



Bank Polski

RULES FOR THE ISSUANCE AND USE OF BUSINESS-TYPE CREDIT CARDS

On force from January 4, 2021

Chapter 1. General Provisions

§ 1.

The rules for the issuance and use of a Business-type credit card, hereinafter referred to as the "Rules", set forth the rules for the issuance and use of the Business-type credit card at Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna.

§ 2.

The terms used in the Rules shall have the meanings set out below:

- 1) Authorization – permission given to the Bank by the Account Holder or a User to carry out a Payment Order as well as other activities performed via the electronic access channels, preceded by the authentication or strong authentication of the User;
- 2) Bank: Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna;
- 3) Settlement Cycle: a recurring monthly period in which payment transactions on the bank account are settled; the Cycle begins on a day specified in the information materials delivered with the Card and ends in the following month on the day preceding the initial day of the Cycle, observing the following exceptions:
 - a) if such a day does not occur in a given month, the Cycle ends on the last day of the month;
 - b) if the last day of the Cycle falls on a day statutorily free from work, the Cycle is shifted to the first business day following such a day;
 - c) a Cycle beginning on the first day of a month ends on the last day of such month.Subsequent Settlement Cycles follow one another and begin and end in line with the principles specified above.
- 4) Daily Cash Withdrawal Limit: a maximum amount up to which the Card User may withdraw money with the use of the Card during a single day;
- 5) Daily Payment Operations Limit: a maximum amount up to which the Card User may pay for goods and services during a single day;
- 6) Daily Internet Operations Limit: a maximum amount up to which the Card User may pay for goods and services without a physical use of the Card;
- 7) Business Day: a day of the Bank's operation from Monday to Saturday, which is not a day statutorily free from work; with respect to deadlines related to the processing of complaints and deadlines related to reimbursement of funds in case of notifying an unauthorised transaction – a day from Monday to Friday, which is not a day statutorily free from work;
- 8) Settlement Day: last day in a Settlement Cycle on which the statement of payment transactions is prepared; if the Settlement Day falls on a holiday, it is shifted to the first Business Day after such a day;
- 9) Transaction Posting Day: a day on which the amounts of a transaction are posted on the account;
- 10) Repayment Posting Day: a day on which repayment amounts of the entire or a part of debt are posted on the account;
- 11) Individual Authentication Data: individual data guaranteed by the Bank for authentication, which may be used to express approval in relation to a submitted instruction, including transaction authorisation;
- 12) Card: a credit card with the name of the Account Holder, issued by the Bank to the Card User, which may be used for transactions;
- 13) CVV2 Code: a three-digit code placed on the reverse side of the Card and used to confirm operations made without physical presentation of the Card;
- 14) Announcement: an announcement for Account Holders, made at branches of the Bank and on the Bank's website: www.pkobp.pl;
- 15) Global Limit: a permissible amount determined for an Account Holder up to which the Account Holder may become indebted for transactions made with the use of all Cards issued to the account, including fees, commission and interest encumbering the account;
- 16) Card Limit: an amount determined by the Account Holder, up to which the Card User may become indebted; the total of limits for all Cards issued to the account cannot exceed the Global Limit;
- 17) Minimum Amount to be Paid: an amount specified in the statement of payment transactions, which the Account Holder is required to deposit at the account within a time enabling its posting on the account before the payment deadline;
- 18) Payment Organisation: an international organisation embracing financial institutions establishing the settlement system for transactions made with payment cards;
- 19) Recipient: a recipient of funds which are the object of a transaction;
- 20) PIN: individual authentication data in the form of a confidential identification code assigned to the Card, known exclusively to the Card User;
- 21) Account Holder/ Holder: an individual who is an entrepreneur, a legal entity or a commercial company or a partnership which is not a legal person vested with legal capacity in the act, who/ which concluded an account agreement with the Bank and for whom/ which a current account is maintained;
- 22) Account: an account maintained by the Bank, related to the settlement of transactions made by the Card Users with the use of Cards and fees, commission and interest due to the Bank, as well as repayment of debt;
- 23) Tariff: tariff of bank commission and fees collected by Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna for services offered to corporate customers;
- 24) Repayment Date: a business day set forth in the statement of payment transactions by which at least the minimum amount to be paid on account of debt has to be posted on the bank account;
- 25) Transaction: a payment transaction in a non-cash form (non-cash transaction) or a cash form (cash transaction) or other services with the use of the Card, charged to the Global Limit: scope of services available with the use of the Card is determined in the Announcement;
- 26) Non-cash Transaction: payment for goods or services at points of sale with the use of the Card and payments made without a physical use of the Card;
- 27) Cash Transaction: a service consisting in the withdrawal of cash from the account with the use of a device enabling such withdrawal or in the supplier's premises; collection of cash with the use of the Card;

- 28) Card User: a natural person to whom a Card was issued, authorised by the Account Holder to perform transactions on the Account Holder's behalf and for the Account Holder's benefit or the Account Holder to whom the Card was issued;
- 29) Agreement: agreement for the issuance and use of Business-type credit cards;
- 30) Authentication: verification by the Bank of the Card User's identity or validity of the applied payment instrument, along with the application of individual authentication data;
- 31) Strong Authentication – authentication based on the use of at least two or more elements categorized as: User's knowledge possession and inherence, designed in such a way as to protect the confidentiality of the authentication data,
- 32) Application: application for the issuance of a Business-type credit card;
- 33) Debt: total liabilities of the Account Holder towards the Bank, resulting from the transactions made, fees, commission, and interest due to the Bank.
- 34) Contactless Payment Transaction: a transaction performed with the use of a Card at a POS terminal with a contactless reader, where the payment is made by touching the Card or a mobile device against the terminal reader (optional function); the maximum amount of the contactless transaction which does not have to be confirmed by a PIN or a signature is determined in the Announcement;
- 35) Statement of Payment Transactions: a statement prepared on the Settlement Day, setting forth, in particular, the amount of the current debt of the Account Holder, resulting from posted transactions, repayment of debt and fees, commission and interest due to the Bank, as well as specifying the amount and the deadline for repaying the minimum amount;
- 36) 3D-Secure: individual authentication data constituting security for payment transactions made with the Card without its physical use with merchants offering the use of this type of security.

Chapter 2. Card Issuance

§ 3.

1. The Card is the Bank's property.
2. The Card is issued after the conclusion of an agreement between the Account Holder and the Bank.
3. The Account Holder is required to provide the Bank with a specimen signature of the Card User.
4. The Account Holder may apply for the issuance of Cards for persons specified by the Account Holder (Card User), whereas every designated person may only receive one Card.
5. The Account Holder may, without specifying any reason, withdraw from the Agreement within 14 days from the date of receipt of the first Card, provided no transactions were made with the use of any Cards issued to the account.
6. In the case specified in Section 5, the Bank shall return the fee for the Card issuance, provided such fee was collected.

§ 4.

The Card with the signature field should be signed, immediately after its receipt, it should be signed by the person whose data is placed on the Card.

§ 5.

1. The Card's expiry date is determined by the month and year placed on the Card or made available in the electronic banking service and in the mobile application as part of the electronic banking service. The Card is valid until the last day of the month (inclusive).
2. The Card is renewed with a new validity deadline, unless the Account Holder issued another instruction, at the latest 45 days before the validity deadline of every Card.
3. The PIN to a renewed Card is not changed.
4. The Bank has the right not to renew the Card if the Account Holder fails to meet the terms of granting the loan or deteriorates his creditworthiness or untimely payment of the Account Holder's liabilities towards the Bank.

§ 6.

1. An inactive Card is delivered at the latest 10 Business Days following the Card order day, in a mode specified in the Agreement.
2. If the Bank sends the Cards in a mode specified in Section 1, the PIN to the Cards shall be sent to the Card User's correspondence address specified in the application or specified individually by the Card User via the Bank's infoline or in the mobile application.
3. The Account Holder may also agree on another individual mode of delivery of the Card and PIN with the Bank.
4. Use of the Card is conditioned by its activation in a mode specified in materials delivered together with the Card to the Card User by the Bank.
5. Lack of Card activation does not release the Account Holder from the obligation of settling fees resulting from the Tariff.

Chapter 3. Safety Rules

§ 7.

The Card User shall:

- 1) store the Card and protect the PIN with due care and in accordance with the safety rules;
- 2) store the Card separately from the PIN;
- 3) immediately notify the Bank if the Card has been lost, stolen, appropriated, used in an unauthorised way or destroyed, pursuant to § 8;
- 4) not make the Card or the PIN available to unauthorised persons;
- 5) not make data placed on the Card available to third parties for purposes other than making an operation, filing a complaint or reporting Card cancellation or in other cases foreseen in legal provisions;
- 6) use the Card in accordance with the provisions of the Agreement and the Rules.

§ 8.

1. If the Card has been lost, stolen, appropriated, destroyed or if inappropriate Card use has been ascertained, this fact shall be immediately notified:
 - 1) by telephone at numbers available 24 hours a day, presented on the Card or in information materials pertaining to the Card and posted on the Bank's website;
 - 2) in person at any branch of PKO Bank Polski S.A.;
 - 3) via electronic banking services or telephone banking services, if such functionality is available;
 - 4) in another agreed manner.
2. The Bank, confirming receipt of the notification referred to in Section 1, specifies the date and the time of receiving the notification.
3. If the Card has been stolen, appropriated, used or accessed in an unauthorised mode, the Account Holder or the Card User shall immediately notify the law enforcement agencies about the offence.
4. Ascertainment of an unauthorised, incomplete or improperly completed payment transaction shall be notified forthwith in a mode specified in Section 1.

§ 9.

The Bank may request the Account Holder to confirm the circumstances of events referred to in § 8.1 in writing.

§ 10.

If a Card reported as lost has been found, it cannot be used anymore and shall be destroyed. In place of a lost or destroyed Card, the Bank issues a new Card.

Chapter 4. Card Use and Use of the Global Limit

§ 11.

The Card shall only be used by the person whose data are placed on the Card.

§ 12.

1. The Card shall be used to make transactions or other services with the use of the Card. The scope of services available with the use of the Card is set forth in the Announcement and it is also available on the Bank's website.
2. The Card may also be used for transactions performed with the use of apps and services offered by external entities, upon terms specified by such vendors or in rules of such vendors.
3. A point of sale accepting the Card may collect an additional fee from the Account Holder for a transaction made with the Card (so-called surcharge) on the condition of having informed the Card User about such fee prior to transaction initiation. The fee does not constitute the Bank's revenue and is independent from fees and commission collected by the Bank in line with the Tariff.
4. A point of sale accepting the Card may offer a currency conversion service, while informing about the exchange rate and related fees with the currency conversion service used by this point of sale. The Bank has no information on exchange rates and fees related to the currency conversion service applied by points of sale accepting the Card. If the use of the service results in the conversion of the transaction currency, using a rate for a currency other than the currency of the country in which the transaction is made:
 - 1) being the Polish currency, the provisions of § 23 shall not apply,
 - 2) other than the Polish currency, the provisions of § 23 shall apply.

§ 13.

1. The amount of the Global Limit is determined by the Bank after assessment of the Account Holder's creditworthiness.
2. The Account Holder may use the funds in an amount not exceeding the Global Limit granted to the Account Holder.
3. The Global Limit, decreased by amounts of transactions made, blockades on the transactions made, interest, fees and commission due to the Bank for the use of the Card and increased by any deposits made, as well as returns from points of sale and returns made by the Bank, constitutes the available global/ credit limit.
4. The blockades referred to in Section 3 shall be lifted at the moment when the account is debited with the amount of a settled transaction or after the lapse of 7 days from its establishment, if the Bank does not receive confirmation of transaction settlement. If the Bank does not receive confirmation of transaction settlement within 7 days, the Bank may debit the account with the amount of the transaction along with interest and commission due at a later date, after receiving confirmation of transaction settlement.
5. In the case of transactions (including contactless transactions) made without a real time connection of the device accepting a transaction with the Bank's IT system, the limits agreed for a given Card and the blockades are not taken into account; hence, they may result in an overdraft. Such transactions are debited from the Card account immediately after the Bank receives a settlement confirmation.
6. A Global Limit overdraft, excluding the case specified in Section 5, may be caused by:
 - 1) making transactions that exceed the awarded Global Limit, or;
 - 2) collection of commission, fees or interest exceeding the awarded Global Limit, or;
 - 3) making a transaction in a foreign currency, in case foreign exchange rates applied during the establishment of a blockade differ from the rates applied during the settlement referred to in § 23.
7. The Card User may use the funds in an amount not exceeding the limits agreed for a given Card.
8. The Account Holder presents the Bank with a proposal of:
 - 1) the Global Limit;
 - 2) the Card limit for every Card;
 - 3) daily limit for cash withdrawal for every Card;
 - 4) daily limit for payment transactions for every Card;
 - 5) daily limit for Internet transactions for every Card.
9. The requested limits, referred to in Section 8 points 2 - 5 are submitted by the Account Holder to the Bank together with the Card User's data.
10. The Bank determines the amounts of limits. The Bank informs the Account Holder about the amount of granted limits.
11. The maximum amount of limit referred to in Section 8 point 2 - 5 is provided in the Announcement on the Bank's website (www.pkobp.pl).
12. At the request of the Account Holder, the Bank may change the amounts of limits determined for a Card within ranges specified in the Announcement.

§ 14.

1. For the purpose of correct transaction performance, use of the Card or its data by an authenticated or strongly authenticated Card User is necessary in a mode specified in the Rules or approval for transaction performance (transaction authorisation).
2. The Card User agrees for transaction processing (authenticates a transaction) in at least one of the modes specified below, i.e. via:
 - 1) entering the PIN and using the button confirming transaction processing: in ATMs and in electronic terminals;
 - 2) signing the receipt of the transaction in the terminal;
 - 3) providing the required data, e.g.: Card number, validity date of the Card, CVV2 code or 3D-Secure code;
 - 4) touching the Card or a mobile device with a contactless carrier against the electronic terminal with a contactless reader;
 - 5) physical use of the Card in a self-service terminal without the necessity of confirming the transaction with a PIN or signature;
 - 6) confirming the transaction in the mobile application in the electronic banking service.
3. Non-cash transactions are initiated by the Recipient or on the Recipient's behalf after the Card User approved the processing of a transaction or after submission of the payment instruction to the Recipient.
4. Cash withdrawal is initiated by the Card User.
5. Revoking a payment instruction initiated by the Card User is possible only until its receipt by the Bank.
6. If a transaction is initiated by the Recipient or on the Recipient's behalf, the Card User cannot revoke the payment instruction after having granted approval to the Recipient to process the transaction.
7. The Card User may, at any moment, revoke approval for processing the transaction; however, no later than by the moment when the payment instruction, in line with Section 5 and 6, became irreversible. The moment of receipt of the payment instruction is the moment when the Bank receives the payment instruction.
8. The payment instruction received by the Bank on a day which is not a Business Day is deemed received on the first Business Day following such a day. The Bank does not debit the account before receipt of a payment instruction.

§ 15.

1. The Bank may increase the amount of the Global Limit upon the Account Holder's approval. The Bank reserves the right to refuse to increase the Global Limit at the request of the Account Holder.

2. The Bank may request the Account Holder to deliver current documents, specified by the Bank, to evaluate the creditworthiness and reliability or to determine the Global Limit.
3. The Bank shall inform the Account Holder about the decision pertaining to the refusal to change the amount of the Global Limit.

§ 16.

1. The Bank has the right to unilaterally reduce the amount of the global limit, Card limits, block already issued Cards, suspend the issuance of new ones or terminate the Agreement in the event of the Account Holder failing to meet the terms of granting the loan, or the Account Holder loses his ability, including creditworthiness, immediately informing about this fact Account holder.
2. The Bank, after prior arrangements with the Account Holder, shall have a right to increase the Global Limit or the Card limits based on the prior cooperation of the Account Holder with the Bank, on the condition that the Account Holder possesses adequate creditworthiness.

§ 17.

1. The Card User shall be required, when performing a non-cash transaction, with the exception of payment for goods and services without physical presentation of the Card, to present a document confirming identity at the request of the person processing the transaction.
2. Every non-cash transaction, excluding transactions in self-service terminals, made with a physical use of the Card, is confirmed by a transaction processing receipt issued by a point of sale accepting card payment.
3. The transaction receipt shall be signed by the Card User, unless the transaction was authenticated in another mode set forth in § 14.2.
4. For the purpose of controlling correctness of the processed transactions, the Bank recommends the Account Holder to store documents confirming its processing, refusal to process, cancellation and processing of a credit transaction (return of goods) until information provided in the statement of payment transactions has been verified.

§ 18.

1. If the Bank receives an attachment by writ of execution pertaining the client's bank account, the Bank may prevent the use of the Card in relation to the Bank's obligation related to enforcement claims with respect to the client.
2. The Bank prevents the use of the Card by its cancellation also at the request of the Account Holder.
3. After cancelling the Card, the Bank may issue a new Card.

§ 19.

1. During the term of the Agreement, the Bank reserves the right to monitor the current:
 - 1) the Account Holder's creditworthiness, understood as the ability to timely repay the debt arising from the loan granted by issuing a Card,
 - 2) the creditworthiness of the Account Holder, understood as the probability that he will meet his obligations under the Agreement, regardless of economic and financial conditions, in particular when there has been a delay in repayment of the liability or a change in the value and source of its repayment.
2. The Account Holder is obliged to provide, at the Bank's request, explanations and provide documents enabling the assessment of the Account Holder's economic and financial standing, in the form, content and dates required by the Bank specified in the Agreement.

Chapter 5. Liability of Parties

§ 20.

1. With the reservation of Section 2 - 5, in case of a non-authenticated transaction, the Bank shall immediately; however, no later than by the end of the Business Day following the detection of a non-authenticated transaction with which the account of the Account Holder was debited or after receipt of a relevant notification, with the exception of the case when the Bank has justified and duly documented bases to suspect fraud and informs the crime enforcement authorities about it in writing, return to the Account Holder the amount of a non-authenticated transaction or restore the debited account to the status which would have existed if the non-authenticated transaction had not taken place, unless the Account Holder violated the deadline for the notification referred to in § 28.4. The value date in reference to account crediting shall not be later than the date of debiting this amount.
2. The Account Holder, in observance of Section 3, shall be liable for unauthorised transactions up to the amount constituting an equivalent of EUR 150 in PLN (in case of contactless transactions not authenticated with PIN up to the amount constituting an equivalent of EUR 50 in PLN) converted at the average rate announced by the National Bank of Poland, binding on the date of making the transaction, if the non-authenticated transaction is an effect of:
 - 1) use of a Card that was lost by the Account Holder or the Card User or stolen from the Account Holder or the Card User;
 - 2) appropriation of the Card.
3. The Account Holder shall be liable in the full amount for unauthorised transactions if the Account Holder or the Card User caused them intentionally or as a result of intentional violation or violation resulting from the gross negligence of at least one of the obligations referred to in § 7.
4. As of the moment of reporting loss, theft, appropriation, unauthorised use of the Card or unauthorised access to the Card, the Bank takes over liability for the unauthorised transactions, unless the Account Holder or the Card User intentionally caused the unauthorised transactions.
5. If the Bank does not ensure the possibility of filing the notification in a mode specified in § 8.1, the Account Holder shall not be held accountable for financial liabilities resulting from unauthorised transactions, unless the Account Holder or the Card User caused the unauthorised transactions intentionally.
6. In case a payment instruction has been filed directly by the Card User, the Bank bears liability for improper performance or failure to perform the transaction, with the reservation of Section 7, 8 and § 28.4.
7. The Bank's liability for failure to perform or improper performance of a transaction is excluded in case of force majeure or if failure to perform or improper performance of a payment instruction results from legal provisions.
8. The Bank shall not be liable if the Card User or Account Holder provides an incorrect unique identifier. In such a case, the Bank, at the request of the Card User, undertakes activities in this respect to recover the amount of the transaction in a mode specified in the act.
9. If the Bank is liable pursuant to Section 6, the Bank shall immediately restore the account to the status which would have existed if failure to perform or improper performance of the transaction did not take place. The value date in reference to account crediting shall not be later than the date of debiting this amount.
10. If the payment instruction has been initiated by a Recipient or via the Recipient, if the supplier of the Recipient does not bear liability for improper performance or failure to perform the transaction in line with the act, the Bank shall be liable with the reservation of § 28.4. Provisions of Section 7 and 9 shall be applied to the Bank's liability. The Bank shall not be liable if the Bank proves that the Recipient's supplier received the amount of a given transaction, even if the transaction was delayed.
11. The Bank's liability, referred to in Section 6 and Section 10, also encompasses fees and commission with which the Account Holder was charged as a result of failure to perform or improper performance of the transaction.
12. The Account Holder shall be authorised, within 8 weeks from the date of debiting the account, to seek the return of the amount of an authorised non-cash transaction from the Bank, which had already been processed, if two following conditions have been jointly met:
 - 1) at the moment of the authorisation, no exact amount of the transaction was specified, and
 - 2) the amount of the transaction exceeds the amount which the Account Holder or the Card User could have expected, taking into account the type and the value of earlier transactions, terms contained in the Agreement and circumstances significant for the case.
13. At the Bank's request, the Account Holder shall present factual circumstances confirming the fulfilment of conditions referred to in Section 12. The Card Holder shall not refer to causes related to currency exchange, if the currency exchange rate in line with § 23 was applied.

14. Within 10 Business Days from the date of receipt of an application referred to in Section 12, the Bank shall return to the account the full amount of the transaction or shall present refusal to make the return, indicating the authorities to which the Account Holder may appeal in this case if the Account Holder does not agree with the presented justification.
15. The Account Holder shall not have a right to the return referred to in Section 12 of the amount of an authorised transaction initiated by the Recipient when:
 - 1) the Card User granted approval for the transaction directly to the Bank, or;
 - 2) information about the future transaction was delivered to the Account Holder or the Card User by the Bank or the Recipient in an agreed mode at least 4 weeks before the date of processing of the payment instruction or was made available by the Bank or the Recipient in an agreed mode, for a period of at least 4 weeks before the date of processing of the payment instruction.
16. In case the Bank proves the circumstances referred to in Section 3 or the fact of authorising a transaction to the Account Holder or the Card User, the Bank shall have a right to debit the account with an amount by which it credited the account as a result of the notification referred to in Section 1 and shall inform the Account Holder about it. Such debiting shall not result in exceeding the awarded Global Limit.

§ 21.

1. The Bank shall not be liable for damages resulting from circumstances treated in the Polish law and the Community law as force majeure.
2. The Bank shall not be liable for:
 - 1) refusal to process a transaction in trade and service points, postal facilities, ATMs of other banks or branches of other banks or self-service devices;
 - 2) application by a point of sale accepting the Card of a settlement currency other than listed on the transaction receipt;
 - 3) no settlement of a transaction processed in a given Settlement Cycle in case of failure to present such transaction for settlement by a point of sale accepting the Card.

Chapter 6. Transaction Settlement Rules

§ 22.

Transactions made with the use of the Card are posted on the account.

§ 23.

1. Transactions made with the use of the Card in foreign currencies shall be converted by the Visa payment organisation to the Polish currency as of the date of transaction processing, applied by the payment organisation, available at the website: www.pkobp.pl. The date of transaction processing by the Visa payment organisation is presented in the statement of payment transactions.
2. A transaction processed in a given Settlement Cycle and not presented in the same Cycle for settlement by a point of sale accepting the Card shall be settled immediately after its presentation for settlement by a point of sale accepting the Card. In case the amount of such transaction is expressed in a foreign currency, its conversion shall be made according to the principles and rates specified in Section 1.
3. From the date specified by the Bank in the relevant Announcement, the translations of the transactions referred to in Sections 1-2 are made at the exchange rates applied by the relevant payment organization on the transaction dates.

§ 24.

A statement of payment transactions is made available to the Account Holder after the completed Settlement Cycle, in a mode agreed with the Account Holder.

§ 25.

1. The Account Holder shall make a deposit to the account in an amount not smaller than the minimum amount to be paid, set forth in the statement of payment transactions.
2. Debt resulting from the use of Cards shall be repaid at the account with a number specified in the statement of payment transactions in an amount and on dates set forth in the statement of payment transactions. The repayment is deemed done as of the moment of posting it on the account.
3. The Account Holder may use the automatic debt repayment service in which it authorises the Bank to deduct the required amount from the specified bank account of the Account Holder maintained in the Bank.

§ 26.

Deposit to the account exceeding debt on such account results in an overpayment. The amount which constitutes an overpayment of debt is not subject to interest and increases the available funds.

§ 27.

1. Failure to receive the statement of payment transactions does not exempt the Account Holder from the obligation of timely repayment of liabilities related to the use and servicing of all Cards issued as part of the Agreement.
2. If the Account Holder does not receive a statement of payment transactions within 7 business days from the end of a Settlement Cycle, the Account Holder shall immediately call the number provided in information materials sent together with the Card and available at www.pkobp.pl to obtain information about the date of repayment and the minimum amount to be paid or check such information via iPKO biznes (provided the Account Holder has access to the website as part of the service).

Chapter 7. Procedure for Making and Processing Complaints

§ 28.

1. The Account Holder may file a complaint to the Bank, observing the provisions of Section 3, in the following forms:
 - 1) in writing: personally or in the Bank's branches or agencies or via postal shipment;
 - 2) orally: via telephone or personally in the form of a report during a visit to the Bank's branch or agency;
 - 3) electronically: to the provided e-mail address.
2. The current telephone numbers and addresses which the Account Holder may use to file a complaint are available on the www.pkobp.pl website and on information boards in the branches and agencies of the Bank.
3. The complaint shall contain identification data of the Account Holder or the Card User (in case of a natural person: first name, surname, PESEL number and in case of a legal person or an organisational unit without legal personality: name and State Statistical No. (REGON) or VAT Reg. No. (NIP)), current address data and - if possible - account number or number of the Card to which the complaint refers, as well as the content of the reservation pertaining to the Card or services related to it.
4. Failure to make a complaint concerning non-authorised, non-performed or improperly performed operations within 60 days from the date when the account to the Card was debited or from the day when the transaction was meant to be processed results in expiry of the Account Holder's claim in relation to the Bank with respect to the above.
5. A complaint filed immediately after the Account Holder or the Card User ascertains reservations, facilitates and accelerates reliable processing of the complaint by the Bank.
6. At the request of the Account Holder or the Card User, the Bank shall confirm, in written form or in another agreed mode, the fact of submission of a complaint by the Account Holder or the Card User.

7. The Bank, with the reservation of Section 8, shall process the complaints immediately; however, no later than within 30 days from receipt of a complaint. In particularly complex cases that prevent the processing of a complaint and provision of a response within a deadline specified in the preceding sentence, the Bank shall inform the Account Holder or the Card User - if the Card User filed the complaint - about the expected date of providing the response, which shall not exceed 60 days from the date of receipt of the complaint in case of natural persons running a business on the basis of an entry in the CEIDG; with respect to other Account Holders, such deadline shall not exceed 90 days from the date of receipt of the complaint. Sending a response before the lapse of the deadlines set forth in the preceding sentences shall be sufficient for the Bank's observance of the deadlines.
8. Response to the complaint in a scope pertaining to rights and obligations resulting from the act on payment services shall be provided by the Bank within a deadline not exceeding 15 Business Days from the date of its receipt. In particularly complex cases that prevent the processing of a complaint and provision of a response within a deadline specified above, the Account Holder or the Card User - if the Card User filed the complaint - shall be informed about the expected deadline for provision of a response, which shall not exceed 35 business days from the date of receipt of the complaint. Sending a response before the lapse of the deadlines set forth in the preceding sentences shall be sufficient for the Bank's observance of the deadlines, and in case of responses provided in writing - sending the response in the premises of an operator designated within the meaning of Art. 3.13 of the Postal Law of 23 November 2012.

§ 29.

1. The Account Holder shall enclose any and all documents in support of the complaint to the complaint that was filed:
 - 1) a declaration containing information referred to in § 28.3 and the date of making the transaction, the original amount of the transaction, the name of the point of sale or ATM where the transaction was made, indication of the reason for filing the complaint and confirmation whether the Card User held the Card at the moment when the transaction was made;
 - 2) the information referred to in Section 1 shall be provided for every transaction with respect to which a complaint was filed;
 - 3) other documents indicated by the Bank without which it is impossible to process the complaint.
2. If processing of a complaint does not require submission, by the Account Holder or the Card User, of documents listed in Section 1, the Bank may exempt the Account Holder or the Card User from the obligation of delivering them.
3. The Bank may request the Account Holder or the Card User to file additional written information or deliver additional documents referred to in Section 1, if receipt of such information is indispensable for the complaint processing.
4. The processing of a complaint consists in verifying the grounds for such complaint and - if the same is deemed justified - in taking appropriate measures by the Bank to eliminate any inaccuracies found and underlying reasons. Following the processing of the complaint, the Account Holder or the Card User - if the Card User filed a complaint - shall receive a response, in a paper form or, at the request of the Account Holder or the Card User, on another data storage medium, in particular via e-mail.
5. If the Bank has reduced the amount of current debt by the amount of the transaction with respect to which a complaint was filed for the duration of complaint processing, it does not change the limit of available funds with the reservation of § 20.1.
6. In case of negative processing of the complaint, the Bank - observing § 20.16 - increases the amount of current debt by the amount of the transaction with respect to which a complaint was filed, corrected by the amount of interest due to the Bank, irrespective of the amount of available Global Limit.
7. In a situation when the complaint is deemed justified and no reduction of debt took place earlier, the Bank, having completed the complaint procedure, credits the account with an amount of the transaction with respect to which a complaint was filed, increased by the commission and interest charged by the Bank. The crediting shall take place on the date on which the amount concerned was initially charged to the account.
8. Filing a complaint does not release the Account Holder from the obligation of settling the amount of debt shown in the statement of payment transactions.
9. If the amount with respect to which a complaint was filed has been returned to the client's account by the point of sale where a purchase was made in relation to the return of the goods or services, the Bank shall have a right to debit the account with the amount of the prior credit resulting from acknowledgement of the complaint.
10. In case of complaints pertaining to transactions made with a Card that was reported lost, the Account Holder or the Card User shall deliver to the Bank a signed declaration containing the following information: Card number, first name and surname of the Account Holder or the Card User, PESEL number, date and time of card blocking, current contact data, circumstances of the Card loss, mode of theft and, in case of a Card loss, the time when the absence of the Card was noticed, place, date, time, information about the last transaction made by the Card User and the mode of keeping the Card and the PIN.

§ 30.

1. The Account Holder who is a natural person has a right to an out-of-court settlement of potential disputes with the Bank. Such an authority is the Financial Ombudsman, to whom applications may be filed in a mode foreseen on the www.rf.gov.pl website after having exhausted the complaint procedure.
2. Irrespective of the complaint procedure described above, the Account Holder may at any time file a petition to a competent common court.
3. All complaints are processed by the Bank with due diligence, thoroughly and within the shortest time possible.

Chapter 8. Fees, Commission and Interest

§ 31.

The Bank collects due interest, fees and commission by debiting the account according to the rates specified in the Agreement and in the Tariff.

§ 32.

1. On the last day of the Settlement Cycle, the Bank settles the interest charged on the unpaid amount of debt for cash and non-cash transactions from the date of transaction posting on the account until the day preceding the day when repayment of the entire debt was posted (inclusive).
2. Debt resulting from the use of Cards shall be repaid to the account with a number specified in the statement of payment transactions. Repayment takes place in the form of:
 - 1) transfer instruction from the bank account maintained in the Bank branch or in branches of other banks;
 - 2) cash deposit;
 - 3) authorisation to repay the debt by the Bank.
3. Repayment of the entire debt by the Account Holder within a payment deadline specified in the statement of payment transactions shall not result in charging the account with interest on debt on account of non-cash transactions made in a Settlement Cycle presented in the statement of payment transactions.
4. The Account Holder shall have a right to early repayment of the entire debt before the date set forth in the statement of payment transactions. In such case, the Bank shall not collect interest on cash transactions encompassed by early repayment from the date on which the repayment was made.

§ 33.

The deposited amount shall be applied towards repayment of individual parts of debt in the following sequence:

- 1) costs of the Bank's court and enforcement proceedings aimed at recovering the amount due;
- 2) commission and fees;
- 3) interest on past-due debt;

- 4) interest due;
- 5) overdue debt resulting from credit;
- 6) current interest;
- 7) debt resulting from transactions made in a chronological order according to the date of their posting on the account.

Chapter 9. Changes in Rules and Tariff

§ 34.

1. The Bank may amend the Rules and the Tariff, subject to the provisions of sec. 2-7.
2. The Bank is entitled to amend the Rules in the event of:
 - 1) introducing new, repealing or changing generally applicable laws in the field of credit cards and services provided to the Account Holder,
 - 2) extending, changing or limiting the functionality of services, changing the rules of using the services by the Account Holder, introducing new services, resignation from performing certain activities being the subject of the services provided by the Bank under the Agreement concluded with the Account Holder,
 - 3) issuing court judgments or decisions, recommendations or orders of supervisory bodies, including the Polish Financial Supervision Authority or other public administration bodies, affecting the provisions of the Agreement.
3. The premise for the Bank to change the titles and rates of fees and commissions specified in the Tariff, the conditions of their collection, as well as the introduction by the Bank of new fees or commissions is the occurrence of at least one of the following circumstances:
 - 1) changes in monthly or quarterly or semi-annual or annual price indices of consumer goods and services, published by the Central Statistical Office, by at least 0.10 percentage point; in the event of a change in more than one indicator, the basis for the change is the indicator with the highest change value,
 - 2) changes in energy prices, telecommunications connections, postal services, costs of transaction settlements, interbank settlements and other costs incurred by the Bank for external institutions to which the fees or commissions relate, by at least 1%,
 - 3) changes in the average monthly salary in the enterprise sector without payment of bonuses from profit, published by the Central Statistical Office for a given month, quarter or year, by at least 1%; if more than one indicator changes, the basis for the change is the indicator with the highest change value,
 - 4) introducing new products and services of an optional nature, new functionality as part of the existing service, adding a new scope of the service, with the proviso that the change consists in establishing new fees or commissions for the services provided,
 - 5) introduction, amendment or revocation of generally applicable provisions of law, resolutions, decisions, recommendations and other acts issued by the Polish Financial Supervision Authority, the National Bank of Poland, the Bank Guarantee Fund or other competent authorities or public administration bodies, if as a result and in order to comply with them, it became necessary to change the provisions of the Tariff,
 - 6) the necessity to adjust the provisions of the Tariff to the provisions of other templates of the Bank's agreements with regard to the amount of fees and commissions, which do not affect the amount of fees and commissions charged and the terms of their collection,
 - 7) introduction, amendment or repeal of legal provisions affecting the rules and manner of providing services by the Bank under the Agreement or affecting the rules of using these services by the Account Holder, causing a change in the costs of providing these services incurred by the Bank.
4. The changes referred to in Section 3, may take place not later than within 6 months from the occurrence of the circumstances constituting the premise for the changes.
5. The decision on the changes referred to in Section 1, is undertaken in accordance with the principles of good banking practice and morality.
6. Proposed changes to the Rules and the Tariff made during the term of the Agreement are provided to the Account Holder along with the date of their entry into force no later than 1 month before the proposed date of entry into force of the changes and information about the legal basis of this change and its factual circumstances, in the manner specified in Section 7 and information about the possibility of terminating the Agreement by the Account Holder with notice.
7. The Parties agree on the following modes of delivering the information about changes referred to in Section 2, 3, 4 and 6 to the Account Holder:
 - 1) in the statement of the current account or in the statement of payment transactions delivered in a mode foreseen for statement delivery, or;
 - 2) via means of remote communication, or;
 - a) via electronic banking services, or;
 - b) by displaying a link to documents in an electronic form on the website.
8. In connection with the changes referred to in Section 6, the Account Holder has the right, before the date of the proposed amendments to enter into force, to terminate the Agreement without increasing the fees on the terms specified in the Rules of Bank Accounts for Corporate Market Customers of PKO Bank Polski S.A. In any case of termination, the use of the Card will be maintained until the end of the contractual period, unless the parties to the Agreement agree otherwise.
9. In the event that the Account Holder does not terminate the Agreement, the changes are deemed to have been accepted. Amendments to the Rules and the Tariff are effective from the date provided in the information provided to the Account Holder.

Chapter 10. Termination of Agreement

§ 35.

Termination of the Agreement takes place in the following cases:

- 1) termination of the Agreement by the Account Holder;
- 2) termination of the Agreement by the Bank;
- 3) not extending the Agreement for another period;
- 4) withdrawal from the Agreement by the Account Holder;
- 5) when it is foreseen by legal provisions, upon terms specified in such provisions, and in other cases upon terms specified in the Agreement or in the understanding on Agreement termination.

§ 36.

1. The Account Holder may resign from the Card at any moment during the term of the Agreement.
2. The Account Holder's resignation from all Cards is tantamount to termination of the Agreement.

§ 37.

The Account Holder may terminate the Agreement at any time. The notice period amounts to one month and is calculated from the day following the day of delivery of a written notice of termination to the Bank, unless the Account Holder specifies a shorter deadline; however, not shorter than 7 days.

§ 38.

1. The Bank has the right to terminate the Agreement with a one-month notice period or not to extend the Agreement for another 12-month period in the event of one of the following situations:

- 1) failure of the Account Holder or Card User to comply with the provisions of the Agreement or the Rules,
 - 2) having a reasonable suspicion that the Card has been used for criminal purposes,
 - 3) submitting false documents, statements or data constituting the basis for issuing a Card or granting a global limit,
 - 4) closing the account or terminating the current or auxiliary account agreement by the Account Holder or the Bank,
 - 5) the Account Holder's loss of creditworthiness or creditworthiness, which is the basis for the Bank to determine that there is a threat to the timely service of obligations under the Agreement.
2. In the event of submitting false documents, statements or data constituting the basis for issuing a Card or granting a global limit, the Bank has the right to immediately block the issued Cards.
 3. If there is a risk of bankruptcy of the Account Holder, the Bank has the right to cancel the Card and terminate the Agreement with a 7-day notice period.
 4. The term of termination of the Agreement by the Bank is counted from the day following the delivery of the termination notice to the Account Holder.
 5. Termination of the Agreement due to the Account Holder's loss of creditworthiness or threat of bankruptcy shall not take place if the Bank agreed for implementation of a repair programme by the borrower.

§ 39.

1. The Bank shall have a right to block or cancel the Card in the following cases:
 - 1) occurrence of justified causes related to Card safety;
 - 2) suspicion of unauthorised Card use or intentional inducement of an unauthorised payment transaction, or;
 - 3) ascertainment, by the Bank, of increased risk of loss of the Account Holder's creditworthiness;
 - 4) breach of the provisions of the Agreement or the Rules by the Account Holder or the Card User.
2. The bank has the right to refuse the transaction for security reasons.
3. After cessation of the causes for the blockade, the Bank shall unblock the Card or issue a new one.
4. The Bank informs the Account Holder or the Card User via telephone about the fact of blocking the Card prior to blocking, and if such information is impossible, immediately after blocking the Card. The information is provided unless the provision of information about blocking the Card was unjustified due to safety reasons or forbidden pursuant to separate provisions.
5. Failure to make a deposit of the minimum amount to be paid in two subsequent Settlement Cycles may result in cancellation of Cards issued to the account and termination of the Agreement by the Bank.
6. If the Account Holder fails to repay the minimum amount to be paid within a deadline specified in the statement of payment transactions or fails to repay the entire debt after termination of the Agreement, the Bank shall have a right to deduct the amount of due debt from the funds collected on the current account or may seek the receivables via enforcement.
7. The Bank notifies the Account Holder about the deduction made.
8. In case of suspicion of a fraud or in case of an actual fraud or threats to safety, the Bank may contact the Account Holder or the Card User via safe communication channels:
 - 1) website;
 - 2) mobile application;
 - 3) telephone - in case of doubts as to the identity of a person contacting on behalf of the Bank, the Account Holder or the Card User should hang up and call the Bank once again.
9. In case the Account Holder or the Card User ascertains a safety threat, they can contact the Bank:
 - 1) personally in the Bank's branches and agencies;
 - 2) via the website;
 - 3) via telephone.
10. Information pertaining to the Bank's contact data is available on its website: www.pkobp.pl.

§ 40.

1. If the minimum amount to be paid has not been repaid, the Bank may undertake measures against the Account Holder, aimed at recovery of the amount due, i.e.:
 - 1) make phone calls;
 - 2) deliver information about the status of debt and summons to pay;
 - 3) by post;
 - 4) via electronic banking services;
 - 5) pay visits.
2. The actions referred to in Section 1 shall be made in time intervals enabling a deposit of funds for repayment of the minimum amount to be paid.
3. Repayment of the minimum amount to be paid shall cancel the actions referred to in Section 1.
4. If, after the performance of all or some of the actions referred to in Section 1, the overdue debt has been fully repaid, and subsequently a new overdue debt emerges, the Bank may repeat the actions referred to in Section 1 once again.

§ 41.

1. In case of termination of the Agreement by any of the Parties or no extension of the Agreement by the Bank, on the day of termination of the Agreement the Bank cancels the Cards issued to the account and may request the Account Holder to return all Cards to the Bank.
2. If the Cards have not been returned, the Account Holder shall be liable for financial liabilities resulting from performance of transactions with the use of unreturned Cards.
3. Termination of the Agreement does not release the Account Holder from the obligation of settling all financial liabilities resulting from the use of the Cards.
4. In case the entire debt has not been repaid on the date of termination of the Agreement or by the last day of the term of the Agreement, the Bank shall have a right to seek its receivables.
5. As of the day following the day of Agreement termination or after the lapse of the last day of the term of the Agreement, if the Agreement has not been extended, the Bank shall collect - from the entire debt (excluding the amount of interest charged) - interest on overdue liabilities.
6. In case the Bank undertakes measures aimed at recovery of receivables, the Account Holder shall be encumbered with the costs of court and enforcement proceedings.

Chapter 11 Final Provisions

§ 42.

1. The Account Holder shall, by the date of performance of all obligations resulting from the Agreement:
 - 1) offer, at the Bank's request, explanations and make documents available allowing for evaluation of economic and financial standing of the Account Holder, including financial statements, as well as tax declarations and information pertaining to the property and economic situation enabling evaluation of its capacity for timely repayment of debt, within deadlines specified by the Bank;
 - 2) allow the Bank to carry out inspections related to the examination of use and possibility of repayment of debt;
 - 3) deliver, at the Bank's request, information about accounts maintained in other banks, as well as information about the status of liabilities on account of agreements concluded with them;
 - 4) notify the Bank about the intention to incur credit-type liabilities from any financial institution;

- 5) notify the Bank about any granted guarantees;
 - 6) notify the Bank about any changes related to its name and registered office, legal status and conducted business, gainful or agricultural activity, as well as a change of data of the Card User;
 - 7) repay the minimum amount within a deadline indicated in the statement of payment transactions and repay the entire debt before the Agreement termination date;
 - 8) provide, in information, declarations and documents related to the granting of credit, data compliant with the actual or legal status;
 - 9) ensure that all obligations resulting from the Agreement are treated at least on a par - in particular with respect to the priority of satisfaction of claims or established guarantees - in relation to the current and future secured and unsecured liabilities of the Account Holder, with the reservation of compulsory provisions;
 - 10) not undertake negotiations with creditors with the aim of concluding any restructuring agreement, in particular the preparation of an application for approval of an arrangement or partial arrangement without the Bank's approval;
 - 11) conduct activity in line with applicable, relevant legal provisions;
 - 12) maintain licence, concessions and permits required for the conduct of business activity by the Account Holder;
 - 13) not make changes in the object of business activity without the Bank's approval;
 - 14) immediately inform the Bank; however, no later than within 3 business days, from undertaking a given activity by the Account Holder or receipt of information by the Account Holder about the occurrence of a specific event, about:
 - a) commencement of activities leading to the initiation of arrangement approval proceedings in the mode of the Restructuring Act of 15 May 2015 (uniform text: Polish Journal of Laws [Dz.U.] of 2015, No. item 978 as amended) ("Restructuring Act"), including conclusion of an agreement with a restructuring adviser and presentation of a restructuring plan immediately after its preparation; however, no later than 14 (in words: fourteen) Business Days before the presentation of creditors with voting cards;
 - b) commencement by the Account Holder of activities other than those specified in letter a) aimed at the initiation of an arrangement approval proceedings, accelerated arrangement proceedings, arrangement proceedings or recovery proceedings on the basis of the Restructuring Act;
 - c) commencement by the Account Holder of talks with the creditors to prepare an application for an arrangement or a partial arrangement;
 - d) commencement by the Account Holder of talks with a potential buyer of the enterprise or a property item constituting a significant portion of the enterprise in the mode of Art. 56a of the Bankruptcy Law;
 - e) commencement by the Account Holder of activities aimed at dissolution of the Account Holder's company or initiation of liquidation of the Account Holder's enterprise;
 - f) filing, by an entity other than the Account Holder, of an application for the announcement of the bankruptcy of the Account Holder;
 - 15) immediately inform the Bank; however, no later than within 14 Business Days from receipt of information by the Account Holder about the occurrence of a specific event, about:
 - a) initiation of court, arbitration or administrative proceedings;
 - b) application for the initiation of bankruptcy, enforcement or other proceedings
 - c) which may have a significant adverse impact on the Account Holder's capacity to observe the credit terms, in particular repayment of liabilities resulting from the Agreement together with interest, on dates specified in the Agreement, unless such proceedings are settled to the benefit of the Account Holder before the lapse of the above-mentioned fourteen day deadline.
2. The Bank sends the correspondence to the last provided Account Holder's address, including e-mail address.

§ 43.

1. Issues not regulated in these Rules shall be governed by the provisions contained in the current account agreement or auxiliary account agreement and its rules.
2. The provisions of the Act on Payment Services within a scope indicated in Art. 33 and within the range of Section II shall not be applied, with the exception of Art. 32A of this Section.
3. The language applicable in the relations between the Bank and the Account Holder is the Polish language.
4. If communication in English is allowed and if the content of the Agreement and documents related to it were made available in English, the language for dispute resolution shall be Polish, whereas documents in English shall only be for information purposes.
5. The public administration authority supervising the Bank's operation is the Polish Financial Supervision Authority.