

# TERMS AND CONDITIONS OF CASH TRANSACTIONS IN DOMESTIC TRANSACTIONS AT PKO BP SA BANK



Bank Polski

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## Section 1

### GENERAL PROVISIONS

#### § 1.

1. The "Terms and conditions of payment order in domestic transactions at PKO BP SA Bank", hereinafter referred to as "Terms and Conditions" defines the principles and mode of payment execution in domestic transactions by the Powszechna Kasa Oszczędności Bank Polski Joint Stock Company hereinafter called "the Bank " and the rights and responsibilities of the Bank Customer.
2. The cash transactions referred to in paragraph 1 consist in the Customers payment orders execution by the Bank and represent cash and cashless transactions related to crediting and debiting:
  - 1) in PLN and currencies convertible for the accounts run within the Bank,
  - 2) in PLN for other domestic banks.
3. The settlements referred to in paragraph 2 include cash payments and withdrawals, including the form of standing orders and transfers predefined between accounts held at the Bank in PLN and foreign currencies, to other domestic banks in the PLN and direct debits.
4. If there are any restrictions on the accounts referred to in paragraph 3, the detailed scope is defined in the Bank Announcement, referred to in paragraph 2, item 5.
5. Rules and methods of payment orders execution in foreign exchange transactions are determined by the terms and conditions of payment order in foreign exchange transactions at PKO BP SA Bank.

#### § 2.

The terms and definitions used in these Regulations shall apply to:

- 1) **Recipient's bank** - bank running the Recipient's bank account, executing the payment order settlement with the Recipient,
- 2) **Payer's bank** - bank running the Payer's bank account, executing the payment order settlement with the Payer,
- 3) **business day** - the day on which respectively the Payer's bank or the Beneficiary's bank participating in the payment order execution operates to execute the required payment,
- 4) **Customer** - resident or non-resident within the meaning of the Foreign Exchange Act, using the services provided by the Bank in implementing payment orders in domestic transactions,
- 5) **PKO BP SA announcement** - an additional information for Customers, presented in bank's branches and agencies and published at the Bank's website - [www.pkobp.pl](http://www.pkobp.pl)
- 6) **RIN** - 10-digit Recipient Identification Number, assigned by the National Clearing House, enabling recipients not holding a Taxpayer Identification Number (NIP), the use of settlements in the form of a payment order,
- 7) **Beneficiary** - natural person, legal person or organizational unit without legal personality, provided it has legal capacity, which is a recipient of funds which are the subject of the payment order,
- 8) **Beneficiary** - natural person, legal person or organizational unit without legal personality, provided it has legal capacity, the bank account of which is debited with the amount of the payment order,
- 9) **transfer order** - payment order for debiting a specific amount of the Principal's account and crediting the Recipient's bank account with this amount.
- 10) **direct debit** - payment order in PLN initiated by the Recipient for debiting the Payer's account with a specified amount and crediting Recipient's account with this amount, on the basis of Payer's written consent to do so,
- 11) **Tariff** - Tariff of fees and charges of the Bank,
- 12) **negotiated transaction** - negotiated immediate or forward transaction of foreign exchange of convertible currencies, whose realization is governed by separate regulations concerning the conclusion of this transaction, by which an individual exchange rate is being set, hereinafter referred to as the "negotiated rate":

- a) of foreign currency convertible for another convertible currency purchase or sale (cross rate), or
- b) of foreign currency convertible for PLN purchase or sale,
- 13) **consent** – Payer's consent for debiting his bank account in contractual terms, being the Recipient's basis for payment orders issuance in respect of certain obligations,
- 14) **payment order** – Principal's order on the basis of which the Bank shall execute cash settlements for domestic transactions,
- 15) **Principal** - natural person, legal and organizational unit without legal personality, provided it has legal capacity, commissions the Bank to execute a payment order execution on its behalf,
- 16) **payment order amount return** – Principal's order to reimburse the amount of the payment order executed.

#### **I. Acceptance and execution of the payment order by the Bank**

##### **§ 3.**

Transactions performed using debit cards are executed in accordance to the conditions specified separately in this scope for the Customer, subject to paragraph 17 items 1 and 2 and paragraph 18 item 1 point c.

##### **§ 4.**

1. The condition to be met for the payment order acceptance at the Bank, the execution of which is connected with the account's or funds' available at the account disposal is entitlement of the Principal to the disposal of this account or the funds available on it, in accordance to the rules determined in the bank account agreement or other separate agreement.
2. Putting a signature on the filled payment order form means an authorisation granted to the Bank by the Principal for the execution of the payment order by the Bank, subject to paragraph 3.
3. In case of a payment order request submitted in electronic form – separate rules for authorisation apply, in accordance to the agreement concluded by the Principal with the Bank, regulating the provision of electronic banking services.
4. The Bank shall identify the Recipient in favour of which the payment order is executed and executes this payment order exclusively on the basis of the Recipient's bank account number in NRB structure (accordant to the requirements specified in the Order of the President of the Polish National Bank on the method of numbering bank accounts operated by banks) provided in the payment order.
5. Recipient identification, referred to in paragraph 4 means, that the Bank shall not verify the Recipient's data provided in the payment order against the data of the determined account's Holder and executes the payment order only on the basis of account number, referred to in paragraph 4.
6. The Bank shall refuse to execute a payment order in case of:
  - 1) situation when the Principal is not entitled to dispose the account or funds at the account,
  - 2) an order issued by an authorized body, forbidding transactions performance at the account,
  - 3) lack of documents required due to the kind of submitted payment order,
  - 4) determination, that the provided Recipient's bank account fails to meet the requirements specified in paragraph 4,
  - 5) order submitted in an incomprehensible, illegible, unstable or inconsistent with the contents of form fields manner,
  - 6) lack of the data required,
  - 7) incompatibility of the amount entered in words with the amount entered digitally,
  - 8) incompatibility of the signature or company seal (provided that the Principal uses such a seal ) put on the payment order with the signature or company model owned by the Bank,
  - 9) lack of authorisation referred to in paragraph 3,
  - 10) incompatibility of the data contained in the form with the data contained on an electronic media carrier,
  - 11) the amount of funds available at the Principal's bank account is not sufficient to cover the amount of the payment order and the amount of fees and charges applicable, subject to paragraph 33 point 2.
7. If the conditions necessary for the execution of the payment order fail to be met, the Bank shall notice the Principal immediately on the refusal of payment order execution, causes of such refusal and – where applicable – on the way to correct the deficiencies in a way determined by the agreement or terms and conditions of the account, unless such an information would break the general rules of the law.
8. The Principal, being an account Holder, may receive a notification on the refusal of payment order execution through

text message communication, electronic banking service, and e-mail message or in other way settled with the Bank.

9. If the payment order request was submitted at the branch or an agency of the Bank, the information referred to in paragraph 7 is immediately communicated to the person submitting the payment order.
10. If the refusal of payment order execution is justified, Bank shall collect a fee or a charge for such a notification in accordance to the Tariff, subject to the case described in paragraph 9.
11. The Bank shall provide the Principal with a confirmation of such an order receipt for execution immediately after receiving the payment order. It shall contain in particular:
  - 1) information enabling the Principal to identify the order,
  - 2) information, submitted by the Principal, on the Customer being the other party of the order,
  - 3) payment order amount in the currency determined in the payment order together with the exchange rate – if applicable – and the payment order amount after conversion,
  - 4) total amount of fees and charges deductible form the Principal and – if applicable – detailed amounts included in fees and charges,
  - 5) date of the payment order receipt.
12. If it is not possible to include all the data referred to in paragraph 11 in the payment order acceptance for execution confirmation provided to the Principal, it shall contain the data available at the moment.
13. Bank shall provide the information on the payment orders executed periodically, in accordance with the account agreement conditions.

#### **II. Customer responsibility for the payment order submission**

##### **§ 5.**

The Principal is responsible for the effects of providing incomplete or erroneous data in the payment order, including the effects resulting from provision of an erroneous bank account number which is to be debited or credited in accordance to the payment order.

#### **III. Banks responsibility for the payment order execution**

##### **§ 6.**

1. The Bank shall be responsible for failure or incorrect execution the payment order for reasons attributable to the Bank and agencies of the Bank, subject to paragraphs 3 and 15.
2. The Bank, acting as Principal's bank, shall not bear the responsibility referred to in paragraph 1 if it's able to prove, that the account of the recipient's bank was credited, in accordance to the paragraph 17 point 5 or paragraph 22 points 2 and 3.
3. Bank shall not be liable in case of failure or incorrect execution the payment order for reasons attributable to the legal conditions or circumstances treated as force majeure in the polish law.
4. If an incorrect unique ID was determined by the Principal for a payment order referred to in paragraph 4 point 4, the Bank shall not be responsible for lack of or an improper execution of the payment order.
5. At Principal's request, referred to in paragraph 4, the Bank shall take actions to recover the payment order amount.
6. The Bank shall charge the Principal for the recovery of funds referred to in paragraph 5 with a fee accordant to the Tariff.

#### **IV. Cancellation of the payment order execution**

##### **§ 7.**

1. The Principal may resign of the execution of payment order execution, without incurring any costs until the end of the day before the day of its execution by the Bank, having regard to paragraph 2.
2. If the Bank's technical possibilities allow it, the Principal may cancel the payment order execution even on the day of its execution by the Bank without incurring any costs.
3. If the Principal's cancellation of payment order execution takes place after the deadline referred to in paragraph 1, the Bank shall collect a fee or a charge for the performance of such cancellation in accordance to the Tariff.

#### **V. Settlement of the payment order**

##### **§ 8.**

1. In case of a payment order into an account within the Bank, the Bank makes them available to the Recipient immediately after the order funds receipt, subject to the terms and conditions for negotiated transactions, in case of which Customer notification

on the possibility of a negotiated transaction conclusion is considered as making the funds available.

2. The Bank shall transfer the full amount of the payment order received to the Beneficiary, and the fees and charges due to the Bank shall be collected separately, without any deductions on the payment order amount.

#### **§ 9.**

1. If the settlement is executed in a currency other than the currency of the executed payment order, exchange rates published in the PKO BP SA exchange rate Table applicable at the moment of the payment order receipt shall be used for its settlement, subject to paragraphs 4 and 5.
2. In case referred to in paragraph 1, the Bank shall use the exchange rates :
  - 1) for a non-cash settlement - accordingly buying rate or seller's rate of foreign exchange,
  - 2) for a cash settlement - accordingly buying rate or seller's rate of foreign exchange of currency,
3. For the settlement of the fees and charges collected by the Bank while settlements referred to in paragraph 1, the provisions of the paragraph 2 are used accordingly.
4. Bank exchange rates may change during the business day and shall be announced in the current exchange rates table of PKO BP SA, available at branches of the Bank and at the Bank's website ([www.pkobp.pl](http://www.pkobp.pl)).
5. If a negotiated transaction was concluded for the payment order, the negotiated currency exchange rate shall be applicable for the payment order amount settlement.
6. Execution of a negotiated transaction shall take place on the basis of an agreement, concluded between the Bank and the Principal or the Beneficiary on the execution of a convertible currency conversion negotiated transaction in the Bank and in accordance to separate regulations, concerning conclusion and execution of these agreements.

### **VI. Payment order funds return**

#### **§ 10.**

1. If the Principal submitted a request of a payment order funds return at the Bank after:
  - 1) Execution of the payment order, so after the financial funds transfer to another bank, the Bank shall return the funds to the Principal if they would be returned to the Bank from another bank and in an amount returned by that bank, subject to paragraphs 3 and 34.
  - 2) Order settlement with the Beneficiary at the Bank (funds transmission to the Beneficiary) - Bank shall return the funds in case of obtaining Beneficiary's consent for their return, containing an authorisation for the Bank to charge the Recipient's account with the amount returned, subject to paragraphs 3 and 34.
2. In cases referred to in paragraph 1, the Bank shall take not return the fees and charges charged to the Principal for the initial payment order execution.
3. The return conditions listed in paragraph 1 shall not apply for the payment orders failed or executed improperly for reasons attributable to the Bank and agencies of the Bank.

#### **§ 11.**

1. Return of the financial funds to the Principal is made into the bank account debited as a result of the primary payment order, subject to paragraph 2.
2. In case is the account referred to in paragraph 1, the return of financial funds shall take place into another bank account determined by the Principal, or in the form of cash withdrawal.

#### **§ 12.**

1. In case if another bank, that transmitted funds to the Bank under its Customer payment order, turns to the Bank with a request for their return, the Bank shall return the funds if the payment order was not yet settled with the Beneficiary (the funds were not transferred to the Beneficiary).
2. If the payment order was already settled with the Beneficiary at the Bank (the funds were not transferred to the Beneficiary) - Bank shall return the funds in case of obtaining Beneficiary's consent for their return, containing an authorisation for the Bank to charge the Recipient's account with the amount returned.
3. The Bank may credit or debit an account with an independently kept amount for the purposes of improperly registered transactions correction without calling the Account Holder and without obtaining account Holder's separate order to, provided that debiting shall not cause a debit balance on that account.

### **VII. Unauthorized, not executed and improperly executed payment order**

#### **§ 13.**

1. If the Customer finds a payment order executed by the Bank unauthorised not executed or improperly executed, the Customer being a consumer within the meaning of the Civil Code may submit a notification at the Bank on this payment order within 13 months calculated from the day of account debit or from the day of this payment order execution in case if the Customer didn't use the account since the day when the payment order was to be executed.
2. Customer not being consumer - should submit a notification on such a transaction at the Bank within the term settled in the bank account agreement.
3. The Bank shall accept such notifications in the form of:
  - 1) written, submitted personally, by post or electronically,
  - 2) oral, submitted in a personal or phone contact with the Bank employee,
4. Phone numbers and e-mail addresses of the Bank are available at the [www.pkobp.pl](http://www.pkobp.pl) website and in the branches.
5. Notifications may be submitted in any form determined in the paragraph 3, subject to notifications for which the way and form of submitting is determined by agreements and terms and conditions.
6. The notification should particularly include: Customer data, date of the payment order in question and description of the reservations made.

#### **§ 14.**

1. The copies of the documents confirming the notification legitimacy should be attached to the notification if possible.
2. The Bank may return to the person submitting notification with a request of additional explanations on the event described in the notification, and a request for provision of additional documents to prove the notification legitimacy.
3. The Bank shall consider the notification:
  - 1) within 14 business days from its receipt by the Bank if the case does not require additional explanations,
  - 2) within 30 business days from its receipt by the Bank if the case does require additional explanations,
  - 3) in exceptional cases, in particular because of the complexity of the case and the need for further explanation, when the time limit specified in paragraph 2 cannot be met, consideration of the application deadline shall be 90 calendar days,
4. If the term of the notification considering referred to in paragraph 3 point 1 is impossible to met, the Bank shall inform the Customer on extending the deadline for answer, stating the cause, circumstances requiring further clarification and the expected date of notification consideration.

#### **§ 15.**

If the notification submission deadline has passed, the Bank shall refuse to consider it.

#### **§ 16.**

1. After carrying out an investigation procedure and finding the notification justified, the Bank shall immediately transfer the amount subject to unauthorised, improper or not executed payment order at the disposal of the Customer in accordance to paragraphs 9 and 11.
2. If the payment order was executed from or to a bank account, the Bank shall return the account to a state that would exist if the unauthorised, improper or not executed payment order wouldn't take place.
3. The amount referred to in paragraph 1 shall also include interest rates and fees charged to the Customer.

### **Section 2**

#### **KINDS OF PAYMENT ORDERS**

##### **I. Cash payment**

#### **§ 17.**

1. Submission of a cash payment order request may be done:
  - 1) through the branch or agency of the Bank using:
    - a) a form filled by the Principal,
    - b) a form filled by the Bank employee or agent in an IT application on the basis of information submitted by the Principal and a document printed on its basis, accepted by the Principal by putting a signature to confirm its compliance with the request,

- 2) a debit card.
2. The Principal of a cash order shall provide:
  - 1) data of the payer (name, surname, and address or name and address),
  - 2) data of the payment recipient (name, surname, and address or name and address), in accordance to the requirements of the form referred to in paragraph 1,
  - 3) Recipient account number in accordance to the paragraph 4 point 4,
  - 4) value and currency of the payment,
  - 5) title of payment,
  - 6) other data necessary due to the kind of the cash payment order submitted.
3. The Bank reserves the right to verify the data of the Principal making cash payment, particularly it shall verify the Principal's data in the scope determined in the Bank Announcement.
4. The Bank shall set a boundary hour, determined in the Bank Announcement used for the maximum time of payment execution calculation, after which the payment order received by the Bank shall be considered as submitted on the next business day.
5. The Bank undertakes to execute the cash payment order request immediately on the day of such order submitting, but not later than on the next business day in case if requests for an account run within another bank was submitted by the Principal after the boundary hour referred to in paragraph 4.
6. A cash payment made in a convertible currency to the Recipient's bank account run within the Bank shall be executed without conversion into polish currency or another convertible currency only if the Recipient's account is run in the currency determined in the payment order.
7. A cash payment made in a convertible currency to an account run within another bank shall be executed after a conversion into polish currency and the payment amount's equivalent shall be transferred to the determined bank.
8. The conversion referred to in paragraph 7 is made in accordance to paragraphs 9 points 1 and 2 and 2 point 3.
9. If the cash payment amount is to be transferred to another bank in convertible currency without conversion referred to in paragraph 7, the Principal shall submit a "Sent payment order request" which shall be completed in accordance with the Terms and Conditions on the payment orders in foreign exchange transactions referred to in paragraph 1 point 5.

## II. Cash withdrawal

### § 18.

1. Submission of a cash withdrawal order request from an account may be done:
  - 1) through the branch or agency of the Bank, subject to paragraph 2, using:
    - a) a form filled by the Principal,
    - b) a form filled by the Bank employee or agent in an IT application on the basis of information submitted by the Principal and a document printed on its basis, accepted by the Principal by putting a signature to confirm its compliance with the request,
    - c) a debit card.
  - 2) in other settled way.
2. The maximum amount of the cash withdrawal at the Bank's agency is determined in the Bank Announcement.

### § 19.

1. A branch of the Bank may determine an amount of single cash withdrawal, above which the Principal is obliged to notify about the withdrawal in an earlier term, determined by the Bank in the Bank Announcement.
2. The amount referred to in paragraph 1 is indicated in the Bank Announcement.
3. If the cash withdrawal notification was not submitted in the term referred to in paragraph 1, the withdrawal may not be executed.
4. If the withdrawal amount is not collected in the term determined in the Bank Announcement, the Bank may charge a fee due to a lack of the declared cash withdrawal collection.

### § 20.

1. At the request of the Bank, the Principal is also obliged to show an additional proof of identity allowing identity verification in case of a cash withdrawal realization in an amount exceeding the amount determined in the Bank Announcement.
2. If the cash payment is made in favour of a person not being an account Holder, the Bank shall verify the person identity and

check if the person is entitled by the account Holder to collect the withdrawal amount.

## III. Transfer order

### § 21.

1. Transfer order request may be done:
  - 1) through the branch or agency of the Bank using:
    - a) a form filled by the Principal,
    - b) a form filled by the Bank employee or agent in an IT application on the basis of information submitted by the Principal and a document printed on its basis, accepted by the Principal by putting a signature to confirm its compliance with the request,
  - 2) a secured electronic data carrier, containing a file in a structure settled with the Bank (only at branches of the Bank),
  - 3) in electronic banking service form, if the Principal has concluded an agreement referred to in paragraph 4 point 3 with the Bank.
2. the Principal of the transfer order shall submit the data referred to in paragraph 17 point 2.

### § 22.

1. The Bank shall set a boundary hour, determined in the Bank Announcement used for the maximum time of payment execution calculation, after which the payment order received by the Bank shall be considered as submitted on the next business day.
2. The Bank undertakes to execute the transfer order request immediately on the day of such order submitting, but not later than on the next business day in case if requests for an account run within another bank was submitted by the Principal after the boundary hour referred to in paragraph 1 and if a future date of execution was not set for the transfer order.
3. Time limit for completion of the transfer order referred to in paragraph 2, may be extended by one business day if the transfer order was made in the form referred to in paragraph 21 point 1 item 1 a, subject to the possibility of extending the term does not apply to payment orders concerning claims, to which the provisions of the Tax Code and resulting from the Community Customs Code apply.
4. If the Principal submits the transfer order with a future execution date, he is obliged to provide this information in a form agreed with the Bank.
5. A transfer order to an account run within another Bank submitted with a future execution date falling on a day which is not a business day for the Bank shall be executed by the Bank on the first business day after the date indicated in this transfer order.
6. The Bank shall execute the transfer orders with a future date of execution set in the scope determined in the Bank announcement.
7. The Bank shall set a boundary hour, indicated in the Bank Announcement up to which - in case of submission of a payment order request with a future date - he Principal is obliged to provide the financial assets in an amount enabling the execution of this transfer order by the Bank and commissioning the fees and charges due to the Bank.

### § 23.

1. A transfer order made in a convertible currency made between bank accounts run within the Bank shall be executed without conversion into polish currency or another convertible currency only if the Recipient's and Principal's accounts are run in the currency determined in the payment order.
2. A transfer order made in a convertible currency made between bank accounts run within the Bank shall be executed conversion into polish currency or another convertible currency if the Recipient's and Principal's accounts are run in different currencies, subject to paragraph 3.
3. In case referred to in paragraph 2 there is no possibility to execute the transfer order in a currency other than one of the currencies in which the accounts are run.
4. In case of a transfer order submission in a convertible currency to an account run within another bank it shall be executed after conversion into PLN, and the equivalent of the amount converted into PLN shall be transferred to the bank indicated in the transfer order.
5. Conversion applicable to payment orders referred to in paragraphs 2 and 4 are executed in accordance to paragraph 9 points 1 and 2 item 1 and points 3-6.
6. In case in the transfer amount is to be transferred to another bank in a convertible currency without conversion, referred to in

paragraph 4, the Principal should submit a "Sent payment order request" which shall be completed in accordance with the Terms and Conditions on the payment orders in foreign exchange transactions referred to in paragraph 1 point 5.

#### **IV. transfer received from another bank**

##### **§ 24.**

The condition to be met for the Bank to execute a received transfer order request received from another bank is providing the Bank with funds and correct data concerning the Recipient referred to in paragraph 4 point 4.

#### **V. Standing order and predefined transfer**

##### **§ 25.**

1. Payment requests executed by the Bank on the basis of the Principal's order, submitted in a way determined in paragraph 21 point 1 items 1 and 3 may be standing orders or predefined transfers.
2. The payment orders referred to in paragraph 1 consist of regular or repeated execution of transfers by the Bank in the amounts and terms specified by the Principal into a determined bank account:
  - 1) fixed amount in regular time series for the standing order,
  - 2) variable amount in regular or variable time series for the predefined transfer,
3. The Bank shall set a boundary hour, indicated in the Bank Announcement up to which - in case of submission of a standing order or a predefined transfer the Principal is obligated to provide the financial assets in an amount enabling the execution of this predefined transfer or standing order by the Bank and commissioning the fees and charges due to the Bank.

#### **VI. Payment order**

##### **1. Basics of direct debit**

##### **§ 26.**

1. The Parties included in the direct debit settlements are: the Recipient, being the Principal of the direct debit, recipient's bank and the Payer's bank.
2. Bank may act as the Recipient's bank, Payer's bank or as both.
3. Settlements of the direct debit are only made in PLN for the accounts run in PLN.

##### **§ 27.**

1. An agreement concluded between the Recipient and the Recipient's bank on the direct debit usage by the Recipient shall be the basis of the direct debit orders execution.
2. The basis of direct debits execution for the Payer is a consent given, being a consent for the Payer's bank to debit the Payer's account with the direct debit amounts at the same time.

##### **§ 28.**

The Payer shall submit the consent to the Recipient or Payer's bank in the following manner:

- 1) copy for the Recipient - in the way indicated by the Recipient,
- 2) copy for the Payer's bank:
  - a) in person or by post to the Payer's bank,
  - b) using the electronic banking service if it allows such a possibility,
  - c) to the Recipient - in the way indicated by the Recipient, together with a copy for the Recipient,

##### **§ 29.**

1. The Bank acting as the Payer's Bank shall register the consent received within 3 business days from its receipt if the document submitted is filed correctly.
2. In case of errors, the Bank returns the consent to the sender within 3 business days of its receipt.

##### **§ 30.**

1. The Payer may withdraw the consent any time by submitting the consent withdrawal document to the Recipient or a bank acting as the Payer's bank.
2. The way of consent withdrawal submission to the Recipient and the Bank is determined in paragraph 28 and shall be used accordingly.
3. The Bank, acting as the Payer's bank shall register the consent withdrawal document in manner determined in paragraph 29.
4. A consent withdrawal registered at the Bank enters into force at the moment of registration. This means that the direct debit order being submitted to the Bank or received by it after the

date of the payment order withdrawal registration shall not be executed by the Bank.

#### **2. Direct debit acceptance and execution**

##### **§ 31.**

1. Submission of the direct debit order by the Payer at the Bank, acting as the Recipient bank may take place in:
  - 1) Bank's branch, with:
    - a) a form filled by the Recipient,
    - b) a form filled by the Bank employee or agent in an IT application on the basis of information submitted by the Recipient and a document printed on its basis, accepted by the Recipient by putting a signature to confirm its compliance with the request,
    - c) a secured electronic data carrier, containing a file in a structure settled with the Bank (only at branches of the Bank),
  - 2) in electronic banking service form, if the Recipient has concluded an agreement referred to in paragraph 4 point 3 with the Bank if the electronic banking service has such an option.
2. The Bank shall accept a direct debit order submitted by the Recipient not later than on the day preceding the payment date.
3. The Bank shall execute a direct debit order submitted by the Recipient on the day indicated as the payment date.
4. If the date indicated by the direct debit submitted to the Bank falls on a day not being a business day, the direct debit shall be executed by the Bank on the first business day after the indicated payment date.
5. The Bank shall credit the Recipient's account with the direct debit amount immediately after receiving funds from the Payer's bank. The Recipient's account shall be credited on the date of those funds receipt.

##### **§ 32.**

1. The Bank, acting as the Payer's bank executes the direct debit received from the Recipient's bank on the day of its receipt by debiting the Payer's account with this amount, subject to paragraph 33.
2. The Payer is obligated to provide the financial assets in an amount enabling the execution of this request and commissioning the fees and charges due to the Bank in the end of the day preceding the execution of the direct debit by the Bank.
3. The Bank shall not execute partial payments on the direct debit received from the Payer's account.
4. In case of few direct debits to be executed with the same date receipt for an account of a single Payer, the Bank shall debit this Payer's account in the order of those direct debit receipt, provided that a direct debit exceeding the amount of funds available on the Payer's bank account, referred to in paragraph 2 shall not be executed and the Bank shall execute the next direct debit order in accordance to the receipt order.

#### **3. Direct debit acceptance refusal**

##### **§ 33.**

The Bank running the Payer's account shall not execute the direct debit received if:

- 1) there is no consent or it has been withdrawn,
- 2) the amount of funds available at the Payer's bank account is not sufficient to cover the amount of the payment order and the amount of fees and charges applicable,
- 3) Payer's account has been closed,
- 4) Payer submitted a cancellation of not executed direct debit in accordance to the rules determined in paragraph 37.

#### **4. Payment order return**

##### **§ 34.**

1. The Payer may submit a request for return of the executed direct debit into the account for which the consent was granted at the bank acting as the Payer's bank within:
  - 1) 8 weeks (56 calendar days) from debiting the Payer's account if the Payer is a consumer within the Civil Code,
  - 2) 5 business days from debiting the Payer's account in case of other Payers.
2. The direct debit return request may be submitted by the Payer:
  - 1) in the Bank's branch, providing:
    - a) Payer's account number,
    - b) data of the Payer (name, surname),

- c) payment title being an invoice (bill) number concerning the payment, which was received by the Payer from the Recipient,
  - d) direct debit amount,
  - e) Recipient's data (name, address),
  - f) NIP/ RIN numbers of the Recipient if the Payer is in possession of such information,
  - g) the words "return" in the "payment details", if the Payer submits the request using the direct debit form,
- 2) in electronic banking service, if the Payer has concluded an agreement referred to in paragraph 4 point 3 with the Bank and if the electronic banking service has such an option.
- 3. The Bank shall restore the Payer's bank account to the state that would exist if the direct debit execution wouldn't take place, so on the day of the direct debit return request submission, the account shall be credited with the amount of the direct debit to be returned including interest rates from the return amount calculated by the Bank for the period from account debiting to the day preceding the return request submission by the Payer.

#### **§ 35.**

- 1. The Bank, acting as the Recipient's bank shall accept the direct debit return request received from the Payer's bank not later than two business days, respectively after the terms referred to in paragraph 34 point 1.
- 2. In case of the direct debit return request receipt from the Payer's bank in the term later than the one determined in paragraph 1, the bank has the right to refuse the return execution.

#### **§ 36.**

In case of any disputes on the settlements in the form of direct debit, the Payer shall contact the Recipient.

### **5. Direct debit cancellation**

#### **§ 37.**

- 1. Before the direct debit receipt, the Bank acting as the Payers bank, the Payer may submit - in a manner settled with the Bank - a non-executed direct debit cancellation request, which means not debiting the Payers bank account with the indicated future direct debit.
- 2. The cancellation referred to in the point 1 may be submitted by the Payer:
  - 1) at the Bank's branch,
  - 2) in electronic banking service, if the Payer has concluded an agreement referred to in paragraph 4 point 3 with the Bank and if the electronic banking service has such an option.
- 3. While submitting a cancellation of not executed direct debit, the Payer shall provide.
  - 1) Payer's account number,
  - 2) data of the Payer (name, surname),
  - 3) due date for which the Payer wants to hold the debiting of his bank account,
  - 4) information if under the term settled in paragraph 3, the cancellation shall apply to the first or to each of the direct debits meeting the conditions referred to in paragraphs 5-9,
  - 5) payment title being an invoice (bill) number concerning the payment, which was received by the Payer from the Recipient,
  - 6) direct debit amount,
  - 7) Recipient's data (name, address),
  - 8) NIP/ RIN numbers of the Recipient if the Payer is in possession of such information,
  - 9) consent number if the Payer is in possession of such information,
  - 10) the payment date of a direct debit subject to the cancellation, being the payment date indicated to the Payment by the Recipient at the invoice (bill),
- 4. A cancellation of an unexecuted direct debit request may be submitted by the Payer at the bank not later than to the end of the day preceding the direct debit execution date settles, so the payment date indicated by the Recipient on the invoice (bill)

### **Section 3**

#### **FINAL PROVISIONS**

#### **§ 38.**

- 1. The Bank shall charge fees and charges accordant to the Tariff for the actions related to the execution of the cash settlement in domestic transactions, which are determined in the agreement concluded with the Customer.

#### **§ 39.**

- 1. The Bank reserves the right to amend the Terms and Conditions in the manner provided in the Terms and Conditions of the account.
- 2. In matters not covered by the Terms and Conditions, the general law shall apply.