

REGULATIONS FOR SAVINGS ACCOUNT AND ELECTRONIC BANKING SERVICES IN PKO BANK POLSKI SA



Bank Polski

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PART I GENERAL PROVISIONS

CHAPTER 1 SUBJECT OF THE REGULATIONS AND DEFINITIONS

§ 1.

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

§ 2.

The terms used in these Regulations have the following meanings:

- 1) **agency of PKO Bank Polski SA** – the entity performing – in the name and on behalf of PKO Bank Polski SA – account servicing activities entrusted by PKO Bank Polski SA,
- 2) **access activation** – provision by PKO Bank Polski SA of access to electronic banking services on the basis of instructions of the Account Holder,
- 3) **authorization** – submission, by the Account Holder, of a declaration of will, in the electronic form, using authentication tools and technical solutions provided by PKO Bank Polski SA, in the manner prescribed for a given electronic access channel, whose legal effects are equivalent in respect of banking services to the declaration of will submitted in writing under the provisions governing banking activities; in specific cases authorization includes the Account Holder's additional confirmation of the instruction, on the phone,
- 4) **value date** – the date from which or to which interest accrues on the funds, with which the account has been debited or credited,
- 5) **business day** – any day of ordinary business in PKO Bank Polski SA, excluding Saturdays and public holidays,

- 6) **electronic access channels** – technical solutions provided by PKO Bank Polski SA to the Account Holder, enabling the use of services by using communication devices and wired or wireless communication, such as:
 - a) the online service,
 - b) the telephone service,
 - c) the text message channel.Individual access channels may differ from each other in terms of the scope of offered options and functions; the present, detailed description of the options and functions is available on the website of PKO Bank Polski SA (www.pkobp.pl),
- 7) **password** – a character string used to verify the Account Holder in electronic access channels,
- 8) **authentication tool** – technological solutions or data determined and made available by PKO Bank Polski SA, and used to link a declaration of will with the Account Holder making such declaration, and to authorize the declarations made, and instructions given, by the Account Holder in electronic access channels. The information on the form of applied authentication tools is published on the website of PKO Bank Polski SA (www.pkobp.pl),
- 9) **one-time code** – a character string used to authorize activities carried out with reference to electronic banking services,
- 10) **Announcement of PKO Bank Polski SA – information published for Account Holders at the branches of PKO Bank Polski SA or at the agencies of PKO Bank Polski SA and on the website of PKO Bank Polski SA (www.pkobp.pl)**,
- 11) **minimum amount** – the amount of funds needed to open an account, announced to Account Holders in the Announcement of PKO Bank Polski SA,
- 12) **daily limit** – the maximum amount up to which financial instructions may be submitted through electronic access channels during a day (24 hours),
- 13) **username** – A unique identifier defined by the Account Holder, used for verification in selected electronic access channels,
- 14) **unauthorized debit balance** – a negative balance of the account, arising from:
 - a) a withdrawal of the amount exceeding the balance of available funds in the account, or
 - b) charging a fee or making a charge exceeding the balance of available funds in the account, or
 - c) income tax withholding and health insurance contributions deducted by PKO Bank Polski SA from pensions and retirement pensions received from abroad, in the amount exceeding the balance of available funds in the account,
- 15) **Client number** – a unique number assigned to the Account Holder, which is used to identify the Account Holder, for instance in electronic access channels,
- 16) **transaction** – a cash and non-cash transaction resulting in crediting or debiting the account,
- 17) **PKO Bank Polski SA** – Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna,
- 18) **Account Holder** – a natural person for whose benefit PKO Bank Polski SA maintains an account; in the case of several Account Holders (Account Co-Holders) – each of the Account Co-Holders,
- 19) **account** – a Savings Account with PKO Bank Polski SA,
- 20) **special-purpose account** – a Savings Account with PKO Bank Polski SA, in which funds are collected for a certain period of time to be used for a specifically-determined purpose and in the amount not lower than the amount declared in the agreement,
- 21) **regular savings account** – a Savings Account with PKO Bank Polski SA, to which funds are paid on a monthly basis for a certain period of time in the amount not lower than the amount declared in the agreement,
- 22) **Savings Account** – the name of the savings account opened and maintained under the terms stipulated in the agreement and in the Regulations,

- 23) **balance** – the balance of funds deposited in the account and posted to it as at the end of the day,
- 24) **electronic mailbox** – a functionality of selected electronic mailbox, enabling the mailbox of correspondence between PKO Bank Polski SA and the Account Holder. The date from which it will be possible to use individual functions of electronic mailboxes will be specified in the Announcement of PKO Bank Polski SA,
- 25) **foreign exchange status** – a resident status, a non-resident status,
- 26) **Schedule of Fees and Charges** – the Schedule of Bank Fees and Charges in PKO Bank Polski SA applicable to natural persons,
- 27) **agreement** – an agreement to maintain a Savings Account,
- 28) **electronic banking services** – servicing the account or other products and services through electronic access channels,
- 29) **additional services** – optional services provided to the Account Holder by PKO Bank Polski SA, which services go beyond depositing the funds of the Account Holder and carrying out cash settlements on his behalf,
- 30) **verification** – identification of the Account Holder by PKO Bank Polski SA, in particular on the basis of:
 - a) an identity document,
 - b) a Client number or a username,
 - c) a password,
 - d) additional questions and answers,
- 31) **available funds** – the balance of the account:
 - a) plus (cash and non-cash) receipts,
 - b) less any accepted amounts to be debited to the account and the total of blocked funds.

PART II ACCOUNT

CHAPTER 1 PURPOSE OF THE ACCOUNT

§ 3.

1. The account is used to dispose of the funds deposited in it, and in particular:
 - 1) to store funds, subject to the provisions of subsection 2,
 - 2) to open and maintain savings fixed-term deposit accounts,
 - 3) to carry out cash settlements specified for the account, except for settlements related to business operations,
 - 4) to make use of electronic banking services, except for the accounts maintained for the benefit of a minor under 13 years of age,
 - 5) to make use of other additional services offered by PKO Bank Polski SA to the account, in accordance with separately specified terms and conditions.
2. The account may act as a special-purpose account or systematic savings account, if the agreement so provides.
3. PKO Bank Polski SA informs about the possibility to open an account with the function referred to in subsection 2 in the Announcement of PKO Bank Polski SA.

CHAPTER 2 CONCLUDING AN AGREEMENT AND OPENING AN ACCOUNT

§ 4.

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

CHAPTER 3 POWER OF ATTORNEY TO DISPOSE OF THE ACCOUNT

§ 5.

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

§ 6.

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

§ 7.

An unlimited power of attorney does not authorise to:

- 1) give instructions in the event of death,
- 2) grant further powers of attorney,
- 3) enter into agreements for the use of other products, with the exception of savings fixed-term deposit accounts,
- 4) terminate or modify the agreement.

§ 8.

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

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

§ 9.

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

§ 10.

The power of attorney expires upon:

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

CHAPTER 4 DISPOSING OF THE ACCOUNT

§ 11.

1. The Account Holder may dispose of the funds held in the account up to the amount of available funds, taking into account the daily limits set by the Account Holder, subject to subsections 2-4.
2. The Account Holder who is under 13 years of age may not independently dispose of the funds held in the account, or undertake independently any legal acts related to the fact of holding the account.
3. The legal representative of the Account Holder who is under 13 years of age is entitled to dispose, on his behalf, of the funds deposited in the account within the limits of ordinary administration. The disposal of the funds outside the limits of ordinary administration requires permission of the guardianship court.
4. The Account Holder who is over 13 years of age and under 18 years of age, may independently dispose of the funds held in the account within the limits of the ordinary administration, provided the legal representative does not raise any objections to it in writing. The disposal of the funds outside the limits of

ordinary administration requires permission of the guardianship court.

5. The objection referred to in subsection 4, which has been filed with PKO Bank Polski SA, constitutes a basis for PKO Bank Polski SA to block the possibility to dispose of the funds held in the account.

§ 12.

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

§ 13.

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

§ 14.

1. The instruction will not be performed by PKO Bank Polski SA if:
 - 1) there is no authorisation to dispose of the account or the funds in the account,
 - 2) there are no available funds in the account,
 - 3) the signature on the instruction differs from the specimen signature given to PKO Bank Polski SA, except for instructions bearing a signature that has been authenticated in the manner prescribed in § 8 subsection 3,
 - 4) a decision has been issued by a competent authority, which prohibits making payments out of the account,
 - 5) no identity document or other instrument required by PKO Bank Polski SA is presented to verify the Account Holder,
 - 6) PKO Bank Polski SA finds irregularities in the indicated number of the bank account, to which the instruction refers,
 - 7) the documents necessary due to the type of the instruction given have not been submitted or have been submitted untimely,
 - 8) for instructions submitted through electronic access channels, the Account Holder is not properly verified.
2. The Account Holder may give instructions for the account by post, provided they are signed in accordance with the specimen signature given to PKO Bank Polski SA and positively verified by PKO Bank Polski SA, subject to subsection 3.
3. The fulfilment of the specimen signature compliance condition referred to in subsection 2 is not required if the identity of the Account Holder and the authenticity of his signature are certified in the manner prescribed in § 8 subsection 3.

CHAPTER 5 INTEREST ON FUNDS IN THE ACCOUNT

§ 15.

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

§ 16.

1. PKO Bank Polski SA may, during the term of the agreement, change the interest rate on the funds held in this account.
2. PKO Bank Polski SA may make changes to the interest rate on the funds held in the account maintained in the Polish currency, if at least one of the following circumstances occurs:
 - 1) changes in any of the basis interest rates of the National Bank of Poland by at least 0.10 percentage points,

- 2) changes in banks' compulsory minimum reserve rate by AT least 0.10 percentage points,
- 3) changes in rate for interbank market deposits WIBOR 1M, WIBOR 3M, WIBOR 6M, WIBOR 9M, WIBOR 1Y, by at least 0.10 percentage point, at any time during the past six months.

3. PKO Bank Polski SA may make changes to the interest rate on the funds held in the account maintained in an exchangeable currency, if at least one of the following circumstances occurs:
 - 1) changes in the interest rate for a given currency by at least 0.10 percentage points, which interest rate is set by the relevant central bank,
 - 2) changes in at least one interest rate of foreign currency deposits in the domestic or international money market LIBOR 1M, LIBOR 3M, LIBOR 6M, LIBOR 9M, LIBOR 1Y or EURIBOR 1M, EURIBOR 3M, EURIBOR 6M, EURIBOR 9M, EURIBOR 1Y by at least 0.01 percentage point at any time in the past six months,
 - 3) changes in banks' compulsory minimum reserve rate by at least 0.10 percentage point.
4. PKO Bank Polski SA, taking into account the direction of changes in the rates referred to in subsection 2 and 3, is entitled to decide on the change in interest rates within 6 months from the occurrence of one of the underlying circumstances, respecting the principles of good banking practice and good manners.
5. If any of the circumstances referred to in subsections 2 and 3, respectively, occurs, PKO Bank Polski SA is entitled to change the interest rate by no more than up to three times the change that occurred.
6. PKO Bank Polski SA is under obligation, not later than two months prior to the proposed date of entry into force of the change referred to in subsections 2 and 3, to inform the Account Holder of the change in the manner referred to in § 37 subsection 1 paragraphs 1-3, stating the reasons for the change, as well as the possibility and the deadline for submission of a written statement, by the Account Holder, on the termination of the agreement or on objections to this change.
7. If the Account Holder, prior to the proposed date of entry into force of the change referred to in the subsections 2 and 3:
 - 1) does not terminate the agreement or raise objections referred to in subsection 6 – the change is considered to be accepted by the Account Holder and is valid from the date of entry into force of the change,
 - 2) terminates the agreement – the agreement is terminated immediately and without charge,
 - 3) raises an objection to these changes, but does not terminate the agreement – the agreement expires on the day preceding the entry into force of the proposed changes, without charge.
8. PKO Bank Polski SA may make changes to the interest rate on the funds held in the account, for the benefit of the Account Holder without notice, without using the procedure specified in subsections 6 and 7. In such case, PKO Bank Polski SA will immediately inform of the revised interest rate in the form of the Announcement of PKO Bank Polski SA.
9. The Account Holder, subject to § 11 subsections 2-4, when terminating the agreement or raising objections to the proposed changes, should present the manner of disposing of the account balance.
10. PKO Bank Polski SA publishes the current interest rates on funds held in the account in the form of the Announcement of PKO Bank Polski SA.

§ 17.

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

**PART III
ELECTRONIC BANKING SERVICES**

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

§ 18.

1. The Account Holder, except for a minor who is under 13 years of age, gains access to electronic banking services after entering into an agreement and activating electronic access channels.
2. Upon entering into the agreement, PKO Bank Polski SA activates, for the benefit of the Account Holder referred to in subsection 1, all electronic access channels and gives full access level to the account.
3. The Account Holder, with the exception of a minor under 13 years of age, may change the access level referred to in subsection 2.
4. The Account Holder may use the electronic mailbox provided by PKO Bank Polski SA.
5. At the written request of the Account Holder with the full capacity to act, PKO Bank Polski SA grants, to an agent holding the power of attorney referred to in § 6 subsection 2 paragraph 1, access to the account through electronic access channels.

§ 19.

After activating electronic banking services, the Account Holder:

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

§ 20.

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

§ 21.

1. The condition for using electronic banking services is the possession, by the Account Holder, of technical equipment (e.g. a computer, a mobile device, a land-line phone) and software necessary to cooperate with PKO Bank Polski SA; it is recommended to use the latest versions of web browsers;
2. PKO Bank Polski SA informs the Account Holder of the recommendations concerning technical equipment and software through the websites of PKO Bank Polski SA (www.pkobp.pl) and via the telephone service.

§ 22.

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

**CHAPTER 2
SECURING ACCESS TO ACCOUNTS**

§ 23.

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

§ 24.

1. The Account Holder is required to log in and execute transactions through electronic access channels in person only, except for § 18 subsection 5.
2. The Account Holder is required to maintain the confidentiality of the information ensuring safe use of the account.
3. The Account Holder is required not to disclose to others the Client number, the username, one-time codes, passwords or any other data that enables verification.
4. The Account Holder is responsible for properly securing the tools and equipment used to operate the account, and to

protect them against malware and unauthorized access, for example through the use of:

- 1) legal software,
 - 2) current anti-virus software and a firewall,
 - 3) the latest versions of browsers.
5. PKO Bank Polski SA informs the Account Holder of the recommended solutions referred to in subsection 4 through the website of PKO Bank Polski SA (www.pkobp.pl) and via the telephone service.

**CHAPTER 3
GIVING INSTRUCTIONS THROUGH ELECTRONIC BANKING SERVICES**

§ 25

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

**PART IV
FINAL PROVISIONS**

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

§ 26.

1. The Account Holder may file, with PKO Bank Polski SA, a claim, a complaint or a request concerning banking products and additional services, in writing or orally:
 - 1) at any branch of PKO Bank Polski SA,
 - 2) at any agency of PKO Bank Polski SA,
 - 3) by mail,
 - 4) via e-mail,
 - 5) through the online service,
 - 6) through a telephone service consultant.
2. The telephone numbers, e-mail addresses and the address AT which the Account Holder may file claims, complaints or requests are available on the website of PKO Bank Polski SA (www.pkobp.pl) and at the branches of PKO Bank Polski SA.
3. The complaint should include in particular: the Account Holder's details, the date of the event, a description of the reservations or irregularities and a clear statement of the claim.
4. The complaint should be accompanied by the documents necessary to process the claim or the complaint. PKO Bank Polski SA informs the Account Holder of the required documents. Documents may be submitted in person or sent by fax, e-mail or post (if the complaint is filed on the phone).
5. The Account Holder should file immediately the complaints about unauthorized, non-executed or improperly executed instructions referred to in § 13 and § 25.
6. If the complaint referred to in subsection 5 is not filed within 13 months, the claims of the Account Holder against PKO Bank Polski SA expire.
7. PKO Bank Polski SA processes complaints promptly, within no more than 30 days. If it is not possible to process the complaint within that period, PKO Bank Polski SA informs the Account Holder about the planned deadline for the response.

8. After processing the claim or the complaint, the Account Holder will be informed of the outcome in writing or as otherwise agreed with PKO Bank Polski SA, for example, by telephone, by e-mail or in person at a branch.
9. In matters relating to banking products or additional services, the Account Holder has the right to contact the Municipal and District Consumer Ombudsman, and in matters relating to insurance products – the Insurance Ombudsman.
10. The Account Holder may also turn to the Consumer Banking Arbitration, in matters within its jurisdiction, for the extra-judicial settlement of a dispute arising from the agreement.

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

§ 27.

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

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

§ 28.

1. PKO Bank Polski SA reserves the right to amend the Regulations and to modify the Schedule of Fees and Charges, subject to subsections 2 and 3.
2. The amendments to the Regulations are made in the case of:
 - 1) changes in generally applicable laws on account maintenance,
 - 2) changes in the scope or form of delivery of services provided under the agreement by introducing new technological solutions associated with the changes in the terms of delivery of services through the companies cooperating with PKO Bank Polski SA,
 - 3) the need to adapt the Regulations to the requirements relating to consumer protection.
3. PKO Bank Polski SA is entitled to change the Schedule of Fees and Charges in the following cases:
 - 1) an increase in the level of consumer price index (index published by the Polish Central Statistical Office),
 - 2) an increase in the cost of servicing the account and of the related services, resulting from changes in energy prices, the cost of telecommunications connections, postal services, interbank settlements, changes in fees incurred in connection with the performance of the agreement through other companies cooperating with PKO Bank Polski SA and as a result of amending, repealing or introducing new legislation affecting the costs,
 - 3) introduction of charges related to introducing additional new services to the offer of PKO Bank Polski SA.
4. PKO Bank Polski SA is under obligation, not later than two months prior to the proposed date of entry into force of the changes referred to in subsection 1, to inform the Account Holder of the change in the manner referred to in § 37 subsection 1 paragraphs 1-3, stating the reasons for the change as well as the possibility and the deadline for submission of a written statement, by the Account Holder, on the termination of the agreement or on objections to such changes.

5. If the Account Holder, prior to the proposed date of entry into force of the changes referred to in the subsection 1:
 - 1) does not terminate the agreement or raise, in writing, an objection referred to in subsection 4 – the change is considered to be accepted and is valid from the date of entry into force of the change,
 - 2) terminates the agreement – the agreement is terminated immediately and without charge,
 - 3) raises an objection to these changes, but does not terminate the agreement – the agreement expires on the day preceding the entry into force of the proposed changes, without charge.
6. The Account Holder, subject to § 11 subsections 2-4, when terminating the agreement or raising objections to the proposed changes, should present the manner of disposing of the account balance.
7. Regardless of the notification referred to in subsection 4, the current bank fees and charges and their amount are published in the manner specified in § 27 subsection 6.

**CHAPTER 4
NOTICE AND TERMINATION OF THE AGREEMENT**

§ 29.

The agreement is terminated if the Account Holder or PKO Bank Polski SA terminates the agreement, after the expiry of the notice period, subject to § 16 subsection 7 and § 28 subsection 5.

§ 30.

1. The Account Holder, subject to subsection 2, may terminate the agreement at any time without giving the reason.
2. If the account is held on behalf of:
 - 1) a minor who is over 13 years of age and under 18 years of age, the agreement may be terminated by the Account Holder with the consent of the legal representative,
 - 2) a person who is under 13 years of age, the agreement may be terminated by the legal representative on behalf of the Account Holder.
3. The notice period is one month, subject to § 16 subsection 7 and § 28 subsection 5, and is counted from the date of service of the termination notice to PKO Bank Polski SA.
4. The parties may agree on a period of notice that is shorter than the one specified in subsection 3.

§ 31.

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

§ 32.

In the case of termination of the agreement, the Account Holder is required to repay, until the day of termination, the entire debt on the account, together with due interest, fees, charges and costs.

§ 33.

1. PKO Bank Polski SA may terminate the agreement for the following important reasons only:
 - 1) causing an unauthorised debit balance and failure to settle the debts arising from the agreement,
 - 2) the inability of PKO Bank Polski SA to continue to maintain the account on previous terms, as a result of a significant change in conditions or discontinuance of the provision of telecommunications, postal, courier, IT, payment or settlement services necessary to perform the agreement by the suppliers of those services, the decommissioning of IT applications necessary to perform the agreement or other reasons preventing PKO Bank Polski SA from performing the agreement in accordance with the provisions of law,
 - 3) failure, of the Account Holder, to meet the conditions referred to in § 4 subsection 1,
 - 4) using the account for money laundering or for the financing of terrorism,
 - 5) in the event that a reasonable suspicion occurs that the funds held in the account come from, or are related to, crimes other than those specified in paragraph 4,
 - 6) if the Account Holder gives false information or conceals the truth in respect of the information that the Account Holder is required, according to the provisions of law, to provide to PKO Bank Polski SA as the entity maintaining the account.
2. PKO Bank Polski SA may cease to provide additional services if they may not be continued to be provided under the existing

terms as a result of a significant change in conditions or discontinuance of the provision of telecommunications, postal, courier, IT, payment or settlement services necessary to provide those services by their suppliers, the decommissioning of IT applications necessary to provide additional services or for other reasons preventing PKO Bank Polski SA from providing those services in accordance with the provisions of law.

3. In the cases referred to in subsection 1, the notice period is two months.
4. PKO Bank Polski SA terminates the agreement in writing, stating the reasons for such termination.

CHAPTER 5 OTHER PROVISIONS

§ 34.

1. PKO Bank Polski SA is entitled to collect, without separate consent of the Account Holder, by deduction from the funds held in the account and from the funds held in other savings accounts maintained for the benefit of the Account Holder with PKO Bank Polski SA, the debts arising from the unauthorised debit balance.
2. If there are no funds in the account, any inflow of funds to the account will be allocated to pay debts.
3. If the account, from which debts are to be paid, is maintained in a currency other than the account on which the debt occurred, PKO Bank Polski SA will convert the funds, in accordance with the rules set out in separate regulations referred to in § 1 subsection 2.

§ 35.

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

§ 36.

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

§ 37.

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

§ 38.

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

§ 39.

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

§ 40.

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

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

§ 41.

The provisions of §§ 39 and 40 do not apply to joint accounts

§ 42.

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

§ 43.

The matters not regulated in the agreement and the Regulations will be governed by the generally applicable provisions of law.

§ 44.

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