

PKO BANK POLSKI SA'S GENERAL TERMS AND CONDITIONS OF MAINTAINING BANK ACCOUNTS AND PROVIDING SERVICES FOR INDIVIDUAL CLIENTS



Bank Polski

Table of contents

SECTION I GENERAL PROVISIONS	2
Chapter 1. Definitions	2
Chapter 2. Conclusion of an account agreement	3
Chapter 3. Joint accounts	3
Chapter 4. Accounts held by minors and incapacitated persons	4
Chapter 5. Powers of Attorney	4
Chapter 6. Fees and commissions	5
Chapter 7. Interest rate	5
SECTION II BANK ACCOUNTS	6
Chapter 1. Saving and settlement account	6
Chapter 2. Saving account	6
Chapter 3. Foreign currency account	7
Chapter 4. Deposit account and deposit service account	7
SECTION III LIMIT IN THE SAVING AND SETTLEMENT ACCOUNT	7
Chapter 1. Permitted debit balance (Debit on the Account)	7
Chapter 2. Credit limit in the payment account (Renewable limit)	8
SECTION IV DEBIT CARD	8
Chapter 1. Issue of the card	8
Chapter 2. Security rules	9
Chapter 3. Use of the card	9
Chapter 4. Responsibility of the Parties	10
Chapter 5. Rules for settling payment transactions with the use of the card	11
SECTION V HANDLING THE BANK ACCOUNT	12
Chapter 1. Acceptance of instructions	12
Chapter 2. Acceptance and execution of payment instructions	13
Chapter 3. Rules for settling payment transactions	14
SECTION VI HANDLING THE BANK ACCOUNT – DOMESTIC TRANSACTIONS	14
Chapter 1. Cash pay-in	14
Chapter 2. Cash withdrawal	15
Chapter 3. Credit transfer, internal credit transfer, standing order, variable order	15
Chapter 4. Direct debit	16
SECTION VII HANDLING THE BANK ACCOUNT – FOREIGN/CURRENCY TRANSFERS	16
Chapter 1. Sent foreign transfer	16
Chapter 2. Received foreign transfer	18
SECTION VIII OVERDUE DEBT	19
SECTION IX FINAL PROVISIONS	19
Chapter 1. Procedure for reporting and processing complaints	19
Chapter 2. Change of the provisions of the General Terms and Conditions	20
Chapter 3. Termination of the account agreement	20
Chapter 4. Other provisions	21

Warsaw, 2018

Effective as of 15 December 2018

SECTION I GENERAL PROVISIONS

§ 1.

1. PKO Bank Polski SA's General Terms and Conditions of Maintaining Bank Accounts and Providing Services for Individual Clients, hereinafter referred to as the "General Terms and Conditions" specify:
 - 1) conditions for keeping bank accounts, i.e. saving and settlement accounts, saving accounts, saving accounts payable on demand (currency account), saving deposit time accounts (deposit account), deposit service accounts, excluding bank accounts opened and kept on the basis of a separate agreement, including basic payment account and Inteligo Account,
 - 2) conditions for issuing and servicing debit cards,
 - 3) conditions for performing cash settlements,
 - 4) conditions of providing other services specified in the General Terms and Conditions.
2. The General Terms and Conditions along with the account agreement, the Tariff and the Detailed Terms and Conditions referred to in sec. 3, constitute a framework agreement within the meaning of the provisions of the Act of 19th August 2011 on payment services, hereinafter referred to as "the Act".
3. The rules for making statements and providing the electronic banking service and telephone banking service for individual Clients are defined in the "Detailed terms of providing the electronic banking service and telephone banking service and submitting statements at PKO Bank Polski SA, hereinafter called "Detailed Terms and Conditions". The current list of functions available through the electronic banking service and telephone banking service of PKO Bank Polski SA is provided in the Announcement and is available on the website www.pkobp.pl.
4. These General Terms and Conditions supersede the provisions contained in the Terms of Use of the "Variable Order" service.

CHAPTER 1. DEFINITIONS

§ 2.

1. The terms used in the General Terms and Conditions mean:
 - 1) **bank** – a domestic bank or a foreign bank,
 - 2) **Recipient's bank** – a bank that settles the amount of a foreign transfer with the Recipient,
 - 3) **the receiving bank** – a bank that receives a foreign transfer from another bank for its further execution,
 - 4) **the intermediary bank** – a bank acting as an intermediary in sending foreign transfers between the receiving bank and the Recipient's bank,
 - 5) **the sending bank** – a bank that sends a foreign transfer to another bank,
 - 6) **foreign bank** – a bank established in the EEA (a credit institution) or outside the EEA,
 - 7) **future date** – a date which is a later business day than the day of submitting an instruction to the branch or using the electronic banking service or telephone banking service,
 - 8) **value date** – the day from which or until which interest is accrued on the funds that have been debited or credited to the account,
 - 9) **permitted debit balance (Debit on the Account)** – a negative balance of a saving and settlement account in the amount not exceeding the monthly limit set by PKO Bank Polski SA, which the Account Holder may use under the account agreement,
 - 10) **instruction** – statements of will or knowledge, including payment instructions, submitted by the Client,
 - 11) **payment instruction (payment order)** – an instruction containing an order to execute a payment transaction, based on which PKO Bank Polski SA carries out a payment transaction,
 - 12) **business day** – a day falling from Monday to Friday, which is not a public holiday, except that in the case of settlements, a business day means the day on which the banks involved in the execution of payment orders carry out the activities required to perform these instructions,
 - 13) **EEA** – European Economic Area including countries listed on the list of countries, available on the website,
 - 14) **IBAN – (International Bank Account Number)** international numbering standard for bank accounts,
 - 15) **individual authentication data** – individual data provided by PKO Bank Polski SA for authentication purposes, which may also be used to express consent in connection with an instruction placed, including for the purpose of authorization,
 - 16) **BEN cost instruction** – cost instruction given in a foreign transfer, specifying that the fees and commissions of all banks involved in the execution of a foreign transfer are covered by the Recipient, most often by taking them from the amount transferred by the Account Holder,
 - 17) **OUR cost instruction** – cost instruction given in a foreign transfer, specifying that the Account Holder undertakes to pay all due bank fees and commissions for the execution of a foreign transfer, including the costs of intermediary banks involved in the execution of a foreign transfer,
 - 18) **SHA cost instruction** – cost instruction given in a foreign transfer, specifying that commissions and fees due to the sending bank are paid by the Account Holder and the costs of the bank of the Recipient and intermediary banks involved in execution of the foreign transfer – the Recipient, often through collection from the transferred amount,
 - 19) **capitalization** – adding to the account balance the interest accrued for a given period on cash funds accumulated in this account,
 - 20) **payment card (card)** – debit card, regardless of its form, identifying the Cardholder or Card User, issued to the accounts to persons over 13 years of age,
 - 21) **Individual client (Client)** – a consumer who intends to conclude or has concluded an account agreement with PKO Bank Polski SA,
 - 22) **BIC code** – the code identifying the bank that is a participant of the SWIFT system, the BIC code of the Bank is BPKOPLPW,
 - 23) **CVV2/CVC2 code** – a three-digit code placed on the reverse of the card used to confirm online payment transactions,
 - 24) **Announcement** – information made available to the Client by PKO Bank Polski SA:
 - a) at an outlet, or
 - b) on the website, or
 - c) in the internet service, or
 - d) by correspondence, or
 - e) by email,
 - 25) **credit limit in the payment account (renewable limit)** – the service referred to in Article 2 point 16b of the Act,
 - 26) **minimum amount** – the amount of cash necessary to open and maintain a deposit account or pay interest on a foreign currency account,
 - 27) **National ID** – bank's sort code enabling its identification,
 - 28) **non-resident** – a natural person residing outside the Republic of Poland,
 - 29) **NRB** – national standard of numbering bank accounts,
 - 30) **Recipient** – (a natural person, legal entity or organizational unit without legal personality, provided that they have legal capacity, being the recipient of funds constituting the subject of a payment transaction,
 - 31) **overnight (Express)** – the day of making the foreign transfer amount available to the receiving bank, being the day of receiving the instruction,
 - 32) **PIN** – a piece of data used for authentication purposes, having the form of an identification code assigned to the card, known only to the Cardholder or the Card User,
 - 33) **PKO Bank Polski SA** – Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna, with its registered office in Warsaw at 15 Puławska Street, 02-515 Warsaw, registered in the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Department of the National Court Register under KRS No. 0000026438, NIP 525-000-77-38, REGON 016298263, share capital (paid-up capital) PLN 1,250,000,000,

- 34) **Outlet** – a branch of PKO Bank Polski SA or an agency of PKO Bank Polski SA,
 - 35) **Cardholder** – Account Holder with whom PKO Bank Polski SA has concluded a card agreement, The Cardholder makes payment transaction on their behalf and in their own name,
 - 36) **Account Holder** – the Client for whom PKO Bank Polski SA maintains an account; in the case of several Account Holders (Co-holders of the account), each of the Account Holders,
 - 37) **foreign/currency transfer** – an instruction, received from the bank or sent to the bank, to transfer the amount to the indicated bank account or pay the amount to the Recipient indicated, hereinafter referred to as “**foreign transfer**”,
 - 38) **bank account (account)** – saving and settlement account, saving account, currency account, deposit account, deposit service account,
 - 39) **payment account** – saving and settlement account, saving account, currency account, deposit account with the option of additional payments or partial payments, account for servicing deposits,
 - 40) **resident** – a natural person residing in the Republic of Poland, holding a PESEL number,
 - 41) **balance** – cash balance on the account,
 - 42) **SEPA** – Single Euro Payments Area covering the European Union countries (and their dependent territories) as well as other countries presented on the website,
 - 43) **spot (Standard)** – the day on which the amount of the foreign transfer is available to the receiving bank which is the second business day following the date of receipt of the instruction,
 - 44) **website** – the website of PKO Bank Polski SA (www.pkobp.pl),
 - 45) **SWIFT** – an international telecommunications system (Society for Worldwide Interbank Financial Telecommunication), through which the Bank sends and receives foreign transfers,
 - 46) **systematic receipts** – inflows to the saving and settlement account at least once every 3 months, for example in respect of remuneration, scholarship, pensions, disability allowance, alimony payments,
 - 47) **Tariff** – Tariff of banking fees and commissions at PKO Bank Polski SA for natural persons,
 - 48) **tomnext (Urgent)** – the day on which the amount of the foreign transfer is available to the receiving bank which is the business day immediately following the date of receipt of the instruction,
 - 49) **payment transaction (operation)** – pay-in, transfer or withdrawal of funds initiated by the Client or the Recipient,
 - 50) **durable medium** – a medium that allows the user to store information addressed to them in a manner allowing access to it for a period of time adequate for the purpose of preparation of such information and allows unchanged reproduction of the information stored,
 - 51) **account agreement** – any agreement concluded between PKO Bank Polski SA and the Client providing for maintenance of the account,
 - 52) **unique identifier** – a combination of letters, numbers or symbols defined by the bank, which the Client is obliged to provide in order to uniquely identify the Recipient of a foreign transfer or their account; however, for the Account Holder's identification, the unique identifier is the account number in the NRB or IBAN structure,
 - 53) **additional services** – optional services provided by PKO Bank Polski SA to the Client, the scope of which goes beyond the storage of the Account Holder's funds or carrying out monetary settlements requested by the Account Holder,
 - 54) **authentication** – verification by PKO Bank Polski SA of the identity of the Client, or another person having the right to place instructions on their behalf or the validity of the payment instrument used, including the use of individual authentication data,
 - 55) **Card User** – a natural person for whom, at the request of the Account Holder, PKO Bank Polski SA has issued a card,
 - 56) **free funds** – account balance (excluding the deposit account):
 - a) increased by credits (cash and non-cash credits) to the account, and in the case of a saving and settlement account, the unused amount of the permitted debit balance or credit limit in the payment account,
 - b) less the amounts of any debit operations and blockades,
 - 57) **contactless payment transaction (contactless operation)** – a transaction made using a card in a terminal with a contactless reader, executed by holding the card or a mobile device to the terminal reader (an optional function),
 - 58) **3D-Secure** – an individual authentication method to ensure security of card payment transactions made without a physical use of the card.
2. Any terms used in the General Terms and Conditions correspond to the definitions used in the Detailed Terms and Conditions referred to in § 1 sec. 3.

CHAPTER 2. CONCLUSION OF AN ACCOUNT AGREEMENT

§ 3.

1. PKO Bank Polski SA may maintain for Clients the accounts referred to in § 1 sec. 1. These accounts are not intended for monetary settlements related to the business or gainful activity conducted by the Client.
2. The conclusion of an account agreement may take place:
 - 1) via the electronic banking service or telephone banking service, provided that PKO Bank Polski SA makes available the appropriate functionality,
 - 2) at the bank's outlet,
 - 3) in another agreed manner.
3. The account may be opened:
 - 1) as an individual account – for a resident or non-resident,
 - 2) as a joint account – for two persons with the same foreign exchange status, having full legal capacity, which have the same country of tax residence and both hold valid tax residence certificates or both do not have valid tax residence certificates.

§ 4.

1. If the given type of account is available for a specific age group of Clients, information about which PKO Bank Polski SA communicates in the Announcement provided on a durable medium, PKO Bank Polski SA sends to the Account Holder, on a durable medium, in the manner referred to in § 99 sec. 1, no later than two months before the date on which the Account Holder no longer meets the age criterion, information that the account may be continued to be maintained, together with the card, if issued, on the new terms, alongside information that if the Client does not accept the new conditions, they may raise objections or submit a termination notice under the procedure specified in § 91 hereof.
2. In the event that the Account Holder before the date on which they cease to meet the age criterion, does not raise an objection nor submits the notice referred to in sec. 1, on the day specified in the information referred to in sec. 1, PKO Bank Polski SA will continue to maintain the account together with the card, if issued, on the terms and conditions applicable to the basic type of account specified in the Announcement, referred to in sec. 1.

CHAPTER 3. JOINT ACCOUNTS

§ 5.

1. Each of the Co-Holders of the account is entitled use the funds in the account without restrictions and to perform independently all actions resulting from the account agreement, including the termination of the agreement subject to the provisions of sec. 2.
2. The consent of all Account Co-holders is required for:
 - 1) amending the account agreement,
 - 2) applying for and concluding a renewable limit agreement,
 - 3) submitting an instruction to activate the permitted debit balance,
 - 4) making the statement referred to in § 10 sec. 4.

3. If the Co-holders of the account are liable for debt resulting from obligations under the account agreement, this liability is of joint and several nature.

§ 6.

1. An instruction cannot be placed with regard to the joint account in the event of death. The account may not be used to cover expenses of funeral of the Co-holder of the account.
2. In the event of death of one of the Co-holders of the account:
 - 1) the account will still be maintained as a joint account with the preservation of the rights to the account of the other Co-holders, as referred to in § 5,
 - 2) powers of attorney granted to the account remain in force until they are revoked.

CHAPTER 4. ACCOUNTS HELD BY MINORS AND INCAPACITATED PERSONS

§ 7.

1. An account for a minor who is under 13 years of age or a fully incapacitated person is opened by entering into an account agreement between a statutory representative acting on their behalf and PKO Bank Polski SA.
2. A minor who is 13 years of age and under 18 years of age or a partially incapacitated person may conclude an account agreement with the written consent of their statutory representative.

§ 8.

1. An Account Holder who is under 13 years of age or a fully incapacitated person cannot independently use the funds held in the account or independently perform any activities related to the account
2. The statutory representative of the Account Holder referred to in sec. 1 is entitled to use the funds in the account on behalf of the Account Holder in the ordinary course of activity. Using the funds beyond the ordinary course of activity requires the permission of the guardianship court.
3. An Account Holder who reaches the age of 13 years and is under the age of 18 years may independently use the funds in the account in the ordinary course of activity, unless the statutory representative objects in writing. Using the funds beyond the ordinary course of activity requires the permission of the guardianship court.
4. An Account Holder who is a partially incapacitated person may independently dispose of the funds accumulated in the account within the limits of the ordinary course of activity with the consent of the statutory representative unless otherwise stated in the guardianship court's decision.
5. The objection referred to in sec. 3 submitted to PKO Bank Polski SA, constitutes the basis for blocking by PKO Bank Polski SA the possibility of using the funds in the account by the Account Holder who reaches the age of 13 years and is under the age of 18 years and making it impossible for them to use the card.
6. An Account Holder being a minor who does not have the type of account referred to in § 4 sec. 1, acquires the right to independently use the funds in the account at the moment of reaching the age of majority. In order to obtain full account functionality, it is necessary to change the account agreement.
7. An Account Holder who is a partially incapacitated person acquires the right to use the account after obtaining full legal capacity upon submission of documents confirming that fact to PKO Bank Polski SA.
8. The statutory representative of the incapacitated person or the Account Holder should notify PKO Bank Polski SA of the fact that the Account Holder obtains a full or limited legal capacity or loses their legal capacity by submitting a guardianship court decision presenting this fact.

§ 9.

1. In the case of an account kept for the benefit of a person who reaches the age of 13 years and is under the age of 18 years or for a partially incapacitated person, the Account Holder may terminate the account agreement with the consent of their legal representative.
2. In the case of an account kept for the benefit of a person who is less than 13 years old or a fully incapacitated person, the account agreement may be terminated on behalf of the Account Holder by their legal representative, subject to § 8 sec. 2.

CHAPTER 5. POWERS OF ATTORNEY

§ 10.

1. An Account Holder having full legal capacity may give another person a power of attorney to administer the account.
2. An attorney acting within the limits of the power of attorney granted has the same rights and obligations as the Account Holder.
3. The power of attorney is granted, changed or revoked in the form of a written statement submitted by the Account Holder.
4. In case of joint accounts, granting or changing the power of attorney requires a joint statement of all Co-holders of the account.
5. Each of the Co-holders of the account may themselves revoke the power of attorney referred to in sec. 4.
6. PKO Bank Polski SA does not accept powers of attorney obliging attorneys to jointly carry out activities indicated in the power of attorney (joint powers of attorney).
7. The power of attorney or its revocation may be served by correspondence provided that the identity and the authenticity of signature of the Account Holder is certified by:
 - 1) an authorized employee of PKO Bank Polski SA, or
 - 2) a Polish notary, or
 - 3) a Polish diplomatic mission or consular post, or
 - 4) a foreign notary and the document is authenticated with an apostille.The foreign notary's certification and the apostille clause should be translated into Polish by a sworn translator in Poland.
8. The certification referred to in sec. 7 is not required if the power of attorney has been granted to a professional representative (a lawyer or a legal adviser).
9. If the power of attorney does not meet the conditions referred to in sec. 1,3,4,7, PKO Bank Polski SA will immediately inform the Account Holder thereof.
10. The power of attorney expires at the moment of:
 - 1) revocation of the power of attorney,
 - 2) death of the Account Holder or the attorney, subject to § 6 sec. 2 point 2 unless the power of attorney states otherwise,
 - 3) with the passage of time for which it was granted,
 - 4) termination of the account agreement.

§ 11.

An enduring power of attorney to use the account may be granted to no more than two natural persons under the following power of attorney types:

- 1) an unlimited power of attorney – the attorney has the right to make instructions in the same scope as the Account Holder, subject to § 12,
- 2) a limited power of attorney – the attorney has the right to make instructions to the extent specified by the Account Holder in the power of attorney.

§ 12.

The unlimited power of attorney does not include authorization to:

- 1) submit instructions in the event of death,
- 2) grant further powers of attorney,
- 3) terminate or change of the account agreement unless the content of the power of attorney indicates otherwise,
- 4) submit instructions to activate the permitted debit balance and conclude a renewable limit agreement,
- 5) apply for a card for the Card User,
- 6) submit instructions regarding the change of personal and address details of the Account Holder.

§ 13.

1. An enduring power of attorney entitles its holder to conclude account agreements, with the exception of saving and settlement account agreements, for and on behalf of the Account Holder unless the power of attorney document states otherwise.
2. A Client who is not an Account Holder and has full legal capacity may grant a power of attorney to conclude a currency or saving account agreement to a natural person with full legal capacity.
3. The power of attorney referred to in sec. 2 requires confirmation in the manner referred to in § 10 sec. 7-8 and should contain:
 - 1) personal data of the Client for whom the account is to be opened, i.e. name, surname, address of residence, PESEL number (if any), identity document and date of validity, citizenship, foreign exchange status, date and place of birth, mother's maiden name, phone number and e-mail address, and
 - 2) personal and address details of the attorney, i.e. name, surname, address of residence, PESEL number (if any), identity document and date of validity, citizenship, foreign exchange status, date and place of birth, and
 - 3) specification of the scope of the power of attorney.

CHAPTER 6. FEES AND COMMISSIONS

§ 14.

1. For the services provided by PKO Bank Polski SA, including activities related to maintaining the account, sending notifications as well as for other activities, PKO Bank Polski SA charges commissions and bank charges in accordance with the Tariff.
2. The fees and commissions charged for instructions initiated by an entity providing the service of initiating payment transactions are the same as the fees and commissions charged for corresponding instructions submitted via the electronic banking service.
3. Any due commissions and fees referred to in sec. 1-2, taking into account provisions of sec. 4-5, will be debited by PKO Bank Polski SA to the account with the exception of the deposit account.
4. In the case of a deposit account, due commissions and bank fees will be collected by PKO Bank Polski SA from the account referred to in § 22 sec. 3 or in cash.
5. In the event of termination of the account agreement, the fees referred to in sec. 1, where they are of a periodic nature, are charged proportionally to the term of this agreement. Fees paid in advance will be refunded proportionally.
6. The Tariff and the Document concerning the fees are provided to the Account Holder on a durable medium before the conclusion of the account agreement. In addition, the current Tariff and the Document concerning the fees are available in the outlets and on the website.

§ 15.

1. PKO Bank Polski SA is entitled to change the Tariff. PKO Bank Polski SA will change the items and rates of the fees and commissions specified in the Tariff and the conditions of their collection, and will introduce new fees or commissions if at least one of the following circumstances take place:
 - 1) a change of at least 0.10 pp in the monthly or quarterly or semi-annual or annual Consumer Price Indices published by Statistics Poland; if more than one index changes, the Tariff will be changed on the basis of the index which has changed the most,
 - 2) a change of at least 1% in the prices of energy, telecommunication connections, postal services, transaction settlement costs, interbank settlements costs and other costs paid by PKO Bank Polski SA to external institutions, to which fees and commissions relate,
 - 3) a change of at least 1% in the average monthly wage in the enterprise sector, excluding any profit-sharing bonuses, published by Polish Statistics for a particular month; if more than one index changes, the Tariff will be changed on the basis of the index which has changed the most,
 - 4) provision of new, discretionary services to Clients, provided that the change involves the establishment of new fees or commissions relating to the services provided,
 - 5) introduction, amendment or repeal of applicable laws, resolutions, decisions, recommendations, and other acts issued by the Polish Financial Supervision Authority, the National Bank of Poland, the Competition and Consumer Protection Authority, the Bank Guarantee Fund or other competent authorities or public administration bodies or issue of court decisions if as a result of them and in order to adapt to them a change to the Tariff became necessary,
 - 6) a need to bring the Tariff in line with provisions of other model agreements at PKO Bank Polski SA, in respect of any operations that give rise to fees and commissions to the extent that does not affect the value of fees and commissions or the conditions of their collection,
 - 7) introduction, amendment or repeal of applicable laws, affecting the rules and method of provision by PKO Bank Polski SA of services under the framework agreement and account agreements, including card agreements, or affecting the rules for using those services by the Clients, causing changes in the cost of provisions of those services by PKO Bank Polski SA.
2. The changes referred to in sec. 1 reflecting changes in the indices or costs referred to in sec. 1 point 1-3 will consist in increasing or lowering the fees or commissions in accordance with the direction of changes in these ratios or costs, by no more than twice the rate of fees or commissions applicable for the time being, subject to sec. 3. The changes referred to in the first sentence will be made no more than once a quarter.
3. In the case of the first increase in fees or commissions, which before the change amounted to:
 - 1) PLN 0 - the increased fee will not exceed PLN 50,
 - 2) 0% - the increased commission will not be higher than 2%.
4. The changes referred to in sec. 1 may take place no later than within 12 months of occurrence of the circumstances which have given rise to the change.
5. Decisions about the changes referred to in sec. 1 will be taken in accordance with the good banking practice and the accepted principles of morality.
6. Notwithstanding the circumstances set out in sec. 1, at any time PKO Bank Polski SA will have the right to change the fees or commissions specified in the Tariff by reducing them and changing the conditions for their collection to make them more favourable for Clients or waiving them altogether.
7. The Tariff changes are made in accordance with the procedure set out in § 91, excluding changes concerning the renewable limit. Fees and commissions related to the renewable limit are changed in accordance with the renewable limit agreement.

CHAPTER 7. INTEREST RATE

§ 16.

1. Funds accumulated in the account may bear interest in accordance with the rules set out in the General Terms and Conditions or in the account agreement.

2. In the case when the funds accumulated in the account bear interest at a variable interest rate, during the term of the account agreement PKO Bank Polski SA is entitled to change the interest rate on the funds in that account under the terms specified in sec. 3.
3. PKO Bank Polski SA is entitled to change the interest rate on the funds referred to in sec. 2:
 - 1) in an account kept in the Polish currency, in the event of at least one of the following circumstances:
 - a) changes in the value in any of the base interest rates of the National Bank of Poland by at least 0.10 percentage point,
 - b) changes in the value of the mandatory reserve ratio for banks by at least 0.10 percentage point,
 - c) changes in the value of the rates for interbank deposits: 1M WIBOR, 3M WIBOR, 6M WIBOR, 9M WIBOR, 1Y WIBOR by at least 0.10 percentage points in any period over the last 6 months,
 - 2) in an account kept in a convertible currency, in the event of at least one of the following circumstances:
 - a) a change in the value of the interest rate for a given currency determined by the relevant central bank, by at least 0.10 percentage point,
 - b) a change in the value of at least one interest rate on foreign currency deposits on the domestic or international money market: 1M LIBOR, 3M LIBOR, 6M LIBOR, 9M LIBOR, 1Y LIBOR or 1M EURIBOR, 3M EURIBOR, 6M EURIBOR, 9M EURIBOR, 1Y EURIBOR by at least 0.01 percentage point in any period over the last 6 months,
 - c) a change in the value of the mandatory reserve ratio for banks by at least 0.10 percentage point,
4. Taking into account the direction of changes in interest rates or the rates referred to in sec. 3, PKO Bank Polski SA is entitled to make a decision to change the interest rate within 6 months from the occurrence of one of the circumstances constituting the basis of the change, observing the principles of good banking practice and the accepted principles of morality.
5. In the event of any circumstances referred to in sec. 3, PKO Bank Polski SA is entitled to change the interest rate up to three times the value of the underlying change.
6. PKO Bank Polski SA is obliged, no later than two months before the proposed date of entry into force of the change referred to in sec. 2-3, inform the Account Holder of this change, using a durable medium, in the manner referred to in § 99 sec. 1, providing information on the legal basis for the change and its factual circumstances, the possibility and deadline for submitting in writing by the Account Holder a statement on termination of the account agreement or raising an objection to this change.
7. The Account Holder who has received the information referred to in sec. 6 may submit an instruction in accordance with § 91 sec. 2 and 4.
8. PKO Bank Polski SA may change the interest rate on funds in the account in favour of the Account Holder without prior notice, without applying the procedure set out in sec. 6-7. In such a case, PKO Bank Polski SA shall promptly release an Announcement notifying about the changed interest rate.
9. In addition, an Announcement will be released to notify the Client about the current amount of interest rates on funds in the account at PKO Bank Polski SA.

§ 17.

1. The interest due to the Account Holder on funds in the account, if these funds are interest-bearing, is calculated from the value date of crediting the account to the date preceding the value date of debiting the account, inclusive. Funds paid into account and paid out of the account on the same day will not accrue any interest.
2. The amount of interest due is calculated on the basis of the actual number of calendar days of holding funds in the account to a year of 365 days, taking into account the balance as at the end of each calendar day.
3. In relation to capitalized interest PKO Bank Polski SA calculates and remits flat-rate income tax from natural persons on the terms and conditions in force at the time of the capitalization.

SECTION II BANK ACCOUNTS

CHAPTER 1. SAVING AND SETTLEMENT ACCOUNT

§ 18.

1. A saving and settlement account may be opened for the Clients who:
 - 1) have full legal capacity,
 - 2) are minors.
2. By concluding a saving and settlement account agreement, the Client can:
 - 1) keep and use the funds in the account,
 - 2) carry out monetary settlements,
 - 3) conclude:
 - a) renewable limit agreements,
 - b) card agreements,
 - 4) use:
 - a) a permitted debit balance,
 - b) electronic banking service,
 - c) telephone banking service,
 - 5) use other products and services offered by PKO Bank Polski SA in connection with the saving and settlement account in accordance with separate terms and conditions.
3. The use of products and services referred to in sec. 2 points 3-4 is possible provided that PKO Bank Polski SA offers them for a given type of saving and settlement account. The scope of available products and services as part of the saving and settlement account of PKO Bank Polski SA is provided in the Announcement.
4. Interest on the funds in the saving and settlement account is capitalized on a monthly basis, subject to sec. 5.
5. Interest on the funds in the saving and settlement account kept for the benefit of a minor who is under 13 years of age is capitalized on a weekly basis, unless the account agreement states otherwise.

CHAPTER 2. SAVING ACCOUNT

§ 19.

1. A saving account may be kept in the Polish currency and convertible currencies specified in the Announcement.
2. A saving account may be opened for the Clients with full legal capacity, limited legal capacity or no legal capacity.
3. By concluding a saving account agreement, the Client can:
 - 1) keep and use the funds in the account,
 - 2) carry out monetary settlements specified for the account,
 - 3) conclude and perform card agreements,
 - 4) use the electronic banking service,
 - 5) use the telephone banking service,
 - 6) use other products and services offered by PKO Bank Polski SA in connection with the saving account in accordance with separate terms and conditions.

4. The use of products and services referred to in sec. 3 points 3-5 is possible provided that PKO Bank Polski SA offers them for a given type of saving account and for a given group of users. The scope of available products and services as part of the saving account of PKO Bank Polski SA is provided in the Announcement.
5. Interest on the funds in the saving account is capitalized on a monthly basis, unless the account agreement states otherwise.

CHAPTER 3. FOREIGN CURRENCY ACCOUNT

§ 20.

1. A foreign currency account is a saving account payable on demand, which may be maintained in currencies specified in the Announcement.
2. A foreign currency account may be opened for the Clients with full legal capacity, limited legal capacity or no legal capacity.
3. By concluding a foreign currency account agreement, the Client can:
 - 1) keep and use the funds in the account,
 - 2) carry out monetary settlements specified for the account,
 - 3) conclude and perform card agreements,
 - 4) use the electronic banking service,
 - 5) use the telephone banking service,
 - 6) use other products and services offered by PKO Bank Polski SA in connection with the foreign currency account in accordance with separate terms and conditions.
4. The use of products and services referred to in sec. 3 points 3-5 is possible provided that PKO Bank Polski SA offers them for a given type of foreign currency account and for a given group of users. The scope of available products and services as part of the foreign currency account of PKO Bank Polski SA is provided in the Announcement.

§ 21.

1. The funds in a foreign currency account:
 - 1) are not subject to interest from the value date of debit to the account resulting in a reduction of the balance below the minimum amount if the minimum amount has been agreed,
 - 2) are subject to interest from the value date of credit to the account resulting in an increase in the balance to the minimum amount.
2. Interest on the funds in the foreign currency account is capitalized on an annual basis, unless the account agreement states otherwise.

CHAPTER 4. DEPOSIT ACCOUNT AND DEPOSIT SERVICE ACCOUNT

§ 22.

1. A deposit account is a term saving deposit account (excluding structured deposit accounts) intended for holding cash, maintained in the Polish currency and in convertible currencies specified in the Announcement, opened for a specified amount and contractual period, subject to sec. 2.
2. To open and handle a deposit account, save for deposit accounts opened before 1 May 2016, it is necessary to have at least one of the accounts maintained by PKO Bank Polski SA indicated by the Account Holder: a saving and settlement account, saving account, a foreign currency account or a deposit service account. Information on the types of accounts, in connection with which certain types of deposit accounts can be maintained, is available in the Announcement.
3. A deposit service account is a saving account, other than the account referred to in § 19 for which PKO Bank Polski SA does not charge a fee, opened only for the purpose of handling instructions related to deposit accounts. By concluding a deposit service account, the Client may use the electronic banking service or telephone banking service, provided that PKO Bank Polski SA offers such service for a given account type and for a given group of Clients, information about which is provided by PKO Bank Polski SA in the Announcement.
4. A deposit account is opened after conclusion of the deposit account agreement and after the cash inflow into the deposit account in the amount not lower than the minimum deposit account amount.
5. PKO Bank Polski SA keeps deposit accounts which may be renewable or non-renewable.
6. A deposit account and deposit service account may be opened for Clients with full legal capacity, limited legal capacity or no legal capacity, if PKO Bank Polski SA offers such products to such persons.
7. In addition to the activities indicated in sec. 1, under the deposit account agreement PKO Bank Polski SA enables the use of:
 - 1) electronic banking service or telephone banking service provided that such services have been made available for the account referred to in sec. 2, excluding accounts kept for the benefit of natural persons without legal capacity,
 - 2) other additional services and products offered by PKO Bank Polski SA in accordance with separate terms and conditions.
8. The contractual period begins from the date of receipt of funds in the deposit account and ends as follows:
 - 1) for the period expressed in days – on the last day of this period,
 - 2) for the period expressed in months – at the end of the day in the last month of this period, which corresponds to the day preceding the day of receipt of cash in the deposit account, and if there is no such day in the last month of the contractual period, on the last day of that month.
9. After the end of the contractual period, the deposit account agreement is extended to the same subsequent contractual period at the interest rate applicable on the day of extending the account agreement unless the deposit account agreement states otherwise.
10. In the case of deposit accounts subject to renewal, interest – in accordance with the deposit account agreement or an instruction submitted by the Account Holder – may increase the deposit account amount or be transferred to the account indicated by the Account Holder.
11. Funds in the deposit account bear interest on an annual basis in accordance with:
 - 1) fixed interest rate in a given contractual period, or
 - 2) variable interest rate.
12. Funds in the deposit account and interest due are made available to the Account Holder in the account referred to in sec. 2 on the following dates:
 - 1) no later than on the first day after the end of the contractual period – if the contractual period is met,
 - 2) on the day of placing the instruction – if the payment is made before the end of the contractual period.
13. Interest on funds in the deposit account is capitalized on the terms specified in the deposit account agreement.
14. The conditions for withdrawing cash from the deposit account before the end of the contractual period are specified in the deposit account agreement.

SECTION III LIMIT IN THE SAVING AND SETTLEMENT ACCOUNT

CHAPTER 1. PERMITTED DEBIT BALANCE (DEBIT ON THE ACCOUNT)

§ 23.

1. Subject to § 27 sec. 2, an Account Holder with full legal capacity may submit instructions that give rise to an a permitted debit balance on the saving and settlement account provided that the Account Holder and PKO Bank Polski SA so agreed.
2. The Account Holder referred to in sec. 1 may use the permitted debit balance starting from the first day of the calendar month following the month in which the first of systematic inflows occurred.

3. The amount of the permitted debit balance in a given month corresponds to the average monthly systematic inflows from the last three months immediately preceding the month of calculating this balance and may not exceed the maximum amount specified in the saving and settlement agreement.

§ 24.

1. Regardless of the amount used, the permitted debit balance should be repaid by the Account Holder within 30 days after the permitted debit balance has appeared.
2. The repayment of the permitted debit balance is considered to be a situation in which the cash inflows to the account will cause the balance in the account to be equal to or greater than zero as at the end of the calendar day.
3. The permitted debit balance may be reused only after it has been repaid within the meaning of sec. 2.

§ 25.

1. Unless the saving and settlement account agreement provides otherwise, PKO Bank Polski SA accrues interest on the permitted debit balance according to the variable interest rate determined for this type of balance for the period from the value date of the transaction causing the permitted debit balance to occur to the day preceding the value date on which the balance was repaid, inclusive.
2. Interest on the permitted debit balance is charged on a monthly basis by debiting the free funds.

§ 26.

1. During the term of the account agreement, PKO Bank Polski SA is entitled to change the interest rate of the permitted debit balance in the event of at least one of the following circumstances:
 - 1) change of any of the base interest rates of the National Bank of Poland by at least 0.25 percentage point,
 - 2) a change in the rates for interbank deposits: 1M WIBOR, 3M WIBOR, 6M WIBOR, 9M WIBOR, 1Y WIBOR by at least 0.10 percentage point in any period over the last 6 months.
2. Taking into account the direction of changes in interest rates or the rates referred to in sec. 1, PKO Bank Polski SA is entitled to make a decision to change the interest rate within 6 months from the occurrence of the circumstances constituting the basis of the change, observing the principles of good banking practice and the accepted principles of morality.
3. The scope of changing the interest rate of the permitted debit balance in the circumstances referred to:
 - 1) In sec. 1 point 1 - ranges from 0.25 percentage points to three times the value by which a specific interest rate has been changed,
 - 2) In sec. 1 point 2 - ranges from 0.10 percentage points to three times the value by which a specific rate has been changed.
4. The changes in the interest rate of the permitted debit balance are made in the manner specified in § 16 sec. 6-8.

CHAPTER 2. CREDIT LIMIT IN THE PAYMENT ACCOUNT (RENEWABLE LIMIT)

§ 27.

1. The holder of a saving and settlement account with full legal capacity may use the renewable limit in the saving and settlement account on the basis of a separate renewable limit agreement.
2. Upon the conclusion of the renewable limit agreement, the Account Holder loses the right to use the permitted debit balance allocated to that account.

SECTION IV DEBIT CARD

CHAPTER 1. ISSUE OF THE CARD

§ 28.

1. The card is issued after conclusion of the card agreement between the Account Holder and PKO Bank Polski SA.
2. The card can be issued to:
 - 1) Account Holder, or
 - 2) the Card User indicated by the Account Holder, in relation to the accounts specified in the Announcement referred to in sec. 3.
3. The list of accounts to which PKO Bank Polski SA issues a card along with an indication of the form of this card is defined in the Announcement.
4. The Card User makes a payment transaction using the card for and on behalf of the Account Holder.
5. When designating the Card User, the Account Holder should inform the Card User about the rules of using the card, including security rules.
6. The Account Holder may at any time place an instruction to cancel the card issued to the Card User.
7. The Account Holder is obliged to promptly inform PKO Bank Polski SA of any change in their data or in the Card User's data provided in the instruction for the card issue, provided that the instruction to change the data at PKO Bank Polski SA should be placed by the Account Holder and the Card User, as appropriate, with regard to their data.

§ 29.

1. The Account Holder for whom the card has been issued may indicate its account kept in another currency to be used for settling payment transactions made with a card, subject to the provisions of sec. 4.
2. In the case referred to in sec. 1, the account to which the card was issued is the main account, while the indicated account is a linked account.
3. The Cardholder may indicate maximum one linked account in a given currency, however, in the case of joint accounts, it is possible for the Co-holders to link only one foreign currency account in a given currency. A joint foreign currency account may be linked by one of the Co-holders to their main account.
4. The service referred to in sec. 1 is provided on the basis of an instruction submitted by the Cardholder in a manner specified by PKO Bank Polski SA in the materials attached to the card and on the website.
5. The list of accounts which may be the main or linked account is provided by PKO Bank Polski SA in the Announcement.

§ 30.

1. The Cardholder may, without giving reasons, withdraw from the card agreement within 14 days from the date of receipt of the first card unless they have made any payment transaction using this card.
2. In the event of withdrawal from the card agreement, PKO Bank Polski SA shall return to the Account Holder the fee for issuing the card if the fee has been charged. The amount of the refund for the card issued is reduced by the costs of producing and sending the card.

§ 31.

1. The card is the property of PKO Bank Polski SA.
2. The card on which there is a space for a signature should be signed, immediately after receiving it, by the person whose data are placed on the card.

§ 32.

1. The card received by the Cardholder or Card User is inactive.
2. The card can be used after it has been activated in the manner specified by PKO Bank Polski SA when ordering the card or in the materials

- provided with the card and posted on the website.
3. The PIN is assigned by the Cardholder through the electronic banking service, using the online banking tool, or telephone banking service provided that the Account Holder uses the electronic banking service or telephone banking service and does not apply for a PIN using a different option made available by PKO Bank Polski SA.
4. The PIN is assigned by the Card User through the electronic banking service or telephone banking service provided that the Account Holder uses these services and the Account Holder has assigned rights to the Card User to handle the card in the electronic banking service or telephone banking service, and the Account Holder has not applied for a PIN using a different option made available by PKO Bank Polski SA.

§ 33.

1. The expiration date of the card is defined by the month and year on the card. The card is valid until the last day of this month, inclusive.
2. If within 45 days before expiry of the card validity period, the Account Holder does not issue any other instruction, the card will be automatically renewed.
3. The renewed card is inactive. Its activation is subject to the provisions of § 32 sec. 2.
4. Once cancelled, the card can be renewed or issued with the selected image from the gallery provided that the image is still on offer. If the image has been removed from the gallery, the card will be issued with a standard image.
5. If cooperation with an external partner regarding the joint issuing of cards of a certain type is terminated as well as in the case of non-personalized cards, PKO Bank Polski SA reserves the right to issue, free of charge, a different type of card as part of renewal or replacement, which will be communicated to the Account Holder.

CHAPTER 2. SECURITY RULES

§ 34.

The Cardholder or Card User shall:

- 1) use the card in accordance with the provisions of the card agreement and the General Terms and Conditions,
- 2) keep the card and protect the PIN with due diligence and obeying security rules,
- 3) not keep the card together with the PIN,
- 4) not share the card and the PIN with unauthorized persons,
- 5) not share data on the card with third parties for purposes other than making a payment transaction, filing a complaint or requesting cancellation of card,
- 6) immediately notify PKO Bank Polski SA about loss, theft, misappropriation, unauthorized use of or access to the card in accordance with § 35.

§ 35.

1. In the event of loss, theft, misappropriation, unauthorized use of or access to the card, this fact shall be immediately notified:
 - 1) by phone, calling the number available 24 hours a day, given on the card or in the information materials concerning the card and on the website,
 - 2) personally at any branch of PKO Bank Polski SA,
 - 3) through the electronic banking service,
 - 4) through the telephone banking service.
2. When confirming receipt of the notification referred to in sec. 1, PKO Bank Polski SA specifies the date and time of the receipt.
3. In the event of suspicion of theft, misappropriation, unauthorized use of or access to the card, PKO Bank Polski SA recommends that the Cardholder report the offense to law enforcement authorities.
4. If any unauthorized, non-executed or improperly executed payment transactions are identified, this fact should be immediately notified in the manner indicated in sec. 1.

§ 36.

1. PKO Bank Polski SA may ask the Cardholder for a written confirmation of the circumstances of the events referred to in § 35 sec. 1.
2. The card reported as lost and then found, cannot be used and should be destroyed.

§ 37.

PKO Bank Polski SA will issue another card to replace the lost or damaged card.

CHAPTER 3. USE OF THE CARD

§ 38.

The card may only be used by the person for whom it has been issued.

§ 39.

1. The card may be used at home and abroad at commercial and service outlets, bank branches, ATMs and other devices marked with an acceptance mark placed on the card as well as on the Internet.
2. The outlet accepting the card may charge the Account Holder an additional fee ("surcharge") for a payment transaction made with the card provided that the Cardholder or Card User is notified of the surcharge before the payment transaction begins. This surcharge is not income of PKO Bank Polski SA and is independent of fees and commissions charged by PKO Bank Polski SA in accordance with the Tariff.

§ 40.

1. The card is used for:
 - 1) withdrawal of cash at ATMs and at bank outlets and other merchants, marked with an acceptance mark affixed to the card, including cross-border payment transactions using a debit card for cash payments,
 - 2) pay-ins of cash at the ATMs marked with the acceptance mark placed on the card,
 - 3) payments for goods or services, also on the Internet, including cross-border payment transactions using a debit card for non-cash payments, subject to point 4,
 - 4) payments for goods or services in a mobile application on the terms set out in the Detailed Terms and Conditions (optional function).
2. The card is intended for the use of other services available by means of the card.
3. The current list of functionalities and services that are available by means of particular types and forms of cards is provided by PKO Bank Polski SA in the Announcement.

§ 41.

1. PKO Bank Polski SA issues and handles cards with default daily limits on:
 - 1) non-cash payment transactions,
 - 2) cash payment transactions,
 - 3) online payment transactions,
 taking into account the maximum limits referred to in sec. 2.

2. The maximum and default limits for the cards issued is determined by PKO Bank Polski SA in the Announcement delivered on a durable medium prior to issuing the card.
3. At the Account Holder's request, PKO Bank Polski SA will change the value of the card limits referred to in sec. 1, taking into account the maximum limits referred to in sec. 2.

§ 42.

1. Card payment transactions may be made up to the amount of free funds in the account, the limits set for cards, and in the case of cards issued to the main account, up to the amount of free funds in the main account or a linked account, except for payment transactions without funds blocking.
2. Contactless payment transactions without the use of a PIN or signature may be made up to the limit for contactless transactions, without taking into account free funds in the account, with information on the limits for contactless transactions to be provided by PKO Bank Polski SA in the Announcement delivered on a durable medium prior to issuing the card.
3. Withdrawal of cash accompanying a non-cash payment transaction made with the card reduces the available limit for non-cash payment transactions. The maximum amount of cash withdrawal accompanying a non-cash payment transaction made using a card is specified in the Announcement delivered on a durable medium prior to issuing the card.

§ 43.

1. In order to execute a payment transaction, the card or its data must be used by an authenticated or strongly authenticated Cardholder or Card User, and to consent to execution of the payment transaction (authorize the transaction).
2. When making a payment transaction, the Cardholder or Card User shall present, at the request of the person performing the transaction, a document confirming their identity, except in the case of payment transactions made without the physical use of the card.
3. The Cardholder or Card User agrees to execute the payment transaction (authorizes the transaction) in at least one of the following ways:
 - 1) by entering the PIN and pressing the button confirming the payment transaction – in ATMs, cash deposit machines and payment terminals,
 - 2) by signing the proof of payment transaction,
 - 3) by providing the required data, e.g.: card number, expiration date, CVC2/ CVV2 code or 3D-Secure code in the case of an online payment transaction, or login and password, and pressing the button confirming the payment transaction,
 - 4) by holding the card equipped with a contactless function or a mobile device near a payment terminal with a contactless reader,
 - 5) by physically using the card in the payment terminal without the necessity to confirm the payment transaction with a PIN or signature.
4. Each payment transaction carried out with the physical use of the card is confirmed by a proof of the payment transaction issued by the merchant. The proof of the payment transaction should be signed by the Cardholder or the Card User unless the payment transaction has been authorized in a different manner, referred to in sec. 3.
5. Non-cash payment transactions are initiated by or through the Recipient after the Cardholder or Card User has consented to the execution of the payment transaction or after the payment order has been transferred to the Recipient.
6. Cash payment transactions are initiated by the Cardholder or the Card User.
7. A payment order initiated by the Cardholder or the Card User can only be cancelled until it is received by PKO Bank Polski SA.
8. If a payment transaction is initiated by or through the Recipient, Cardholder or Card User cannot cancel the payment order after the payment order has been transferred to the Recipient or after the Cardholder or the Card User has given consent to the Recipient to execute the payment transaction.
9. The Cardholder or Card User may at any time withdraw consent for the payment transaction, however, no later than the payment order, as specified in sec. 7 and 8, becomes irrevocable.
10. The moment of receipt of the payment order is the moment at which the order is received by PKO Bank Polski SA. A payment order received by PKO Bank Polski SA on a day which is not a business day is considered received on the first business day after that day. PKO Bank Polski SA will not charge the account before receiving the payment order.
11. In order to control correctness of an executed payment transaction, PKO Bank Polski SA recommends that the Cardholder and the Card User keep documents confirming execution, refusal to execute or cancellation of the payment transaction as well as execution of a discretionary payment transaction (return of goods) until they check the information on the bank statement.

§ 44.

If there is overdue debt in the account to which a card has been issued, PKO Bank Polski SA has the right not to issue another card.

§ 45.

1. PKO Bank Polski SA has the right to block the card in the case of:
 - 1) suspected unauthorized use of the card or deliberately causing an unauthorized payment transaction to be made,
 - 2) existence of legitimate reasons related to the security of the card,
 - 3) increased risk of losing creditworthiness if the Account Holder uses a permitted debit balance or a renewable limit.
2. The blockade will be kept until the reason for the blockade has ceased.
3. PKO Bank Polski SA informs the Account Holder, by means of the electronic banking service or telephone banking service or by phone, about its intention to block the card, before the card is blocked, and if it is not possible, immediately after blocking the card, unless provision of such information would be unjustified for security reasons or prohibited by law.
4. In the event of suspected unauthorized use of the card or for card security reasons, the PKO Bank Polski SA may contact the Account Holder in order to block the card.
5. In the event of becoming aware of an unauthorized payment transaction using a card, PKO Bank Polski SA cancels the card and issues a new card as a replacement.
6. In the case referred to in sec. 5, PKO Bank Polski SA will promptly attempt to explain to the Account Holder the reasons for preventing the card from being used.
7. If there is a risk of unauthorized use of the card and the Account Holder is uncontactable, PKO Bank Polski SA cancels the card and issues a new card, free of charge, as a replacement.
8. PKO Bank Polski SA will also cancel the card at the request of the Cardholder or Card User.

CHAPTER 4. RESPONSIBILITY OF THE PARTIES

§ 46.

1. Subject to the provisions of sec. 2–8, if an unauthorized payment transaction is made, PKO Bank Polski SA Bank reimburses the Client without delay, however not later than by the end of the business day following identification of the unauthorized payment transaction debited to the Account Holder's account or after the day on which a relevant notification has been received, save when PKO Bank Polski SA has reasonable and duly documented grounds to suspect fraud and notifies the competent law enforcement agencies thereof in writing, for the amount of the unauthorized payment transaction or shall restore the Account Holder's account balance to the balance that would have appeared in the Client's account had the unauthorized payment transaction has not taken place, unless the Account Holder has failed to make the notification within the time limit referred to in § 88 sec. 8.
As regards the crediting of the account, the value date cannot fall later than the date of debiting the account with that amount.
2. Until the notification referred to in § 35 sec. 1 is made, the Account Holder, taking into account the provisions of sec. 3 and 5, is responsible for financial liabilities resulting from unauthorized payment transactions made with this card, up to the equivalent amount in Polish currency of

EUR 50, converted at the average exchange rate published by the National Bank of Poland, valid on the day of the payment transaction, if the unauthorized payment transaction results from:

- 1) use of the card which has been lost by or stolen from the Cardholder or the Card User,
 - 2) misappropriation of the card.
3. The provisions of sec. 2 do not apply when:
- 1) The Cardholder or Card User had no possibility to identify the loss, theft or misappropriation of the card prior to the execution of the payment transaction, except when the Account Holder or Card User acted intentionally, or
 - 2) the loss of the card prior to the execution of the payment transaction was due to an act or omission by PKO Bank Polski SA or the entity providing the services to it, referred to in Article 6(10) of the act.
4. The Account Holder is liable in the full amount for unauthorized payment transactions if the Card User has intentionally caused those transactions to take place or the said transactions occurred as a result of a breach, due to wilful misconduct or gross negligence, by the Cardholder or Card User, of at least one of the obligations referred to in § 34.
5. From the moment of notification of loss, theft, misappropriation or unauthorized use of or access to the card, referred to in § 35 sec. 1, PKO Bank Polski SA will assume liability for the financial liabilities of the Account Holder arising as a result of the unauthorized payment transactions unless the Cardholder or Card User has intentionally caused such transactions to take place.
6. PKO Bank Polski SA may take responsibility for the Account Holder's financial liabilities resulting from payment transactions made by means of a card which has been lost, stolen or misappropriated or resulting from unauthorized use or access to the card, before the notification referred to in § 35 sec. 1 is made, up to the equivalent amount in Polish currency of EUR 50, converted at the average exchange rate published by the National Bank of Poland, valid on the day of the payment transaction, subject to sec. 3-4.
7. If PKO Bank Polski SA fails to provide the Client with the possibility to make the notification in the manner specified in § 35 sec. 1, the Account Holder will not be held liable for the financial liabilities arising as a result of the unauthorized payment transactions unless the Cardholder or Card User has intentionally caused such unauthorized payment transactions to take place.
8. When PKO Bank Polski SA does not require strong authentication, the Account Holder will not be held liable for any unauthorized payment transactions unless the Account Holder has acted intentionally. This provision takes effect as of the date specified in the Announcement, however not later than from 14 September 2019.
9. When a payment instruction is given directly by the Cardholder or the Card User, PKO Bank Polski SA will be held liable for non-execution or improper execution of the payment transaction, subject to § 88 sec. 8, unless PKO Bank Polski SA is able to demonstrate that the account of the Recipient's supplier has been credited in accordance with the applicable law. The liability of PKO Bank Polski SA is excluded in the case of force majeure or if such non-execution or improper execution of the payment instruction results from other laws and regulations.
10. If PKO Bank Polski SA is held liable in accordance with sec. 9, PKO Bank Polski SA will promptly restore the account's balance to the balance that would have appeared in the bank account had non-execution or improper execution of the payment transaction not taken place. As regards the crediting of the account, the value date cannot fall later than the date of debiting of the account with that amount.
11. When a payment instruction is initiated by or through the Recipient, if the Recipient's supplier is not held liable for non-execution or improper execution of the payment transaction in accordance with the act, it is PKO Bank Polski SA that will be held liable. The provisions of sec. 9-10 will apply accordingly to the liability of PKO Bank Polski SA.
12. The liability of PKO Bank Polski SA referred to in sec. 9-10 also extends to the fees and commissions charged to the Account Holder as a result of non-execution or improper execution of the payment transaction.
13. The Account Holder has the right to claim from PKO Bank Polski SA, within 8 weeks of the date of the debiting their account, reimbursement of the amount of the authorized non-cash payment transaction initiated by or through the Recipient that has already been executed if the following conditions are met jointly:
- 1) the exact amount of the payment transaction has not been defined at the time of its authorization, and
 - 2) the amount of the payment transaction is higher than the amount the Cardholder or Card User could have expected while taking into consideration the type and value of the earlier payment transactions, the terms and conditions of the account agreement and the circumstances relevant to the case.
14. At the Bank's request, the Account Holder shall present the factual circumstances confirming the fulfilment of the conditions referred to in sec. 13. The Account Holder may not invoke the causes associated with foreign exchange if the foreign exchange rate has been applied in accordance with § 48.
15. Within 10 business days of the date of receipt of the request referred to in sec. 14, PKO Bank Polski SA shall refund to the Account Holder's account the full amount of the payment transaction or shall provide the grounds for its refusal to make the reimbursement while designating the bodies the Account Holder may lodge an appeal with in the case if the Client elects to contest the presented statement of grounds.
16. The Account Holder will not be eligible to claim the refund referred to in sec. 15 if the Account Holder has granted their consent to the execution of the payment transaction directly to PKO Bank Polski SA and the information about the future payment transaction has been provided or made available to the Cardholder or Card User by PKO Bank Polski SA or by the Recipient in the agreed manner, no later than 4 weeks prior to the date of execution of the payment instruction.
17. When PKO Bank Polski SA provides the evidence supporting the circumstances referred to in sec. 4 or the fact of authorization of the payment transaction, PKO Bank Polski SA will have the right to deduct from the Account Holder's account the amount with which it credited that account as a result of the notification referred to in sec. 1, which will be communicated by PKO Bank Polski SA to the Account Holder in the manner envisaged in sec 1.

CHAPTER 5. RULES FOR SETTLING PAYMENT TRANSACTIONS WITH THE USE OF THE CARD

§ 47.

1. Payment transactions are debited to the account on the date when they are made.
2. The Cardholder is obliged to ensure funds in the account to cover the obligations arising from card payment transactions.
3. Card payment transactions are debited to the account for which the card was issued in the currency of that account, subject to § 48 sec. 3-4.
4. For cards with a monthly debit card service fee:
 - 1) the settlement period is one month,
 - 2) the first settlement period starts on the day indicated in the information materials delivered with the card and ends in the next month, on the day which corresponds to the day preceding the first day of the settlement period. In the event that there is no such day in a given month, the settlement period expires on the penultimate day of this month and the next settlement period begins on the last day of the month. The settlement period beginning on the first day of the month ends on the last day of the month.
 - 3) returning of the goods or cancelling the transaction reduces the value and number of non-cash payment transactions in the settlement period in which the non-cash payment transaction was returned or cancelled,
 - 4) for cards where the payment of a monthly fee is subject to the condition of making a specified number of payment transactions for a specified value in the settlement period for which the monthly fee for the card is charged, the card fee is charged on the seventh day after the end of the settlement period,
 - 5) for cards where the monthly fee is charged unconditionally, the debit card fee is charged on the day following the end of the settlement period,
 - 6) detailed information on the settlement period is available through the electronic banking or telephone banking service as well as at the branches of PKO Bank Polski SA.

§ 48.

1. Payment transactions with the use of cards issued within the MasterCard payment organization, debiting a saving and settlement account:
 - 1) made in foreign currencies for which PKO Bank Polski SA maintains an FX table, are converted by PKO Bank Polski SA from the payment transaction currency to the Polish currency, according to the agreed sell rates for cash in force on the day of the payment transaction; the table of exchange rates of PKO Bank Polski SA is available in the bank's outlets and on the website,
 - 2) made in foreign currencies for which PKO Bank Polski SA does not maintain an FX table, are converted into EUR according to the rates applied on the day of their processing by Mastercard and then converted into the Polish currency in accordance with point 1; the day of processing the payment transaction by MasterCard is presented on the bank statement; the exchange rates used by Mastercard are available on the website.
2. Payment transactions with the use of cards issued within the Visa payment organization, debited to a saving and settlement account, made in foreign currencies are converted by Visa into the Polish currency according to the rates applicable on the day of their processing by Visa. The day of processing the payment transaction by Visa is presented on the bank statement. The exchange rates used by Visa are available on the website.
3. Subject to the provisions of sec. 4, in the case of cards issued to the main account:
 - 1) payment transactions executed in the currency of the main account are debited to the main account in the currency of that account,
 - 2) payment transactions executed in the currency of a linked account as well as fees and commissions associated with them are debited to the linked account in the currency of that account; if there are no funds in the linked account, the main account will be debited with the amount of the payment transaction converted into the main account currency by the payment organization whose acceptance mark is placed on the card, according to the rates applicable on the day they are processed by that organization; the day of processing the payment transaction by the payment organization whose acceptance mark is placed on the card is presented on the bank statement; exchange rates used by the payment organization whose acceptance mark is placed on the card are available on the website,
 - 3) payment transactions executed in a currency other than the currency of the main or linked account are debited to the main account, after the payment transaction amount has been converted into the main account currency by the payment organization whose acceptance mark is placed on the card, according to the rates applicable on the day they are processed by that organization; the day of processing the payment transaction by the payment organization whose acceptance mark is placed on the card is presented on the bank statement; exchange rates used by the payment organization whose acceptance mark is placed on the card are available on the website,
 - 4) payment transactions carried out at ATMs of PKO Bank Polski SA will be converted by PKO Bank Polski SA according to its FX table at the buy rate for cash in force on the transaction date if the main account is kept in a different currency than the Polish currency; the FX table of PKO Bank Polski SA is available at the outlets and on the website.
4. If the main account is a saving and settlement account:
 - 1) payment transactions executed in the currency of the linked account are debited to the linked account in the currency of that account. If there are no funds in the linked account, the main account will be debited, except where the transaction is carried out without a funds blockade referred to in § 49 sec. 3, in which case the linked account will be debited,
 - 2) payment transactions executed in a currency other than the currency of the main account or the linked account are debited to the main account,
 - 3) the main account is debited after converting the amount of the payment transaction into the currency of the main account in accordance with the rules described in sec. 1 or sec. 2.

§ 49.

1. PKO Bank Polski SA may block cash funds due to unsettled payment transactions made with the use of the card.
2. The blockade referred to in sec. 1 is cancelled when the payment transaction is settled or after 7 days of the date when the blockade was established if PKO Bank Polski SA does not receive confirmation of settlement of the payment transaction. If the payment transaction confirmation is not received within 7 days, PKO Bank Polski SA may charge the Account Holder with the payment transaction amount and due fees and commissions at a later date upon receipt of the payment transaction confirmation.
3. In the case of payment transactions without blocking the funds, the balance of the account and in the case of cards issued to the main account, the balance of the main account or linked account, will be reduced only at the time of settlement of the payment transaction, on the date of the payment transaction.
4. In the case of payment transactions made in foreign currencies, the blockade referred to in sec. 1 is established using the rates applicable on the day of their execution, as applied by the payment organization within which the card was issued. The exchange rates used when establishing the blockade may be different than the exchange rates used for the settlement referred to in § 48.

SECTION V HANDLING THE BANK ACCOUNT

CHAPTER 1. ACCEPTANCE OF INSTRUCTIONS

§ 50.

1. The Client, subject to § 8 sec. 2-4, may:
 - 1) submit instructions regarding the account and other products and services held at PKO Bank Polski SA,
 - 2) submit payment instructions, that is, use the funds available:
 - a) in the account, excluding the deposit account, up to the amount of free funds, taking into account the limits for the electronic banking service or telephone banking service as well as the limits referred to in § 41,
 - b) in the deposit account up to the amount of the funds in the deposit account.
2. Before accepting the Client's instructions, PKO Bank Polski SA will authenticate or strongly authenticate the Client.
3. The Instruction the giving of which is accepted by PKO Bank Polski SA is executed on the condition that the Client grants their consent thereto (authorizes it) in one of the ways specified below:
 - 1) by affixing their signature on a paper document, or
 - 2) in accordance with the rules indicated in the Detailed Terms and Conditions, or
 - 3) in another form agreed by PKO Bank Polski SA with the Client.
4. The Account Holder may give instructions concerning the account by mail, provided the instructions are successfully verified by PKO Bank Polski SA against the signature specimen card held by PKO Bank Polski SA, except foreign transfers.
5. The matching signature condition is not required if the Account Holder's identity and their signature are attested in the manner specified in § 10 sec. 7-8.
6. An instruction will not be executed by PKO Bank Polski SA in the case of:
 - 1) the lack of authority of the person giving the instruction,
 - 2) inconsistency of the signature affixed on the instruction with the specimen signature of the person giving the instruction submitted to PKO Bank Polski SA, except the instructions with signatures attested in the manner specified in § 10 sec. 7-8, if the Bank verifies consistency of the signatures against the specimen signature,
 - 3) the failure to produce a valid document stating the Account Holder's identity or the instrument required by PKO Bank Polski SA for the Account Holder's authentication,
 - 4) the failure to produce or untimely posting of the documents deemed indispensable given the type of the instruction given,
 - 5) the failure to duly grant the consent to the instructions given in the manner referred to in sec. 3.

7. A payment instruction submitted with a future execution date falling on a day that is not a business day for PKO Bank Polski SA will be executed on the first business day following that day.

CHAPTER 2. ACCEPTANCE AND EXECUTION OF PAYMENT INSTRUCTIONS

§ 51.

1. PKO Bank Polski SA will accept a payment instruction only after the Account Holder has consented to (authorized) the payment instruction in one of the ways indicated in § 50 sec. 3.
2. When, immediately after the giving of the instruction, PKO Bank Polski SA notifies the Account Holder of the need for its additional confirmation as part of the authorization process, the instruction is deemed authorized upon its confirmation by the Account Holder.
3. If the confirmation referred to in sec. 2 is not provided within the time limit set in the information presented at the time of the giving of the payment instruction, the payment instruction is deemed unauthorized. PKO Bank Polski SA will promptly notify the Client in a manner agreed with the Account Holder, of any payment instructions declared unauthorized.

§ 52.

1. PKO Bank Polski SA identifies the Account Holder for whom the payment instruction is executed and performs it exclusively on the basis of the bank account number provided in the instruction in the IBAN or NRB structure (compliant with the requirements specified in separate regulations), constituting the unique identifier of the Account Holder. PKO Bank Polski SA does not verify compliance of the Recipient's data provided in the payment instruction with the details of the Account Holder.
2. PKO Bank Polski SA refuses to execute a payment instruction in the cases specified in § 50 sec. 6 and if:
 - 1) the instruction is incomprehensible, unreadable, non-permanent, or
 - 2) the required data have not been provided, in particular in the case of inconsistencies between the amounts entered in words and digits or if the unique identifier does not meet the requirements specified in sec. 1, or
 - 3) a competent authority has issued a decision prohibiting withdrawals from the account, or
 - 4) the amount of free funds in the account is insufficient to cover the amount of the instruction and any fees or commissions payable, excluding contactless card transactions in the case of which no additional confirmation with a PIN or signature is needed, or
 - 5) when the amount of the payment transaction exceeds the limit (in terms of number or value of transactions) set by PKO Bank Polski SA or for the Account Holder for the particular payment transactions, or
 - 6) when the obligation to refuse to execute the payment instruction results from law.
3. PKO Bank Polski SA will immediately notify the Account Holder, in an agreed manner, about the refusal to execute the payment instruction, specifying reasons for such refusal and, if applicable, indicating how the irregularities can be corrected, unless such information would be contrary to law.
4. If the payment order has been submitted at an outlet, information about the refusal is immediately transferred directly to the Account Holder.
5. After receiving the payment order, if the payment order has been placed at an outlet, PKO Bank Polski SA, regardless of the obligations specified in § 99 sec. 1, at the request of the Account Holder will provide, in an agreed form, confirmation of acceptance of this instruction for execution.
6. The Account Holder may cancel the payment instruction by the end of the day preceding the commencement of its execution by PKO Bank Polski SA, and if the technical possibilities allow it, the Account Holder may also cancel the instruction on the day when it is to be executed by PKO Bank Polski SA, subject to sec. 7.
7. If the payment transaction is initiated by a supplier providing the service of payment transaction initiation or by or through the Recipient, the Account Holder may not cancel the payment instruction after the supplier providing the service of payment initiation has been granted consent to initiate the payment transaction or the Recipient has been granted consent to execute the payment transaction.

§ 53.

PKO Bank Polski SA reserves the right not to perform a transaction, freeze the assets of the Account Holder and block the funds in the Account Holder's account in the cases provided for in the Act on Counteracting Money Laundering and Terrorism Financing and in the Banking Law. In order to perform its duties under the Act on Counteracting Money Laundering and Terrorism Financing, PKO Bank Polski SA may request from the Account Holder additional oral or written explanations or documents necessary to perform the instruction, as provided for in applicable law.

§ 54.

1. When a payment instruction is given directly by the Account Holder, PKO Bank Polski SA will be held liable for non-execution or improper execution of the payment instruction, subject to sec. 8-9, unless PKO Bank Polski SA is able to demonstrate that the account of the Recipient's bank has been credited in accordance with the act.
2. The provisions of sec. 1 will not apply if the Account Holder has failed to meet the 13-month deadline for notifying the non-performance or improper performance of the payment transaction.
3. In the case referred to in sec. 1, PKO Bank Polski SA shall immediately restore the Account Holder's account to the balance that would exist if it had not been for the non-performance or improper execution of the payment instruction. As regards the crediting of the account, the value date cannot fall later than the date of debiting the account with that amount.
4. When a payment instruction is placed by the Account Holder to the supplier of the payment transaction initiation service, PKO Bank Polski SA shall reimburse the Account Holder for the amount of the non-executed or improperly executed payment transaction and, if applicable, shall restore the balance of the debited account to the balance that would exist if it had not been for the improper execution of the payment instruction.
5. The liability of PKO Bank Polski SA referred to in sec. 1 also extends to the fees and commissions and interest charged to the Account Holder as a result of non-execution or improper execution of the payment transaction.
6. PKO Bank Polski SA shall reimburse the Client without delay, however not later than by the end of the business day following identification of the unauthorized payment transaction debited to the Account Holder's account or after the day on which a relevant notification has been received, save when PKO Bank Polski SA has reasonable and duly documented grounds to suspect fraud and notifies the competent law enforcement agencies thereof in writing, for the amount of the unauthorized payment transaction or shall restore the Account Holder's debited account balance to the balance that would have appeared in the Client's account had the unauthorized payment transaction has not taken place, unless the Account Holder has failed to meet the 13-month notification deadline. As regards the crediting of the account, the value date cannot fall later than the date of debiting of the account with that amount. The Account Holder is liable for unauthorized payment transactions in the full amount if the Account Holder has intentionally caused those transactions to take place or the said transactions occurred as a result of the Account Holder's breach, due to wilful misconduct or gross negligence, of at least one of the obligations referred resulting from the act.
7. When PKO Bank Polski SA does not require strong authentication, the Account Holder will not be held liable for any unauthorized payment transactions unless the Account Holder has acted intentionally. This provision takes effect as of the date specified in the Announcement, however not later than from 14 September 2019.
8. The liability of PKO Bank Polski SA for non-execution or improper execution of payment transactions is excluded in the case of force majeure or if such non-execution or improper execution of the payment instruction results from other laws and regulations.
9. If the unique identifier provided by the Account Holder is incorrect, PKO Bank Polski SA will not be held liable for non-execution or improper execution of the payment instruction based on act, but at the Account Holder's request, shall take measures to recover the amount of the payment transaction according to the procedure defined in the act.

10. If the Account Holder requests a refund of the payment transaction amount after sending money to another bank or after transferring money to the Recipient, except in the case referred to in sec. 8, PKO Bank Polski SA will refund the money to the Account Holder provided that it receives the money from the other bank or receives the Recipient's consent for refund of the money alongside authorization to debit the Recipient's account with the amount of the refund.
11. The refund referred to in sec. 9–10, § 73 sec. 4 and § 74, does not include commissions and fees collected from the Account Holder for execution of the original payment instruction and is made to the account debited as a result of the initial payment transaction or in cash in accordance with the form of execution of the initial payment transaction. If the account was closed or the original settlement was made in cash, the Account Holder may, after contacting a branch of PKO Bank Polski SA, indicate another account kept with PKO Bank Polski SA or withdraw funds in cash.
12. If another bank which, as part of executing its Client's payment instruction, has transferred money to PKO Bank Polski SA and asked for its refund, PKO Bank Polski SA returns the money provided that the money has not been transferred to the Account Holder or PKO Bank Polski SA has not notified the Account Holder about the money being credited to their account. If the funds have been transferred to the Account Holder or the Account Holder has been notified of the funds, PKO Bank Polski SA will refund them provided that the Account Holder receives the consent for their return, with the authorization to charge the returned amount.
13. If the request for the refund referred to in sec. 11 results from the fact that an incorrect unique identifier of the Recipient was indicated in the payment instruction, and the Account Holder does not refund the money by the date specified by PKO Bank Polski SA in a written notification, PKO Bank Polski SA will transfer the Account Holder's data to the sender's bank, at the latter's request, in the scope indicated in the act.
14. If PKO Bank Polski SA has received funds intended for the Account Holder, then in accordance with the act it will be liable to the Account Holder for non-performance or improper performance of the payment transaction. PKO Bank Polski SA will immediately make the payment transaction amount available to the Account Holder or will credit the Account Holder's account with an appropriate amount in order to bring the payment account to the balance that would exist if the non-performance or improper performance of the payment transaction had not taken place. If the Account Holder's payment account is credited, the value date cannot be later than the value date of the credit if the transaction had been made in accordance with the act. If the payment transaction is made with a delay, PKO Bank Polski SA will ensure, at the request of the payer's supplier acting on behalf of the payer, that the value date for the credit to the Account Holder's payment account is not later than the value date of the credit if the transaction had been made properly.
15. As part of correcting transactions incorrectly registered in the account, PKO Bank Polski SA may, without calling the Account Holder and without the Account Holder's separate instruction, credit or debit the account, provided that the debit may cause overdue debt to appear in that account.

CHAPTER 3. RULES FOR SETTLING PAYMENT TRANSACTIONS

§ 55.

1. PKO Bank Polski SA makes available to the Account Holder the amount of the payment transaction immediately after PKO Bank Polski SA has been credited with the respective amount.
2. The Account Holder may conclude a separate agreement with PKO Bank Polski SA on executing negotiated FX transactions in convertible currencies. PKO Bank Polski SA will inform the Account Holder about the possibility of concluding the agreement at the time of notifying the Account Holder about the possibility of concluding a negotiated transaction.
3. PKO Bank Polski SA makes available to the Account Holder the full amount of the payment transaction received, and any commissions or fees due to PKO Bank Polski are collected separately, without deduction from the transaction amount, subject to the provisions of § 81 sec. 2.
4. If the settlement with the Account Holder is made in a currency other than the currency of the payment instruction, the exchange rates published in the FX Table of PKO Bank Polski SA at the time of receipt of the Account Holder's payment instruction or a payment instruction from another bank will be used for the purpose of settlement of both the instruction amount and any fees and commissions payable to PKO Bank Polski SA, subject to § 82, and specifically:
 - 1) for non-cash settlements – the buy or sell rate for currencies, as applicable,
 - 2) for cash settlements – the buy or sell rate for cash, as applicable,
 - 3) for the settlement of commissions in the case of foreign transfers – the average exchange rate of the National Bank of Poland.
5. Exchange rates may change during a business day. They are published in the current FX Table of PKO Bank Polski SA, available at outlets and on the website.
6. If a negotiated transaction has been concluded together with a payment instruction, negotiated exchange rates will be used to settle this payment instruction amount, and the payment transaction will be executed on the basis of a separate agreement on executing negotiated FX transactions in convertible currencies.
7. If there are no coins in a given foreign currency at a branch of PKO Bank Polski SA and it is necessary to give the change in coins, PKO Bank Polski SA converts that change into the Polish currency at the average exchange rate of the National Bank of Poland.

SECTION VI HANDLING THE BANK ACCOUNT – DOMESTIC TRANSACTIONS

CHAPTER 1. CASH PAY-IN

§ 56.

1. An instruction for paying cash into an account (including a service consisting in paying cash into the consumer's payment account by means of a device enabling such a payment or at a supplier's facility) may be placed:
 - 1) at the outlets of PKO Bank Polski SA:
 - a) by a form filled in by the Client,
 - b) by provision of data by the Account Holder to a representative of PKO Bank Polski SA, who imports the data into an application – the instruction prepared on the basis of such data is submitted to the Account Holder for signing; the Account Holder's signature confirms correctness of the data,
 - 2) by means of a payment card,
 - 3) in another agreed manner.
2. The Account Holder provides:
 - 1) the payer's details (name, surname and address or business name and address),
 - 2) details of the Recipient of the payment (name, surname and address or business name and address), as required by the instruction,
 - 3) the Recipient's account number,
 - 4) amount and currency,
 - 5) details of payment,
 - 6) other data necessary due to the type of the cash payment instruction placed.
3. The cash payment to the account kept with PKO Bank Polski SA in the currency of that account is made available in the account immediately upon receipt of cash, not later than on the same business day.
4. If cash is paid into an account kept with another bank (by means of a money order), PKO Bank Polski SA will transfer funds immediately on the day of submitting the payment instruction, however no later than on the next business day.
5. The cash payment in a convertible currency to the Recipient's account kept at PKO Bank Polski SA is effected without conversion into the Polish currency or into any other convertible currency, only if the Recipient's account is kept in the currency indicated in the instruction.

6. The payment of cash in a convertible currency to an account kept with another bank is carried out after conversion into the Polish currency and the equivalent in the Polish currency is transferred to the bank indicated. The currency conversion is made in accordance with § 55 sec. 4.

CHAPTER 2. CASH WITHDRAWAL

§ 57.

1. An instruction for cash withdrawal from the account may be placed in the manner specified in § 56 sec. 1.
2. Any branch of PKO Bank Polski SA may determine a limit on individual cash withdrawals above which the Account Holder is required to give an advance notice of the intended withdrawal. The withdrawal amount and the required notice period are indicated in the Announcement.
3. In the Announcement, delivered on a durable medium, PKO Bank Polski SA provides information on the amount of maximum cash withdrawals at the agencies of PKO Bank Polski SA.
4. The cash withdrawal instruction should contain:
 - 1) the number of the account from which the cash is to be withdrawn,
 - 2) the amount and currency of the withdrawal,
 - 3) the name and surname of the person who authorized to collect the cash,
 - 4) withdrawal date,
 - 5) details of the withdrawal.
5. At the request of PKO Bank Polski SA, the Account Holder is obliged to present an additional document confirming their identity.

CHAPTER 3. CREDIT TRANSFER, INTERNAL CREDIT TRANSFER, STANDING ORDER, VARIABLE ORDER

§ 58.

1. PKO Bank Polski SA performs payment instructions in the form of:
 - 1) credit transfer (the service referred to in Article 3 sec. 4 of the Act, excluding an internal credit transfer, a SEPA credit transfer order, a transfer order in a foreign currency),
 - 2) internal credit transfer (a service initiated by the payer whereby funds can be transferred between payment accounts kept by the same supplier), i.e.: transfer of funds between accounts kept with PKO Bank Polski SA.
2. A credit transfer or an internal credit transfer instruction may be submitted in the manner specified in § 56 sec. 1 point 1 and 3 or using the electronic banking service or telephone banking service.
3. A credit transfer or an internal credit transfer instruction contains:
 - 1) the number of the account to be debited,
 - 2) the Account Holder's data as required by the transfer,
 - 3) details of the Recipient of the transfer (name, surname and address or business name and address) as required by the transfer,
 - 4) the Recipient's unique identifier (in the IBAN or NRB structure),
 - 5) amount and currency,
 - 6) details of payment,
 - 7) the date of the transfer, including if applicable an instruction to block funds for the execution of a transfer with a future execution date,
 - 8) payment identifier assigned by the Recipient (for variable orders),
 - 9) other data necessary due to the type of the instruction placed.
4. As part of the credit transfer, PKO Bank Polski also offers an immediate credit transfer, which is carried out within the scope specified in the Announcement.
5. A credit transfer or an internal credit transfer may be:
 - 1) a standing order (meaning a service initiated by the Account Holder consisting in the cyclical transfer of funds in a specified amount from their account to the Recipient's account),
 - 2) a variable order (meaning a service initiated by the Account Holder consisting in the transfer of funds to the Recipient's account in a variable amount, in fixed or variable time cycles, on the basis of the data provided by the Recipient).

§ 59.

1. In the case of a credit transfer, PKO Bank Polski SA transfers funds to an account held with another bank immediately on the day of submitting the credit transfer, however no later than on the next business day unless a later execution date is indicated in the instruction.
2. The date referred to in sec. 1 may be extended by one business day if the instruction has been submitted in paper form, subject to the limitations of this extension specified by law.
3. In the case of an internal credit transfer, the funds are made available in the Recipient's account without delay on the day of placing the instruction unless a later execution date has been indicated in the instruction.
4. In the case of an immediate credit transfer, the rule described in sec. 1 does not apply and the instruction is carried out 7 days a week and 24 hours a day.
5. In the case of a payment instruction with a future execution date, the Account Holder shall ensure sufficient balance in the account so that PKO Bank Polski SA can execute the instruction and collect due commissions or fees.
6. In the case of variable order, PKO Bank Polski SA transfers funds to the Recipient's account, without prior confirmation or with confirmation by the Account Holder via electronic banking service of a single payment transaction, provided that PKO Bank Polski SA makes such a selection available.
7. If the Account Holder has chosen the option:
 - 1) of executing a single transaction under a variable order without its confirmation, then PKO Bank Polski SA based on information provided by the Recipient, debits the account indicated in the variable order on the payment date indicated by the Recipient, and if that day falls on a non-business day, the debit takes place on the first working day after that day,
 - 2) of executing a single transaction as part of a variable order with its confirmation, then PKO Bank Polski SA, based on the data provided by the Recipient, provides the Account Holder with a single payment instruction for verification and confirmation four business days before the date indicated by the Recipient as the payment day. After the Account Holder has confirmed the single payment instruction, PKO Bank Polski SA debits the indicated account on the payment date indicated by the Recipient, and if this day falls on a non-business day, the debit takes place on the first working day after that day,
8. If after the payment date indicated by the Recipient, data are received for the transaction:
 - 1) referred to in sec. 7 point 1, PKO Bank Polski SA will debit the indicated account no later than on the next business day after receiving the payment transaction data,
 - 2) referred to in sec. 7 point 2, PKO Bank Polski SA will debit the indicated account no later than 4 business days after receiving the payment transaction data.

§ 60.

1. A credit transfer in a convertible currency is carried out after conversion into the Polish currency and the equivalent in the Polish currency is transferred to the indicated bank.
2. An internal credit transfer in a convertible currency is carried out after conversion into the Polish currency or to another convertible currency if both accounts are maintained in different currencies and the instruction is executed in one of the currencies in which these accounts are maintained.

3. Currency conversions regarding payment instructions referred to in sec. 1 and 2 are made in accordance with § 55.

CHAPTER 4. DIRECT DEBIT

§ 61.

1. A direct debit instruction is executed on the Recipient's account based on the Account Holder's consent, which at the same time constitutes consent for PKO Bank Polski SA to debit the account indicated by the Account Holder.
2. The consent referred to in sec. 1 contains:
 - 1) the Account Holder's data (first and last name),
 - 2) the Account Holder's account number in the NRB structure, being a unique identifier,
 - 3) business name and address of the Recipient,
 - 4) Recipient's identifier (NIP or NIW – a 10-digit Creditor Identification Number, which is used in the case of Recipients who do not have NIP number),
 - 5) payment identifier (IDP) specified by the Recipient.
3. The Account Holder give the consent to the Recipient or PKO Bank Polski SA in the following manner:
 - 1) a copy intended for the Recipient – in the manner indicated by the Recipient,
 - 2) a copy intended for PKO Bank Polski SA:
 - a) in person or by mail,
 - b) using the electronic banking service, if this service allows such possibility,
 - c) for the Recipient, together with a copy intended for the Recipient – in the manner indicated by the Recipient.
4. PKO Bank Polski SA registers the consent within 3 business days after its receipt, provided that the document has been completed correctly, with the reservation that from 1 June 2019, receiving an instruction to execute a direct debit from the Recipient's bank will be tantamount to submission of the consent referred to in sec. 1 by the Account Holder.
5. The Account Holder may withdraw the consent in the manner specified in sec. 3. PKO Bank Polski SA registers the withdrawal of the consent in the manner specified in sec. 4. A direct debit instruction that is submitted or is received by PKO Bank Polski SA upon registration of withdrawal of the consent will not be executed.
6. The Account Holder may submit an instruction to cancel an non-executed direct debit instruction (suspend the account debit) no later than by the end of the business day preceding the agreed day of debit to the account.
7. The Account Holder may submit a request to return the executed direct debit to the account for which the consent was granted, within 8 weeks from the date of debiting the account.
8. The Account Holder may request cancellation of a non-executed direct debit or request return of an executed direct at a branch of PKO Bank Polski SA or using the electronic banking service or telephone banking service as long as these services allow such possibility.
9. The Account Holder may establish a blockade of the indicated account debited with direct debit amounts if the service allows such possibility. The blockade established by the Account Holder may be of a general nature and apply to all Recipients or may be of special nature and apply to specified Recipients only.
10. When executing the request for return of the amount, PKO Bank Polski SA promptly, but not later than within 10 business days, restores the account of the Account Holder to the balance which would exist if the direct debit had not been executed, i.e. on the day of submitting the request for returning the amount, the account is credited with the returned amount, with the date of its submission, including contractual interest accrued on the amount returned for the period from the date of debiting the account to the day preceding the return day.

§ 62.

1. Direct debits are executed only in the Polish currency.
2. PKO Bank Polski SA executes a direct debit instruction on the day of its receipt, i.e. debits the account of the Account Holder on that date, subject to sec. 3 and 5.
3. PKO Bank Polski SA does not make partial payments from the Account Holder's account in respect of the direct debit instruction received.
4. If several direct debit instructions are received relating to the account of the same Account Holder for execution on the same date, PKO Bank Polski SA debits the account of the Account Holder in the order of receipt of these direct debit instructions provided that a direct debit exceeding the amount of free funds in the Account Holder's account will not be executed and PKO Bank Polski SA will then execute the next direct debit instruction, in accordance with the order of receipt.
5. PKO Bank Polski SA will not execute the direct debit instruction received if:
 - 1) there is no consent or it has been withdrawn,
 - 2) the amount of free funds in the Account Holder's account is insufficient to cover the amount of this instruction and the amount of commissions or fees due,
 - 3) the Account Holder's account has been closed,
 - 4) the Account Holder has lodged a cancellation of a non-executed direct debit instruction,
 - 5) The Account Holder has established a direct debit blockade for the indicated Recipient if PKO Bank Polski SA has made such functionality available.

SECTION VII HANDLING THE BANK ACCOUNT – FOREIGN/CURRENCY TRANSFERS

CHAPTER 1. SENT FOREIGN TRANSFERS

§ 63.

1. PKO Bank Polski SA executes foreign transfer instructions in the convertible currencies specified in the Announcement and in the Polish currency, provided that the Recipient's bank conducts settlements in the Polish currency – otherwise PKO Bank Polski SA refuses to execute the instruction.
2. PKO Bank Polski SA settles foreign transfers either in non-cash or cash form.

§ 64.

1. A foreign transfer instruction may be placed:
 - 1) at a branch of PKO Bank Polski SA:
 - a) by a form filled in by the Account Holder,
 - b) by provision of data by the Account Holder to a representative of PKO Bank Polski SA, who imports the data into an application – the instruction prepared on the basis of such data is submitted to the Account Holder for signing; the Account Holder's signature confirms correctness of the data,
 - 2) by means of the electronic banking service or telephone banking service.
2. In the case referred to in sec. 1 point 1b, the Account Holder is also required to submit documents (e.g. invoice, contract) containing the data necessary for execution of the foreign transfer.

§ 65.

A foreign transfer instruction and documents submitted in accordance with § 64 sec. 2, should contain:

- 1) the amount and currency of the foreign transfer,

- 2) business name/ first name and surname and address of the Recipient,
- 3) the Recipient's bank account number in the IBAN or NRB structure or in another structure if the Recipient's bank has not adopted the IBAN bank accounts structure,
- 4) BIC code of the Recipient's bank and, if it is not available, the name and address as well as the National ID of the Recipient's bank or full name and full address of the Recipient's bank for foreign transfers other than those processed as urgent, excluding a foreign transfer to EEA countries,
- 5) cost instruction – for foreign transfers to EEA countries, only the SHA cost instruction can be used. If the Account Holder does not indicate a cost instruction, the foreign transfer will be executed with SHA cost instruction.
- 6) the Account Holder's account number to settle the amount of the foreign transfer or deposit currency at a branch of PKO Bank Polski SA,
- 7) the Account Holder's account number to settle commissions or fees due for foreign transfers if the Account Holder has indicated the SHA or OUR cost instruction (if the Account Holder provides only one account number, it is assumed that it is an account for settlement of both the amount of foreign transfers and the amount of commissions or fees) or the currency of cash payment at the cash desk of PKO Bank Polski SA,
- 8) bank value date indicating the date when the amount transferred via foreign transfer is available to the bank receiving the foreign transfer – if the Account Holder does not indicate a value date for the bank, the foreign transfer is executed with a spot value date or in the case of a foreign transfer order in EUR to an EEA country in EUR – with the tomnext value date.

§ 66.

1. Taking into account interbank agreements, technical possibilities and requirements of the applicable law, PKO Bank Polski SA selects, using due diligence, a method of foreign transfer execution and in a manner enabling its proper execution based on the data provided by the Account Holder.
2. PKO Bank Polski SA is responsible for execution of foreign transfers in accordance with the instructions provided by the Account Holder, provided that the Account Holder who has completed the form on their own, obliged to provide all the required information on the instruction form in an accurate and legible manner.
3. Based on the data provided by the Account Holder, PKO Bank Polski will determine the type of foreign transfer, choosing between the types indicated in § 67.

§ 67.

On the basis of the accepted foreign transfer instruction, PKO Bank Polski SA executes:

- 1) SEPA credit transfer (a service initiated by the payer to allow the transfer of funds in EUR from the payer's payment account to the Recipient's payment account, if both suppliers perform their activities in the SEPA area), i.e. an instruction:
 - a) executed by banks that operate in the SEPA area,
 - b) in EUR,
 - c) containing an SHA cost instruction,
 - d) containing the bank account number of the Account Holder and the Recipient in the IBAN or NRB structure for payments addressed to other domestic banks,
 - e) having a non-cash form,
- 2) a transfer order in foreign currency (sent to domestic banks) – (a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the supplier to the payment account of the Recipient with the supplier in a currency other than the Polish currency or EUR), i.e. an instruction:
 - a) excluding EUR,
 - b) containing bank account number of the Account Holder and the Recipient in the IBAN or NRB structure,
 - c) having a non-cash form,
- 3) transfer order to foreign banks (other than SEPA credit transfers) – (service referred to in Article 3 sec. 4 of the act, excluding internal transfer order, SEPA credit transfer, foreign currency transfer order and other foreign transfers provided by PKO Bank Polski SA) – having a non-cash or cash form (money order).

§ 68.

1. The foreign transfer referred to in § 67 is carried out with the spot value date for the bank, subject to sec. 3.
2. A foreign transfer may be executed, at the request of the Account Holder, in an urgent manner with the tomnext or overnight value date for the bank.
3. A foreign transfer to the EEA countries in EUR is normally executed with the tomnext value date for the bank, even if the Account Holder selects the spot value date, without having to fulfil all the conditions specified in sec. 4.
4. A condition for the execution of a foreign transfer as urgent as referred to in sec. 2, is:
 - 1) non-cash settlement of the foreign transfer,
 - 2) submitting a foreign transfer order in one of the currencies indicated in the Announcement,
 - 3) indication by the Account Holder of the Recipient's BIC code, and in the absence thereof, the name and address together with the National ID of the beneficiary's bank,
 - 4) the Account Holder's bank account number in the IBAN or NRB structure or in another structure if the Recipient's bank has not adopted the IBAN bank accounts structure.

§ 69.

1. PKO Bank Polski SA also accepts foreign transfer instructions with a future execution date, provided that the conditions set out in § 65 are met and the instruction is debited to the account.
2. For instructions with a future execution date, the settlement with the Account Holder takes place on that future date using the FX Table of PKO BP SA in force at 8:00 am on such future date.

§ 70.

The Account Holder each time indicates the form of settlement for the order and all commissions and fees related to its execution:

- 1) non-cash settlement – by debiting the specified account maintained for the Account Holder, or
- 2) cash settlement – cash payment at a branch of PKO Bank Polski SA.

§ 71.

PKO Bank Polski SA settles with the Account Holder the amount of a foreign transfer in the currency specified in the order as well as fees and commissions due to PKO Bank Polski SA on the day of submitting the instruction or on the indicated future date.

§ 72.

1. In the case of a foreign transfer to the EEA countries in EUR, PKO Bank Polski SA credits the Recipient's bank account with the amount of the foreign transfer not later than on the next business day following the settlement date indicated in § 71.
2. In the case of a foreign transfer to the EEA countries in currencies other than EUR currency, the Bank shall credit the Recipient's bank account with the amount of the foreign transfer not later than on the third business day following the settlement date specified in § 71.
3. Where a paper instruction is submitted, the date indicated in sec. 1-2 may be extended by one business day.
4. In the case of other foreign transfers, the execution time may be longer than indicated in sec. 1-2,

as it is always dependent on the number of banks involved in processing the foreign transfer.

§ 73.

1. Until the account is debited, the Account Holder may decide not to proceed with the foreign transfer without incurring any related fees.
2. After the account has been debited or after the Account Holder has made a cash payment, the Account Holder may submit an instruction to cancel the foreign transfer, subject to sec. 3–4.
3. If the cancellation instruction is submitted by the Account Holder before the foreign transfer is sent to the receiving bank, PKO Bank Polski SA does not proceed with the transaction and makes a refund in accordance with § 55, subject to § 54 sec. 11.
4. If the cancellation instruction is submitted by the Account Holder after the foreign transfer has been executed, i.e. after it has been sent to the receiving bank, PKO Bank Polski SA makes a refund in accordance with § 54 sec. 10–11 and § 55.

§ 74.

If the intermediary bank or the Recipient's bank makes a refund without a cancellation instruction submitted by the Account Holder, PKO Bank Polski SA refunds the money to the Account Holder in accordance with § 54 sec. 11 and § 55.

§ 75.

To settle the cancelled or refunded amount of a foreign transfer and the costs of other banks involved in processing the foreign transfer, PKO Bank Polski SA applies exchange rates in accordance with § 55.

§ 76.

1. The Account Holder may order additional activities regarding additions, changes to or inquiries about a foreign transfer.
2. On the basis of the instruction accepted, PKO Bank Polski SA performs additional activities in accordance with the Account Holder's instruction.

CHAPTER 2. RECEIVED FOREIGN TRANSFER

§ 77.

1. A foreign transfer is considered received by PKO Bank Polski SA when PKO Bank Polski SA received both funds and correct data enabling the execution of the received foreign transfer.
2. The condition for the execution of a foreign transfer which does not include the Account Holder's account number (money order) is the indication of the Account Holder's name and surname as well as the Account Holder's address or other data of the Account Holder enabling their identification during a visit at a branch of PKO Bank Polski SA (e.g. the number of an identity document or the payment identifier).

§ 78.

1. PKO Bank Polski SA executes a received foreign transfer as:
 - 1) SEPA credit transfer which meets the conditions specified in § 67 point 1,
 - 2) transfer order in a foreign currency (received from domestic banks),
 - 3) transfer order from foreign banks (other than a SEPA credit transfer).
2. The foreign transfers referred to in sec. 1 may be used to pay pension benefits.
3. If the foreign transfer is a pension benefit transfer, to calculate the taxable income, an advance payment for personal income tax and contributions for health insurance, PKO Bank Polski SA uses the average exchange rate of the National Bank of Poland applicable on the last business day preceding the income-earning date.

§ 79.

PKO Bank Polski SA settles a received foreign transfer:

- 1) by crediting the specified account of the Account Holder in a convertible currency or the Polish currency, as the case may be, according to the currency of that account, or
- 2) by a cash payout in a convertible currency or in the Polish currency, in accordance with the Account Holder's instruction, if the foreign transfer details do not contain the Recipient's account number, or
- 3) by crediting an account, indicated by the Account Holder, held in a convertible currency or in the Polish currency, as the case may be, according to the currency of that account, if the foreign transfer details do not contain the Recipient's account number.

§ 80.

The settlement referred to in § 79 includes:

- 1) the amount of the foreign transfer,
- 2) commissions or fees due to PKO Bank Polski SA provided that the instructions in the received foreign transfer indicate the SHA or BEN cost instruction or the foreign transfer contains no instruction specifying the party paying those fees,
- 3) advances for personal income tax and contributions for health insurance, in accordance with the applicable law – if the foreign transfer is a pension benefit transfer.

§ 81.

1. PKO Bank Polski SA transfers to the Account Holder the full amount of the received foreign transfer, and commissions and fees due to PKO Bank Polski SA, and advances for personal income tax and health insurance contributions are collected separately, without deducting them from the amount, subject to sec. 2.
2. PKO Bank Polski SA, as the Recipient's bank, may deduct the obligations referred to in § 80 sec. 2–3 from the amount of the foreign transfer, if the parties so decide in a separate agreement.
3. The Account Holder, in accordance with the agreement referred to in sec. 2, may indicate an account other than that indicated in the foreign transfer, held with PKO Bank Polski SA, which will be used for the settlement referred to in sec. 1.
4. In the case of settlement of a foreign transfer referred to in § 79, for the purpose of settlement of fees and commissions, the advance for personal income tax or the health insurance contribution the Account Holder may indicate a different currency than that of the foreign transfer, including the Polish currency.

§ 82.

1. In the case of a received foreign transfer, PKO Bank Polski SA is obliged to credit the Account Holder's account on the day the funds are received and on the day of the message containing information about the terms of the foreign transfer, subject to sec. 2.
2. If the message about the terms of the foreign transfer contains a later date, PKO Bank Polski SA credits the account on the date indicated.
3. PKO Bank Polski SA makes available the amount of the foreign transfer to the Account Holder immediately after the account has been credited.

§ 83.

In the event that the money transfer received does not contain the data necessary for identification of the Account Holder, in accordance with § 77 sec. 2 or the Account Holder has not visited a branch of PKO Bank Polski SA within 20 business days to give an instruction regarding the funds, then PKO Bank Polski SA, without a prior notice, returns the funds to the bank which has sent the money order.

§ 84.

The Account Holder may place an order for additional activities related to the foreign transfer including inquiries, clarifications or seeking the source of the expected foreign transfer if such transfer has not been received yet.

§ 85.

1. If the Account Holder refuses to accept the foreign transfer, the refusal should be submitted in the form of a written statement on the basis of which PKO Bank Polski SA will return the funds to the bank from which the foreign transfer has been received, subject to sec. 2.
2. If the refusal referred to in sec. 1 applies to a SEPA credit transfer and the Account Holder's account has been credited with the amount of the foreign transfer, the Account Holder may not refuse to accept the transfer in the procedure described in sec. 1.

SECTION VIII OVERDUE DEBT

§ 86.

1. Overdue debt may arise as a result of:
 - 1) settlement of a card payment transaction, including a currency conversion related to the settlement of a card payment transaction, or
 - 2) collection of a commission or fee exceeding the amount of free funds in the account, or
 - 3) collection of advances for income tax or health insurance contributions on pension benefit transfers from abroad processed by PKO Bank Polski SA in an amount exceeding the amount of free funds in the account, or
 - 4) the Account Holder's failure to meet the deadline for repayment of the permitted debit balance, or
 - 5) the circumstances referred to in § 46 sec. 17 and § 89.
2. The debt referred to in sec. 1, is covered from the funds in the account, from the first receipts to the account.

§ 87.

1. PKO BP SA charges interest on overdue debt, according to a variable interest rate on overdue debt, corresponding to the current maximum late interest resulting from applicable law.
2. A change in the maximum late interest will result in a simultaneous and corresponding change in the interest rate on overdue debt. PKO BP SA will inform the Account Holder, in the form of an Announcement, about the change in the interest rate on overdue debt by the end of the calendar month in which the change occurred.
3. During the term of the framework agreement, PKO Bank Polski SA is entitled to change the method of determining the interest rate on overdue debt, referred to in sec. 1, in the event of a change or repeal of applicable laws regarding interest on overdue debt in a manner resulting from the change or repeal of such legal provisions. The changes will be communicated to the Account Holder by means of a durable medium, in the manner specified in § 91.
4. The period of overdue debt is calculated from the day following the day on which the overdue debt arose until the repayment date of this debt.
5. In the event of overdue debt, PKO Bank Polski SA may take actions against the Account Holder in order to inform them about the debt and to collect any sums due, including by sending correspondence (notices, dunning letters), taking into account the provisions of sec. 6.
6. PKO Bank Polski SA reserves the right to take other actions in addition to the actions referred to in sec. 5. Specifically, it may:
 - 1) send text messages to a mobile phone,
 - 2) make phone calls,
 - 3) make visits.
7. Where the actions referred to in sec. 5 and 6 are taken, the Bank has the right to charge the Account Holder twice – with the fee for sending correspondence (regardless of the number of recipients, one fee is charged for the first correspondence and one fee for the second correspondence).
8. PKO Bank Polski SA may perform the actions referred to in sec. 5 and 6 at such intervals that will allow the Account Holder to immediately make a cash payment in reduction of the overdue debt.
9. As a result of repayment of the overdue debt, the further actions referred to in sec. 5–6 will not be carried out.
10. Where after repayment of the debt referred to in sec. 9, new overdue debt arises, the Bank may repeat the steps referred to in sec. 5 and 6 and will have the right to charge the Account Holder again for those actions.
11. The actions specified in sec. 5–6 will be charged at the rates specified in the Tariff.
12. During the term of the account agreement, PKO Bank Polski SA is entitled to change the fees referred to in sec. 11, in accordance with the rules for amending the Tariff referred to in § 15.

SECTION IX FINAL PROVISIONS

CHAPTER 1. PROCEDURE FOR REPORTING AND PROCESSING COMPLAINTS

§ 88.

1. The Client may file a complaint to PKO Bank Polski SA regarding its the products or services:
 - 1) in writing – in person at an outlet or by post,
 - 2) verbally – over the phone or in person with a written record during a visit to the outlet, or
 - 3) by electronic means – via the online electronic banking service.At the Client's request, PKO Bank Polski SA confirms in writing or in any other agreed manner that the complaint has been filed.
2. The phone numbers and addresses at which the Client may lodge complaints are displayed on the website and at outlets.
3. Complaints, excluding complaints referred to in sec. 5, should include in particular the Client's details (name, surname, PESEL number), current contact details, if possible – the Client's account number, date of the event and description of reservations or discrepancies, and a description of the expected method of dealing with the complaint.
4. The complaints should be accompanied by all the documents necessary for processing the complaint. PKO Bank Polski SA will inform the Client about the required documents.
5. If any irregularities are detected concerning a payment transaction made the card, the Cardholder or the Card User should submit a complaint immediately, taking into account the provisions of sec. 6. The complaint should contain the following information: card number, name and surname of the Cardholder or Card User, payment transaction date, original payment transaction amount, name of the merchant or ATM where the payment transaction was made, an indication of the reason for the complaint and confirmation whether the Cardholder or Card User was in possession of the card at the time of execution of the contested payment transaction. The above information should be provided for each contested payment transaction made with the card.
6. In the case of a complaint regarding a payment transaction made with a card which has been reported as lost, the Account Holder should provide PKO Bank Polski SA with a signed declaration containing the following information: card number, name and surname of the Cardholder or Card User, PESEL number, date and time of reporting the card as lost or stolen, current contact details, circumstances of card loss or theft, and if the card was lost – when the loss was identified, the place, date and time and other details about the last payment transaction made by the Cardholder or Card User as well as how the card and PIN were stored.
7. Complaints concerning any unauthorized, non-executed, improperly executed or incorrectly initiated payment transactions should be immediately submitted in the manner indicated in sec. 1.

8. Failure to submit a complaint concerning any unauthorized, non-executed or improperly executed payment transactions within 13 months from the date of debiting the account or from the day on which the payment transaction was to be executed, causes Client's related claim against PKO Bank Polski SA to expire.
9. PKO Bank Polski SA considers complaints promptly, subject to sec. 10, within 30 days from the date of receipt of the complaint. In especially complex cases, making it impossible to consider the complaint and reply within 30 days, PKO Bank Polski SA will inform the Client about the expected date of reply, which may not exceed 60 days from the date of receipt of the complaint. PKO Bank Polski SA is deemed to have observed the deadlines specified in preceding sentences if the responses were sent before the expiry of those deadlines.
10. PKO Bank Polski SA provide the response to the complaint within the scope relating to the rights and obligations derived from the Act within 15 business days of its receipt. In especially complex cases making it impossible to consider the complaint and reply by the above deadline, the Client will be informed about the anticipated date of a response to the complaint, which cannot exceed 35 business days from the date of receipt of the complaint. To comply with the time limits set in the preceding sentences, it will suffice for PKO Bank Polski SA to send the response to the complaint prior to their expiry and, in the case of responses provided in writing, to post the response at the outlet of a designated postal operator within the meaning of Article 3 point 13 of the Postal Law Act of 23 November 2012.
11. Once the complaint has been processed, the Client will be informed about the outcome of its processing in the form of a hardcopy letter or, at the Client's request, by means of another durable medium, in particular via electronic mail.
12. The Client has the right to resolve out of court any disputes the Client may have with PKO Bank Polski SA. The entities competent for resolving the parties' disputes shall be:
 - 1) The Banking Court of Arbitration for Consumers at the Polish Bank Association, operating in accordance with the rules and regulations available at www.zbp.pl, and
 - 2) The Financial Ombudsman who may be approached as indicated at www.rf.gov.pl once the available complaints procedure has been exhausted.
13. The Client has the right to take advantage of the possibility of out-of-court resolution of any dispute relating to the agreement concluded via the Internet, the electronic banking service or telephone banking service, via ODR platform operational in the countries of the European Union and accessible online at: <http://ec.europa.eu/consumers/odr/>. The Client also has the option to ask the Municipal and Provincial Consumer Ombudsman for assistance.
14. Notwithstanding the above complaint procedure, the Client has the right to refer the case, at any time, to a competent court of law.
15. Any and all complaints are resolved by PKO Bank Polski SA with due care, thoroughly and at the shortest time possible.

§ 89.

1. After initial examination of complaints regarding payment transactions made with the card, PKO Bank Polski SA credits the account with the amount of the payment transaction resulting from the payment transaction subject to complaint and with due commissions and fees, as at the date of execution of the transaction, subject to sec. 3.
2. If the complaint is not fully or partially accepted after the complaint process, PKO Bank Polski SA has the right to debit the account with the appropriate amount of the payment transaction and fees and commissions related to the payment transaction, not accepted as part of the complaint, as at the date of the original credit, referred to in sec. 1.
3. If the contested amount is returned to the Client's account by the merchant at which the purchase was made in connection with the return of goods or services, PKO Bank Polski SA has the right to debit the account with the amount of the prior credit resulting acceptance of the complaint.

CHAPTER 2. CHANGE OF THE PROVISIONS OF THE GENERAL TERMS AND CONDITIONS

§ 90.

PKO Bank Polski SA is entitled to change the General Terms and Conditions in the following cases:

- 1) introduction of new or repeal or change of applicable laws relating to the account or the card,
- 2) extension, changes to or limitation of functionality of services, changes in the rules of using services by the Account Holder, introduction of new services, elimination of certain activities which are part of the services provided by PKO Bank Polski SA under the framework agreement with the Account Holder,
- 3) need to adapt the framework agreement to the consumer protection requirements,
- 4) issue of court judgements or decisions, recommendations or guidance of the National Bank of Poland, the Polish Financial Supervision Authority or other public administration bodies affecting the provisions of the framework agreement.

§ 91.

1. PKO Bank Polski SA is obliged, not later than two months before the proposed date of entry into force of the change referred to in § 90, inform the Account Holder about this fact, providing information about the legal basis for the change and its factual circumstances. The information is provided in the manner referred to in § 99 sec. 1 on a durable medium.
2. When notifying about the change, PKO Bank Polski SA also advises that:
 - 1) The Account Holder has the right to terminate the framework agreement, prior to the proposed effective date of such changes, at no cost to the Account Holder, effective as of the date of the Account Holder's being notified change, however no later than on the day on which the change in question would take effect,
 - 2) if the Account Holder fails to file an objection to the changes with PKO Bank Polski SA prior to their effective date, the Account Holder is deemed to have accepted those changes,
 - 3) when the Account Holder files an objection to the proposed amendments with PKO Bank Polski SA but fails to terminate the framework agreement, then the framework agreement will expire on the day preceding the effective date of the proposed changes, at no cost to the Account Holder.
3. If, prior to the proposed effective date of the change the Account Holder fails to terminate the framework agreement in writing or fails to file an objection thereto, the change is deemed to have been accepted and will apply as of the day specified in the information provided to the Account Holder by PKO Bank Polski SA.
4. Subject to § 8 sec. 2-4, when terminating the account agreement or raising objections to the proposed change, the Client should specify how the account balance should be distributed.

CHAPTER 3. TERMINATION OF THE ACCOUNT AGREEMENT

§ 92.

1. The account agreement is terminated in the following way:
 - 1) in the case of termination of the account agreement by the Account Holder or PKO Bank Polski SA upon expiry of the period of notice,
 - 2) in the case of expiry of the period for which the account agreement was concluded, subject to § 91 sec. 2,
 - 3) in the cases referred to in Article 59a sec. 1-3 of the Banking Law, with the exception of the accounts referred to in § 3 sec. 3 point 2.
2. After the termination of the account agreement, any funds for which no instructions have been placed will not bear any interest. The provision specified in the first sentence does not apply to agreements terminated in the manner referred to in sec. 1 point 3.

§ 93.

1. Subject to § 9, the Account Holder may at any time, without giving reasons, terminate in writing the account agreement, including the card agreement.
2. The period of notice referred to in sec. 1 is one month, subject to § 91 sec. 2, running from the date of delivery of the notice of termination to PKO Bank Polski SA.
3. The Parties may agree on a period of notice that is shorter than the one specified in sec. 2.
4. When terminating the account agreement, subject to § 8 sec. 2-4, the Account Holder should distribute the funds in the account.

§ 94.

1. Termination of the account agreement results in termination of the agreement for the card issued to that account.
2. On the day of termination of the card agreement PKO Bank Polski SA invalidates the cards issued on its basis.
3. No later than on the day of termination of the account agreement by way of notice, the Account Holder is required to:
 - 1) repay all overdue amounts relating to the accounts covered by the termination, including all interest, fees, commissions and costs due.
 - 2) return to PKO Bank Polski SA all cards issued to the accounts covered by the termination notice.
4. Termination of the account agreement or card agreement does not release the Account Holder of the obligation to settle any financial obligations arising from these agreements.

§ 95.

1. Submitting a declaration on opting out of all cards issued to the account is understood as express termination of the card agreement by the Account Holder.
2. Submitting a declaration on non-renewal of all cards results in termination of the card agreement as of the expiry date of the card with the longest validity period by the Account Holder.

§ 96.

1. PKO Bank Polski SA may terminate the account agreement only for the following important reasons:
 - 1) the absence of any turnover in the saving and settlement account for a period of 6 months, except for the periodic accrual of interest and its payouts,
 - 2) the absence of turnover in the saving account for a period of 6 months, except for the periodic accrual of interest and its payouts and debiting bank fees and commissions, and where the balance of funds in the account does not exceed the minimum amount, if indicated in the account agreement or where the Account Holder fails to pay in full amount for at least 6 consecutive months the fees or commissions due to PKO Bank Polski SA in accordance with the Tariff,
 - 3) the absence of turnover in the foreign currency account for a period of 6 months, except for the periodic accrual of interest and its payouts as well as debiting bank fees and commissions, and where the balance of funds in the account does not exceed the minimum amount, if indicated in the account agreement,
 - 4) the absence of a positive balance in the deposit service account for a period of six months from the maturity date of the deposit maintained in connection with that account,
 - 5) the lack of cash inflows to the saving and settlement account, saving account and currency account for a period of 3 months from the date of opening the account,
 - 6) causing overdue debt to appear in the account and a failure to pay the amounts due under the account agreement,
 - 7) inability by PKO Bank Polski SA to further maintain the account on the existing terms and conditions as a result of a significant change in the terms or discontinuation of provision of telecommunications, postal, courier, IT, payment or settlement services necessary to perform the account agreement by suppliers of those services, decommissioning of the IT applications necessary for performance of the account agreement or for other reasons that prevent PKO Bank Polski SA from performing the account agreement in accordance with the applicable laws,
 - 8) loss of full legal capacity by the Client, if full capacity is required to keep the account,
 - 9) the inability of PKO Bank Polski SA to perform its obligations under the financial security measures specified in the Act on Counteracting Money Laundering and Terrorism Financing,
 - 10) taking reasonable suspicion that the funds accumulated in the account come from or are related to a crime,
 - 11) misstatement or concealment of truth by the Account Holder with regard to the information that, by law, the Account Holder is obliged to provide to PKO Bank Polski SA as an account holding entity,
 - 12) use by the Client of the account agreement inconsistently with the nature of the agreement and its social and economic intended purpose, including the use of the account to make settlements in connection with the pursuit of any business or profit-earning activity.
2. PKO Bank Polski SA may discontinue provision of the additional services when no longer able to provide such services on the existing terms and conditions as a result of a material change in the circumstances or discontinuance of provision of telecommunication, postal, courier, IT, payment or settlement services required for the performance of those optional services by their providers, decommissioning of the IT applications required for the performance of the additional services or for other valid reasons that prevent PKO Bank Polski SA from lawfully providing those services.
3. In the cases referred to in sec. 1, the period of notice for the account agreement is two months and runs from the day following the day of service of the notice of termination upon the Account Holder by PKO Bank Polski SA.
4. PKO Bank Polski SA terminates the account agreement in writing, giving the reasons for termination.

CHAPTER 4. OTHER PROVISIONS

§ 97.

1. PKO Bank Polski SA has the right to debit any accounts it maintains for the Account Holder, without the Account Holder's separate consent, to collect its receivables in respect of:
 - 1) overdue debt and past-due receivables in respect of:
 - a) interest,
 - b) renewable limit associated with these accounts,
 - c) other loans granted by PKO Bank Polski SA, if the loan agreement so provides,
 - 2) advances for income tax and health insurance contributions on pension benefit transfers from abroad processed by PKO Bank Polski SA.
2. If there are no funds in the account, each inflow to the account will be applied in reduction of those receivables.
3. If the account from which payment is to be made is maintained in a different currency than the account in which the debt arose, PKO Bank Polski SA will make a currency conversion in accordance with the principles referred to in § 55 sec. 4.

§ 98.

1. Payment transactions made on accounts, excluding deposit accounts, are confirmed by bank statements delivered to the Account Holder in a manner agreed with the Account Holder.
2. The Account Holder who has access to internet service:
 - 1) is provided by PKO Bank Polski SA with continuous access to information on the current balance of accounts, changes in accounts and transactions made,
 - 2) receives from PKO Bank Polski SA, through that service, notifications regarding any refusals to execute a payment order.

3. If the Account Holder does not have access to the internet service or chooses a different form of receiving statements and notifications, PKO Bank Polski SA will provide the information referred to in sec. 2, in a manner agreed with the Account Holder.
4. The Account Holder is obliged to check correctness of transactions and the account balance on an ongoing basis.
5. PKO Bank Polski SA transfers to the Account Holder, free of charge and at least once a calendar year, a list of fees for services associated with the payment account for the period covered by the list referred to in the act.

§ 99.

1. PKO Bank Polski SA provides the Account Holder with information required in connection with performance of the account agreement as follows:
 - 1) via the internet service – if the Account Holder has concluded an agreement with PKO Bank Polski SA to use this service, or
 - 2) by email, or
 - 3) by correspondence.
2. PKO Bank Polski SA sends statements or notices to the Account Holder's last address known to PKO Bank Polski SA.
3. Contact details for PKO Bank Polski SA are indicated on the website and available at the outlets.

§ 100.

In the case of changes to the data needed for maintaining the account, including: address of residence, address for correspondence, name (names), surname, series and number of the identity document, telephone number, email address, or in the case of losing the identity document, the Client is obliged to immediately notify PKO Bank Polski SA of such facts, in writing or in other form authorized by PKO Bank Polski SA.

§ 101.

1. Subject to § 6 sec. 1, the Account Holder with full legal capacity may instruct PKO Bank Polski SA in writing that after their death a specific amount of money should be paid out from the account to the persons indicated by them: a spouse, ascendants, descendants or siblings a (an instruction on distributing funds in the event of death).
2. The payout amount referred to in sec. 1, irrespective of the number of instructions on distributing funds in the event of death, shall not be higher than 20 times the average monthly remuneration in the enterprise sector, excluding any bonuses from profit, published by the President of Statistics Poland for the last month before the death of the Account Holder.
3. The instruction on distribution of funds in the account in the event of death may be cancelled or changed by the Account Holder at any time in writing.
4. If the Account Holder has issued more than one instruction regarding distribution of funds in the account in the event of death, and the total amount of the instructions exceeds the amount referred to in sec. 2, the instruction issued later takes precedence over the instruction issued earlier.
5. The amount paid out in accordance with sec. 1 is not part of the Account Holder's estate.
6. The persons to whom any amounts were paid on the basis of the instructions on distribution of funds in the event of death in breach of sec. 4, are required to return those funds to the Account Holder's heirs.

§ 102.

Subject to § 6 sec. 1, a payout from the account to cover the Account Holder's funeral costs is made to the person named in the relevant invoices, after submitting:

- 1) death certificate of the Account Holder, and
- 2) original documents stating the amount of funeral costs incurred by this person.

§ 103.

1. The following payouts from the deposit account will not be a breach of the deposit account agreement:
 - 1) a payout in respect of funeral costs before the end of the declared contractual period, subject to sec. 2,
 - 2) instructions in the event of death and inheritance by heirs or legatees where a particular heir or legatee meets the contractual period in respect of the part of the funds in that account due to them; in the above case, the heir or legatee who meets the above condition is entitled to interest in the amount of interest as is normally accrued for meeting the contractual term, pro-rated to their share in the amount of the deposit.
2. In the case of account agreements signed by 15 December 2018, the payouts referred to in sec. 1 point 1 cause the heirs or legatees to lose any interest accrued on the amount paid out or to receive interest on the rules set out in the deposit account agreement.
3. Withdrawal of funds from the deposit account during the contractual term by any heir or legatee, except in the case referred to in sec. 1 point 2, constitutes a breach of the terms of the deposit account agreement and causes them to lose the interest accrued or to receive interest on the rules set out in the deposit account agreement.

§ 104.

In order to ensure that PKO Bank Polski SA can properly perform its statutory obligations, the Account Holder is obliged to:

- 1) inform PKO Bank Polski SA about inflows of foreign pensions to the account – before their first inflow,
- 2) subject to § 108 sec. 1-2, submit the documents confirming:
 - a) the nature of the benefit referred to in point 1,
 - b) tax collection – if the tax is collected abroad,
- 3) the documents referred to in point 2 should be delivered to PKO Bank Polski SA:
 - a) together with the information referred to in point 1,
 - b) each time – in case of changes in relation to the previously submitted documents,
 - c) immediately – if no documents are submitted in the procedure referred to in point 1.

§ 105.

1. In the case of a suspected or actual fraud or security threat, PKO Bank Polski SA may contact the Account Holder via secure communication channels:
 - 1) the online service,
 - 2) the mobile application,
 - 3) the phone – when in doubt as to the identity of the person contacting the Account Holder on behalf of PKO Bank Polski SA, the Account Holder should cut the connection and phone the Bank themselves.
2. If Account Holder identifies any security threat, the Account Holder may contact PKO Bank Polski SA:
 - 1) personally at a branch of PKO Bank Polski SA or an agency of PKO Bank Polski SA,
 - 2) via the online service,
 - 3) by phone.
3. Contact details for PKO Bank Polski SA are published on the website.

§ 106.

1. During the term of the account agreement, the Account Holder has the right to request, at any time, access to the provisions of the account agreement and the information defined in Article 27 of the Act, in hardcopy format or using another durable medium.

2. PKO Bank Polski SA may, with the Account Holder's consent, provide those documents and information by placing them on the website or in the online service as long as the website or online service enable access thereto over the period adequate for the purpose of provision of such information and permit retrieval of the provided information in an unchanged format.

§ 107.

1. Cash accumulated in the Client's personal accounts held with PKO Bank Polski SA and any receivables due to the Client resulting from banking operations with PKO Bank Polski SA are guaranteed by the Bank Guarantee Fund, to the extent provided for in the Act on the Bank Guarantee Fund, deposit guarantee scheme and forced restructure ("Bank Guarantee Fund Act") up to the total amount of the Polish currency equivalent of EUR 100,000.
2. The entities entitled to receive guarantee payments from the Bank Guarantee Fund are: natural persons, legal persons and organizational units without legal personality, if they have legal capacity, entities referred to in Article 49 sec. 3 of the Banking Law Act, which are a party to a bank account agreement to their own name or having a claim, arising from banking operations, against PKO Bank Polski SA covered by a guarantee scheme as well as persons referred to in Article 55 sec. 1 and Article 56 sec. 1 of the Banking Law, excluding the entities referred to in Article 22 sec. 1 of the Bank Guarantee Fund Act.
3. Detailed information on the existing guarantee scheme operated by the Bank Guarantee Fund and covering money in bank accounts on and changes in legislation in this regard is available on the website of PKO Bank Polski SA, www.bfg.pl and at outlets.

§ 108.

1. The language used in the relations between PKO Bank Polski SA and the Client is Polish.
2. If it is necessary to provide any official document to PKO Bank Polski SA, the documents should be provided together with a translation into Polish by a sworn translator in Poland or a consul.
3. The framework agreement is concluded and performed in accordance with Polish law.
4. Any disputes arising out of the framework agreement will be settled by competent courts determined in accordance with the applicable law.
5. The Polish Financial Supervision Authority is the authority that supervises the operations of PKO BP SA. The Client has the right to lodge a complaint against the operations of PKO Bank Polski SA to the Polish Financial Supervision Authority.