

# Terms and Conditions of Visa Business Debit payWave Cards

Warsaw, November 2013



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## CHAPTER I

### General Provisions and Definitions

#### § 1

These Terms and Conditions lay down:

- 1/ the rules of signing agreements on payment cards for corporate customers, hereinafter the "Agreement", between mBank S.A. and a Customer,
- 2/ the rules of issuance and use of Visa Business debit PayWave Cards issued under the Agreement,
- 3/ the rules of settlement of payment card transactions.

#### § 2

As used in these Terms and Conditions, the following terms and acronyms shall mean:

- 1/ **24-hour Call Center** - a call center serving Users, which allows in particular to disable a card, check the current available card limit and view the history of recent card transactions,
- 2/ **merchant** - the business which accepts non-cash Card payment for its offered products and services,
- 3/ **authorization** - User's consent to a transaction, given in the manner described in these Terms and Conditions,
- 4/ **Bank** - mBank S.A.,
- 5/ **ATM** - a device operating on-line, enabling the User to withdraw cash or, additionally, to perform other transactions,
- 6/ **card lock** - a temporary lock by the Bank on any card transactions resulting in locking the available card spending limit,
- 7/ **transaction receipt** - a document confirming payment made with the use of a card or an ATM receipt evidencing execution of a card transaction,
- 8/ **daily authorization amount limit** - a daily limit defining the total zloty amount up to which cash or non-cash transactions may be processed,
- 9/ **daily authorization quantity limit** - a daily limit defining the total number of transactions up to which cash or non-cash transactions may be processed,
- 10/ **card** - a Visa Business debit PayWave card,
- 11/ **Customer** - any business, legal person, unincorporated organizational unit with a legal capacity, with whom the Bank has entered into a bank account agreement,
- 12/ **CVV2 code** - a three-digit code unique to Visa International, placed on the back of a card, used for card authentication during online, telephone or postal transactions,
- 13/ **branch** - an organizational unit of the Bank, which maintains the Customer's bank account,
- 14/ **PIN** - Personal Identification Number, a confidential number which, together with the data contained in the card, is used for electronic authentication of the User,
- 15/ **bank account** - Customer's (current) Integrated Bank Account (or subaccount) or Customer's current account or subaccount held with the Bank,
- 16/ **Terms and Conditions** - these Terms and Conditions of Visa Business debit PayWave Cards,
- 17/ **complaint** - the User challenging of the amount or legitimacy of a charge for a card transaction, a fee or commission charged, card related services, card malfunction, which is stated in writing, in particular in an appropriate bank form or reported to the Bank by telephone via the 24-hour Call Center,
- 18/ **Tariff** - Tariff of Banking Fees and Commissions of mBank for SME and Corporates,
- 19/ **POS Terminal** - an electronic payment terminal which allows the User to perform transactions, including a POS Terminal equipped with a contactless reading device, which permits payWave transactions by waving the card in front of it,
- 20/ **transaction** - a deposit, a cash withdrawal or payment made with the use of a card,
- 21/ **remote transaction** - payment made without having to physically produce a card (by telephone, Internet, mail),
- 22/ **payWave transaction** - payment made via a POS terminal which allows the transaction to be made by waving a card in front of a contactless card reading unit,
- 23/ **Agreement** - an agreement on payment cards for a corporate Customer,
- 24/ **User** - a natural person authorized by the Customer to make the transactions defined in the Agreement for and on behalf of the Customer, whose identification details are contained in the card,
- 25/ **Visa International** - an international organization of card issuers,
- 26/ **card billing currency** - the currency used by Visa International to bill card transactions made in a currency other than the currency of the Customer's bank account specified for card billing; the billing currency is determined by the Bank and communicated in the card description on the mBank Group Internet Portal under the address: [www.mbank.pl/msp-korporacje/karty](http://www.mbank.pl/msp-korporacje/karty),
- 27/ **application** - an application for issuing a card to a Customer,
- 28/ **card disabling** - a permanent card lock as a result of which any physical attempt to perform a transaction is denied and the card will be retained at the request of the Bank.

## CHAPTER II

### Conclusion of Agreement

#### § 3

Cards shall be issued subject to conclusion of the Agreement with the Bank by the Customer.

#### § 4

The Agreement shall be signed in a written form for the duration of card validity.

#### § 5

1. Unless within one month before the expiry date of the Agreement the Customer serves a written statement to the Bank refusing his consent to Agreement extension, the Agreement shall be automatically extended for another duration of the card validity. The Agreement may be so extended multiple times.
2. The Customer's statement referred to in paragraph 1 shall be made in writing and signed by the persons authorized to make statements of will with regard to Customer's property rights and obligations.
3. If the Agreement is signed with more than one Customer, the statement referred to in paragraph 1 should be signed by all the Customers. One of the Customers may only make the statement under a power of attorney granted by the other Customers.
4. The statement referred to in paragraph 1 should be delivered to the branch by registered mail with acknowledgment of receipt or handed to a branch employee against receipt. The date of receipt of the statement by the branch employee is deemed to be the delivery date of the statement.

#### § 6

1. The Bank shall prepare and provide two copies of the Agreement to be signed by the Customer (unless the Agreement had already been concluded).
2. The Agreement shall be signed by the persons authorized to make statements of will with regard to Customer's property rights and obligations.
3. Together with the first card Application, the Customer is required to provide the branch with two signed copies of the Agreement, one of which, after being signed by the Bank, shall be returned to the Customer.
4. The Agreement must be delivered by the Customer not later than upon delivery to the Bank of the first application completed by the Customer.

## § 7

1. Once the Agreement is signed the Customer may file further card applications.
2. Subject to the provisions of Chapter XIV of these Terms and Conditions, the Customer shall be fully responsible vis-a-vis the Bank for all the liabilities incurred by the use of cards issued under the Customer's application.

## § 8

1. The Customer may withdraw from the Agreement within 14 days after receipt of the first card, provided that no transaction has been made with the use of any of the cards issued.
2. The Customer's statement of withdrawal from the Agreement must be drawn up and submitted in accordance with the form and procedures defined in § 5 paragraphs 2 – 4 before expiration of the time limit defined in paragraph 1.
3. Upon withdrawal from the Agreement the Customer must return issued cards to the Bank. The Bank shall disable cards as of the date of receipt of the statement referred to in paragraph 2.
4. In the case of Agreement termination on the terms set forth in paragraph 1, the Bank shall have the right to charge the Customer with the fee for issuing the card under this Agreement. The Bank shall refund the fee for card use if the fee has been received from the Customer.

## CHAPTER III

### Application for the Card

## § 9

The Customer may apply for a card, subject to signing of the Agreement with the Bank, in accordance with the provisions of Chapter II of these Terms and Conditions.

## § 10

1. A card may be applied for by the Customer:
  - 1/ who has a zloty bank account at the Bank,
  - 2/ against whom no liquidation, bankruptcy, recovery or execution procedures have been initiated.
2. The Customer shall apply for a card by filing a completed application at a branch.
3. In the application the Customer shall specify, in particular:
  - 1/ the Customer's abbreviated name,
  - 2/ the User authorized to make the transactions defined in the Agreement for and on behalf of the Customer,
  - 3/ the zloty bank account held for transactions settlement,
  - 4/ the branch to which each issued card of the relevant User shall be sent.
4. The Bank allows one card linked to an indicated bank account to be issued to a given User.
5. Prior to filing a card application, the Customer shall read these Terms and Conditions received from the Bank and declare that he agrees to their provisions and accepts them for application.
6. The Customer agrees to make the User familiar with the provisions of these Terms and Conditions.

## § 11

The application shall be signed by the persons authorized to make statements of will with regard to Customer's property rights and obligations.

## § 12

Upon Customer's submission of two copies of the concluded Agreement in accordance with the provisions of Chapter II of these Terms and Conditions and one copy of the approved card application, the Bank shall prepare the card for its issuance to the User.

## § 13

The Bank reserves the right to deny a card without stating the reasons.

## CHAPTER IV

### Card Issuance

## § 14

Once the Bank prepares the card the Customer will be notified by a Bank employee about the card being available for collection.

## § 15

1. If the User cannot collect the card, it may be collected by another person holding a written authorization from the Customer, signed by the persons authorized to make statements of will with regard to Customer's property rights and obligations.
2. An identity document must be produced in order for the User or the person referred to in paragraph 1 to be able to collect the card.

## § 16

1. Upon receipt of the card and the PIN, the User shall activate the card by one of the following ways:
  - 1/ by performing a successful PIN-authorized ATM transaction,
  - 2/ by a telephone order placed at the 24-hour Call Center at the number indicated on the card.
2. The activation requirement referred to in paragraph 1 shall apply to:
  - 1/ new cards, including those issued in place of disabled cards,
  - 2/ duplicate cards,
  - 3/ renewed cards.

## § 17

1. The signature placed by the User in the application shall be used as the specimen signature for purposes of evidence of transactions which require the User's signature.
2. The User should sign the card permanently immediately upon its receipt, in accordance with the specimen signature placed in the application.
3. The Customer shall be liable for the consequences of non-compliance with the obligation referred to in paragraph 2.

## CHAPTER V

### Card Use

#### § 18

The card may only be used by the person whose full name and signature are recorded thereon.

#### § 19

The card may be used until the last day of the month of its expiration embossed on the card.

#### § 20

The card may be used in Poland and abroad at outlets designated by the Visa logo.

#### § 21

1. The card may be used to:
  - 1/ pay for goods or services at merchants, including in the form of payWave and ATM transactions,
  - 2/ withdraw cash at ATMs and branches of other banks, as well as other institutions providing such services, including cash withdrawals during non-cash transactions (cashback),
  - 3/ pay for goods or services ordered or provided by email, telephone, fax and the Internet,
  - 4/ deposit cash on the bank account to which the card is linked,
  - 5/ check the available balance on the account to which the card is linked at those ATMs which offer this type of service,
  - 6/ perform other activities listed on the Bank's website.
2. The transactions referred to in paragraph 1 item 1 may be performed in particular via POS Terminals, mechanical devices for transactions registration and ATMs designated in accordance with § 20.
3. The transactions referred to in paragraph 1 item 4 may be performed via CDMs whose list is available on the mBank Group Internet Portal under the address: [www.mbank.pl](http://www.mbank.pl).
4. The payWave transactions referred to in paragraph 1 item 1 may be performed on the following conditions:
  - 1/ the Bank has included that functionality in the card,
  - 2/ the merchant is equipped with a contactless POS Terminal with a mark of acceptance of that service,
  - 3/ the transaction fits within the amount limit for a single payWave transaction, as defined by Visa International, published for information on the Bank's website,
  - 4/ the User has authorized the transaction on the terms described in § 22. paragraph 1 item 1 or item 2 if the payWave transaction exceeds the amount limit referred to in item 3.
5. Regardless of the payWave transaction amount, the Bank reserves the right to require the User to confirm the transaction by entering the PIN or placing in the transaction receipt a signature consistent with the card signature.
6. In order to activate the payWave functionality of a card, prior to the first payWave transaction, it may be required to perform a PIN-based transaction referred to in paragraph 1 item 1 or item 2. The User shall be notified of the need to perform such a transaction in the document evidencing card issuance.
7. Cashback transactions referred to in paragraph 1 item 2 may be performed if:
  - 1/ the merchant or the outlet providing such services is equipped with a POS Terminal with a mark of acceptance of that service,
  - 2/ the transaction fits within the amount limit for a single transaction of that type, as defined by the payer organization and communicated for information in the card description on the mBank Group Internet Portal under the address: [www.mbank.pl/msp-korporacje/karty](http://www.mbank.pl/msp-korporacje/karty),
  - 3/ the transaction is performed within Poland.
8. The transactions referred to in paragraph 1 item 3 may be performed remotely at the merchants designated in accordance with § 20, displaying on the website or otherwise the logo of the payment organization whose cards are accepted.
9. Disclosure of the card number in order to perform a remote transaction may result in the Customer being charged without a need for the User's signature.

#### § 22

1. The User shall authorize transactions by:
  - 1/ physically presenting the card and entering the PIN at ATMs and at merchants equipped with POS Terminals or mechanical devices for transactions registration, designated in accordance with § 20,
  - 2/ physically presenting the card and signing the relevant transaction evidence in accordance with the card signature, at certain merchants equipped with POS Terminals or mechanical devices for transactions registration, designated in accordance with § 20,
  - 3/ providing the card number and its expiration date, and, optionally, the CVV2 code, for remote transactions in the form of telephone or Internet orders; provision of the above data is sufficient to complete the transaction,
  - 4/ providing the card number and its expiration date, and, optionally, the CVC2 code and confirming the order with his signature, for remote transactions in the form of postal orders; provision of the above data is sufficient to complete the transaction,
  - 5/ physically presenting the card or placing it in the device if the payment organization does not require transaction confirmation with the User's signature or entry of the PIN,
  - 6/ waving the card in front of the contactless reading device, for the payWave transactions where the merchant does not require transaction confirmation by entry of the PIN or by placing a signature in the transaction evidence (consistent with the card signature), at the merchants equipped with POS Terminals,
  - 7/ waving the card in front of the POS Terminal contactless reading device, for the payWave transactions and by entering the PIN if the merchant requires such a confirmation of the payWave transaction, at the merchants equipped with POS Terminals.
2. In the case of recurring transactions (e.g., subscriptions, subscription fees, membership fees, etc.), by authorizing the first transaction in the manner defined in paragraph 1 the User shall consent to subsequent transactions to the extent agreed upon with the merchant.
3. When making payment involving physical presentation of the card the User is required, if requested by an employee of the outlet accepting payment, to produce an identity document.
4. Bank personnel may contact the User to verify legitimacy of transactions.

#### § 23

1. After the User authorization performed in accordance with § 22, transactions are final, however, the User has the right to revoke his consent to subsequent transactions referred to in § 22 paragraph 2, in accordance with rules adopted by the merchant.
2. The Bank shall not be liable for the recurring transactions referred to in § 22 paragraph 2, initiated by the merchant after the consent to such transactions has been revoked.

#### § 24

1. The Bank shall set daily (amount or quantity) authorization limits for card transactions.
2. The standard daily limits referred to in paragraph 1 are published in the card description on the mBank Group Internet Portal under the address: [www.mbank.pl/msp-korporacje/karty](http://www.mbank.pl/msp-korporacje/karty).

3. The Customer may set individual authorization limits in the User's card. The limits cannot exceed the maximum values specified by the Bank, as referred to in paragraph. 2.
4. Daily authorization amount limits set for each User are provided together with the card.

#### § 25

1. Card transactions shall be performed up to the available balance on the bank account to which the card is linked, within the defined daily authorization limits, subject to paragraph 5.
2. Card transactions reduce:
  - 1/ available daily authorization limits in the card, and
  - 2/ the available balance on the bank account to which the card is linked,by locking the transaction amount out of the available balance on the bank account until the transaction is settled or the lock is lifted, whichever comes first.
3. The lock shall be lifted no later than 14 calendar days after it was placed. Once the lock is lifted the available balance on the bank account shall be increased by the outstanding transaction amount.
4. If the transaction is not settled while the lock continues, at the time of settlement the Bank reserves the right to charge the bank account referred to in paragraph 1 with the transaction amount to be received in settlement after the lock is lifted as well as any transaction-related fees and commissions, on the basis of the billing report from the payment organization.
5. If a transaction is performed without regard to the values referred to in paragraph 2, the available balance on the bank account to which the card is linked will be reduced once the account is charged with the transaction amount as well as any payable transaction-related fees and commissions, regardless of the amount of funds on the bank account to which the card is linked, which may result in a non-allowable debit balance.

#### § 26

The Bank may refuse to execute a transaction in the following cases:

- 1/ if the User provides wrong details during transaction authorization, including a wrong card number, expiration date, PIN, CVV2, the signature in the transaction confirmation inconsistent with the specimen signature on the card,
- 2/ if the User uses a card which is inactive, locked, disabled or invalid,
- 3/ if there is no available limit on the bank account to which the card is linked, in the amount which would permit the transaction,
- 4/ if daily authorization (quantity or amount) limits defined in the card are exceeded,
- 5/ if, according to the Bank's assessment, it is justified for safety reasons, due to the need to secure the Bank against a fraudulent transaction,
- 6/ if the User refuses to produce his identity document at the request of the merchant,
- 7/ if the Bank has no current User data as a result of Customer's failure to report changes in identification data.

### CHAPTER VI

#### PIN

#### § 27

The PIN shall be printed in a special envelope intended exclusively for the User and must not be disclosed to third parties. The PIN shall be generated in compliance with the standards precluding its disclosure or replication.

#### § 28

1. The PIN for a card shall be sent to the User's mailing address specified in the application.
2. In the event of finding any damage to the PIN mailer the user shall:
  - 1/ immediately inform the Bank in order to have the card disabled and a new card issued, together with a new PIN,
  - 2/ destroy the card in a manner preventing further use of the card or reading of the data contained therein.
3. In the course of card use, the User may request the Bank to change the PIN in the manner specified in the card description on the mBank Group Internet Portal under the address: [www.mbank.pl/msp-korporacje/karty](http://www.mbank.pl/msp-korporacje/karty).

#### § 29

1. If a suspicion arises that an unauthorized person knows the PIN, the User must immediately notify the Bank in order to have the card disabled and a new card issued, together with a new PIN.
2. In the event referred to in paragraph 1, the User is required to proceed according to § 28 paragraph 2.

#### § 30

The PIN for a renewed card and a duplicate card shall remain unchanged, subject to § 31.

### CHAPTER VII

#### Card Renewal

#### § 31

1. The Bank reserves the right to issue a card for a successive period of validity, with a new number, a new name or new functionality under the applicable Agreement, on the basis of the existing applications at the Bank, as referred to in § 10.
2. A card for a successive period of validity shall be prepared immediately, subject to paragraphs 3 and 4. A card issued for a successive period of validity shall be made available to the User for collection in accordance with § 14.
3. Upon forfeiture of the right to use a card due to the reasons described in § 64 the card shall not be renewed.
4. A card shall be automatically renewed subject to prior activation of the original card under the procedure referred to in § 16 paragraph 1.
5. The Bank may deny a card for a successive period of validity, without stating the reasons, of which the Bank shall notify the Customer in writing.

#### § 32

1. The old card shall no longer be used once the renewed card has been activated.
2. The Customer and the User are responsible for destroying the previous card referred to in paragraph. 1, in accordance with § 28 paragraph 2.
3. The Customer shall be liable for the consequences of non-compliance with the obligation referred to in paragraph 2.

#### § 33

1. The Customer's surrender of a successive card for another period of validity shall be communicated to the Bank branch not later than 60 days before expiration of the existing card.

2. No communication from the Customer within the period specified in paragraph. 1 shall be tantamount to Customer's consent to card renewal for a successive period of validity, on the terms set forth in § 31.

## CHAPTER VIII

### Additional Services

#### § 34

1. The User may opt for additional services, including insurance packages linked to the card, provided by entities collaborating with the Bank. The information about the type of additional services and their terms shall be provided to the User together with the card.
2. The Bank may make the User right to opt for some of the additional services subject to the Customer making an appropriate statement of will.
3. The right to opt for some additional services may be conditional on the consent to the provision of User's personal data to entities collaborating with the Bank in such additional services. An entity collaborating with the Bank may use personal data solely in connection with the provision of such additional services.
4. The User opting for additional services agrees to comply with the regulations defining the terms of such additional services, issued by the entities collaborating with the Bank.
5. The Bank may launch new additional services, notifying the Customer of their type, scope and effective date by publishing announcements on the Bank's website.

#### § 35

1. The Bank shall not be liable for the quality or timeliness of any additional services provided by the entities referred to in § 34 and shall not mediate in the process of filing complaints or seeking claims for non-performance or improper performance of such services.
2. The Bank shall not be liable for any claims filed by the User against the entities referred to in § 34.

## CHAPTER IX

### Terms of Settlement

#### § 36

The Card shall be charged to the bank account on an ongoing basis.

#### § 37

1. The designated bank account to which the card is linked shall be charged with the amount of completed transactions and payable fees and commissions with the value date of the transaction completion time, after the Bank receives a billing report from the payment organization, however not later than 3 days after receipt of the report.
2. The Customer's bank account with the Bank shall be credited with a CDM cash deposit on the day of the deposit, subject to paragraph 3.
3. If a CDM cash deposit is made after the cut-off time referred to in paragraph 4 the Customer's bank account shall be credited on the following day with the value date of the deposit.
4. Detailed information on the cut-off time shall be notified to the Customer by being displayed at Bank offices or on the mBank Group Internet Portal under the address: [www.mbank.pl/aktualnosci/misp-korporacje](http://www.mbank.pl/aktualnosci/misp-korporacje).

#### § 38

1. Transactions shall be made in the currency of the country in which they are processed unless regulations of payment organizations allow transactions in a different currency.
2. If a merchant allows transactions to be made in a currency other than the currency of the country where the transaction is processed, the User agrees to the merchant's additional fee or exchange rate.

#### § 39

1. Card transactions shall be settled by the Bank against the zloty bank account indicated by the Customer in the application.
2. If the card billing currency is other than the zloty and the transaction was made in a foreign currency different than the card billing currency:
  - 1/ Visa International shall convert the transaction amount into the card billing currency at the Visa International exchange rate, applying the transaction conversion fee defined in the Tariff.
  - 2/ The Bank shall convert the amount referred to in item 1 from the card billing currency into the zloty, at the zloty selling rate from the mBank S.A. Exchange Rates for the moment of transaction settlement.
3. If the billing currency of the card is the zloty and the transaction was made in a foreign currency, Visa International shall convert such a transaction into the zloty at the Visa International exchange rate, applying the transaction conversion fee defined in the Tariff. The Bank shall charge the Customer with the transaction amount specified by Visa International, without making any additional currency conversions.
4. An order to change the bank account linked to the card shall involve the need to disable the card used so far and to issue a new card on the basis of a new application of the Customer.

#### § 40

The Customer shall be required to ensure that the bank account to which the card is linked has sufficient funds to repay liabilities resulting from the transaction to be settled, on the transaction completion day.

#### § 41

1. The Customer authorizes the Bank to charge the following amounts to the Customer's bank account designated for settlements, regardless of the bank account balance:
  - 1/ transaction amounts according to the transaction report, regardless of the transaction date or their related fees,
  - 2/ fees for card issuance and use, as well as for additional services referred to in § 34.
2. In the event of an unauthorized overdraft on the bank account, the provisions of the bank account agreement concerning unauthorized overdraft shall apply.

#### § 42

1. The bank account statement with a summary of card transactions for the bank account to which the card is linked shall constitute confirmation of transactions settlement by the Bank and of the card fee charged to the bank account.
2. The provisions on the bank account statement referred to in paragraph. 1, set forth in the "Regulations on opening, holding and closing an integrated bank account at mBank S.A." or the "Regulations on opening, holding and closing bank accounts at mBank S.A." and the bank account agreement, shall apply directly.

## CHAPTER X

### Fees and Commissions

#### § 43

1. In exchange for implementation of the Agreement with the Customer, the Bank shall charge the Customer with fees and commissions for the operations associated with card issuance and card services, in the amounts defined in Section I of the Tariff – Bank account maintenance and services, which forms an integral part of the Agreement.
2. The type and amount of fees and commissions are subject to change. The terms of changing the type or amount of fees and commissions depend in particular on the level of transaction processing costs incurred by the Bank, including the market parameters affecting that level, such as the inflation rate, exchange rates.
3. A merchant may charge a transaction fee for one's own benefit, of which the merchant is required to notify the User before the transaction. The fee shall be in addition to the fees and commissions charged under these Terms and Conditions and the Bank shall not be liable for improper charging of a transaction fee by the merchant.

#### § 44

1. The new text of the Tariff or the notification setting forth changes in fees and commissions, along with their effective date, shall be made available by the Bank to the Customer in the manner and under the procedures stipulated for changes in fees and commissions in the "Regulations on opening, holding and closing an integrated bank account at mBank S.A." or the "Regulations on opening, holding and closing bank accounts at mBank S.A.", depending on the type of the bank account agreement signed by the Customer with the Bank.
2. In the event referred to in paragraph 1, provisions of the "Regulations on opening, holding and closing an integrated bank account at mBank S.A." or the "Regulations on opening, holding and closing bank accounts at mBank S.A." concerning bank account agreement termination in the event of changes in fees and commissions shall apply accordingly.
3. The current rates contained in the Tariff and the information about changes in rates shall be communicated to the Customer on the mBank Group Internet Portal or made available at Bank branches.

#### § 45

1. The card issuance fee shall be charged by the Bank each time the Bank orders a card for the Customer.
2. The card use fee shall be charged by the Bank at the beginning of each month or successive 12 months of card validity, depending on the frequency of charging the fee.
3. The cash withdrawal fee shall be charged at the time of cash withdrawal in the manner applicable to transactions settlements.

## CHAPTER XI

### Obligations of the Customer and the User

#### § 46

1. The User shall:
  - 1/ comply with the Terms and Conditions, generally applicable laws and local rules regarding the use of ATMs,
  - 2/ store the card and protect the PIN with due care,
  - 3/ secure the card against loss, theft and damage,
  - 4/ not to store the card together with the PIN,
  - 5/ take other measures necessary to prevent a breach of card-specific security, in particular not to make the card or the PIN available to unauthorized parties,
  - 6/ immediately have the card disabled in the situations referred to in § 55,
  - 7/ use the card in accordance with its intended purpose,
  - 8/ use the card only during its validity,
  - 9/ keep transaction evidence and other transaction-related documents and make them available to the Bank as evidence supporting complaints, if any,
  - 10/ report any inconsistencies in the transactions summary according to § 50,
  - 11/ not to disclose the card number, expiration date or CVV2 to third parties for purposes other than performance of transactions or disabling of the card,
  - 12/ cancel all reservations made with the card before termination / expiration of the Agreement,
  - 13/ revoke (in the event of card cancellation, lock or disabling, Agreement termination / expiration) the consent granted to the merchant to initiate recurring transactions (such as payment for subscriptions, membership fees) made on the basis of card details provided by the User before Agreement termination / expiration.
2. Provisions of paragraph 1 shall apply accordingly to the Customer.

#### § 47

1. Each payment referred to in § 21 shall be confirmed by an appropriate transaction receipt issued by the outlet accepting card payment.
2. The User shall be responsible for verifying the transaction amount prior to its authorization.

#### § 48

The Customer or the User shall not use the card contrary to law, in particular to purchase goods or services whose sale or provision is prohibited under the laws in force in the Republic of Poland or in the country where the card is used.

#### § 49

The Customer shall immediately notify the Bank in writing of any changes in the data contained in the application.

## CHAPTER XII

### Complaints

#### § 50

1. The Customer and the User shall verify bank statements to check the accuracy of charges due to transactions, fees and commissions associated with the cards.
2. The Customer shall report to the Bank any inconsistency in the transactions summary, arising from a credit or a debit to the bank account designated for card settlements, concerning in particular:
  - 1/ a disputed transaction recognized in the transactions summary,
  - 2/ an error or other irregularities in the settlements associated with the use of the card.
3. The notification referred to in paragraph 2 must be made by the Customer within 14 days after bank statement receipt or availability for download, in accordance with the bank account agreement. The Customer is considered to have received the summary within 10 days after it was issued by the Bank or made available for download, in accordance with the bank account agreement.
4. A transaction complaint shall be filed at a branch in writing (in the appropriate bank form) and contain the User's signature consistent with the card signature.
5. Complaints filed after the time limit referred to in paragraph 3 shall not be considered.



### § 51

1. The Bank may ask the User whose card was used to make the disputed transaction to immediately provide any documents supporting the complaint, in particular:
  - 1/ the terminal printout evidencing transaction cancellation if the transaction was canceled,
  - 2/ the code or transaction cancellation number if the Internet or telephone transaction was canceled,
  - 3/ the terminal printout evidencing payment if the transaction failed and the Customer paid for the transaction by other means,
  - 4/ the terminal printout evidencing transaction failure if the transaction failed,
  - 5/ the document evidencing return of the goods or service cancellation if goods were returned or the service was cancelled.
2. The User shall be required to retain the documents referred to in paragraph 1 for a period of 60 days from the date of the transaction concerned.
3. If non-receipt by the Bank of the documents referred to in paragraph 1 within the period specified in the Visa International regulations prevents the Bank from carrying out complaint procedures in accordance with the regulations of that payment organization, such failure to provide the documents on time shall be considered by the Bank as transaction confirmation by the User.
4. In the case of a complaint about a transaction which, according to the User, has never been performed by the User, the Bank may ask the User to provide a document evidencing a report made to the Police about a card transaction performed by an unauthorized person and to have the card disabled. A refusal or failure to provide the above mentioned document and failure to disable the card within the time indicated by the Bank but not longer than 10 calendar days from the date of the Bank's request shall be considered by the Bank as confirmation of the disputed transaction being performed by the User.

### § 52

1. Initiating the complaint procedures the Bank may, in justifiable situations, if the User complies with the obligations set forth in these Terms and Conditions, conditionally credit the Customer's account with the disputed transaction amount.
2. The Bank shall notify the User of the date and method of complaint consideration upon initiation of the complaint procedures. The Bank agrees to: consider a transaction complaint within 14 days from the date of the Bank's receipt of the document referred to in § 50 paragraph 4 and if the complaint refers to information on transactions executed with the participation of a merchant or a payment organization, by not later than 5 business days from the date of receiving a reply from the merchant or the payment organization.
3. Complaints shall be considered by the Bank in accordance with standardized procedures of Visa International, which are the same for all the banks-members of that payment organization.

### § 53

1. The Bank shall notify the Customer in writing about the outcome of the complaint procedures.
2. In the case the Customer's bank account is credited conditionally with the disputed transaction amount, as referred to in § 52 paragraph 1, if as a result of complaint procedures the Bank does not recover the disputed amount the Bank shall charge it to the Customer's bank account as at the date of the conditional credit.

### § 54

The Bank shall request a copy of the transaction receipt at the Customer's request, following the complaint rules and dates accordingly.

## CHAPTER XIII

### Disabling the Card

### § 55

1. The User shall be required to immediately have the card disabled upon discovering:
  - 1/ card damage,
  - 2/ card loss,
  - 3/ card theft,
  - 4/ disclose of card details or PIN to an unauthorized person,
  - 5/ unauthorized card use,
  - 6/ card appropriation,
  - 7/ unauthorized access to the card.
2. The card shall be disabled as referred to in paragraph 1 by the User, via telephone to the 24-hour Call Center.
3. For purposes of identification by an employee of the 24-hour Call Center the User shall be required to answer the questions asked.
4. If the Customer finds the situations referred to in paragraph 1 the Customer shall be required to report them immediately to the Bank via the Internet banking system of the Bank or at the Bank branch in order to have the card disabled.

### § 56

1. The person receiving the report shall, during the telephone conversations referred to in § 55, confirm receipt of the report on card loss or damage, and state the date and exact time of receiving the report.
2. The Bank has the right to record and archive telephone conversations about disabling the card, as referred to in § 55 paragraph 1 in the manner defined by the Bank in order to document the exact date and time of the report.
3. At the request of the Customer or the User, the Bank may issue a written confirmation of disabling the card.

### § 57

1. The card shall remain disabled until its expiration date.
2. The disabling of a card shall be irrevocable.
3. If the disabled card is recovered it cannot be used again.
4. If the disabled card is recovered the User or the Customer shall destroy the card in accordance with § 28 paragraph 2.

### § 58

In place of the disabled card the Bank shall automatically issue a new card with a new number, expiration date and a new PIN.

## CHAPTER XIV

### Liability for Use of the Card

### § 59

1. The Customer shall be fully liable for:
  - 1/ transactions authorized by the User in accordance with these Terms and Conditions,
  - 2/ the consequences of card use by the User, in particular in the event:

- a/ the card is used contrary to the Terms and Conditions, generally applicable laws or local rules regarding the use of ATMs,
  - b/ the card is not immediately disabled at the Bank in accordance with these Terms and Conditions,
  - c/ transactions are performed by unauthorized persons to whom the User or the Customer made the card or the PIN available,
  - d/ transactions are effected remotely, i.e. without physical presentation of the card.
2. The Customer shall be liable for the recurring transactions referred to in § 22 paragraph 2 if despite the card being disabled/surrendered the consent to transactions initiation by the merchant has not been revoked.
  3. In the event where the Agreement is signed with more than one Customer all the Customers shall be jointly and severally liable to the Bank.

#### § 60

1. The Customer shall be liable for any unauthorized transactions made with the card until it was reported lost according to §§ 55–56 up to a Polish zloty equivalent of EUR 150, established with the use of the average exchange rate published by the NBP, applicable on the day of the transaction, if the transaction resulted from:
  - 1/ the use of a lost or stolen card,
  - 2/ card appropriation or unauthorized use as a result of User's breach of the obligation to take necessary precautions to prevent a breach of card-specific security, in particular to store the card with due care and not to make it available to unauthorized persons.
2. The amount limit defined in paragraph 1 does not apply to transactions not authorized by the Customer if the Customer or the User caused them deliberately or through willful or negligent violation of the obligations set forth in these Terms and Conditions.

#### § 61

The Customer shall be responsible for the transactions unauthorized by the User, made with the card after the report referred to in §§ 55–56 was made if the Customer or the User caused them deliberately.

### CHAPTER XV

#### Card Surrender

#### § 62

1. The Customer may surrender the card during its validity subject to filing a written notice of surrender.
2. If a card is surrendered after the time limit defined in § 33 paragraph 2 the annual fee for the card shall not be refundable.
3. The Bank shall disable the card on the day of receipt of the written notice of surrender. The provisions of § 28 paragraph 2 item 2 shall apply accordingly.
4. In the case of recurring non-cash transactions referred to in § 22 paragraph 2 the User / Customer shall be required to revoke the consent to such transactions from the merchant within 30 days before the date of surrendering the card.
5. The Customer shall be liable for the card transactions performed in consequence of non-compliance with the obligation referred to in paragraph 4.

### CHAPTER XVI

#### Forfeiture of the Right to Use the Card

#### § 63

The card is the property of the Bank. The Customer and the User are required to handle the card according to the principles set out in these Terms and Conditions.

#### § 64

The Bank may take away the User's right to use the card, in particular in the following circumstances:

- 1/ if the Customer or the User does not comply with provisions of the Agreement or the Terms and Conditions,
- 2/ if the Customer defaults on other agreements with the Bank, including:
  - a/ if an unauthorized overdraft arises on the Customer's account,
  - b/ if the Customer defaults on agreements involving credit risk,
- 3/ if receivables on the Customer's bank account are seized by an authorized institution,
- 4/ if there is a change in the Customer's legal status,
- 5/ if any of the Customers files a petition in bankruptcy or suffers liquidation, recovery or execution proceedings initiated against it or its solvency is at risk,
- 6/ if the Customer's financial condition and his ability to meet obligations under the Agreement with the Bank are assessed negatively,
- 7/ if an event occurs which could be viewed by the Bank as likely to have an adverse impact on the Customer's financial condition and his ability to meet obligations under the Agreement with the Bank, or his performance.

#### § 65

The User shall forfeit the right to use the card in the following circumstances:

- 1/ upon termination of the bank account agreement by either party,
- 2/ upon termination of the bank account agreement with the Customer due to the lapse of the time for which it was made,
- 3/ upon card expiration,
- 4/ upon death of the User,
- 5/ at the Customer's request,
- 6/ upon card withdrawal from the Bank's product offering.

#### § 66

Upon forfeiture of the right to use a card the Bank shall disable the card, provided that in the event of the User's death the Bank shall disable the card on the day of receiving information to that effect. The Customer shall destroy the card immediately in accordance with § 28 paragraph 2 item 2. The Customer shall be liable for the consequences of non-compliance with that obligation.

#### § 67

1. In the cases referred to in § 64, the Bank shall immediately notify the Customer by telephone, and then in writing, about the User's forfeiture of the right to use the card and about the obligation to destroy the card in accordance with § 28 paragraph 2 item 2 and about Customer's liability for User's failure to comply with that obligation.
2. In the cases referred to in § 65 items 1-5, the forfeiture of the right to use the card shall occur automatically as of the day of the occurrence of one of the stated causes.
3. In the case referred to in § 65 item 6, the forfeiture of the right to use the card shall take place on the date indicated by the Bank.
4. Simultaneously with the notification referred to in paragraph 1 the Bank may terminate the Agreement. The procedure for Agreement termination shall be defined in § 69.

## CHAPTER XVII

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

#### § 68

1. These Terms and Conditions may be amended during the term of the Agreement.
2. The amendments referred to in paragraph 1 to these Terms and Conditions shall be delivered to the Customer through their publication on the mBank Group Internet Portal under the address: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje), setting out the text of the amended Terms and Conditions. Published together with the text of the amended Terms and Conditions shall be a notification about the date of publication and the effective date of the amendments to these Terms and Conditions. The day of delivery of the amendments to these Terms and Conditions to the Customer is considered to be the eighth day from the date of publication of the amendments to these Terms and Conditions on the mBank Group Internet Portal under the address: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje).
3. The Customer's refusal to accept the new provisions of the Agreement resulting from the amendments to the Terms and Conditions should be submitted in writing within 14 days after delivery of the amended Terms and Conditions and shall constitute termination of the Agreement. In that situation, the provisions of § 69 shall apply accordingly.
4. Upon Customer's refusal to accept amendments to these Terms and Conditions the Customer should return any issued cards to the Bank
5. The Bank shall immediately disable the card upon receipt of the refusal referred to in paragraph 4.
6. The Bank shall treat the absence of a statement of will on acceptance of the new terms of the Agreement within 14 days after their delivery as equal to Customer's acceptance of the new Terms and Conditions as of the effective date of the amendments.
7. The Customer agrees to the Bank to check out at least weekly any notices to Customers published on the mBank Group Internet Portal under the address: [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje).

#### § 69

1. Either party may terminate the Agreement with a one month's notice.
2. The notice of Agreement termination by either party shall be served in writing and signed by the persons authorized to make statements of will with regard to property rights and obligations of the parties.
3. In the event where the Agreement is entered into with more than one Customer, the notice should be signed by all the Customers. One of the Customers may serve a notice of termination solely under a power of attorney granted by the other Customers.
4. In the event of Agreement termination by the Bank, the Customer shall be advised of the reason of termination.
5. A notice of termination shall be served to the other party to the Agreement by registered mail with a return receipt or delivered in person against receipt.
6. The term of the notice shall begin on the day the notice is served to either party.
7. As of the day of the notice of Agreement termination by either party the Bank shall have the right to disable the card.

#### § 70

The Bank may terminate the Agreement upon the occurrence of any of the following material causes:

- 1/ the card is used in a manner exposing the Bank to financial losses,
- 2/ the User or the Customer commits a gross violation of the Agreement or these Terms and Conditions,
- 3/ the Customer defaults under other agreements with the Bank,
- 4/ the Customer's bank account is seized by an authorized body,
- 5/ either party serves notice of termination of the bank account agreement,
- 6/ the Customer's legal status changes,
- 7/ any of the Customers files a petition in bankruptcy or suffers liquidation, recovery or execution proceedings initiated against it or its solvency is at risk,
- 8/ the Customer's financial condition and its ability to meet obligations under the Agreement with the Bank are assessed negatively,
- 9/ an event occurs, which could be viewed by the Bank as likely to have an adverse impact on the Customer's financial condition and its ability to meet obligations under the Agreement with the Bank, or its performance,
- 10/ the card is withdrawn from the Bank's product offering, provided that the Customer does use other cards,
- 11/ card issuance operations become restricted.

#### § 71

1. If the Customer terminates the Agreement, the card should be returned to the Bank.
2. The Bank shall disable the card on the day of receipt of the notice of termination of the Agreement.

#### § 72

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

#### § 73

In the event of Agreement termination, the Customer shall meet all its liabilities to the Bank resulting from the use of cards issued under the Agreement.

## CHAPTER XVIII

### Final Provisions

#### § 74

Under a separate agreement for Internet banking with the Bank and upon fulfillment of the other conditions, as may be applicable, the Bank shall allow an authorized representative of the Customer to manage the cards issued to the Customer via that system.

#### § 75

1. In order to protect the interests of the Customer and the User as well as legitimate interests of the Bank, the Bank shall have the right to contact the Customer or the User by telephone without an advance notice.
2. The Bank may lock or disable a card for justifiable reasons related to:
  - 1/ card security,
  - 2/ a suspicion of an unauthorized card use or any intentionally caused transactions not authorized by the User in the manner referred to in § 22.
3. The Bank shall advise the User of its intention to lock or disable the card unless it is impossible to contact the User or if provision of the information about card locking or disabling would be ill-advised due to security reasons or prohibited under relevant laws.
4. Upon discontinuation of the causes referred to in paragraph 2, the Bank shall unlock the card or, at the Customer's request, issue a new one in place of the disabled card.

5. If the card is disabled by the Bank for the reasons referred to in paragraph 2:
  - 1/ the User or the Customer shall destroy the card in accordance with § 28 paragraph 2 item 2. The Customer shall be liable for the consequences of non-compliance with that obligation,
  - 2/ The Bank may not issue any more cards to the Customer.

#### § 76

In matters not regulated by the Agreement or these Terms and Conditions, the following shall be applicable:

- 1/ provisions of the integrated bank account agreement or the bank account agreement, depending on the type of the bank account agreement signed between the Customer and the Bank,
- 2/ provisions of the "Regulations on opening, holding and closing an integrated bank account at mBank S.A." or the "Regulations on opening, holding and closing bank accounts at mBank S.A.", depending on the type of the bank account agreement signed by the Customer with the Bank, and
- 3/ relevant provisions of law, in particular the Civil Code, the Act on Payment Services of 19 August 2011 (Journal of Laws of 2011, No. 199, item 1175, as amended).

#### § 77

1. Any notices in writing between the Bank and the Customer under this Agreement, except as otherwise provided in the Agreement or these Terms and Conditions, shall be deemed served:
  - 1/ on the date of receipt by the Customer or
  - 2/ on the date of the first advice of registered mail sent to the Customer's address last known to the Bank.
2. The Bank shall not be liable for the consequences of any actions taken by the forwarder of bank communications (e.g. the post office).

#### § 78

The Bank shall not be liable for the consequences of any circumstances independent of the Bank, including in particular:

- 1/ the card not being honored by merchants or the application of transaction limits by merchants,
- 2/ a transaction being denied by a merchant or another authorized institution,
- 3/ the Bank's denial of a card transaction in response to an authorization request,
- 4/ the transaction not being possible due to authorization limits imposed by the Customer,
- 5/ Bank's inability to meet its obligations due to events beyond its control, including in particular acts of force majeure or orders of government or administrative bodies,
- 6/ Bank's refusal to meet its obligations being due to generally applicable provisions of law authorizing the Bank to do so,
- 7/ failure of the authorization and billing system,
- 8/ failure or malfunction of the device which accepts cards and records transactions.

#### § 79

1. A merchant and an ATM may deny a transaction.
2. A merchant or an ATM card may retain the card due to:
  - 1/ the use of a wrong PIN,
  - 2/ card being disabled,
  - 3/ card invalidity,
  - 4/ an instruction to retain the card,
  - 5/ inconsistency of the signature in the card with the signature in the charge slip,
  - 6/ unauthorized person's use of the card.
3. If the card is retained by a merchant or an ATM, the User should immediately contact the Bank to determine the further course of action.

#### § 80

1. mBank S.A., with its registered office in Warsaw at ul. Senatorska 18, as the personal data controller, within the meaning of the Act of 29 August 1997 on Personal Data Protection, hereby declares that the personal details of the Customer and his representatives and the Users of cards shall be processed in the banking personal data filing system to the extent and for the purpose required to issue and operate the subject card.
2. The Bank notifies that:
  - 1/ pursuant to Article 105 of the Banking Law it may provide information relating to any Users of cards and conducted transactions to law enforcement authorities or the payment organization whose logo is placed on the card in the case of a suspicion that an offence has been committed to the detriment of the Customer or the Bank;
  - 2/ in order to exercise and fulfil the statutory rights and obligations of the Bank connected with performance of banking activities – the Customer's personal data may be delivered to the "System Bankowy Rejestr" (Banking Register System) – a database the personal data controller of which, within the meaning of the Personal Data Protection Act, is the Polish Bank Association, having its registered office in Warsaw, which database has been established and operates under sections 4, 4a and 4d of Article 105 and Article 105a of the Banking Law, as well as to other institutions that are empowered by law to grant credits, in the cases, to the extent and for the purposes specified in the Banking Law, and to business information bureaux operating under the Business Information Access and Business Data Exchange Act, to the extent and on the terms and conditions specified in that Act,
  - 3/ the persons representing the Customer and the Users shall be entitled to:
    - a/ access and correct their data;
    - b/ object to the processing of their own data for promotional and marketing purposes relating to the promotion of the Bank's own products and services.
3. The rights of persons referred to in paragraph 2 item 3 shall be exercised by the Bank through the Customer.

#### § 81

Any disputes arising from implementation of this Agreement, which cannot be resolved through negotiation between the parties to the Agreement, shall be resolved by the common court having jurisdiction over the Bank's registered office.

#### § 82

The following provisions shall not apply to any payments services provided under the Agreement: Chapter II of the Payment Services Act and Articles 34 to 37, sections 3 and 4 of Article 40, Article 45, Article 47, Article 48, Article 51, and Articles 144 to 146 of the Payment Services Act or, if allowed, any other legal provisions amending or modifying the above provisions.