

DETAILED TERMS AND CONDITIONS OF PROVISION OF ELECTRONIC BANKING SERVICE AND TELEPHONE BANKING SERVICE, AND OF SUBMISSION OF DECLARATIONS AT PKO BANK POLSKI S.A.



Bank Polski

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Chapter 1. General Provisions

§ 1.

1. The Detailed Terms and Conditions of Provision of Electronic banking service and telephone banking service, and of submission of declarations at PKO Bank Polski S.A., hereinafter the 'Detailed Terms and Conditions', define:
 - 1) the principles of the Bank's servicing of the Customers via electronic banking service and telephone banking service;
 - 2) the principles of submitting declarations at the Bank by the Customers;
 - 3) the principles of conducting and settling BLIK transactions.
2. To the extent not regulated in the Detailed Terms and Conditions, the provisions of the relevant Agreement shall apply.
3. The Detailed Terms and Conditions replace the provisions previously included in the "Rules for BLIK contactless payments".

§ 2.

1. The terms used in the Detailed Terms and Conditions shall be understood as:
 - 1) **mobile application** – an electronic banking service element in the form of the Bank's application installed by the Customer through its activation on a mobile device, enabling the handling of the Bank's products and services by the Customer;
 - 2) **authorisation** – a consent to the execution of an instruction, via the Electronic banking service or the Telephone banking service, preceded by authentication or strong authentication of the Customer or User;
 - 3) **BLIK cheque** – a service within the mobile application consisting in enabling the execution of a payment transaction the use of which requires the use of a code for a BLIK check and a previously established password for BLIK checks;
 - 4) **instruction** – a declaration of intent or knowledge, including a payment instruction submitted by a Client or User;
 - 5) **payment instruction (payment order)** – an instruction on the basis of which the Bank executes a payment transaction;
 - 6) **business day** – any day from Monday to Friday other than a statutory holiday;
 - 7) **password for BLIK cheques** – an individual authentication data in the form of a confidential numerical character string, generated at the Customer's request on the website;
 - 8) **individual authentication data** – individual data provided by the Bank for the purpose of authentication that may be used also to grant consent in connection with the instruction being submitted, also for the purpose of authorisation;
 - 9) **Customer** – any consumer who has concluded or intends to conclude the Agreement with the Bank;
 - 10) **BLIK cheque code** – an individual authentication data in the form of a string of characters, generated via the mobile application;
 - 11) **BLIK code** – an individual authentication data in the form of a numerical string of characters, generated by the mobile application;
 - 12) **Announcement** – any information made available to the Customer by the Bank:
 - a) at the Bank's office; or
 - b) on the Bank's website; or
 - c) on the Bank's online service; or
 - d) by letter; or
 - e) via electronic mail.
 - 13) **mPIN** – individual authentication data in the form of a confidential numerical string of characters used within the scope of the mobile application;
 - 14) **PKO BANK Polski SA (the Bank)** – Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna with its registered office in Warsaw, Puławska 15, 02-515 Warszawa, registered in the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under no. KRS 0000026438, [tax identification number] NIP 525-000-77-38, [statistical business number] REGON 016298263, with a share capital (fully paid-up) of PLN 1,250,000,000.00;
 - 15) **BLIK contactless payment** – a BLIK transaction made in a terminal with a contactless reader, by bringing the mobile device closer to the terminal's contactless reader;
 - 16) **Electronic banking service** – an element of the electronic banking service made available on the website, enabling the Customer to service the products and services made available by the Bank after authentication;
 - 17) **telephone banking service** – the Bank's helpline for telephone contact between the Bank and the Customer;
 - 18) **strong authentication** – authentication ensuring the protection of data confidentiality requiring the use of at least two of the individual authentication data provided by the Bank belonging to the following categories:
 - knowledge of something that only the Customer knows,
 - having something that only the Customer has,
 - characteristics of the Customer,being an integral part of this authentication and independent in such way that a breach of one of these elements does not impair the credibility of the others,
 - 19) **self-service stand** – a stand made available in selected Bank branches during their opening hours, enabling independent submission of

- instructions without the participation of a Bank employee,
- 20) **website** – the Bank's website at www.pkobp.pl
 - 21) **BLIK system** – a mobile payment system managed by Polski Standard Płatności Sp. z o.o., enabling the execution and settlement of BLIK transactions,
 - 22) **means of remote communication** – a means of remote communication via telecommunications connections other than those made available via electronic banking services, which is used for contact between the Bank and the Customer, without the need for the physical presence of a representative of the Bank and the Customer, other than the telephone service; The Bank will inform in the Announcement about the types of means of remote communication that are used for contact between the Bank and the Customer,
 - 23) **BLIK transaction** – a payment transaction carried out via the BLIK system,
 - 24) **payment transaction** – any deposit, transfer or withdrawal of cash initiated by the Customer or the recipient;
 - 25) **durable medium** – any medium enabling the Customer to store the information addressed to the Customer in such manner as to allow access thereto over an appropriate period for the purpose of the drafting of that information and permitting retrieval of the stored information in an unchanged form;
 - 26) **Agreement** – any agreement for a given banking product or provided service, including a brokerage service, concluded between the Customer and the Bank, including the terms and conditions applicable to such agreement;
 - 27) **electronic device** – any device that allows to receive, process and send data via the Internet, meeting the technical requirements referred to in the Detailed Terms and Conditions,
 - 28) **mobile device** – any electronic device that can be freely carried and used anywhere;
 - 29) **electronic banking service** – any service consisting in access to a payment account via the Internet, enabling checking the balance of a payment account, changing limits for non-cash payments and transactions made with a debit card or submitting other types of instructions to the account; additionally, the service includes other services and products not listed above, provided that the Bank enables access to them via the website, mobile application, ATM or self-service stand; in the event that the electronic banking service is used by the Customer to submit a payment instruction, it is considered a payment instrument; the electronic banking service offered by the Bank (supplier) includes:
 - a) the Bank's online service;
 - b) the Bank's mobile application;
 - c) the Bank's ATMs, including the self-service stand;
 - 30) **telephone banking service** – any a service consisting in access to a payment account over the phone via the Bank's helpline, enabling in particular checking the balance of the payment account or submitting other types of instructions to the account; The Bank offers telephone banking services in the form of a telephone service and by means of remote communication; additionally, the telephone banking service includes other services and products not listed above, provided that the Bank provides access to them via the telephone service and by means of remote communication; in the event that the telephone banking service is used by the Customer to submit a payment instruction, it is considered a payment instrument;
 - 31) **optional services** – any additional services that may be used via the electronic banking service or the telephone banking service and that do not constitute the core performance defined in the Agreement;
 - 32) **brokerage services** – any services within the meaning of Article 69(2) or (4) of the Act on Trading in Financial Instruments to the extent provided by the Brokerage House, on the basis of an agreement for the provision of brokerage services, which the Customer may conclude with the Brokerage House;
 - 33) **act** – the Act of August 19, 2011 on Payment Services;
 - 34) **authentication** – verification by the Bank of the Customer's identity or validity of the use of a payment instrument, carried out by means of individual authentication data; and
 - 35) **User** – any private individual authorised by the Customer, acting for and on behalf of the Customer; in the case of the electronic banking service or the telephone banking service, the User may only be a private individual possessing full capacity to perform acts at law.
 - 36) **trusted electronic device** – an electronic device indicated by the Customer together with information from its operating system, including information related to the Internet and the browser used, which can be used for Customer authentication or authorization.
2. Otherwise, the terms and expressions used in the Detailed Terms and Conditions are consistent with the definitions employed in the Agreements.
 3. The provisions relating to the Customer shall apply accordingly to the User, unless the Detailed Terms and Conditions, the Agreement or the scope of the granted power of attorney stipulates otherwise.

Chapter 2. Making Available Electronic banking services or Telephone banking services

§ 3.

1. The Bank makes available to the Customer a possibility to handle banking products and services, including brokerage services, via the electronic banking service or the telephone banking service, with the proviso that the mobile application may be made available to the Customer on the condition that the Customer has activated access to the online service.
2. The Customer shall gain access to the electronic banking service or the telephone banking service following authentication or strong authentication, if required.
3. To be able to use the electronic banking service and the telephone banking service, the Customer must have appropriate ICT equipment. The Bank does not bear the cost of purchasing and maintaining this equipment.
4. The use of the online service shall be conditional upon the Customer possessing the electronic device, in particular a computer, a mobile phone or another mobile device with the appropriate operating system and Internet browser installed on that device. The device used should offer connectivity with the Internet. The operating system and the Internet browser installed on that device must offer connectivity with the online service via an HTTPS protocol supporting SSL certificates with SHA-2.
5. The use of the mobile application is conditional upon its activation in the Customer's mobile device and possession by the Customer of:
 - 1) appropriate technical equipment, in particular the mobile device, linked to the number of a mobile phone of a mobile network operator operating in the territory of the Republic of Poland and having the possibility to connect to the Internet.
 - 2) the software installed on the mobile device, indispensable for the working relationship with the Bank, in particular the mobile application.
6. Activation of the mobile application in the mobile device requires that an SMS message be sent by the Customer for the purpose of verification of authenticity of the mobile application and of the Customer's mobile phone number linked to the Customer's mobile device. The Customer shall bear the fee for the posting of the SMS message at the rate charged by the operator of the mobile network servicing the Customer's mobile phone number.
7. The Customer has the option of indicating a trusted electronic device on the website that meets the requirements of the security rules referred to in § 17 sec. 7 and sec. 8. For this purpose, it is necessary to submit an instruction and authorize it. The Customer manages a list of all trusted electronic devices on the website. The Bank will inform about the possibility for the Customer to indicate an electronic device as a trusted electronic device in the Announcement.
8. The details of the required equipment referred to in sec. 3, its recommended configuration and software are made available by the Bank in the Announcement.
9. A list, scope and description of products and services made available by the Bank via the electronic banking service or telephone banking service are made available by the Bank in the Announcement.
10. The scope of access to the electronic banking service or the telephone banking service in relation to the individual banking products or services

may be restricted or precluded at the Customer's request if the Bank accepts such a possibility.

11. The Customer is entitled to conclude Agreements, including agreements for the provision of brokerage services by the Brokerage House through the electronic banking service or the telephone banking service, provided that such method of concluding them has been made available by the Bank, including the Brokerage House.
12. The information on the current product and service range and on the available methods of conclusion of the individual Agreements is made available on the website.

§ 4.

1. A Customer possessing no or limited capacity to perform acts at law may use the electronic banking service or the telephone banking service provided that the Bank makes such functionality available, with the consent of his statutory representative.
2. Upon turning 13 years of age, the Customer possessing, as a minimum, limited capacity to perform acts at law gains full access to the electronic banking service and the telephone banking service unless the Customer's statutory representative voices an objection thereto.
3. Upon turning 18 years of age, the Customer with limited access to the electronic banking service and the telephone banking service, provided that he possesses full capacity to perform acts at law, gains full access to the electronic banking service and the telephone banking service.
4. A Customer who is a person partially legally incapacitated gains full access to the electronic banking service or the telephone banking service after regaining full capacity to perform acts at law upon filing the documents confirming that circumstance with the Bank.
5. The provisions of sections 1 to 4 shall not apply to the User.
6. Information on the level of access (full, limited) to the electronic banking service and telephone banking service is available on the website.

Chapter 3. Giving Instructions

§ 5.

1. Instructions the giving of which is accepted by the Bank shall be executed on the condition that the Customer grants his consent thereto in one of the ways specified below, subject to the provisions of sections 2-6:
 - 1) by affixing his signature in a manner approved by the Bank;
 - 2) by providing a sequence of digits from an SMS message sent by the Bank to the Customer's mobile phone number indicated for contact with the Bank;
 - 3) by using his payment card in one of the ways envisaged for the granting of consent to the execution of payment card transactions;
 - 4) through authorisation via the electronic banking service or the telephone banking service using the individual authentication data or the button confirming the giving of the instruction;
 - 5) by using individual authentication data or a button confirming the submission of the instruction in a manner approved by the Bank,
 - 6) by bringing the mobile device with the contactless carrier close to the terminal with the contactless reader;
 - 7) otherwise as may be agreed by the Bank with the Customer.
2. The Bank shall specify in the Announcement the date of making available, the scope and the instructions executable using a given method of granting the consent referred to in sec. 1, as well as the list of the Bank's branches making available such methods.
3. If the Customer has activated the mobile application, the instructions are authorized via the mobile application.
4. When, immediately after the giving of the instruction, the Bank notifies the Customer of the need for additional confirmation of the instruction in the telephone service or the online service or otherwise as established by the Bank within the framework of the authorisation process, the instruction is deemed authorised upon its confirmation by the Customer.
5. In case of failure to confirm the instruction referred to in sec. 4 within the time limit set in the information presented to the Customer at the time of the giving of the instruction, the instruction is deemed unauthorised. The Bank shall promptly notify the Customer via the online service or the telephone service of the instructions declared unauthorised.
6. The instruction referred to in sec. 1 shall not be executed by the Bank 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 the Bank if the Bank verifies consistency of the signatures against the specimen signature;
 - 3) the failure to submit a valid document stating the Customer's identity or the instrument required by the Bank for the Customer's authentication;
 - 4) the failure to submit or untimely submitting of the documents necessary due to the type of the instruction;
 - 5) lack of correct Customer authentication,
 - 6) lack of properly expressed consent, in the manner specified in sec. 1,
 - 7) indicated in the relevant Agreement, provided that the product or service covered by this Agreement has been made available as part of the electronic banking service or telephone banking service.

§ 6.

The instructions given consistently with Art. 7 of the Banking Law satisfy the requirement of the written form to the extent in which they are connected with banking activities.

§ 7.

1. The Bank enables the execution via the electronic banking service or the telephone banking service of a payment for the goods or services offered by third parties through authorisation in the online service or the mobile application of the payment transactions associated with the purchase of the goods or services, initiated by the Customer via the websites or applications of the vendors with whom the Bank has concluded the applicable agreements.
2. Execution and settlement by the Bank of the payment transaction referred to in sec. 1 shall take place immediately after its authorization referred to in sec. 1. In case of bank transfers made to a mobile phone via the mobile application, the Customer shall be obliged to indicate the recipient's mobile phone number which constitutes a unique identifier, as well as the amount and currency of the bank transfer.

§ 8.

1. When responding to the queries made by the providers of the service of access to the account information, the Bank provides the information exclusively about the Customer's payment accounts accessible online, excluding the highly protected payment data. The Bank shall not verify the consent granted by the Customer to the provider of the service of access to the account information.
2. The Bank shall execute the instructions initiated through the provider of the service of initiation of a payment transaction on the principles analogical to the other instructions. The Bank shall not verify the consent granted by the Customer to the provider of the service of initiation of payments.
3. The Bank shall make available the functionality of granting and revoking consents by the Customer for the purpose of the queries made within the framework of the process of confirmation of availability of a given balance in the payment account. The Bank shall confirm the availability of the amount while taking into consideration the available balance solely when the account is accessible in the online mode at the time of the query.
4. When the Bank, for objectively justified and duly documented reasons associated with unauthorised or unlawful access to the payment account by such provider, including unauthorised initiation of a payment transaction, referred to in sec. 1 and sec. 2, including unauthorised initiation of a payment transaction, also at the request of the Customer, refuses the provider providing the service of

access to account information or the provider providing the service of initiating a payment transaction access to payment accounts, the Bank provides the Customer with information about this fact via the electronic banking service or by telephone, before refusal of access, and at the latest - immediately after such refusal, but no later than on the business day following the date of such refusal, unless its transfer would not be advisable for objectively justified security reasons or is contrary to separate provisions of law.

§ 9.

1. The Customer may give instructions via the electronic banking service or the telephone banking service on a 24/7 basis excluding the time required for carrying out necessary maintenance breaks or technical repairs or for resuming the due operation of the electronic banking service or the telephone banking service.
2. Instructions submitted by means of remote communication may be submitted by the Customer during the hours specified in the Announcement, excluding the period of breaks necessary for maintenance, technical repairs or restoring the proper functioning of means of remote communication.
3. The information on the occurrence of the breaks referred to in Clause 1 shall be displayed on the Bank's website as well as in the Bank's online service or telephone service.

Chapter 4. BLIK Transactions

§ 10.

1. Types of BLIK transactions:
 - 1) initiated using the BLIK code,
 - 2) initiated without using the BLIK code,
 - 3) initiated using a BLIK check,
 - 4) BLIK contactless payment,
 - 5) transfer to the mobile phone.
2. The Customer authorizes BLIK transactions in one of the ways referred to in § 5 sec. 1 items 4-6.
3. BLIK transactions are charged to the payment account selected by the Customer in the mobile application on the date of their execution.
4. BLIK transactions are made taking into account the limits referred to in § 23.
5. To the extent not regulated in the Detailed Terms and Conditions, BLIK transactions are settled in accordance with the rules set out in the relevant Agreement for the payment account selected by the Customer, referred to in sec. 3.
6. The Bank may block funds on the payment account referred to in sec. 3, for unsettled BLIK transactions referred to in sec. 1 items 1-4.
7. The blockade referred to in sec. 6 is cancelled at the time of settlement of the BLIK transaction or after 7 days from the date of its establishment, if the Bank does not receive confirmation of settlement of this transaction. In the event of failure to receive confirmation of the BLIK transaction settlement during 7 days, the Bank may charge the Customer with the amount of this transaction and due fees and commissions at a later date, after receiving confirmation of the BLIK transaction settlement.
8. The Bank debits the payment account for the BLIK transaction immediately after the Bank receives the transaction for settlement.
9. A detailed description of the functionality of BLIK transactions is provided by the Bank in the Announcement.

§ 11.

A BLIK transaction initiated using a BLIK code is used to:

- 1) payments for which such a possibility is provided and in points and devices marked with the BLIK acceptance mark,
- 2) cash withdrawals at ATMs marked with the BLIK acceptance mark,
- 3) cash deposits in cash deposit machines marked with the BLIK acceptance mark.

§ 12.

1. A BLIK transaction initiated without the use of a BLIK code is used to make payments for which such a possibility is provided. This transaction will be carried out only after the Customer's prior consent to make transactions initiated without the BLIK code in the mobile application.
2. The consent referred to in sec. 1 may be withdrawn by the Customer in the mobile application or on the website.
3. In special cases related to security requirements, despite the Customer's consent referred to in sec. 1, the Bank may require a BLIK code or authorization of BLIK transactions in the mobile application.

§ 13.

1. As part of the mobile application, the Bank provides the option of creating a BLIK check specifying the amount and its validity date, while the Bank may limit the number of BLIK checks valid at the same time. Information on the maximum number of BLIK checks created and valid at the same time is available on the website.
2. The use of a BLIK check requires the provision of a BLIK check code for the Customer in the mobile application and the Customer's setting of a password for BLIK checks.
3. Execution of a payment transaction using a BLIK check requires the use of a BLIK check code and a BLIK check password by the Customer or a third party to whom the Customer has enabled the use of the BLIK check. The BLIK check may be used once up to the amount indicated by the Customer.
4. Upon authorizing the creation of a BLIK check, a blockade is placed on the Customer's account for the amount of the BLIK check.
5. The blockade referred to in sec. 4 expires on the expiry date of the BLIK check or upon authorization of the transaction for which the BLIK check was used, subject to § 10 sec. 6.
6. In the event of a difference between the actual transaction amount and the BLIK check amount, the transaction is settled taking into account this difference. The transaction amount may not exceed the amount indicated by the Customer.

§ 14.

1. Making a BLIK contactless payment is possible at points marked with the BLIK or Mastercard acceptance mark.
2. The BLIK contactless payment function may be enabled or disabled by the Customer in the mobile application at any time.
3. A BLIK contactless payment made in a foreign currency is converted by the Mastercard payment organization into the Polish currency according to the exchange rates applied by the Mastercard payment organization on the day of its execution. Information on the exchange rates used by the Mastercard payment organization is available on the website.
4. The Customer authorizes the BLIK contactless payment by bringing the mobile device closer to the terminal's proximity reader.
5. The moment of receipt of the payment order is the moment when the order was received by the Bank.

§ 15.

1. In case of a transfer to the phone via the mobile application, the Customer is obliged to indicate:
 - 1) number of the payment account to be charged,
 - 2) recipient's data in accordance with the requirements of the order,
 - 3) recipient's mobile phone number,
 - 4) the amount,
 - 5) title.
2. The telephone number referred to in sec. 1 item 3 should belong to a mobile network operator operating in the territory of the Republic of

- Poland or in one of the countries listed on the website.
3. The transfer to the telephone will be made provided that the recipient's telephone number provided by the Customer is registered in the BLIK system and is linked to the recipient's payment account.
 4. The moment of receipt of the payment order is the moment when the order was received by the Bank.

Chapter 5. Security Policy

§ 16.

1. The Bank shall rely on the mechanisms assuring the safe use of the electronic banking service and the telephone banking service.
2. When establishing a User, the Customer shall be obliged to make the User aware of the principles of use of the electronic banking service or the telephone banking service, including the security policy.
3. For evidentiary purposes, the Bank records permanently all instructions given under the electronic banking service or the telephone banking service.
4. The recordings of the Customer's phone calls made to the telephone service as well as the discussions held with the audio recording constitute the Bank's property. Recordings are confidential and may be used solely in connection with the complaint, preparatory, court and administrative proceedings and to the extent required for the exercise of supervision over the Bank's activities within the scope outlined in the generally applicable laws and regulations. The Bank informs the Customer about the recording of calls.

§ 17.

1. The Customer shall be obliged to use the electronic banking service and the telephone banking service in compliance with the Detailed Terms and Conditions.
2. The Customer shall be obliged to log on and execute instructions via the electronic banking service or the telephone banking service using the individual authentication data.
3. Authentication may consist in answering verification questions asked by the Bank to the Customer.
4. The Customer is obliged to keep secret information ensuring safe use of the electronic banking service or telephone banking service.
5. The Customer is obliged to:
 - 1) not to provide or disclose individual authentication data, not to transfer them to other persons, except for cases provided for by law, taking into account § 13 sec. 3,
 - 2) safe use of the electronic banking service and telephone banking service, in particular, secure login and logout, termination of the telephone connection, not using automation applications on electronic devices used to use the electronic banking service or telephone banking service and not using applications and other mechanisms that enable data to be stored on these devices.
6. Access to information about the account, initiation of payment transactions or confirmation of the availability of the amount on the payment account takes place using individual authentication data.
7. The Customer is obliged to properly secure the devices and software referred to in § 3 sec. 3-8, which he uses to use the electronic banking service or telephone banking service by using:
 - 1) only legal software, its ongoing updating and installation of system patches in accordance with the manufacturers' recommendations,
 - 2) up-to-date anti-virus and anti-spam software as well as a firewall,
 - 3) the latest versions of web browsers,
 - 4) passwords protecting against unauthorized access to the electronic device of third parties.
8. The Bank recommends keeping track of information on the detailed description of measures to be taken by the Customer in order to ensure the security of access to the electronic banking service or telephone banking service, provided on the website and in the telephone service.
9. The Customer is prohibited from delivering content via the electronic banking service or telephone banking service of an unlawful nature.
10. In cases related to security requirements, the Bank may require the Customer to send an SMS in order to verify the authenticity of the Customer's mobile phone number associated with his mobile device. Failure to send an SMS by the Customer may result in the need to reactivate the mobile application. The customer pays for sending an SMS at the rate of the mobile network operator servicing his mobile phone number.
11. The Customer's failure to log in to the mobile application for at least 6 months from the date of the last login may result in the need to reactivate the mobile application for security reasons.
12. No verification or no logging in referred to in para. 10 and sec. 11 will result in the inability to receive payments as part of the telephone transfer service referred to in § 10 sec. 1 item 5 and § 15.

§ 18.

1. The Customer shall be obliged to promptly report the loss, theft, misappropriation or unauthorised use of the Customer's individual authentication data or mobile device with the installed mobile application or unauthorised access to the electronic banking service or the telephone banking service:
 - 1) in the telephone service using the phone numbers accessible on the 24/7 basis that are displayed on the Bank's website; or
 - 2) at the Bank's outlets the up-to-date list of which is displayed on the Bank's website; or
 - 3) via the Bank's online service.
2. The Bank shall block the possibility to use the electronic banking service or the telephone banking service promptly after receiving the report referred to in sec. 1.
3. In case of a suspected theft, misappropriation or unauthorised use of the Customer's individual authentication data or mobile device with the installed mobile application or unauthorised access to the electronic banking service or the telephone banking service, the Bank recommends the Customer to promptly report the offence to the law enforcement agencies.
4. The Bank may request that the Customer confirms in writing the occurrence of the events referred to in sec. 1 and indicates the circumstances in which the said events occurred or came to the Customer's attention.

§ 19.

1. The Customer shall promptly notify the Bank of any identified unauthorised, outstanding, incorrectly initiated or executed payment transactions in the manner referred to in § 25 sec. 1. If the Customer fails to notify the Bank of the stated unauthorised, outstanding or incorrectly executed payment transactions within 13 months of the date of debiting of the Customer's account or of the day on which the payment transaction was to be executed, the Customer's claims against the Bank on account of the unauthorised, outstanding or incorrectly executed payment transactions shall expire.
2. In the event of an unauthorized payment transaction, the Bank is obliged immediately, but not later than by the end of the next business day after discovering the unauthorized payment transaction which was charged to the Customer's account or after receiving a relevant notification, except where the Bank has justified and duly documented grounds to suspect fraud and informs the authorities responsible for prosecuting crimes in writing, return the amount of the unauthorized payment transaction to the Customer, or restore the Customer's account to the state in which it would have existed if the unauthorized payment transaction had not taken place, unless the Customer failed to notify the Customer within the time limit, referred to in sec. 1. With regard to crediting the account, the value date cannot be later than the date of debiting this amount.
3. The Customer shall be liable for the unauthorised payment transactions up to the amount representing the PLN equivalent of 50 euro, converted at the average exchange rate published by the National Bank of Poland and obtaining on the day of execution of the payment

transaction, if the unauthorised payment transaction is the consequence of:

- 1) a third party using the payment instrument lost by the Customer or stolen from the Customer; or
 - 2) misappropriation of the Customer's payment instrument by a third party.
4. The provisions of sec. 4 shall not apply when:
- 1) The Customer had no possibility to state the loss, theft or misappropriation of the Customer's payment instrument by a third party prior to the execution of the payment transaction, save for the cases when the Customer acted intentionally or
 - 2) the loss of the payment instrument prior to the execution of the payment transaction was due to an act or omission on the part of the Bank or the entity providing the services referred to in Article 6(10) of the Act to the Bank.
5. The Customer shall be liable in full for unauthorized payment transactions if he caused them intentionally or as a result of willful misconduct or gross negligence of at least one of the obligations referred to in § 17 sec. 1-5 and § 18 sec. 1
6. From the moment of the filing of the report referred to in § 18 sec. 1 by the Customer, the Bank shall assume liability for the financial liabilities arising as a result of the unauthorised payment transactions unless the Customer has intentionally caused such transactions to take place.
7. If the Bank fails to provide the Customer with the possibility to file the report in the manner specified in § 18 sec. 1, the Customer shall not be held liable for the financial liabilities arising as a result of the unauthorised payment transactions unless the Customer has intentionally caused such unauthorised payment transactions to take place.
8. If the Bank does not require strong authentication, the Customer shall not be liable for unauthorized payment transactions, unless he acted intentionally.
9. If the payment instruction is submitted directly by the Customer, the Bank shall be liable for non-execution or improper execution of the payment transaction, subject to sec. 10 and sec. 20, unless he proves that the recipient's supplier's account has been recognized in accordance with the Act. The Bank shall not be liable if the 13-month period referred to in sec. 1.
10. The Bank's liability for non-execution or undue execution of a payment transaction shall be precluded in the case of occurrence of a Force Majeure event or if non-execution or undue execution of a payment instruction is derived from the other laws and regulations.
11. If the Bank is liable, pursuant to sec. 9, the Bank immediately restores the account to the state it would have been in had the non-performance or improper performance of the payment transaction not taken place. With regard to crediting the account, the value date cannot be later than the date of debiting this amount.
12. When a payment instruction is given by the Customer to the provider of the service of initiation of a payment transaction, the Bank shall reimburse the Customer with the amount of the non-executed or unduly executed payment transaction and, where needed, shall restore the balance of the Customer's debited account to the balance that would have appeared in the Customer's account had non-execution or undue execution of the payment transaction not taken place.
13. If the payment instruction is initiated by or through the payee, if the payee's provider is not liable for non-performance or improper performance of the payment transaction in accordance with the Act, the Bank shall be liable, subject to the time limit specified in sec. 1. The provisions of sec. 10 and sec. 11. The Bank shall not be liable if it proves that the recipient's supplier received the amount of a given payment transaction, even if the payment transaction was executed with a delay.
14. The Bank's liability referred to in sec. 9 and 13 shall extend also to the fees and commissions charged to the Customer as a result of non-execution or undue execution of a payment transaction.
15. The Customer shall have the right to claim, within 8 weeks of the date of the debiting of the Customer's account, the reimbursement of the amount of the authorised non-cash payment transaction initiated by the recipient 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 authorisation; and
 - 2) the amount of the payment transaction is higher than the amount the Customer 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.
16. At the Bank's request, the Customer shall be obliged to present the factual circumstances confirming the fulfilment of the conditions referred to in sec. 15. The Customer may not invoke the causes associated with foreign exchange if the foreign exchange rate has been applied in accordance with the General Terms and Conditions.
17. Within 10 business days of the date of receipt of the request referred to in sec. 15, the Bank shall reimburse the Customer's account with the full amount of the payment transaction or shall provide the grounds for its refusal to make the reimbursement while designating the bodies the Customer may lodge an appeal with in the case if the Customer elects to contest the presented statement of grounds.
18. The Customer shall not be eligible to claim the reimbursement referred to in sec. 15 if the Customer has granted his consent to the execution of the payment transaction directly to the Bank and the information about the future payment transaction has been provided or made available to the Customer by the Bank or by the recipient in the agreed manner, not later than 4 weeks prior to the date of execution of payment instruction.
19. If the unique identifier provided by the Customer is incorrect, the Bank shall not be held liable for non-execution or undue execution of the payment instruction based on the regulations of the act but, at the Customer's request, shall take measures to recover the amount of the payment transaction according to the procedure defined in the act.
20. When the Bank provides the evidence supporting the circumstances referred to in sec. 5 3 or the fact of authorisation of the payment transaction, the Bank shall have the right to deduct from the Customer's account the amount with which the Bank credited that account as a result of the report referred to in sec. 2, of which fact the Bank shall inform the Customer in the manner envisaged in §25, sec. 9. As a result of such deduction, overdue debt may appear in the Customer's account.

§ 20.

1. The Customer shall provide the Bank with a phone number and, as far as possible, with the electronic mail address at which the Bank may contact the Customer to ensure safe use of the electronic banking service or the telephone banking service.
2. The Customer shall be obliged to promptly notify the Bank of any changes made to the personal data, contact details of the Customer's own and established Users, certifying the same, with respect to personal data, with the relevant documents. The Customer's failure to update the Customer's mobile phone number information shall prevent the Bank from executing the Customer's instructions via the electronic banking service or the telephone banking service if the Customer's mobile phone number is indispensable for the execution of the Customer's instructions.
3. The request to change the data referred to in sec. 2 may be filed by the Customer via the electronic banking service or the telephone banking service if the Bank accepts such method of change of the data.
4. The Bank shall accept requests for the change of the Users' data within the scope relating to the Users.

§ 21.

1. The Bank reserves the right to block, in full or in part, access to the electronic banking service or the telephone banking service for valid reasons associated with security of access to those services or in connection with the suspected unauthorised use of the access to the electronic banking service or the telephone banking service or intentional causing of an unauthorised payment transaction to take place using the access to the electronic banking service or the telephone banking service.
2. When the use of the electronic banking service or the telephone banking service involves the use of a loan by the Customer under the Agreement, the Bank reserves the right to block, in full or in part, access to the electronic banking service or the telephone banking service to the extent associated with the Customer's use of the loan granted to the Customer on the grounds of the increased risk of loss of the Customer's creditworthiness.
3. The Bank shall inform the Customer, via the electronic banking service or the telephone banking service, about the blocking of the access to the electronic banking service or the telephone banking service prior to their blocking or, if this is not possible, promptly after the blocking unless the provision of that information would be unwarranted for security reasons or prohibited by law.

4. The services shall remain blocked until the reason for their blocking has disappeared.
5. The Customer may independently block access to the electronic banking service or the telephone banking service.

§ 22.

1. In case of occurrence of a suspected or actual fraud or security threat, the Bank may contact the Customer via secure communication channels:
 - 1) online service;
 - 2) mobile application;
 - 3) by the phone – when in doubt as to the identity of the person contacting the Customer on behalf of the Bank, the Customer shall finish the call and phone the Bank himself.
2. If the Customer states existence of a security threat, the Customer may contact the Bank:
 - 1) in the telephone service at the telephone numbers available 24 hours a day, provided on the website, or
 - 2) at the Bank's outlets, the current list of which is available on the website, or
 - 3) via the website.
3. The information on the Bank's contact details is displayed on the Bank's website.

§ 23.

1. The Bank shall set the maximum limits on the amounts of payment transactions that may be executed via the electronic banking service.
2. Subject to the provisions of sec. 1, the Customer may set for the payment accounts held by the Customer:
 - 1) a daily limit on the value of payment transactions executed via the Bank's online service or telephone service; or
 - 2) a limit on the value of payment transactions initiated under the payment transaction initiation service.
3. The Bank shall set the following default limits on the payment transactions that may be executed via the mobile application:
 - 1) a daily limit on the value of payment transactions;
 - 2) a daily limit on the number of payment transactions.
4. Following activation of the mobile application by the Customer, the values of the limits shall be consistent with the default limits set by the Bank.
5. The limits referred to in sec. 2 and sec. 3 may be changed by the Customer at any time unless a given Agreement stipulates otherwise.
6. The Bank shall inform the Customer about the levels of the limits referred to in sec. 1 and 3 in the Communication using a durable medium.

Chapter 6. Amendments to the Detailed Terms and Conditions

§ 24.

1. The Bank reserves the right to amend the Detailed Terms and Conditions in the case of:
 - 1) Introduction of a new or repealing or amending generally applicable legal provisions regarding the Detailed Terms and Conditions to the extent reflecting the change in these provisions,
 - 2) extending, changing or limiting the functionality of services, changing the rules of using services by the Customer, introducing new services, resignation from performing certain activities that are the subject of services provided by the Bank, affecting the provisions of the Detailed Terms and Conditions, if the change results from the development of the Bank's offer, and at the same time, other available functionalities ensure the proper functioning of the services specified in the Detailed Terms and Conditions, in accordance with their primary purpose,
 - 3) issuing court rulings or decisions, recommendations or recommendations of the National Bank of Poland, the Polish Financial Supervision Authority or other public administration bodies, relating to the Bank, affecting the provisions of the Detailed Terms and Conditions, to the extent reflecting issued court rulings or decisions, recommendations or recommendations of the National Bank of Poland, the Polish Financial Supervision Authority or other public administration bodies,
 - 4) the need for the Bank to correct typographical errors or introduce other organizational changes, provided that this does not result in an increase in the scope of duties or a decrease in the scope of the Customer's rights.
2. The Bank shall provide the Customer with the details of the changes referred to in sec. 1 in the hardcopy format or using another durable medium.
3. The information on the amendments to the Detailed Terms and Conditions shall be provided to the Customer not later than 2 months ahead of their proposed effective date, with specification of their effective date and the legal basis for a given amendment and its factual circumstances.
4. When notifying the Customer of the amendments, the Bank shall also inform that:
 - 1) The Customer has the right, before the date of the proposed entry into force of the changes, to terminate the Agreement to the extent regulated by the Detailed Terms and Conditions without incurring any fees with effect from the date of informing the Customer about the change, but not later than from the date on which these changes would be applied,
 - 2) 2) if the Client does not object to the changes before the date of entry into force of the changes, the Client shall be deemed to have consented to them,
 - 3) 3) if the Customer objects to the Bank against the proposed changes, but fails to terminate the Agreement within the scope regulated by the Detailed Terms and Conditions, the Agreement within the scope regulated by the Detailed Terms and Conditions expires on the day preceding the date of entry into force of the proposed changes, without incurring any fees.
5. If, prior to the proposed effective date of the amendments to the Detailed Terms and Conditions, the Customer fails to terminate the Agreement in writing within the scope regulated by the Detailed Terms and Conditions or fails to file an objection thereto, it is deemed that the amendments to the Detailed Terms and Conditions have been accepted and apply as of the day specified in the information provided to the Customer by the Bank.

Chapter 7. Procedure for Lodging and Processing Complaints

§ 25.

1. The Customers may lodge complaints relating to the products offered or services provided by the Bank:
 - 1) in writing – in person at the Bank's outlets or by post;
 - 2) verbally – over the phone or in person with a written record during a visit to the Bank's outlet; or
 - 3) by electronic means – via the Bank's online service within the framework of the electronic banking service.
2. The up-to-date phone numbers and addresses at which the Customer may lodge complaints are displayed on the Bank's website and at the Bank's branches.
3. Every complaint shall comprise the Customer's identification data (name, surname and PESEL number), up-to-date address details and, as far as possible, the number of the Customer's bank account or payment card to which the complaint relates, as well as the content of the Customer's critical opinions relating to the products or services provided by the Bank.
4. The Bank may request that the Customer submits additional written information or provides additional documents if obtaining such information would be necessary for processing the complaint.
5. A complaint lodged immediately after the Customer has voiced critical opinions about the Bank's products or services shall facilitate and expedite the due processing of the complaint by the Bank.

6. At the Customer's request, the Bank shall confirm in writing or otherwise as agreed with the Customer the fact of lodging of a complaint by the Customer.
7. Subject to the provisions of sec. 8, the Bank shall process complaints without delay within 30 days of their receipt. In especially complex cases preventing timely processing of a complaint and provision of a response thereto within the time limit referred to in the preceding sentence, the Bank shall inform the Customer about the anticipated date of the granting of a response to the complaint which, however, cannot exceed 60 days from the receipt of the complaint. To comply with the time limits set in the preceding sentences, it shall suffice for the Bank to send the response to the complaint prior to their lapse.
8. The Bank shall respond to the complaint regarding the rights and obligations under the Payment Services Act within 15 working days from the date of its receipt. In particularly complicated cases, which make it impossible to consider the complaint and provide an answer in the above-mentioned within this time limit, the Customer will be informed about the expected date of reply, which may not exceed 35 working days from the date of receipt of the complaint. In order for the Bank to meet the deadlines set out in the preceding sentences, it is sufficient to send a response before their expiry, and in the case of written responses - to send a designated operator within the meaning of Art. 3 point 13 of the Postal Law Act.
9. After considering the complaint, subject to sec. 10, the Customer will be informed about its result in writing or - at the Customer's request - by e-mail.
10. The response to the complaint referred to in sec. 8, will be provided in paper form or - at the Customer's request - by means of another durable medium of information, in particular by e-mail.
11. The Customer has the right to out-of-court settlement of any disputes with the Bank. The entities competent to settle disputes are:
 - 1) Banking Consumer Arbitration at the Polish Bank Association, operating in accordance with the regulations available at www.zbp.pl,
 - 2) the Financial Ombudsman, who can be addressed in the manner indicated on the website www.rf.gov.pl, after the complaint procedure has been exhausted.
12. The Customer has the right to use the option of out-of-court settlement of a dispute regarding a contract concluded via the Internet, electronic banking service or telephone banking service, via the ODR platform, operating in European Union countries, available on the website at: <http://ec.europa.eu/consumers/odr/>.
13. The Customer also has the option of asking for help from the appropriate Poviát (Municipal) Consumer Ombudsman.
14. Regardless of the complaint procedure described above, the Customer has the right to bring an action to the competent common court at any time.
15. All complaints are considered by the Bank with the greatest care, thoroughness and in the shortest possible time.

Chapter 8. Miscellaneous

§ 26.

The information on the functions made available under the electronic banking service or the telephone banking service is displayed on the Bank's website.

§ 27.

1. The Customer may use the optional services offered by the Bank under the electronic banking service or the telephone banking service.
2. The information on the optional services offered by the Bank is provided on the Bank's website.
3. The Bank may discontinue provision of the optional 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 optional services or for other valid reasons that prevent the Bank from lawfully providing those services.
4. The Bank shall inform the Customer about the discontinuance of provision of any optional service subject to a two-month prior notice.
5. The Customer may renounce from the use of the optional services at any time, by giving the relevant instruction to the Bank via the electronic banking service or the telephone banking service.

§ 28.

1. The Bank may, via the electronic banking service or the telephone banking service, make available to the Customers the possibility of using the services or products of third parties.
2. Individual authentication data may be used by the Customer to conclude contracts and submit instructions regarding the use of services or products referred to in sec. 1, about which the Bank informs in the Announcement.

§ 29.

During the term of the Agreement, the Customer shall have the right to request at any time that the provisions of the Agreement, the Detailed Terms and Conditions or the information defined in Article 27 of the act be made available to the Customer in the hardcopy format or using another durable medium. The Bank may, with the Customer's consent, provide those documents and information by placing them on the Bank's website or in the Bank's online service as long as the Bank's 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.

§ 30.

1. The provisions of the Detailed Terms and Conditions shall remain in force until the date of termination or expiry of the last Agreement, subject to the provisions of sec. 2.
2. The Bank shall make the information defined in Articles 27, 29(1) and (5), 31(1) and 32(1) of the Act available on a durable medium in the Bank's online service following the dissolution or expiry of the last Agreement provided that the Bank adopts this course of action.
3. In the absence of any arrangements in the Agreement relating to its termination or dissolution options, the Customer may renounce from using the electronic banking service or the telephone banking service under that Agreement subject to a one-month period of notice.
4. The period of notice referred to in sec. 3 is one month and counts from the date of delivery of the notice of termination to the Bank. The Parties may agree on a shorter notice period.
5. The Customer terminates the Agreement referred to in sec. 3, in writing.
6. The Bank may terminate the use of the electronic banking service or the telephone banking service only for the following important reasons:
 - 1) the Customer loses full legal capacity, provided that full legal capacity is required by the Bank to use the electronic banking service or telephone banking service,
 - 2) the Bank's inability to perform its obligations under the financial security measures set out in the Act on Counteracting Money Laundering and Terrorist Financing, in particular:
 - a) failure by the Customer to provide the necessary information or documents required under the financial security measures applied by the Bank,
 - b) the Bank's inability to fully identify the nature and purpose of payment transactions made by the Customer through the Bank,
 - 3) the Customer uses the electronic banking service or telephone banking service for money laundering or terrorism financing,
 - 4) having a reasonable suspicion that the electronic banking service or the telephone banking service is used for crimes other than those specified in sec. 3,
 - 5) subjecting the Customer to national or international sanctions or embargoes established by Poland, the European Union, the United

- Nations or the United States of America,
- 6) the Customer has provided untruths or concealed the truth in the scope of information which, in accordance with the regulations, the Customer is obliged to provide to the Bank as an entity providing electronic banking services or telephone banking services,
 - 7) the Customer uses the electronic banking service or the telephone banking service in a manner inconsistent with their nature or socio-economic purpose, including the use of the electronic banking service or the telephone banking service to carry out settlements related to business or commercial activity,
 - 8) the inability to continue to provide electronic banking services or telephone banking services by the Bank on the existing terms, as a result of a significant change in the conditions or cessation of the provision of telecommunications, postal, courier, IT, payment and settlement services necessary for the provision of these services by their providers, withdrawal
7. from the operation of IT applications necessary to provide electronic banking or telephone banking services, or for other important reasons preventing the Bank from providing electronic banking or telephone banking services in accordance with the provisions of law.
 8. In cases referred to in sec. 6, the notice period is two months and is counted from the day following the day the notice is delivered to the Customer by the Bank.
 9. The Bank terminates the provision of electronic banking services or telephone banking services in writing, stating the reasons for termination.

§ 31.

1. The public administration body exercising supervision over the Bank's activity is the Polish Financial Supervision Authority (KNF).
2. The Customer may lodge a complaint with the Polish Financial Supervision Authority against the Bank's activity if the Bank's activity breaches the law.
3. The court competent to resolve disputes arising from the provision by the Bank of the electronic banking service or the telephone banking service and from the submission of declarations by the Customers shall be determined in compliance with the commonly applicable laws and regulations.
4. The appropriate language in matters covered by the Detailed Terms and Conditions is Polish.