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SECTION I

GENERAL PROVISIONS

Chapter 1.

Subject of the Regulation and definitions

§ 1.

1. The Regulation of the Savings and Checking Account, Electronic Banking Services and Debit Card in Powszechna Kasa Oszczędności Bank Polski SA, hereinafter referred to as "the Regulation" define the terms and conditions of savings and checking accounts held with Powszechna Kasa Oszczędności Bank Polski SA and other rendered services as defined in the Regulations.
2. The principles and the way in which cash settlements are executed by Powszechna Kasa Oszczędności Bank Polski Joint Stock Company are defined in "The Regulation of Domestic Cash Settlements in PKO Bank Polski SA".
3. The principles and the way in which foreign currency payment orders are executed by Powszechna Kasa Oszczędności Bank Polski Joint Stock Company are defined in "The Regulation of Foreign Currency Payment Orders in PKO Bank Polski SA".

§ 2.

Terms used in the Regulation shall have the following meaning:

- 1) **Agency Office of PKO Bank Polski SA** – an entity that on behalf of and for PKO Bank Polski SA performs activities ordered by PKO Bank Polski SA in respect of account handling,
- 2) **Access activation**– providing access to electronic banking services on the basis of an order of the Account Holder,
- 3) **Authorisation** - submission of a declaration of will by the Account Holder by means of the authentication instrument and technical solutions that are made available by PKO Bank Polski SA in the way defined for a given access channel, that in respect to the legal effect is equivalent in case of banking services to a declaration of will made in writing in compliance with the provisions that govern banking activities; in particular cases authorisation will include additional Account Holder's confirmation of an order by phone,
- 4) **Admissible debit balance** – a negative account balance in the amount that is not higher than the monthly limit defined by PKO Bank Polski SA,
- 5) **Value date** – the day until which or from which interests accrue on funds debited from or credited to an account,
- 6) **Business day** – day of ordinary business in PKO Bank Polski SA, except Saturdays, Sundays and public holidays, but in case of cash settlements a business day shall mean a day in which banks participating in executions of cash orders pursue their business necessary to execute such orders,
- 7) **Electronic access channels**– technical solutions made available to the Account Holder by PKO Bank Polski SA, that make it possible to use the following services by means of wire and wireless communication devices, in particular:
  - a) Internet service,
  - b) Phone service,
  - c) SMS channel,
  - d) Self-service terminal.

Individual access channels may differ from each other in respect of offered options and functions; the current detailed description of functions that are made available through such channels is published on the website of PKO Bank Polski SA,

- 8) **Password**– a series of characters for the purpose of verification of the Account Holder in electronic access channels,
- 9) **Authentication instrument**– technological solutions or data that are specified and made available by PKO Bank Polski SA to link a given declaration of will with the Account Holder who makes such declaration and authorisation of declarations and order placed by the Account Holder in

- electronic access channels. The information on used authentication instruments is published on the website of PKO Bank Polski SA (www.pkobp.pl),
- 10) **Card**– a debit card with a card number, expiry date and a name of the Card Holder or User, to which a personal identification number (PIN) has been assigned,
  - 11) **Single-use code**– a series of characters for the purpose of authorisation of activities performed through electronic banking services,
  - 12) **Communication of PKO Bank Polski SA** – information published for Account Holders in branch offices of PKO Bank Polski SA or in agency offices of PKO Bank Polski SA and on the website of PKO Bank Polski SA (www.pkobp.pl),
  - 13) **Daily limit**– the maximum amount of all financial orders placed through electronic access channels within a day (24 hours),
  - 14) **Card limit**:
    - a) Daily cash disbursement limit– maximum amount of total cash disbursed by a Card Holder or User during one day,
    - b) Daily limit of payment operations – maximum total amount of payments for goods and services made by a Card Holder or User during one day,
    - c) Proximity transaction limit– in case of domestic transactions it is the maximum total amount of cashless payments for goods and services made by a Card Holder or User, and in case of foreign transactions – a number of cashless transactions that may be executed by a Card Holder or User of a card with a proximity function, in compliance with the communication of PKO Bank Polski SA,
    - d) Daily online transaction limit – maximum total amount of payments for goods and services made online by a Card Holder or User during one day, as from the date defined in the communication of PKO Bank Polski SA,
  - 15) **login** – unique ID defined by the Account Holder, used for verification in selected electronic access channels; the date from which it is possible to define own login will be announced in a communication of PKO Bank Polski SA,
  - 16) **inadmissible debit balance** – negative account balance resulting from:
    - a) a disbursement of a higher amount than available funds on the account or
    - b) automatic charge or commission or fee higher than available funds on the account, or
    - c) income tax withholding and contribution to the state health insurance fund debited by PKO Bank Polski SA from pensions and sick pension received from abroad, that is higher than available funds on the account, or
    - d) delay in the payment of the admissible debit balance beyond the due date,
  - 17) **Client number**– a unique number assigned to the Account Holder, used for the purpose of the Account Holder's identification, for instance in electronic access channels,
  - 18) **Branch office of PKO Bank Polski SA** – a branch office of PKO Bank Polski SA that renders customer services,
  - 19) **Operation**– a cash or cashless transaction resulting in crediting or debiting of an account,
  - 20) **Online operation**– a transaction executed by means of a card in the Internet,
  - 21) **Proximity operation** – a cashless transaction made by means of a card equipped with a proximity function in a POS terminal equipped in a proximity reader with no need to confirm such operation with PIN or a signature on a terminal slip,
  - 22) **Payment organisation** – international organisation gathering financial institutions that form a settlement system for transactions made by means of payment cards,
  - 23) **PIN** – a confidential ID number assigned to a card,
  - 24) **PKO Bank Polski SA** – Powszechna Kasa Oszczędności Bank Polski Joint Stock Company together with the branch offices of PKO Bank Polski SA that render customer services,
  - 25) **Card Holder**– An account holder who executes operations on his own behalf and for himself by means of the card,
  - 26) **Account Holder**– an individual for whom an account is held by PKO Bank Polski SA; in case of a joint account – each of account co-holders,
  - 27) **Access level**– a scope of rights to place orders related to the account through each electronic access channel,
  - 28) **Account**– savings and checking account held with PKO Bank Polski SA,
  - 29) **Balance**– amount of funds gathered on an account and recognized as of a business day,
  - 30) **Electronic box**– functionality of selected electronic access channels that enables correspondence between PKO Bank Polski SA and the Account Holder. The date after which it is possible to make use of the functionality of electronic boxes will be notified in a Communication of PKO Bank Polski SA,
  - 31) **Systematic receipts**– receipts on the account, in particular related to salaries, scholarships, pensions, sick pensions or other receipts deemed PKO Bank Polski SA as systematic,
  - 32) **Specification of rates** – Specification of bank rates and fees in Powszechna Kasa Oszczędności Bank Polski Joint Stock Company,
  - 33) **Agreement**– account agreement,
  - 34) **Electronic banking services**– handling of an account through electronic banking channels,
  - 35) **Card User** – an individual to whom a card with his/her identity data has been issued, authorised by the Account Holder to execute operations by means of the card on behalf of and for the Account Holder,
  - 36) **Verification** – identification of the Account Holder by PKO Bank Polski SA, in particular against:
    - a) An identity document,
    - b) Client's number or login,
    - c) password,
    - d) additional questions and answers,
  - 37) **available funds**– account balance:
    - a) plus credited (cash and cashless) receipts and funds available for use under granted debit balance or revolving credit,
    - b) minus accepted debits to the account and total blocked funds.

## Chapter 2. Purpose of the account

### § 3.

The account is used to dispose with the funds kept therein. In particular it enables:

- 1) keeping financial funds,
- 2) opening and holding accounts for term saving deposits,
- 3) executing cash settlements, except settlements related to pursued business activity,
- 4) obtaining a revolving credit,
- 5) making use of admissible debit account, subject to provisions § 19, § 20 item 4,
- 6) obtaining cards and using them,
- 7) using electronic banking services,
- 8) making use of other banking services offered by PKO Bank Polski SA within the scope of the account in compliance with separate terms and conditions.

### § 4.

1. An account is opened and held by branch offices of PKO Bank Polski SA for individuals with full legal capacity, subject to the provisions of § 5 item 2.
2. PKO Bank Polski SA opens accounts that may be held as individual or joint accounts. Joint accounts are opened and held for two Account Holders who have full legal capacity and are residents or two Account Holders who are non-residents within the meaning of the Foreign Currency Law, who have the same tax residence country and both have valid tax residence certificates, or neither of them has a valid tax residence certificate.

### § 5.

1. An account is opened after an agreement between PKO Bank Polski SA and a person applying for an account is concluded.
2. An Account Holder older than 13 years of age but younger than 18 years of age may enter into an agreement with a written consent of his/her statutory representative.

## Chapter 3. Powers of attorney to dispose with an account

### § 6.

1. An Account Holder of age may grant powers of attorney to authorise an individual with full legal capacity to dispose with the account.
2. A holder of the powers of attorney acting within the scope of the powers of attorney has the same rights and obligations as the Account Holder.

### § 7.

1. A permanent power of attorney to dispose with the account may be granted to not more than two persons.

2. A permanent power of attorney may be granted as:
  - 1) Unlimited powers of attorney – under which a plenipotentiary may place orders within the same scope as the Account Holder, subject to the provisions of § 8,
  - 2) Specific - under which a plenipotentiary may place orders in a branch office of PKO Bank Polski SA within the scope defined by the Account Holder in the provisions of the powers of attorney.

#### **§ 8.**

Unlimited powers of attorney do not include an authorisation to:

- 1) Place instructions in case of death,
- 2) Grant further powers of attorney,
- 3) Enter into revolving credit agreements,
- 4) Apply for a card to be issued,
- 5) Terminate or modify the agreement.

#### **§ 9.**

1. Powers of attorney are granted or amended in a form of a written declaration made by the Account Holder in relation to PKO Bank Polski SA.
2. Powers of attorney shall be amended through revoking of current powers of attorney and granting new powers of attorney.
3. Powers of attorney may be granted and revoked by mail, provided that the identity and hand written signature of the Account Holder are certified by:
  - 1) An authorised employee of PKO Bank Polski SA, or
  - 2) Polish notary, or
  - 3) Polish diplomatic mission or consular office, or
  - 4) A foreign bank correspondent of PKO Bank Polski SA, or
  - 5) A foreign notary, and an apostille is affixed to the document.

A certification of a foreign notary and an apostille should be translated into Polish by a sworn translator of the language concerned in Poland.

4. A branch office of PKO Bank Polski SA shall immediately provide the Account Holder with written notice on acceptance or rejection of the powers of attorney made by mail, and such notice should be sent to the last address notified by the Account Holder. PKO Bank Polski SA may reject powers of attorney if they do not fulfil the conditions defined in clauses 1-3 above.

#### **§ 10.**

1. Powers of attorney may be revoked by the Account Holder at any time.
2. A withdrawal of powers of attorney shall be effective in relation to PKO Bank Polski SA upon its notification by the Account Holder.

#### **§ 11.**

The power of attorney expires upon:

- 1) Termination of the agreement,
- 2) Death of the Account Holder or the Plenipotentiary. In such case the expiry shall be effective in relation to PKO Bank Polski SA as from a receipt of reliable information about the death.

### **Chapter 4.**

#### **Disposing with the account**

#### **§ 12.**

1. The Account Holder may dispose with the financial funds kept on the account up to the amount of available funds, taking account of daily limits defined by the Account Holder and daily card limits.
2. An Account Holder older than 13 years of age but younger than 18 years of age may dispose with the financial funds kept on the account on his/her own if it is not objected by his/her statutory representative.
3. A possibility to dispose with funds kept in the account and the possibilities of card using may be blocked by PKO Bank Polski SA if an objection referred to in clause 2 above is delivered to PKO Bank Polski SA.

#### **§ 13.**

1. In case of a joint account, every Co-Holder shall dispose with the funds kept on the account without restrictions and perform all activities under the agreement on his/her own including termination of the Agreement, subject to the provisions of clause 2 below.
2. An amendment of the provisions of the agreement requires a consent of all Account Co-holders.

3. Co-Holders shall be held jointly and severally liable under the agreement and issued orders.
4. In case of a death of one of the Account Co-Holders, the account shall continue to be a joint account provided that the other Co-Holder maintains the rights referred to in item 1 above.

#### **§ 14.**

1. Payment orders may be fulfilled in a cash or cashless form in compliance with separate legal provisions referred to in § 1 item 2 and 3.
2. PKO Bank Polski SA reserves a right to restrict the client's possibilities to dispose with funds kept on the account in a form of a failure to execute a transaction, freezing client's assets and blocking funds kept on the client's account in cases defined in the Act on counteracting money laundering and financing terrorism. In order to fulfil the obligations under this Act, PKO Bank Polski SA may demand from the Account Holder additional oral or written explanation or presentation of documents necessary for such order to be fulfilled.

#### **§ 15.**

1. An order shall not be fulfilled by PKO Bank Polski SA in case of:
  - 1) No rights to dispose with the account or funds kept on account,
  - 2) No free funds except proximity operations performed by means of a card,
  - 3) Non-compliance with a signature with the specimen signature card, except of orders in case of which a signature has been certified in the way defined in § 9 item 3,
  - 4) A decision issued by a competent entity that prohibits any disbursements to be made from the account,
  - 5) A failure to present a valid identity document or another instrument required by PKO Bank Polski SA in order to verify the Account Holder,
  - 6) Errors detected by PKO Bank Polski SA in a bank account number to which a given order refers,
  - 7) A failure to provide or an untimely delivery of documents on the basis of which an order it to be executed,
  - 8) No correct verification of the Account Holder in case of orders placed through electronic access channels.
2. The Account Holder may place orders concerning the account by mail, if they are signed in compliance with the specimen signature card provided to PKO Bank Polski SA and positively verified by PKO Bank Polski SA, subject to the provisions of clause 3 below.
3. A fulfilment of the condition of accuracy of signatures referred to in clause no 2 is not required if the identity of the Account Holder and his/her hand written signature is certified in the way defined in § 9 item 3.

### **Chapter 5.**

#### **Interest rate of funds kept on the account**

#### **§ 16.**

There may be interest payable on the funds kept on the account according to the principles defined in the agreement.

#### **§ 17.**

1. The interest rate of financial funds kept on the account in the duration of the agreement may undergo changes.
2. A change of the interest rate of financial funds kept on a PLN account may take place in any of the following circumstances:
  - 1) Change of any of the basis interest rates of the National Bank of Poland set by the Monetary Policy Council,
  - 2) Changes of the bank's reserve requirement set by the Monetary Policy Council,
  - 3) Changes of the interbank deposit rate - WIBOR 1M by more than 0.05 percentage point in relation to the value of such rate announced on any one of the previous 30 days.
3. PKO Bank Polski SA may change the interest rate referred to in clause 2 above within 6 month from an occurrence of any of the circumstances referred to in clause 2 above.
4. PKO Bank Polski SA publishes current interest rates to funds kept on an account without delay in a form of a Communication of PKO Bank Polski SA.
5. PKO Bank Polski SA obliged to inform the Account Holder without delay on changes of the interest rates referring to the agreement concluded with PKO Bank Polski SA through:
  - 1) a message sent to the Account Holder via electronic access channels or e-mail, if the Account Holder entered into an agreement on electronic banking services with PKO Bank

- Polski SA or declared a will to receive information via e-mail, or
- 2) provision of information on paper to the last address provided by the Account Holder, or
  - 3) in another way agreed with the Account Holder in the agreement.

#### § 18.

1. Interests due to the Account Holder and accrued on the funds kept on the account, if any, shall accrue from the date when the account is credited with funds to the day that precedes immediately the value date of account debiting and including this day. No interests shall accrue on funds paid to and disbursed from the bank account on the same date.
2. Interests accrued on the funds kept on the account shall be capitalised on monthly basis.
3. PKO Bank Polski SA shall charge and withheld lump personal income tax on the capitalised interests referred to in section 2 above according to the legal provisions in force on their capitalisation date.

### Chapter 6. Debit balance

#### § 19.

1. The Account Holder of age may place orders resulting in an establishment of admissible debit balance, unless the agreement provides otherwise, as from the first day of the next calendar month after the month when the first systematic receipt takes place, subject to the provisions of clause 2 below.
2. An admissible debit balance is granted if the Account Holder's credit rating is positive.
3. An amount of admissible debit balance is set as an average of monthly systematic receipts from the last three months that immediately precede the month of such balance calculation and it may not exceed the maximum amount set in the way defined in the agreement.

#### § 20.

1. Regardless of used amount of admissible debit balance, the admissible debit balance should be repaid within 30 days from its occurrence.
2. An amount equal to zero or higher on the account as of the end of a business day is deemed a repayment of admissible debit balance.
3. A necessary condition of further use of an admissible debit balance is its repayment within the meaning of clause 2 above.
4. If the Account Holder enters into a revolving credit agreement, he/she shall be prevented from use of an admissible debit balance.

#### § 21.

1. PKO Bank Polski SA shall charge interest on an admissible debit balance that occurs on the account according to variable interest rates defined for such type of balance and applicable in PKO Bank Polski SA in the period when an admissible debit balance exists, for a period from the value date of an operation resulting in an establishment of an admissible debit balance until the day immediately preceding the value date of receipt of funds on the account that liquidates such balance and including this date.
2. Interests accrued on an admissible debit balance are charged monthly from funds kept on the account.
3. Terms and conditions of interest rate changes in case of admissible debit balance are defined in the agreement.

#### § 22.

1. In case of an admissible debit balance PKO Bank Polski SA shall charge interests at a variable interest rate set by PKO Bank Polski SA for overdue liabilities resulting in an establishment of such balance.
2. Terms and conditions of interest rate changes in respect to inadmissible debit balance are defined in the agreement.

### Chapter 7. Revolving credit

#### § 23.

The Account Holder of age may have a revolving credit under a separate agreement.

#### § 24.

A volume of revolving credit is set individually for each Account Holder, taking account of:

- 1) Creditworthiness of the Account Holder,
- 2) Credit rating of the Account Holder.

#### § 25.

1. In case of a joint account, a revolving credit agreement is concluded with Co-Holders who shall be jointly and severally liable for repayment of the revolving credit.
2. In the case referred to clause 1 above, a revolving credit application shall be submitted by all Co-Holders.

## SECTION II

### ELECTRONIC BANKING SERVICES

#### Chapter 1. Providing access to electronic banking services

#### § 26.

1. The Account Holder obtains an access to electronic banking services upon conclusion of an agreement and activation of electronic access channels.
2. Upon a conclusion of an agreement, PKO Bank Polski SA shall activate all electronic access channels for the Account Holder and provide full level of access to the account.
3. It is possible for the Account Holder to change the access level as defined in item 2.
4. The Account Holder has a possibility to use an electronic box as from it is the moment it is made available by PKO Bank Polski SA.
5. With the Account Holder's consent, all correspondence between the Account Holder and PKO Bank Polski SA is sent to the electronic box.
6. At a written request of the Account Holder, PKO Bank Polski SA shall provide access to the account through electronic access channels to a plenipotentiary who has powers of attorney referred to in § 7 clause 2 item 1.

#### § 27.

After an activation of electronic banking services, the Account Holder:

- 1) Receives individual authentication instruments,
- 2) Uses the following authentication instruments:
  - a) Client's number or login,
  - b) password,
  - c) Single-use codes in a selected form that is allowed by PKO Bank Polski SA and defined on PKO Bank Polski SA's website ([www.pkobp.pl](http://www.pkobp.pl)).

#### § 28.

The information on the scope of services rendered within the scope of electronic banking, including information on the functionalities of an electronic box and notices are made available:

- 1) On PKO Bank Polski SA's website ([www.pkobp.pl](http://www.pkobp.pl)),
- 2) In another agreed manner.

#### § 29.

1. The Account Holder may use electronic banking services provided that he/she has technical equipment (e.g. computer, mobile devices, fixed line phone) and software necessary for cooperation with PKO Bank Polski SA, provided that however the most recent versions of internet search engine are recommended.
2. The requirements concerning technical equipment and software are published by PKO Bank Polski SA on its website PKO Bank Polski SA ([www.pkobp.pl](http://www.pkobp.pl)) and through the phone service centre.

#### § 30.

1. The Account Holder may receive notifications about events related to the account held and used electronic banking services through SMS, e-mails or in another agreed manner.
2. The Account Holder may use notifications provided that he/she activates a respective service offered by PKO Bank Polski SA.
3. Information on availability of notifications offered by PKO Bank Polski SA is available on PKO Bank Polski SA's website ([www.pkobp.pl](http://www.pkobp.pl)).
4. PKO Bank Polski SA shall inform on a possibility of notifications referred to in clause 1 above in the Communication of PKO Bank Polski SA.
5. The notifications referred to in clause 1 above shall not prejudice the obligation of PKO Bank Polski SA referred to in § 66.

## Chapter 2. Securing access to accounts

### § 31.

1. The security of orders placed through electronic access channels should be ensured by means of verification and authorisation.
2. PKO Bank Polski SA registers all phone conversations and records orders placed through electronic access channels.
3. Recorded orders serve as a proof that given order has been placed.

### § 32.

1. The Account Holder is obliged to log in and execute transactions through the electronic access channels on his/her own only, except as provided in § 26 clause 6.
2. The Account Holder is obliged to keep confidential all information that ensures safe usage of the account. In particular, the Account Holder is obliged not to disclose the Client number, single-use codes, passwords and personal information to third parties.
3. All orders placed in electronic form by a person that has been correctly verified are treated as orders of the persons authorised to make declarations.
4. The Account Holder is obliged to properly secure all tools and devices used for account handling and to protect them against malware or access of unauthorised parties, In particular while using:
  - 1) Legal software,
  - 2) Valid antivirus software and firewall,
  - 3) Most recent versions of browsers,
  - 4) Other solutions recommended by PKO Bank Polski SA as published at PKO Bank Polski SA's website ([www.pkobp.pl](http://www.pkobp.pl)).

## Chapter 3. Placing orders through electronic banking

### § 33.

1. The Account Holder may place orders on any day and at any time, provided that for the purpose of calculation of the maximum period of order execution, orders placed on a business day after the cut-off time defined by PKO Bank Polski SA or on a day free from work shall be deemed to be received on the first business day after the day when such order is placed.
2. The information on the cut-off time referred to in clause 1 above shall be published in the Communication of PKO Bank Polski SA.
3. Orders placed via electronic banking are fulfilled by PKO Bank Polski SA after PKO Bank Polski SA verifies the Account Holder and conducts authorisation depending on a type of order placed by the Account Holder.
4. If promptly after an order is placed, PKO Bank Polski SA notifies the Account Holder on a need of confirmation of a given order by phone, the transaction is deemed authorised when it is confirmed by the Account Holder.
5. If the order referred to in clause 4 above is not confirmed by the date specified in the information presented to the Account Holder after the order has been placed, the transaction is deemed to be unauthorised. PKO Bank Polski SA shall notify the Account Holder promptly through selected electronic access channels on orders in case of which no authorisation has been detected.

## SECTION III

### DEBIT CARD

#### Chapter 1. Card issue

### § 34.

1. A card is issued after an agreement between a Card Holder and PKO Bank Polski SA is concluded.
2. Without a reason the Card Holder may withdraw from the agreement in the part referring to the card within 14 days from a receipt of the first card, provided that no operation has been executed with such card. In case of a withdrawal, PKO Bank Polski SA undertakes to return the card issue fee, if it has been charged. The amount of the card issue fee may be reduced by all costs of production and dispatch of the card.
3. A card may be given to the Card Holder or a card user appointed by the Card Holder.
4. The Card Holder is obliged to notify PKO Bank Polski SA promptly on every change of his/her or card user's data.

5. The Card Holder shall apply for a card to a branch Office of PKO Bank Polski SA and deliver the card user's specimen signature in writing.
6. Possibilities of issuance of cards for users of PKO Bank Polski SA's cards are announced in a Communication of PKO Bank Polski SA.

### § 35.

Immediately after its receipt, a card should be signed (but not in print) by a person whose data are printed on a card. A signature on a card must comply with the Card Holder's or card user's specimen signature submitted to PKO Bank Polski SA.

### § 36.

The card belongs to PKO Bank Polski SA.

### § 37.

1. A card received by the Card Holder or card user is not active.
2. Use of the card depends on its activation in the way defined by PKO Bank Polski SA.

### § 38.

1. The validity period of a card is specified by month and year printed on its front. A card shall be valid to and including the last day of such month.
2. If the Card Holder fails to provide other orders not later than 45 days before the end of card validity period, a card shall be automatically renewed.
3. PIN for a renewed card shall not be changed.
4. A renewed card is not active. Provisions of § 37 clause 2 shall apply to its activation.

## Chapter 2. Safety principles

### § 39.

The Card Holder or a card user is obliged to:

- 1) Maintain the card and protect PIN with due care and in compliance with safety principles,
- 2) Nor to keep the card and PIN together,
- 3) Nor to keep the card and PIN in publicly accessible locations,
- 4) Report a loss, theft, appropriation, unauthorised use or destruction of the card are to immediately reported to PKO Bank Polski SA, pertaining to § 40,
- 5) Not to disclose the card and PIN to unauthorised parties,
- 6) Not to disclose the data stored on the card for other purposes that accomplishment of an operation, lodging a complaint or notifying card cancellation.

### § 40.

1. A loss, theft, appropriation, destruction or unauthorised use of the card should be immediately reported:
  - 1) By phone at the phone number specified on a card or in the information materials on the card,
  - 2) In person in any branch office of PKO Bank Polski SA,
  - 3) In another agreed manner.
2. A confirmation of acceptance of a notification of loss or destruction is confirmed by the fact that a PKO Bank Polski SA's gives her name and surname, date and time of report acceptance to the person who reports a loss or destruction in case of card damage.

### § 41.

PKO Bank Polski SA may demand from the Card Holder a written confirmation of loss of the card.

### § 42.

If a card is reported to have been lost but it is found, it may not be used and it should be immediately returned to PKO Bank Polski SA.

### § 43.

PKO Bank Polski SA shall replace a lost or damaged card with another one, unless the Card Holder decides otherwise.

### § 44.

1. The Card Holder is responsible for operations performed by persons, who were given the card by the Card Holder or card user, data printed on the card or to whom PIN was disclosed.
2. Until the time when a card is reported to have been lost, the Card Holder is responsible for financial obligations that arise in result of operations made by means of a lost card up to PLN equivalent of EUR 150.00. Such limit is not applicable in case of operations that were performed due to the Card Holder's or card user's fault, pertaining to clause 4 below, in particular

when they fail to fulfil the obligations defined in § 39 or if they fail to question transactions presented in the bank account statement or errors or other inaccuracies in settlements by the date defined in § 54 item 7.

3. Since the time when a card is reported as lost, PKO Bank Polski SA shall accept all financial obligations arising in result of operations made by means of a lost card, subject to the provisions of clause 4 below.
4. The Card Holder shall be held liable for entire amounts of unauthorised operations if they were intentionally performed by hi/her or in result of intentional or resulting from gross negligence breach of at least one obligation referred to in § 39 and § 40.
5. The equivalent referred to in clause 2 above shall be calculated according to the average EUR exchange rate published by the National Bank of Poland on the date of such operation.

### **Chapter 3. Use of a card**

#### **§ 45.**

A card may be used only by a person whose data are printed on the card.

#### **§ 46.**

A card may be used in Poland and abroad at merchants', bank offices and in ATM's and other self-served devices marked with an approval sign printed on the card.

#### **§ 47.**

A card is used for:

- 1) Cash disbursements in ATM's and bank offices marked with an approval sign printed on the card,
- 2) Making payments for goods and services, subject to the provisions of item 4,
- 3) Using other services that are available with a card,
- 4) Performing transactions through the Internet, by phone or in writing as from the date announced in the Communication of PKO Bank Polski SA.

#### **§ 48.**

1. Card operations may be performed up to the limit of daily card limits: cash disbursement, payment operations or online operations, while taking account of available funds.
2. Proximity operations by means of a card equipped in the proximity function may be performed up to the amount of the card limit for proximity operations without taking account for funds available on the account.
3. Online operations may be performed up to the daily limit of online operations, while taking account of available funds. As from the date notified in the Communication of PKO Bank Polski SA, online operations are to be limited with a daily limit of online operations, while taking account of available funds.

#### **§ 49.**

1. The volumes of individual card limits is set by PKO Bank Polski SA.
2. At a request of the Card Holder, PKO Bank Polski SA may introduce changes to the daily card limits of: cash disbursement, payment operations or a limit of online operations within the limited defined in the Communication of PKO Bank Polski SA.

#### **§ 50.**

1. While performing an operation, the Card Holder or card user is obliged, while requested by the person execution such operation, to show an identify document, except of operations performed without physical presentation of a card.
2. Every payment operation executed in result of physical use of the card is confirmed with a respective terminal slip issued by a point of sales accepting a card payment. A payment slip should be signed by the Card Holder or card User, unless an operation is confirmed with PIN number or performed in self-service payment terminal without a need to confirm it with PIN number or signature or in form of a proximity operation.
3. The Card Holder shall confirm an order of operation in one of the following ways:
  - 1) By means of a PIN code – in ATMs and electronic terminals,
  - 2) By means of a signature on a terminal slip,
  - 3) Providing required data, e.g. card number, its expiry date,
  - 4) Moving a card equipped with proximity function to an electronic terminal equipped with proximity reader in order to execute an operation,

- 5) Physical use of a card in a self-service payment terminal without a need to confirm it with PIN number or a signature.
4. In order to control settlements, the Card Holder is obliged to keep documents confirming the operations listed below until he/she received and checks information on a statement of operations:
  - 1) A confirmation of operation execution,
  - 2) A confirmation of a rejection of an operation,
  - 3) A confirmation of cancellation of an operation,
  - 4) A confirmation of a discretionary transaction (return of goods).

#### **§ 51.**

1. If an inadmissible debit balance occurs, PKO Bank Polski SA has a right:
  - 1) Not to issue another card,
  - 2) To suspend the use of the card on permanent or temporary basis, and PKO Bank Polski SA shall inform the Card Holder immediately in an agreed manner.
2. If PKO Bank Polski SA becomes aware of any unauthorised operations executed by means of the card, it shall cancel the card and replace it with another free of charge card with a PIN number.
3. If PKO Bank Polski SA becomes aware of any unauthorised operations executed by means of the card, it has a right to temporarily suspend the possibility of using the card.
4. In case referred to in clause 3 above, PKO Bank Polski SA attempts promptly to explain the reasons of card suspension with the Card Holder or card user.
5. If the Card Holder or card user cannot be contacted upon a threat of possible unauthorised operations to be performed by means of the card, PKO Bank Polski SA shall cancel the card and replace it with another free of charge card with a PIN number.

### **Chapter 4. Principles of operation settlements**

#### **§ 52.**

1. All operations are debited from the account on the date they are executed.
2. The Card Holder is obliged to ensure funds on an account to cover the liabilities incurred in result of operations executed with a card.

#### **§ 53.**

1. Foreign currency operations, in case of currencies for which an exchange rate table is kept by PKO Bank Polski SA, shall be converted into PLN from the operation currency at the agreed sell exchange rates applicable on the date of the operation.
2. Foreign currency operations, in case of currencies for which an exchange rate table is not kept by PKO Bank Polski SA, shall be converted into EUR at the exchange rates and according to the principles applied by the payment organisation whose approval sign is printed on a card, and then they shall be converted into PLN in compliance with item 1.

## **SECTION IV**

### **FINAL PROVISIONS**

#### **Chapter 1. Lodging and examining claims, complaints and requests**

#### **§ 54.**

1. The Account Holder may lodge a claim, complaint or request to PKO Bank Polski SA in respect to bank products or services, verbal or written, subject to the provisions of clause 3:
  - 1) In branch offices of PKO Bank Polski SA,
  - 2) In agency offices of PKO Bank Polski SA,
  - 3) By mail,
  - 4) Via e-mail,
  - 5) Through the website service,
  - 6) Through a consultant in phone customer service.
2. Phone numbers, e-mail addresses or addresses to which claims, complaints or requests may be sent by the Account Holder are available at the website ([www.pkobp.pl](http://www.pkobp.pl)) and in branch offices of PKO Bank Polski SA.
3. Having detected any irregularities referring to card operations, the Account Holder or a card user may lodge a claim. A claim should be lodged in writing for each operation challenged separately, on a form provided by PKO Bank Polski SA and all information in such form such be completed. Copies of documents confirming reasonableness of such claim should be attached to such claim.

4. A claim should contain in particular the information on the Account Holder, data of an event and description of objections or irregularities, as well as a explicit presentation of the claim.
5. In case of complaints referring to operations executed with a card that was reported to have been lost, the Card Holder should report a crime to the law enforcement agency and confirm a loss of a card in writing on a respective form.
6. All documents, including documents listed in clause 5 above, that serves as ground for an examination of a claim or complaint should be attached to a claim or complaint by the Account Holder or sent by fax, e-mail or mail (if claim is reported by phone).
7. Complaints concerning a failure to fulfil or undue fulfilment of orders referred to in § 14, § 33 and § 47 clauses 1 and 2 should be lodged by the Account Holder promptly, but not later than within 13 months from the date of its execution, or from a date in which such unfulfilled order was to be fulfilled.
8. If a claim or complaint is lodged by the Account Holder in respect to other issued than defined in clause 7, the period of 13 months shall not apply.
9. If a complaint referred to in clause 7 above is not lodged within 13 months, its shall expire.
10. PKO Bank Polski SA examines claims promptly, that is in a period not longer than 30 days. If it is not possible to examine a complaint in such period, PKO Bank Polski SA shall inform the Card Holder or card user on the planned date of reply.
11. When a claim or complaint has been examined, the Account Holder is to be informed on its result in writing or in another way agreed with PKO Bank Polski SA, e.g. by phone, via e-mail or personally in a branch office.
12. In case of banking products and services the Account Holder is entitled to refer a case to Municipal and Poviast Consumer Ombudsmen, and in case of insurance products – to the Insurance Ombudsman.
13. The Account Holder may also apply for the Bank Consumer Arbitration in cases falling within the scope of its competence, for arbitrary resolution of a dispute resulting from the concluded agreement.

#### **§ 55.**

1. In case of claims in respect to card operations, PKO Bank Polski SA may credit an account with the amount resulting from a claim operation and any charges and fees due as for the date of the operation, after a claim is initially examined.
2. If a claim is not accepted fully or in part after the claim examination process, PKO Bank Polski SA has a right to debit the account with the amount of the operation and related charges and fees as from the date of their crediting referred to in clause 1.

### **Chapter 2. The principles of charging bank rates and fees and public-law liabilities**

#### **§ 56.**

1. PKO Bank Polski SA charges bank fees and charges in compliance with the Specification for activities related to account keeping, sending notifications and other activities.
2. The Account Holder may specify an account for the purpose of settlements of charges and fees related to services related to other accounts held with PKO Bank Polski SA by the Account Holder.
3. All due fees and charges shall be PKO Bank Polski SA shall be debited from the account, taking into consideration the provisions of clause 4 below.
4. If there are no funds available on an account, debiting:
  - 1) Fees and charges or
  - 2) Income tax withholding and health insurance contributions from foreign pensions and sick pensions disbursed by PKO Bank Polski SA
 May result in an inadmissible debit balance.
5. The liabilities referred to in clause 4 above shall be repaid by the first receipts to the account.
6. If an account has been closed, an account maintenance fee, subscription fees and card fees are charged proportionally to the number of days of the agreement duration.
7. A Specification is delivered to the Account Holder on the day when the agreement is signed, and a valid Specification is always available:
  - 1) In branch offices of PKO Bank Polski SA,
  - 2) In agencies of PKO Bank Polski SA,
  - 3) On PKO Bank Polski SA's websites ([www.pkobp.pl](http://www.pkobp.pl)),
  - 4) In the customer internet service,
  - 5) In the customer phone service.

#### **§ 57.**

1. Bank fees and charges may be changed, subject to the provisions of clause 2.
2. Bank fees and charges are set, taking into account:
  - 1) Changes in the inflation rate that are announced publicly by the Central Statistical Office,
  - 2) Growing costs of account handling and related services due to changes in prices of energy, telecom connections, post office services, interbank settlements, changes of fees paid to intermediation companies cooperating with PKO Bank Polski SA and in results of introduction of new legal provisions,
  - 3) Costs of new services that extend the scope of account.
3. Regardless of a notification referred to in § 58 clause 3, current banks fees and charges and their amounts are published in the way defined in § 56 clause 7.

### **Chapter 3 Amendments of the provisions of the Regulation and changes in the Specification of Rates**

#### **§ 58.**

1. PKO Bank Polski SA reserves a right to amend the Regulation or change the Specification, subject to clause 2.
2. Subject to the provisions of § 17, the Regulation is amended in case of:
  - 1) Changes in binding legal provisions,
  - 2) Changes in the scope or form of services rendered under the agreement,
  - 3) A need to adjust the Regulation to the consumer protection requirements.
3. The information on amendments to or changes in the Regulation and the Specification, together with the date on which they enter into force, shall be delivered to the Account Holder in the way agreed with him/her, not later than 2 months before their proposed date of entering into force, through:
  - 1) An electronic message delivered to the Account Holder via electronic access channels, e-mail, through the websites of PKO Bank Polski SA or
  - 2) In a paper form – delivered to the last address notified by the Account Holder.
4. If the Account Holder neither terminates the agreement nor objects the amendments to or changes in the Regulation or the Specification before the proposed date of their entering into force, the amendments to or changes in the Regulation or the Specification are deemed to have been accepted and they shall be effective as from the date defined in the information sent to the Account Holder by PKO Bank Polski SA.
5. While informing about changes referred to in clause 1, PKO Bank Polski SA shall also notify the Account Holder that:
  - 1) If the Account Holder does not object the amendments to or changes in the Regulation or the Specification in writing to PKO Bank Polski SA. before the proposed date of their entering into force, such amendments to or changes in the Regulation or the Specification shall be effective as date defined in the information sent to the Account Holder,
  - 2) Before the date when such amendments to or changes in the Regulation or the Specification enter into force, the Account Holder has a right to terminate the agreement with immediate effect and without any fees,
  - 3) If the Account Holder lodges an objection referred to in clause 1, but does not terminate the agreement, the agreement shall expire on the day preceding immediately the date when such amendments to or changes in the Regulation or the Specification enter into force, without any fees.

### **Chapter 4. Termination of the Agreement**

#### **§ 59.**

- The agreement shall be terminated if:
- 1) It is terminated by the Account Holder or by PKO Bank Polski SA upon the end of the period of notice,
  - 2) Upon the end of the duration of the agreement, subject to the provisions of § 58 clause 5 item 2 and item 3.

#### **§ 60.**

1. The Account Holder, and in case of an account held for a person older than 13 and younger than 18 years of age – the Account Holder with consent of his/her statutory representative, may terminate the agreement at any time and without a reason.
2. The period of notice is one month and it starts running from the date when a letter of termination is delivered to a branch office

of PKO Bank Polski SA, subject to the provisions of § 58 clause 5 item 2 and item 3.

3. The parties may agree on a shorter period of notice than defined in clause 2 above.

#### § 61.

1. While terminating the agreement, the Account Holder should define the way in which the balance of the account should be disposed with.
2. After a termination of an agreement no interests shall accrue on the funds for which no instruction referred to in clause 1 above has been provided.

#### § 62.

1. In case of a termination of the agreement, by the end of the period of notice the Account Holder is obliged to:
  - 1) Repay the entire debt with interests due, fees, charges and costs,
  - 2) Return all cards issued under the account to a branch office of PKO Bank Polski SA.
2. If the Account Holder fails to return cards issued under the account by the date referred to in clause 1, PKO Bank Polski SA shall cancel the cards.
3. A termination of the agreement does not release the Account Holder from the obligation of settling all financial obligations resulting from the use of cards.

#### § 63.

1. A resignation from all cards issued under the account that is submitted by the Account Holder is equal to the termination of the agreement in the part referring to the cards.
2. A resignation from a renewal of all cards issued that is submitted by the Account Holder is equal to the termination of the agreement in the part referring to the cards. The agreement in the part referring to the cards shall be terminated upon the expiry of the card with the longest period of validity.
3. PKO Bank Polski SA may terminate the agreement due to important reasons only, in case:
  - 1) No turnover on the account for a period of 6 months, other than periodical accrual of interests and their disbursement,
  - 2) No receipts on the bank account for a period of 3 months from an opening of the account,
  - 3) Inadmissible debit balance and a failure to pay the dues under the agreement,
  - 4) When PKO Bank Polski SA cease to render services defined in the agreement or offer a product,
  - 5) The Account Holder's failure to comply with the terms and conditions referred to in § 4 clause 1,
  - 6) If an account is used for the purpose of introduction of assets to the market from illegal or undisclosed sources or financing of terrorism,
  - 7) If the Account Holder provides information that does not comply with factual or legal circumstances that make it impossible to continue to hold the account.
4. In cases referred to in clause 3 above, the period of notice shall be two months, subject to the provisions of clause 5.
5. PKO Bank Polski SA terminates an agreement in writing and specifies reasons of such termination.
6. A termination of an agreement due to the reasons referred to in clause 3 above entails simultaneous termination of a revolving credit agreement.

### Chapter 5 Other provisions

#### § 64.

Without any separate consent of the Account Holder PKO Bank Polski SA has to charge – in form of a deduction of receipts on an account and funds kept on an account and funds kept on other current savings accounts held for the Account Holder, the dues related to:

- 1) inadmissible debit balance and overdue payments related to:
  - a) bank fees and charges,
  - b) interests,
  - c) operations performed by means of cards,
  - d) revolving credit,
  - e) other credit granted by PKO Bank Polski SA,
- 2) income tax withholding and contribution to the state health insurance fund debited by PKO Bank Polski SA from pensions and sick pension received from abroad,

#### § 65.

1. If inadmissible debit balance is established on an account and related overdue liabilities, PKO Bank Polski SA may take the following steps in relation to the Account Holder in order to notify him/her about overdue liabilities and recover them, such as sending letters (notifications, letters of reminder, taking account of the provisions of clause 2.
2. PKO Bank Polski SA reserves a right to perform other activities than specified in clause 1 above, such as:
  - 1) Sending text messages to mobile phones,
  - 2) Making phone calls,
  - 3) Visiting clients.
3. In case of activities referred to clause 1 and clause 2 above, PKO Bank Polski SA has a right to charge the Account Holder:
  - 1) twice – with a fee for letters sent by post (regardless of a number of addressees only one fee for the first dispatch of letters and one fee for the second dispatch of letters is to be charged plus the costs of postal fees born by PKO Bank Polski SA in case of a letter sent to each of the addressees),
  - 2) once – with a fee for a visit,
  - 3) once – with a fee for SMS messages sent to a mobile phone,
  - 4) twice – with a fee for phone calls,
4. PKO Bank Polski SA may perform the activities referred to in clauses 1 and 2 in the periods that offer a chance to the Account Holder to pay promptly the funds to cover the overdue liabilities.
5. A repayment of overdue liabilities results in the fact that the further activities referred to in clauses 1 and 2 above shall not be performed.
6. If after the liabilities referred to in clause 4 are repaid, new liabilities related to inadmissible debit balance occur, PKO Bank Polski SA may against start performance of the activities referred to in clauses 1 and 2 above and again it has a right to charge the Account Holder with the fees for such activities.
7. Fees for the activities listed in clauses 1 and 2 above shall be charged by PKO Bank Polski SA according to the rates defined in the Specification.

#### § 66.

1. Operations performed on bank accounts are confirmed with bank statements delivered to Account Holder in the way agreed with him/her.
2. The Account Holder is obliged to check the correctness of operations and the account balance on regular basis.
3. Until the time when the Account Holder receives information on a change of an account balance, an operation that was incorrectly recorded by PKO Bank Polski SA may be corrected.

#### § 67.

1. PKO Bank Polski SA shall send all letters, including declarations and notifications of PKO Bank Polski SA, to the last address which has been notified by the Account Holder.
2. Information on the possibilities to contact PKO Bank Polski SA is presented on the website ([www.pkobp.pl](http://www.pkobp.pl)) and in the Information Catalogue of PKO Bank Polski SA that is available in the branch offices of PKO Bank Polski SA.

#### § 68.

In case of any change of information required for a conclusion of the agreement, in particular such information as an address of residence, correspondence address, names, surname, series and number of identity document, phone number, e-mail address or in case of a loss of identity document, the Account Holder is obliged to notify PKO Bank Polski SA about it in writing or in any other form allowed by PKO Bank Polski SA.

#### § 69.

1. The Account Holder with full legal capacity may place an instruction in PKO Bank Polski SA to be fulfilled in case of his/her death for the benefit of persons listed in the Banking Act.
2. Such instruction to be fulfilled in case of his/her death may be cancelled or changed any time.

#### § 70.

A reimbursement of costs of the Account Holder's funeral shall be paid to the person for which invoices have been issued, provided that the following documents are presented:

- 1) Death certificate of the Account Holder,
- 2) Original copies of invoices that define the amount of costs that has been borne by such person.



### **§ 71.**

Provisions of §§ 69 and 70 do not refer to joint accounts.

### **§ 72.**

Financial funds kept on savings and checking accounts with PKO Bank Polski SA are guaranteed by the Bank Guarantee Fund within the scope defined in the Act on the Bank Guarantee Fund. The detailed information on the applicable system of guarantees of financial funds kept on bank accounts is available at the website of ([www.pkobp.pl](http://www.pkobp.pl)) and [www.bfg.pl](http://www.bfg.pl), and in the branch offices and agency offices of PKO Bank Polski SA.

### **§ 73.**

1. Polish language shall be the language of the relationships between PKO Bank Polski SA and the Account Holder.
2. The competent legislation for the conclusion and execution of an agreement concluded in compliance with this Regulation is the Polish law.
3. The courts of competent jurisdiction to resolve disputes resulting from an agreement shall be determined in compliance with legal provisions.
4. PKO Bank Polski SA is supervised by the Polish Financial Supervision Authority.