

# REGULATIONS FOR SAVINGS CURRENT ACCOUNT, ELECTRONIC BANKING SERVICES AND DEBIT CARDS IN POWSZECHNA KASA OSZCZĘDNOŚCI BANK POLSKI SA



Bank Polski

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## **PART I GENERAL PROVISIONS**

### **CHAPTER 1 SUBJECT OF THE REGULATIONS AND DEFINITIONS**

#### **§ 1.**

1. The Regulations for the Savings Current Account, Electronic Banking Services and Debit Cards in Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna, hereinafter referred to as the "Regulations", defines the terms and conditions under which savings accounts are maintained with Powszechna Kasa Oszczędności Bank Polski SA, and under which other services specified in the Regulations are provided.
2. "The Regulations on Domestic Cash Settlements in PKO Bank Polski SA" apply to determining the rules and the manner of executing cash settlements in Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna.
3. "The Regulations on Foreign Currency Payment Orders in PKO Bank Polski SA" apply to determining the rules and the manner of executing foreign currency payment orders in Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna.

#### **§ 2.**

- 1) The terms used in these Regulations have the following meanings:
- 2) **agency of PKO Bank Polski SA** – the entity performing – in the name and on behalf of PKO Bank Polski SA – account servicing activities entrusted by PKO Bank Polski SA,
- 3) **access activation** – provision by PKO Bank Polski SA of access to electronic banking services on the basis of instructions of the Account Holder,
- 4) **authorization** – submission, by the Account Holder, of a declaration of will, in the electronic form, using authentication tools and technical solutions provided by PKO Bank Polski SA, in the manner prescribed for a given electronic access channel, whose legal effects are equivalent in respect of banking services to the declaration of will submitted in writing under the provisions governing banking activities; in specific cases

- authorization includes the Account Holder's additional confirmation of the instruction, on the phone,
- 5) **authorised debit balance** – a negative balance of the account, in the amount not exceeding the monthly limit set by PKO Bank Polski SA,
  - 6) **value date** – the date from which or to which interest accrues on the funds, with which the account has been debited or credited,
  - 7) **business day** – any day of ordinary business in PKO Bank Polski SA, excluding Saturdays and public holidays,
  - 8) **electronic access channels** – technical solutions provided by PKO Bank Polski SA to the Account Holder, enabling the use of services by using communication devices and wired or wireless communication, such as:
    - a) the online service,
    - b) the telephone service,
    - c) the text message channel.Individual access channels may differ from each other in terms of the scope of offered options and functions; the present, detailed description of the functions provided through them is available on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)),
  - 9) **password** – a character string used to verify the Account Holder in electronic access channels,
  - 10) **authentication tool** – technological solutions or data determined and made available by PKO Bank Polski SA, and used to link a declaration of will with the Account Holder making such declaration, and to authorize the declarations made, and instructions given, by the Account Holder in electronic access channels. The information on the form of applied authentication tools is published on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)),
  - 11) **card** – a debit card identifying the Card Holder or the Card User, regardless of its form (e.g. traditional form, a sticker), issued to individuals who are at least 13 years of age,
  - 12) **CVV2/CVC2 code** – a three-digit code located on the back of the card, used to confirm the transactions made on the Internet,
  - 13) **one-time code** – a character string used to authorize electronic banking activities,
  - 14) **Announcement of PKO Bank Polski SA** – information published for Account Holders in the branches of PKO Bank Polski SA or agencies of PKO Bank Polski SA and on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)),
  - 15) **daily limit** – the maximum amount up to which financial instructions can be given through electronic access channels during a day (24 hours),
  - 16) **card limit:**
    - a) daily limit for cash transactions – the maximum amount up to which the Card Holder or the Card User can make withdrawals during a day (24 hours),
    - b) daily limit for non-cash transactions – the maximum amount up to which the Card Holder or the Card User can make payments for goods and services during a day and make cash withdrawals accompanying non-cash transactions,
    - c) contactless transaction limit – for domestic transactions – the maximum amount up to which the Card Holder or the Card User may make non-cash payments for goods and services without additional confirmation with a PIN or a signature; for foreign transactions – the maximum number of non-cash transactions which the Card Holder or the Card User can make using the card, according to the Announcement of PKO Bank Polski SA,
    - d) daily limit for online transactions – the maximum amount up to which the Card Holder or the Card User can make payments for goods and services on the Internet during a day (24 hours),

- 1) **username** – A unique identifier defined by the Account Holder, used for verification in selected electronic access channels,
- 2) **unauthorized debit balance** – a negative balance of the account, arising from:
  - a) a withdrawal of the amount exceeding the balance of available funds in the account, or
  - b) charging a fee or making a charge exceeding the balance of available funds in the account, or
  - c) income tax withholding and health insurance contributions deducted by PKO Bank Polski SA from pensions and retirement pensions received from abroad, in the amount exceeding the balance of available funds in the account, or
  - d) failure to meet the deadline for repayment of the authorised debit balance,
- 3) **Client number** – a unique number assigned to the Account Holder, which is used to identify the Account Holder, for instance in electronic access channels,
- 4) **transaction** – a cash or non-cash transaction resulting in crediting or debiting the account,
- 5) **online transaction** – a non-cash transaction made on the Internet with the card,
- 6) **contactless transaction** – a non-cash transaction made with the card in the terminal with a contactless reader, involving the payment by placing the card equipped with the proximity function in front of the terminal reader,
- 7) **payment organization** – An international organization whose members are financial institutions forming the system of clearing transactions made using payment cards,
- 8) **PIN** – a confidential identification code assigned to a card and known only to the Card Holder or Card User,
- 9) **PKO Bank Polski SA** – Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna,
- 10) **Card Holder** – an Account Holder making – on his behalf and for his benefit – transactions using the card,
- 11) **Account Holder** – a natural person for whose benefit PKO Bank Polski SA maintains an account; in the case of several Account Holders (Account Co-Holders) – each of the Account Co-Holders,
- 12) **account** – a savings current account with PKO Bank Polski SA, with the exception of bank accounts opened and maintained under a separate agreement on Inteligo account,
- 13) **balance** – the balance of funds held in the account and posted to it as at the end of the day,
- 14) **electronic mailbox** – a functionality of selected electronic access channels, enabling the exchange of correspondence between PKO Bank Polski SA and the Account Holder,
- 15) **systematic proceeds** – proceeds to the account at least once every three months, for example, in respect of salaries, scholarships, retirement pensions, pensions, alimony,
- 16) **Schedule of Fees and Charges** – the Schedule of Bank Fees and Charges in PKO Bank Polski SA, applicable to natural persons,
- 17) **agreement** – an agreement to maintain a savings current account,
- 18) **electronic banking services** – servicing the account or other products and services through electronic access channels,
- 19) **additional services** – optional services provided to the Account Holder by PKO Bank Polski SA, which services go beyond holding the funds of the Account Holder and carrying out cash settlements on his behalf,
- 20) **Card User** – a natural person for whom the card and its identification data were issued, authorized by the Account Holder to make transactions using the card, in the name and on behalf of the Account Holder,
- 21) **verification** – identification of the Account Holder by PKO Bank Polski SA, in particular on the basis of:
  - a) an identity document,
  - b) a Client number or username,
  - c) a password,
  - d) additional questions and answers,
- 22) **available funds** – the balance of the account:
  - a) plus (cash and non-cash) proceeds and funds available under the authorised debit balance or revolving credit,
  - b) less any accepted amounts to be debited to the account and the total of blocked funds,
- 23) **3-DSecure** – a transaction confirmation method constituting additional security for online transactions made at merchants offering the use of this type of security; the security is provided by using authorization mechanisms available through the online service; 3-DSecure will be available as from the date indicated in the Announcement of PKO Bank Polski SA.

## CHAPTER 2 PURPOSE OF THE ACCOUNT

### § 3.

The account is used to dispose of the funds held in the account, and in particular:

- 1) to store funds,
- 2) to open and maintain savings fixed-term deposit accounts,
- 3) to carry out cash settlements, except for settlements related to business operations,
- 4) to obtain a revolving credit facility,
- 5) to use the authorised debit balance, subject to § 18 and § 19 subsection 4,
- 6) to obtain and use cards,
- 7) to make use of electronic banking services,
- 8) to make use of other additional services offered by PKO Bank Polski SA to the account, in accordance with separately specified terms and conditions.

### § 4.

1. The account is opened and maintained by PKO Bank Polski SA for natural persons with full capacity, subject to subsections 4 and 5.
2. PKO Bank Polski SA opens accounts that may be maintained as individual or joint accounts. Joint accounts are opened and maintained for two residing Account Holders with full capacity to act or for two Account Holders who are non-residents within the meaning of the foreign exchange law, who have the same country of tax residence and both hold a valid certificate of tax residence, or both do not have valid certificates of tax residence.
3. The account is opened after the conclusion of the agreement, subject to subsections 4 and 5.
4. The account for a minor under 13 years of age is opened following the conclusion of the agreement between PKO Bank Polski SA and the legal representative acting on minor's behalf.
5. A minor over 13 years of age and under 18 years of age may enter into the agreement with the written consent of the legal representative.

## CHAPTER 3 POWER OF ATTORNEY TO DISPOSE OF THE ACCOUNT

### § 5.

1. The Account Holder with full capacity to act may grant a power of attorney to dispose of the account to a natural person with full capacity to act.
2. The agent acting within the limits of the power of attorney has the same rights and obligations as the Account Holder.

### § 6.

1. A permanent power of attorney to dispose of the account may be granted to no more than two persons.
2. A permanent power of attorney may be granted as:
  - 1) an unlimited power of attorney – under which the agent has the right to give instructions to the same extent as the Account Holder, subject to § 7,
  - 2) a specific power of attorney – under which the agent has the right to give instructions at a branch of PKO Bank Polski SA to the extent specified by the Account Holder in the power of attorney.

### § 7.

An unlimited power of attorney does not authorise to:

- 1) give instructions in the event of death,
- 2) grant further powers of attorney,
- 3) enter into revolving credit agreements,
- 4) apply for the issue of a card,
- 5) terminate or modify the agreement.

### § 8.

1. A power of attorney may be granted or modified by a written declaration made by the Account Holder to PKO Bank Polski SA, and in the case of a joint account – by a unanimous statement of both Account Holders.
2. A power of attorney may be modified by revoking the current power of attorney and granting a new power of attorney.
3. The power of attorney or the declaration revoking the power of attorney may be served by post, as long as the identity and the authenticity of the Account Holder's signature are certified by:
  - 1) an authorized employee of the PKO Bank Polski SA, or
  - 2) a Polish notary public, or
  - 3) a Polish diplomatic mission or consular post, or
  - 4) a foreign correspondent bank of PKO Bank Polski SA, or

- 5) a foreign notary public, and the document bears the Apostille Certificate.  
The certification by a foreign notary public and the Apostille Certificate should be translated into Polish by a sworn translator in Poland.
4. If the text of the power of attorney does not meet the conditions referred to in subsections 1-3, PKO Bank Polski SA will immediately inform the Account Holder.

#### § 9.

The power of attorney may be revoked by the Account Holder at any time.

#### § 10.

The power of attorney expires upon:

- 1) its revocation,
- 2) the death of the Account Holder or of the agent,
- 3) the expiry of the period, for which it was granted.

### CHAPTER 4

#### DISPOSING OF THE ACCOUNT

#### § 11.

1. The Account Holder may dispose of the funds held in the account up to the amount of available funds, taking into account the daily limits set by the Account Holder, and the daily card limits, subject to subsection 2 and 4.
2. The Account Holder who is under 13 years of age may not independently dispose of the funds held in the account, or undertake independently any legal acts related to the fact of holding the account.
3. The legal representative of the Account Holder referred to in subsection 2 is entitled to dispose, on his behalf, of the funds held in the account within the limits of ordinary administration. The disposal of the funds outside the limits of ordinary administration requires permission of the guardianship court.
4. The Account Holder who is over 13 years of age and under 18 years of age, may independently dispose of the funds held in the account within the limits of the ordinary administration, provided the legal representative does not raise any objections to it in writing. The disposal of the funds outside the limits of ordinary administration requires permission of the guardianship court.
5. The objection referred to in subsection 4, which has been filed with PKO Bank Polski SA, constitutes a basis for PKO Bank Polski SA to block the possibility to dispose of the funds held in the account and to prevent the use of the card.

#### § 12.

1. In the case of a joint account, each of the Co-Holders may dispose, without restriction, of the funds held in the account and undertake independently any actions under the agreement; for example, a Co-Holder is authorised to terminate the agreement, subject to subsection 2.
2. The terms of the agreement may be amended only with the consent of all the Account Co-Holders.
3. The Co-Holders are jointly and severally liable under the agreement and for the instructions given.
4. In the event of the death of one of the Account Co-Holders, the account will continue to be maintained as a joint account to which the other Account Co-Holder will retain the rights referred to in subsection 1.

#### § 13.

1. Payment instructions may be performed in a cash or non-cash form, in accordance with separate provisions referred to in § 1 subsection 2 and § 1 subsection 3.
2. PKO Bank Polski SA reserves the right to restrict the client's possibilities to dispose of the funds held in the account, by failing to effect a transaction, by freezing the client's property values and by blocking the funds held in the client's account in cases provided for in the Act on Anti-Money Laundering and Combating the Financing of Terrorism and in the Banking Law Act. In carrying out the obligations arising from the Act on Anti-Money Laundering and Combating the Financing of Terrorist, PKO Bank Polski SA may require the Account Holder to provide additional oral or written explanations or documents necessary to execute instructions.

#### § 14.

1. The instruction will not be performed by PKO Bank Polski SA if:
  - 1) there is no authorisation to dispose of the account or the funds in the account,

- 2) there are no available funds, excluding contactless transactions carried out with a contactless card without the need for additional confirmation using a PIN or a signature,
  - 3) the signature on the instruction differs from the specimen signature given to PKO Bank Polski SA, except for instructions bearing a signature that has been authenticated in the manner prescribed in § 8 subsection 3,
  - 4) a decision has been issued by a competent authority, which prohibits making payments out of the account,
  - 5) no valid identity document or other instrument required by PKO Bank Polski SA is presented to verify the Account Holder,
  - 6) PKO Bank Polski SA finds irregularities in the indicated number of the bank account, to which the instruction refers,
  - 7) the documents necessary due to the type of the instruction given have not been submitted or have been submitted untimely,
  - 8) for instructions submitted through electronic access channels, the Account Holder is not properly verified.
2. The Account Holder may give instructions for the account by post, provided they are signed in accordance with the specimen signature given to PKO Bank Polski SA and positively verified by PKO Bank Polski SA, subject to subsection 3.
  3. The fulfilment of the specimen signature compliance condition referred to in subsection 2 is not required if the identity of the Account Holder and the authenticity of his signature are certified in the manner prescribed in § 8 subsection 3.

### CHAPTER 5

#### INTEREST ON FUNDS IN THE ACCOUNT

#### § 15.

The funds held in the account may pay interest in accordance with the rules stipulated in the Regulations or in the agreement.

#### § 16.

1. If the funds held in the account pay interest at a variable interest rate, PKO Bank Polski SA may, during the term of the agreement, change the interest rate on the funds held in this account.
2. PKO Bank Polski SA may make changes to the interest rate on the funds held in the account if at least one of the following circumstances occurs:
  - 1) changes in any of the basis interest rates of the National Bank of Poland by at least 0.10 percentage point,
  - 2) changes in banks' compulsory minimum reserve rate by at least 0.10 percentage point,
  - 3) changes in rate for interbank market deposits WIBOR 1M, WIBOR 3M WIBOR 6M, WIBOR 9M, WIBOR 1Y, by at least 0.10 percentage point, at any time during the past six months.
3. PKO Bank Polski SA, taking into account the direction of changes in the rates referred to in subsection 2, is entitled to decide on the change in the interest rate within 6 months from the occurrence of one of the underlying circumstances, respecting the principles of good banking practice and good manners.
4. If any of the circumstances referred to in subsection 2 occurs, PKO Bank Polski SA is entitled to change the interest rate by no more than up to three times the change that occurred.
5. PKO Bank Polski SA is under obligation, not later than two months prior to the proposed date of entry into force of the change referred to in subsection 2, to inform the Account Holder of the change in the manner referred to in § 67 subsection 1 paragraphs 1-3, stating the reason for the change as well as the possibility and the deadline for submission of a written statement by the Account Holder on the termination of the agreement or on objections to this change.
6. If the Account Holder, prior to the proposed date of entry into force of the change referred to in the subsection 2:
  - 1) does not terminate the agreement or raise objections referred to in subsection 5 – the change is considered to be accepted by the Account Holder and is valid from the date of entry into force of the change,
  - 2) terminates the agreement – the agreement is terminated immediately and without charge,
  - 3) raises an objection to these changes, but does not terminate the agreement – the agreement expires on the day preceding the entry into force of the proposed changes, without charge.
7. PKO Bank Polski SA may make changes to the interest rate on the funds held in the account, for the benefit of the Account Holder without notice, without using the procedure specified in

subsections 5 and 6. In such case, PKO Bank Polski SA will immediately inform of the revised interest rate in the form of the Announcement of PKO Bank Polski SA.

8. The Account Holder, subject to § 11 subsection 3 and § 11 subsection 4, when terminating the agreement or raising objections to the proposed changes, should present the manner of disposing of the account balance.
9. PKO Bank Polski SA publishes the current interest rates on funds held in the account in the form of the Announcement of PKO Bank Polski SA.

#### § 17.

1. If the funds held in the account pay interest, the interest, due to the Account Holder, on the funds is computed from the value date of crediting the account to and including the day preceding the value date of debiting the account. The funds credited and debited to the account on the same day pay no interest.
2. The interest on the funds held in the account is capitalized on a monthly basis, subject to subsection 3.
3. The interest on the funds held in the account maintained for the benefit of a minor under 13 years of age is capitalized on a weekly basis.
4. PKO Bank Polski SA calculates and pays flat-rate personal income tax due on the capitalized interest referred to in subsection 2 and 3, in accordance with the terms specified in the law in force at the date of capitalization.

### CHAPTER 6 DEBIT BALANCE

#### § 18.

1. The Account Holder with full capacity to act may give instructions resulting in an authorised debit balance, if the agreement so provides, starting from the first day of the calendar month following the month in which the first of the systematic inflows occurred.
2. The amount of the authorised debit balance is determined as the average monthly regular inflow from the last three months immediately preceding the month of the balance calculation, and may not exceed the maximum amount specified in the agreement.

#### § 19.

1. The authorised debit balance, regardless of the used amount of the authorised debit balance, should be repaid within 30 days from the date of its creation.
2. The account balance, at the end of the day, in an amount equal to or greater than zero is considered the repayment of the authorised debit balance.
3. The condition for re-using the authorised debit balance is its repayment within the meaning of subsection 2.
4. The conclusion, by the Account Holder, of a revolving credit agreement excludes the possibility to use the authorised debit balance.

#### § 20.

- 1) PKO Bank Polski SA charges interest, on the authorised debit balance created in the account, at a variable interest rate determined for this type of balance, during the period of existence of the authorised debit balance, for the period from the value date of the transaction giving rise to the authorised debit balance to and including the day preceding the value date of the transfer of funds to the account resulting in the elimination of this debit balance.
- 2) The interest on the authorised debit balance is collected on a monthly basis from the funds held in the account.

#### § 21.

1. During the term of the agreement, PKO Bank Polski SA may change the interest rate on the authorised debit balance.
2. PKO Bank Polski SA may change the interest rate on the authorised debit balance if at least one of the following circumstances occurs:
  - 1) changes in any of the basis interest rates of the National Bank of Poland by at least 0.25 percentage point,
  - 2) changes in the rate for interbank market deposits: WIBOR 1M, WIBOR 3M WIBOR 6M, WIBOR 9M, WIBOR 1Y, by at least 0.10 percentage point, at any time during the past six months.
3. PKO Bank Polski SA, taking into account the direction of changes in the rates referred to in subsection 2, is entitled to decide on the change in the interest rate within 6 months from

the occurrence of the underlying circumstances, respecting the principles of good banking practice and good manners.

4. The range of changes in the interest rate on the authorised debit balance in the circumstances referred to:
  - 1) in subsection 2 paragraph 1 – is from 0.25 percentage point up to three times the value by which the relevant interest rate was changed,
  - 2) in subsection 2 paragraph 2 – is from 0.10 percentage point up to three times the value by which the relevant rate was changed,
5. PKO Bank Polski SA is under obligation, not later than two months prior to the proposed date of entry into force of the change referred to in subsection 2, to inform the Account Holder of the change in the manner referred to in § 67 subsection 1 paragraphs 1-3, stating the reason for the change as well as the possibility and the deadline for submission of a written statement, by the Account Holder, on the termination of the agreement or on objections to this change.
6. If the Account Holder, prior to the proposed date of entry into force of the change referred to in subsection 2:
  - 1) does not terminate the agreement or raise objections referred to in subsection 5 – the change is considered to be accepted by the Account Holder and is valid from the date of entry into force of the change,
  - 2) terminates the agreement – the agreement is terminated immediately and without charge,
  - 3) raises an objection to these changes, but does not terminate the agreement – the agreement expires on the day preceding the date of entry into force of the proposed changes, without charge.
7. PKO Bank Polski SA may make changes to the interest rate on the authorised debit balance for the benefit of the Account Holder without notice, without using the procedure specified in subsections 5 and 6. In such case, PKO Bank Polski SA will immediately inform of the revised interest rate in the form of the Announcement of PKO Bank Polski SA.
8. The Account Holder, taking into consideration § 11 subsection 3 and § 11 subsection 4, when terminating the agreement or raising objections to the proposed changes, should present the manner of disposing of the account balance.

#### § 22.

1. PKO Bank Polski SA charges interest, on the amount of the debt resulting from an unauthorised debit balance, at a variable interest rate, set by PKO Bank Polski SA for overdue debt resulting from the creation of such balance, equivalent to four times the marginal lending facility rate of the National Bank of Poland.
2. The terms of changing the interest rate for an unauthorised debit balance are specified in the agreement.

### CHAPTER 7 REVOLVING CREDIT

#### § 23.

The Account Holder with full capacity to act may use a revolving credit facility under a separate agreement.

#### § 24.

1. In the case of a joint account, the revolving credit agreement is concluded with the Co-Holders, who are jointly and severally liable for the repayment of the revolving credit.
2. The application for a revolving credit facility in the case referred to in subsection 1 is filed by all Co-Holders.

### PART II ELECTRONIC BANKING SERVICES

#### CHAPTER 1 PROVIDING ACCESS TO ELECTRONIC BANKING SERVICES

#### § 25.

1. The Account Holder, subject to § 28 subsection 1 paragraph 2, gains access to electronic banking services after entering into an agreement and activating electronic access channels.
2. Upon entering into the agreement, PKO Bank Polski SA activates, for the benefit of the Account Holder, all electronic access channels and gives full access level to the account, with the exception of the Account Holder who is a minor under 13 years of age, whose scope of rights to the account is specified in the agreement.

3. The Account Holder, with the exception of a minor under 13 years of age, may change the access level referred to in subsection 2.
4. The Account Holder may use the electronic mailbox provided by PKO Bank Polski SA.
5. At the written request of the Account Holder, PKO Bank Polski SA grants to an agent holding the power of attorney referred to in § 6 subsection 2 paragraph 1 access to the account through electronic access channels.

#### § 26.

After activating electronic banking services, the Account Holder:

- 1) receives individual authentication tools,
- 2) may use the following individual authentication tools:
  - a) a Client number or username,
  - b) a password,
  - c) one-time codes in the format specified on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)).

#### § 27.

Information on the scope of electronic banking services, including information on the functionality of the electronic mailbox and on notifications, is published on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)).

#### § 28.

1. The condition for using electronic banking services is:
  - 1) the possession, by the Account Holder, of technical equipment (e.g. a computer, a mobile device, a land-line phone) and software necessary to cooperate with PKO Bank Polski SA; it is recommended to use the latest versions of web browsers,
  - 2) in the case of the account for a minor under 13 years of age – the holding, by the minor's legal representative, of the account with access to electronic banking services.
2. PKO Bank Polski SA informs the Account Holder of the recommendations concerning technical equipment and software through the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)) and via the telephone service.

#### § 29.

1. The Account Holder may receive notifications of events related to the account held and the electronic banking services used by text messages, e-mail or as otherwise agreed.
2. The condition for using notifications by the Account Holder is to activate the appropriate service offered by PKO Bank Polski SA.
3. Information on the availability of notifications offered by PKO Bank Polski SA is available on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)).

### CHAPTER 2 SECURING ACCESS TO ACCOUNTS

#### § 30.

1. The safety of instructions submitted in electronic access channels is ensured by verification and authentication.
2. PKO Bank Polski SA records all telephone calls and instructions submitted via electronic access channels.
3. The recorded instructions may be used for evidence purposes to confirm the submission of the instruction.

#### § 31.

1. The Account Holder is required to log in and execute transactions through electronic access channels in person only, subject to § 25 subsection 5.
2. The Account Holder is required to maintain the confidentiality of the information ensuring safe use of the account.
3. The Account Holder is required not to disclose to others the Client number, the username, one-time codes, passwords or any other data that enables verification.
4. The Account Holder is responsible for properly securing the tools and equipment used to operate the account, and to protect them against malware and unauthorized access, for example through the use of:
  - 1) legal software,
  - 2) current anti-virus software and a firewall,
  - 3) the latest versions of browsers.
5. PKO Bank Polski SA informs the Account Holder of the recommended solutions referred to in subsection 4 through the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)) and via the telephone service.

### CHAPTER 3 GIVING INSTRUCTIONS THROUGH ELECTRONIC BANKING SERVICES

#### § 32.

1. The Account Holder may submit instructions 24 hours a day, excluding the periods of downtime necessary for maintenance, technical repairs or restoring the proper operation of electronic access channels. Information on downtime is available on the online service or via the telephone service.
2. For the purposes of calculating the maximum period of payment execution, the instructions submitted on a business day after the time limit set by PKO Bank Polski SA or on a public holiday are deemed to have been received on the first business day following the date of submitting the instruction.
3. PKO Bank Polski SA publishes the information about the time limit referred to in subsection 2 in the Announcement of PKO Bank Polski SA.
4. The instructions submitted via electronic banking are carried out by PKO Bank Polski SA following the verification of the Account Holder by PKO Bank Polski SA and – depending on the type of instruction – authorization by the Account Holder.
5. If PKO Bank Polski SA informs the Account Holder, immediately after receiving an instruction, of the need to confirm the instruction on the phone, the transaction is considered to be authorized as soon as it is confirmed by the Account Holder.
6. If the instruction referred to in subsection 4 is not confirmed within the period specified in the information provided to the Account Holder after the submission of the instruction, the transaction is considered to be unauthorized. PKO Bank Polski SA will immediately inform the Account Holder, through the selected electronic access channels, of the instructions for which there is no authorization.

### PART III DEBIT CARD

#### CHAPTER 1 ISSUING A CARD

#### § 33.

1. The card is issued after the conclusion of the agreement between the Card Holder and PKO Bank Polski SA.
2. The Card Holder may, without giving any reason, renounce the agreement in the part concerning the card within 14 days of receiving the first card, provided the Card Holder did not carry out any transaction with the card. In the event of renouncing the agreement, PKO Bank Polski SA undertakes to return the fee for issuing the card, if such a fee was collected. The amount of the fee returned for issuing the card may be reduced by the cost of producing and sending the card.
3. The card may be issued to the Card Holder or to the Card User designated by the Card Holder.
4. The Card Holder is obliged to immediately inform PKO Bank Polski SA of any change in the Card Holder's or Card User's details.
5. PKO Bank Polski SA informs about the possibility of issuing cards for Card Holders in the Announcement of PKO Bank Polski SA.

#### § 34.

As long as a signature box is provided, the card should be signed (but not in capital letters) immediately upon receipt by the person whose details are placed on the card.

#### § 35.

The card is owned by PKO Bank Polski SA.

#### § 36.

1. The card received by the Card Holder or the Card User is inactive.
2. The card use is subject to activating it in the manner specified by PKO Bank Polski SA in the materials provided with the card or on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)).

#### § 37.

1. The card expiration date is defined by the month and year placed on its face. The card is valid until and including the last day of that month.
2. If at least 45 days before the card expiration date the Card Holder does not submit any other instruction, the card is automatically renewed.

3. A PIN to the renewed card is not different from the PIN to the card that has expired.
4. The renewed card is inactive. The provisions of § 36 subsection 2 apply to its activation.

## CHAPTER 2 SAFETY RULES

### § 38.

The Card Holder or the Card User is under obligation:

- 1) to use the card in accordance with the provisions of the agreement and the Regulations,
- 2) to keep the card and protect the PIN with due care and respecting the safety rules,
- 3) not to keep the card together with the PIN,
- 4) not to make the card and the PIN available to unauthorized persons,
- 5) not to divulge the details placed on the card for purposes other than making transactions, filing a complaint or reporting withdrawal of the card,
- 6) immediately notify PKO Bank Polski SA of a loss, theft, misappropriation, unauthorized use of, or damage to, the card, in accordance with § 39.

### § 39.

- 1) In the event of a loss, theft, misappropriation of, or damage to, the card, or stating an unauthorized use, this fact should be reported immediately:
  - 1) by telephone at the number available 24 hours a day, given on the card or in the information materials about the card and on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)),
  - 2) in person at any branch of PKO Bank Polski SA,
  - 3) as otherwise agreed.
2. The acceptance of the fact of reporting the loss of, or damage to, the card is confirmed by the employee of PKO Bank Polski SA by giving the reporting person the name, the date and the time of accepting the notification.
3. If the Card Holder suspects a theft, misappropriation, unauthorized use of, or access to, the card, the Card Holder should report the crime to law enforcement authorities.

### § 40.

PKO Bank Polski SA may request the Card Holder to provide a written confirmation of the loss of the card.

### § 41.

If the card reported as lost is found, it cannot be used and should be immediately returned to the PKO Bank Polski SA.

### § 42.

PKO Bank Polski SA will replace the lost or damaged card with another card, provided the Card Holder does not give any other instruction.

### § 43.

- 1) The Card Holder, subject to subsection 2, is liable for financial obligations arising from unauthorized transactions, up to the equivalent in PLN of EUR 150 converted at the average exchange rate announced by the National Bank of Poland, effective on the day of the transaction, if the unauthorized transaction results from:
  - 1) the use of the card lost by, or stolen from, the Card Holder or the Card User,
  - 2) the misappropriation of the card or its unauthorized use as a result of breaching, by the Card Holder or the Card User, of obligations referred to in § 38 paragraphs 1-5.
- 2) The Card Holder is liable for unauthorized transactions in the full amount if the Card Holder or the Card User caused them intentionally or as a result of a wilful breach or a breach arising from gross negligence, by the Card Holder or the Card User, of at least one of the obligations referred to in § 38.
- 3) From the time of reporting the loss, theft, misappropriation, unauthorized use of, or unauthorized access to, the card, PKO Bank Polski SA assumes the liability for the financial obligations arising from unauthorized transactions, unless the Card Holder or the Card User caused them intentionally.
- 4) PKO Bank Polski SA may assume liability for the financial obligations of the Card Holder arising from the transactions effected before the notification referred to in § 39 subsection 1 with the card that has been lost, stolen or misappropriated, by unauthorized use of the card or access to it, up to the equivalent in PLN of EUR 150 converted at the average exchange rate

announced by the National Bank of Poland, effective on the day of the transaction, subject to subsection 2.

- 5) If PKO Bank Polski SA does not provide the possibility to file a notification in the manner specified in § 39 subsection 1, the Card Holder will not be liable for the financial obligations arising from unauthorized transactions, unless the Card Holder or the Card User caused them intentionally.

## CHAPTER 3 USING A CARD

### § 44.

The card may be used only by the person to whom the card was issued.

### § 45.

The card may be used in the country and abroad at points of sale, bank branches as well as ATMs and other self-service devices marked with the acceptance logo placed on the card.

### § 46.

The card is used for:

- 1) cash withdrawals at ATMs and bank branches marked with the acceptance logo placed on the card,
- 2) making payments for goods or services, including on the Internet,
- 3) using other services available with the card,
- 4) effecting transactions by telephone or in writing, from the date specified in the Announcement of PKO Bank Polski SA.

### § 47.

1. Transactions with the card may be made up to the card limits, taking into account available funds.
2. Contactless transactions may be made up to the limit for contactless transactions, without taking into account available funds in the account.

### § 48.

1. The card limits are determined by PKO Bank Polski SA, in consultation with the Card Holder, subject to subsections 2 and 3.
2. The limit for contactless transactions is determined by PKO Bank Polski SA.
3. At the request of the Card Holder, PKO Bank Polski SA may make adjustments to the daily card limits of: cash transactions, non-cash transactions or online transactions, within the limits specified in the Announcement of PKO Bank Polski SA.

### § 49.

1. When making a transaction, the Card Holder or the Card User is obliged to produce an identity document at the request of the person carrying out the transaction, with the exception of transactions performed without the physical presentation of the card.
2. Each transaction made with the physical use of the card will be confirmed by a relevant sales receipt issued by the point accepting the payment by card. The sales receipt should be signed by the Card Holder or Card User, unless the transaction was confirmed by entering a PIN or was made in the self-service payment terminal without the need to confirm the transaction with a PIN or with a signature, or in the form of a contactless transaction.
3. The Card Holder confirms the ordering of the transaction at least in one of the following manners:
  - 1) by entering a PIN code – at ATMs and electronic terminals,
  - 2) by signing the transaction receipt,
  - 3) by providing the required information, e.g. card number, card expiration date, CVC2/CVV2 code or 3-DSecure code for online transactions,
  - 4) by placing the card equipped with the proximity function in front of the electronic terminal with a contactless reader to make the transaction,
  - 5) by physical use of the card in the self-service payment terminal without the need to confirm the transaction with a PIN or a signature.
4. To control the clearing, PKO Bank Polski SA recommends that the Card Holder should store the receipts confirming:
  - 1) *the successful completion of a transaction,*
  - 2) *a refusal to complete a transaction,*
  - 3) the cancellation of a transaction,
  - 4) the successful completion of a crediting transaction (returns), until the time of receiving and verifying the information in the statement of transactions.

#### § 50.

1. If an unauthorised debit balance occurs, PKO Bank Polski SA has the right:
  - 1) not to issue another card,
  - 2) permanently or temporarily prevent the use of the card, of which PKO Bank Polski SA will immediately inform the Card Holder in the agreed manner.
2. PKO Bank Polski SA has the right to block the card in the case of:
  - 1) a suspicion of an unauthorized use of the card or of deliberately causing an unauthorized transaction with the card,
  - 2) the existence of legitimate reasons relating to the safety of the card.
3. The card will be blocked until the cause of the blockade ceases to exist.
4. PKO Bank Polski SA informs the Card Holder about the blocking of the card before it is carried out, and if this is not possible – immediately after it, unless the provision of information about the blocking of the card would be unjustified for reasons of safety or prohibited by other regulations. Information is provided by telephone or through electronic access channels.
5. In the case of a suspected unauthorized use of the card or occurrence of security-related reasons, PKO Bank Polski SA may inform the Card Holder of the blocking of the card by phone.
6. If it becomes aware of unauthorized transactions made with the card, PKO Bank Polski SA will cancel the card and replace it free of charge with a new card with a PIN.
7. In the case referred to in subsection 6, PKO Bank Polski SA will immediately attempt to explain, with the Card Holder or Card User, the causes of preventing the use of the card.
8. In the absence of contact with the Card Holder or Card User, if there is a risk of an unauthorised use of the card, PKO Bank Polski SA cancels the card and replaces it free of charge with a new card with a PIN.
9. PKO Bank Polski SA cancels the card at the request of the Card Holder.

#### CHAPTER 4 TRANSACTION CLEARING RULES

##### § 51.

1. All transactions are debited to the account when they are made.
2. The Card Holder is required to provide funds in the account to cover liabilities arising from making transactions with the card.

##### § 52.

1. The transactions made in foreign currencies, for which PKO Bank Polski SA keeps a table of foreign exchange rates, are converted by PKO Bank Polski SA from the transaction currency into the Polish currency at the selling rates for cash as at the transaction date. The table of foreign exchange rates of PKO Bank Polski SA is published in branches of PKO Bank Polski SA or in agencies of PKO Bank Polski SA and on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)).
2. The transactions made in foreign currencies, for which PKO Bank Polski SA does not run a table of foreign exchange rates, are converted into euro at the exchange rates and according to the rules used by the payment organization whose acceptance sign is placed on the card, and then converted into the Polish currency in accordance with subsection 1.

##### § 53.

1. The balance of available funds is the account balance less the amounts of the transactions made, blockades related to the transactions made, as well as fees and charges due to PKO Bank Polski SA for using the card.
2. The blockade referred to in subsection 1 is cancelled when debiting the account with the transaction amount or after 7 days from the date of the transaction if PKO Bank Polski SA does not receive the confirmation of the transaction clearing. If the confirmation of the transaction clearing is not received within 7 days, PKO Bank Polski SA may charge the Account Holder with the transaction amount, and with due fees and charges at a later date, after receiving the confirmation of the transaction clearing, and the charging is effected as at the date of the transaction.
3. In the case of transactions made without blocking the funds, the account balance will be reduced only at the time of the transaction clearing at the transaction date, which may result in a negative account balance.

#### § 54.

A card acceptance point may charge the Card Holder with an additional fee for a transaction made with the card (so-called 'surcharge') provided that they inform the Card Holder about that fee before the transaction. The fee is not a charge of the Bank and is independent of the fees charged, and charges made, by PKO Bank Polski SA in accordance with the Schedule of Fees and Charges.

#### PART IV FINAL PROVISIONS

#### CHAPTER 1 PROCEDURES FOR FILING AND PROCESSING CLAIMS, COMPLAINTS OR REQUESTS

##### § 55.

1. The Account Holder may file, with PKO Bank Polski SA, a claim, a complaint or a request concerning banking products and additional services, in writing or orally, subject to subsection 3:
  - 1) at any branch of PKO Bank Polski SA,
  - 2) at any agency of PKO Bank Polski SA,
  - 3) by mail,
  - 4) via e-mail,
  - 5) through the online service,
  - 6) through a telephone service consultant.
2. The telephone numbers, e-mail addresses and addresses at which the Account Holder may file claims, complaints or requests are available on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)) and at the branches of PKO Bank Polski SA.
3. In the event of finding irregularities relating to the transactions made with the card, the Card Holder or the Card User should immediately file a complaint, subject to subsection 6. A complaint should be made in the form of a signed written statement providing the following information: the card number, the name of the Card Holder, the transaction date, the original amount of the transaction, the name of the POS or ATM where the transaction was performed, the reason for the complaint as well as an indication whether the Card Holder was in possession of the card at the time of performing the questioned transaction. The above information should be given for each transaction complained about, which has been made using the card.
4. The complaint should be accompanied by the documents necessary to process the claim or the complaint. PKO Bank Polski SA informs the Account Holder of the required documents. Documents may be submitted in person or sent by fax, e-mail or post (if the complaint is filed on the phone).
5. The complaint, except for the complaint referred to in subsection 3, should include in particular: the Account Holder's details, the date of the event, a description of the reservations or irregularities and a description of the expected result of its processing.
6. In the case of a complaint relating to the transactions made with the card that has been reported as lost, the Card Holder should provide PKO Bank Polski SA with a signed statement containing the following information: card number, name of the Card Holder or Card User, personal identity (PESEL) number, the date and time of restricting the card, the current contact details, the circumstances of losing the card, the manner of stealing the card, if the card was lost – when the loss of the card was noticed, the place, date, time and information on the last transaction made by the Card Holder or Card User and the manner of storing the card and the PIN.
7. The Account Holder should file immediately the complaints about unauthorized, non-executed or improperly executed instructions referred to in § 13, § 32 and § 46 paragraphs 1 and 2.
8. If the complaint referred to in subsection 7 is not filed within 13 months, the claim of the Account Holder against PKO Bank Polski SA expires.
9. PKO Bank Polski SA processes complaints promptly, within no more than 30 days. If it is not possible to process the complaint within that period, PKO Bank Polski SA informs the Account Holder about the planned deadline for the response.
10. After processing the claim or the complaint, the Account Holder will be informed of the outcome in writing or as otherwise agreed with PKO Bank Polski SA, for example, by telephone, by e-mail or in person at a branch.
11. In matters relating to banking products and additional services, the Account Holder has the right to contact the Municipal and District Consumer Ombudsman, and in matters relating to insurance products – the Insurance Ombudsman.

12. The Account Holder may also turn to the Consumer Banking Arbitration, in matters within its jurisdiction, for the extra-judicial settlement of a dispute arising from the agreement.

#### § 56.

1. After the preliminary investigation of complaints relating to the transactions made with the card, PKO Bank Polski SA credits the account with the transaction amount arising from the transaction covered by the complaint as well as the fees and charges due, as at the transaction date.
2. If, after the completion of the complaint procedure, the complaint is not recognized, in whole or in part, PKO Bank Polski SA has the right to debit the account with the appropriate amount of the transactions, plus the related fees and charges, that have not been recognised in the complaint procedure, as at the date of the original crediting referred to in subsection 1.

### CHAPTER 2 RULES OF MAKING CHARGES, CHARGING FEES AND PUBLIC-LAW LIABILITIES

#### § 57.

1. For the services provided by PKO Bank Polski SA, including activities related to account maintenance, sending notifications, as well as other activities, PKO Bank Polski SA collects bank fees and charges, according to the Schedule.
2. The Account Holder may indicate the account for the settlement of fees and charges related to the servicing of other accounts held in PKO Bank Polski SA for the benefit of the Account Holder.
3. PKO Bank Polski SA will debit bank charges and fees to the account, subject to subsection 4.
4. If there are no available funds in the account, the collection of:
  - 1) charges and fees, or
  - 2) income tax withholding and health insurance contributions deducted by PKO Bank Polski SA from pensions and retirement pensions received from abroad may result in an unauthorised debit balance.
5. The debts referred to in subsection 4 will be repaid from the first proceeds to the account.
6. If the account is closed, the account maintenance fee, license fees and card fees are collected in proportion to the number of days of the term of the agreement.
7. The Account Holder is provided with the Schedule of Fees and Charges at the time of entering into the agreement. In addition, the current Schedule of Fees and Charges is available:
  - 1) at any branch of PKO Bank Polski SA,
  - 2) at any agency of PKO Bank Polski SA,
  - 3) on the websites of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)),
  - 4) on the online service,
  - 5) on the telephone service.

### CHAPTER 3 AMENDMENTS TO THE REGULATIONS OR CHANGES IN THE SCHEDULE OF FEES AND CHARGES

#### § 58.

1. PKO Bank Polski SA reserves the right to amend the Regulations and to modify the Schedule of Fees and Charges, subject to subsections 2 and 3.
2. Amendments to the Regulations are made in the following cases:
  - 1) changes in generally applicable laws on account maintenance,
  - 2) changes in the scope or form of delivery of services provided under the agreement by introducing new technological solutions associated with the changes in the terms of delivery of services through the companies cooperating with PKO Bank Polski SA,
  - 3) need to adapt the Regulations to the requirements relating to consumer protection.
3. PKO Bank Polski SA is entitled to change the Schedule of Fees and Charges in the following cases:
  - 1) an increase in the level of consumer price index (index published by the Polish Central Statistical Office),
  - 2) an increase in the cost of servicing the account and of the related services, resulting from changes in energy prices, the cost of telecommunications connections, postal services, interbank settlements, changes in fees incurred in connection with the performance of the agreement through other companies cooperating with PKO Bank Polski SA and

as a result of amending, repealing or introducing new legislation affecting the costs,

- 3) introduction of charges related to introducing additional new services to the offer of PKO Bank Polski SA.
4. PKO Bank Polski SA is under obligation, not later than two months prior to the proposed date of entry into force of the changes referred to in subsection 1, to inform the Account Holder of the change in the manner referred to in § 67 subsection 1 paragraphs 1-3, stating the reasons for the change as well as the possibility and the deadline for submission of a written statement, by the Account Holder, on the termination of the agreement or on objections to such changes.
5. If the Account Holder, prior to the proposed date of entry into force of the changes referred to in the subsection 1:
  - 1) does not terminate the agreement or raise objections referred to in subsection 4 – the change is considered to be accepted by the Account Holder and is valid from the date of entry into force of the change,
  - 2) terminates the agreement – the agreement is terminated immediately and without charge,
  - 3) raises an objection to these changes, but does not terminate the agreement – the agreement expires on the day preceding the entry into force of the change, without charge.
6. The Account Holder, taking into consideration § 11 subsection 3 and § 11 subsection 4, when terminating the agreement or raising objections to the proposed changes, should present the manner of disposing of the account balance.
7. Regardless of the notification referred to in subsection 4, the current bank fees and charges and their amount are published in the manner specified in § 57 subsection 7.

### CHAPTER 4 NOTICE AND TERMINATION OF THE AGREEMENT

#### § 59.

The agreement is terminated if:

- 1) the Account Holder or PKO Bank Polski SA terminates the agreement, after the expiry of the notice period,
- 2) after the expiry of the period for which the agreement was concluded

subject to § 16 subsection 6 paragraph 2 and § 16 subsection 6 paragraph 3, § 21 subsection 6 paragraph 2 and § 21 subsection 6 paragraph 3, § 58 subsection 5 paragraph 2 and § 58 subsection 5 paragraph 3 and § 63 subsection 2.

#### § 60.

1. The Account Holder, subject to subsections 2 and 3, may terminate the agreement at any time in writing without giving the reason.
2. In the case of an account held on behalf of a person who is over 13 years of age and under 18 years of age, the agreement may be terminated by the Account Holder with the consent of the legal representative.
3. In the case of an account held on behalf of a person who is under 13 years of age, the agreement may be terminated by the legal representative on behalf of the Account Holder.
4. The period of notice referred to in subsection 1 is one month, subject to § 16 subsection 6 paragraph 2 and § 16 subsection 6 paragraph 3, § 21 subsection 6 paragraph 2 and § 21 subsection 6 paragraph 3 and § 58 subsection 5 paragraph 2 and § 58 subsection 5 paragraph 3, and is counted from the date of service of the termination notice to PKO Bank Polski SA.
5. The parties may agree on a period of notice that is shorter than the one specified in subsection 4.

#### § 61.

1. The Account Holder, subject to § 11 subsection 3 and § 11 subsection 4, when terminating the agreement, should present the manner of disposing of the account balance.
2. After terminating the agreement, the funds not covered by the instruction referred to in subsection 1 pay no interest.

#### § 62.

1. If the agreement is terminated, the Account Holder is required, until the date of terminating the agreement:
  - 1) to repay the entire debt on the account, together with due interest, fees, charges and costs,
  - 2) to return to PKO Bank Polski SA all cards issued for the account.
2. PKO Bank Polski SA cancels the cards on the date of terminating the agreement.



3. The termination of the agreement does not release the Account Holder from the obligation to settle all financial liabilities arising from the use of the cards.

#### § 63.

1. **The submission, by the Account Holder, of a resignation from all the cards issued for the account is tantamount to the termination of the agreement in the part concerning cards.**
2. The submission, by the Account Holder, of a resignation from the renewal of all cards results in the termination of the agreement in the part concerning cards after the expiration date of the card with the longest expiration period.
3. PKO Bank Polski SA may terminate the agreement for the following important reasons only:
  - 1) no proceeds to, or payments from, the account for the period of six months, except for the periodic interest accrual and its withdrawal,
  - 2) no inflows of funds into the account for the period of 3 months from the date of opening the account,
  - 3) causing an unauthorised debit balance and failure to settle the debts arising from the agreement,
  - 4) the inability of PKO Bank Polski SA to continue to maintain the account on previous terms, as a result of a significant change in conditions or discontinuance of the provision of telecommunications, postal, courier, IT, payment or settlement services necessary to perform the agreement by the suppliers of those services, the decommissioning of IT applications necessary to perform the agreement or other reasons preventing PKO Bank Polski SA from performing the agreement in accordance with the provisions of law relating to account maintenance,
  - 5) failure, of the Account Holder, to meet the conditions referred to in § 4 subsection 1,
  - 6) using the account for money laundering or for the financing of terrorism,
  - 7) in the event that a reasonable suspicion occurs that the funds held in the account come from, or are related to, crimes other than those specified in paragraph 6,
  - 8) if the Account Holder gives false information or conceals the truth in respect of the information that the Account Holder is required, according to the provisions of law, to provide to PKO Bank Polski SA as the entity maintaining the account.
4. PKO Bank Polski SA may cease to provide additional services if they may not be continued to be provided under the existing terms as a result of a significant change in conditions or discontinuance of the provision of telecommunications, postal, courier, IT, payment or settlement services necessary to provide those services by their suppliers, the decommissioning of IT applications necessary to provide additional services or for other reasons preventing PKO Bank Polski SA from providing those services in accordance with the provisions of law.
5. In the cases referred to in subsection 3, the notice period is two months.
6. PKO Bank Polski SA terminates the agreement in writing, stating the reasons for such termination.
7. The termination of the agreement on the grounds referred to in subsection 3, results in the simultaneous termination of the revolving credit agreement.

### CHAPTER 5 OTHER PROVISIONS

#### § 64.

PKO Bank Polski SA is entitled to collect, without separate consent of the Account Holder, by deduction from the funds held in the account and from the funds held in savings accounts maintained for the benefit of the Account Holder with PKO Bank Polski SA, the debts arising from:

- 1) an unauthorised debit balance as well as debts that have not been paid in a timely manner, arising from:
  - a) bank charges and fees,
  - b) interest,
  - c) transactions made with cards,
  - d) revolving credit,
  - e) other facilities granted by PKO Bank Polski SA,
- 2) income tax withholding and health insurance contributions deducted by PKO Bank Polski SA from pensions and retirement pensions received from abroad.

#### § 65.

1. In the case of an unauthorised debit balance and the related overdue debt, PKO Bank Polski SA may take the following actions to inform the Account Holder about the overdue debt and to recover the debts: sending of letters (notifications, reminders), subject to subsection 2.
2. PKO Bank Polski SA reserves the right to pursue, in addition to the actions listed in subsection 1, additional steps, such as:
  - 1) sending text messages on a mobile phone,
  - 2) making phone calls
  - 3) making visits.
3. In the event of actions referred to in subsections 1 and 2, PKO Bank Polski SA has the right to charge the Account Holder:
  - 1) twice – with a fee for sending letters (regardless of the number of addressees, one charged will be collected for the first shipment of letters and one for the second shipment of letters, to which the cost of sending letters to each of the recipients, incurred by PKO Bank Polski SA, will be added),
  - 2) once – with a fee for making visits,
  - 3) once – with a fee for sending a text message on a cell phone,
  - 4) twice – with a fee for making phone calls.
6. PKO Bank Polski SA may carry out actions referred to in subsections 1 and 2 at intervals that allow the Account Holder to make immediate cash payments for the repayment of overdue debt.
7. If the overdue debt is repaid, the subsequent actions referred to in subsections 1 and 2 will not be carried out.
8. If, after the repayment of the debt referred to in subsection 4, a new debt arising from an unauthorised debit balance is created, PKO Bank Polski SA may again carry out the activities referred to in subsections 1 and 2, and has the right to re-charge the Account Holder with the fees for carrying out those actions.
9. For the actions referred to in subsections 1 and 2, PKO Bank Polski SA charges a fee according to the rates specified in the Schedule of Fees and Charges.

#### § 66.

1. The transactions made on accounts are confirmed by bank statements delivered to the Account Holder in a manner agreed with the Account Holder.
2. The Account Holder is required to regularly check the correctness of transactions and the account balance.
3. For the proper performance by PKO Bank Polski SA of public-law duties, the Account Holder receiving retirement pension or pension benefits from abroad, is required to submit to PKO Bank Polski SA:
  - 1) before the first inflow, to the account, of funds related to the benefit – the documents confirming the nature of the benefit,
  - 2) each time – the documents confirming the change in relation to the documents referred to in paragraph 1.

#### § 67.

1. PKO Bank Polski SA provides the Account Holder with the information required in connection with the account maintenance:
  - 1) on a durable carrier in the electronic banking system – if the Account Holder entered, with PKO Bank Polski SA, into an agreement on electronic banking services, unless the agreement provides otherwise, or
  - 2) on a durable carrier, by e-mail – at the request of the Account Holder, or
  - 3) in hard copy – in other cases, except for the information that, in accordance with other provisions of the Regulations, is provided in a different form.
2. PKO Bank Polski SA sends announcements or notifications to the Account Holder's last address held by PKO Bank Polski SA.
3. The information on how to contact PKO Bank Polski SA is indicated on the website of PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)) and in the Information Catalogue of PKO Bank Polski SA available at the branches of PKO Bank Polski SA.

#### § 68.

In the event of a change in the details required for the conclusion of the agreement, such as in particular: address, mailing address, given name, surname, series and number of identity document, phone number, email address, or if the identity document is lost, the Account Holder is required to immediately inform PKO Bank Polski SA of such facts in writing or as otherwise permitted by PKO Bank Polski SA.

#### § 69.

1. The Account Holder with full capacity to act may submit at PKO Bank Polski SA an instruction for the event of the death for the benefit of persons specified in the Banking Law Act.
2. The instruction for the event of the death may be cancelled or changed at any time.

#### § 70.

The payment in connection with the reimbursement of expenses of the Account Holder's funeral is made for the benefit of the person to whom the bills were issued, after submission:

- 1) a certificate of death of the Account Holder,
- 2) original documents confirming the amount of funeral expenses incurred by that person.

#### § 71.

The provisions of § 69 and § 70 do not apply to joint accounts.

#### § 72.

The funds held in savings current accounts with PKO Bank Polski SA are guaranteed by the Bank Guarantee Fund to the extent provided for in the Bank Guarantee Fund Act. Detailed information about the applicable scheme of guaranteeing funds held in bank accounts is available on websites [www.pkobp.pl](http://www.pkobp.pl) and [www.bfg.pl](http://www.bfg.pl), and at the branches of PKO Bank Polski SA and at the agencies of PKO Bank Polski SA.

#### § 73.

1. The language of the relations between PKO Bank Polski SA and the Account Holder is Polish. If it is necessary to submit, to PKO Bank Polski SA, official documents in a foreign language, they should be submitted to PKO Bank Polski SA together with a translation into Polish by a sworn translator in Poland.
2. The conclusion and performance of the agreement concluded under these Regulations is governed by Polish law.
3. The courts of competent jurisdiction for the settlement of disputes arising from the agreement are determined according to the generally applicable provisions of law.
4. The Polish Financial Supervision Authority is the institution exercising supervision over the activities of PKO Bank Polski SA.