

Regulations on Corporate Payment Cards of mBank S.A.

Warsaw, October 2016



Table of contents:

Chapter I. General Provisions	3
Chapter II. Application for a Card.....	4
Chapter III. Approval of the Application	4
Chapter IV. Conclusion of the Agreement.....	4
Chapter V. Issuance and Activation of the Card	5
Chapter VI. Using the Card.....	5
Chapter VII. PIN.....	7
Chapter VIII. Card spending limit and authorisation limits	7
Chapter IX. Card duplicate.....	7
Chapter X. Card renewal	8
Chapter XI. Additional Services	8
Chapter XII. Principles of settlements.....	8
Chapter XIII. Fees and commissions.....	9
Chapter XIV. Obligations of the Customer and the User.....	10
Chapter XV. Statements of transactions.....	10
Chapter XVI. Complaints	10
Chapter XVII. Card freeze	11
Chapter XVIII. Liability for using the card	12
Chapter XIX. Cancelling the card	12
Chapter XX. Loss of the right to use the card	12
Chapter XXI. Amendments to the Regulations and termination of the Agreement	13
Chapter XXII. Final Provisions.....	14

Chapter I. General Provisions

§ 1

These Regulations set forth the principles of:

- 1/ entering into the Agreement on Payment Cards for a Corporate Customer, hereinafter referred to as the "Agreement" between mBank S.A. and the Customer,
- 2/ issuing and using corporate payment cards issued under the Agreement,
- 3/ settling transactions concluded with the use of corporate payment cards.

§ 2

The terms and abbreviations used in these Regulations 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, card freeze, checking the granted card spending limit and the current amount of available spending limit, as well as checking the history of the latest transactions executed using the card,
- 2/ 3-D Secure code – one-time code transmitted in the form of an SMS sent by the Bank to the phone number of the card User registered in the Bank, for the purpose of verifying the User's identify and additional transaction authorisation using the 3-D Secure security standard,
- 3/ 3-D Secure security standard – ("MasterCard SecureCode" for MasterCard cards or "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 will not be able to offer the 3-D Secure security standards to those Users who do not have a mobile phone number in the Bank's system,
- 4/ Agreement – Agreement on Payment Cards for a Corporate Customer,
- 5/ application – application for a card for a corporate Customer,
- 6/ ATM – a machine operating on-line, making it possible for the User to withdraw cash or, additionally, to execute other transactions
- 7/ authorisation – expressing consent by the Card User for the execution of the transaction in a manner described in these Regulations,
- 8/ authorisation limit – the quantity, value, daily and monthly limit, up to which the Bank gives authorises the execution of a transaction using a card, as a response to the authorisation request; the authorisation limit may concern, in particular, the selected types of transactions executed with the use of a card,
- 9/ balance of available funds – amount of funds available within the monthly spending limit on the card, up to which the Bank authorises the execution of transactions using a card, as a response to the authorisation request received by the Bank,
- 10/ Bank – mBank S.A.,
- 11/ bank account – Integrated Bank Account (current and auxiliary) of the Customer or a current or auxiliary account of the Customer held by the Bank,
- 12/ branch – an organisational unit of the Bank which keeps the Customer's bank account
- 13/ card – one of the corporate payment cards, i.e. Visa Business payWave, MasterCard Corporate PayPass, Visa Business Gold payWave, MasterCard Corporate Gold PayPass or Visa Business Platinum payWave,
- 14/ card blocking – temporary blocking the possibility of executing transactions by the Bank, causing a blockage of the available card spending limit,
- 15/ card freeze – 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.
- 16/ card spending limit – amount agreed with the Customer in writing, up to which the User may execute transactions using a card within a calendar month,
- 17/ complaint – questioning by the Customer / card 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,
- 18/ Customer (corporate) – entrepreneurs, legal persons and organisational units without legal personality but with legal capacity that have signed a Bank Account Agreement with the Bank,
- 19/ CVC2/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 and MasterCard International, as appropriate,
- 20/ electronic banking system – mBank S.A Internet Customer Service System mBank CompanyNet, including the module for handling and management of the card portfolio,
- 21/ identification code – confidential: number, password or other designation of the card User which may be required from the card User for the execution of card transactions, particularly the CVV2/CVC2 code, 3-D Secure code and PIN,
- 22/ MasterCard Corporate Gold PayPass payment card – each MasterCard Corporate PayPass card issued to the Customer,
- 23/ MasterCard Corporate PayPass payment card – each MasterCard Corporate PayPass card issued to the Customer,
- 24/ MasterCard International – international organisation associating financial institutions, as part of which the Bank issues cards under the licence held,
- 25/ merchant – entrepreneur who accepts payments for offered products or services in a cashless form, using the cards,
- 26/ payment organisation – international organisation associating financial institutions, as part of which the Bank issues cards under the licence held, Visa International or MasterCard International, as appropriate.
- 27/ PIN – Personal Identification Number – a confidential number which, combined with data stored in the card, serves for electronic identification of the card User,
- 28/ PIN mailer – mail with the PIN allocated to the User,
- 29/ POS terminal – electronic payment terminal enabling card Users to execute transactions, including POS terminals equipped with a contactless reader, enabling contactless transactions by approximating the card,
- 30/ prestige card – each Visa Business Gold payWave, Visa Business Platinum payWave or MasterCard Corporate Gold PayPass card issued to the Customer,
- 31/ proximity transaction – payment made using the POS terminal enabling its execution by approximating the card to the contactless card reader,
- 32/ Regulations – these Regulations on Corporate Payment Cards of mBank S.A.
- 33/ remote transaction – the execution of payment without having to physically produce the card (via the telephone, the Internet or mail),
- 34/ settlement currency of the card – 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 on the Bank's website,
- 35/ settlement cycle – a recurrent, particularly 30- or 31-day period, from the fixed date of a given month to the fixed date of the following month, On the day following the end of the settlement cycle, the transactions executed with the use of a charge card and the commissions due to the Bank are settled,
- 36/ Tariff – Tariff of banking fees and commissions of mBank for SMEs and Corporates,
- 37/ transaction – cash withdrawal or payment executed using the card,
- 38/ transaction evidence – document confirming a payment made using a card or the printout from the ATM machine confirming the execution of a transaction using a card,
- 39/ 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,

- 40/ Visa Business Gold payWave payment card – each Visa Business Gold payWave card issued to the Customer,
- 41/ Visa Business payWave payment card – each Visa Business payWave card issued to the Customer,
- 42/ Visa Business Platinum payWave payment card – each Visa Business Platinum payWave card issued to the Customer,
- 43/ Visa International – international organisation associating financial institutions, as part of which the Bank issues cards under the licence held,

Chapter II.

Application for a Card

§ 3

1. The Bank shall issue cards to the Customers against whom no liquidation, insolvency or restructuring proceedings have been instituted.
2. In order to issue a card, the Customer shall submit 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 Regulations for and on behalf of the Customer,
 - 3/ card spending limits and the card type,
 - 4/ the parameters constituting the basis for settlement of transactions executed using a card (particularly the bank account for settlements and the currency of transaction settlements).
4. When applying for a card, the Customer shall read the Regulations received from the Bank, accept their provisions and undertake to apply them.
5. The Customer undertakes to enable the User to become acquainted with the provisions of the Regulations.

§ 4

1. The application shall be signed by persons authorised to make statements of intent with respect to the Customer's proprietary rights and obligations.
2. The Customer shall attach to the application the valid:
 - 1/ F-01 report,
 - 2/ annual financial statements, after the audit thereof by a certified auditor, including an auditor's report, if the audit is required by the applicable laws, including additional information or explanations regarding financial standing as required by the Bank,
 - 3/ certificate of the lack of arrears in repayment of liabilities towards the tax office and the Social Insurance Institution.
3. The provisions of par. 2 shall not apply to Customers submitting an application for prestige cards who present the documents referred to in par. 2, upon the Bank's request.

Chapter III.

Approval of the Application

§ 5

1. The Bank shall consider the Customer's application, except for an application for prestige cards, within 9 working days from the date of receiving a properly completed application with appendices.
2. If the Bank receives the application for prestige cards expressing acceptance of the offer referred to in § 3 par. 2, the Bank shall follow the procedure specified in § 7.

§ 6

1. When considering the application referred to in § 5, par. 1, the Bank reserves the right to:
 - 1/ verify the information supplied by the Customer in the application,
 - 2/ change the requested card spending limits and the card type,
 - 3/ request the Customer to make a security deposit with the Bank as a condition for card issuance,
 - 4/ refuse to issue the card without giving reasons.
2. In the cases referred to in par. 1 items 2–3, the Bank shall request the Customer in writing to accept the proposed changes.
3. The acceptance or refusal to accept the proposed changes shall be notified in writing. The provisions of § 4 par. 1 shall apply accordingly.
4. The Customer's failure to accept the changes proposed by the Bank or the lack of the Customer's response within 14 days from the date of receiving the document referred to in par. 2 shall mean resignation from applying for the card.

§ 7

1. In the case when the application is approved or the Customer accepts the proposed changes, the Bank shall prepare and forward to the Customer for signature two counterparts of the Agreement (unless the Agreement was concluded earlier).
2. After performing the activities described in par. 1, the Bank shall prepare the card to be issued to the User.

Chapter IV.

Conclusion of the Agreement

§ 8

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

§ 9

The Agreement shall be concluded in writing for a definite term of 3 years.

§ 10

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 3 years. The Agreement may be extended multiple times.
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 proprietary rights and obligations of the Customer.
3. If the Agreement is concluded with more than one Customer, the statement referred to in par. 1 shall 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 par. 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.

§ 11

1. The Agreement shall be signed by the persons authorised to make statements of intent with respect to the Customer's proprietary rights and obligations.
2. In the case when the Bank issues the first card, the Customer is obliged to deliver to the branch two signed counterparts of the Agreement, one of which shall be delivered to the Customer upon signing.

§ 12

After signing the Agreement the Customer has the right to submit subsequent card applications. The number of cards is unlimited.

§ 13

1. The Customer may withdraw from the Agreement within 14 days of receipt of the first card, provided that no transactions have been executed using any of the issued cards. The provisions of § 10 par. 2–4 shall apply accordingly.
2. In the case of withdrawing from the Agreement, the Customer shall return the issued cards to the Bank. The Bank shall freeze the cards on the date of being notified of the Customer's withdrawal from the Agreement.
3. In the case of withdrawal from the Agreement within the time limit specified in par. 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 annual use of cards.

§ 14

The Customer undertakes to present to the Bank, during the term of the Agreement, 30 days prior to the beginning of each subsequent year of the Agreement's duration, the documents listed in § 4.

Chapter V. Issuance and Activation of the Card

§ 15

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

§ 16

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.

§ 17

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 obliged to report this fact to the Bank.

§ 18

1. The card delivered to the User pursuant to §15 is inactive and cannot be used for the execution of Transactions.
2. The card may be activated by:
 - 1/ the Customer – on the basis of the instruction submitted to the Bank's branch or via the on-line electronic banking system of the Bank,
 - 2/ the Card User:
 - a/ on the basis of the phone instruction submitted via the 24/7 Customer Service Centre at the phone number indicated on the card and on the Bank's websites, or
 - b/ at ATMs – provided that the User has received a PIN-mailer from the Bank.
3. The Card activation requirement shall apply to:
 - 1/ new cards, including cards issued instead of frozen cards,
 - 2/ card duplicates,
 - 3/ renewed cards.
4. In the case of a failure to activate a card, an inactivated card may be held at the attempt of executing a transaction.

§ 19

1. The signature placed by the User in the application constitutes a specimen for proofs of transaction, which must be confirmed by the User's own hand signature.
2. The User shall 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 par. 2 shall rest with the Customer.

Chapter VI. Using the Card

§ 20

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

§ 21

The card may be used until the last day of the month in which its expiry date placed on the card falls or until the time of its freezing, in accordance with Chapter XVII.

§ 22

The Card may be used domestically or abroad, at the places marked with the logo of the payment organisation placed on the card.

§ 23

1. The card may be used for the purposes of:
 - 1/ paying for goods and services at the merchants, including in the form of proximity transactions or at ATMs,
 - 2/ withdrawing cash from ATMs and branches of other banks that offer the service of cash withdrawal using a payment card, as well as in other authorised outlets including cash withdrawals during the execution of non-cash transactions (cashback),
 - 3/ paying for goods and services ordered or provided via postal services, the telephone, fax or the Internet.
 - 4/ checking the balance of available funds on the card within the monthly spending limit on the card, at the ATMs that offer this type of service,
 - 5/ other activities listed on the Bank's website.

2. Proximity transactions referred to in par. 1 item 1 may be executed under the following conditions:
 - 1/ the merchant 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 proximity transaction, defined by the payment organisation and published on the Bank's website for information purposes,
 - 3/ a proximity transactions exceeding the value limit referred to in point 2 shall be executed on the principles described in § 24 item 1 or 2.
3. 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 proof in accordance with the signature on the card.
4. In order to activate the proximity functionality of the card before the first proximity transaction, the execution of the transaction referred to in par. 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.
5. Cashback transactions referred to in par. 1 item 2 may be executed under the following conditions:
 - 1/ the merchant or another authorised outlet 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 on the Bank's website for information purposes.
6. Transactions referred to in par. 1 item 3 may be executed remotely at the merchants marked in accordance with § 22, by displaying the logo of the payment organisation which accepts the cards on the website or otherwise.
7. 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.

§ 24

1. The User shall authorise transactions by:
 - 1/ physical presentation of the card or entering the PIN code – at ATMs or at the merchants and in other authorised outlets equipped with POS terminals or marked in accordance with § 22,
 - 2/ physical presentation of the card and signing by the User of the relevant transaction proof according to the signature on the card – at some merchants equipped with POS terminals marked in accordance with § 22,
 - 3/ providing the card details – in the case of a remote transaction in the form of phone and on-line orders; provision of the card details is sufficient for executing a transaction,
 - 4/ providing card details and confirming the order by placing 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 card 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 proof – in the case of a proximity transaction exceeding the value limit for proximity transactions,
 - 7/ approximating the card to the proximity reader – in the case of a proximity transaction not exceeding the value limit for a proximity transaction, subject to item 4,
 - 8/ 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 Bank's website.
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 par. 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 obliged to present a document confirming the 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.

§ 25

1. Upon authorising the transaction by the User in accordance with § 24, it becomes final, provided that the User shall have the right to withdraw their consent for the execution of further transactions referred to in § 24 par. 2, in accordance with the rules adopted by the merchant.
2. The Bank shall not be held liable for recurring transactions referred to in § 24 par. 2, initiated by the merchant upon the withdrawal of a consent for their further execution.

§ 26

1. The transaction may cause a decrease in the balance of available spending limit on the card, by blocking the transaction amount within the spending limit on the card until the date of settlement of the transaction or the date of lifting the blockade, depending upon which of these two events occurs earlier, however for no longer than until the date of renewal of the spending limit on the card.
2. The blockade shall be lifted no later than within 14 calendar days from the date of blockade.
3. If the transaction is not settled within the duration of the blockade, the Bank reserves the right to debit the Customer's bank account with the transaction amount the Bank will receive for settlement after lifting the blockade, together with all the fees and commissions relating to the transaction at the time of its settlement, on the basis of the settlement report from the payment organisation.
4. Non-cash transaction with the use of a card may be executed without taking into account the funds available within the spending limit on the card.
5. The spending limit on the card shall be decreased not earlier than upon settlement of the transaction received in the settlement report from the payment organisation.

§ 27

1. The Bank shall refuse to give its consent for the execution of a card transaction in the case when:
 - 1/ the User provides incorrect card details during transaction authorisation,
 - 2/ the Agreement is terminated,
 - 3/ the account for which the Card has been issued is blocked for card transactions,
 - 4/ there is no available limit on the card, in the amount enabling transaction execution,
 - 5/ the 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 frozen 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.

§ 28

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 VII.

PIN

§ 29

1. The User shall define a PIN independently, in the process of card activation or after its activation, via the 24/7 Customer Service Centre, subject to par. 2.
2. Provided that such functionality exists, the Bank, upon the Customer's request, shall deliver a PIN mailer to the User; in such a case the provisions of par. 1 shall not apply.
3. 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 freeze the card and issue a new one with a new PIN, pursuant to § 68,
 - 2/ destroy the card, so as to prevent the use of the card or reading of data contained in the card.
4. The PIN is confidential and known only to the User.

§ 30

1. In the case referred to in § 29 par. 1, if the User does not define a PIN, they shall not be able to execute transactions that require a confirmation by giving a PIN, particularly to pay for goods and services and for cash withdrawal at ATMs.
2. During the use of the card the User may apply to the Bank for changing the PIN.
3. The PIN for a card duplicate and a renewed card shall not be subject to change, subject to § 38.

§ 31

in the case of suspicion that the PIN is known to an unauthorised person, the User is obliged to immediately proceed in accordance with § 29 par. 3.

Chapter VIII.

Card spending limit and authorisation limits

§ 32

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

§ 33

1. In order to protect the Customer's funds, the Bank shall set the amounts of authorisation limits (quantity and value) for each type of card.
2. The full list of standard authorisation card limits is available in the Internet electronic banking system and at the Bank's branches.
3. A change in the amounts of standard authorisation limits may be made on the Customer's request within the maximum values defined by the Bank – via the Internet electronic banking system or upon a written request of the Customer submitted to the Bank's branch (at the stage of applying for a card or during its use).

§ 34

1. The card spending limit is subject to the Bank's approval.
2. The amount of the requested card spending limit may be approved upon the condition of average monthly inflows to the Customer's bank account in the last quarter at the amount at least five times exceeding the sum of the requested spending limits on the cards.
3. The Customer shall be responsible for exceeding the card spending limit.
4. During the card use the Customer may apply in writing, on the appropriate bank form or via the Bank's Internet banking system, for:
 - 1/ a permanent increase or decrease in the monthly card spending limit,
 - 2/ temporary (emergency) increase in the card spending limit.

§ 35

1. In the case of a threat to timely repayment of due amounts, the Bank reserves the right to change, without the Customer's consent, the limits and restrictions concerning the amounts of executed transactions.
2. The Bank shall immediately notify the Customer of the situation described in par. 1 by phone, and then by a registered letter, return receipt requested.

Chapter IX.

Card duplicate

§ 36

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/ 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 par. 1 items 1–4, 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 par. 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 the same 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.

§ 37

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 §§ 18–19.
3. After activation of a card duplicate in accordance with the card Regulations the previous card may not be used. The Customer or the User is 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 X. Card renewal

§ 38

1. Subject to par. 3, a card shall be automatically issued for another term of validity; the card for the next term of validity shall be delivered to the existing address given by the User, registered in the banking system.
2. In the case of loss of the right to use the card for reasons described in §§ 78–80, the card shall not be renewed.
3. As a condition for automatic renewal of the card, the User shall be required to have activated the originally issued card. If the condition for issuing a Visa Business payWave or MasterCard Corporate PayPass card was the provision of a security deposit by the Customer, the issuance of the card for the subsequent term of validity depends upon the Bank's decision.
4. Before issuing a card for another term, the Bank may request the Customer to provide the documents referred to in § 4 par. 2.

§ 39

1. A User who has received a renewed card shall proceed in accordance with §§ 18–19 of the Regulations.
2. After activation of a renewed card the previous card may not be used. The Customer or the User is 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.

§ 40

In the case of not receiving the renewed card, the User / Customer shall contact the Bank.

§ 41

1. In the case of resignation from the issuance of a card for another term of validity, the Customer shall:
 - 1/ notify the Bank's branch in writing, at least 60 days before the expiry of the card, or
 - 2/ record the fact of resignation from issuing a card for another term of validity in the Internet electronic banking system of the Bank, within the deadline referred to in item 1.
2. A lack of notification from the Customer within the time limit specified in par. 1 item 1 or in the manner specified in par. 1 item 2 shall be tantamount to the Customer's consent for renewal of the card for another term of validity on the principles set forth in this chapter.

Chapter XI. Additional Services

§ 42

1. The User has the right to use additional services provided by the entities cooperating with the Bank, including:
 - 1/ insurance packages linked to the card,
 - 2/ membership cards entitling the User to use such services.
2. The User shall receive the information about the type of additional services and principles of their use together with the card.
3. The Bank may make the User's right to use certain additional services subject to the condition of making the relevant statement of intent.
4. 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.
5. When deciding to use additional services, the User undertakes to observe the regulations and rules of procedures concerning the use of such services, as issued by the entities cooperating with the Bank.
6. The Bank may introduce new additional services upon informing the Customer of the nature, scope and dates of their introduction.

§ 43

1. The Bank shall not be liable for the quality and timeliness of additional services rendered by the entities referred to in § 42 item 1 par. 1 and 2, and shall not act as an intermediary in the process of examining complaints or filing 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 § 42.

Chapter XII. Principles of settlements

§ 44

1. The Bank offers to Customers the following types of cards:
 - 1/ a debit card charged to the bank account of the Customer according to § 48,
 - 2/ a charge card settled with the Customer on a monthly basis.
2. The Customer shall specify in the application the type of card which is subject to the Bank's approval.

§ 45

1. Transactions shall be executed in the currency of the country in which they are implemented, unless the provisions of the payment organisation allow transactions in a different currency.
2. If the Merchant allows transactions in a currency different than the currency of the country where the transaction is executed, the User, when authorising the transaction, shall accept the application of additional fees or the exchange rates by the merchant.

§ 46

1. Transactions executed using a card are settled by the Bank in the bank account indicated by the Customer in the application. The Customer may indicate a different currency of the bank account for settlements of transactions executed in PLN and a different one for settlements of transactions executed in currencies other than PLN.
2. 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 at the amount fixed by the Bank (according to the Tariff).

3. MasterCard 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 MasterCard International.
4. The Bank shall convert the transactions referred to in par. 2–3 from the settlement currency of the card to the currency of the Customer's bank account at the sell rate of the settlement currency of the card from the Table of Exchange Rates of mBank S.A., applicable at the time of settlement of the transaction.
5. The type of settlement currency shall be specified by the Bank. It is communicated to Customers on the Bank's website.

§ 47

In the case of a debit card settled in the Customer's bank account, the designated bank account shall be debited with the amount of executed transactions and commissions due immediately after the Bank receives a settlement report from the payment organisation, but no later than 3 days after receipt of the said report.

§ 48

In the case of a charge card, the designated bank account of the Customer shall be debited with the amount of executed transactions and commissions due on the day following the last day of the settlement cycle (or the next working day of the Bank, if the day of debiting the account falls on a Saturday, Sunday or a public holiday). The Customer shall select the day of debiting the bank account in the application.

§ 49

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 § 43.

§ 50

1. During card use, the Customer may apply to the Bank in writing for a change of data concerning the method of settling the cards indicated in the application, particularly:
 - 1/ the type of card,
 - 2/ the end day of the charge card settlement cycle,
 - 3/ the bank accounts designated for card settlements,
 - 4/ the settlement currencies designated for card settlements.
2. The changes referred to in par. 1 may be made within the options available in the application.
3. The changes requested by the Customer mentioned in par. 1 shall not entail the necessity to replace a card.

Chapter XIII.

Fees and commissions

§ 51

1. For the performance of the Agreement concluded with the Customer, the Bank shall collect from the Customer fees and commissions at the amounts set in Chapter I – "Bank Accounts" of the Tariff that constitutes 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 Regulations, and the Bank shall not be held liable for inaccurate collection of the commission by a merchant.

§ 52

1. The new text of the Tariff of fees and commissions 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 accounts 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 contained in the Tariff as well as the information on revised rates shall be communicated to the Customer via the Bank's website or at the Bank's branches.

§ 53

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 annual use of a card shall be collected by the Bank at the beginning of each of the consecutive 12 months of the card validity period.

§ 54

1. The Bank shall debit from the Customer's bank account in PLN:
 - 1/ fees for issuing and using a card,
 - 2/ commissions for settling a card,
 - 3/ fees and commissions for using additional services.
2. The Customer may designate in the application a different account for the settlements referred to in par. 1.
3. If the Customers designates for collecting the fees and commissions referred to in par. 1 any account other than the one mentioned in par. 1, the Bank shall convert the due amounts of commissions and fees to the currency of the Customer's bank account designated by the Customer in the application for collection of fees and commissions, at the average exchange rate from the Table of Exchange Rates of mBank S.A. as at the time of debiting the Customer's account with due fees or commissions.
4. The commission on cash withdrawal shall be settled together with cash withdrawal, in the manner indicated for the settlement of transactions.
5. A charge commission shall be charged on all non-cash transactions, excluding the commissions due to the bank, in the manner indicated for the settlement of transactions.
6. The collected commissions and fees are non-returnable, except for the cases provided for by the legal regulations or specified in these Regulations.

Chapter XIV. Obligations of the Customer and the User

§ 55

1. The User is obliged to:
 - 1/ comply with the Regulations, 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 a breach of individual card security measures, in particular by not making the card or the PIN code available to unauthorised persons,
 - 6/ immediately freeze the card in the cases referred to in § 68,
 - 7/ use the cards according to their intended purpose,
 - 8/ use each card only during its validity period,
 - 9/ store the transaction proofs 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 § 63,
 - 11/ avoid the provision of the card number, expiry date and CVV2/CVC2 code 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 freezing the card, or termination/expiry of the Agreement) the consent given to the merchant for the initiation of recurring transactions, referred to in § 24 par. 2 prior to termination/expiry of the Agreement.
2. The provisions of par. 1 above shall also apply to the Customer.

§ 56

1. The User is obliged to each time check the amount of the transaction before its authorisation.
2. Each payment referred to in § 23 shall be confirmed by the relevant transaction proof.

§ 57

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.

§ 58

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

§ 59

The Customer and the User are obliged to observe these Regulations, and in particular to use a card in the manner and for the purposes complying with the provisions of the Regulations.

Chapter XV. Statements of transactions

§ 60

1. The Bank shall prepare for the Customer a monthly or bi-weekly statement of the User's transactions, in accordance with the instruction included in the application.
2. A statement of transactions shall be prepared for:
 - 1/ charge cards:
 - a/ once per a settlement cycle, i.e. on the 2nd, 16th or 25th day of the month, depending on the card settlement day specified by the Customer, or
 - b/ twice per a settlement cycle, i.e. on the 1st and 16th day of the month or on the 2nd and 16th day of the month, or the 11th and 25th day of the month, depending on the card settlement day specified by the Customer, or
 - 2/ for debit cards:
 - a/ once in a month, i.e. on each 1st day of the month or b/ twice a month, i.e. on each 1st and 16th day of the month.
3. If the day of preparation of the statement referred to in par. 2 falls on a statutory holiday, the Bank shall prepare the statement on the first working day for the Bank following the holiday.
4. During card use the Customer may submit to the Bank a written instruction to swap the variants of preparation of the statements referred to in par.1, within the options available in the application.

§ 61

1. For the Customer using the Internet electronic banking system of the Bank, the statement of transactions shall be made available for downloading via this system on the dates indicated in § 61. The Parties declare that they regard the statements made available for downloading in the manner defined in the preceding sentence as delivered.
2. For Customers not using the Internet electronic banking system, the hard copy of the statement shall be provided in the manner specified in the application, to the correspondence address of the Customer.
3. In the case of not receiving the statement of transactions within 10 days from the date referred to in § 61 par. 2 and 3, the Customer is obliged to report this fact to the Bank in writing, within 2 working days for the Bank, in order to receive a duplicate of the statement of transactions.

Chapter XVI. Complaints

§ 62

1. The Customer/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 par. 2 within 14 days from the receipt of the statement or making it available for downloading. 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.
4. A complaint regarding a transaction shall be filed with the branch in writing (on the appropriate bank form).

§ 63

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 form 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.
2. The User is obliged to keep the documents referred to in par. 1 for the period of 60 days from the date of the transaction, to which the document relates.
3. Non-receipt of the documents referred to in par. 1 by the Bank shall be considered by the Bank as a confirmation of the transaction by the User.
4. In the event of a complaint concerning a transaction which, according to the User, has not been executed by them, the Bank may request the User to provide a document confirming that the User has reported to the Police the fact of a transaction being executed using the card by an unauthorised person and to freeze the card. A refusal or failure to provide the aforesaid document, as well as a failure to freeze the card 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 a confirmation that the transaction subject to the complaint has been executed by the User.

§ 64

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 Regulations. 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 proofs 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.

§ 65

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 self-employed natural person or a partner in a civil-law partnership has the possibility to refer the case to the Financial Ombudsman.

§ 66

The Bank shall request a copy of the transaction proof upon the Customer's request, complying with the principles and deadlines for complaint handling, as appropriate.

Chapter XVII.

Card freeze

§ 67

1. The User is obliged to freeze 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/ unauthorised access to the card.
2. The card freeze referred to in section 1 shall be made by the User over the telephone, via the 24/7 Customer Service Centre.
3. The card User is obliged to respond to any questions asked by the employee of the 24/7 Customer Service Centre for the purposes of identification.
4. If the Customer discovers any other circumstances than those referred to in par. 1, the Customer shall report this fact immediately to the Bank via the Internet electronic banking system of the Bank or at the Bank's branch, in order to freeze the card.

§ 68

1. The employee receiving the notification referred to in § 67 par. 1 shall confirm the fact that the card has been frozen and confirm the date, hour and minute of notification receipt in the same form in which this notification was received.
2. The Bank shall be entitled to record and store telephone conversations regarding card freezes referred to in § 67 par. 1, in the manner defined by the Bank, in order to document the exact date, hour and minute when the notification was received.
3. Upon the request of the Customer or the User, the Bank may issue a written confirmation of a card freeze.

§ 69

The Card shall be frozen until the end of its term of validity.

§ 70

1. Upon the Customer's request, the Bank shall issue a new card with a new number to the User to replace the frozen card.
2. In the case of loss of the card and issuance of a new one in place of the frozen card, there is no necessity to conclude the Agreement again.
3. There is no possibility to issue a new card, if such a card has been withdrawn from the offer. The Bank shall inform the Customer / User about the impossibility to issue a new card upon submission of an order for a new one.

§ 71

1. The card freeze shall be irrevocable.
2. If the frozen card is recovered, it must not be used again.
3. If the frozen card is recovered, the User or Customer shall destroy the card pursuant to § 40 par. 2.

Chapter XVIII.

Liability for using the card

§ 72

1. The Customer shall be fully liable for:
 - 1/ transactions authorised by the User in accordance with these Regulations,
 - 2/ consequences of the card usage by the User, particularly in the case of:
 - a/ using the card in a manner inconsistent with the Regulations, the generally applicable provisions of law, and local rules regarding the use of ATMs,
 - b/ failure to immediately have the card frozen at the Bank, in accordance with these Regulations,
 - 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 not be held liable for recurring transactions referred to in § 24 par. 2, in the case when despite the card freeze/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.

§ 73

1. The Customer shall be liable for unauthorised transactions executed using the card until the reporting of its loss pursuant to §§ 68–69, 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 restriction referred to in par. 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 Regulations arising from wilful misconduct or gross negligence.

§ 74

The Customer shall be responsible for any transactions unauthorised by the User and executed using the card, upon the report referred to in § 73, if the Customer or the User deliberately caused the execution of the transactions.

Chapter XIX.

Cancelling the card

§ 75

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 § 42 par. 1, the annual fee for the card shall not be refundable.
3. The Bank shall cancel the card and the membership cards entitling the User to use additional services (if any) as from the date of receiving the written cancellation statement. The provisions of § 40 par. 2 shall apply accordingly.
4. In the case of non-cash recurrent transactions referred to in § 24 par. 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 card User shall destroy, in the manner referred to in § 40 par. 2, the membership cards entitling them to use additional services.
6. Liability for the consequences of failure to fulfil the obligations referred to in par. 4–5 and the transactions executed with the use of the card and membership cards shall rest with the Customer.

Chapter XX.

Loss of the right to use the card

§ 76

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 Regulations.

§ 77

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 Regulations;
- 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/ seizure of the Customer's liabilities 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,

§ 78

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 the 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.

§ 79

In the event of the loss of rights to use the card, the Bank shall cancel the card, provided that, in the event of death of the card User, the Bank shall cancel the Card on the day of becoming aware of this fact. The Customer shall return the card and membership cards (if any) without delay.

§ 80

1. In the cases described in § 78, the Bank shall immediately notify the Customer by telephone, and then in writing, of the loss by the User of the right to use the card and the obligation to destroy the card and membership cards entitling the User to use additional services (if any).
2. In the cases referred to in § 77 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 § 77 item 6, the loss of the right to use the card shall occur on the date indicated by the Bank.

§ 81

1. The Bank may at any time request the Customer to provide a cash security deposit towards the liabilities arising from the card use.
2. The security deposit shall be refunded to the Customer after 30 days from the date of return of the card to the Bank or the date of cancelling the card.

Chapter XXI.

Amendments to the Regulations and termination of the Agreement

§ 82

1. The Bank reserves the right to introduce amendments to the provisions of these Regulations in the case of occurrence of at least one following reasons:
 - 1/ amendments to the legal regulations applicable to the banking or financial sector or amendments to recommendations or good practices by supervisory institutions or institutions connected with the banking sector, affecting the mutual rights and obligations of the parties to the bank account agreement,
 - 2/ a change in the scope or manner of the provision of services to which these Regulations apply, by introducing new products, withdrawing or changing the properties of the existing products, as well as introducing or changing the trade name.
2. In the case of amendments to the Regulations, which apply to the services rendered to the Customer under the agreement concluded with them, the Bank shall send the text of amendments to the Customer, subject to par. 3.
3. The Customer shall be notified of any amendments to the Regulations and of their effective date via the electronic banking system and the Bank's website.
4. The date of delivery of amendments to the Regulations to the Customer shall be the eighth day after the publication of amendments to the Regulations on the Bank's website.
5. Amendments to the Regulations resulting from extension of the functionality of the existing products or the introduction of new services shall not cause the necessity to notify the Customer, unless it entails changes in the principles of provision of the products offered to the Customer under the concluded agreement.
6. If the Customer does not raise an objection in writing regarding the amendments to these Regulations before their proposed effective date, the amendments shall be deemed approved by the Customer.
7. Within 14 days from being notified of the amendments to the Regulations, the Customer is entitled to submit a declaration of termination of the Agreement.
8. The notice period shall be 14 days, counted from the date when the Bank receives the declaration of termination of the Agreement.
9. If the Customer does not terminate the Agreement within 14 days from being notified by the Bank of the amendments to the Regulations, it is assumed that the Customer has approved the amendments. In such an event, the amendments shall be effective as from the date of their entry into force.
10. The Customer undertakes towards the Bank to become familiar with the contents of the banking information made available within the online e-banking system, and in particular the information on amendments to the Regulations, at least once a week.

§ 83

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 Client 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.

§ 84

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 Regulations by the User or the Customer,
- 3/ the Customer's non-compliance with other agreements concluded with the Bank,
- 4/ seizure of the Customer's bank account by an authorised body,
- 5/ termination of the bank account agreement by either party,
- 6/ termination of the bank account agreement due to the expiry of its term,
- 7/ changes in the Customer's legal form,
- 8/ 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,
- 9/ negative assessment of the Customer's financial standing and their ability to meet their liabilities under the Agreement concluded with the Bank,
- 10/ 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,
- 11/ the card's withdrawal from the Bank's offer, unless the Customer uses another type of card,
- 12/ limitation of activity in the card issuing area,

13/ a failure any of the Users or the Customers to provide, upon the Bank's request and within the deadline set by the Bank, a mobile phone number for the purposes of the 3-D Secure security standard,

§ 85

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

§ 86

Termination of the Agreement, return of the Cards or expiry of the validity date of the Cards shall not release the Customer from the obligation to repay all the amounts due to the Bank under the transactions executed using such cards, together with all the fees, commissions and interest connected with the issuance and use of the Cards.

Chapter XXII. Final Provisions

§ 87

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.

§ 88

1. The Bank, in order to protect the interests of the Customer and the card User and in order to protect justified interests of the Bank, particularly in the case of a threat to timely repayment of liabilities arising from the use of the cards by the Customer, 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 § 24,
 - 3/ suspected risk of untimely repayment of liabilities resulting from the use of cards by the Customer.
3. The Bank shall inform the User of its intention to block the card or cancel it, unless such a contact with the User turns out to be impossible or the provision of information on blocking or cancelling 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 par. 2, the Bank shall unblock the card or issue a new one in lieu of the cancelled card at the request of the Customer.
5. In the case of cancelling the card by the Bank for reasons referred to in par. 2:
 - 1/ The User or the Customer shall be obliged to destroy the card in accordance with § 40 par. 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.

§ 89

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

- 1/ the integrated bank account agreement or the bank account agreement, and
- 2/ the "Regulations for opening, maintaining and closing the integrated bank accounts at mBank S.A." or of the "Regulations for 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 and the applicable legal regulations, particularly the provisions of the Civil Code and the Act of 19 August 2011 on payment services.

§ 90

Unless the Agreement or the Regulations 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.

§ 91

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

§ 92

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,
- 9/ interruptions in the operation of the authorisation and settlement system, which occurred as a result of uploading modifications improving the operation of the said system.

§ 93

1. A merchant or an ATM may withhold the card whenever:
 - 1/ the entered PIN code is incorrect,
 - 2/ the card has been frozen,
 - 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.
2. In the event of withholding the card by the Merchant or the ATM, the User shall immediately contact the Bank to determine further actions.

§ 94

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 cards in question.
2. The Bank announces that:
 - 1/ pursuant to Art. 105 of the Banking Law, it may provide information on card Users and their transactions to law enforcement authorities or the payment organisation indicated on the card in the case of suspected commitment of an offence to the detriment of the Customer or the Bank;
 - 2/ the persons representing the Customer as well as Card Users shall have the right to:
 - a/ access and rectify their own data,
 - b/ 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 referred to in par. 2 item 2 shall be exercised by the Bank through the Customer.

§ 95

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 par. 3–4, 45, 47, 48 and 51, and 144–146 of the Act of 19 August 2011 on payment services shall not apply, and, whenever permitted, neither shall other legal provisions which modify or amend the said provisions.