



RULES

MultiCash Electronic Customer Service System

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Chapter 1 General Provisions

Article 1

The Rules specify the principles of using by the Customer the MultiCash Electronic Customer Service System, made available by mBank S.A. based on the Agreement on Using the MultiCash Electronic Customer Service System.

Article 2

The following terms used in the Rules have the following meaning:

- 1/ **Bank** – mBank Spółka Akcyjna with its registered office in Warsaw,
- 2/ **business day** – any day except for Saturdays and Sundays and other statutory holidays,
- 3/ **MultiCash System Customer Authorisation Card** - the card being Appendix 1 to the Agreement,
- 4/ **MultiCash System User Authorisation Card** - the card being Appendix 2 to the Agreement,
- 5/ **Identification Card** - the card with information about processing personal data, being Appendix 3 to the Agreement,
- 6/ **password of private key of electronic signature** – authentication factor, set individually during installation by each User having the right to put electronic signature, securing and protecting against unauthorised access to the private key of electronic signature,
- 7/ **IBAN** – International Bank Account Number used in cross-border settlements, specified in Order of the President of the National Bank of Poland No. 7/2017 of 20 February 2017 on the method of numbering banks and bank accounts,
- 8/ **NRB** – Bank Account Number used in domestic settlements, specified in the Order referred to in Article 2 (7) above,
- 9/ **Customer** – a natural person conducting business activity, legal person or organisational unit without legal personality, provided it has legal capacity, being a holder of current or auxiliary bank account operated by the Bank,
- 10/ **KRS** – an extract from the National Court Register or a printout from the online National Court Register entity search engine available on the website of the Ministry of Justice,
- 11/ **electronic signature keys** – private key of electronic signature and public key of electronic signature, which do not have the legal consequences of a personal signature, under the Act on Trust Services and Electronic Identification of 5 September 2016,
- 12/ **initializing letters** – letters printed or generated in the electronic form, in PDF format, on the bank's server, which include information about parameters of connecting with the MultiCash server and information about a given User,
- 13/ **location** – place indicated by the Customer, in which the Customer uses the MultiCash software,
- 14/ **branch** – a corporate branch of the Bank operating current or auxiliary bank account of the Customer,
- 15/ **MultiCash software** – part of the MultiCash system consisting of software provided to the Customer by the Bank under the general principles specified in the Agreement and the Rules,
- 16/ ***.BPD file** – a file making it possible to establish by the Customer telecommunications connection with the Bank, access banking information and place orders,
- 17/ **electronic signature** – data in the electronic form, which together with other data to which they have been attached or with which they are logically connected, are used for identification of the person putting the electronic signature,
- 18/ **distributed electronic signature** – two or more different electronic signatures sent from various locations,
- 19/ **private key of electronic signature** – unique and user assigned data, secured by password, constituting the first (private) part of the key of electronic signature stored by the User, used together with the public key of electronic signature to put electronic signature,
- 20/ **public key of electronic signature** – unique and user assigned data, constituting the second (public) part of the key of electronic signature stored on the banks' server, used together with the private key of electronic signature to put electronic signature,
- 21/ **Rules** – these Rules,
- 22/ **website of the Bank** – Internet site of mBank Group available at <http://www.mbank.pl>,
- 23/ **MultiCash system** – the MultiCash Electronic Customer Service System, i.e. a set of compatible IT devices and software:
 - a/ functioning within the Customer-server architecture, where the MultiCash server provides services to Customers requesting a service with the use of software cooperating with the MultiCash server,
 - b/ ensuring that orders are placed and processed, and data are sent and received via communication with the MultiCash server,
- 24/ **Agreement** – the Agreement on Using the MultiCash Electronic Customer Service System,
- 25/ **authorised employee** – an employee of a given branch, holding a power of attorney to represent the Bank while performing activities specified herein, in accordance with internal regulations on representing mBank S.A.,
- 26/ **User** – a natural person who is authorised to use the MultiCash system on behalf of and for the benefit of the Customer, indicated in Appendix 1 to the Agreement,
- 27/ **order** – an order to effect financial settlements through the agency of the Bank or other service ordered by the Customer electronically with the use of the MultiCash system, in particular ordering by the Customer domestic PLN transfer, foreign currency domestic transfer, international payment (including SEPA Credit

Transfer), transfer of contributions to the Social Insurance Institution (ZUS), direct debit or transfer to the Tax Office,

- 28/ **orders awaiting funds** – orders which due to the lack of funds on the Customer's bank account have not been executed by the Bank, but at the same time the Bank has not refused to execute them. The execution of those orders is conditional on transferring to the Customer's bank account a sufficient amount of funds. The funds have to be posted in the Customer's bank account not later than on the order execution date by the cut-off time specified in the principles of executing orders published in the branches and on the website of the Bank. In the case when the funds have not been transferred as stated above, the Bank has the right to refuse to execute those orders in a given session or on a given date.

Chapter 2

Conditions for Making the MultiCash System Available

Article 3

1. The MultiCash system is made available to the Customer on condition that:
 - 1/ the Customer holds with the Bank a current or auxiliary bank account,
 - 2/ the Agreement has been concluded between the Bank and the Customer.
2. The Agreement is a master agreement in the meaning of the Act on Payment Services.
3. The provisions of Chapter II of the Payment Services Act of 19 August 2011 (except for Article 32a) as well as the provisions of Articles 34, 35-37, 40 (3)-(4), 45, 46 (2)-(5), 47, 48, 51, and 144-146 of the Payment Services Act of 19 August 2011, and, whenever acceptable, other laws which modify or amend the said provisions do not apply to the payment services provided under the Agreement.
4. In order to use the MultiCash system the Customer must own software enabling the communication with the MultiCash server of the Bank with use of the communication protocols and communication sessions indicated in the MultiCash System Customer Authorisation Card. Additionally, access to the Internet, USB hub, as well as to an installed and configured printer is required.
5. Software indicated in (4) can take the form of the Customer version of MultiCash provided by the Bank, as well as any other software possessed by the Customer, which meets the requirements indicated in the above-mentioned section.
6. A network version of the Customer's MultiCash software installed by the Bank requires that the workstation and the server be connected with the LAN MS Windows network with use of the TCP/IP protocol.

Chapter 3

Making the MultiCash System Available

Article 4

1. After the Agreement is signed, the Customer receives an e-mail containing the following:
 - 1/ initializing letters for particular Users or
 - 2/ *.BPD files.
2. The message referred to in (1) is delivered to the e-mail address indicated by the Customer in Appendix 2 to the Agreement entitled "MultiCash System User Authorisation Card" as to the "Person authorised to receive *.BPD files or initializing letters".
3. Upon receiving from the Customer of the confirmation of receipt of the message referred to in (1), an authorised employee of the Bank installs the MultiCash System at the Customer's and conducts training in using the system.
4. The installation of the MultiCash System at the Customer's is construed by the Bank as:
 - 1/ parametrisation of the Customer's software performed by the Customer, in particular of the Customer MultiCash software enabling communication with the Bank's MultiCash server, or
 - 2/ making the MultiCash software offered by the Bank available to the Customer, as well as performing the parametrisation of the said software.

Chapter 4

Security of the MultiCash System

Article 5

The Bank identifies the User by means of *.BPD files and the keys of electronic signature.

Article 6

1. The Customer is obliged by the Bank to secure appropriately *.BPD files, initializing letters and the keys of electronic signature, applied within the framework of the MultiCash system against use by unauthorised persons and is liable for the damage arising out of their unauthorised use.

2. *.BPD files, keys of electronic signature and initializing letters may be used solely for the purposes and in the scope defined in the Rules and the Agreement. The Bank is not liable for the consequences of their use going beyond these purposes and scope.
3. The Customer undertakes to protect all the devices used by the Bank to execute electronic banking services with due diligence, in particular by means of relevant software and by not making these devices available to unauthorised persons.
4. The Bank is not liable for incorrect operation of the MultiCash system being the consequence of attempted software modifications by the Users, malicious software or other violation of computer's security.
5. The Customer is liable for incorrect operation of the devices referred to in Article 6 (3) above in connection with the activity of malicious software installed on the devices.

Article 7

1. In the event of a suspicion that an order has been placed as a result of fraud or abuse, the Bank has the right to suspend the execution of the order and make it conditional on an additional order confirmation obtained by phone from the User of the MultiCash system entitled to authorise orders. Suspending the execution of an order until the additional order confirmation referred to in the previous sentence is obtained is not a violation of the Agreement.
2. The Customer is obliged to keep the personal data of the Multicash system users updated; this includes their phone numbers and addresses provided in the MultiCash System User Authorisation Card and/or in the Identification Card with Information about Processing Personal Data. The Customer undertakes to update the MultiCash System User Authorisation Card and the Identification Card with Information about Processing Personal Data if any of the data items provided is changed. The Bank takes no responsibility for damage caused by failure to update the data of the MultiCash system users.
3. The Customer is charged with orders submitted by persons to whom he disclosed information on operation of the MultiCash system, of which disclosure may cause ineffectiveness of the mechanisms ensuring security of orders.

Article 8

1. The Customer is obliged to forthwith notify the Bank of damage to the *.BPD files or keys of electronic signature or their loss by any of the Users. The damage or the loss should be reported by the Customer at the branch or the Customer should call on 0801 273 273 or +48 22 6 273 273.
2. Reporting on the damage or the loss at the branch means a written notification delivered to the branch in person or sent by mail as well as a report sent by fax to the branch.
3. Reporting over the phone should be confirmed in the form, referred to in (2), signed in accordance with the content of the valid certificate of entry in the business activity register / valid copy of the relevant registration document, filed with the Bank, or the presented documents of relevant powers of attorney, however, not later than within 7 business days from the date of the reporting by phone.
4. The branch gives the Customer confirmation of the report in the form referred to in (2), giving the date of the report in the form referred to in (2).
5. Based on the report on the loss or the damage to the *.BPD files, the Bank generates them again. In such a case, Article 4 of the Rules applies accordingly.

Chapter 5 Access to Banking Information

Article 9

1. The Bank undertakes to provide basic information via the MultiCash system, including:
 - 1/ the information on the current balance and turnover in bank accounts held by the Customer indicated in the MultiCash System User Authorisation Card, being Appendix no. 2 to the Agreement, and the MultiCash System Customer Authorisation Card, being Appendix no. 1 to the Agreement,
 - 2/ the information on the refusal to execute the orders placed by the Customer via the MultiCash system,
 - 3/ foreign exchange rate tables quoted by the Bank and the National Bank of Poland,
 - 4/ information on the status of direct debit orders in the form of a report, in the event that the Customer makes use of this service.
2. Regardless of the obligation arising from (1), the Bank also undertakes to provide the Customer with banking information in the scope indicated by the Customer in the MultiCash System Customer Authorisation Card, presented in Appendix 1 to the Agreement.
3. The banking information disclosed within the framework of the MultiCash system does not replace bank documents.
4. Any change in the scope of the bank information made available to the Customer, referred to in (1)-(2), is not deemed as an amendment to the Rules.
5. The Customer undertakes to familiarize himself/herself on an ongoing basis with the information referred to in (1) and (2).

Chapter 6 Execution of Orders

1. General Terms of Execution of Orders

Article 10

Only the Users, holding authorisation to place orders granted based on Appendix 2 to the Agreement, are authorised to place orders within the framework of the MultiCash system.

Article 11

1. The orders are submitted by the Customer to the Bank with the use of the *.BPD files and keys of electronic signature.
2. Orders submitted by the Customer to the Bank should have electronic signature or the distributed electronic signature.
3. The orders submitted with the use of the *.BPD files and the keys of electronic signature, referred to in (1), are binding on the parties to the Agreement.
4. The Bank represents that based on the Agreement it does not provide certification services.

Article 12

1. The Customer may submit orders both on business days and holidays.
2. The time when the Bank receives Customer's proper order is considered the time of receipt of the payment order by the Bank in the meaning of the Act on Payment Services.
3. If the Bank receives a payment order after the cut-off time as determined by the Bank as per clause 5, such payment order is considered as received by the Bank in the meaning of the Act on Payment Services on the following Bank business day.
4. If the system installed at the Customer's has active functionality "orders awaiting funds", the Customer may submit orders awaiting funds. The Bank provides the Customer with the functionality "Orders awaiting funds" (all the Customer's orders will await funds by the cut-off time of a given order type, subject to the possibility of adding the time for order processing, if upon the order placement, there are not enough funds in the account), unless the Customer submits to the branch a written statement about resignation from this functionality.
5. The detailed information about the cut-off times for submitting and executing orders, forms and principles of monetary settlements applicable at the Bank are communicated through information displayed in the Bank's customer service rooms or on its website at www.mbank.pl/aktualnosci/msp-korporacje.

Article 13

1. The Bank executes the Customer's orders denominated in PLN or foreign currencies listed in the mBank S.A. Table of Exchange Rates, by applying the foreign exchange rates specified in this Table.
2. If it is necessary to convert the order amount, the Bank settles the order using the sell exchange rate of the currency referred to in (1) applicable at the Bank at the time of execution of the order.
3. The principles laid down in (1) and (2) apply, unless the provisions of separate agreements entered into between the Customer and the Bank provide otherwise.

Article 14

1. The order submitted by the Customer is for the Bank, subject to (3), the final and binding instruction to debit the Customer's bank account and an instruction to credit the bank account indicated in the text of the order.
2. The Customer's order may be cancelled by the Customer only before its execution.
3. The Bank may charge a fee for cancellation of Customer's order as per (2). If such fee is charged, its amount is defined in the "mBank Tariff of Banking Fees and Commissions for SME and Corporates" Section I Bank Accounts, being an integral part hereof.
4. The provisions of this article do not concern the direct debit.

Article 15

1. The Customer authorises the Bank to debit his bank account with the amount of placed orders.
2. The Bank debits the Customer's account at the time of executing an order, unless separate agreements entered into between the Customer and the Bank provide otherwise.
3. The provisions of this article do not concern the direct debit.

Article 16

1. Detailed conditions for execution of the direct debit are specified in the agreement on using direct debit, subject to (2).

2. An additional condition for execution of direct debit in the MultiCash system is providing in the "City/Town" field on the screen the address of the debtor who is a natural person not conducting business activity the letter "F", and in the case of the remaining debtors the letter "P".

Article 17

1. The Bank confirms the execution of order by bank account statements in accordance with the bank account agreement.
2. Documents, referred to in (1), contain in particular information on the executed orders, as well as effected settlements, and fees and commissions charged by the Bank.

Article 18

The Bank is not liable for the loss and distortion of or delay in the execution of orders caused during the time of processing the order through any wired or wireless device, and for the effects of execution of the order submitted by the Customer.

Article 19

The Customer who submits foreign payment order is obliged to observe the provisions of the Foreign Exchange Act.

Article 20

The Customer who places an outgoing foreign payment order is obliged to observe the laws and customs of the country in which the payment will be executed.

Article 21

The Customer who submits the foreign payment order concerning the funds from the loan granted by the Bank, is obliged to provide the information in the text of the order.

2. Special Terms of Execution of Foreign Currency Domestic Transfers and International Payments

Article 22

1. The Bank makes foreign currency domestic transfers and international payments involving the following cost sharing options:
 - 1/ SHA: commissions and fees are split between the Customer (the ordering party) and the beneficiary, accordingly (the Customer covers commissions and fees of the Bank and the beneficiary covers all other fees and commissions);
 - 2/ OUR: commissions and fees are covered by the Customer (the ordering party) only;
 - 3/ BEN: commissions and fees are covered by the beneficiary only (the Bank debits the full amount of payment to Customer's (ordering party's) account specified in the foreign currency domestic transfer or the international payment and reduces such transfer or payment by commissions and fees due to the Bank and payable by the beneficiary.
2. The Bank applies the following procedures to foreign currency domestic transfers and international payments depending on transaction currency and Customer's choice:
 - 1/ STANDARD: procedure for execution of an order on the beneficiary's bank D+2 value date, D being the date of execution of Customer's payment instruction by the Bank;
 - 2/ URGENT: procedure for execution of an order on the beneficiary's bank D+1 value date, D being the date of execution of Customer's payment instruction by the Bank;
 - 3/ EXPRESS: procedure for execution of an order on the beneficiary's bank D value date, D being the date of execution of Customer's payment instruction by the Bank;
3. Details of availability of procedures for execution of foreign currency domestic transfers and international payments according to order currency are specified in the current "mBank Tariff of Banking Fees and Commissions for SME and Corporates".
4. The Customer authorises the Bank to modify foreign currency domestic transfers and international payments to the extent of determination of the proper order execution procedure (replacement of the STANDARD procedure with the URGENT one) and choice of cost option (replacement of BEN or OUR with SHA) in order to guarantee compliance of payment orders with the provisions of the Act on Payment Services of 19 August 2011 - if Customer's original foreign currency domestic transfer or international payment does not comply with the said provisions.
5. The Customer authorises the Bank to set the BIC code of the beneficiary's bank on the basis of the IBAN account of the beneficiary given by the Customer, in the case of discrepancies between the BIC of the beneficiary's bank provided by the Customer and the IBAN account of the beneficiary provided by the Customer in the SEPA Credit Transfer.

Chapter 7

Limits in Order Execution

Article 23

1. If the Customer's order is not consistent with the Agreement, the Rules or other agreement concluded between the Bank and the Customer, in particular the agreement based on which the Bank operates for the Customer the current or auxiliary bank account, referred to in Article 3 (1) point 1, or the generally applicable laws, the Bank refuses to execute the order.
2. If Customer's foreign currency domestic transfer order or international payment order is made in a currency not supported by the Bank, the Bank refuses to execute such order.
3. If Customer's foreign currency domestic transfer order or international payment order provides for a procedure for execution of a foreign currency domestic transfer order or an international payment order not supported by the Bank for the currency of the order, the Bank refuses to execute such order subject to Article 22 (4).
4. If the amount of the Customer's order plus the fees or commissions due to the Bank exceeds the bank account balance, the Bank may refuse to execute the order.
5. The Bank may refuse the execution of an order submitted by a Multicash system user entitled to authorise orders who failed to submit the Identification Card with Information about Processing Personal Data at the Bank's outlet.
6. The Bank may refuse to execute an order submitted by a Multicash system user entitled to authorise orders until the end of the business day following the date he/she fulfilled the obligation to submit the Identification Card with Information on Personal Data Processing at the Bank's outlet. This period is required for entering the User's personal data in the banking system.
7. The Bank may refuse to execute the order not containing the provision of payment details.
8. The Bank refuses to execute the order with incomplete electronic signatures, subject to (9). The incomplete electronic signature is construed as signature put counter to the Agreement and parameterization in the bank's server of the MultiCash system.
9. The Bank suspends execution of the order with incomplete electronic signatures, submitted within installation with the distributed electronic signature, until supplementary signature has been sent from another installation of the Customer. The signature should be supplemented within 7 calendar days.
10. If the Customer uses invalid NRB or IBAN identifier in the order, the Bank may refuse to execute the order. Incorrect NRB or IBAN identifier means an identifier not in line with the bank account number standard set in the Regulation of the President of the National Bank of Poland, referred to in Article 2 point 7.

Article 24

In the case when the Customer submits the order without the authorizations arising from the *.BPD file, the Bank refuses to execute the order.

Article 25

1. In the case of refusal to execute the order, the Bank forthwith notifies the Customer of the fact giving the reason behind the refusal.
2. The notifications, referred to in (1), are sent by the Bank:
 - 1/ via electronic mail to the email address indicated by the Customer, or
 - 2/ via fax to the fax number indicated by the Customer, or
 - 3/ via the system of notifications and messages generated by the MultiCash system.

Chapter 8

Interest Calculation

Article 26

1. The funds deposited in the Customer's current or auxiliary bank accounts bear interest at a variable interest rate.
2. The detailed rules governing the interest on funds deposited in the Customer's current and auxiliary bank accounts are set forth in the (current or auxiliary) bank account agreement and the "Rules for Opening, Maintaining and Closing Bank Accounts at mBank S.A."

Chapter 9 Fees and Commissions

Article 27

1. For the services provided under this Agreement, the Bank charges fees and commissions as per the "mBank Tariff of Banking Fees and Commissions for SME and Corporates", Section I Bank Accounts, which is an integral part of this Agreement.
2. The type and amount of fees or commissions may change. The change in the amount of fees and commissions depends in particular on operating costs incurred by the Bank, including market parameters affecting these costs such as: inflation rate, FX rates, and reference interest rates set by the National Bank of Poland.
3. The amended text of Chapter 1 of the "mBank Tariff of Banking Fees and Commissions for SME and Corporates", including changes in fees and commissions and their effective date is delivered to the Customer by the Bank in the manner provided for in the "Rules of Opening, Maintaining, and Closing Integrated Bank Account at mBank S.A." or the "Rules of Opening, Maintaining, and Closing Bank Accounts at mBank S.A." according to the bank account agreement (current or auxiliary account) concluded with the Customer.
4. If the Customer does not refuse the amendments in writing within 14 days from the delivery of the new wording of Section I of the "mBank Tariff of Banking Fees and Commissions for SME and Corporates", including changes in commissions and fees referred to in (3), such amendments will be deemed accepted by the Customer and binding upon the parties as of their effective date.
5. Customer's refusal to accept amendments in banking commissions and fees of mBank S.A. within the time referred to in (4) means termination of the bank account agreement by the Customer. Article 31 (4) applies accordingly.

Article 28

The Customer is informed of the current rates of the "mBank Tariff of Banking Fees and Commissions for SME and Corporates" and of any changes to the rates by means of announcements displayed at the Bank's outlets or on the Bank's website at 9www.mbank.pl/aktualnosci/mgp-korporacje.

Article 29

1. The Customer authorises the Bank to debit his/her bank account with fees and commissions due to the Bank, including any costs of a foreign bank in the case of the execution of foreign payment.
2. The Bank debits the Customer's account with fees and commissions for executed order at the time of its execution.
3. Implementation fee (installation fee) for making the MultiCash system available to the Customer within a given location is charged on a one-off basis.
4. The monthly fee (subscription fee) for using the MultiCash system within a given location is charged in advance for each month that has begun.
5. Modification fee (maintenance) for each modification of the MultiCash system made available within a given location is charged upon completion of the modification.
6. The principles laid down in (2)-(5) apply, unless the provisions of the agreements concluded between the Customer and the Bank provide otherwise.

Article 30

The Customer is obliged to hold funds in the bank account at the time it is debited with the fees and commissions due to the Bank, in the amount at least equal to the amount of the fees and commissions.

Chapter 10 Amending the Rules, the Agreement and Terminating the Agreement

Article 31

1. Amendments to the Rules made during the Agreement term are delivered to the Customer by certified mail with return receipt requested to the Customer's latest address known to the Bank or delivered against confirmation of receipt including specification of the effective date of such amendments.
2. Providing the Customer with the amendments hereto referred to in (1) might occur alternatively by means of publishing the text of the amended Rules on the Bank's website, together with information on the date of publication of amendments and on the date of their entry into force. The day of the delivery of amendments to the Rules to the Customer is considered the eighth day from the date of the publication of amendments to the Rules on the Bank's website.
3. The Customer is entitled to submit a written notice of termination of the Agreement within 14 days following the delivery of amendments to the Rules.

4. The notice period is one month long and commences from the date of submitting (delivering) the termination notice to the Bank.
5. If the Customer does not hand in the notice of termination within 14 days from the date of the Bank's sending the information on amending the Rules or handing them in to the Customer against confirmation of receipt, the amendments take effect as of the effective date.

Article 32

1. The Bank may terminate the Agreement in writing pursuant to Article 31 (4) for substantial reasons, in particular:
 - 1/ §gross violation by the Customer of the provisions of the Agreement, the Rules, generally applicable laws or other agreement concluded between the Bank and the Customer, in particular the agreement based on which the Bank operates the Customer's current or auxiliary bank account, referred to in Article 3 (1) point 1,
 - 2/ false information provided by the Customer when entering into the Agreement,
 - 3/ disclosure of information about operation of the MultiCash system by the Customer, where such disclosure may render security mechanisms ineffective,
 - 4/ as a result of identification of actions of the User related to attempts made at violation of the system's security,
 - 5/ exclusion of the MultiCash System from use by the Bank.
2. In the event when the Bank terminates the Agreement, the Customer is notified of the reason for the termination.
3. The Customer may terminate the Agreement in writing pursuant to Article 31 (4) for substantial reasons, and in particular amendments in the Agreement, which are unacceptable according to the Customer.

Article 33

The Customer is responsible for all liabilities to the Bank, which have originated in the Agreement terms and are related to its performance.

Article 34

Subject to Article 27 and Article 31, amendments to the provisions of the Agreement may only be made in writing or otherwise is null and void.

Chapter 11 Complaints

Article 35

1. The Customer may file a complaint about the services provided by the Bank under the Agreement.
2. Complaints may be filed with each organisational unit of the Bank providing customer service. The list of organisational units of the Bank together with their addresses is published on the official website of mBank Group.
3. Complaints may be filed in writing, verbally – by phone or in person during a meeting with the Bank's employee – or electronically, in particular through the electronic banking system mBank CompanyNet.
4. Each complaint should contain a detailed description of the questionable event, the Customer's expectations regarding the way of resolving the complaint, bank account number, name and statistical number REGON of the Customer as well as data of the person filing the complaint (first name, last name, phone number and e-mail address).
5. The Bank handles complaints without undue delay, as soon as it is reasonably practicable; however, the time limit for processing and responding to a complaint should not exceed 15 business days for the Bank from the date on which the Bank received the complaint. In particularly complex cases which make it impossible to handle and respond to a complaint within the time limit stated in the previous sentence, it is admissible to extend the time limit for handling and responding to a complaint to a maximum of 35 business days for the Bank, of which the Bank notifies the Customer.
6. Having handled the complaint, the Bank notifies the Customer of the result of the complaint procedure. Replies to complaints are provided in writing or using another durable medium.
7. In the event when the claims arising from the complaint are not acknowledged, the Customer may request the Bank to reconsider the complaint within 14 days from the date of receipt of the reply to the complaint. The request should be made in writing. The request should contain the data referred to in (4) above.
8. Provisions of (1)-(7) do not prejudice the Customer's right to assert claims against the Bank in accordance with generally applicable laws.
9. The Bank's operations are supervised by the Polish Financial Supervision Authority (KNF).

Chapter 12 Final Provisions

Article 36

The Customer undertakes to make himself/herself familiar with the content of the information published by the Bank on its website at least once a week.

Article 37

1. The Customer is responsible for making a forthwith update of the Users' personal data.
2. The persons referred to in (1) update their personal data at the branch. In order to update their data, the said persons are required to present their ID card.

Article 38

The Customer cannot provide the Bank with illegal contents via the MultiCash system.

Article 39

1. The Bank acts as the personal data controller of the Customer and the Customer's representatives, including the Users.
2. In order to conclude and perform the Agreement, the Bank processes personal data of the Customer and the Customer's representatives, including the Users. The provision of personal data is necessary for the conclusion and performance of the Agreement.
3. The Bank processes personal data of the Customer and the Customer's representatives, including the Users, also:
 - 1/ for the purposes of banking operations, i.e. for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, handling complaints, asserting claims, preventing frauds, performing obligations arising from the applicable law, in particular AML, FATCA, CRS, MIFID, and archiving,
 - 2/ in order to provide the Customer with marketing materials promoting the services and products of the Bank and subsidiaries of the Bank's Group. A list of mBank Group subsidiaries is available on the official website of the Bank.
4. The Bank processes personal data of the Customer and the Customer's representatives, including the Users, for a period necessary to conclude and perform the Agreement, and then for a period of ten years from the termination date of the Agreement or for another period being the prescription period for potential claims. After the lapse of the above time limits, the Bank anonymises the personal data.
5. The Customer and the Customer's representatives, including the Users:
 - 1/ have the right to access and correct their data, as well as to transfer them; and
 - 2/ may demand that the data be erased or that their processing be restricted, or may object to their processing.
6. The function of the Personal Data Protection Officer is held by a Bank employee who may be contacted at the following e-mail address: Inspektordanychosobowych@mbank.pl.
7. Detailed information concerning the principles and procedure for processing personal data by the Bank is specified in the GDPR package available on the official website of the Bank: www.mbank.pl/pdf/rodo/gdpr-package.pdf.
8. The President of the Personal Data Protection Office acts as the supervisory authority in terms of personal data protection and the Customer and the Customer's representatives have the right to lodge a complaint to the President of the Personal Data Protection Office.

Article 40

1. The Bank announces that:
 - 1/ execution of foreign transfers via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may result in the government of the United States of America having access to the personal data of the Customer and the Customer's representatives, including the Users. The American authorities have undertaken to use the personal data only for the purpose of counteracting terrorism, respecting the guarantees provided for in the European system of personal data protection,
 - 2/ data, including personal data, of the Customer and the Customer's representatives, including the Users, may be disclosed to entities entrusted by the Bank with data processing for the purpose of the performance of agreements on rendering services for the benefit of the Bank.
2. The Bank has the right to provide data on liabilities arising from the Agreement, including the Customer's personal data, to:

- 1/ Banking Register System (System Bankowy Rejestr, "BR") – a database for which the Polish Bank Association with its registered office in Warsaw acts as the data controller, operating pursuant to the Banking Law Act of 29 August 1997,
- 2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau, "BIK") with its registered office in Warsaw, operating pursuant to the Banking Law Act of 29 August 1997,
- 3/ business information bureaus operating under the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, if:
 - a/ the overall amount of liabilities to the Bank is at least PLN 500,
 - b/ the payment or payments are at least 30 days past due,
 - c/ at least one month has passed since the Bank transmitting the data and being the creditor sent a request for payment, warning the Customer of its intention to transmit the data to a bureau, including the bureau's registered business name and address of its registered office, by registered mail to the correspondence address specified by the Customer, and if the Customer has not specified such an address, to the address of the Customer's registered office.
3. The Customer's data, including personal data, collected in BR and BIK may be disclosed to:
 - 1/ other banks,
 - 2/ financial institutions operating as subsidiaries of banks within the meaning of the Banking Law Act of 29 August 1997,
 - 3/ other entities having statutory authorisations – subject to the terms and conditions laid down in the Banking Law Act of 29 August 1997,
 - 4/ business information bureaus operating under the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, within the scope and on the terms specified therein.

Article 41

1. The Bank may suspend provision of the services based on the Agreement in the event of a failure of the Bank's computer or telecommunications system which renders provision of the services impossible, until such a failure is repaired.
2. Suspending the provision of services for the reasons referred to in (1) is not a breach of this Agreement.

Article 42

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