



**BANK POCZTOWY S.A.  
PERSONAL ACCOUNTS  
TERMS AND CONDITIONS**

November 2023

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## Chapter I. General

### Clause 1

1. These Terms and Conditions shall govern the opening and operating of Payment Accounts for natural persons by the Bank. As used in these Terms and Conditions, the following terms shall have the respective meanings as defined below:
  - 1) **The Bank's Electronic Service Address** shall mean the electronic service address of the Bank, entered in the Electronic Service Address Database under ref. No. AE:PL-23811-43670-WCHUE-15, which shall become available upon activation on the date to be announced by the Minister for Digitisation. The Bank shall inform customers of the availability of its Electronic Service Address by posting a relevant notice on the Bank Website as well as including such notice in bank statements;
  - 2) **Mobile Application** shall mean an application made available by the Bank as part of the Electronic Banking Service, installed by the Account Holder on a mobile device, and enabling delivery and use of Bank products and services under the Agreement;
  - 3) **Authorisation** shall mean the Payment Service User's consent, expressed as required under the Agreement, to executing an instruction;
  - 4) **Bank** shall mean Bank Pocztowy Spółka Akcyjna, with its registered office at ul. Jagiellońska 17, 85-959 Bydgoszcz, Poland, entered in the Business Register maintained by the District Court of Bydgoszcz, 13th Commercial Division of the National Court Register, under No. KRS 0000010821, with a share capital of PLN 128,278,080 (paid up in full), Tax Identification Number (NIP) 5540314271, which is a Payment Service Provider;
  - 5) **Payer's Bank** shall mean the bank which operates the Account of a third party placing a Payment Order, or, where the Account Holder places such order, the Bank;
  - 6) **Payee's Bank** shall mean the bank which operates the account of a third party being the Payee in a payment transaction, or, where the Account Holder is the Payee, the Bank;
  - 7) **Central Bank Account Database** shall mean a database maintained by Krajowa Izba Rozliczeniowa S.A., which is dedicated to storing and providing access to information on the Account Holder's or deceased persons' Accounts. The Central Bank Account Database is available to the Account Holder or persons who have obtained a valid title to the estate of a deceased Account Holder, as well as to the Bank, in particular for the purposes of concluding an Agreement for operating a Payment Account with Basic Features;
  - 8) **Contact Centre** shall mean the Bank's customer care services, including the Bank Helpline, live chat and dedicated email address, as specified on the Bank Website;
  - 9) **PEP Family Member** shall mean an individual who is a family member of a politically exposed person and meets the criteria of being a related party of that person as defined in the Anti-Money Laundering and Combating the Financing of Terrorism Act of March 1st 2018;
  - 10) **Value Date** shall mean the date from or to which the Bank charges interest on funds credited to or debited from the Account;
  - 11) **Representative Service Fees Schedule** shall mean a hard-copy or electronic document which specifies the fees charged by the Bank for representative services rendered in connection with operating a Payment Account and which shall be provided to the Consumer a reasonable time in advance of concluding an Agreement therewith to enable the Consumer to compare the Bank's Payment Account offer with those of other Payment Service Providers;
  - 12) **Identity Document** shall mean: (i) in relation to Polish residents – a Polish national identity card (dowód osobisty) or a Polish passport, (ii) in relation to non-residents from EU and EEA countries – a residence card, an Identity Document equivalent to the Polish national identity card or a foreign passport, and (iii) in relation to non-residents from outside the EU or EEA countries – a foreign passport and residence card. The Identity Document presented by the Account Holder shall be used to confirm his or her identity upon receipt and execution of the Account Holder's instructions related to his or her Account. For details on the types of Identity Documents used to authenticate Account Holders, refer to the Announcement;
  - 13) **Payment Service Provider** shall mean an entity engaged in providing payment services and listed in Article 4 of the Payment Services Act of August 19th 2011, including the Bank;
  - 14) **Third-Party Payment Service Provider** shall mean a Payment Service Provider other than the Bank, which provides one or more of the following services under the Payment Services Act:

- a) payment transaction initiation service,
  - b) account information service,
  - c) issuance of card-based Payment Instruments;
- 15) **Pay-on-Death Order** shall mean designation by the Account Holder having full legal capacity of a person to whom the Bank shall pay funds deposited in the Holder's Account following his or her death in compliance with the applicable provisions of the Banking Law;
  - 16) **Banking Day** shall mean a day on which the Bank is open for business as required to execute payment transactions, with the exception of Saturdays and public holidays;
  - 17) **Elixir** shall mean the Elixir electronic PLN-denominated payment order clearing system, operated by Krajowa Izba Rozliczeniowa. The Bank sends and receives payment orders to and from Elixir during pre-defined clearing sessions. For details on the clearing sessions, refer to the Announcement;
  - 18) **Benchmark Fixing** shall mean a process whereby an interest rate Benchmark Administrator determines and sets the value of the interest rate benchmark it is licensed to administer;
  - 19) **Password** shall mean an individual code consisting of a string of characters, which is used to authenticate the Account Holder and which is set up by the Bank under the Electronic and Telephone Banking Terms and Conditions and for the purposes stated therein;
  - 20) **Incident** shall mean an unexpected event or a series of unexpected events having, or reasonably likely to have, an adverse effect on the integrity, availability, confidentiality, authenticity or continuity of payment services;
  - 21) **Individual Credentials** shall mean individual credentials provided to the Account Holder by the Bank for authentication purposes;
  - 22) **Payment Instrument** shall mean any personalised device and/or set of procedures agreed between the Account Holder and the Bank and used by the Payment Service User to submit Payment Orders, as specified in these Terms and Conditions;
  - 23) **PFSA** shall mean the Polish Financial Supervision Authority, which is the regulatory authority for the Bank;
  - 24) **Announcement** shall mean a document or documents published by the Bank to announce various information, including, without limitation, (i) the types of Time Deposits and Accounts offered by the Bank, (ii) the terms, maximum amount and interest rate of the overdraft facility, (iii) the amount of funds which cannot be withdrawn without giving prior notice to the Bank (notice of withdrawal), and (iv) the minimum amounts of Time Deposits and the terms and conditions of adding funds to existing Time Deposits, interest rates applied to deposited funds or overdraft, applicable fees and commissions and rules for charging them, and any other crucial information related to the provision of payment services, which is not included in these Terms and Conditions. Announcements shall be available from Bank Branches or Post Office Outlets or online at the Bank Website;
  - 25) **Consumer** shall mean a natural person who conducts with the Bank legal transactions which are not directly connected with his or her business or professional activities, including, where the person has concluded an Agreement with the Bank, the Account Holder;
  - 26) **Payment Account Overdraft Facility** shall mean the service defined in Article 2.16b of the Payment Services Act of August 19th 2011;
  - 27) **Time Deposit** shall mean a one-off PLN-denominated savings deposit in an Account;
  - 28) **Savings Account** shall mean an interest-bearing PLN-denominated Account which is primarily intended for keeping the Account Holder's funds and using other Savings Account-linked services offered by the Bank. For the types of Savings Accounts operated by the Bank, refer to the Announcement;
  - 29) **CIN** shall mean a Customer Identification Number, i.e. a unique string of eight digits which is assigned randomly by the Bank to the Account Holder using the Electronic and/or Telephone Banking Service upon granting access to such service and which is one of the means of authenticating the Account Holder;
  - 30) **Bank Account Number** shall mean a combination of letter and number characters compliant with the NRB standard for domestic payments in Poland or with the IBAN standard for SEPA Credit Transfers, Foreign Currency-Denominated Credit Transfers and other international payment transactions, which unambiguously identifies the Payment Service User and his or her Payment Account number;
  - 31) **Payee** shall mean a natural person, legal person or unincorporated organisational unit having legal capacity under statute that is the intended recipient of funds transferred in a payment

- transaction conducted by the Account Holder, including the Account Holder if he or she is such recipient;
- 32) **Debit Card Service** shall mean a service that enables the Payer to use a payment card, as defined in Article 2.15a of the Payment Services Act, if the amount of each transaction made with the card is debited from the Payer's Payment Account;
  - 33) **General Data Protection Regulation (GDPR)** shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
  - 34) **Minor** shall mean an Account Holder above the age of 13 years and below the age of majority, who has a limited legal capacity, including the right to transact on his or her Account to a limited extent as provided for in applicable laws and regulations and specified by the Minor's legal representative;
  - 35) **Partially Incapacitated Person** shall mean a person who has a limited legal capacity, including the right to transact on his or her Account to a limited extent as provided for in applicable laws and regulations and specified by the person's legal representative;
  - 36) **Person Known to Be a Close Associate of PEP** shall mean a natural person who is known to be a close associate of a PEP within the meaning of the Anti-Money Laundering and Combating the Financing of Terrorism Act;
  - 37) **Member State** shall mean a European Union (EU) or European Free Trade Association (EFTA) member state which is party to the Agreement on the European Economic Area;
  - 38) **Agent** shall mean an adult, whether a Polish resident or non-resident, who has full legal capacity and who has been authorised by the Account Holder to administer funds deposited in the Holder's Account to the extent specified in these Terms and Conditions, as well as a legal person or unincorporated organisational unit having legal capacity under statute which has been granted such authority;
  - 39) **Politically Exposed Person (or PEP)** shall mean an individual who holds a prominent public office or has been entrusted with a prominent public function as defined in the Anti-Money Laundering and Combating the Financing of Terrorism Act;
  - 40) **Bank Branch** shall mean a branch or other retail banking location of the Bank, or a retail outlet of an intermediary other than Poczta Polska S.A. providing services covered by these Terms and Conditions for and on behalf of the Bank. For a complete list of Bank Branches and intermediaries referred to in this definition, including their addresses, visit the Bank Website;
  - 41) **Post Office Outlet** shall mean an organisational unit of Poczta Polska S.A. which is contracted by the Bank to perform activities related to concluding Agreements and operating Accounts. For a complete list of Post Office Outlets, including their addresses and opening hours, visit the Bank Website;
  - 42) **Payer** shall mean a natural person, legal person or unincorporated organisational unit having legal capacity under statute that orders a payment to the Account Holder's Account, or the Account Holder or Agent ordering a payment from the Account Holder's Account;
  - 43) **Domestic Payment** shall mean an electronically processed payment transaction initiated by a Payer or by or through a Payee, where the Payer's Payment Service Provider and the Payee's Payment Service Provider are both located in the Republic of Poland;
  - 44) **Cross-border Payment** shall mean an electronically processed payment transaction initiated by a Payer or by or through a Payee, where the Payer's Payment Service Provider and the Payee's Payment Service Provider are located in different Member States;
  - 45) **Payment Account with Basic Features** shall mean the Payment Account referred to in Part V of these Terms and Conditions. Such account is not intended for settling payments in connection with the Customer's business or other professional activity;
  - 46) **Instant Credit Transfer** shall mean a payment service provided the Bank under these Terms and Conditions;
  - 47) **Credit Transfer** shall mean the service defined in Article 3.4 of the Payment Services Act of August 19th 2011, excluding an Internal Credit Transfer, SEPA Credit Transfer, and Foreign Currency-Denominated Credit Transfer;
  - 48) **SEPA Credit Transfer** shall mean a service initiated by a Payer to transfer EUR-denominated funds from the Payer's Payment Account to a Payee's Payment Account where the Payer's Payment Service Provider and the Payee's Payment Service Provider operate within the Single

- Euro Payments Area (SEPA) or at least one of them does;
- 49) **Internal Credit Transfer** shall mean a service initiated by a Payer to transfer funds between Payment Accounts operated by the same Payment Service Provider;
  - 50) **Foreign Currency-Denominated Credit Transfer** shall mean a service initiated by a Payer to transfer funds denominated in a currency other than PLN or EUR from the Payer's domestic Payment Account held with a Payment Service Provider to a Payee's domestic Payment Account held with a Payment Service Provider;
  - 51) **Direct Debit** shall mean the service defined in Article 3.2 of the Payment Services Act of August 19th 2011;
  - 52) **Account Holder or Holder** shall mean a natural person who is a Consumer and with whom the Bank has concluded an Agreement or, in relation to a joint Account, each of the Joint Account Holders, subject to the provisions hereof applicable to Minors and Partially Incapacitated Persons;
  - 53) **Text Message Notification Service** shall mean a service consisting in transmitting notifications concerning a Payment Account by means of text messages;
  - 54) **Payment Account Operation** shall mean a service consisting in operating a Payment Account for a Consumer so as to enable the Consumer to keep funds in the Payment Account and conduct payment transactions, including the opening and closing of the Consumer Payment Account;
  - 55) **Account** shall mean a Current Account and/or Savings Account and/or Foreign Currency Account and/or Payment Account with Basic Features which also serves as a Payment Account;
  - 56) **Foreign Currency Account** shall mean a foreign currency-denominated Current Account which also serves as a Payment Account. For the types of Foreign Currency Accounts operated by the Bank, refer to the Announcement;
  - 57) **Current Account** shall mean a Current Account denominated in PLN. For the types of Current Accounts offered by the Bank and applicable fees and commissions, refer to the Announcement and the Fees and Commissions Schedule, respectively. A Current Account is not intended for settling payments in connection with the Customer's business or other professional activity;
  - 58) **Reference Exchange Rate** shall mean the selling or buying rate of a currency in effect at the Bank and published on the Bank Website;
  - 59) **Terms and Conditions** shall mean these Bank Pocztowy S.A. Personal Accounts Terms and Conditions;
  - 60) **Complaint** shall mean a statement made by the Account Holder or Card User to the Bank, whereby he or she expresses his or her dissatisfaction with a service or services provided by the Bank;
  - 61) **Interbank Payment Clearing** shall mean the clearing of payments between the Bank and other banks through Elixir or another interbank payment clearing system in order to execute Payment Orders;
  - 62) **BMR** shall mean Regulation (EU) 2016/1011 of the European Parliament and of the Council of June 8th 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (Official Journal of the EU L 171/1 of June 29th 2016);
  - 63) **Account Balance** shall mean the balance of funds deposited in the Holder's Account;
  - 64) **Strong User Authentication** shall mean an authentication that is designed in such a way as to protect the confidentiality of the authentication data and that is based on the use of two or more elements categorised as:
    - a) knowledge of something which only the Payment Service User knows,
    - b) possession of something which only the Payment Service User possesses, and
    - c) inherence, i.e. something which the Payment Service User is,
      - which are integral to such authentication and which are independent, in that the breach of one does not compromise the reliability of the others;
  - 65) **Force Majeure Event** shall mean an unforeseeable and unavoidable sudden event which is beyond the control of any of the parties to the Agreement and which is attributable to external factors, including war, terrorist attack, acts of God, etc.;
  - 66) **Sorbnet2** shall mean the Sorbnet2 real-time gross settlement system operated by the National Bank of Poland to settle domestic PLN-denominated Credit Transfers between bank accounts held with the NBP;

- 67) **Issuance of a Payment Transactions Statement** shall mean a Payer-initiated service consisting in the issuance by the Payment Service Provider operating the Payer's Payment Account of a hard-copy or electronic statement of transactions executed on that Account during a given period;
- 68) **Bank Website** shall mean the website at [www.pocztowy.pl](http://www.pocztowy.pl), whose contents include, without limitation, information on the Bank, its product and service offering, Accounts, and terms and conditions of payment services;
- 69) **DZ System** shall mean the Dokumenty Zastrzeżone Missing Document Reporting System operated by the Polish Bank Association, which, among other things, contains information on any reported missing bank documents or Identity Documents as well as other information affecting the reliability of documents;
- 70) **Means of Remote Communication** shall mean such means of remote communication that may be used to enter into and perform an Agreement while not requiring the simultaneous physical presence of the Account Holder and a representative of the Bank;
- 71) **Availability Schedule** shall mean a schedule published on the Bank Website, containing a list of participants in a given payment system and specifying the times of their availability to process incoming and outgoing Instant Credit Transfers;
- 72) **Exchange Rate Table** – shall mean the 'Exchange Rate Table of Bank Pocztowy S.A.', which lists buying and selling rates for foreign currencies and foreign exchange assets as well as the mid foreign exchange rates quoted by the National Bank of Poland and which is prepared on each Banking Day and includes the reference number of the Exchange Rate Table and its effective date and time;
- 73) **Fees and Commissions Schedule** shall mean the 'Bank Pocztowy S.A. Retail Banking Fees and Commissions Schedule'. The full text of the Fees and Commissions Schedule is available from Bank Branches and Post Office Outlets as well as online on the Bank Website;
- 74) **Payment Transaction** shall mean an act, initiated by a Payer or a Payee, of placing, transferring or withdrawing funds;
- 75) **Cross-border Debit Card Cashless Payment Transaction** shall mean a service consisting in the execution of card-present and card-not-present cashless payment transactions with a debit card in a Member State other than Poland;
- 76) **Cross-border Debit Card Cash Payment Transaction** shall mean a service consisting in the withdrawal of funds from a Consumer's Payment Account in a Member State other than Poland either by using a dedicated device or at an outlet or branch of the Payment Service Provider;
- 77) **Durable Medium** shall mean any medium which enables the Account Holder to store information addressed personally thereto in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;
- 78) **Agreement** shall mean a personal bank account, payment card and electronic and/or telephone banking agreement or any other bank account agreement between the Account Holder and the Bank, which together with these Terms and Conditions and the Fees and Commissions Schedule constitute a framework contract as defined in the Payment Services Act;
- 79) **Unique Identifier** shall mean a combination of letters, numbers or symbols specified to the Payment Service User by the Payment Service Provider, including the Payee's/Payer's Bank Account Number as specified by the Payment Service Provider operating the Account, which is provided by the Payment Service User to identify unambiguously another Payment Service User and/or his or her Payment Account for a Payment Transaction;
- 80) **Payment Services Act** shall mean the Polish Payment Services Act of August 19th 2011 (consolidated text: Dz.U. of 2022, item 2360, as amended);
- 81) **Criminal Code** shall mean the Polish Criminal Code of June 6th 1997 (consolidated text: Dz.U. of 2022, item 1138, as amended);
- 82) **Anti-Money Laundering and Combating the Financing of Terrorism Act** shall mean the Polish Anti-Money Laundering and Combating the Financing of Terrorism Act of March 1st 2018 (Dz.U. of 2022, item 593, as amended);
- 83) **Electronic Banking Service** shall mean a service consisting in providing online access to a Payment Account to enable the Account Holder to check the Account Balance, change cashless payment and debit card transaction limits or submit other instructions for the Account. As part of the Electronic Banking Service, the Bank provides access to:

- a) the Online Banking Website,  
b) the Mobile Application.
- For the trade names and functionalities of the Online Banking Website and the Mobile Application, refer to the Announcement;
- 84) **Telephone Banking Service** shall mean a service consisting in providing telephone access to a Payment Account via the Payment Service Provider's dedicated helpline to enable the Account Holder to check the Account Balance or submit other instructions for the Account. For the trade name and functionalities of the Telephone Banking Service, refer to the Announcement;
- 85) **Representative Services** shall mean services linked to a Payment Account which are most commonly used by Consumers in the domestic market and for the use of which at least one Payment Service Provider operating in the Republic of Poland charges a fee; for a list of Representative Services, refer to the applicable regulation of the Minister competent for regulating financial institutions;
- 86) **Authentication** shall mean a procedure that enables the Bank to confirm a Payment Service User's identity or the validity of a specific Payment Instrument, including through the use of Individual Credentials;
- 87) **Payment Service User** shall mean a natural person, legal person or unincorporated organisational unit having legal capacity under statute that uses payment services in the capacity of a Payer or Payee;
- 88) **Electronic and Telephone Banking Terms and Conditions** shall mean the 'Bank Pocztowy S.A. Electronic and Telephone Banking Terms and Conditions';
- 89) **Available Balance** shall mean funds in an Account, increased by any Deposits made into the Account and funds available under an overdraft facility, if any, and decreased by any drawdowns on the Account, funds placed on hold following acceptance of an instruction from the Account Holder, other restricted funds, and liabilities towards the Bank. The Available Balance does not include open Time Deposits;
- 90) **Deposit** shall mean any instruction, whether cashless or involving cash, including a Cash Deposit, which results in crediting an Account;
- 91) **Cash Deposit** shall mean a service consisting in depositing cash into a Consumer Payment Account either by using a dedicated device or at a branch of outlet of the Payment Service Provider;
- 92) **Cash Deposit Machine** shall mean a device dedicated to making Cash Deposits into Accounts using Payment Cards issued therefor, as designated by the Bank in an Announcement;
- 93) **Joint Account Holder** shall mean one of the Holders of a joint Account;
- 94) **EURIBOR (Euro Interbank Offered Rate)** shall mean an interest rate benchmark determined on each Banking Day by the European Money Markets Institute acting as the Benchmark Administrator, based on average interest rates quoted by entities participating in the Benchmark Fixing;
- 95) **SOFR (Secured Overnight Financing Rate)** shall mean an interest rate benchmark within the meaning of the BMR, which is administered by the Federal Reserve Bank of New York or its successor. Effective January 1st 2022, it superseded 1M/3M/6M USD LIBOR;
- 96) **SONIA (Sterling Overnight Interbank Average Rate)** shall mean an interest rate benchmark within the meaning of the BMR, which is administered by the Bank of England or its successor. Effective January 1st 2022, it superseded GBP LIBOR;
- 97) **SARON (Swiss Average Rate Overnight)** shall mean the Swiss franc (CHF) interest rate benchmark within the meaning of the BMR, which is administered by SIX Swiss Exchange of Zurich or its successor. The benchmark represents the average overnight interest rate of the secured funding market, based on CHF-denominated transactions in the Swiss repo market. To contracts with longer terms than ON, SARON Compound applies, which is a compound benchmark that has superseded CHF LIBOR, effective January 1st 2022;
- 98) **WIBID (Warsaw Interbank Bid Rate)** shall mean an interest rate benchmark within the meaning of the BMR, which is administered by GPW Benchmark S.A. or its successor;
- 99) **Payment Card Issuance** shall mean the service consisting in issuing a payment card as defined in Article 2.15a of the Payment Services Act of August 19th 2011;
- 100) **Issuance of a Payment Account Certificate** shall mean a service whereby the Payment Service Provider operating a Payment Account issues a certificate with information on the Payment Account or other services provided to the Consumer;



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- 101) **Drawdown** shall mean any instruction, whether cashless or involving cash, including a Withdrawal, which results in debiting an Account;
  - 102) **Withdrawal** shall mean a service consisting in withdrawing cash from a Consumer Payment Account either by using a dedicated device or at a branch or outlet of the Payment Service Provider;
  - 103) **Fee Statement** shall mean a document which the Bank provides to the Account Holder at least once a year in the form agreed between the Bank and the Account Holder and which lists all fees and commissions charged by the Bank and includes information on any applicable interest rates. The Fee Statement relates to services linked to the Holder's Payment Account;
  - 104) **Payment Order** shall mean an instruction by a Payer or Payee to the Bank, requesting the execution of a payment transaction;
  - 105) **Standing Order** shall mean a service initiated by a Payer to transfer a predetermined amount of funds at regular intervals from the Payer's Payment Account to a Payee's Payment Account.
2. Current Accounts and Foreign Currency Accounts are intended for holding funds, settling payments, and using additional Bank services offered with the Account under separate terms and conditions. The Bank reserves the right to expand its offering to include additional services. The Bank shall publish the availability dates of any new services in an Announcement.
  3. The Account Holder shall have the right to convert his or her Account into a joint Account during the term of the Agreement, subject to Clause 5a hereof. Information on the documents required for such conversion shall be available from Bank Branches and Post Office Outlets as well as online on the Bank Website.
  4. An Account Holder may be a natural person, whether a Polish resident or non-resident as defined in the Foreign Exchange Law, having full legal capacity, a Minor over 13 years of age jointly with his or her legal representative, or a Partially Incapacitated Person jointly with his or her legal representative, subject to Clause 5.6, Clause 5a and Clause 6 hereof. The provisions of Clause 1.10.1 and Clause 1.10.2 shall apply *mutatis mutandis*.
  5. Under an Agreement, an Account may be operated:
    - 1) as an individual Account for one person only, subject to the following condition:
      - a) that the person may hold with the Bank only one individual Current Account and one Savings Account of a given type, and one Foreign Currency Account for a given foreign currency, subject to Clause 36.1 hereof;
    - 2) as a joint Account for two persons, subject to the following conditions:
      - a) that either both persons are Polish residents or both are non-residents,
      - b) that the persons may jointly hold with the Bank only one Current Account and one Savings Account of a given type, and one Foreign Currency Account for a given foreign currency, each operated as a joint Account under the Agreement, subject to the provisions of Clause 36.1 hereof;
      - c) that one person may jointly with different persons hold with the Bank up to three Current Accounts and three Savings Accounts of a given type, and three Foreign Currency Accounts for a given foreign currency, each operated as a joint Account under the Agreement, subject to Clause 36.1 hereof;
  6. The terms and conditions of Payment Card Issuance, the Debit Card Service and the Electronic and Telephone Banking Services are defined in the Bank's other in-house regulations.
  7. The signature put by the Account Holder on the Agreement shall be considered his or her specimen signature, which the Account Holder shall be required to put to all of his or her instructions, warranties and representations as well as other documents related to the operation of his or her Account, subject to Clause 26.6.2 hereof.
  8. For information on the terms and conditions of payment services rendered through Third-Party Payment Service Providers as prescribed by the Payment Service Act, refer to the Announcement.
  9. Each reference herein to written instructions submitted by the Account Holder or his or her Agent shall include a reference to such instructions submitted in a form equivalent to the written form. The electronic form requirement for an effective legal transaction shall be deemed satisfied if entry into the legal transaction is confirmed with an electronic declaration of intent signed with a qualified digital signature.
  10. The provisions of:
    - 1) Clause 5.1 hereof shall apply to Agreements concluded until (and including) May 31st 2020 and to such Agreements concluded on or after June 1st 2020 that so expressly provide;

- 2) Clause 5a, Clause 5b and Clause 5c hereof shall apply to Agreements concluded on or after June 1st 2020 except so far as the Agreement provides otherwise.

## Chapter II. Account opening

### Clause 2

1. The Bank shall open an Account at a Consumer's request submitted at a Bank Branch or Post Office Outlet following the execution of an Agreement between the Consumer and the Bank.
2. The Agreement shall be executed, and the Account opening process shall be handled, at a Bank Branch or Post Office Outlet. Subject to Clause 2.6 hereof, the Agreement may also be executed at the Account Holder's place of permanent or temporary residence, with the Bank represented by duly authorised employees of the Bank or Poczta Polska S.A. For detailed information on the specific terms and conditions of opening and operating a particular Account, refer to the Announcement.
3. The Account Holder may request the opening or closing of an Account through his or her Agent provided that the Agent, upon submitting such request on behalf of the Account Holder, also presents the power of attorney granted to him or her in the form of a notarial deed or with the principal's signature duly notarised, which authorises the Agent to make such request on behalf of and for the Account Holder.
4. Subject to Clause 2.6 hereof, the Agreement shall be made in writing and shall be deemed duly executed upon its signature by a duly authorised representative of the Bank and by the Account Holder or, where the Agreement is for a joint Account, the Joint Account Holders. Where the Account Holder acts through an Agent, the Agreement shall be signed by the Agent with an indication that he or she acts on behalf of and for the Account Holder. The Agreement may also be made in a form equivalent to the written form.
5. Prior to executing the Agreement, the Bank shall provide to the person applying for an Account a draft of the Agreement with these Terms and Conditions and the Fees and Commissions Schedule attached thereto in the form agreed between the Bank and the person in order to allow him or her to read and understand their provisions. The Bank shall also, acting in the same manner, provide the Representative Service Fees Schedule to the Consumer to allow him or her to compare the Bank's offering with those of other Payment Service Providers. Following any revision of the fees charged by the Bank for services included in the list of representative services, the Bank shall provide the duly revised Representative Service Fees Schedule to the Consumers it has Agreements with.
6. At the request of the person applying for an Account, the Agreement may be executed, and the Account opened by Means of Remote Communication. In such a case, the parties shall confirm in writing the contents of the Agreement. The Agreement may be executed in the manner provided for in this Clause 2.6, subject to the Bank's offering such option.
7. The delivery and use of banking products and services under the Agreement shall be governed by the provisions thereof as well as by the provisions included in the confirmation of making a given product or service available, these Terms and Conditions, other specific terms and conditions applicable to the product or service, and the Fees and Commissions Schedule.
8. The Account Holder may use the Account following receipt from the Bank of the Account number and delivery to the Bank of a signed counterpart of the Agreement.
9. The Bank shall have the right to refuse to conclude the Agreement, subject to Clause 9 hereof. The Bank shall notify the applicant of the reason(s) for the refusal.
10. The Account Holder shall notify the Bank of any foreign pension or disability allowance he or she receives by completing and submitting to the Bank a dedicated notice form as made available by the Bank at Bank Branches and Post Office Outlets as well as online on the Bank Website.
11. If it is clear from a document or documents under which the Bank credits the Holder's Account that the amount to be credited represents a foreign pension or disability allowance, the Bank shall debit the Account with the amount of any applicable public charges payable by the Account Holder on such income to the Polish Social Insurance Institution (Zakład Ubezpieczeń Społecznych) and/or competent Tax Authorities.
12. The Account Holder shall ensure that, when required, the balance in his or her Account is sufficient to enable the Bank to meet the legal requirement imposed thereon to withhold any applicable public charges and remit them on behalf of the Account Holder to the Polish Social Insurance Institution and/or

competent Tax Authorities.

13. Where as a result of the Account Holder's failure to submit the notice referred to in Clause 2.10 hereof, applicable public charges, including income tax prepayments and public health insurance contributions, are not remitted within the prescribed time limit, the following month the Bank shall debit the Holder's Account with the amount of such past due public charges plus any costs incurred for such default.
14. The Account Holder may withdraw from the Agreement without cause within 14 days of its execution by submitting a relevant notice compliant with the dedicated form attached as an exhibit to the Agreement.
15. Notwithstanding the foregoing, if the Agreement is concluded in violation of Article 26.1–3 or Article 26.4 of the Payment Services Act, the Account Holder shall have the right to withdraw therefrom at any time but in any case no later than within 30 days from receipt of information specified in Article 27 of the Payment Services Act in the manner referred to in Article 26.1 thereof.
16. Where an Account is held jointly with another, each of the Joint Account Holders shall have the right to withdraw from the Agreement.
17. The Account Holder may at any time during the term of the Agreement request that the text of the Agreement be provided to him or her in hard copy, on a Durable Medium, or, subject to the Account Holder's prior consent, by email with the proviso that if the Agreement so provides, the Bank shall allow access to the text of the Agreement via its dedicated digital repository.
18. A person having special accessibility needs as defined in the Accessibility Act of July 19th 2019 (Dz.U. of 2022, item 2240, as amended) shall have the right to request that the Agreement, these Terms and Conditions, the Fees and Commissions Schedule and Representative Service Fees Schedule be provided to him or her in any of the following forms:
  - 1) an audio recording or a video recorded using the Polish Sign Language, or
  - 2) a Braille or large-print document.
19. The Bank shall provide the documents referred to in Clause 2.18 hereof within seven days of being requested to do so.
20. Entering into an Agreement with a PEP, PEP Family Member, or Person Known to Be a Close Associate of a PEP shall require prior consent of the Bank's senior management. No Agreement may be executed with such person until the Bank's senior management has given its consent.
21. The Bank shall refuse to conclude an Agreement in cases specified in these Terms and Conditions or where it cannot apply financial security measures in compliance with the Anti-Money Laundering and Combating the Financing of Terrorism Act.
22. A Savings Account may be opened as provided for in Clause 35.3.

### **Clause 3**

1. The Consumer shall execute the Agreement within 14 calendar days of the Bank's confirmation that it may be concluded, subject to Clause 6.3 hereof.
2. Failure to execute the Agreement within the period specified in Clause 3.1 hereof shall be construed as the Consumer's decision to forego its conclusion. In such a case, the Bank shall notify the Consumer that it has rejected his or her application to open an Account and conclude an Agreement.
3. Where the Agreement was executed by Means of Remote Communication and, thus, does not bear the Account Holder's specimen signature, the Account Holder shall be required to submit his or her specimen signature to be able to give written instructions to the Bank.
4. In connection with concluding the Agreement and when acting on instructions submitted by the Consumer under the Agreement, the Bank shall check and verify the Consumer's identity. Such identity verification shall be primarily based on Identity Documents presented by the Consumer.
5. In order to ensure an adequate level of security, the Bank may request that the Consumer, when executing the Agreement or submitting instructions thereunder, present an additional Identity Document.
6. Failure by the Consumer to present an additional Identity Document or the Bank's inability to verify it may cause the Bank's refusal to conclude the Agreement or act on an instruction.
7. No instruction submitted under the Agreement shall be accepted or executed by a Post Office Outlet unless the Consumer presents a Polish national identity card or passport for identity verification purposes.

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**Clause 3a**

1. Current Accounts operated by the Bank are differently priced according to the Account Holder's age.
2. For information on the Current Account price options available for different Consumer age groups and how to change the price option chosen, refer to the Fees and Commissions Schedule.

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**Chapter III. Joint Accounts****Clause 4**

1. The Bank operates joint Accounts.
2. During the term of the Agreement it is operated under, an individual Account, except where it is held for a person referred to in Part IV hereof, may be converted into a joint Account by properly amending the Agreement in writing.
3. If more than one Account is operated under the Agreement, the conversion shall apply to all of them.
4. The Bank shall notify the Account Holder if conversion of his or her Account into a joint Account results in a change of the type of the Account.
5. The Bank shall have the right to refuse to amend the Agreement so as to convert an individual Account into a joint Account. In such a case, the Bank shall notify the Account Holder of the reason(s) for the refusal.
6. Each of the Joint Account Holders may transact on the joint Account independently of the other Joint Account Holder and may not restrict the other Joint Account Holder's right to freely transact on the joint Account, including the right to terminate the Joint Account Agreement and give the Bank final instructions with respect to the funds in the Account upon such termination.
7. The Joint Account Holders shall be jointly and severally liable for the consequences of transacting on their Joint Account and shall be jointly and severally liable towards the Bank under the Joint Account Agreement, unless provided otherwise by applicable laws or regulations.
8. The Bank shall not execute instructions from the Joint Account Holders where such instructions are mutually exclusive, whether fully or partially, unless and until it receives a joint statement on how to proceed from the Joint Account Holders or a final and unappealable ruling on further management of the joint Account.
9. The Joint Account Holders shall inform each other about changes in the Available Balance, taking into account any transactions conducted and the information included in account statements and the Fee Statement.
10. The Bank shall refuse to accept an instruction from a Joint Account Holder or his or her successors to restrict execution by the Bank of the other Joint Account Holder's instructions, except where such restriction is ordered by a court or other competent authority under applicable laws or regulations on placing a hold on drawing from a joint Account.
11. Where a Joint Account Agreement is terminated by one of the Joint Account Holders, the Bank shall, at the request of the other Joint Account Holder, open a new Account, and the existing Account shall expire at the end of the notice period.
12. Where a Joint Account Holder dies, the Bank shall, without any instruction, continue to operate the heretofore joint Account as an individual Account for the other Joint Account Holder. This shall not apply to an Account held jointly with a Minor or a Partially Incapacitated Person as referred to in Clause 5 hereof, which shall expire upon the death of the Joint Account Holder who was the legal representative of the Minor or Partially Incapacitated Person.
13. The Bank shall execute instructions for a joint Account in the order in which they are received, taking into account the execution dates indicated therein.
14. The Joint Account Holders shall be deemed to hold equal interests in the funds deposited in the joint Account, regardless of their actual contributions, unless provided otherwise in the Agreement.

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**Chapter IV. Accounts for Minors and Partially Incapacitated Persons****Clause 5**

1. Minors over 13 years of age and Partially Incapacitated Persons may hold Accounts with the Bank jointly with their legal representatives.
2. The legal representative of a Minor or Partially Incapacitated Person is:
  - 1) each of the parents unless his or her legal custody of the Minor has been terminated or
  - 2) a court-appointed guardian or deputy.
3. A Minor may transact on his or her Joint Account subject to his or her legal representative's prior consent.
4. The opening of an Account for a Partially Incapacitated Person is subject to submission to the Bank of a court decision confirming the Person's incapacity and specifying its scope.
5. A Partially Incapacitated Person shall acquire the right to transact on his or her Account independently upon acquiring full legal capacity and submitting a documented confirmation thereof to the Bank; this also result in termination of the authority of the Person's legal representative.
6. The Bank may operate Payment Accounts for fully incapacitated persons on an individual basis, on terms and conditions agreed between the person's legal representative and the Bank, subject to any requirements existing under applicable laws and regulations.

**Clause 5a**

1. Minors over 13 years of age and Partially Incapacitated Persons may hold individual Accounts with the Bank. The Bank shall open an Account for a Minor or Partially Incapacitated Person pursuant to an Agreement concluded therewith. Such Agreement may be concluded or amended only with prior written consent of the person's legal representative.
2. The Account referred to in Clause 5a.1 hereof may be closed only with prior consent of the Account Holder's legal representative. However, if the balance in the Account exceeds the limit referred to in Clause 5b.1 hereof, prior consent of the competent guardianship court shall be required to close the Account.
3. The legal representative of a Minor or Partially Incapacitated Person shall be authorised to transact on his or her Account in the ordinary course of administering it.
4. An Account Holder who is a minor over 13 years of age or a Partially Incapacitated Person may freely transact on his or her Account in the ordinary course of administering it unless his or her legal representative objects in writing to him or her having such power. Prior consent of the competent guardianship court shall be required to transact on such Holder's Account outside the ordinary course of administering it.
5. In order to conclude an Agreement, a Minor shall present an Identity Document or a valid school ID card. In order to enable conclusion of the Agreement where the Minor chooses to present his or her school ID card, his or her legal representative shall submit a representation confirming the Minor's particulars, i.e. his or her name, nationality, national identification number (*PESEL*), and residence. In order for such representation to be effective, the legal representative shall present his or her valid Identity Document when submitting it. Anything in Clause 23.5.2–3 hereof to the contrary notwithstanding, in order to be able to withdraw cash at a Post Office Outlet, a Minor who chose to present his or her school ID card when concluding the Agreement shall be required to present his or her Identity Document.

**Clause 5b**

1. Transactions on an Account held under an Agreement by a Minor or Partially Incapacitated Person shall be deemed to be conducted in the ordinary course of administering the Account as long as: (i) they are payment transactions from the Account and (ii) in a single calendar month they do not in aggregate exceed the average monthly employee pay (excluding profit distributions) in the enterprise sector as reported and announced by President of Statistics Poland in January each year for the prior year and rounded up to the nearest hundred. The legal representative of the Minor or Partially Incapacitated Person may set a different limit that transactions on the Account must not exceed to be deemed conducted in the ordinary course of administering it. However, setting a limit higher than the average monthly employee pay in the enterprise sector as defined above in this Clause 5b.1 shall require securing prior consent of the competent guardianship court.
2. The monthly limit which must not be exceeded for transactions on the Account to be deemed conducted in the ordinary course of administering it as referred to in Clause 5b.1 hereof shall not apply to Internal Credit Transfers from the Account Holder's Current Account to his or her Savings Account or Time Deposit.

3. The legal representative of a Minor or a Partially Incapacitated Person shall be fully liable for his or her transactions.
4. By submitting such objection as is referred to in Clause 5a.4 hereof the legal representative of an Account Holder shall authorise the Bank to block the Account to prevent the Account Holder from transacting on it.
5. A change in the amount of the average monthly employee pay (excluding profit distributions) in the enterprise sector as reported and announced by President of Statistics Poland in January each year for the prior year shall result in a corresponding change in the maximum amount of transactions that can be conducted on the Account in the ordinary course of administering it from the first Banking Day of the month following the month in which the change is announced.

#### **Clause 5c**

In the month following the month in which a Minor acquired full legal capacity:

- 1) the Minor shall assume all rights and obligations under the Agreement,
- 2) the power and authority of the Minor's legal representative shall terminate.

## **Chapter V. Payment Account with Basic Features**

#### **Clause 6**

1. The Payment Account with Basic Features is intended for Consumers for whom neither the Bank nor any other Payment Service Provider, except for Krajowa Spółdzielcza Kasa Oszczędnościowo-Kredytowa, as part its business activities in the Republic of Poland operates a PLN-denominated Payment Account enabling execution of such transactions as are referred to in Clause 7.1 hereof.
2. The Bank shall open a Payment Account with Basic Features for a Consumer pursuant to an Agreement for a Payment Account with Basic Features concluded therewith, which shall specify the extent to which these Terms and Conditions shall apply to such Account.
3. A Payment Account with Basic Features may be opened:
  - 1) as an individual Account for one Consumer only, subject to Clause 6.1 hereof,
  - 2) as a joint Account for two Consumers provided that each of them meets the condition under Clause 6.1 hereof,
  - 3) for such persons as are referred to in Clause 5.1 or Clause 5.6 hereof provided that they meet the condition under Clause 6.1 hereof.
4. Upon receipt of an application to open a Payment Account with Basic Features, the Bank shall proceed to concluding an Agreement therefor as soon as practicable but in any case no later than within ten Banking Days of receiving the application unless within that period the Bank notifies the applying Consumer of its refusal to conclude the Agreement.

#### **Clause 7**

1. A Payment Account with Basic Features operated by the Bank shall enable its Holder to:
  - 1) deposit funds in the Account;
  - 2) withdraw cash from an ATM or at a Bank Branch or Post Office Outlet, including by using a payment terminal if allowed under the Agreement, in any Member State;
  - 3) execute payment transactions in any Member State, including funds transfers as referred to in Clause 7.3 hereof, in particular by using a device accepting Payment Instruments, at a Bank Branch or by electronic means of access to the Account, with the payment card linked to the Payment Account with Basic Features also enabling its Holder to execute card-not-present payment transactions and, optionally, payment transactions which result in overdrawing the Account in excess of the Available Balance (overrunning).
2. The provisions of Clause 17 hereof shall apply to overrunning.
3. Funds transfers as referred to in Clause 7.1.3 hereof shall comprise:
  - 1) Direct Debits, including one-off Direct Debit payments,
  - 2) payments effected using a payment card or other similar Payment Instrument,
  - 3) Credit Transfers, including Standing Orders.
4. Payment Accounts with Basic Features operated by the Bank shall be denominated in PLN.

#### **Clause 8**

1. The Bank shall publish the terms and conditions of a Payment Account with Basic Features and information on any applicable fees and commissions free of charge in the Announcement and the Fees and Commissions Schedule, respectively.
2. The Bank shall refer to the Central Bank Account Database to check the Consumer's compliance with the condition under Clause 6.1 hereof prior to the conclusion of the Agreement and routinely during its term.

#### **Clause 9**

1. The Bank shall refuse to conclude an Agreement for a Payment Account with Basic Features if:
  - 1) such refusal is necessary as a precaution against furtherance of a suspected offence under Article 165a or Article 299 of the Criminal Code;
  - 2) the Bank has reasonable grounds to believe that the applicant has been involved in commission of a criminal offence with the use of a Payment Account or that the applicant intends to use the Account to deposit proceeds of crime.
2. The Bank may refuse to conclude an Agreement for a Payment Account with Basic Features if:
  - 1) the applicant does not meet the condition under Clause 6.1 hereof;
  - 2) the particulars of the applicant are consistent with the particulars of a person included in an international sanctions list or the PFSA's list of public warnings;
  - 3) the applicant does not hold a valid Identity Document;
  - 4) the applicant is found to have grossly breached a previously concluded Agreement, which was consequently terminated;
  - 5) the applicant has failed to execute the Agreement at a Bank Branch or by Means of Remote Communication within the time limit specified in Clause 6.4 hereof;
  - 6) the applicant is not legally resident in a Member State;
  - 7) the applicant failed to provide his or her address of residence or correspondence address in the Republic of Poland.
3. Where Clause 9.1 or Clause 9.2 applies, the Bank shall promptly notify the applicant of its refusal to conclude the Agreement and the reason(s) therefor unless such notification poses a risk to the national security or public order or constitutes a violation of law, including the Anti-Money Laundering and Combating the Financing of Terrorism Act.

#### **Clause 10**

1. The Bank may terminate an Agreement for a Payment Account with Basic Features where:
  - 1) the Account Holder has wilfully or through gross negligence used the Account for unlawful purposes;
  - 2) funds held in the Account may be reasonably suspected to be proceeds of crime or be related to criminal activity;
  - 3) no transaction has been conducted on the Account for more than 24 consecutive months, except for charging fees or adding interest accrued on funds held in the Account;
  - 4) the Account Holder provided false information and/or failed to disclose true information as requested in the application to conclude an Agreement for a Payment Account with Basic Features and provision of true information and/or disclosure of requested information, as appropriate, would have resulted in the rejection of the application;
  - 5) the Account Holder is not legally resident in a Member State;
  - 6) the Account Holder has entered into another Payment Account agreement which allows him to perform such transactions as are referred to in Clause 7.1 in the Republic of Poland;
  - 7) the Bank is unable to apply any of the financial security measures under the Anti-Money Laundering and Combating the Financing of Terrorism Act, including by reason of the Account Holder's failure to provide information or documents required under Clause 49.14, or the Bank has reasonable grounds to suspect that the Account is being misused; or
  - 8) the true purpose of the Account Holder's use of the Account or the nature and purpose of the Account Holder's transactions cannot be determined.
2. Where Clause 10.1.3, Clause 10.1.5, Clause 10.1.6, Clause 10.1.7, or Clause 10.1.8 hereof applies, the Bank shall provide the Account Holder free of charge with a hard-copy or electronic termination notice

accompanied by a statement of reasons for the termination unless such notification poses a risk to the national security or public order or constitutes a violation of the Anti-Money Laundering and Combating the Financing of Terrorism Act.

3. The Bank may terminate an Agreement for a Payment Account with Basic Features:
  - 1) on at least two months' notice or
  - 2) with immediate effect if any of Clause 10.1.1, Clause 10.1.2 or Clause 10.1.4 applies.
4. Upon termination of the Agreement, the Account Holder shall be required to submit such instruction as is referred to in Clause 49.4 hereof. The provision set forth in the second sentence of Clause 49.4 hereof shall apply *mutatis mutandis*.

## Chapter VI. Power of attorney

### Clause 11

1. If the Account Holder has full legal capacity, he or she may appoint a natural person having full legal capacity as an Agent under a power of attorney with authority to transact on the Holder's Account, subject to Clause 11.9 hereof.
2. The Account Holder shall be liable for any actions performed by his or her Agent within the scope of the power of attorney granted thereto.
3. Unless provided otherwise in the power of attorney and subject to Clause 11.11, the Agent shall have the same power and authority as the Account Holder to transact on his or her Account and perform any other acts related to its operation, save for:
  - 1) concluding, amending or terminating the Agreement,
  - 2) concluding, amending or terminating a Payment Account Overdraft Facility Agreement,
  - 3) changing the Account Holder's personal details, address or contact telephone number,
  - 4) concluding or terminating a payment card agreement,
  - 5) submitting, changing or cancelling a Cash Payment Order as provided for in Clause 23.9 hereof,
  - 6) changing the type of the Account,
  - 7) submitting a Pay-on-Death Order on behalf of the Account Holder,
  - 8) delegating the power and authority granted to the Agent under the power of attorney in favour of any other person,
  - 9) opening a Savings Account as provided for in Clause 35 hereof.
4. Granting a power of attorney to transact on a joint Account shall require consent of both Joint Account Holders.
5. A power of attorney granted for a joint account may be revoked at any time by either of the Joint Account Holders, with such revocation to be effective for the other Joint Account Holder.
6. Subject to the provisions of Clause 11.10 hereof, a power of attorney to transact on an Account shall be ineffective unless granted in writing in the form of a statement made by the Account Holder in the presence of an employee of a Bank Branch or Poczta Polska S.A. or in the presence of a notary, with the Account Holder's signature on the power of attorney duly notarised.
7. The power of attorney shall terminate upon revocation, expiry of the period for which it was granted, the Agent's death, or the death of the Account Holder or, if the Account is held jointly, of both Joint Account Holders.
8. The signature put by the Agent on the power of attorney shall be considered his or her specimen signature, which the Agent shall be required to put to all of his or her instructions submitted to the Bank.
9. Where funds held in the Account are put up as collateral for a credit facility, loan or other agreement, a legal person or an unincorporated organisational unit may also be appointed an Agent.
10. A power of attorney may be granted or revoked via the Electronic or Telephone Banking Service, subject to the availability of such functionality.
11. By granting a power of attorney, the Account Holder also consents to the Agent using the Electronic and Telephone Banking Services.
12. The Agent shall submit his or her specimen signature to the Bank in the presence of an employee of a Bank Branch or Poczta Polska S.A. or of a notary as soon as practicable after being granted a power of attorney to transact on the Holder's Account but in any case prior to executing the first transaction under the power of attorney. The Account Holder shall notify the Agent of this requirement.



## Chapter VII. Fees and commissions

### Clause 12

1. For operating a Payment Account, the Bank shall charge fees and commissions in accordance with the Fees and Commissions Schedule; an extract from the Schedule corresponding to the products and services to be provided under the Agreement and the Representative Service Fees Schedule shall be attached to the Agreement.
2. The extract from the Fees and Commissions Schedule referred to in Clause 12.1 hereof shall contain information on the amount and rates of fees and commissions applicable to Payment Accounts operated by the Bank as at the date of the Agreement. The Representative Service Fees Schedule shall contain information on the fees charged by the Bank for representative services as at the date of the Agreement.
3. Unless provided otherwise in the Agreement, the Bank shall charge any applicable fees and commissions by debiting the Holder's Account. The Account Holder acknowledges and agrees that the Bank shall be authorised to debit his or her Account with the amount of any fees and commissions due to the Bank for operating the Account without any other instruction.
4. The Account Holder shall ensure that, when required, the balance in his or her Account is sufficient to enable the Bank to collect the fees and commissions due thereto for operating the Account and, where appropriate, for providing additional services to the Account Holder.

### Clause 13

1. When determining the type, amounts and rates of fees and commissions charged for activities related to the performance of the Agreement, the Bank shall take into account the following factors:
  - 1) the direct cost of the activity;
  - 2) costs of services provided by third parties in connection with the performance of the Agreement, including the costs energy, telecommunications, postal services and interbank settlements;
  - 3) consumer price index as published by Statistics Poland;
  - 4) the amount of the average monthly employee pay (excluding profit distributions) in the enterprise sector as announced by Statistics Poland;
  - 5) the scope and/or form of services to be provided under the Agreement;
  - 6) functionalities required to deliver the products and services under the Agreement and related system requirements;
  - 7) applicable laws and regulations;
  - 8) best banking or financial practices as recommended by competent regulatory authorities and the Polish Bank Association.
2. Subject to Clause 4 hereof, the Bank shall revise the amounts and/or rates of fees and commissions:
  - 1) if consumer prices increase or decrease by at least 0.5% year on year, with such change to be determined every six months based on monthly consumer prices indices published by Statistics Poland;
  - 2) if the average monthly employee pay (excluding profit distributions) in the enterprise sector increases or decreases by at least 1% year on year, with such change to be determined every six months based on the amounts of such pay as announced by Statistics Poland on a monthly basis;
  - 3) where as a result of changes in the costs of interbank settlements and/or third-party services contracted by the Bank in connection with performance of the Agreement, the cost of delivery by the Bank of the products and services which the fees and commissions apply to increases or decreases by at least 1% relative to the prior six-month period;
  - 4) if the Bank and the Consumer agree to expand or limit the scope and/or form of services provided under the Agreement;
  - 5) following introduction of amendments to applicable laws and regulations, affecting the amounts and rates of fees and commissions charged by the Bank;

- 6) following introduction of changes in best banking and financial practices as recommended by regulatory authorities, the Polish Bank Association or other competent authorities, affecting the amounts and rates of fees and commissions charged by the Bank.
3. The Bank shall review the factors referred to in Clause 13.2 within 45 days of the end of each half of the calendar year. If as a result of such review, the Bank determines that a revision in fees and commissions is warranted, it shall increase or decrease, as appropriate, the amount or rate of the fee or commission which is directly or indirectly affected by a given factor to a degree corresponding to the effect of the change in that factor on the amount or rate of the fee or commission.
4. The Bank may decide not to increase fees or commissions despite such increase being warranted with the proviso that it may take into account the increase in the indices referred to in Clause 13.2 hereof for a given period during the next revision of fees and commissions in accordance with Clause 13.3 hereof.
5. The Bank reserves the right to introduce new fees and commissions:
  - 1) if the Bank and the Account Holder agree to expand the scope and/or form of services provided under the Agreement and/or to impose new obligations on the Bank in connection with the performance of the Agreement or introduction of new products or services;
  - 2) following introduction of amendments to applicable laws and regulations, imposing on the Bank additional obligations in connection with the conclusion or performance of the Agreement;
  - 3) following introduction of changes in best banking and financial practices as recommended by regulatory authorities, the Polish Bank Association or other competent authorities, imposing on the Bank additional obligations in connection with the conclusion or performance of the Agreement.
6. The amounts of fees shall reflect the actual costs incurred by the Bank to deliver the product or service they are charged for and the actual labour intensity of such delivery.
7. At the request of a Consumer, the Bank may perform activities other than those listed in the Fees and Commissions Schedule with the proviso that to the extent permitted by the law it may charge an additional fee or commission for such performance as agreed with the Consumer.
8. Irrespective of whether changes in the factors referred to in Clause 13.2 hereof warrant a revision in any fees or commissions, the Bank reserves the right to temporarily reduce fees and commissions as part of its promotional activities with the proviso that following the end of a promotional campaign it may apply to products and/or services covered by the campaign other fees and commissions than those applicable during the campaign.
9. For cross-border EUR-denominated payments the Bank shall charge the same fees as for equivalent domestic PLN-denominated payments plus any applicable currency conversion fees.
10. Revision of existing fees and commissions and introduction of new ones as referred to in this Clause 13 shall be carried out in accordance with Clause 14 hereof.

#### **Clause 14**

1. The Account Holder shall be notified in writing of the proposed effective dates of any revised or newly introduced fees and/or commissions. Such notice shall be given in a manner specified in the Agreement no later than two months prior to such proposed effective date. The Bank shall also make information on any revision in fees and commissions available from Bank Branches and Post Office Outlets as well as online on the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl).
2. In the absence of the Account Holder's objection to the proposed revision, the Bank shall deem the Account Holder to have consented thereto. The Account Holder's objection to the proposed amendment shall result in termination of this Agreement on the day preceding the proposed effective date of the amendment, with no termination fees applicable. The Account Holder shall also have the right to terminate the Agreement prior to the proposed effective date of the revision with effect from the date of being notified thereof but in any case no later than from the proposed effective date, with no termination fees applicable. Where Time Deposit are held under the Agreement, Clause 54 hereof shall apply.
3. Any fees or commissions charged periodically for services provided under the Agreement shall be due to the Bank only for the term of the Agreement. If the Agreement is terminated, any prepaid fees and commissions shall be reimbursed on a pro rata basis.

## Chapter VIII. Interest and foreign exchange rates

### Clause 15

1. Depending on the Agreement with the Account Holder, funds held in the Account shall not bear interest or shall bear interest at a variable rate applicable on a per-annum basis as indicated in the Announcement.
2. The interest type and rate shall be specified in the Agreement on the date the Account is opened. If the Account is opened on a date other than the date of the Agreement, such information shall be provided on the Account opening confirmation.
3. Funds held in an interest-bearing Account shall accrue interest at a variable rate equal to the reference interest rate plus the Bank's margin, rounded to two decimal places, subject to Clause 15.5, Clause 15.7 and Clause 16 hereof. The applicable interest rate may also depend on the Account balance, subject to Clause 15.6 hereof.
4. The reference rate for PLN-denominated Accounts bearing interest at variable rates shall be the deposit rate as quoted by the National Bank of Poland and published on the NBP website at [www.nbp.pl](http://www.nbp.pl). The reference rate for a Foreign Currency Account bearing interest at a variable rate shall be the benchmark rate announced by the central bank or other authority determining the monetary policy for the currency in which the Account is denominated.
5. The interest rate applicable to funds held in an Account shall change if at least one of the following conditions is met:
  - 1) the reference rate is revised by a minimum of 0.25 percentage points. In such a case, the Bank shall reset the interest rate applicable to the Account in accordance with the direction and value of such revision no later than within three months from the date of its announcement;
  - 2) the margin applied by the Bank to the Account is changed relative to the previously applicable margin for such reasons and in such manner as are referred to Clause 16 hereof.
6. For an Account which bears interest at a rate contingent on the Account balance, interest shall be calculated on the Account balance as at the end of a Banking Day at a rate applicable to the amount of such balance. For the values of interest rates applicable from different Account balance thresholds, refer to the Announcement, which is attached to the Agreement as an integral part thereof.
7. Where the value of the interest rate calculated in accordance with Clause 15.3 hereof is negative, the Bank shall assume the interest rate to be 0 (nil).

### Clause 16

1. The Bank shall have the right to change the margin it applies to PLN-denominated Accounts bearing interest at a variable rate if at least one of the following conditions is met:
  - 1) 1M WIBID is revised by at least 0.02 percentage points;
  - 2) the yield on Polish Treasury bills is revised by at least 0.1 percentage points in the last 24 months relative to the previously announced yield;
  - 3) the yield on Polish Treasury bonds is revised by at least 0.1 percentage points relative to the previously announced yield, according to information published in the 'Treasury BondSpot Poland@ > Notowania' tab of the website at <https://www.bondspot.pl>;
  - 4) the Monetary Policy Council or other competent authority changes the minimum reserve and allowance requirements;
  - 5) a requirement is imposed on the Bank to recognise provisions or allowances or to pay fees, taxes or other charges which the Bank was not required to recognise or pay as at the date of the Agreement, with such change in the margin to be carried out in accordance with Clause 16.3 hereof.
2. The Bank shall have the right to change the margin it applies to Foreign Currency Accounts bearing interest at a variable rate if at least one of the following conditions is met:
  - 1) 1M EURIBOR or SARON, SOFR or SONIA, as appropriate, is revised by at least 0.02 percentage points;
  - 2) the competent authority in the country where the currency in which in the Account is denominated is legal tender changes the minimum reserve or allowance requirements for that currency;
  - 3) a requirement is imposed on the Bank to recognise provisions or allowances or to pay fees, taxes or other charges which the Bank was not required to recognise or pay as at the date of the Agreement, with such change in the margin to be carried out in accordance with Clause 16.3 hereof.
3. When changing the margin, the Bank shall comply with the following rules:

- 1) the margin shall not be changed more than twice a year if such change adversely affects the Account Holder;
  - 2) where a change in the margin is prompted by satisfaction of any of the conditions specified in Clause 16.1.1–3 or Clause 16.2.1 hereof, the direction of such change shall be consistent with the direction of the change in the relevant benchmark;
  - 3) where a change in the margin is prompted by satisfaction of any of the conditions specified in Clause 16.1.4–5 or Clause 16.2.2–3 hereof, the direction of such change shall be opposite to the direction of the change in the factor(s) referred to in the condition;
  - 4) no change in the margin shall be higher than the corresponding change in the benchmark(s) or other factor(s) prompting the change.
4. The Bank reserves the right to temporarily increase the interest rate by adding a promotional margin thereto as part of the Bank's promotional activities. The Bank shall notify the Account Holder of the promotional margin in accordance with Clause 16.5–6 hereof.
  5. No increase or other change in the interest rate resulting from a change in the reference rate shall require prior notice to the Account Holder, and such increase or other change shall be notified in accordance with Clause 16.6 hereof, anything in Clause 52.4 hereof to the contrary notwithstanding.
  6. The Bank shall notify the Account Holder of a change in the interest rate:
    - 1) by indicating the changed interest rate on the first account statement generated following the change and providing that statement to the Account Holder in the manner specified by him or her in the Agreement; and
    - 2) by announcing the changed interest rate online on the Bank Website as well as publishing a relevant Announcement in Bank Branches and Post Office Outlets.
  7. If a change in the interest rate is prompted by a change in any of the benchmarks or other factors referred to in Clause 16.1–2 hereof, the Bank shall notify the Account Holder of such interest rate change no later than two months prior to its proposed effective date by indicating it on the account statement provided to the Account Holder in the manner specified by him or her in the Agreement. Clause 53 hereof shall apply *mutatis mutandis*.
  8. The interest rates applicable to Accounts are specified in a relevant Announcement available from Bank Branches and Post Office Outlets as well as online on the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl).

#### Clause 17

1. Interest on funds in an Account shall accrue from the date a Deposit is posted to the Account to (and including) the date preceding a Drawdown thereon.
2. Interest on funds held in a Current Account shall accrue and be posted on a quarterly basis, on the last day of a given quarter unless the Agreement or these Terms and Conditions provide otherwise.
3. Interest on funds held in a Savings Account or Foreign Currency Accounts shall accrue and be capitalised once a month unless the Agreement or these Terms and Conditions provide otherwise.
4. If a Drawdown on the Account results in overrunning, the Bank shall charge interest on the amount of the unauthorised overdraft as follows:
  - 1) for Agreements concluded before January 1st 2016 – at a rate equal to four times the Lombard rate charged by the National Bank of Poland per year. The interest rate on the amount of unauthorised overdraft shall be changed following a revision in the NBP Lombard rate from the effective date of the Monetary Policy Council's resolution introducing such revision;
  - 2) for agreements concluded on or after January 1st 2016 – at a maximum annual rate as defined in the Civil Code of April 23rd 1964 (consolidated text: Dz.U. of 2022, item 1360, as amended). The statutory interest rate is the sum of the NBP reference rate and 3.5 percentage points. The effective reference rate is announced by the Monetary Policy Council and published on NBP website. Any revision in the statutory interest rate shall automatically prompt a change in the rate at which the Bank charges interest on unauthorised overdraft from the effective date of such revision. The effective statutory interest rate is announced by the Minister of Justice in the Monitor Polski Official Gazette.
5. The Bank shall notify the Account Holder of any change in the interest rate referred to in Clause 17.4:
  - 1) by indicating on the first account statement generated following the change the value of the changed interest rate effective as at the date of that statement and providing that statement to the Account Holder in the manner specified by him or her in the Agreement; and
  - 2) by announcing the changed interest rate on the Bank Website and as specified in Clause 16.6.2 hereof.

6. Interest shall accrue for the period from the date unauthorised overdraft is incurred to the date preceding its repayment. The Account Holder shall repay the amount of any unauthorised overdraft promptly after it is incurred, plus any interest accrued thereon and any applicable costs. The Bank shall notify the Account Holder of any unauthorised overdraft by sending thereto a written reminder or notice to repay it provided that the amount of such overdraft is higher than the applicable mailing fee as specified in the Fees and Commissions Schedule; otherwise the amount due shall be indicated on the account statement.
7. If the Account Holder fails to repay any unauthorised overdraft in accordance with Clause 17.6 hereof within the time limit specified by the Bank in the notice to repay the overdraft, the Bank may terminate the Account Agreement without any prejudice to the Bank's right to seek redress through an enforced collection action against the Account Holder, with the costs of such process payable by the Account Holder.
8. During the period of unauthorised overdraft on the Account, any Deposits made into the Account shall be applied towards repayment of any amounts due to the Bank in the following order:
  - 1) towards repayment of commissions, fees and other costs payable to the Bank,
  - 2) towards repayment of interest on past due debt,
  - 3) towards repayment of matured (past due) interest,
  - 4) towards repayment of debt,
  - 5) towards repayment of interest accrued which is not past due.
9. For the interest calculation purposes, a year shall be assumed to be 365 days long and a month to be as long as the actual number of corresponding calendar days.
10. Interest and other dues for which the Bank acts as a remitter shall be taxable pursuant to the Personal Income Tax Act of 26 July 1991 (consolidated text: Dz.U. of 2022, item 2647, as amended), subject to Clause 17.11 hereof.
11. If the Account Holder submits a tax residency certificate to the Bank, the Bank shall apply the tax rates under the relevant double taxation treaty.
12. Where a Joint Account is operated for non-residents who receive from the Bank information on interest paid and tax withheld, the interest paid shall be taxable pro rata to each of the Joint Account Holder's ownership interest in the jointly held funds or, if the percentage of such ownership interest is not specified, pro rata to the number of the Joint Account Holders.

#### **Clause 18**

1. When executing a Payment Order from an Account in a currency other than the currency the Account is denominated in, the Bank shall convert the funds ordered to be paid at reference buying or selling rates, as appropriate, in effect at the Bank at the order execution time, which the Bank announces in the form of the Exchange Rate Table referred to in Clause 18.8 hereof. The foreign exchange rates in effect at the Bank are Reference Exchange Rates as defined in the Payment Services Act.
2. Account Holders may deposit and withdraw foreign currencies at Bank Branches which handle such Deposits and Withdrawals and whose list is available on the Bank Website.
3. The Bank's Reference Exchange Rates as defined in the Payment Services Act shall be equal to the corresponding interbank foreign exchange rates effective as at the date and time of preparing the Exchange Rate Table, plus or minus any foreign exchange margin applied by the Bank depending on the currency. Such foreign exchange margins are determined based on foreign exchange margins applied by other banks, the volume of the Bank's trade in a particular currency, and the existing and expected exchange rate risk related to a particular currency.
4. Buying and selling rates for foreign exchange assets shall apply to:
  - 1) converting the Account currency to another currency,
  - 2) executing Drawdowns on the Account if the currency of the Drawdown order is different from the Account currency,
  - 3) executing SEPA Credit Transfers,
  - 4) executing Foreign Currency-Denominated Credit Transfer.
5. Buying and selling rates for foreign currencies shall apply to:
  - 1) Cash Deposits made into the Account Holder's Foreign Currency Accounts if the currency of the deposit is different from the Account currency,
  - 2) Withdrawals from the Account Holder's Foreign Currency Accounts if the currency of the withdrawal is different from the Account currency.
6. Changes in the Bank's Reference Exchange Rates may be prompted by and shall correspond to changes in mid foreign exchange rates quoted by the National Bank of Poland, changes in interbank foreign exchange rates, and changes in any of the factors determining the Bank's foreign exchange margins.

Following a change in a foreign exchange rate as referred to in the preceding sentence during a Banking Day, the Bank shall publish a new Exchange Rate Table, assigning thereto a new serial number and indicating its effective time.

7. Each Banking Day, the Bank shall publish an Exchange Rate Table in accordance with Clause 18.8 hereof; each such table shall be effective until the effective date and time of the next Exchange Rate Table with a new serial number.
8. The Exchange Rate Table shall be posted on notice boards at Bank Branches as well as online on the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl). The Bank shall have the right to change the Reference Exchange Rates during the day with immediate effect without prior notice to the Account Holder unless provided otherwise in the Agreement. The manner in which the Account Holder is to be notified of changes in foreign exchange rates shall be specified in the Agreement.
9. Negotiated rates shall apply to individually negotiated transactions and shall be notified to the Account Holder prior to entering into such transaction.
10. Where the Bank offers a currency conversion service for Credit Transfers initiated online, whether via a dedicated banking website or mobile banking application, the Bank shall, prior to initiating a Cross-border Payment, notify the Payer of any estimated currency conversion fees applicable to such Credit Transfer.
11. Prior to initiating a Cross-border Payment, the Bank shall notify the Payer of the estimated total amount of the Credit Transfer in the currency of his or her Account, including any applicable transaction and currency conversion fees. The Bank shall also indicate the estimated amount to be transferred to the Payee in the currency of his or her Account.

## Chapter IX. Payment services

### Clause 19

1. In order to initiate and enable the Bank to execute a Payment Order, the Account Holder shall, subject to Clause 19.2. hereof, indicate, as a minimum, the Payee's Bank Account Number, the amount and currency of the payment transaction, and a brief description thereof. Where a Payment Order is placed through a Third-Party Payment Service Provider, the information referred to in this Clause 19.1 shall be submitted by the Provider.
2. The Bank may request provision of additional details to identify the Payee, including his or her full name and address.
3. The Bank shall execute Standing Orders and deferred Payment Orders provided that the Account Holder ensures that the balance in the Account is sufficient to transfer the amount specified in such order and cover any applicable fees and commissions due the Bank as specified in the Fees and Commissions Schedule.
4. The Account Holder shall ensure such balance as is referred to in Clause 19.3 from (and including) the date preceding the date of executing such order until its execution. If the Account balance is insufficient on the date preceding the order execution date but then sufficient funds are made available on the latter date, Clause 24.4.2 hereof shall apply.
5. The Bank shall be required to take action to recover any amount transferred in a payment transaction executed with a wrong Unique Identifier. To this end, no later than three Banking Days of receiving an incorrect payment transaction report from an Account Holder, the Bank shall:
  - 1) if it operates the Payee's Account – notify the Payee in writing:
    - a) that the Account Holder has reported a payment transaction made using a wrong Unique Identifier and that the Payee has the option to refund the amount received as a result of the transaction to the Bank's dedicated refund account free of charge;
    - b) of the obligation to provide the Account Holder with the Payee's personal details to enable the former to seek refund of the amount transferred in the incorrect payment transaction if the Payee fails to refund the amount within one month of being notified of the situation;
    - c) of the exact date on which the deadline for making the requested refund passes;
    - d) of the refund account number;
  - 2) if it does not operate the Payee's account – request that the Payee's bank take action to recover the amount transferred in the incorrect payment transaction and provide that bank such information as may be necessary to take such action.

6. Where the Bank operates the Payee's Account, and the Payee has refunded the amount received in the incorrect payment transaction, the Bank shall, no later than within one Banking Day from crediting the refund account with that amount, credit it to the Account of the Holder being the original Payer.
7. Where the Bank does not operate the Payee's Account, and the Payee has refunded the amount received in the incorrect payment transaction through his or her bank, which has accordingly credited the Bank's refund account, the Bank shall, no later than within one Banking Day from its refund account being credited with the refunded amount, credit it to the Account of the Holder being the original Payer.
8. If the Bank is unable to procure that the Holder's Account be credited with the refunded amount, the Bank shall, no later than within three Banking Days of its refund account being credited with the amount, notify the Account Holder of the option to transfer it to another bank account number as indicated by the Account Holder or to withdraw it in cash:
  - 1) If the Account Holder indicates another bank account number for such transfer, the Bank shall, within one Banking Day of the Account Holder making such indication, credit that account with the refunded amount;
  - 2) If the Account Holder does not indicate another bank account number, he or she may withdraw the amount at any time on request.
9. If, within one month from receipt of a report of a payment transaction made using a wrong Unique Identifier, action taken under this Clause 19 to recover the amount transferred in the transaction is unsuccessful and the amount is not refunded, the Account Holder may request in writing that the Bank provide him or her with the Payee's details, whereupon the Bank shall within three Banking Days:
  - 1) if it operates the Payee's account – provide the Account Holder with the Payee's full name and address of residence or registered address, as appropriate;
  - 2) if it does not operate the Payee's account – request that the Payee's bank provide it with those details to enable the Account Holder to recover the amount.The Bank shall transmit the details received from the Payee's bank to the Account Holder no later than within three Banking Days of their receipt.
10. The debit Value Date for the Account shall be no earlier than the time at which the amount of the payment transaction is actually debited from the Account.

#### **Clause 20**

1. Funds may be deposited in an Account in the form of:
  - 1) a Cash Deposit made at one of the Post Office Outlets accepting such Deposits or at a cash desk of the Bank or another bank by filling out and submitting a publicly available deposit slip or by using the payment card linked with the Account to place such Deposit in a Cash Deposit Machine;
  - 2) cashless payment.
2. Payment Orders may be placed:
  - 1) using dedicated hard-copy forms,
  - 2) electronically,
  - 3) by giving oral instructions, confirmed with a printout signed by a person authorised give such instruction,
  - 4) by phone.
3. A Deposit can be made by anyone who knows the Payee's Account number.
4. The depositor shall be solely responsible for any consequences of indicating a wrong Account number.

#### **Clause 21**

1. The Account Holder may pay his or her liabilities towards third parties by setting up a Direct Debit from his or her Account. For the detailed terms and conditions of setting up, blocking and cancelling a Direct Debit, refer to the Announcement.
2. A Direct Debit is an instruction given to the Bank by a Payee to debit the Holder's Account and credit the debited amount to the Payee's account, with the Account Holder's prior consent.
3. Termination of the Agreement shall result in the revocation of the Account Holder's consent referred to in Clause 21.2 hereof.

#### **Clause 22**

1. The Bank shall accept Payment Orders placed in hard copy at Post Office Outlets on a date other than a Banking Day on the first Banking Day after their placement.
2. A Cash Deposit made at a Bank Branch into an Account operated by the Bank, whether by the Account Holder or by a third party, in the currency in which the Account is denominated shall be made available in

the Account as soon as practicable after the Bank receives the deposited funds, but in any case no later than on the same Banking Day, and shall be Value Dated on the date the Deposit is made on.

3. The Bank shall post funds transferred in a payment transaction to the intended Payee's Account and Value Date them on the same Banking Day as it receives the funds.
4. The Bank shall make such funds as are referred to in Clause 22.3 hereof available to the Account Holder immediately upon receiving them, on condition that:
  - 1) the Bank is not required to convert currency, or
  - 2) the Bank is only required to convert the currency of a Member State into the currency of another Member State, including where one of the currencies is the euro.
5. Clause 22.4 shall also apply to payment transactions between Accounts which are both held with the Bank.

### Clause 23

1. Cash may be withdrawn from an Account through execution of a instruction given:
  - 1) using a dedicated hard-copy form available at a Bank branch or Post Office Outlet,
  - 2) by placing a Cash Payment Order order,
  - 3) by placing a postal money order,
  - 4) by using a payment card,
  - 5) orally at a Bank Branch or a Post Office Outlet with a capacity to execute such instruction.
2. For the Withdrawal service availability dates and times at different Post Office Outlets, refer to the Announcement on the Bank Website.
3. Orders to withdraw less than PLN 10 shall not be accepted.
4. The Bank shall announce any changes in the minimum amount of Withdrawal in an Announcement and on the Bank Website.
5. If withdrawn otherwise than by payment card, cash shall be handed over:
  - 1) where the Withdrawal is to be made based on a postal money order – to the Payee indicated in the order (it is required to indicate the person's full name and the address where cash is to be collected) in accordance with the applicable Poczta Polska postal money order terms and conditions;
  - 2) where the Withdrawal is to be made based on an oral instruction – to the Account Holder or Agent upon presenting his or her Identity Document or, if the Account Holder is a Minor, his or her school ID card and confirming the Withdrawal form;
  - 3) where the Withdrawal is to be made otherwise – to the Account Holder or Agent upon presenting his or her Identity Document or, if the Account Holder is a Minor, his or her school ID card and submitting a properly filled in Withdrawal form.
6. Cash may be:
  - 1) withdrawn at any Post Office Outlet or Bank Branch,
  - 2) collected at an address indicated by the Account Holder, subject to prior submission of a Cash Payment Order or postal money order,
  - 3) withdrawn by using a payment card, subject to applicable Payment Card Terms and Conditions.
7. Where cash is to be collected by the Payee under a Cash Payment Order, the Bank shall place on hold the amount of the ordered cash payment in the Account to be debited no earlier than three Banking Days before the payment date. The amount placed on hold shall not be available to the Account Holder. The Bank shall release the hold following receipt from the Post Office Outlet of a notification that no cash has been collected under the Cash Payment Order no later than within 14 calendar days after the indicated payment date.
8. The amount of a postal money order cannot exceed the applicable limit, which is set under separate regulations. The amount of a Cash Payment Order cannot exceed the postal money order limit, and under such order cash is paid only in whole zlotys.
9. Under a Cash Payment Order, cash is paid in accordance with the following provisions:
  - 1) The Account Holder may submit a Cash Payment Order in person at a Post Office Outlet or Bank Branch, by mail addressed to the Bank, or by phone using the Telephone Banking Service, with such order to specify the type of order, the amount and date of the payment, and the address where cash is to be delivered, which must not be the address of a Post Office Outlet or Bank Branch;
  - 2) a Cash Payment Order submitted at a Post Office Outlet or Bank Branch by the time specified in the Announcement shall be deemed to have been received by the Bank at the time the order is submitted. A Cash Payment Order submitted at a Post Office Outlet or Bank Branch on a date other than a Banking Day or later than the time specified in the Announcement shall be deemed to have been received by the Bank on the first Banking Day after the order is submitted;
  - 3) a Cash Payment Order may be a Standing Order or a one-off payment;



- 4) either of the Joint Account Holders may withdraw cash from their joint Account under a Cash Payment Order;
- 5) cash may be paid up to the Available Balance;
- 6) where the amount of a Cash Payment Order is greater than the Available Balance in the Account to be debited and the amount of the Available Balance is at least 90% of the amount of the order and no less than PLN 10, the Bank shall execute the order up to the Available Balance;
- 7) where the Payee fails to collect cash at the address indicated in the Cash Payment Order, the Account Holder may withdraw cash based on the order within ten calendar days from the date indicated therein at the Post Office Outlet serving the area where the original delivery address is located;
- 8) the Account Holder may amend or cancel a Cash Payment Order in person at a Post Office Outlet or Bank Branch, by mailing an amendment or cancellation order to the Bank, or by phone using the Telephone Banking Service;
- 9) the Account Holder shall be required to ensure that there are sufficient funds in his or her Account to execute the Cash Payment Order at least one Banking Day before the payment date indicated therein.
10. Under a postal money order, cash may be paid from an Account in accordance with the following provisions:
  - 1) The Account Holder shall instruct the Bank via the Telephone Banking Service or otherwise as agreed with the Bank to execute a postal money order, indicating its amount, the Payee's full name, and the delivery address;
  - 2) placing a postal money order via the Telephone Banking Service is subject to verifying the Account Holder's identity;
  - 3) the Account which cash is to be paid from under a postal money order shall be debited with the amount of the payment on the same day as the order is placed or on the first Banking Day after its placement depending on whether the order is placed by or after the time specified in the Announcement;
  - 4) following acceptance of a postal money order for an amount of PLN 1,000 or more, prior to its execution, the Bank may confirm the order with the Account Holder via the Telephone Banking Service by calling the telephone number provided in the Agreement. If the Bank is unable to confirm the order for reasons attributable to the Account Holder, the order shall not be executed;
  - 5) postal money orders shall be executed in compliance with the Polish Postal Law of 23 November 2012 (consolidated text: Dz.U. of 2022, item 896, as amended) and any applicable subordinate legislation;
  - 6) any cash which is remitted using a postal money order but which is not collected shall be refunded to the drawer less any applicable postal fees charged by Poczta Polska S.A. in accordance with the postal fees schedule published online at [www.poczta-polska.pl](http://www.poczta-polska.pl).
11. The Account Holder may withdraw cash from his or her Account up to the Available Balance, subject to the provisions hereof applicable to Cash Payment Orders, postal money orders, and Withdrawals by payment card. The Bank may introduce the requirement to give a Post Office Outlet or Bank Branch at least two Banking Days' prior notice before withdrawing an amount in excess of PLN 20,000. The Bank shall announce the introduction of such requirement and any changes in the threshold amount therefor in an Announcement.
12. The Bank may request that the person withdrawing cash present his or her national identity card or passport.

#### **Clause 24**

1. An Account can be drawn on through execution of any of the following cashless payment transactions: Credit Transfer, SEPA Credit Transfer, Internal Credit Transfer, Foreign Currency-Denominated Credit Transfer, Direct Debit, Standing Order, and, where there is a payment card linked to the Account, payment card transaction.
2. The Account Holder may place a Payment Order in respect of any of his or her Accounts up to its Available Balance and above the minimum transaction amount thresholds as specified in the Announcement. The Bank shall refuse to execute a Payment Order if the Available Balance in the Account to be debited is insufficient to fully cover the amount of the order, regardless of the amount of any Time Deposits held by the Account Holder, except where a Payment Order is placed using a payment card, and subject to Clause 28 hereof.
3. A payment transaction shall be executed on the date indicated in the corresponding Payment Order, provided that the Bank receives the order on a Banking Day indicated as the order execution date by the time specified in the Announcement.
4. The Bank shall submit payment transactions for interbank clearing and settlement in accordance with

the interbank clearing and settlement session schedule as published in the Announcement, depending on when the Account Holder makes funds available to execute the corresponding Payment Order:

- 1) if the required funds are made available on the date preceding the order execution date as indicated by the Account Holder, the payment transaction shall be submitted for the first interbank clearing and settlement session on the latter date;
  - 2) if the required funds are posted to the Account half an hour before an outgoing interbank clearing and settlement session on the order execution date as indicated by the Account Holder, the payment transaction shall be submitted for that session.
5. Subject to the availability of such functionality, the Account Holder may request Credit Transfers, SEPA Credit Transfers, Foreign Currency-Denominated Credit Transfers, and Internal Credit Transfers in a manner agreed with the Bank, including in particular:
- 1) via the Electronic Banking Service provided for the Account;
  - 2) by submitting in person or mailing to the Bank a relevant Credit Transfer form or other bank payment document drawn on the Account Holder by a creditor and confirmed with the Account Holder's signature;
  - 3) by submitting a Credit Transfer form in person at a Post Office Outlet, which shall confirm its receipt, ensure that the amount to be transferred is placed on hold, and transmit the Credit Transfer order to the Bank for execution;
  - 4) via the Telephone Banking Service as specified in Clause 31 hereof, subject to providing data enabling clear and unambiguous identification of the Credit Transfer Payee;
  - 5) for a SEPA Credit Transfer – by completing and submitting in person or mailing to the Bank a dedicated SEPA Credit Transfer form;
  - 6) for a Foreign Currency-Denominated Credit Transfer – by completing and submitting in person or mailing to the Bank a dedicated Foreign Currency-Denominated Credit Transfer form;
  - 7) by submitting in person or mailing to the Bank a Credit Transfer or Standing Order form or by placing a Standing Order via the Telephone or Electronic Banking Service;
  - 8) by Direct Debit.
6. Orders to transact in foreign exchange assets shall be executed in accordance with the applicable provisions of the Foreign Exchange Law or based on an individual foreign exchange authorisation in compliance with the Foreign Exchange Law and the Bank's internal policies and regulations applicable to the execution of orders, including Foreign Currency-Denominated Credit Transfer and SEPA Credit Transfer orders. Foreign currency Payment Orders shall be executed using the Bank's reference exchange rates effective as at execution of the order.
7. For payment transactions executed in the Republic of Poland or with a Payment Service Provider in a Member State other than the Republic of Poland, where both the Bank and the Payee's Payment Service Provider, or the sole Payment Service Provider in a given payment transaction, operate(s) in the Republic of Poland or in such other Member State, the Account Holder shall pay any fees and commissions due to the Bank under the Agreement, and the Payee shall pay any fees and commissions due to the Payee's Payment Service Provider under the agreement existing between them.
8. The Bank shall treat any change in the Account number indicated in a Standing Order as a cancellation of that order and submission of a new one.
9. If the execution date of a Standing Order or deferred Payment Order falls on a date other than a Banking Day, the order shall be executed in accordance with the Account Holder's instruction:
- 1) on the first Banking Day following the execution date indicated in the order or
  - 2) on the last Banking Day preceding the execution date indicated in the order.
10. When executing a Payment Order initiated by a Payer, the Bank shall credit the Payee's Account with the amount of the payment transaction no later than by the end of the Banking Day following the date when the order is received or, where the execution date as indicated by the Payer is different from the date when the order is received, no later than by the end of the Banking Day following such execution date.
11. Where such order as is referred to in Clause 24.10 hereof is placed in hard copy, the Bank shall credit the Payee's Account no later than by the end of the second Banking Day following the execution date as indicated by the Payer, subject to Clause 24.12 hereof.
12. Clause 24.11 hereof shall not apply to execution in the Republic of Poland of payments in the Polish currency of liabilities subject to the Tax Code of 29 August 1997 (consolidated text: Dz.U. of 2022, item 2651, as amended) and Council Regulation (EEC) No 2913/92 of 12 October 1992 establishing the Community Customs Code (OJ EC L302, 19 October 1992, p. 1, as amended; OJEU, Polish Special

Edition, Chapter 2, volume 4, p. 307, as amended), with the Bank to credit such payments to the Payee's Account no later than by the end of the Banking Day following the date when the relevant Payment Order is received.

#### **Clause 25**

1. The Holder of a PLN-denominated Account may order a Sorbnet2 or Instant Credit Transfer via the Electronic or Telephone Banking Service or at a Bank Branch or a Post Office Outlet accepting such orders. For the list of Post Office Outlets where such service is available, visit the Bank Website. For the minimum and maximum amount of a Credit Transfer, the number of times it can be ordered over a certain period, the availability dates and times of the Credit Transfer services, and the ways they can be used, refer to the Announcement.
2. The Bank shall execute such Credit Transfers as are referred to in Clause 25.1 hereof by means of various clearing and settlement systems (e.g. Blue Cash, Express Elixir, Sorbnet2).
3. No Sorbnet2 or Instant Credit Transfer can be executed if:
  - 1) the Available Balance in the Account is insufficient to cover the amount of the transfer and any fee payable thereon,
  - 2) the Payee is the Polish Social Insurance Institution,
  - 3) the Payee is a Tax Authority, including a Tax Office,
  - 4) the Payee's Account is held with a bank which is not a participant in or bank cooperating with the system used by the Bank to execute the transfer,
  - 5) for Instant Credit Transfers – the Payee's Payment Service Provider is unable to accept such transfer at the time of its execution,
  - 6) the amount of the transfer exceeds the transaction limits set by the Bank to ensure transaction security, which shall be communicated to the Account Holder immediately before executing the transfer,
  - 7) it was ordered in contravention of these Terms and Conditions.
4. The Bank shall communicate any refusal to execute such Credit Transfer as is referred to in Clause 25.1 hereof in accordance with Clause 28.2–6 hereof.
5. For reasons beyond the Bank's control, the Bank may temporarily or permanently discontinue the Sorbnet2 or Instant Credit Transfer service. In such a case, the Bank shall notify the Account Holder of its unavailability on the Bank Website and immediately before the Account Holder orders such service.
6. In such situation as is referred to in Clause 25.5 hereof, a Payment Order which would otherwise be executed via Sorbnet2 and which has not yet been settled, shall be executed via Elixir or other interbank clearing and settlement system, subject to Clause 25.7 hereof.
7. Sorbnet2 Payment Orders which cannot be executed as provided for in Clause 25.6 hereof shall be executed upon restoration of the full operability of the relevant system during the extended period of its operation.

### **Chapter X. Authentication, rejection and cancellation of payment transactions**

#### **Clause 26**

1. A transaction shall be deemed duly authorised if the Account Holder has consented to its execution in accordance with these Terms and Conditions.
2. The Account Holder shall consent to a payment transaction prior to its execution, subject to Clause 26.3 hereof. Such consent may also be given through the Payee, the Payee's Payment Service Provider or an authorised Third-Party Payment Service Provider.
3. If so agreed, in certain cases consent to a payment transaction may be given after its execution.
4. Authorisation of a Standing Order shall be deemed to extend to all payment transactions executed thereunder until the order is cancelled or the ordered payment cycle ends.
5. The Bank shall execute payment transactions ordered via the Electronic or Telephone Banking Service in accordance with the applicable provisions of the Electronic and Telephone Banking Terms and Conditions.
6. When placing a Payment Order at a Bank Branch or Post Office Outlet, the Account Holder shall confirm the correctness and authenticity of the order as follows:
  - 1) by signing the Payment Order confirmation form by hand, with such signature to match the specimen signature on the Agreement, or

- 2) by providing at the time of placing the order a correct authorisation code sent by the Bank to the Account Holder's mobile phone number as registered in the Bank's database via:
  - a) a text message,
  - b) a Mobile Application notification,provided that the Bank offers such form of authorisation.
7. A Payment Order shall be deemed received at the time it is received by the Bank. If the Bank receives a Payment Order on a date other than a Banking Day, the order shall be deemed received on the first Banking Day following the date on which the order is placed. The Bank shall not debit the Account prior to receiving a Payment Order.
8. Orders and instructions submitted by the Account Holder via the Electronic or Telephone Banking Service shall be authenticated in accordance with the Electronic and Telephone Banking Terms and Conditions.
9. Consent to execute a Direct Debit shall be:
  - 1) submitted by the Payer to the Bank and to the Payee, or
  - 2) submitted to the Bank by the Payee or the Payee's bank.
10. The Bank shall refuse to execute a payment transaction from a Minor or Partially Incapacitated Person's Account where:
  - 1) the person's legal representative made such objection as is referred to in Clause 5a.4 hereof, or
  - 2) the amount of the payment transaction exceeds the limit referred to in Clause 5b.1 hereof.
11. The Bank shall notify Account Holders of the availability of the authorisation method referred to in Clause 26.6.2 hereof in an Announcement, which shall also specify the types of payment transactions which may be authorised using that method.

#### **Clause 27**

1. The Account Holder may revoke his or her consent as referred to in Clause 26.1 hereof until the Payment Order becomes irrevocable in accordance with Clause 27.2 or Clause 27.3 hereof.
2. The Account Holder may not revoke a Payment Order:
  - 1) following its receipt by the Bank,
  - 2) if the Payment Order is initiated through or by an authorised Third-Party Payment Service Provider or the Payee – following giving consent to the provider to initiate the payment transaction or giving consent to the Payee to execute it.
3. The Account Holder may cancel a Direct Debit or a Deferred Payment Order and retain the right to have the amount of the payment transaction refunded if such cancellation is made no later than by the end of the Banking Day preceding the agreed date of debiting the Account.
4. After such time limit as is specified in Clause 27.2 or Clause 27.3 hereof, as appropriate, expires, the Account Holder may only cancel the Payment Order if agreed with the Bank or Third-Party Payment Service Provider, as appropriate, and, where Clause 27.2.2 or Clause 27.3 applies, with the Payee.
5. Where the Account Holder has given consent to successive payment transactions, its revocation shall apply to all those that have not been executed unless the Account Holder requests otherwise.
6. Subject to Clause 27.5 hereof, the Account Holder may cancel a Standing Order or a particular payment transaction to be executed thereunder no later than: (i) by the end of the Banking Day preceding the execution date of the nearest transaction under that order or (ii) by the end of the Banking Day preceding the execution date of the transaction to be cancelled, respectively.
7. For cancelling an order, the Bank shall charge an applicable fee as specified in the Fees and Commissions Schedule, an extract from which forms an integral part of the Agreement.
8. The Account Holder may request that the Bank refund to his or her Account the amount of an authorised payment transaction which was initiated by or through the Payee and has already been executed if:
  - 1) the exact amount of the payment transaction was not specified at the time of authorisation, and
  - 2) the amount of the transaction is higher than the amount the Account Holder could reasonably expect in view of the type and value of the Account Holder's previous transactions, the provisions of the Agreement and other relevant circumstances.The credit Value Date for the Holder's Account shall be no later than the date the amount was debited.
9. At the Bank's request, the Account Holder shall present facts confirming satisfaction of the conditions under Clause 27.8 hereof. The Account Holder shall be barred from invoking foreign exchange movements to prove satisfaction of the condition under Clause 27.8.2 hereof, if currency in the payment transaction was converted at the applicable Reference Exchange Rate agreed with the Bank.
10. If Clause 27.8 hereof applies, the Bank shall refund the full amount that was debited from the Account Holder's Account.

11. The Account Holder shall not be entitled to a refund of the amount of an authorised payment transaction initiated by the Payee if:
  - 1) the Account Holder has given his or her consent to the transaction directly to the Bank and
  - 2) (i) the Bank or the Payee notifies the Account Holder of the pending payment transaction in a manner agreed with him or her at least four weeks before the execution date of the Payment Order or (ii) the Bank or the Payee makes available a notice of such transaction to the Account Holder in a manner agreed therewith for a period of at least four weeks before the execution date of the Payment Order.
12. The Account Holder shall have the unconditional right to a refund of the amount of a Direct Debit within the time limits specified in Clause 27.13 and Clause 27.14 hereof.
13. The Account Holder may request such refund as is referred to in Clause 27.8 hereof within eight weeks from the date his or her Account is debited with the amount of the payment transaction or, if he or she does not use an Account, from the date the payment transaction is executed.
14. Within ten Banking Days of receiving a request for a refund, the Bank shall refund, or refuse to refund, the full amount of the payment transaction; in the latter case, the Bank shall provide the Account Holder with a statement of reasons for the refusal, indicating the authorities which the Account Holder may file a complaint with if he or she disagrees with the statement.

### **Clause 28**

1. The Bank shall refuse to execute an authorised Payment Order initiated by the Account Holder, including through an authorised Third-Party Payment Service Provider, or by or through the Payee if:
  - 1) the Payment Order is placed in contravention of the Agreement, these Terms and Conditions or any applicable laws or regulations,
  - 2) the Available Balance in the Account is insufficient to execute it,
  - 3) funds in the Account have been placed on hold,
  - 4) the Account has been attached by a competent debt enforcement authority, subject to Clause 58.6 hereof,
  - 5) the signature on the Payment Order form does not match the specimen signature on the Agreement or, where the Payment Order is placed by an Agent, the specimen signature on the power of attorney,
  - 6) the Account Holder or Agent's Authentication has failed,
  - 7) the amount of the transaction as indicated in the Payment Order exceeds the maximum amount specified for such service in the Announcement,
  - 8) when the person placing the Payment Order can be reasonably suspected not to be authorised to place it or access by that person to the service to be unlawful.
2. Subject to Clause 28.4 hereof, the Bank shall notify the Account Holder of its refusal to execute an authorised Payment Order using the first of the following methods which is available to the Bank in view of the services rendered by the Bank to the Account Holder and his or her contact details in the Bank's possession:
  - 1) via the Electronic Banking Service – if it is available to the Account Holder,
  - 2) by emailing the Account Holder – if he or she has indicated an email address in his or her contact details,
  - 3) by texting the Account Holder at his or her mobile phone number,
  - 4) by having the Contact Centre call the Account Holder at his or her contact phone number,
  - 5) by mailing the Account Holder at his or her correspondence address.
3. A notice of all payment transactions which the Bank refuses to execute on a single day shall be provided to the Account Holder on the following Banking Day. Where possible, the notice shall include information on the reason(s) for the refusal(s) and on the procedure to correct any errors which necessitated the refusal(s) unless provision of such information is prohibited by law or a decision of a competent authority.
4. If the Account Holder places a Payment Order at a Bank Branch, the refusal to execute it, where necessary, shall be communicated to him or her directly by the Bank Branch.
5. A Payment Order which the Bank refuses to execute in accordance with this Clause 28 shall be deemed not to have been received.
6. Where the execution of a Payment Order is refused on reasonable and objective grounds, e.g. insufficient Account Balance, the Bank may charge a fee for notifying the Account Holder of the refusal in accordance with the Fees and Commissions Schedule.
7. The provisions of Clause 28.2–6 hereof shall apply mutatis mutandis to notifying the Account Holder of any rejected non-financial transactions as referred to in the Electronic and Telephone Banking Terms

and Conditions.

8. If for technical reasons the Bank is unable to notify the Account Holder in a manner specified above in these Terms and Conditions, it may mail the notice to the Account Holder at the correspondence address provided by him or her in the Agreement.
9. If the Bank denies a Third-Party Payment Service Provider access to the Holder's Account in accordance with the Payment Services Act, the Bank shall notify the Account Holder of such denial via the Electronic Banking Service, by email, by mail, by telephone, or by sending him or her a text message. The Bank shall notify the Account Holder of the denial prior to effecting it or, if impossible, promptly thereafter, but in any case no later than on the Banking Day following the date of the denial. The Bank shall not notify the Account Holder of the denial if giving such notice is not advisable on reasonable and objective security grounds or is against other applicable laws or regulations.

#### **Clause 29**

The Bank may, based on analyses conducted in accordance with its risk and security policies, place a hold on a payment transaction which it identifies as potentially fraudulent. In such a case, the Bank shall release the hold as soon as practicable following successful resolution of any security issues.

#### **Clause 30**

1. The Account Holder shall promptly notify the Bank if he or she identifies in his or her Account any payment transactions that were unauthorised, were not executed, or were defectively executed.
2. If the Account Holder fails to make such notification as is referred to in Clause 30.1 hereof within 13 months from the date his or her Account was debited with the amount of such transaction or from the date such transaction was to have been executed, as appropriate, any claims in connection with such transaction shall become time-barred.
3. If the Payment Service User does not use a Payment Account, the period referred to in Clause 30.2 hereof shall run from the execution date of such unauthorised or defectively executed transaction or from the date such transaction was to have been executed, as appropriate.
4. Clause 30.2 hereof shall not apply if the Bank has failed to provide the Account Holder with information on payment transactions in accordance with Clause 40.1 and Clause 40.2 hereof.

### **Chapter XI. Telephone Banking Service**

#### **Clause 31**

1. Provision of the Telephone Banking Service is subject to prior authorisation given to the Bank by the Account Holder either upon executing the Agreement by including such authorisation therein or at a later time by completing and submitting to the Bank a dedicated authorisation form.
2. In order to enable the Account Holder to use the Telephone Banking Service, the Bank shall, at the Account Holder's request, issue him or her Individual Credentials comprising a Password and CIN to be used to authenticate the Account Holder. For details on the Authentication of instructions submitted by the Account Holder via the Telephone Banking Service, see the Electronic and Telephone Banking Terms and Conditions.
3. Execution of an instruction submitted via the Telephone Banking Service shall be subject to Authentication.
4. For the detailed scope of the Telephone Banking Service and details on the execution of orders and instructions submitted through it, refer to the applicable provisions of the Agreement.

### **Chapter XII. Payment Account Overdraft Facility**

#### **Clause 32**

1. The provisions of this Clause 32 shall not apply to Savings Accounts, Foreign Currency Accounts, Accounts operated for Minors or Partially Incapacitated Persons, or Payment Accounts with Basic Features.
2. The detailed terms and conditions of an overdraft facility available for a Payment Account which is a

Current Account are defined in a separate agreement.

3. The amount of an overdraft facility available for a Current Account shall in particular depend on:
  - 1) the Account Holder's creditworthiness,
  - 2) the length of the period the Account has been held with the Bank.
4. Where a Current Account is held jointly, the Overdraft Facility Agreement therefor shall be executed with both of the Joint Account Holders, who shall be jointly and severally liable for repayment of debt under the facility.

### Chapter XIII. Credit management service providers

#### Clause 33

1. As at the date of these Terms and Conditions, the Bank contracts the following credit management service providers to collect debts on its behalf:
  - 1) EOS KSI Polska Sp. z o.o. of Warsaw, with registered address at Bitwy Warszawskiej 1920r. 7A, 02-366 Warsaw
  - 2) Kancelaria Radcy Prawnego Izabela Kachnowicz of Warsaw, with registered address at Al. Komisji Edukacji Narodowej 36/112B, 02-797 Warsaw
  - 3) Kancelaria Prawnicza Maciej Panfil i Partnerzy spółka komandytowa of Warsaw, with registered address at Al. Jerozolimskie 123A, 02-017 Warsaw
  - 4) KOKSZTYS Kancelaria Prawa Gospodarczego spółka komandytowa of Wrocław, with registered address at ul. Objazdowa 50, 54-513 Wrocław
  - 5) LINDORFF S.A. of Wrocław, with registered address at ul. Czesława Miłosza 13, 50-304 Wrocław
  - 6) LINDORFF SZCZUROWSKI & Wspólnicy Kancelaria Prawna spółka komandytowa of Wrocław, with registered address at ul. Czesława Miłosza 13, 50-304 Wrocław
  - 7) KRUK S.A. of Wrocław, with registered address at ul. Wołowska 8, 51-116 Wrocław
  - 8) Kancelaria Prawna Raven Krupa&Stańko spółka komandytowa of Wrocław, with registered address at ul. Wołowska 8, 51-116 Wrocław.

### Chapter XIV. Savings

#### Clause 34

1. The types of available Time Deposits and the rates they bear interest at shall be published in an Announcement.
2. A Time Deposit held with the Bank may be:
  - 1) a one-off (non-renewable) Time Deposit, which is payable with any outstanding interest to the Holder's Account on the first Banking Day after the agreed maturity date;
  - 2) a renewable Time Deposit, which renews on the first day after the maturity date for the same term as the original term and on such other terms and conditions as are in effect at renewal. Any outstanding interest on such deposit shall be payable to the Holder's Account;
  - 3) a renewable Time Deposit with interest rollover, which renews on the first day after the maturity date for the same term as the original term and on such other terms and conditions as are in effect at renewal. Any outstanding interest on such deposit shall be added to the principal.
3. The minimum amounts of Time Deposits and additional deposits thereto shall be specified in an Announcement.
4. The Account Holder may open a Time Deposit by submitting a relevant instruction in person, via the Electronic or Telephone Banking Service, or otherwise as agreed with the Bank under a separate arrangement. The terms and conditions of a Time Deposit shall be defined in an Account statement or another document confirming the opening of the Time Deposit. Time Deposits may be renewed for the same term as their original term under such terms and conditions as are in effect at renewal.
5. The Bank may execute the instruction to open a Time Deposit up to the amount of the Available Balance

- in the Account as at the execution date.
6. The Account Holder may hold any number of Time Deposits with the Bank.
  7. A Time Deposit shall bear interest at either a variable or fixed rate.
  8. For Time Deposits bearing interest at a fixed rate, the rate shall be determined based on one or more of the following indices:
    - 1) benchmark rates of the National Bank of Poland (NBP), such as the reference rate or deposit rate;
    - 2) for foreign currency-denominated Time Deposits – benchmark rates as announced by the central bank or other authority determining the monetary policy for the currency the Time Deposit is denominated in;
    - 3) the consumer price index as announced by Statistics Poland;
    - 4) WIBID;
    - 5) EURIBOR or SARON, SOFR, or SONIA, as appropriate;
    - 6) the minimum reserve and allowance requirements as imposed by the Monetary Policy Council or other competent authority;
    - 7) treasury bill yields;
    - 8) treasury bond yields.
  9. For Time Deposits bearing interest at a variable rate, the rate shall be determined in accordance with Clause 15.3–5 hereof unless provided otherwise in the Announcement.
  10. The Bank shall have the right to change the interest rates applicable to PLN-denominated Time Deposits bearing interest at a variable rate if any of the conditions under Clause 16.1 hereof is met.
  11. The Bank shall have the right to change the interest rates applicable to foreign currency-denominated Time Deposits bearing interest at a variable rate if any of the conditions under Clause 16.2 hereof is met.
  12. The Bank reserves the right to temporarily increase interest rates as part of the Bank's promotional activities.
  13. No increase or other change in an interest rate resulting from a revision of the applicable reference rate shall require prior notice to the Account Holder, and such increase or other change shall be notified in accordance with Clause 16.6 hereof.
  14. Where an interest rate is changed for such reasons as are referred to in Clause 34.10 or Clause 34.11 hereof, the Bank shall notify the Account Holder of such change in accordance with Clause 16.7 hereof.
  15. Interest on a Time Deposit shall accrue from the date of the deposit to the last day of its agreed term.
  16. For the interest calculation purposes, a year shall be assumed to be 365 days long and a month to be as long as the actual number of corresponding calendar days.
  17. The withdrawal of a Time Deposit before maturity may result in the loss or reduction of any outstanding interest depending on the type of the deposit, subject to Clause 54 hereof. For details, refer to the Announcement and the Time Deposit confirmation document.
  18. Interest shall be capitalised on the last day of the Time Deposit's agreed term unless provided otherwise in the Announcement, subject to Clause 54 hereof.
  19. Outstanding interest on a Time Deposit may be collected after its maturity date.
  20. Interest on a fixed-rate Time Deposit shall be calculated at the rate in effect on the date of the deposit.
  21. Where funds are added to an existing Time Deposit with a progressive interest rate, whereupon the interest rate change threshold as specified in the Announcement is exceeded, interest on the deposit shall accrue as follows:
    - 1) until the day preceding the date of the additional deposit – at the rate applicable to the amount of the original deposit;
    - 2) from the date of the additional deposit – at the rate applicable to amounts exceeding the threshold.
  22. No Drawdown on the Available Balance in the Account shall result in any funds being drawn on a Time Deposit or a Time Deposit being closed.
  23. A Time Deposit shall be closed:
    - 1) if it is a non-renewable Time Deposit – upon maturity unless the Account Holder has instructed the Bank to renew the Time Deposit for another term;
    - 2) if it is a renewable Time Deposit – upon maturity if the Account Holder has instructed the Bank not to renew the Time Deposit for another term;
    - 3) upon execution by the Bank of the Account Holder's instruction to close the Time Deposit;
    - 4) upon termination of the Agreement, subject to Clause 54 hereof.
  24. Following the closing of a Term Deposit, it shall be redeemed, with the principal and any outstanding interest deposited in the Holder's Account. The Account Holder may instruct the Bank to close a Time



Deposit in person, via the Telephone Banking Service or otherwise as agreed with the Bank under a separate arrangement, with such instruction to indicate the number of the Time Deposit to be closed or other data allowing its unambiguous identification. Such instruction may also be submitted through an Agent, provided that he or she is authorised to do so under his or her power of attorney.

25. If the Account Holder instructs the Bank to close a Time Deposit before maturity, he or she shall forfeit all or part any interest outstanding thereon, depending on the type of the Time Deposit. For details, refer to the Announcement and the Time Deposit confirmation document referred to in Clause 34.4 hereof.
26. The attachment of a Time Deposit before maturity, whether ordered by court or a competent administrative body, shall be treated as its closing before maturity, with the Account Holder forfeiting all or part of any interest outstanding on the Time Deposit depending on its type.
27. The Bank may agree with the Account Holder individual terms and conditions of a Time Deposit.
28. Renewing a Time Deposit so that it remains in effect for more than ten years since its opening shall be subject to the Account Holder's giving an instruction to renew it.
29. The provisions of Part IV shall apply *mutatis mutandis* to Time Deposits held by Minors or Partially Incapacitated Persons.

### Clause 35

1. A Current Account offered by the Bank includes a regular savings scheme.
2. In order to be able to use the regular savings scheme, the Holder must hold a Current Account and specify the scheme parameters directly via the Electronic Banking Service.
3. Under the regular savings scheme, the Bank shall open a Savings Account for the Holder. The Savings Account number shall be displayed in the Electronic Banking Service.
4. Under the regular savings scheme, upon performance of an operation indicated by the Holder as a trigger, a certain amount shall be posted from the Current Account to the Savings Account.
5. Amounts shall be posted automatically to the Savings Account under the regular savings scheme as long as this does not result in the Current Account balance falling below the threshold set for the scheme; any amounts so posted shall continue to be available in the Current Account.
6. As part of the regular savings scheme, the Account Holder may also opt for on-request posting in stead of automatic posting; if the Account Holder chooses such option, Clause 35.4 and Clause 35.5 shall not apply.
7. If an Account is held jointly, any of the Joint Account Holders may activate the regular savings scheme therefor, with such activation to be effective for the other Joint Account Holder; in such case, Clause 36.1 shall apply *mutatis mutandis*.
8. For the types of operations that trigger the automatic posting of savings and the other parameters of the regular savings scheme that the Account Holder must define, refer to the Announcement.
9. The Account Holder may at any time modify the parameters referred to in Clause 35.2 and deactivate the regular savings mechanism.
10. The provisions of this Clause 35 applicable to the opening of a Savings Accounts under the regular savings scheme shall not apply to the legal representative of a Minor or Partially Incapacitated Person.
11. The closing of a Current Account for which the regular savings scheme has been activated shall result in the closing of the Savings Account.

### Clause 36

The Bank shall specify in an Announcement:

- 1) the maximum number of Savings Accounts that can be opened under the regular savings scheme,
- 2) the minimum Current Account balance below which the Bank shall cease to post amounts from the Current Account to the Savings Account,
- 3) the minimum and maximum amount that can be automatically posted to the Savings Account,
- 4) the available automatic savings posting methods,
- 5) the available methods for notifying the Account Holders of the performance of operations triggering automatic savings posting,
- 6) the manner and timing of savings posting under the regular savings scheme,
- 7) transactions on the Account which shall be excluded from the regular savings scheme.

## Chapter XV. Liability

### Clause 37

1. The Account Holder shall keep confidential the CIN and Individual Credentials assigned to him or her, including the Password, and not disclose them to any third parties and shall be liable for any consequences of failure to comply with this requirement.
2. The Account Holder shall be liable for any unauthorised transactions executed on instruction from persons to whom the Account Holder has disclosed his or her CIN or Individual Credentials, including the Password.
3. If the Account Holder's Password or other Individual Credentials are lost or disclosed to third parties, the Account Holder shall immediately report such loss or disclosure to the Bank in order to cancel the missing or disclosed credentials.
4. The Bank shall cancel the Password or such other Individual Credentials as have been lost or disclosed upon receiving a relevant report from the Account Holder and shall issue thereto new credentials to replace the missing or disclosed ones.
5. If the Account Holder is authorised to use a Payment Instrument, he or she shall:
  - 1) use it exclusively for its intended purpose and in accordance with the Agreement, including these Terms and Conditions;
  - 2) report immediately to the Bank or an institution indicated by the Bank:
    - a) loss of the instrument,
    - b) suspected theft of the instrument,
    - c) unauthorised appropriation of the instrument,
    - d) unauthorised use of or access to the instrument.
6. In order to comply with the requirement set out in Clause 37.5.1 hereof, upon receiving a payment instrument the Account Holder shall take such measures as may be necessary to prevent his or her Individual Credentials from being compromised, including, without limitation, storing the payment instrument with due care and not enabling unauthorised access thereto.
7. The Bank shall enable the Account Holder to report such situations as are listed in Clause 37.5.2 hereto as well as to unblock a blocked Payment Instrument or have it replaced with a new one.
8. The Bank shall be responsible for the proper delivery of the requested payment instrument and/or Individual Credentials to the Account Holder.
9. When issuing a Payment Instrument, the Bank shall ensure that the Individual Credentials assigned thereto are available exclusively to the person authorised to receive or use it.

### Clause 38

1. The Bank shall be liable for any loss or damage arising from failure to execute, or correctly execute, a payment transaction if the instruction to execute it is submitted directly by the Account Holder, unless such failure is a consequence of circumstances beyond the Bank's reasonable control, with such liability to be governed by the provisions of this Clause 38.
2. The Bank shall not be liable for:
  - 1) not executing an instruction as a result of insufficient Available Balance in the Account;
  - 2) the consequences of any incorrect instructions given by the Account Holder or his or her Agent, including provision by the Account Holder or his or her Agent of a wrong Unique Identifier, regardless of whether the other data provided is correct or not;
  - 3) the consequences of disclosure by the Account Holder of any Individual Credentials to unauthorised third parties.
3. The Bank shall be exempt from failure to execute, or correctly execute, a payment transaction where such failure is caused by a Force Majeure Event or where the Bank is prevented from executing the transaction, or from executing it according to the instructions received, under applicable laws of regulations, or where the Account Holder has failed to notify the Bank of any identified payment transactions that were unauthorised, were not executed, or were defectively executed within the time limit specified in Clause 30.2 hereof, subject to Clause 30.4 hereof.
4. If the Bank fails to execute the Account Holder's instruction within the applicable time limit for reasons

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attributable to the Bank, the Account Holder shall be entitled to receive default interest on the amount of the transaction specified in the instruction at the applicable statutory rate for each day of the delay. This shall not prejudice the Account Holder's right to seek any other relief available under law.

5. The Bank shall be liable for failure to execute, or correctly execute, a payment transaction, including for the execution of a payment transaction which was not authorised by the Account Holder, if the Account Holder reports such transaction within the time limit specified in Clause 30.2 hereof, subject to Clause 30.4 hereof.
6. If the Bank is liable under Clause 38.1 hereof, it shall immediately refund to the Account Holder the amount of the transaction it failed to execute or correctly execute by restoring the debited Account to the state in which it would have been if such failure had not taken place. The credit Value Date for the Holder's Account shall be no later than the date the amount was debited.
7. Subject to Clause 30.2, where the Holder's Account is debited with the amount of an unauthorised transaction, the Bank shall refund to the Account Holder its amount or, if the debited Account is a Payment Account, restore it to the state in which it would have been if the transaction had not been executed as soon as practicable but in any case no later than by the end of the Banking Day following the date on which the transaction is reported or otherwise notified to the Bank. In such a case, the credit Value Date for the Holder's Account shall be no later than the date the amount was debited. The Bank shall not perform its obligations under this Clause 38.7 where it has reasonable and duly documented grounds to suspect fraud; in such case the Bank shall report its suspicion to competent law enforcement authorities.
8. If a Payer's Account is debited with the amount of an unauthorised transaction initiated through a Third-Party Payment Service Provider, the Bank shall refund to the Account Holder its amount and, where appropriate, restore the debited Payment Account to the state in which it would have been if the transaction had not been executed as soon as practicable but in any case no later than by the end of the Banking Day following the date on which the transaction is reported or otherwise notified to the Bank.
9. Subject to Clause 24.11 hereof, if the Bank proves that the Payee's Account was credited in accordance with Clause 24.9–10 hereof, the Bank shall not be held liable under Clause 38.5 hereof.
10. If the Bank does not require Strong User Authentication, the Account Holder shall not be liable for any unauthorised payment transactions except where such transaction is the result of the Account Holder's wilful act or omission. If the Payee or the Payee's Payment Service Provider fails to accept Strong User Authentication, they shall be liable for the loss or damage suffered by the Bank as a result of an unauthorised transaction.
11. If funds transferred in a payment transaction are credited to the Bank's Account, the Bank shall be liable towards the Account Holder for failure to execute, or correctly execute, the payment transaction.
12. If Clause 38.11 applies, the Bank shall immediately place at the Account Holder's disposal the amount of the payment transaction. Where the Bank fails to execute, or correctly execute, a payment transaction as referred to in the preceding sentence and is liable for such failure, the Bank shall immediately place at the Account Holder's disposal the amount of the payment transaction or, if the Holder's Account is a Payment Account, credit his or her Account with an adequate amount so as to restore it to the state in which it would have been if the Bank had not failed to execute, or correctly execute, the payment transaction. In the latter case, the credit Value Date for the Payee's Payment Account must not be later than the date on which the amount would have been Value Dated if the transaction had been executed in compliance with Clause 22.2 hereof.
13. If a payment transaction whose Payee is the Account Holder is executed late, the Bank, acting as his or her Payment Service Provider, shall procure, at the request of the Payer's Payment Service Provider acting on behalf of the Payer, that the credit Value Date for the Payee's Payment Account is no later than the date the amount would have been Value Dated if the transaction had been correctly executed.
14. The Bank shall ensure that any amount that is paid into the Holder's Account is immediately made available to the Account Holder in accordance with Clause 22.2 hereof.
15. Where a Payment Order is initiated by or through the Account Holder as the Payee, the Bank shall ensure that it is properly transmitted to the Payer's Payment Service Provider within such time limit as agreed between the Bank and the Account Holder, enabling, for a Direct Debit transaction, its settlement on the agreed payment date. If the Bank fails to perform its obligation as set out in the preceding sentence, it shall immediately re-transmit the Payment Order to the Payer's Payment Service Provider. If the Payment Order is transmitted late, its amount shall be Value Dated on the Payment Account of the Account Holder acting as the Payee no later than the date the amount would have been Value Dated

- if the transaction had been correctly executed. The Payer's Payment Service Provider shall notify the Bank, as the Payee's Payment Service Provider, of any delay in transmitting the Payment Order.
16. The Bank's liability shall also extend to any fees and interest charged to the Account Holder as a result of failure to execute, or correctly execute, a payment transaction, including failure to execute it on time.
  17. In the case of a failure to execute, or correctly execute, a payment transaction initiated by or through the Account Holder, whether acting as the Payer or the Payee, the Bank shall, regardless of any liability under this Clause 38, at the Account Holder's request, make immediate efforts to trace the payment transaction and notify the Account Holder of the outcome.
  18. Where the Account Holder places a Payment Order with an authorised Third-Party Payment Service Provider and the payment transaction ordered is not executed or is executed defectively, the Bank shall refund to the Account Holder its amount and, where appropriate, restore the Account Holder's debited Account to the state in which it would have been if the payment transaction had been executed correctly. The burden of proof falling on the Third-Party Payment Service Provider and the rules of mutual settlements between the Bank and the Third-Party Payment Service Provider, including the rules governing the Third-Party Payment Service Provider's liability towards the Bank for failure to execute, or correctly execute, a payment transaction, are defined in the Payment Services Act.
  19. If (i) the Bank, having received a Complaint concerning an amount debited from the Holder's Account as a result of an unauthorised payment transaction, including any interest charged in connection with such transaction, restores the debited Account to the state in which it would have been if the unauthorised payment transaction had not occurred, and (ii) then the Complaint is rejected or another entity directly refunds the amount of the transaction by crediting the Holder's Account, the Bank shall be entitled to re-debit the amount of the transaction, including any interest, from the Holder's Account.

#### **Clause 39**

1. The Account Holder shall be liable for unauthorised payment transactions up to EUR 50 or an equivalent amount in the currency in which his or her Account is denominated, determined at the mid exchange rate announced by the National Bank of Poland and effective on the execution date of the transaction, provided that the unauthorised transaction is the result of:
  - 1) use of a payment instrument lost by or stolen from the Payer, or
  - 2) unauthorised appropriation of a payment instrument.
2. The Account Holder shall be liable for the full amount of unauthorised payment transactions resulting from his wilful act or omission or grossly negligent breach of any of the obligations under Clause 37.5–6 hereof.
3. Reporting an unauthorised payment transaction in accordance with Clause 30.1 hereof shall exempt the Account Holder from liability except where such transaction is the result of the Account Holder's wilful act or omission.
4. The Account Holder shall not be liable under the above provisions of this Clause 39 if:
  - 1) the Account Holder was unable to detect the loss, theft or unauthorised appropriation of a payment instrument prior to its use to execute a payment transaction, except where such transaction is the result of the Account Holder's wilful act or omission; or
  - 2) the loss of the payment instrument prior to the execution of the payment transaction was caused by an act or omission of a Bank employee, agent or Branch or of an entity providing to the Bank technical services supporting provision of payment services, and such person or entity has not received any funds as a result of the payment transaction.

## **Chapter XVI. Account and Fee Statements**

#### **Clause 40**

1. The Bank shall send the Account Holder account statements in accordance with the Account Holder's instructions.
2. An account statement is an aggregate document showing information on transactions executed on the Account and on changes in its balance in a given period, including, without limitation:

- 1) information allowing identification of each payment transaction and, where possible, its Payee/Payer;
- 2) the amount of each payment transaction in the currency in which the Holder's Payment Account was debited/credited, as appropriate, and the amount and other relevant details of any fee and/or interest charged thereon;
- 3) where a payment transaction involved currency conversion – the exchange rate applied to the transaction and its amount after/before currency conversion;
- 4) the Account credit/debit Value Date for each transaction;
- 5) the total amount of holds placed on the Account, i.e. the amounts of transactions that the Account Holder has executed but that have not been settled and posted to the Account, as well as the amounts of any holds placed on the Account in connection with attachment or garnishment orders.
- 6) The Account Holder may request that such information as is referred to in Clause 40.2.1–5 hereof be emailed to him or her or made available to him or her at a Bank Branch or Post Office Outlet free of charge at least once a month. If so requested, the Bank shall email the Account Holder such information or make it available to him or her in hard copy at a Bank Branch or Post Office Outlet. The Account Holder may also instruct the Bank to mail him or her such information as is referred to in Clause 40.2.1–5 hereof in hard copy at the Account Holder's correspondence address, apart from emailing it or making it available as provided for above. For such additional delivery of Account information, the Bank shall charge the applicable fee under the Fees and Commissions Schedule.
3. The Account Holder should check on an ongoing basis whether the transactions ordered by his or her were executed correctly and whether the Account balance disclosed is correct. If the Account Holder identifies any transaction on his or her Account that was unauthorised, was not executed, or was executed defectively or finds that his or her Account balance is incorrect, he or she shall immediately file a relevant Complaint with the Bank in accordance with the provision of Part XVIII hereof. Failure to do so may result in the Account Holder forfeiting his or her claims as provided for in Clause 30.2 hereof.
4. The Account Holder shall report to the Bank any failure on its part to provide an Account statement to the Account Holder. In such a case, the Bank shall prepare a duplicate Account statement and provided it to the Account Holder in an agreed manner within ten Banking Days of receipt of the report.
5. The Account Holder agrees to authorise the Bank to correct any transaction posting errors identified by the Bank in his or her Account.
6. The Account Holder shall be held liable for collecting or withdrawing any funds that are wrongly paid out thereto or wrongly posted to his or her Account and shall be required to refund to the Bank any unduly collected or withdrawn amounts.
7. On request, the Bank shall, prior to executing a payment transaction initiated by the Account Holder under the Agreement, provide him or her with accurate information on the deadline for its execution and the amount and other relevant details of any fees applicable to the transaction and payable by the Account Holder.
8. During the term of the Agreement, the Bank shall provide the Account Holder at any time, in an agreed manner, with information concerning operation by the Bank of his or her Payment Account, including information on the Available Balance and any transactions thereon:
  - 1) by telephone via the Telephone Banking Service,
  - 2) via the Electronic Banking Service,
  - 3) at Bank Branches,
  - 4) at Post Offices Outlets, subject to Clause 40.9,
  - 5) in such other manner as the Account Holder and the Bank may agree.
9. The Account Holder may also obtain information on his or her Account balance and the history of transactions on his or her Account from one of the Post Office Outlets listed on the Bank Website. The Account Holder may file an objection with the Bank in writing or via the Telephone Banking Service against Post Office Outlets providing such information.
10. The Bank may charge an applicable fee under the Fees and Commissions Schedule for delivering to the Account Holder an Account statement otherwise than as specified in the Agreement and/or for delivering an extra Account statement for the same period.
11. On request, the Bank shall compile a statement of payment transactions conducted by the Consumer.

#### **Clause 41**

1. At least once per calendar year, the Bank shall provide the Account Holder with:

- 1) a Fee Statement specifying fees charged for services linked to the Holder's Payment Account in the period covered by the statement;
- 2) and, if the Account Holder has contracted a Payment Account Overdraft Facility, also with information on:
  - a) the interest rate applicable to the facility, and
  - b) the total amount of interest due for the period.
2. Following termination of a Payment Account Agreement, the Bank shall provide the Consumer, no later than within two weeks from the termination date, with such information as is referred to in Clause 41.1.1–2 hereof for the period from the date of the most recent Fee Statement to the termination date.
3. The Fee Statement referred to in Clause 41.1–2 hereof shall include fees charged for Representative Services to the Payment Account covered by the statement.
4. The Bank and the Consumer shall agree on the manner in which the Fee Statement will be provided to the latter. At the request of the Consumer, the Bank shall provide thereto the Fee Statement in hard copy.

#### **Clause 42**

1. At the request of an authorised Third-Party Payment Service Provider issuing card-based payment instruments and operating under the Payment Services Act, the Bank shall immediately confirm the availability on the Holder's Account of an amount necessary to execute a card-based payment transaction, provided that the Account Holder has consented to the Bank fulfilling such requests from the Third-Party Payment Service Provider.
2. The confirmation referred to in Clause 42.1 shall consist in a 'yes' or 'no' answer and not in a statement of the Account balance.
3. The Account Holder may grant such consent as is referred to in Clause 42.2 hereof in a manner specified in the Agreement.
4. The Account Holder may request that the Bank communicate to him or her the identification of the Third-Party Payment Service Provider and the answer provided thereto.

### **Chapter XVII. Text Message Notification Service**

#### **Clause 43**

1. The Account Holder may request activation of the Text Message Notification Service for his or her Account upon its opening or at a later date in accordance with Clause 43.6 hereof.
2. The Bank shall use the Text Message Notification Service to notify the Account Holder, by texting, of various operations on his or her Current Account, Savings Account and payment card as provided for in the Announcement.
3. In order to activate or modify the Text Message Notification Service, the Account Holder shall specify:
  - 1) the Payment Account and/or the payment card number referred to in Clause 43.2 hereof as well as the scope of operations to be covered by the Text Message Notification Service;
  - 2) the minimum amount of a transaction triggering the Text Message Notification Service;
  - 3) the hours during which operations on the Payment Account or payment card will trigger the Text Message Notification Service;
  - 4) such other parameters of the Text Message Notification Service as are specified in the Announcement.
4. Notifications referred to in Clause 43.2 hereof shall be sent, by texting, to the Account Holder's Polish mobile phone number registered with the Bank.
5. Upon activating the Text Message Notification Service for a joint Account, a Joint Account Holder gives consent to sending such notifications as are referred to in Clause 43.2 hereof to the mobile phone number of the other Joint Account Holder. The preceding provision shall apply *mutatis mutandis* to operations referred to in Clause 43.2 hereof resulting from actions performed by an Agent.
6. The Account Holder may submit a request to activate the Text Message Notification Service in a manner specified in the Announcement. The Bank shall confirm that the Text Message Notification Service has been activated.

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**Clause 44**

The Bank shall send notifications using the Text Message Notification Service following the performance of an operation referred to in Clause 43.2 hereof, subject to Clause 43.3 hereof.

**Clause 45**

1. The Bank shall charge a fee for the activation of the Text Message Notification Service in accordance with the Fees and Commissions Schedule.
2. The fee referred to in Clause 45.1 hereof shall apply to each activation of the Text Message Notification Service and shall cover operations on any of the Accounts and payment cards indicated upon activation or modification of the service (including payment cards issued to replace cancelled ones issued under separate regulations).
3. The activation of a new Text Message Notification Service notification package or modification or deactivation of an existing one shall prompt settlement of any unused notifications. Such settlement shall be performed immediately by refunding the text message notification fee pro rata to unused notifications to the Account indicated for charging the fee or, if that is impossible, otherwise as agreed with the Account Holder.

**Clause 46**

1. If the fee for the activation of the Text Message Notification Service or for its renewal for a new billing period cannot be collected, in particular as a result of closing the Account indicated for charging the fee or of insufficient balance in that Account to cover the fee, the Text Message Notification Service shall be deactivated at the end of the billing period for which the fee is not collected.
2. The Account Holder shall be notified of deactivation of the Text Message Notification Service with a text message sent to the telephone number indicated upon activation or modification of the service.

**Chapter XVIII. Complaints and grievances****Clause 47**

1. The Account Holder or any other person using the Bank's services who is dissatisfied with their quality may file a Complaint with the Bank, subject to the provisions of this Part XVIII.
2. The Account Holder or such person as is referred to in Clause 47.1 hereof may file:
  - 1) a written Complaint, whether (i) in person at any Bank Branch or Post Office Outlet, including the one indicated in the Agreement (for the addresses of Bank Branches and Post Office Outlets, refer to the Bank Website), (ii) by mail within the meaning of Article 3.21 of the Postal Law of November 23rd 2012, sent to such branch or outlet or to the Bank's registered office at ul. Jagiellońska 17, 85-959 Bydgoszcz, Poland, (in the latter case with the Complaint marked for the attention of Wydział Obsługi Reklamacji (Complaints Department)), or (iii) via electronic means to the Bank's Electronic Service Address as referred to in Clause 1.1.1 hereof, provided it has been activated;
  - 2) an oral Complaint by calling the Contact Centre at +48 (52) 3499 499 or by dictating it in person to a Bank Branch or Post Office Outlet employee, who shall minute the meeting and the Complaint;
  - 3) an email Complaint at [informacja@pocztowy.pl](mailto:informacja@pocztowy.pl);
  - 4) an online Complaint by using the dedicated contact form available on the Bank Website and in the Electronic Banking Service.
3. The Bank shall respond to a Complaint submitted in accordance with this Clause 47 in writing or by using other Durable Medium as agreed with the complainant with the proviso that a response by email is only possible at the complainant's request. If the Complaint concerns payment services provided by the Bank, the Bank's response thereto shall be in writing or on other Durable Medium as agreed with the Account Holder.
4. The Bank shall decide each Complaint received without undue delay, but in any case no later than within 15 Banking Days of the date of its receipt. The time limit for responding to a Complaint shall not be deemed exceeded if the response is dispatched prior to its expiry.
5. Where a Complaint concerns particularly complicated matters and thus cannot be decided and

responded to within the time limit prescribed in Clause 47.4 hereof, the Bank shall notify the complainant of:

- 1) the delay and the reasons therefor,
  - 2) the facts that must be established in order for the Complaint to be decided,
  - 3) the expected time it will take to decide the complaint and respond to the complainant, which must not exceed 35 Banking Days from the date of receipt of the Complaint.
6. If the Bank misses the time limit referred to in Clause 47.4 hereof or, where appropriate, the time limit referred to in Clause 47.5 hereof, the Complaint shall be deemed decided in the complainant's favour.
  7. At the request of the complainant, the Bank shall confirm receipt of the Complaint filed in accordance with Clause 47.2.2–5 otherwise than in the prescribed manner. The Parties acknowledge and agree that unless they agree otherwise, receipt of a Complaint shall be deemed confirmed if the complainant is provided with the reference number that was assigned to the Complaint on its registration.
  8. Subject to Clause 47.9–11 hereof, the Account Holder, having exhausted the complaint procedure at the Bank or not having received a response from the Bank to his or her Complaint within 30 days of its date, shall have the right to petition the Banking Consumer Arbitrator at the Polish Bank Association (ul. Kruczkowskiego 8, 00-380 Warsaw, Poland) to resolve the dispute, as long as it concerns monetary claims of no more than PLN 12,000 arising from the Bank's failure to perform, or properly perform, the Agreement. The dispute resolution procedure before the Banking Consumer Arbitrator shall be governed by the Banking Consumer Arbitration Rules as available on the Polish Bank Association website at [www.zbp.pl](http://www.zbp.pl).
  9. If a complainant who is a natural person has exhausted the complaint procedure at the Bank as provided for in the preceding provisions and the Bank has rejected his or her claims or if the Bank has decided a Complaint in the complainant's favour but has failed to apply the remedy specified in the response to the Complaint within the time limit set therein, which must not be longer than 30 days from the date of the response, the complainant shall have the right to request that the Financial Ombudsman review the case in the manner specified at [www.rf.gov.pl](http://www.rf.gov.pl).
  10. The Account Holder or any other person using the Bank's services may also submit to the Polish Financial Supervision Authority a complaint against the Bank if the Bank's actions infringe the law. Such complaint can be made in writing and mailed to the following address: ul. Piękna 20, 00-549 Warsaw, PO Box 419, or filed using a dedicated online form as specified on the PFSA website at [www.knf.gov.pl](http://www.knf.gov.pl). In matters not governed by the Agreement or these Terms and Conditions, the generally applicable laws and regulations shall apply.
  11. The Account Holder or any other person using the Bank services may also request that a Municipal or District Consumer Ombudsman assist him or her in filing a grievance or Complaint against the Bank.

## Chapter XIX. Payment Account switching

### Clause 48

1. The Account Holder may switch his or her Payment Account between the Bank and other Payment Service Providers based in the Republic of Poland.
2. Payment Account switching shall mean:
  - 1) transmission by the Bank, pursuant to an authorisation given by the Account Holder, to another bank, as specified by the Account Holder, of information on all or some of:
    - a) the Account Holder's Standing Orders for Credit Transfers,
    - b) the recurring Direct Debits and recurring incoming Credit Transfers executed on the Holder's Payment Account; and/or
  - 2) transferring any positive balance in the Holder's Payment Account in its currency to an account operated by another Payment Service Provider.
3. Payment Account switching may involve closing of the Payment Account operated by the Bank for the Account Holder.
4. Switching referred to in Clause 48.1 shall apply to Payment Accounts which enable their Holders at



least to:

- 1) deposit funds in the Account;
  - 2) withdraw cash from the Account;
  - 3) order and receive payment transactions.
5. If a Payment Account is switched to the Bank and the switching includes services which the Bank does not offer, the Bank shall not be required to provide these services to the Account Holder as part of operating his or her Account opened at the Bank upon the switch.
  6. For details on the Switching procedure, including deadlines for the completion of each of its steps, any applicable fees, payment services available from the Bank as part of operating a Payment Account, refer to the Announcement.
  7. The Account Holder may also switch his or her Payment Account to another Account offered by the Bank as provided for in the Announcement.
  8. For details on the procedure applicable at the Bank to the Switching of a Payment Account to a Payment Service Provider operating in another Member State, refer to the Announcement.

## **Chapter XX. Closing the Account Holds placed on funds in or transactions on the Account.**

### **Clause 49**

1. The Account Holder may terminate the Agreement at any time during its term, upon one month's notice, which shall be ineffective unless given in writing.
2. The Bank may terminate the Agreement only for cause as provided for in Clause 49.5 hereof, upon two months' notice given in writing.
3. A written notice to terminate the Agreement by the Account Holder shall be deemed served effectively upon its delivery to the Bank.
4. Upon giving the termination notice, the Account Holder shall instruct the Bank on how to administer the remaining balance in the Account(s) operated under the Agreement and being closed. If the Account Holder fails to give such instruction, upon expiry of the notice period the Bank shall pay the remaining Account balance to the Account Holder by postal money order, less any applicable handling fees. If the remaining Account balance does not exceed PLN 20, the Account Holder may withdraw it at any Bank Branch upon submitting a relevant instruction. In the absence of such instruction or if the remaining Account balance is insufficient to execute the instruction and cover any applicable fees, the Bank shall post the remaining Account balance to a non-interest-bearing technical account of the Bank.
5. The Bank may terminate the Agreement if:
  - 1) information provided by the Account Holder when applying for an Account is false or incorrect;
  - 2) The Account Holder has failed to perform his or her obligations under the Agreement or otherwise comply with its provisions or with any other terms and conditions invoked therein, which govern provision of a service that he or she applied for;
  - 3) The Account Holder used an overdraft facility available for a Payment Account which is a Current Account in breach of any applicable provisions of the Agreement;
  - 4) generally applicable laws or regulations have been amended to such an extent that the Bank is no longer able to provide services on the existing terms and conditions.
6. If the Bank has reasonable grounds to suspect that an Account is being used for criminal activity or by an unauthorised person or that any privileged information subject to banking secrecy is at risk of being disclosed to an unauthorised person, the Bank shall have the right to terminate the Agreement with immediate effect, restrict access to the funds held in the Account or block the Account, as well as to block the Electronic and/or Telephone Banking Service for the Account Holder and block his or her payment cards with immediate effect.
7. The Bank shall have the right to refuse to execute a Payment Order where:
  - 1) the Bank has reasonable grounds to suspect that the Payment Order is linked to jurisdictions or entities subject to international and national sanction regimes or embargoes, including those imposed by the European Union, the United States, the United Nations, or the United Kingdom;

- 2) the Payment Order violates the Bank's sanctions policy;
- 3) the funds covered by the Payment Order are subject to an asset freeze ordered under the law, including, without limitation, the Anti-Money Laundering and Combating the Financing of Terrorism Act of April 13th 2022 or the Act on Special Measures to Counteract Support for the Aggression against Ukraine and Protect the National Security;
- 4) such refusal is a required financial security measure under the Anti-Money Laundering and Combating the Financing of Terrorism Act;
- 5) such execution would violate applicable laws or regulations; ,
- 6) the Bank is unable to unequivocally identify the person placing the Payment Order as the Account Holder, including, without limitation, if the signature on the Payment Order form does not match the Account Holder's specimen signature on the Bank's record;
- 7) the information provided by the Account Holder to the Bank on the latter's request for the purposes of executing the Payment Order is inaccurate, incomplete or illegible or does not match the corresponding information on the Bank's record;
- 8) the Bank has learnt that the Account Holder has been using the Account in breach of these Terms and Conditions or the Agreement or in violation of any applicable laws or regulations;
- 9) the Bank suspects unauthorised use of the Account.

The Bank shall also have the right to place on hold the funds in the Holder's Account in cases specified by law, including the Anti-Money Laundering and Combating the Financing of Terrorism Act.

8. The Bank shall send a notice to terminate the Agreement to the Account Holder at the correspondence address provided by him or her.
9. The Account Holder shall be required to pay any outstanding liabilities to the Bank, including any interest, fees, commissions and costs due thereto, no later than on the last day of the notice period.
10. Termination of the Agreement shall result in the Account being closed.
11. The Agreement shall terminate:
  - 1) with respect to any Account whose balance does not exceed PLN 200 and on which no transaction has been executed over two years' time, except posting any accrued interest;
  - 2) if the Account held under it is an individual Account – upon the Account Holder's death;
  - 3) if ten years have passed since the Account Holder's last instruction relating to the Account(s) operated under the Agreement with the proviso that no automatic renewal of a Time Deposit shall be deemed an instruction. Renewing a Time Deposit so that it remains in effect for more than ten years since its opening shall be subject to the Account Holder's giving an instruction to renew it.
12. If the Agreement is terminated for the reason referred to in Clause 49.11.2, it shall be deemed to continue in effect for the bank accounts, including Time Deposits, operated under it until such time as the Bank pays the funds held in those Accounts to the person who has obtained a valid title to the funds, unless the Account balance does not exceed PLN 200 or, if the Account is a Foreign Currency Account, its equivalent in the currency in which the Account is denominated (the minimum amount specified in the Agreement).
13. If the Agreement is terminated for the reason referred to in Clause 49.11.3, the remaining Account balance shall be adjusted by the annual average consumer price index as estimated in the State Budget Act for a given year until such time as the remaining Account balance is paid to the person holding a valid title thereto. The adjustment shall be made on the last day of the calendar year.
14. The Bank shall have the right to request from the Account Holder such additional clarifications, declarations or documents as the Bank may require to perform its obligations under the Anti-Money Laundering and Combating the Financing of Terrorism Act.
15. The Bank shall have the right to refuse to conclude a new Agreement or to terminate the existing one if the Bank is unable to apply financial security measures in compliance with the Anti-Money Laundering and Combating the Financing of Terrorism Act.

## **Chapter XXI. Payments from Account following the Account Holder's death**

### **Clause 50**

1. The Account Holder having full legal capacity may place with the Bank a written Pay-on-Death Order, whereby, upon his or her death, specific amounts of his or her remaining Account balance shall be paid to his or her spouse, ascendants, descendants and/or siblings. Such amounts shall not be included in

the Account Holder's estate.

2. No such amount as is referred to in Clause 50.1 hereof, regardless of the number of Pay-on-Death Orders placed, may be higher than twenty times the average monthly employee pay (excluding profit distributions) in the enterprise sector, as announced by President of Statistics Poland for the last month before the Account Holder's death.
3. The Account Holder may cancel or modify his or her Pay-on-Death Order at any time.
4. If the Account Holder has placed more than one Pay-on-Death Orders and their total amount exceeds the cap referred to in Clause 50.2 hereof, they shall rank in priority in the reverse order of their placement.
5. Persons who are paid under a Pay-on-Death Order in violation of Clause 50.4 shall be required to refund any amounts so received to the Account Holder's successors.
6. Upon learning of the death of an Account Holder who has placed a Pay-on-Death Order, the Bank shall promptly notify the Payees named in the order of the option to withdraw the amounts payable to them thereunder.

#### **Clause 51**

1. A person named as a Payee in the Account Holder's Pay-on-Death Order shall have the right to collect the amount payable to him or her under the order upon presenting to the Bank the Account Holder's short-form death certificate, if not provided earlier to the Bank, without obtaining probate.
2. If the deceased Holder's Account is an individual Account, the Bank shall use its remaining balance to pay the costs of the Account Holder's funeral not exceeding the costs of arranging a funeral in accordance with the customary funeral practices of the deceased Account Holder's community to the person who submits to the Bank the Account Holder's short-form death certificate and the original funeral bills including the amounts of the funeral expenses, made out to that person.
3. If the Account Holder's Pay-on-Death Order does not include such Payees as are referred to in Clause 50.1 hereof, the Bank shall pay the Account Holder's remaining Account balance to the Account Holder's successors upon presentation of:
  - 1) a final and unappealable court order confirming succession to the Account Holder's estate or a notarial deed of succession to the Account Holder's estate, including a notice of its entry in the succession register;
  - 2) a final decree of distribution of the Account Holder's estate or a unanimous declaration by all of the successors on the distribution of the deceased Account Holder's remaining Account balance.
4. Following the Account Holder's death, the Bank shall, at the request of the competent pensions and disability allowances authority, refund the amount of any pension or other allowance paid to the deceased Holder's Account for the period after his or her death unless prior to receiving the request, the amount of such pension or allowance was paid to eligible Payees; in the latter case, the Bank shall, within 30 days of receipt of the refund request, notify the authority of such payment, including indicating the Payees.
5. The Bank shall notify competent tax authorities of any amounts paid from the deceased Holder's Account under his or her Pay-on-Death Order or as part of distributing his or her estate.

## **Chapter XXII. Amendments to these Terms and Conditions**

#### **Clause 52**

1. The Bank reserves the right to amend these Terms and Conditions for good cause.
2. Good cause for the purposes of this Clause 52 shall mean:
  - 1) expansion of the Bank's product and/or service offering or improvements in the Bank's existing products and/or services covered by these Terms and Conditions;
  - 2) discontinuation by the Bank of products and/or services provided under the Agreement with the Account Holder and covered by these Terms and Conditions due to their unprofitability;
  - 3) amendments to applicable laws or regulation or changes in their interpretation as a result of court rulings or decisions or recommendations of the National Bank of Poland, the PFSA and other competent authorities, necessitating amendments to these Terms and Conditions;

- 4) technological advances prompting amendments to these Terms and Conditions.
3. The Bank shall notify the Account Holder any amendments hereto relating to the products and/or services used by the Account Holder under the Agreement, subject to Clause 52.5 hereof.
4. The Bank shall notify the Account Holder of any amendments hereto in a manner specified in the Agreement no later than two months prior to their proposed effective date.
5. Amendments to these Terms and Conditions within the meaning of this Clause 52 shall not include any stylistic or formal changes or changes in the Bank's registration data, which do not affect the rights and obligations of the Account Holder in any way.

#### **Clause 53**

1. If prior to the proposed effective date of amendments hereto, the Account Holder does not submit to the Bank a written objection to the amendments, he or she shall be deemed to have consented thereto.
2. The Account Holder shall have the right to terminate the Agreement prior to the proposed effective date of any amendments hereto with effect from the date of being notified of such amendments but in any case no later than from the proposed effective date, with no termination fees applicable.
3. If the Account Holder objects to pending amendments hereto but does not terminate the Agreement in accordance with Clause 53.2 hereof, the Agreement shall expire on the day preceding the effective date of the amendments, with no termination fees applicable and subject to Clause 54 hereof.
4. No later than on the date of termination of the Agreement, the Account Holder shall pay any fees and commissions and, where applicable, repay any overdraft, including any interest accrued thereon, due from him or her to the Bank.

#### **Clause 54**

Where Time Deposits are held with the Bank under the Agreement, an objection to proposed amendments hereto shall result in termination of the Agreement from the day preceding the effective date of the amendments, with no termination fees applicable, and in closing the Time Deposits and payment of their total amounts, including any interest accrued thereon until the day preceding the date of termination of the Agreement, to the Account Holder.

### **Chapter XXIII. Personal details**

#### **Clause 55**

1. The Bank shall be the controller of the Account Holder's personal data.
2. The Bank may be contacted:
  - 1) by mail at the following address: ul. Jagielonska 17, 85-959 Bydgoszcz, Poland;
  - 2) by email at [informacja@pocztowy.pl](mailto:informacja@pocztowy.pl);
  - 3) by phone at +48 (52) 3499 499 (for all calls from a Polish or foreign mobile or fixed phone) (standard operator charges apply from the moment the caller hears 'Welcome! This is the Bank Pocztowy Hotline' message);
  - 4) via a dedicated online form available at [www.pocztowy.pl/kontakt](http://www.pocztowy.pl/kontakt).
3. The Bank has appointed a Data Protection Officer, who can be contacted:
  - 1) by mail at the following address: ul. Jagielonska 17, 85-959 Bydgoszcz, Poland, FAO: 'Data Protection Officer';
  - 2) by email at [informacja@pocztowy.pl](mailto:informacja@pocztowy.pl), with the email marked for the attention of the 'Data Protection Officer', or at [iod@pocztowy.pl](mailto:iod@pocztowy.pl).
4. The lawful bases for personal data processing shall be Article 6.1(a), Article 6.1(b), Article 6.1(c) and Article 6.1(f) of the GDPR.
5. The Bank shall process data for the following purposes:
  - 1) performing banking activities, taking necessary action to execute the Agreement, and, following its execution, properly performing it;
  - 2) provision of the Electronic and Telephone Banking Services, whose functionalities and operation may involve data profiling (including categorisation of customer payments; sending expected payment prompts to customers based on an analysis of previous transactions on their Accounts, including with the use of detection algorithms; and displaying suggestions and recommendations

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- on asset management, use of services, etc.);
- 3) compliance with FATCA, CRS or AML requirements under:
    - a) the Agreement between the Government of the Republic of Poland and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA,
    - b) the Act on Tax Information Exchange with Other Countries,
    - c) the Anti-Money Laundering and Combating the Financing of Terrorism Act;
  - 4) statistical purposes and in-house analyses where the result of data processing is not personal data and it is not used in support of decisions regarding any particular natural person, i.e. for the purpose of pursuing the Bank's legitimate interest in ensuring its stable and secure operation;
  - 5) handling claims and Complaints, i.e. for the purpose of pursuing Bank's legitimate interest in reviewing the merits of any Complaints received and defending itself against any claims;
  - 6) direct marketing related to the Bank's operations, including customer profiling, i.e. automated customer analysis based on the products used and/or assets owned by the customer, and customer marketing and income segmentation (customer grouping in order to target various activities related to services, costs and product and/or service delivery channels at particular customer groups; classifying customers into particular segments, including using customer marketing and income segmentation for communication and sales purposes; customer grouping in order to target various activities related to services, costs and product and/or service delivery channels, etc., at particular customer groups), i.e. for the purpose of pursuing the Bank's legitimate interest in building a product and service offering meeting consumer needs and expectations;
  - 7) sending to the Account Holder commercial information by email, including in the form of a newsletter, or by text message at the email address or mobile phone number, as appropriate, indicated by the Account Holder and conducting direct email, telephone and text message marketing activities using such email address and mobile phone number, provided that the Account Holder has given his or her voluntary consent to such activities;
  - 8) offering by the Bank of products of entities with contractual links with the Bank, provided that the Account Holder has given his or her voluntary consent to such activities, except where in connection with the Account Holder's Agreement with the Bank his or her data is processed for direct marketing purposes as specified above;
  - 9) data archiving under various laws and regulations, including the Accounting Act and the Banking Law, and in order to pursue the Bank's legitimate interest consisting in securing information which may be required to prove certain facts related to the Agreement with the Account Holder and/or provision of services thereto;
  - 10) conducting customer satisfaction surveys in order to pursue the Bank's legitimate interest consisting in ensuring that the Bank's product and service offering meets consumer expectations;
  - 11) transaction monitoring, including customer profiling to enable detection of unauthorised or illegal payment transactions where required to:
    - a) determine whether the application of Strong User Authentication is necessary in compliance with Commission Delegated Regulation (EU) 2018/389 of November 27th 2017 supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to regulatory technical standards for strong customer authentication and common and secure open standards of communication,
    - b) to pursue the Bank's legitimate interest in ensuring the security of funds deposited in the Holder's Account(s) and preventing criminal activity;
  - 12) fulfilling the Bank's obligation under Article 92ba of the Banking Law to provide aggregate information on bank accounts or agreements at the request of the Account Holder or of a person who has obtained a valid title to a deceased Account Holder's estate in accordance with that statute.
6. The Bank shall process personal data:
- 1) in connection with the Agreement and performance of banking activities, including transaction monitoring and profiling – throughout the term of the Agreement;
  - 2) for statistical and in-house analysis purposes – for the duration of a relevant liability;
  - 3) for data archiving purposes – for a period determined in accordance with the Anti-Money Laundering and Combating the Financing of Terrorism Act and the Accounting Act, i.e. for at least five years after the expiry of a relevant liability, unless other laws or regulations prescribe a longer

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- period, or a Complaint or claim has been filed;
- 4) to fulfil the obligation under Article 92ba of the Banking Law – for as long as the Bank is bound by the obligation;
  - 5) for the following purposes:
    - a) direct marketing,
    - b) sending to the Account Holder commercial information by email, including in the form of a newsletter, or by text message at the email address or mobile phone number, as appropriate, indicated by the Account Holder and conducting direct email, telephone and text message marketing activities using such email address and mobile phone number,
    - c) offering by the Bank of products of entities having equity or contractual links with the Bank,
    - d) conducting customer satisfaction surveys,
      - until such time as the Account Holder revokes his or her consent or objects to the processing of his or her personal data by the Bank in pursuance of its legitimate interests.
  7. The Account Holder shall have the right to object (including on grounds relating to his or her particular situation) at any time to the processing by the Bank of his or her personal data in pursuance of the Bank's legitimate interests. Such objection may be submitted in person, by electronic means, by phone or by mail. Upon receipt of such objection, the Bank shall cease to process the Account Holder's personal data unless it can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the Account Holder or for the establishment, exercise or defence of legal claims.
  8. Personal data may be disclosed to other entities authorised to receive them under applicable laws or regulations, entities listed in Article 105.4 and Article 105.4d of the Banking Law, and other third parties which the Account Holder consents to disclosing personal data to. Personal data may also be submitted to the Register of Personal Identification Numbers (PESEL) or the Register of National Identity Cards in order to check if the personal data provided by Account Holder are true and accurate.
  9. Pursuant to Art. 105.4b of the Banking Law, the Bank may provide credit reference agencies with information on the Account Holder's liabilities under any banking agreements if all of the following criteria under Article 14.1 of the Act on Access to Business Information and Exchange of Business Information of April 9th 2010 (Dz.U. of 2021, item 2057, as amended) are satisfied:
    - 1) the total amount of the Account Holder's liabilities towards the Bank which have been due and payable for at least 30 days is at least PLN 200;
    - 2) at least one month has passed (i) since the Bank sent to the Account Holder, by registered mail at his or her service address or electronic service address as indicated by the latter or, if no such indication has been made, his or her address of residence, a payment notice including a warning that the Bank intends to transmit the Account Holder's data to a credit reference agency and indicating the agency's name and registered address or (ii) since such payment notice has been delivered to the Account Holder by hand;
    - 3) no more than six years have passed (i) since the Account Holder's liability became due and payable or (ii), for claims established by a final judgment of a court or other authority competent to decide cases of a given type or of an arbitration court judgment, as well as for claims accepted under a settlement agreement entered into before a court or an arbitration court or before a mediator and approved by court, since the establishment or acceptance of the claim, as appropriate.
  10. Such entities as are referred to in Article 105.4 of the Banking Law may disclose the Account Holder's personal data received from the Bank:
    - 1) on request and to the extent specified therein – to credit reference agencies operating under the law referred to in Article 55.9;
    - 2) to financial institutions that are subsidiaries of banks if such data concerns the Account Holder's liabilities arising under the Agreement and related to the performance of banking activities, pursuant to Article 105.4d of the Banking Law.
  11. The Account Holder's personal data may also be accessed by the Bank's vendors (data processors), e.g. accounting, law or audit firms, IT service providers, marketing agencies, entities involved in the provision of payment services, and agents and intermediaries, including Poczta Polska S.A. of Warsaw (registered address: ul. Rodziny Hiszpańskich 8, Warsaw, Poland). As some of these data processors use cloud-based solutions provided by Microsoft, your personal data may be transferred outside the European Union to third countries under data protection clauses. For the standard contractual clauses applied by Microsoft, refer to the Online Services Terms (OST) at <https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>. In connection with the performance of payment services,

including international Credit Transfers, the Account Holder's personal data may also be transferred outside the European Union to third countries through Payment Service Providers, which apply safeguards in the form of binding corporate regulations or standard data protection clauses to ensure that such data transfer is secure. In order to obtain additional information, including on how to receive a copy of these safeguards or where to access them, the Account Holder may contact the Bank in any of the manners specified above.

12. Pursuant to Article 105.1.1c and Article 105.4 of the Banking Law, in connection with the performance of banking activities, the Account Holder's personal data may be transmitted to Biuro Informacji Kredytowej S.A. (a credit reference agency) of Warsaw (registered address: ul. Zygmunta Modzelewskiego 77a, Warsaw, Poland) ("BIK"). Upon receipt of the Account Holder's personal data, BIK shall become its separate controller. BIK can be contacted by email at kontakt@bik.pl or by mail at the following address: Centrum Obsługi Klienta BIK S.A., ul. Postępu 17A, 02-676 Warsaw, Poland. BIK has appointed a data protection officer, who can be contacted by email at iod@bik.pl or by mail at the following address: Centrum Obsługi Klienta BIK S.A., ul. Postępu 17A, 02-676 Warsaw, Poland, FAO: Data Protection Officer. The Data Protection Officer can be contacted in all matters concerning the processing of personal data and the exercise of related rights.
13. BIK shall process personal data for the following purposes:
  - 1) performing banking activities, including, without limitation, assessing creditworthiness and credit risk, including with the use of profiling, with the lawful base for the processing being the provisions of the Banking Law;
  - 2) statistical and analytical purposes where the result of data processing is not personal data and it is not used in support of decisions regarding any particular natural person, with the lawful base for the processing being the legitimate interest of the controller under the Banking Law;
  - 3) applying internal methods and other methods and models as referred to in Article 105a.4 of the Banking Law, with the lawful base for the processing being the said statute;
  - 4) handling potential claims and Complaints, with the lawful base for the processing being the controller's legitimate interest in reviewing the merits of any Complaints received and defending itself against potential claims.
14. BIK shall process the following types of personal data:
  - 1) personally identifiable data, i.e. Personal Identification Number (PESEL), Taxpayer Identification Number (NIP), forename, surname, Identity Document data, birth name, mother's maiden name, father's forename, mother's forename, date of birth, place of birth, and nationality;
  - 2) address and contact information;
  - 3) socioeconomic data, i.e. information on employment or business activity, education, income and expenses, marital status, number of household members, and marital property regime;
  - 4) data on liabilities, i.e. source of the liability, its amount and currency, account number and balance, date on which the liability arose, liability repayment conditions, purpose of the financing, security interests granted and collateral, debtor's repayment record, outstanding balance as at the date of expiry of the liability, liability expiry date, reasons for failure to perform or default referred to in Article 105a.3 of the Act, reasons for expiry of the liability, information on consumer insolvency, lending decisions, and data on credit applications.
15. BIK sources personal data from the Bank. BIK may also process consumer insolvency information sourced from the Bank or the *Monitor Sądowy i Gospodarczy* Official Gazette.
16. BIK shall process personal data:
  - 1) for the purpose of performing banking activities, including, without limitation, assessing creditworthiness and credit risk – for the duration of the Account Holder's liability, and thereafter only if the Account Holder has given his or her consent to the processing or if the conditions under Article 105a.33 of the Banking Law are satisfied, but in any case no longer than for a period of five years from the expiry of the liability or, with respect to data specified in a data request submitted to BIK, no longer than for a period of five years from its submission, with the proviso that in the latter case such data will be shared for no longer than 12 months from its provision;
  - 2) for the purpose of applying internal methods and other methods and models as referred to in Article 105a.4 of the Banking Law – for the duration of the Account Holder's liability and for a period of 12 years from its expiry;
  - 3) for statistical and analytical purposes – for the duration of the Account Holder's liability and for a period of 12 years from its expiry or, with respect to data specified in a data request submitted to BIK, for no longer than for a period of ten years from its submission;

- 4) for the purpose of handling claims and Complaints – until such time as the Account Holder's potential claims under the Agreement or his or her other potential claims become time-barred.
17. BIK may disclose personal data to other entities authorised to receive them under applicable laws or regulations, including entities listed in Article 105.4 and Article 105.4d of the Banking Law, and to BIK's trading partners which the Account Holders consents to disclosing personal data to. Personal data may also be submitted to the Register of Personal Identification Numbers (PESEL) or the Register of National Identity Cards in order to check if the personal data provided by Account Holder are true and accurate. Personal data may also be transmitted to entities processing data on behalf of BIK, such as IT service providers, with the proviso that such entities may only process personal data as subprocessors under an agreement with BIK and exclusively in accordance with its instructions.
  18. The Account Holder shall have the right to request that both the Bank and BIK grant him or her access to his or her personal data, rectify or erase it, or restrict its processing. The Account Holder shall also have the right to object to the Bank or BIK's processing of his or her personal data in pursuance of its legitimate interest.
  19. The Account Holder shall have the right to revoke at any time his or her consent to the Bank's or BIK's processing of his or her personal data for purposes requiring such consent. Such revocation shall not affect the lawfulness of processing based on the Account Holder's consent before its revocation.
  20. The Account Holder shall have the right to request that the Bank or BIK provide to him or her his or her personal data processed by the Bank or BIK, as appropriate, for the purposes of executing and performing the Agreement or based on the Account Holder's consent in a structured, commonly used and machine-readable format so as to enable the Account Holder to transmit such data, including to another data controller. The right to transmit data shall not apply to data constituting a business secret.
  21. The Account Holder shall also have the right to lodge a complaint against the Bank or BIK with a personal data protection authority, which in the Republic of Poland is President of the Personal Data Protection Office (ul. Stawki 2, 00-193 Warsaw, Poland).
  22. Provision by the Account Holder of his or her personal data to the Bank is voluntary, but necessary for the purposes of executing and performing the Agreement.

## Chapter XXIV. Security and Incidents

### Clause 56

1. The Bank shall publish on the Bank Website the rules for secure use of payment services.
2. The Bank shall take measures to raise customer awareness of security risks related to payment services, and, as part of serving the Account Holder, it shall offer him or her support and advice with respect to mitigating such risks, including correcting any security deficiencies. The Account Holder may call the Contact Centre or email the Bank at the email address provided in the Agreement to request such support and advice.
3. The Bank shall apply security measures to mitigate any operational risks and risks to the security of payment services provided by the Bank. Security risks may arise from inadequate or unreliable procedures or external events that have or may have an adverse impact on the availability, integrity and confidentiality of information and communication systems or information used by the Bank to provide payment services. At the Account Holder's request, the Bank shall notify him or her of any attempts, including failed ones, to execute a payment transaction in the manner specified in Clause 28.2 hereof.

### Clause 57

1. The Bank shall notify the Account Holder of any instances of fraud or suspected fraud involving the products used by the Account Holder and of any security risks to the Bank's operations related to the provision of payment services through one of the following communication channels:
  - 1) by texting the Account Holder at his or her phone number,
  - 2) by having the Contact Centre call the Account Holder at his or her contact phone number,
  - 3) by emailing the Account Holder at his or her email address,
  - 4) by mailing the Account Holder at his or her correspondence address,
  - 5) by presenting to the Account Holder a system message upon his or her signing in to the Electronic Banking Service.



2. If a serious operational Incident or an Incident related to the Bank's security, including an ICT Incident, occurs, which has or may have an impact on the Account Holder's financial interests, the Bank shall, without undue delay, notify the Account Holder of the Incident in the manner specified in Clause 57.1 hereof and inform him or her of the available measures that the Account Holder may take to mitigate the adverse effects of the Incident.
3. The Account Holder may file a complaint about the security of payment services provided by the Bank.

## Chapter XXV. Miscellaneous

### Clause 58

1. The Account Holder's correspondence address shall be in the Republic of Poland. The Account Holder must not provide the address of a Bank Branch or Post Office Outlet as his or her correspondence address.
2. The Account Holder and his or her Agent shall notify the Bank of any change in their residence or correspondence addresses Via the Telephone Banking Service, by mail or by any other available means of communication with the Bank.
3. The Account Holder or his or her Agent shall notify the Bank of any change in their names, Identity Document details or specimen signatures in person at a Bank Branch or Post Office Outlet or online via the Electronic Banking Service (subject to the availability of such functionality).
4. The Account Holder or his or her Agent shall confirm the loss of the Identity Document he or she uses to identify himself or herself in communication with the Bank as well as any change in their telephone numbers indicated in the Agreement as their contact phone numbers.
5. In exceptional circumstances, the Bank may decide to open and operate a Payment Account on individual terms and conditions other than these ones.
6. Funds held in an Account shall be exempt from garnishment under a writ of attachment issued by court or a competent administrative authority up to the amount specified in the Banking Law.
7. For the purposes of performing the Agreement and operating the Accounts, the Bank shall entrust Poczta Polska S.A. of Warsaw (registered address: ul. Rodziny Hiszpańskich 8, 00-940 Warsaw, Poland) with the processing of privileged information subject to banking secrecy in compliance with the Banking Law of August 29th 1997 (consolidated text: Dz.U. of 2022, item 2324, as amended) and the Act of September 5th 2008 on the Commercialisation of the State-owned Public Utility Provider Poczta Polska (consolidated text: Dz.U. of 2020, item 2064, as amended) and relevant agreements concluded with the Bank.
8. The Agreement shall be prepared and executed in Polish, which shall also be the language of communication between the parties thereto during its term.
9. The available methods of communication between the Bank and the Account Holder, including the methods of submitting instructions by the Account Holder and providing information by the Bank, are specified in the Agreement, including in these Terms and Conditions.
10. The Account Holder may at any time during the term of the Agreement request that he or she be provided, in hard copy, on a Durable Medium, or, subject to the Account Holder's prior consent, by email, with the text of the Agreement, including of these Terms and Conditions, as well as with the addresses of Bank Branches and other Bank agents that are open for business, to the extent that such information is relevant for communication with the Bank.

### Clause 59

1. Funds held with the Bank shall be protected under the mandatory banking guarantee scheme in accordance with the Act of June 10th 2016 on the Banking Guarantee Fund, the Deposit Guarantee Scheme and Mandatory Restructuring (consolidated text: Dz.U. of 2022, item 793, as amended). Details on the banking guarantee scheme are presented in a fact sheet, which shall be provided to the Account Holder prior to executing the Agreement. The fact sheet shall also be provided to the Account Holder during the term of the Agreement at least once a year and on request.
2. These Terms and Conditions have been issued pursuant to Article 109 of the Banking Law.