on-line transactions used by the merchants offering this type of security; all cards of the Users who have registered their mobile phone numbers in the Bank's system are covered by the 3-D Secure security standard. The Bank shall not offer the 3-D Secure Security standards to those Users who do not have a mobile phone number in the Bank's system.
- 21/ electronic banking system – mBank S.A. Internet Customer Service System mBank CompanyNet, including the module for handling and management of the card portfolio.
- 22/ Website of the mBank Group – the mBank Group website being a system of web pages located on the Bank's web server at [www.mbank.pl](http://www.mbank.pl).
- 23/ Tariff – Tariff of banking fees and charges of mBank for SMEs and Corporates.
- 24/ POS Terminal – electronic payment terminal enabling the Users to execute transactions, including POS Terminals equipped with a contactless reader, allowing for contactless transactions by approximating the card.
- 25/ transaction – cash collection, cash withdrawal or payment executed with the card.
- 26/ remote transaction – the execution of payment without having to physically produce the card (via the telephone, the Internet or mail).
- 27/ proximity transaction – the payment effected using the POS Terminal enabling its execution by approximating the card to the contactless card reader.
- 28/ Agreement – Agreement on payment cards for Corporate Banking Customers.
- 29/ User – A natural person authorised by the Customer to execute the transactions specified in the Agreement for and on behalf of the Customer, whose identification data appear on the card.
- 30/ Visa International – international organisation within which cards are issued.
- 31/ card settlement currency – the currency used for settlements between the Bank and the payment organisation connected with foreign transactions executed by a User with the use of a card, presented in the website of mBank Group.
- 32/ application – application for a card for a Customer.
- 33/ lost/stolen card reporting – permanent blocking of a card, as a result of which each physical attempt to execute a transaction will be denied, and a card will be held at the instruction of the Bank.

## Chapter II. Conclusion of the Agreement

### § 3

As a condition for card issuance, the Customer shall conclude the Agreement with the Bank.

### § 4

The Agreement shall be concluded in writing for a period of card validity.

### § 5

1. If within one month prior to the date of expiry of the Agreement the Customer does not deliver to the Bank a written statement of not giving their consent to the extension of the Agreement, the Agreement shall be automatically extended for the subsequent period of card validity. The Agreement may be extended multiple times this way.
2. The Customer's statement referred to in section 1 shall be submitted in writing and signed by persons entitled to make statements of intent with respect to property rights and obligations of the Customer.
3. If the Agreement is concluded with more than one Customer, the statement referred to in section 1 should be signed by all Customers. One of the Customers may make a statement exclusively on the basis of the power of attorney from the other Customers.

4. The statement referred to in section 1 shall be delivered to the branch by a registered letter, return receipt requested, or by hand to the employee of the branch against receipt. The date of receipt of the statement by the employee of the branch shall be deemed the delivery date.

#### § 6

1. The Bank shall prepare and forward to the Customer for signature two counterparts of the Agreement (unless the Agreement was concluded earlier).
2. The Agreement shall be signed by the persons authorised to make declarations of intent with respect to the Customer's property rights and obligations.
3. In the case of the first application for a card, the Customer is required to deliver to the branch two signed counterparts of the Agreement, with one to be given to the Customer upon signing.
4. Handing the Agreement over to the Customer shall take place at the latest upon the delivery to the Bank of the first application completed by the Customer.

#### § 7

1. Having signed the Agreement, the Customer has the right to submit subsequent card applications.
2. The Customer, subject to provisions of Chapter XV of these Terms and Conditions, is fully responsible towards the Bank for all liabilities arising as a result of the use of cards issued at his request.

#### § 8

1. The Customer may withdraw from the Agreement within 14 days upon receipt of the first card, provided that no transactions have been executed with any of the issued cards.
2. Customer's statement on withdrawal from the Agreement should be made and submitted in accordance with the form and manner, specified § 5 section 2-4, before the date specified in section 1.
3. In the case of withdrawing from the Agreement, the Customer shall return the issued cards to the Bank. The Bank reports the card lost or stolen on the date of receiving the statement referred to in section 2.
4. In the case of withdrawal from the Agreement within the time limit specified in section 1, the Bank has the right to charge the Customer the fee for the issuance of cards in accordance with the Agreement. The Bank shall refund to the Customer the fee for the use of card if such fee was collected from the Customer.

### **Chapter III. Application for a Card**

#### § 9

The Customer may apply for a card if he or she enters the Agreement with the Bank, in accordance with the provisions of Chapter II of these Terms and Conditions.

#### § 10

1. The Bank shall issue cards to Customers:
  - 1/ who hold a PLN bank account with the Bank,
  - 2/ against whom no liquidation, insolvency or restructuring proceedings have been instituted.
2. The Customer shall apply for a card by submitting to the branch a completed application form.
3. In the application, the Customer shall indicate, in particular:
  - 1/ the abbreviated name of the Customer,
  - 2/ the User authorised to execute the transactions specified in the Terms and Conditions for and on behalf of the Customer,
  - 3/ bank account, maintained in PLN, for transaction settlement,
  - 4/ card spending limits.
4. The Bank allows the issue of one card for a particular User to each bank account.
5. When applying for a card, the Customer shall read these Terms and Conditions received from the Bank, accept their provisions and represent that they undertake to apply them.
6. The Customer undertakes to enable the User to become acquainted with the provisions of these Terms and Conditions.

#### § 11

The application shall be signed by persons authorised to make declarations of intent with respect to the Customer's property rights and obligations.

#### § 12

Upon the submission by the Customer of two counterparts of the concluded Agreement, subject to provisions of Chapter II of these Terms and Conditions, and one counterpart of accepted application, the Bank shall prepare the card for its issue to the User.

#### § 13

The Bank reserves the right to refuse to issue the card without giving any reasons.

### **Chapter IV. Issue of the Card**

#### § 14

The card shall be delivered to the User in the manner specified in the Application.

#### § 15

1. The card shall be issued for a period indicated on the Card.
2. The validity of the Card shall expire on the last day of the month indicated on the card.
3. In the case of not receiving a card or PIN code within 14 working days from the date of submitting the Application for a card, the Customer or User is required to report this fact to the Bank.

#### § 16

1. The card delivered to the User pursuant to §14 is inactive and cannot be used for the execution of transactions.
2. User, upon the receipt of the card and PIN code, shall activate the card in one of the following ways:
  - 1/ at ATMs – provided that the User has received a PIN-mailer from the Bank,
  - 2/ on the basis of the phone instruction submitted via the 24/7 Customer Service at the phone number indicated on the card.
3. The necessity for activation referred to in section 1, refers to:

- 1/ new cards, including cards issued instead of blocked cards,
  - 2/ card duplicates,
  - 3/ renewed cards.
4. In the case of failure to activate a card, an inactive card may be held at the attempt of executing a transaction.

### § 17

1. The signature placed by the User in the application constitutes a specimen for evidences of transactions, which must be confirmed by the User's own hand signature.
2. The User should sign a card immediately after its receipt, in a permanent way, in accordance with the specimen signature placed in the application.
3. The responsibility for the consequences of failure to fulfil the obligation referred to in section 2 shall rest with the Customer.

## Chapter V. Using the Card

### § 18

The card may be used only by the person whose name and signature appear on the card.

### § 19

The card may be used until the last day of the month in which its expiry date placed on the card falls.

### § 20

The card may be used domestically and abroad, at the places marked with the Visa logo.

### § 21

1. The card may be used for the purposes of:
  - 1/ paying for goods and services at merchants, including payments in the form of proximity transactions or at ATMs,
  - 2/ withdrawing cash from ATMs and branches of other banks that offer such service, as well as in other outlets including cash withdrawals during the execution of non-cash transactions (so called cashback),
  - 3/ paying for goods and services ordered or provided via postal services, the telephone, fax or the Internet.
  - 4/ depositing cash in the bank account for which the card was issued,
  - 5/ checking the balance available in the account for which the card was issued at the ATMs offering such services,
  - 6/ other activities specified on the website of mBank Group.
2. Transactions referred to in section 1 item 1 may be particularly executed through the use of POS Terminals and the ATMs, marked in accordance with § 20.
3. Transactions referred to in section 1 item 4 may be executed with the use of cash deposit machines listed on the website of mBank Group.
4. Proximity transactions referred to in section 1 item 1 may be executed under the following conditions:
  - 1/ The Bank has provided such a functionality in the card,
  - 2/ the merchant is equipped with a POS Terminal with the proximity function, marked with the symbol of acceptance of the service offered,
  - 3/ the transaction remains within the value limit for a single contactless transaction, determined by Visa International and published on the website of mBank Group for information purposes;
  - 4/ a proximity transaction exceeding the value limit referred to in item 3 shall be executed on the principles described in § 22 section 1 item 6.
5. Regardless of the amount of the proximity transaction, the Bank reserves the right to request the User to confirm the execution of such a transaction by entering the PIN code or signing the transaction evidence in accordance with the signature on the card.
6. In order to activate the proximity functionality of the card before the first proximity transaction, the execution of the transaction referred to in section 1 item 1 or 2 may be required, confirmed by the PIN code. The User shall be notified of the necessity to execute such a transaction via the document confirming the issuance of the card.
7. Cashback transactions referred to in section 1 item 2 may be executed under the following conditions:
  - 1/ the merchant or an outlet providing such services is equipped with a POS Terminal with the proximity function, marked with the symbol of acceptance of the service offered,
  - 2/ the transaction remains within the value limit for a single transaction of this type, defined by the payment organization and published in the card description on the website of mBank Group for information purposes.
8. Transactions referred to in section 1 item 3 may be executed remotely at the merchants marked in accordance with § 20, by displaying the logo of the payment organisation which accepts the cards on the website or otherwise.
9. Provision of the card number in order to execute a remote transaction may debit the Customer's account without the need for the User's signature.

### § 22

1. The User shall authorise transactions by:
  - 1/ physical presentation of the card and entering the PIN code – at ATMs or at the merchants equipped with POS Terminals marked in accordance with § 20;
  - 2/ physical presentation of the card and signing by the User of the relevant transaction evidence according to the signature on the card – at some merchants equipped with POS Terminals marked in accordance with § 20;
  - 3/ providing the card details – in the case of remote transactions in the form of phone and on-line orders; provision of these details is sufficient for executing a transaction;
  - 4/ providing card details and confirming the order by affixing a signature – in the case of remote card transactions executed by postal order;
  - 5/ physical presentation of the card or its placement in the device if the payment organisation does not require the transaction to be confirmed by placing the User's signature or entering the PIN code;
  - 6/ approximating the card to the proximity reader and entering the PIN code, or signing the transaction evidence – in the case of a proximity transaction exceeding the value limit for proximity transactions;
  - 7/ approximating the card to the contactless reader – in the case of a proximity transaction not exceeding the value limit for a proximity transaction, subject to section 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 stage by stage. Information about the standard availability shall be placed in the electronic banking system and on the website of mBank Group.
2. In the case of recurring transactions (e.g. subscriptions, subscription fees, membership fees, etc.), the User, by authorizing the first transaction in the manner specified in section 1, gives their consent to the execution of further transactions within the scope agreed with the merchant.
3. The User, by making a payment with physical presentation of the card, is required to present a document confirming his/her identity, at the request of the employee of the outlet accepting the payment.

4. In order to verify the authenticity of the transaction the employees of the Bank may contact the User.

#### § 23

1. Upon authorising the transaction by the User in accordance with § 22, it becomes final, provided that the User shall have the right to withdraw their consent for the execution of further transactions referred to in § 22 section 2, in accordance with the rules adopted by the merchant.
2. The Bank shall not be held liable for recurring transactions referred to in § 22 section 2, initiated by the merchant upon the withdrawal of a consent for their further execution.

#### § 24

1. The Bank determines daily (value and quantity) authorization limits for transactions effected with a card.
2. The amount of standard daily limits referred to in section 1, is published in the card description on the website of mBank Group.
3. The Customer may determine individual authorization limit on the User's card. Their amount may not exceed the maximum values specified by the Bank, referred to in section 2.
4. Information on daily total authorization limits determined for each User is given together with the card.

#### § 25

1. Transactions with the card are effected up to the amount of funds available in the bank account for which the card was issued, in line with the determined daily authorisation limits, subject to section 5.
2. Transactions effected with the card result in a decrease in:
  - 1/ available daily authorisation limits in the card; and
  - 2/ funds available in the bank account to which the card was issued,by blocking the transaction amount within the balance available in this account until the date of settlement of the transaction or the date of lifting the blockade, whichever comes first.
3. The blockade shall be lifted no later than within 14 calendar days from the date of blockade.
4. If the transaction is not settled within the duration of the blockade, the Bank, on the transaction settlement, reserves the right to debit the Customer's bank account referred to section 1 with the transaction amount the Bank will receive for settlement after lifting the blockade together with all the fees and charges relating to the transaction on the basis of the settlement report from the payment organisation.
5. In the case of effecting transaction without taking account of amount referred to in section 2, balance of funds available in the bank account for which the card was issued shall be decreased at the moment of debiting this account with transaction amount and due and payable fees and charges relating to the transaction, regardless of the amount of funds in the bank account for which the card was issued, that may result in the unauthorised debit balance.

#### § 26

1. The Bank shall refuse to give its consent for execution of a card transaction in the case when:
  - 1/ the User provides incorrect card details during transaction authorisation;
  - 2/ the Agreement had been terminated,
  - 3/ the account for which the card has been issued is blocked for card transactions,
  - 4/ the absence of the available limit in the bank account for which the card has been issued, in the amount which would enable the transaction execution,
  - 5/ the daily transaction limits (quantity or value) defined for the card are exceeded;
  - 6/ according to the Bank's assessment, it is justified for safety reasons due to the need to protect the Bank against a fraud transaction.
2. The Merchant or the bank's branch have the right to refuse to execute a card transaction in the case when:
  - 1/ the User uses an invalid or reported card,
  - 2/ The User gives an incorrect PIN code,
  - 3/ The User provides incorrect details during transaction authorisation,
  - 4/ The User refuses to produce an identity document,
  - 5/ there is no possibility to obtain the Bank's consent for the execution of a card transaction,
  - 6/ the refusal to fulfil a payment order for card transactions is justified by the generally applicable legal regulations concerning payment cards.

#### § 27

The Bank informs about the refusal to execute the transaction by displaying or transmitting a message by the merchant or a device through which the transaction is executed, unless the provision of this information is impossible for reasons independent of the Bank.

## Chapter VI.

### PIN

#### § 28

The PIN is printed on a special envelope dedicated for the User and may not be disclosed to any third party. Generating the PIN takes place under the standards excluding their disclosure and retrieval.

#### § 29

1. The PIN to the card shall be sent by the ordinary priority mail to the User's mailing address indicated in the application.
2. In the case of finding any damage to the PIN mailer, the User is obliged to:
  - 1/ immediately notify the Bank of this fact in order to report the card and issue a new one with a new PIN,
  - 2/ destroy the card, so as to prevent the use of the card or reading of data contained in the card.
3. During the use of the card the User may apply to the Bank for changing the PIN in a manner determined in the description on the website of mBank Group at: [www.mbank.pl/msp-korporacje/karty](http://www.mbank.pl/msp-korporacje/karty).

#### § 30

1. If there is any suspicion that the PIN is known to an unauthorised person, the User is required to inform the Bank immediately about that fact in order to report the card and replace it with a new card with a new PIN code.
2. In the situation specified in section 1, the User shall be required to follow § 29 section 2.

#### § 31

The PIN for a renewed card and duplicate shall not be subject to change, subject to § 32 section 5.

## **Chapter VII. Card Duplicate**

### **§ 32**

1. The Customer may apply to the Bank, in writing or via the Internet electronic banking system, for the issuance of a card duplicate in the following cases:
  - 1/ a change of the last name of the User,
  - 2/ a change of the Customer's name,
  - 3/ a mechanical damage to the card,
  - 4/ a damage to 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 in section 1, the Bank shall prepare a card duplicate with a new expiry date and with the same number and PIN, as for the previously used card.
4. The Bank shall collect a fee for preparation of a card duplicate in accordance with the Tariff, except for the cases referred to in section 1 item 4, when the issuance of a duplicate is free of charge.
5. If the issuance of a card duplicate is impossible for technical reasons, the Bank may issue, in place of the destroyed or damaged card, a card of the same payment organisation, 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.

### **§ 33**

1. An inactive card duplicate shall be delivered to the existing address given by the User, registered in the banking system.
2. After receiving a card duplicate the User is obliged to proceed in accordance with §§ 16–17.
3. After activation of a card duplicate in accordance with the Card's Terms and Conditions the previous card may not be used. The Customer or the User are obliged to destroy the card, so as to prevent the use of the card or reading of the data contained in the card. The Customer shall be responsible for the consequences of failure to meet this obligation.

## **Chapter VIII. Card Renewal**

### **§ 34**

1. A card for another term of validity shall be issued automatically, subject to section 4. The card issued for the next term of validity shall be delivered to the current address given by the User, registered in the banking system.
2. A card for another term of validity shall be prepared immediately, subject to sections 3 and 4.
3. In the case of loss of the right to use the card for reasons described in § 66, the card shall not be renewed.
4. As a condition for automatic renewal of the card, the User shall be required to have activated the originally issued card in a manner set forth in § 16 section 2.
5. The Bank may, without giving any reasons, refuse to issue the card for the subsequent validity period, and it will announce it to the Customer in writing.

### **§ 35**

1. Upon the activation of the renewed card, the previous card may not be used.
2. The responsibility for destroying the previous card referred to in section 1, in accordance with § 29 section 2 item 2, shall rest with the Customer.
3. The responsibility for the consequences of failure to fulfil the obligation referred to in section 2 shall rest with the Customer.
4. In the case of not receiving the renewed card, the User and Customer shall contact the Bank.

### **§ 36**

1. In the case of resignation from the issuance of a card for the subsequent period of validity, the Customer should notify the Bank's branch in writing, no later than 60 days before the expiry of the card.
2. A lack of notification from the Customer within the time limit specified in section 1 shall be tantamount to the Customer's consent for renewal of the card for another term of validity on the principles set forth in § 34.

## **Chapter IX. Additional Services**

### **§ 37**

1. The User has the right to use additional services, such as insurance packages associated with the card, provided by entities cooperating with the Bank. The User shall receive information about the type of additional services and principles of their use together with the card.
2. The Bank may make the User's right to use certain additional services subject to the condition of making the relevant statement of intent by the Customer.
3. Certain additional services may be used upon the condition of giving consent for making the User's personal data available to the entities cooperating with the Bank in the provision of additional services. The cooperating entity may use personal data only in connection with the provision of additional services.
4. When deciding to use additional services, the User undertakes to observe the regulations concerning the use of such services, as issued by entities cooperating with the Bank.
5. The Bank may introduce new additional services upon informing the Customer of the nature, scope and dates of their introduction by publishing them on the website of mBank Group.

### **§ 38**

1. The Bank shall not be held liable for the quality and timeliness of additional services rendered by the entities referred to in § 37 and shall not act as an intermediary in the process of reviewing complaints or pursuing claims on account of non-performance or improper performance of such services.
2. The Bank shall not be held liable for any claims filed by the User against the entities referred to in § 37.

## **Chapter X. Principles of Settlement**

### **§ 39**

The card shall be settled on a daily basis against the bank account.

#### § 40

1. Indicated bank account for which the card has been issued shall be debited with the amount of performed transactions and due and payable fees and charges with value date of the transaction, upon the receipt by the Bank of settlement report from the payment organisation, not later than 3 days upon the receipt of such report.
2. Making the cash deposit in a cash deposit machine to the bank account of the Customer, maintained with the Bank shall take place on the deposit date, subject to section 3.
3. If the cash deposit is made in cash deposit machine after the cut-off time, referred to in section 4, crediting of the Customer's account shall take place on the subsequent day with the value date as at the date of deposit.
4. The details concerning cut-off times are announced to the Customers by making them available in outlets of the Bank or on the website of mBank Group at: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje).

#### § 41

1. Transactions shall be 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 the merchant allows transactions in a currency other than the currency of the country where the transaction is executed, the User shall accept the use of additional fees or the exchange rates by the merchant.

#### § 42

1. Transactions effected with the card are settled by the Bank against the bank account maintained in PLN indicated by the Customer in the application.
2. In the case the settlement currency is other than PLN, a transaction has been carried out in a foreign currency other than the card's settlement currency:
  - 1/ Visa International shall convert the amount of transactions executed in a currency other than PLN to the settlement currency of the card at the exchange rate of Visa International, charging a commission for currency conversion in the amount consistent with the Tariff.
  - 2/ The Bank carries out currency conversion of the amount specified in item 1, from the card settlement currency into PLN at the selling rate of PLN from the Foreign Exchange Rates Table of mBank S.A. at the transaction settlement date.
3. In the case the settlement currency of the card is PLN, and the transaction has been made in a foreign currency, Visa International carries out a currency conversion of such transaction into PLN at the exchange rate of Visa International, with a commission for currency conversion of transaction in the amount specified in the Tariff. The Bank charges the Customer with the amount of transaction specified by Visa International without additional currency conversion.
4. Instruction to modify the account for which the card has been issued shall result in the necessity to block the previous card and to issue a new card based on the new Customer application.

#### § 43

The Customer is required to ensure funds in the bank account for which the card has been issued in the amount sufficient to cover liabilities resulting from settled transaction, on the date of transaction.

#### § 44

1. The Customer authorises the Bank to collect from the Customer's bank account designated for settlements, regardless the amount of balance on that bank account:
  - 1/ the amounts of transactions on the basis of the transaction report, regardless of the transaction date and related commissions,
  - 2/ fees for issuing and using the cards and for using additional services referred to in § 37.
2. In the case of unauthorised debit balance in the bank account, provisions of the bank account agreement on the unauthorised debit balance shall apply.

#### § 45

1. The bank account statement containing the list of transactions performed with the card for which the card has been issued shall be the confirmation of settlement of transactions by the Bank and debits on the bank account for the use of the card.
2. Provisions on the bank statement referred to in section 1, included in the "Regulations on opening, maintaining and closing an integrated bank account at mBank S.A." or "Regulations on opening, maintaining and closing bank accounts at mBank S.A." and bank account agreement shall apply directly.

## Chapter XI. Fees and Charges

#### § 46

1. Under the Agreement concluded with the Customer, the Bank charges the Customer fees and charges for performing activities relating to the issue and service of cards, in the amounts specified in Tariff 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 shall be determined in particular by the level of the 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 collect a commission on transactions for their own benefit, which they shall report to the User prior to the transaction execution. Such a commission shall be independent of banking fees and commissions collected in accordance with these Terms and Conditions, and the Bank shall not be held liable for inaccurate collection of the commission by a merchant.

#### § 47

1. The new text of the Tariff of fees and charges or notice specifying revised fees and commissions along with their effective date shall be delivered by the Bank to the Customer in the manner and mode envisaged for revised fees and commissions in the "Regulations on opening, maintaining and closing an integrated bank account at mBank S.A." or of the "Regulations on opening, maintaining and closing bank accounts at mBank S.A.", depending on the type of the bank account agreement concluded by the Customer with the Bank.
2. In the event referred to in clause 1, the provisions of the "Regulations on opening, maintaining and closing an integrated bank account at mBank S.A." or of the "Regulations on opening, maintaining and closing bank accounts at mBank S.A." governing the termination of the bank account agreement in the case of revision of fees and commissions shall apply accordingly.
3. The current rates listed in the Tariff and information on changes of rates are announced to the Customers on the website of mBank Group at: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje) or made available in the Bank's branches.

#### § 48

1. A fee for issuing a card shall be collected by the Bank each time after the Bank orders a card for the Customer.
2. A fee for an annual use of the card shall be charged by the Bank each time at the beginning of each month or for the period of 12 subsequent months of card's validity, depending on the frequency of payment dates.
3. The commission on cash withdrawal shall be settled together with cash withdrawal, in the manner indicated for the settlement of transactions.



## Chapter XII. Obligations of the Customer and the User

### § 49

1. The User shall be obliged to:
  - 1/ comply with the Terms and Conditions, the generally applicable provisions of law, and local rules regarding the use of ATMs,
  - 2/ store the Card and protect the PIN code with due diligence,
  - 3/ secure the Card against loss, theft or damage,
  - 4/ avoid storing the Card together with the PIN code,
  - 5/ take other measures necessary to prevent breaches of individual protection of the card, and in particular prevent the provision of the card or the PIN code to unauthorised persons;
  - 6/ immediately report the card in the cases referred to in § 57;
  - 7/ use the cards according to their intended purpose,
  - 8/ use each card only during its validity period,
  - 9/ store the transaction evidences as well as other documents related to the transactions and present them to the Bank in order to document any possible complaints,
  - 10/ report nonconformities in the statement of transactions, according to § 53;
  - 11/ avoid the provision of the card details to third parties for purposes other than executing transactions or freezing the card,
  - 12/ cancel bookings performed using the cards prior to termination/expiry of the Agreement,
  - 13/ withdraw (in the event of resigning from the card, blocking or reporting the card lost or stolen, or termination/expiry of the Agreement) the consent provided to the merchant regarding the initiation of recurring transactions (e.g. payments for subscriptions, payments of membership fees) performed on the basis of data provided by the Card User prior to termination/expiry of the Agreement.
2. The provisions of section 1 above shall accordingly apply to the Customer.

### § 50

1. Each payment, referred to in § 21, is confirmed with an appropriate transaction evidence issued by POS Terminal.
2. The User is obliged to each time check the amount of the transaction before its authorisation.

### § 51

The Customer or the User may not use the card in violation of the law, and in particular for the purpose of purchasing goods or services whose trading or provision are prohibited in accordance with the legal regulations in force in the Republic of Poland or the state in the territory of which the card is being used.

### § 52

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

## Chapter XIII. Complaints

### § 53

1. The Customer and the User is obliged to verify the statements of transactions for the purpose of controlling the correctness of settlements of transactions, fees and commission relating to the use of cards.
2. The Customer/User has the obligation to report to the Bank each nonconformity in the statement of transactions that may occur as a result of crediting or debiting the bank account designated for card settlements, and in particular relating to:
  - 1/ the questioned transaction included in the statement of transactions,
  - 2/ an error or other irregularities in conducting a settlement connected with the use of the card.
3. The Customer shall make the report referred to in section 2 within 14 days from the receipt of the statement or making it available for downloading in accordance with the bank account agreement. It is assumed that the Customer has received the statement within 10 days from the date of its issuing by the Bank or making it available for downloading in accordance with the bank account agreement.
4. A complaint regarding a transaction shall be filed with the branch in writing (on the appropriate bank form) and includes User's signature compliant with the signature on the card.

### § 54

1. The Bank may request the User whose card was used for the execution of the transaction subject to the complaint to immediately send any documents justifying the complaint, particularly:
  - 1/ the printout from the terminal confirming the execution of the transaction,
  - 2/ the code, i.e. the number of cancellation of the transaction – in the case of cancelling an on-line or phone transaction;
  - 3/ printout from the terminal confirming making the payment – if the transaction was not concluded, and the Customer paid for the transaction in some other way;
  - 4/ printout from the terminal confirming non-concluding the transaction – if the transaction was not concluded;
  - 5/ the document confirming returning the goods or cancelling the services – in the case of returning the goods or cancelling the services.
2. The User is required to keep the documents referred to in section 1 for the period of 60 days from the date of the transaction, to which the document relates.
3. Failure to submit by the User of the documents referred to in section 1 by the date specified by the Bank shall be considered by the Bank as the confirmation of transaction by the User.
4. In the event of a complaint concerning a transaction which, according to the User, has not been executed by the User, the Bank may request the User to provide a document confirming that the User has reported to the Police the fact of a transaction being executed using the card by an unauthorised person, and to report the card as lost/stolen. Refusal or failure to provide the aforesaid document, as well as failure to report the card as lost/stolen within the deadline set by the Bank, not longer than 10 calendar days from the date of receipt of the Bank's request, shall be considered by the Bank as confirmation that the transaction subject to the complaint has been executed by the User.

### § 55

1. When starting the complaint handling procedure, the Bank may, in justified cases, conditionally credit the Customer's account with the questioned transaction amount, provided that the User complies with the obligations set forth in these Terms and Conditions. The Bank shall notify the User in writing that the complaint has been conditionally acknowledged.
2. The Bank shall consider any complaint promptly, as soon as possible, provided, however, that the time to consider a complaint and give a reply should not exceed 30 calendar days from receipt of the complaint by the Bank.

3. In justified cases, due to the necessity to obtain standpoints of other entities, including payment organisations or another bank or evidences which are not in the Bank's possession, the time for consideration of the complaint may be extended, however, it may not exceed 90 days from the receipt of the complaint; the Bank shall inform the Customer or the User about such extension and the expected date of completion of the complaint handling procedure, save that in the case of a Customer who is a natural person the time for consideration of the complaint shall not exceed 60 calendar days from the date of receipt of the complaint by the Bank.
4. Having considered the complaint, the Bank shall notify the complainant of the outcome of the complaint handling procedure. A reply to the complaint shall be given in writing or – upon the complainant's request – by e-mail.
5. If the Bank does not recover the questioned amount as a result of the complaint handling procedure, the Bank shall debit the Customer's bank account with this amount with the date of conditional crediting.
6. Complaints shall be considered by the Bank in accordance with the uniform procedures of payment organisations that are the same for all banks acting as members of these organisations.
7. The Bank shall request a copy of the transaction evidence upon the Customer's request, complying with the principles and deadlines for complaint handling, as appropriate.

#### § 56

1. In the event of claims arising from the complaint not being acknowledged, the complainant may ask the Bank for reconsideration of the matter within 14 days from the date of receipt of the answer to the complaint. The appeal should be submitted in writing.
2. The Customer has the possibility to file a complaint directly to the Bank, or to refer the case to a common court.
3. In the event of claims arising from the complaint not being acknowledged by the Bank, a Customer who is a sole trader or a partner in a civil-law partnership has the possibility to refer the case to the Financial Ombudsman.

### Chapter XIV.

#### Lost/Stolen Card Reporting

#### § 57

1. The User is obliged to block the card immediately upon discovering:
  - 1/ destruction of the card,
  - 2/ loss of the card,
  - 3/ theft of the card,
  - 4/ disclosing the card details or the PIN code to an unauthorised person,
  - 5/ unauthorised use of the card,
  - 6/ appropriation of the card,
  - 7/ detecting unauthorised access to the card.
2. The User shall report the card as lost/stolen over the telephone, as referred to in section 1, via the 24/7 Customer Service Centre.

#### § 58

1. The User shall be obliged to respond to any questions asked by the employee of the 24/7 Customer Service Centre for the purposes of identification.
2. The employee receiving the notification referred to in § 57 section 1 shall confirm the fact that the card has been reported stolen or lost and confirm the date, hour and minute of notification receipt.
3. The Bank shall be entitled to record and store telephone conversations regarding reporting the card as lost/stolen referred to in § 57 section 1, in the manner defined by the Bank, in order to document the exact date, hour and minute when the notification was received.
4. Upon the request of the Customer or the User, the Bank may issue a written confirmation of lost/stolen card reporting.
5. If the Customer discovers any other circumstances than those referred to in section 57, the Customer shall be required to report this fact immediately to the Bank via the Internet electronic banking system of the Bank or at the Bank's branch.

#### § 59

1. The Card shall be reported until the end of its term of validity.
2. Reporting the card as lost/stolen is irrevocable.
3. If the card reported as lost/stolen is recovered, it must not be used again.
4. If the reported card is recovered, the User or Customer shall be required to destroy the card pursuant to § 29 section 2 item 2.

#### § 60

The Bank shall automatically issue a new card with a new number, new validity date and new PIN code to replace the card reported as lost/stolen.

### Chapter XV.

#### Liability for Using the Card

#### § 61

1. The Customer shall be fully liable for:
  - 1/ transactions authorised by the User in accordance with these Terms and Conditions,
  - 2/ consequences of the card usage by the User, particularly in the case of:
    - a/ using the card in a manner inconsistent with the Terms and Conditions, generally applicable provisions of law, and local rules regarding the use of ATMs,
    - b/ failure to immediately report the card at the Bank, in accordance with these Terms and Conditions,
    - c/ transactions executed by unauthorised persons provided with the card or the PIN code by the User or the Customer,
    - d/ remote transactions, i.e. transactions executed without physical production of the card.
2. The Customer shall be held liable for recurring transactions referred to in § 22 section 2, in the case when despite the card reporting/resignation from the card the consent for their initiation by the merchant has not been withdrawn.
3. If the Agreement is concluded with more than one Customer, all Customers shall bear joint and several liability towards the Bank.

#### § 62

1. The Customer shall be liable for unauthorised transactions executed using the card until the reporting of its loss pursuant to §§ 57–59, up to the amount constituting the PLN equivalent of EUR 150, calculated using the average exchange rate published by the NBP as at the date of the transaction, if it is the result of:
  - 1/ the use of a lost or stolen card,

- 2/ appropriation of the card or its unauthorised use resulting from an infringement, by the User, of the obligation to take the necessary measures to prevent a breach of individual card security measures, in particular the obligation to store the card with due diligence and prevent its disclosure to any unauthorised persons.
2. The amount restriction referred to in section 1 shall not apply to transactions unauthorised by the User if the Customer or the User caused them deliberately or as a result of violation of the obligations set out in these Terms and Conditions arising from wilful misconduct or gross negligence.

#### § 63

The Customer shall be responsible for any transactions unauthorised by the User executed with the card, upon the notification referred to in §§ 57-59, if the Customer or the User executed the transactions intentionally.

### Chapter XVI.

#### Cancelling the Card

#### § 63

1. The Customer may cancel the card during its validity period, upon the condition of submitting a written cancellation statement.
2. In the case of cancelling a card after the date specified in § 36 section 1, the annual fee for the card shall not be refundable.
3. The Bank shall cancel the card as from the date of receiving the written cancellation statement. The provisions of § 29 section 2 item 2 shall apply accordingly.
4. In the case of non-cash recurrent transactions referred to in § 22 section 2, the User or the Customer are obliged to revoke the consent for the execution of such type of transactions with the merchant within 30 days before the date of cancelling the card.
5. In the case of cancelling the card, the Customer or the User shall destroy it in the manner referred to in § 29 section 2 item 2. In the event of failure to fulfil the obligation referred to in section 4, the responsibility for transactions executed using the card shall rest with the Customer.

### Chapter XVII.

#### Loss of the Right to Use the Card

#### § 64

The card is the Bank's property. The Customer and the User are obliged to deal with the card in accordance with the principles set forth in these Terms and Conditions.

#### § 65

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

- 1/ the Customer's or User's non-compliance with the provisions contained in the Agreement or in the Terms and Conditions;
- 2/ the Customer's non-compliance with other agreements concluded with the Bank, inter alia:
  - a/ causing an unauthorised debit balance in the Customer's bank account,
  - b/ non-compliance with credit risk-bearing agreements,
- 3/ attachment of the Customer's debt on its bank account by an authorised body,
- 4/ changes in the Customer's legal form,
- 5/ submitting a bankruptcy petition with regard to any of the Customers or opening of liquidation, restructuring, enforcement or insolvency proceeding against any of the Customers,
- 6/ negative assessment of the Customer's financial standing and their ability to meet their liabilities under the Agreement concluded with the Bank,
- 7/ the occurrence of an event that may be considered by the Bank as possibly having a negative impact on the financial standing of the Customer and their ability to meet their obligations under the agreement concluded with the Bank as well as the results of their operations,

#### § 66

The User shall lose the right to use the card in the following cases:

- 1/ the termination of the bank account agreement by either party,
- 2/ termination of bank account agreement concluded with the Customer due to the expiry of its term,
- 3/ expiry of the card's validity date,
- 4/ death of the User;
- 5/ at the Customer's request; or
- 6/ the Card's withdrawal from the Bank's offer.

#### § 67

In the event of the loss of rights to use the card, the Bank shall report the card, provided that, in the event of death of the card User, the Bank shall report the Card on the day of becoming aware of this fact. The User shall be required to immediately destroy the card in accordance with § 29 section 2 item 2. The Customer shall be responsible for the consequences of failure to meet this obligation.

#### § 68

1. In the cases specified in § 66, the Bank shall immediately advise the Customer by phone, and next in writing, on the loss by User of the right to use the card and the obligation to destroy it in accordance with § 29 section 2 item 2, and the liability of the Customer in the case of failure to meet the obligation of the User.
2. In the cases referred to in § 66 items 1-5, the loss of the right to use the card shall occur automatically on the date of the occurrence of one of the said reasons.
3. In the case mentioned in § 66 items 6-7, the loss of the right to use the card shall occur on the date indicated by the Bank.
4. Along with the notification referred to in section 1, the Bank may terminate the Agreement. The manner of termination of the Agreement shall be specified in § 71-72.

### Chapter XVIII.

#### Amendments to the Terms and Conditions and Termination of the Agreement

#### § 69

1. Provisions of the Terms and Conditions may be amended in the course of the Agreement.
2. Delivery to the Customer of the amendment of these Terms and Conditions referred to in section 1 shall take place by publication of these amendments on the website of mBank Group at: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje), containing the text of the amended Terms and Conditions. Along with the amended Terms and Conditions, information on the date of publication of the amended Terms and Conditions and their effective date will be provided. The date of delivery of the amended Terms and Conditions to the Customer shall be deemed the eight day upon the publication of the amended Terms and Conditions on the website of mBank Group at: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje).

3. Refusal by the Customer to accept the new terms of the Agreement, resulting from the changes introduced to the Terms and Conditions should be made in writing within 14 days from the date of receipt of the amended Terms and Conditions and constitutes termination of the Agreement. In such case, provisions of § 71 shall apply accordingly.
4. If the Customer refuses to accept the amended Terms and Conditions, he or she should return issued cards to the Bank.
5. The Bank shall immediately report the card upon the receipt of the refusal referred to in section 4.
6. No statement of intent as to the acceptance of the new terms of the Agreement within 14 days from the date of their delivery the Bank shall treat as the acceptance by the Customer of the new Terms and Conditions, upon the effective date of such amendment.
7. The Customer undertakes to the Bank to view information for Customers published on the website of the mBank Group at: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje) at least once a week.

#### § 70

1. Either Party may terminate the Agreement by giving one month's notice.
2. The Agreement shall be terminated by either party in writing by a termination notice signed by the persons authorised to make statements of intent with respect to proprietary rights and obligations of the parties.
3. If the Agreement is concluded with more than one Customer, the termination notice shall be signed by all the Customers. One of the Customers may submit the notice exclusively on the basis of the power of attorney from the other Customers.
4. In the event of termination of the Agreement by the Bank, the Customer will be informed of the reason for the termination.
5. The termination notice shall be delivered to the other party to the Agreement by a registered letter, return receipt requested, or by hand against receipt.
6. The notice period for termination commences at the date when the notice is delivered to one of the parties.
7. The Bank, upon the termination of the Agreement by any party, shall be authorised to report lost/stolen card.

#### § 71

The Bank may terminate the Agreement in the case of occurrence of the following important reasons:

- 1/ using the card in a way that exposes the Bank to financial losses,
- 2/ a material breach of the provisions of the Agreement or the Terms and Conditions by the User or the Customer,
- 3/ the Customer's non-compliance with other agreements concluded with the Bank,
- 4/ attachment of the Customer's bank account by an authorised body,
- 5/ the termination of the bank account agreement by either party,
- 6/ changes in the Customer's legal form,
- 7/ submitting a bankruptcy petition with regard to any of the Customers or opening of liquidation, restructuring, enforcement or insolvency proceeding against any of the Customers,
- 8/ negative assessment of the Customer's financial standing and their ability to meet their liabilities under the Agreement concluded with the Bank,
- 9/ the occurrence of an event that may be considered by the Bank as possibly having a negative impact on the financial standing of the Customer and their ability to meet their obligations under the agreement concluded with the Bank as well as the results of their operations,
- 10/ the card's withdrawal from the Bank's offer, provided that the Customer does not use another type of card,
- 11/ limitation of activity in the card issuing area,

#### § 72

1. In the case the Agreement is terminated by the Customer, the card shall be returned to the Bank.
2. The Bank shall report the card on the day of receiving the Agreement termination notice.

#### § 73

The Agreement shall be terminated upon the termination of bank account agreement concluded between the Customer and the Bank.

#### § 74

In the case of termination of the Agreement, the Customer shall be required to meet its all liabilities towards the Bank arising in connection with the cards issued under this Agreement.

## Chapter XIX.

### Final Provisions

#### § 75

The Bank, under a separate agreement on the Internet electronic banking system of the Bank and upon fulfilment of other conditions that may apply, shall enable the authorised representative of the Customer to manage the cards issued for the Customer via the said system.

#### § 76

1. The Bank, in order to protect interests of the Customer and the User and in order to protect justified interests of the Bank, shall be entitled to establish telephone contact with the Customer or the User without prior notice.
2. The Bank may block the card or cancel it for justified reasons relating to:
  - 1/ security of the card,
  - 2/ suspected unauthorised use of the card or causing the wilful execution of transactions which have not been authorised by the User in the manner referred to in § 22.
3. The Bank shall inform the User of its intentions to block the card or report it as lost/stolen, unless such contact with the User turns out to be impossible or the provision of information on blocking or reporting the card would be unjustified for safety reasons or prohibited under separate provisions of law.
4. In the event of the cessation of reasons mentioned in section 2, the Bank shall unlock the Card or issue a new Card in lieu of the reported Card at the request of the Customer.
5. In the case of cancelling the card by the Bank for reasons referred to in section 2:
  - 1/ The User or the Customer shall be required to destroy the Card in accordance with § 29 section 2 item 2. the Customer shall be responsible for the consequences of failure to meet this obligation,
  - 2/ The Bank may refuse to issue further cards to the Customer.

#### § 77

To any matters not regulated in the Agreement and these Terms and Conditions the provision of the following shall apply:

- 1/ provisions of the integrated bank account agreement or the bank account agreement, depending on the type of bank account agreement concluded by the Customer and the Bank,

- 2/ the provisions of the "Regulations on opening, maintaining and closing an integrated bank account at mBank S.A." or the "Regulations on opening, maintaining and closing bank accounts at mBank S.A." depending on the type of bank account agreement concluded by the Customer and the Bank, and
- 3/ the applicable legal regulations, particularly the provisions of the Civil Code and the Act of 19 August 2011 on payment services.

## § 78

1. Unless the Agreement or the Terms and Conditions provide otherwise, all correspondence between the Bank and the Customer under the Agreement made in writing shall be deemed to have been delivered:
  - 1/ on the date of its receipt by the Customer, or
  - 2/ on the date of the first advice note for a registered mail sent to the Customer's last address known to the Bank.
2. The Bank shall not be held liable for the consequences of actions of the banking forward agent (e.g. the post).

## § 79

The Bank shall not be held liable for the consequences of circumstances beyond the Bank's control, particularly such as:

- 1/ refusals to accept the card by merchants or restrictions concerning the value of transactions imposed by merchants,
- 2/ a refusal to execute the transaction by a merchant of another authorised institution,
- 3/ the lack of the Bank's consent for the execution of the transaction using a card, given in reply to the authorisation request received,
- 4/ the lack of possibility to execute the transaction due to reductions in the authorisation limits introduced by the Customer,
- 5/ inability to fulfil the Bank's obligations as a result of circumstances beyond its control, particularly occurrences of force majeure and orders of state authorities and public administration,
- 6/ a refusal to fulfil the Bank's obligations results from the generally applicable legal regulations entitling the Bank to such type of action,
- 7/ a breakdown of the authorisation and settlement system,
- 8/ a breakdown or malfunction of the device accepting cards and registering a transaction,

## § 80

1. The merchant and ATM may deny the transaction.
2. The merchant or the ATM machine may withhold the card whenever:
  - 1/ the entered PIN code is incorrect,
  - 2/ the card has been reported lost or stolen,
  - 3/ the card is no longer valid,
  - 4/ instructions have been received to withhold the card,
  - 5/ signature on the card does not match the signature on the debit document,
  - 6/ the card is used by an unauthorised person.
3. In the event of withholding the Card by the merchant or the ATM machine, the User shall immediately contact the Bank to determine further actions.

## § 81

1. mBank S.A. with its registered office in Warsaw at ul. Senatorska 18, as the administrator of personal data within the meaning of the Act of 29 August 1997 on personal data protection, announces that within the framework of the Bank's database, data of the Customers, their representatives and Card Users shall be processed within the scope and to the extent necessary for the issuance and handling of the card in question.
2. The Bank declares that for the purpose of the enforcement of the Bank's statutory rights and obligations related to the performance of banking activities, the Customer's data may be transferred to:
  - 1/ Banking Register System – a database whose data controller within the meaning of the Act on personal data protection is the Polish Bank Association with its registered office in Warsaw, established and functioning pursuant to Article 105 sections 4, 4a and 4d, as well as Article 105a of the Act – Banking Law;
  - 2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau), with its registered office in Warsaw, established and functioning pursuant to Article 105 sections 4, 4a and 4d, as well as Article 105a of the Act – Banking Law;
  - 3/ business information bureaus operating on the basis of the Act of 9 April 2010 on the provision of business information and exchange of business data if:
    - a/ the total amount of liabilities to the Bank amounts to at least PLN 500;
    - b/ the payment or payments has or have been due for at least 60 days;
    - c/ at least one month has passed from the lending Bank's sending the demand for payment, by registered mail, to the address for correspondence as indicated by the Customer and, if the Customer failed to provide such an address – to the Customer's registered office address, containing a warning as to the intention to submit the data to such a bureau, with an indication of the name and address of the registered office of the latter.
3. The data of the Customer collected in the Banking Register System kept by the Polish Bank Association and at Biuro Informacji Kredytowej S.A. (Credit Information Bureau) can be made available to:
  - 1/ other banks,
  - 2/ financial institutions operating as subsidiaries of banks, within the meaning of the Act of 29 August 1997 – Banking Law,
  - 3/ other entities having statutory authorisations – subject to the terms and conditions set out in the Act of 29 August 1997 – Banking Law,
  - 4/ business information bureaus operating on the basis of the Act of 9 April 2010 on the provision of business information and exchange of business data within the scope and on the terms specified in the aforesaid Act, based on the applications of such bureaus and within the scope specified therein.
4. The Customer, persons representing the Customer as well as Users shall have the right to:
  - 1/ access and modify their data,
  - 2/ express objection to the processing of their personal data for the purposes of direct marketing of the Bank's own products and services.
3. The rights of the persons representing the Customer and the User, referred to in section 4, shall be exercised by the Bank through the Customer.

## § 82

All disputes between the parties resulting from this Agreement, not resolved amicably, shall be settled by a competent common court having jurisdiction over the seat of the Bank.

## § 83

Within the scope of the payment services provided under the Agreement, the provisions of Chapter II of the Act of 19 August 2011 on payment services as well as the provisions of Articles 34, 35–37, 40 sections 3–4, 45, 47, 48 and 51, and 144–146 of the act on payment services shall not apply, and, whenever permitted, neither shall other legal provisions which modify or amend the said provisions.