

Electronic and Telephone Banking Services Agreement

No.

("Agreement"), made on....., in

by and between

.....(enter the Bank Branch's name and address) of Bank Pocztowy S.A. of Bydgoszcz, 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) 554-03-14-271, licensed to operate under President of the National Bank of Poland's decision No. 18 of April 5th 1990 and regulated by the Polish Finance Supervision Authority, SWIFT: POCZPLP4, email address: informacja@pocztowy.pl, represented by:

hereinafter referred to as the "Bank", and

Service User's details

Forename and middle name(s)..... Surname.....

Residence
Street name, building number zip code, town/city, country

The Service User hereby represents that his or her details included in this Agreement, including his or her address of residence, are true, accurate and complete.

Polish National Identification Number (PESEL)

Correspondence address
Street name, building/suite number, zip code, town/city, country

Identity Document: Contact phone number:

hereinafter referred to as the "Service User",

Parameters of Electronic Banking Service and Telephone Banking Service

The Electronic Banking Service shall be activated hereunder for the Service User as follows:

Customer Identification Number (CIN)

Pocztowy24 online banking service

Authorisation method

SMS Code Mobile phone number which SMS Codes are to be sent to

Certificate

Preferred delivery method for first sign-in password

Text message Phone number to text the password to

By mail to the correspondence address

The Service User to continue to use his or her existing password
(if the Service User has already access to Pocztowy24 under a separate agreement)

Amount limits for payment transactions in Pocztowy24 (in PLN)

Daily limit No limit Amount:

Single transaction limit No limit Amount:

Telekonto telephone banking service

Preferred delivery method for first sign-in password

Text message Phone number to text the password to

By mail to the correspondence address

The Parties agree as follows:

Clause 1

1. Pursuant to this Agreement and subject to the Electronic and Telephone Banking Terms and Conditions, the Bank shall:

1) provide the Service User with access to the Electronic Banking Service, comprising:

- a) the Pocztowy24 Online Banking Service ("Pocztowy24") available at <https://www.pocztowy24.pl/>,
- b) the Telekonto Telephone Banking Service ("Telekonto") available at 801 100 500 (or +48 52 34 99 499 for mobile phone calls),
- c) Text Message Notification Service;

2) enable the Service User to use the Electronic Banking Service referred to Clause 1.1 hereof to perform payment transactions and submit instructions in accordance with the Electronic and Telephone Banking Terms and Conditions.

2. This Agreement does not commit the Service User to conclude any agreements for banking products or services which the Bank offers to make available via the Electronic Banking Service.

Clause 2

1. Subject to the Electronic and Telephone Banking Terms and Conditions, the Service User:

- 1) hereby authorises the Bank to execute payment transactions ordered and Instructions submitted via the Electronic Banking Service and/or Telephone Banking Service;
- 2) hereby authorises the Bank to make available via the Electronic Banking Service such products and services as the Service User may use under separate agreements;

- 3) shall be required:
 - a) to 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,
 - b) not to disclose any information on the operation of the Electronic Banking Service if such disclosure could compromise the measures applied to ensure the security of payment transactions and Instructions,
 - c) to comply with the Electronic and Telephone Banking Service Terms and Conditions,
 - d) to store his or her Customer Identification Number, Password and mobile phone, including the SIM card, with due care diligence and in conformity with any applicable security rules.
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. 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 to him or her new credentials to replace the missing or disclosed ones.
4. The Service User must not use the Electronic Banking Service or Telephone Banking Service to distribute any illicit content.

Clause 3

1. The 'Bank Pocztowy S.A. Electronic and Telephone Banking Terms and Conditions', attached as an appendix hereto, shall form an integral part hereof.
2. The Electronic and Telephone Banking Terms and Conditions meet the definition of 'terms of service' under Article 8.1 of the Electronic Services Act of July 18th 2002 (consolidated text: Dz.U. of 2017, item 1219, as amended).

Clause 4

1. The parameters of the Electronic Banking Service and Telephone Banking Service, including the transaction amount limits and the one-time password delivery method, are defined herein under 'Parameters of Electronic Banking Service and Telephone Banking Service' or in a relevant separate document.
2. The parameters referred to in Clause 4.1 may be changed in writing at any time as well as, subject to the availability of such functionality, directly in the Electronic Banking Service and/or Telephone Banking Service.

Clause 5

1. The Parties acknowledge and agree that declarations of intent made hereunder via the Electronic Banking Service shall be effective if they are authorised:
 - 1) with an SMS Code or Electronic Banking Service certificate, depending on the Service User's preference,
 - 2) with the Service User's CIN and Access Password.
2. The Parties acknowledge and agree that banking-related electronic declarations of intent made via the Electronic Banking Service shall be deemed to meet the written form requirement under Article 7 of the Banking Law of August 29th 1997 (consolidated text: Dz.U. of 2017, item 1876, as amended).
3. The Parties may also agree on a different method for effectively making declarations of intent hereunder.

Clause 6

Following the conclusion of this Agreement, the Bank shall make available to the Service User via the Electronic Banking Service and Telephone Banking Service the Accounts held and other Bank products used by him or her as at the date of this Agreement as well as such other products as the Service Holder may apply for in the future under separate agreements. A Bank product or service, as offered by the Bank, shall be made available via the Electronic Banking Service automatically with no separate Instruction required from the Service User.

Clause 7

1. The Bank shall execute any payment transactions ordered via the Electronic Banking Service and/or Telephone Banking Service as soon as practicable, subject to the applicable Electronic and Telephone Banking Service Terms and Conditions.
2. Where the Electronic and Telephone Banking Service Terms and Conditions do not provide for the execution of a particular payment transaction, its execution shall be governed by the applicable product or service terms and conditions.

Clause 8

1. No payment transaction ordered via the Electronic Banking Service and/or Telephone Banking Service may exceed:
 - 1) the Available Balance in the Account made available in the Electronic Banking Service,
 - 2) the applicable transaction amount limits, i.e.:
 - a) the single transaction limit,
 - b) the daily limit.
2. The Service User shall set up the limits referred to in Clause 8.1.2 hereof. The Bank may also set up those limits by specifying them in this Agreement.
3. For the detailed procedure for setting up transaction amount limits and their applicability, refer to the Electronic and Telephone Banking Service Terms and Conditions.

Clause 9

1. The Bank may block access to the Electronic Banking Service at the Service User's request or on its own initiative if the conditions specified in Clause 9.3 hereof are met.
2. The Service User may block access to the Electronic Banking Service and/or the Telephone Banking Service to the extent indicated by him or her (i) by using the dedicated functionality in the given service, subject to its availability, (ii) in writing, or (iii) in person at a Bank Branch or Post Office Outlet.
3. The Bank may block access to the Electronic Banking Service and/or Telephone Banking Service on its own initiative if:
 - 1) it learns that provisions of Clause 2.2 hereof have been breached;
 - 2) the Service User has otherwise breached this Agreement or the Electronic and Telephone Banking Terms and Conditions (in particular as applicable to security measures);
 - 3) the Service User's fails pay fees and commissions applicable to the Electronic Banking Service when due,
 - 4) the Bank's IT systems have failed or malfunctioned as a result of a force majeure event or the Bank has identified an imminent risk to the security of such systems or information processed by the Bank.
4. Where Clause 9.3 applies, the Bank shall notify the Service User of his or her access to the service having been blocked unless giving such notice is prohibited by law or by a decision of a competent authority.
5. The Service User hereby consents to the Bank's use of cookies under the applicable Electronic and Telephone Banking Terms and Conditions and in accordance with the notice on the Bank Website.

Clause 10

1. The Bank shall charge fees and commissions for execution of payment transactions ordered and other Instructions submitted via the Electronic Banking Service and/or Telephone Banking Service in accordance with the applicable Fees and Commissions Schedule. An excerpt from the Fees and Commissions Schedule specifying the fees and commissions applicable to banking activities and Instructions covered by this Agreement is attached as an appendix hereto.
2. The fees and commissions applicable to a particular product or service made available in the Electronic Banking Service and/or Telephone Banking Service are specified in the relevant product or service agreement.
3. The Bank shall debit the amount of a fee due thereto for the execution of a payment transaction from the Account on which the transaction was performed on the execution date, subject to Clause 10.4 hereof.
4. When using Means of Remote Communication for the purposes hereof, including to access and use the Electronic Banking Service and/or Telephone Banking Service, the Service User shall cover any costs of:
 - 1) Internet access,
 - 2) data transmission,
 - 3) other telecommunications services,at the applicable rates charged by the providers of those services to the Account Holder.

Clause 11

1. If the Service User is dissatisfied with the quality of the Bank's services, he or she may file a Complaint with the Bank in accordance with the applicable provisions hereof.
2. The Service User may file:
 - 1) a written Complaint in person or by mail 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, visit the Bank Website);
 - 2) an oral Complaint by calling the Bank's helpline at 801 100 500 or by dictating it in person to a Bank Branch;
 - 3) an email Complaint at informacja@pocztowy.pl;
 - 4) a Complaint by fax at 52 583 82 34;
 - 5) an online Complaint via the Electronic Banking Service, subject to the availability of such functionality.
3. The Bank shall respond to a Complaint submitted in accordance with this Clause 11 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.
4. The Bank shall decide each Complaint received without undue delay, but in any case no later than within 15 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 11.4 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 days from the date of receipt of the Complaint.
6. If the Bank misses the time limit referred to in Clause 11.4 hereof or, where appropriate, the time limit referred to in Clause 11.5 hereof, the Complaint shall be deemed decided in the complainant's favour provided that the complainant is a natural person.
7. At the request of the complainant, the Bank shall confirm receipt of the Complaint filed in accordance with Clause 11.2.2–5 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. The Service User, 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. Herberta 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.
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 (al. Jerozolimskie 87, 02-001 Warsaw, Poland, phone: 22 333 73 26, 22 333 73 27, fax: 22 333 73 29) review the case in the manner specified at www.rf.gov.pl.
10. The Service User 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: pl. Powstańców Warszawy 1, 00-950 Warsaw, Poland, or filed using a dedicated online form as specified on the PFSA website at www.knf.gov.pl.
11. The Service User may also request that a Municipal or District Consumer Ombudsman assist him or her in filing a grievance or Complaint against the Bank.
12. Any disputes arising from this Agreement shall be submitted for resolution to a competent court in the venue where the Account Holder is resident.
13. For information on alternative grievance and dispute resolution procedures available to the Service User, other than those mentioned in the Clause 11, and for details on submitting and deciding Complaints, refer to the applicable Product or Service Terms and Conditions.

Clause 12

Under Article 12a of the Payment Services Act of August 19th 2011 (consolidated text: Dz.U. of 2017, item 2003, as amended), the Bank may exchange information with other issuers of Payment Instruments on any Service User whose improper performance of a Payment Instrument agreement led to its termination.

Clause 13

1. Irrespective of the Account Statement provision method chosen by the Customer, for the Account(s) accessible via the Poczta24 Online Banking Website, electronic Account Statements shall also be available on that website.
2. The Account Holder hereby represents that he or she has received the Fees and Commissions Schedule, which forms an integral part hereof, acknowledges and accepts its provisions, and undertakes to comply therewith.
3. In matters not provided for herein, the provisions of the agreements for the Accounts and other Bank products made available hereunder via the Electronic Banking Service shall apply.

Clause 14

1. Termination or expiration hereof shall not affect the validity or effectiveness of the agreements for Bank products and services made available hereunder via the Electronic Banking Service.
2. If the Service User is a Consumer, he or she may withdraw from this Agreement without incurring any withdrawal charges within 14 days from the later of the execution of this Agreement and the fulfilment of the obligation under Clause 16.2 hereof.
3. This Agreement may be withdrawn from as provided for in Clause 14.2 hereof without giving cause by submitting a notice of withdrawal compliant with the form attached as an appendix hereto.

Clause 15

1. This Agreement is concluded for an indefinite term, subject to Clause 15.4 hereof.
2. This Agreement shall be terminated if the Parties agree to terminate it or if one serves a notice of termination on the other, with the notice period being:
 - 1) two months where the serving party is the Bank and the Service User is a Consumer, or
 - 2) one month where the serving party is the Bank and the Service User is not a Consumer.
3. The Bank may terminate this Agreement without notice only if:
 - 1) the Service User fails to comply with the provisions hereof,
 - 2) the Service User fails to comply with the provisions of the agreement or terms and conditions for a product or service made available in the Electronic Banking Service,
 - 3) the Service User provides false details herein,
 - 4) the Service User defaults on payment of any fees or commissions due and payable to the Bank for the use of products or services hereunder.
4. The Agreement shall terminate:
 - 1) upon termination or expiry of the agreement for the last product or service available in the Electronic Banking Service,
 - 2) upon the expiry of the notice period for this Agreement,
 - 3) upon receipt by the Bank of a confirmation of the Service User's death.
5. Any amendments hereto shall be ineffective unless made in the form of an amendment agreement, with the exception of modifications in the parameters of the Electronic Banking Service or in the Service User's personal details, address or Identity Document particulars, which shall be made in writing.
6. No change in the Pocztowy24 Online Banking Website address or in the Telekonto Telephone Banking Service or Text Message Notification Service phone numbers specified in Clause 1.1.1 hereof shall require executing an amendment agreement hereto. The Bank shall notify the Service User of such changes via the Electronic Banking Service.

Clause 16

1. If the Service User is a Consumer, he or she shall have the right to request at any time during the term of this Agreement that the text of this Agreement be provided to him or her in hard copy, on a Durable Medium, or, subject to the Service User's prior consent, by email.
2. If the manner in which this Agreement is executed precludes prior provision of its text, including any relevant appendices, to the Service User, the Bank shall provide it to him or her as soon as practicable after this Agreement is executed.

Clause 17

1. This Agreement is concluded for an indefinite term and may be terminated by either Party.
2. Termination of this Agreement shall not affect the effectiveness of any agreements for Bank products or services between the Parties hereto.
3. Following termination of this Agreement, the Customer shall no longer be able to use the Electronic Banking Service.
4. The Service User acknowledges that he or she shall have the right to access this Agreement in electronic form, signed with a qualified digital signature, in the Bank's digital repository at <https://e-wniosek.pocztowy.pl/umowy/>. To access the repository, the Service User shall provide his or her ID _____ (Polish National Identification Number (PESEL)) and password _____ (application number).

Clause 18

Provision of information	Service User
The Service User hereby represents that he or she was provided with the text of this Agreement, the effective Electronic and Telephone Banking Terms and Conditions, and an excerpt from the Fees and Commissions Schedule a reasonable time in advance of executing this Agreement so as to enable the Service User to read and understand the provisions of those documents, which he or she has acknowledged and agreed to.	YES/NO
Declaration of PEP or related status(<i>declaration required under the Anti-Money Laundering and Combating the Financing of Terrorism Act of March 1st 2018, effective as of July 13th 2018</i>)	
I hereby declare that I am: <ol style="list-style-type: none"> 1. a politically exposed person, i.e. I hold a prominent public office or have been entrusted with a prominent public function, including being one of the following: <ol style="list-style-type: none"> 1) head of state, head of government, minister, deputy minister, secretary of state, or undersecretary of state, including President or Prime Minister or Deputy Prime Minister of the Republic of Poland, 2) member of parliament or a similar legislative body, including member of the Polish Sejm or Senate, 3) member of a governing body of a political party, 4) member of a supreme court, of a constitutional court or of other high-level judicial body, the decisions of which are not subject to further appeal, except in exceptional circumstances, including a judge or justice of the Polish Supreme Court, Constitutional Tribunal, Supreme Administrative Court, Provincial Administrative Court, or Appeals Court, 5) member of a court of auditors or of the board of a central bank, including President or Member of the Board of the National Bank of Poland, 6) ambassador, chargé d'affaires or high-ranking officer in the armed forces, 7) member of an administrative, management or supervisory body of a state-owned enterprise, including a director of a state-owned enterprise, member of the management or supervisory body of a company which the State Treasury or other state-control incorporated entity holds a more than 50% equity interest in, 8) director, deputy director or member of the board or equivalent function of an international organisation, 	YES/NO

<p>9) director general at the office of a top or central governmental authority, director general at the office of a provincial governor, or head of a field office of a special governmental administrative authority or agency;</p> <p>2. a natural person having joint beneficial ownership of a legal entity, unincorporated organisational unit or trust, or any other close business relations, with a politically exposed person;</p> <p>3. a natural person having sole beneficial ownership of a legal entity, unincorporated organisational unit or trust which is known to have been set up for the de facto benefit of a politically exposed person;</p> <p>4. the spouse or cohabiting partner of a politically exposed person;</p> <p>5. a child of a politically exposed person or the spouse or cohabiting partner of a politically exposed person's child;</p> <p>6. a parent of a politically exposed person.</p> <p>NOTE! If you checked YES, please complete the following declaration.</p>	
<p>I declare that the funds/assets/property remaining at my disposal under this Agreement or the transaction to be concluded represent:</p> <p><input type="checkbox"/> salary, wages or other compensation under a contract of employment, piecework contract, short-term employment contract under Civil Code, or other</p> <p><input type="checkbox"/> pension or disability allowance</p> <p><input type="checkbox"/> income earned from business activities</p> <p><input type="checkbox"/> income earned as an independent contractor</p> <p><input type="checkbox"/> inheritance/donation/lottery winnings</p> <p><input type="checkbox"/> other source (specify)</p>	
<p>I am aware that providing false information is a criminal offence, which I may be held liable for.</p> <p>I undertake to notify the Bank if my status with respect to political exposure as declared above changes. I also acknowledge and agree that the Bank may routinely verify my status and contact me to confirm whether my declaration remains true.</p>	

.....
 (date and signature of Service User)

.....
 (date and signature of person representing the Bank)

Agreement signed for the Bank with a qualified digital signature.

It is hereby certified that personal data provided herein are true, accurate and complete and the signatures affixed hereto are genuine.

.....
 (date stamp and employee signature)