

**RULES OF BANK ACCOUNTS AND DEBIT CARDS
FOR INDIVIDUAL CUSTOMERS AT PKO BANK POLSKI SA**



Bank Polski

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SECTION I GENERAL PROVISIONS

§ 1.

1. The Rules of Bank Accounts and Debit Cards for Individual Customers at PKO Bank Polski SA, hereinafter referred to as "Rules", shall define the terms and conditions of operating savings and checking accounts, savings accounts, savings accounts paid on demand in the Polish currency and convertible currencies (foreign currency account), fixed-term savings deposit accounts (deposit account), deposit service accounts, debit cards and providing other services as prescribed for in the Rules, with the exception of open bank accounts and the accounts operated on the basis of a separate Account Agreement at Inteligo.
2. The Rules, along with the Account Agreement, agreement for operating bank accounts, Tariff and the rules referred to in clauses 3-5, shall constitute the master agreement within the meaning of the Payment Services Act.
3. The rules governing provision of electronic banking services for individual Customers shall be provided for in the "Rules for the Provision of Electronic Banking Services at PKO Bank Polski SA".
4. The rules and mode of execution of cash settlements at PKO Bank Polski SA, with the exception of cards shall be provided for in the "Rules of Cash Settlements in Domestic Exchange at PKO Bank Polski SA".
5. The rules and mode of execution of credit transfers in foreign exchange at PKO Bank Polski SA shall be provided for in the "Rules of Credit Transfers in Foreign Exchange at PKO Bank Polski SA".
6. These Rules shall supersede the provisions included in:
 - 1) "General Terms and Conditions of Operating Bank Accounts of Individual Customers at PKO Bank Polski SA",
 - 2) "Savings and Clearing Account, Electronic Banking Services and Debit Card Rules at Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna", with the exception of the provisions within the scope of providing electronic banking services as provided for in the referred to in clause 3,
 - 3) "Demand Savings Account in PLN and Convertible Currencies and Electronic Banking Services Rules at PKO Bank Polski SA", with the exception of the provisions within the scope of providing electronic banking services as provided for in the rules referred to in clause 3,
 - 4) "Savings Account and Electronic Banking Services Rules at PKO Bank Polski SA", with the exception of the provisions within the scope of providing electronic banking services as provided for in the rules referred to in clause 3,
 - 5) "Fixed-Term Savings Deposits in PLN and Convertible Currencies Rules at PKO Bank Polski SA",
 - 6) "Debit Card for Foreign Currency Account Rules at PKO Bank Polski SA",
 - 7) "Payment Cards for Individual Customers Rules at PKO Bank Polski SA", with respect to debit cards, which were previously applicable respectively to the products specified therein.

CHAPTER 1 DEFINITIONS

§ 2.

1. The terms used herein shall have the following meaning:
 - 1) **Authorized Debit Balance** – negative Balance of savings and checking account in the amount not exceeding the monthly debit limit established by PKO Bank Polski SA, which may be used by the Account Holder under the Account Agreement,
 - 2) **Value Date** – the day from which or until which the interest on the monetary funds is accrued with which the account was debited or credited,
 - 3) **Instruction** – any declaration of will or knowledge, including also pertaining to the transactions, placed by the Customer,
 - 4) **Business Day** – a day from Monday to Friday which is not a public holiday,
 - 5) **Compounding** – charging the account with the interest accrued for relevant period on the monetary funds accumulated on such account,
 - 6) **Card** – debit card, regardless of its form, which identifies the Card Holder or Card User, issued for accounts to persons above 13 years of age,
 - 7) **CVV2/CVC2 Code** – a three-digit code placed on the reverse of the Card for confirmation of transactions carried out via the Internet,
 - 8) **Individual Customer (Customer)** – a natural person – consumer, who intends to conclude or concluded an Account Agreement with PKO Bank Polski SA,
 - 9) **Announcement** – information rendered available by the PKO Bank Polski SA for the Customer:
 - a) at the outlet or on the Website, or
 - b) on other durable data carrier, if it is provided for herein,
 - 10) **Minimum Amount** – the amount of monetary funds required for opening and operating a deposit account and to calculate interest on the foreign currency account,
 - 11) **Non-Resident** – a natural person residing outside the territory of the Republic of Poland,
 - 12) **Transaction** – a payment transaction carried out in cash (cash transaction) or non-cash form (non-cash transaction),
 - 13) **Contactless Transaction** – the transaction carried out with the use of the Card in a terminal with contactless reader by putting the Card with the contactless function close to the terminal reader (optional functionality),
 - 14) **Payment Organization** – an organization gathering financial institutions, which form the system for settlement of transactions executed with the use of payment cards,
 - 15) **PIN** – a confidential ID number assigned to the Card, known to the Card Holder or Card User only,
 - 16) **Outlet** – a branch or agency of PKO Bank Polski SA,
 - 17) **PKO Bank Polski SA** – Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna, with its registered office in Warsaw at 15 Puławska Street, 02-515 Warsaw, registered in the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under number KRS [National Court Register] 0000026438, NIP [Tax Identification Number]: 525-000-77-38, REGON [National Business Registry Number]: 016298263, share capital (paid up capital) PLN 1,250,000,00,
 - 18) **Card Holder** – an Account Holder with whom PKO Bank Polski SA concluded a card agreement; the Card Holder carries out transactions on its own behalf and for itself,
 - 19) **Account Holder** – a Customer for whom PKO Bank Polski SA operates the Account; in the case of multiple Account Holders (Account Co-Holders) – each of the Account Co-Holders,
 - 20) **Account (Bank Account)** – a savings and checking account, savings account, foreign currency account, deposit account, deposit service account,
 - 21) **Resident** – a natural person residing within the territory of the Republic of Poland, holding Personal Identification Number PESEL,
 - 22) **Balance** – amount of monetary funds accumulated on the Account,
 - 23) **Website** – the website of PKO Bank Polski SA (www.pkobp.pl),
 - 24) **Regular Receipts** – receipts on the savings and checking account, at least once in 3 months, e.g. on account of salaries, scholarships, pensions, sick pensions, maintenance or alimony,
 - 25) **Tariff** – a Tariff of the bank fees and commissions at PKO Bank Polski SA applicable for individuals,
 - 26) **Agreement for Operating Bank Accounts** – a general agreement on the basis of which PKO Bank Polski SA renders the electronic banking services available to the Customer and the Customer may conclude specific agreements for operating various accounts referred to in § 1 clause 1,
 - 27) **Account Agreement** – any agreement concluded between PKO Bank Polski SA and the Customer, the subject of which is operation of an account,
 - 28) **Additional Services** – optional services rendered available by PKO Bank Polski SA to the Customer, the scope of which exceeds holding monetary funds of the Account Holder and executing cash settlements upon the instruction of the Account Holder,
 - 29) **Card User** – a natural person to whom PKO Bank Polski SA, upon request of the Account Holder, issued the Card,
 - 30) **Verification** – identification by PKO Bank Polski SA of the Customer or other indicated person authorized to place Instructions on his behalf, in particular against an identity document and in the electronic access channels – pursuant to the principles as provided for in the rules referred to in § 1 clause 3,
 - 31) **Available Funds** – account Balance (with the exclusion of the deposit account):
 - a) including receipts (cash and cashless) and, in the case of savings and checking account, the unused amount within the Authorized Debit Balance or the Revolving Credit,
 - b) reduced by the amounts of the Transactions accepted for execution and blocked funds,
 - 32) **3D-Secure** – the way of confirming the Transactions, constituting an additional security of Transactions carried out with the use of the Card over the Internet,
2. In the remaining scope, the terms used herein shall be consistent with the definitions used in the rules referred to in § 1 clauses 3-5.

CHAPTER 2 CONCLUSION OF THE ACCOUNT AGREEMENT

§ 3.

1. PKO Bank Polski SA may operate for the benefit of the Customers the Bank Accounts referred to in § 1. Such Accounts shall not be intended for executing cash settlements related to the business or gainful activity conducted by the Customer.
2. PKO Bank Polski SA may open other Accounts pursuant to the Agreement for Operating Bank Accounts.
3. The Account Agreement may be concluded:
 - 1) via electronic access channels, insofar as PKO Bank Polski SA renders relevant functionality for a given channel available,
 - 2) at the Outlet,
 - 3) otherwise as agreed.
4. The Account may be opened:
 - 1) as an individual account – for the Resident or Non-Resident,
 - 2) as a joint account – for two persons with the same foreign exchange status and full capacity to perform acts in law, with the same tax residence country, who both have valid tax residence certificates, or neither of them has a valid tax residence certificate.

§ 4.

1. If a given type of Bank Account is available for particular age group of Customers, what shall be announced by PKO Bank Polski SA on a durable data carrier in the Announcement, then PKO Bank Polski SA, not later than two months preceding the date on which the Account Holder ceases to meet the age criterion, shall notify the Account Holder on the possibility to continue operating the Account with the Card, if it was issued, on new terms and conditions and on the possibility to file an objection or to termination notice in the manner as prescribed in § 58, if the Account Holder fails to accept the new terms and conditions.
2. If the Account Holder, prior to the date on which it ceases to meet the age criterion, fails to file an objection or termination notice referred to in clause 1 on the date as specified in the notification referred to in clause 1, then PKO Bank Polski SA shall operate the Bank Account with the Card, if it was issued, on the terms and conditions applicable for the basic account as specified in the Announcement referred to in clause 1.

CHAPTER 3 JOINT ACCOUNTS

§ 5.

1. Each of the Account Co-Holders may dispose of the monetary funds accumulated on the Account without limitation and carry out any operations arising out of the Account Agreement, including termination thereof, independently, subject to clause 2.
2. A consent of all Account Co-Holders shall be required for the following:
 - 1) amending the provisions of the Account Agreement and the Agreement for Operating Bank Accounts,
 - 2) filing an application for Revolving Credit and concluding the Revolving Credit Agreement,
 - 3) placing an Instruction to activate the Authorized Debit Balance,
 - 4) filing the statement referred to in § 10 clause 4.
3. If the Account Co-Holders are held liable for the debt arising out of the liabilities under the Account Agreement, then such liability shall be joint and several.

§ 6.

1. It shall not be possible to place an Instruction in case of death with regard to the joint Account and to cover therefrom the costs of funeral of the Account Co-Holder.
2. In the case of death of either of the Account Co-Holders:
 - 1) the Account shall be further operated as the joint Account, while the other Account Co-Holder shall preserve its rights referred to in § 5,
 - 2) the authorizations given with regard to the Account shall remain binding until revoked.

CHAPTER 4 ACCOUNTS OF MINOR AND INCAPACITATED PERSONS

§ 7.

1. Opening of the Account for a minor person under 13 years of age or for a fully incapacitated person shall proceed through conclusion of the Account Agreement between a statutory representative acting on behalf of such person and PKO Bank Polski SA.
2. A minor person who is between 13 and 18 years of age or a partially incapacitated person may conclude the Account Agreement subject to a written consent of its statutory representative.

§ 8.

1. The Account Holder who is below 13 years of age or a fully incapacitated person may not independently dispose of the monetary funds accumulated on the Account or carry out any operations connected with holding the Account.
2. On behalf of the Account Holder referred to in clause 1, the monetary funds accumulated on the Account within the scope of the ordinary management may be disposed by its statutory representative who concluded the Account Agreement on behalf of the Account Holder. Disposing of the monetary funds in the scope exceeding the ordinary management shall require permission of the guardianship court.
3. The Account Holder who is between 13 and 18 years of age may independently dispose of the monetary funds accumulated on the Account within the scope of the ordinary management, unless the statutory representative refuses to give its consent thereto in writing. Disposing of the monetary funds in the scope exceeding the ordinary management shall require permission of the guardianship court.
4. The Account Holder being a partially incapacitated person may independently dispose of the monetary funds accumulated on the Account within the scope of the ordinary management subject to a consent of its statutory representative, unless a court order states otherwise.
5. The objection filed against PKO Bank Polski SA referred to in clause 3 shall constitute the basis for PKO Bank Polski SA to block the possibility to dispose of the funds accumulated on the Account and to prevent using the Card.
6. The Account Holder being a minor person not having the Account of the type referred to in § 4 clause 1 shall acquire rights to dispose of funds accumulated on the Account individually upon attaining the age of majority. In order to enjoy full functionality of the Account it shall be necessary to amend the Account Agreement.
7. The Account Holder being a partially incapacitated person shall acquire the right to dispose of its Account independently upon gaining full capacity to perform acts in law upon providing PKO Bank Polski SA with documents confirming such fact.
8. The statutory representative of a incapacitated person or the Account Holder should notify PKO Bank Polski SA on the fact that the Account Holder gained full or limited capacity to perform acts in law or lost the capacity to perform acts in law, presenting relevant court judgment.

§ 9.

1. In the case of the Account operated for a person between 13 and 18 years of age or a partially incapacitated person, the Account Holder may terminate the Account Agreement upon the consent of its statutory representative.
2. In the case of the Account operated for a person under 13 years of age or a fully incapacitated person, the Account Agreement may be terminated on behalf of the Account Holder by its statutory representative.

CHAPTER 5 AUTHORIZATIONS

§ 10.

1. The Account Holder with full capacity to perform acts in law may grant the authorization to manage the account to another person.
2. An attorney acting within the scope of the granted authorization shall have the same rights and obligations as the Account Holder.

3. The authorization shall be granted or amended in the form of a written statement made by the Account Holder.
4. In the case of joint Accounts, the authorization shall be granted or amended subject to concordant statement of all Account Co-Holders.
5. Each of the Account Co-Holders may revoke the authorization referred to in clause 4 independently.
6. The authorization may be granted and revoked by mail, provided that the identity and hand written signature of the Account Holder are certified by:
 - 1) an authorized employee of PKO Bank Polski SA, or
 - 2) a Polish Notary Public, or
 - 3) a Polish diplomatic mission or consular office, or
 - 4) a foreign bank correspondent of PKO Bank Polski SA, or
 - 5) a foreign Notary Public and an apostille is affixed to the document.
 A certification by a foreign Notary Public and an apostille should be translated into Polish by a sworn translator in Poland.
7. If the authorization fails to meet the requirements referred to in clauses 1, 3, 4, 6, then PKO Bank Polski shall notify the Account Holder on such fact immediately.
8. The authorization shall expire upon:
 - 1) revoking thereof,
 - 2) death of the Account Holder or the attorney, subject to § 6 clause 2 point 2, unless it is stated otherwise in the authorization,
 - 3) the expiry of the term, for which it was granted,
 - 4) termination of the Account Agreement.

§ 11.

A permanent authorization to dispose of the Account may be granted to not more than two natural persons as:

- 1) unlimited authorization - the attorney may place Instructions within the same scope as the Account Holder, subject to § 12,
- 2) specific authorization - the attorney may place Instructions within the scope defined by the Account Holder in the authorization.

§ 12.

Unlimited authorization shall not include an authorization to:

- 1) place Instructions in case of death,
- 2) grant further authorizations,
- 3) terminate or amend the Account Agreement or Agreement for Operating Bank Accounts, unless the provisions of the authorization state otherwise,
- 4) place an Instruction to activate the Authorized Debit Balance and to conclude the Revolving Credit Agreement,
- 5) apply for the Card to be issued,
- 6) place Instructions within the scope of change of personal data and address of the Account Holder.

§ 13.

1. Permanent authorization shall entitle to conclude Account Agreements, with the exclusion of the Savings and Checking Account Agreement, on behalf of and for the benefit of the Account Holder, unless the provisions of the authorization state otherwise.
2. The Customer not being the Account Holder, with full capacity to perform acts in law, may grant the authorization to conclude the Foreign Currency Account Agreement or Savings Account Agreement to another natural person with full capacity to perform acts in law.
3. The authorization referred to in clause 2 shall be confirmed in the manner referred to in § 10 clause 6 and shall include:
 - 1) personal data of the Customer, for whom the Account is to be opened, i.e. first and last name, residential address, Personal Identification Number PESEL (if any), description of the identity document and the expiry date thereof, citizenship, foreign exchange status, date and place of birth, maiden name of mother, telephone number and e-mail address, and
 - 2) data of the attorney, i.e. first and last name, residential address, Personal Identification Number PESEL (if any), description of the identity document and the expiry date thereof, citizenship, foreign exchange status, date and place of birth, and
 - 3) determination of the scope thereof.

CHAPTER 6 MANAGING THE ACCOUNT

§ 14.

Subject to § 8 clauses 2-4, the Account Holder may:

- 1) dispose of the financial funds accumulated on the Account, with the exclusion of the deposit account, up to the amount of Available Funds, taking into account credit limits established by the Account Holder within the scope of functionality provided by PKO Bank Polski SA for the electronic banking services and the limits referred to in § 44,
- 2) dispose of the monetary funds accumulated on the deposit account up to the amount of the funds accumulated on the deposit account.

§ 15.

1. The Account Holder may execute cash settlements in a cash or non-cash form in accordance with the rules referred to in § 1 clauses 3-5.
2. PKO Bank Polski SA shall reserve the right to refuse to execute a Transaction, freeze assets of the Account Holder and block funds accumulated on its account in the cases as prescribed in the Act on Prevention of Money Laundering and Financing Terrorism and in the Banking Law Act. In order to fulfill the obligations under the Act on Prevention of Money Laundering and Financing Terrorism, PKO Bank Polski SA may require the Account Holder to make additional oral or written explanations or to present documents necessary for such Instruction to be executed, arising out of generally applicable legal provisions.

§ 16.

1. PKO Bank Polski SA shall not execute the Instruction if:
 - 1) the person placing the Instruction lacks relevant authorizations,
 - 2) there are no Available Funds, with the exclusion of Contactless Transactions carried out with the Card, without the need of additional confirmation with PIN number or signature,
 - 3) the signature placed on the Instruction is not consistent with the specimen signature of the person placing the Instruction filed with PKO Bank Polski SA, with the exclusion of the Instructions in the case of which the signature was certified in the way as prescribed in § 10 clause 6,
 - 4) a competent body issued a decision which prohibits the execution of withdrawals from the Account,
 - 5) a valid identity document or another instrument required by PKO Bank Polski SA in order to verify the identity of the Account Holder was not presented,
 - 6) PKO Bank Polski SA finds errors in the indicated Bank Account number to which a given Instruction refers,
 - 7) the documents necessary with regard to the type of the placed Instruction were not presented or were provided upon the lapse of prescribed deadline,
 - 8) the Account Holder was not correctly verified in the case of Instructions placed through electronic access channels.
2. The Account Holder may place Instructions concerning the Account by mail, insofar as they are positively verified by PKO Bank Polski SA with regard to the compliance of the signature placed in accordance with the specimen signature filed with PKO Bank Polski SA, subject to clause 3.
3. Fulfillment of the condition of compliance of signatures referred to in clause 2 shall not be required if the identity of the Account Holder and authenticity of its signature are certified in the way as prescribed in § 10 clause 6.

CHAPTER 7 FEES AND COMMISSIONS

§ 17.

1. For the services provided by PKO Bank Polski SA, including the operations related to operating the Account, sending notifications, as well as other operations, PKO Bank Polski SA shall charge bank fees and commissions in accordance with the Tariff.
2. PKO Bank Polski SA shall charge the bank fees and commissions due referred to in clause 1, taking into account clauses 3-4, to the Account, with the exception of the deposit account.
3. In the case of the deposit account, PKO Bank Polski SA shall charge the bank fees and commissions due to the account referred to in § 25 clause 2 or in cash form.
4. In the absence of Available Funds on the Account, charging:

- 1) fees and commissions, or
- 2) advances for income tax and health insurance contributions from foreign sick pensions and pensions executed by PKO Bank Polski SA may result in past-due debt.
5. Payment of payables referred to in clause 4 shall be covered with the funds accumulated on the Account with first receipts on the Account.
6. In the case of dissolution of the Account Agreement, the fees referred to in clause 1, charged periodically, shall be charged proportionally to the term of such Agreement. Fees paid in advance shall be reimbursed proportionally.
7. The Tariff shall be provided to the Account Holder prior to the conclusion of the Account Agreement, moreover, the up-to-date Tariff shall be available:
 - 1) at the Outlets,
 - 2) on the Website,
 - 3) via the Internet service,
 - 4) via the phone service.

§ 18.

1. PKO Bank Polski SA may amend the Tariff in the following cases:
 - 1) increase of the consumer price index (index published by the Polish Central Statistical Office),
 - 2) increase of the costs connected with operating the Account and services connected therewith, resulting from changes of prices of electricity, telecommunication connections, postal services, interbank settlements, changes of fees paid in connection with performance of the master agreement through other companies cooperating with PKO Bank Polski SA and resulting from amendments, abrogation or introduction of new legal provisions affecting the costs,
 - 3) introduction of fees related to including new Additional Services in the offer of PKO Bank Polski SA,
 - 4) in the case of change of costs incurred by PKO Bank Polski SA in connection with using and maintaining IT systems, databases and other solutions required for operating the Accounts.
2. The Tariff may be amended in line with the procedure as prescribed in § 58, with the exclusion of amendments pertaining to the Revolving Credit. The procedure for amending fees and commissions connected with the Revolving Credit shall be provided for in the Revolving Credit Agreement.

CHAPTER 8 INTEREST RATE

§ 19.

1. The monetary funds accumulated on the Account may bear interest in accordance with the rules as prescribed in the Rules or in the Account Agreement.
2. If the monetary funds accumulated on the Account bear interest according to the variable interest rate, during the term of the Account Agreement, PKO Bank Polski SA may change the interest rate on the monetary funds accumulated thereon pursuant to clause 3.
3. PKO Bank Polski SA may change the interest rate on the monetary funds referred to in clause 2:
 - 1) on the Account operated in the Polish currency, if at least one of the following circumstances occur:
 - a) change of any of the basic interest rates of the National Bank of Poland by at least 0.10 pp,
 - b) change of the interest rate of the banks' mandatory reserve by at least 0.10 pp,
 - c) change of the rates for interbank deposits WIBOR 1M, WIBOR 3M, WIBOR 6M, WIBOR 9M, WIBOR 1Y, by at least 0.10 pp, in any period during the last 6 months;
 - 2) on the Account operated in a convertible currency, if at least one of the following circumstances occur:
 - a) change of the interest rate for particular currency, set by relevant central bank, by at least 0.10 pp,
 - b) change of at least one interest rate of the foreign currency deposits in domestic or international money market LIBOR 1M, LIBOR 3M, LIBOR 6M, LIBOR 9M, LIBOR 1Y or EURIBOR 1M, EURIBOR 3M, EURIBOR 6M, EURIBOR 9M, EURIBOR 1Y, by at least 0.01 pp, in any period during the last 6 months,
 - c) change of the interest rate of the banks' mandatory reserve by at least 0.10 pp.
4. PKO Bank Polski SA, taking into account the direction of changes of interest rates or rates referred to in clause 3, may decide to change the interest rate within 6 month of occurrence of any of the circumstances being the basis for change, in compliance with the principles of good banking practice and good practices.
5. If any of the circumstances referred to in clause 3 occurs, then PKO Bank Polski SA may change the interest rate maximum to three times the amount of the change occurred.
6. PKO Bank Polski SA shall be obliged, not later than two months prior to the proposed effective date of the change referred to in clauses 2-3, to notify the Account Holder on such change in the manner referred to in § 66 clause 1 along with the reason thereof, possibility and term for the Account Holder to file written statement on termination of the Account Agreement or to file its objection thereto.
7. The Account Holder who was notified under clause 6 may place an Instruction in accordance with § 58 clauses 2 and 3.
8. PKO Bank Polski SA may change the interest rate on the monetary funds accumulated on the Account for the benefit of the Account Holder without prior notification and without following the procedure as prescribed in clauses 6 and 7. In such a case, PKO Bank Polski SA shall immediately notify on the changed interest rate in the Announcement.
9. Additionally, PKO Bank Polski SA shall notify the Customer on the up-to-date interest rate on the monetary funds on the Account through the Announcement.

§ 20.

1. The interest due to the Account Holder and accrued on the monetary funds accumulated on the Account, if they bear any interest, shall accrue from the Value Date of crediting the Account to the day preceding the Value Date of debiting the Account inclusive. No interest shall accrue on the monetary funds paid to the Account and withdrawn therefrom on the same day.
2. The amount of the interest due shall be calculated on the basis of the proportion of the actual number of calendar days on which the monetary funds were kept on the Account, to 365 days in a year, taking into account the Balance as at the end of each calendar day.
3. PKO Bank Polski SA shall charge and withhold the flat-rate personal income tax due on the compounded interest on the terms and conditions as prescribed in the legal provisions in force on the date of compounding thereof.

SECTION II ACCOUNTS

CHAPTER 1 SAVINGS AND CHECKING ACCOUNT

§ 21.

1. The savings and checking account may be opened for the following types of Customers:
 - 1) persons with full capacity to perform acts in law,
 - 2) minor persons.
2. Conclusion of the Savings and Checking Account Agreement shall enable:
 - 1) depositing and disposing of monetary funds accumulated on the Account,
 - 2) executing cash settlements,
 - 3) concluding the following agreements:
 - a) Revolving Credit Agreement,
 - b) Card Agreement,
 - 4) using:
 - a) the Authorized Debit Balance,
 - b) the electronic banking services,
 - c) other products and services offered by PKO Bank Polski SA in connection with the savings and checking account, in accordance with separately prescribed terms and conditions.
3. The interest on the monetary funds accumulated on the savings and checking account shall be compounded on a monthly basis, subject to clause 4.
4. The interest on the monetary funds accumulated on the savings and checking account operated for the benefit of a minor person under 13 years of age shall be compounded on a weekly basis, unless the Account Agreement states otherwise.

CHAPTER 2 SAVINGS ACCOUNT

§ 22.

1. The savings account may be operated in the Polish currency and in convertible currencies as prescribed in the Announcement.
2. The savings account may be opened for Customers with full capacity to perform acts in law, limited capacity to perform acts in law or without the capacity to perform acts in law.
3. Conclusion of the Savings Account Agreement shall enable:
 - 1) depositing and disposing of monetary funds accumulated on the Account,
 - 2) executing cash settlements prescribed for the Account,
 - 3) using:
 - a) the electronic banking services, with the exclusion of the savings accounts operated for the benefit of natural persons without the capacity to perform acts in law,
 - b) other Additional Services offered by PKO Bank Polski SA in connection with the savings account, in accordance with separately prescribed terms and conditions.
4. The interest on the monetary funds accumulated on the savings account shall be compounded on a monthly basis, unless the Account Agreement states otherwise.

CHAPTER 3 FOREIGN CURRENCY ACCOUNT

§ 23.

1. The foreign currency account shall be the savings account paid on demand which may be operated in the Polish currency and in convertible currencies as prescribed in the Announcement.
2. The foreign currency account may be opened for Customers with full capacity to perform acts in law, limited capacity to perform acts in law or without the capacity to perform acts in law.
3. Conclusion of the Foreign Currency Agreement shall enable:
 - 1) depositing and disposing of monetary funds accumulated on the Account,
 - 2) executing cash settlements prescribed for the Account,
 - 3) concluding the Card Agreements, if PKO Bank Polski SA renders such functionality available, with the exclusion of the accounts operated for the benefit of natural persons without the capacity to perform acts in law; PKO Bank Polski SA shall publish the list of foreign currency accounts for which the Cards are issued in the Announcement,
 - 4) using:
 - a) the electronic banking services, with the exclusion of the foreign currency accounts operated for the benefit of natural persons without the capacity to perform acts in law,
 - b) other Additional Services offered by PKO Bank Polski SA in connection with the foreign currency account, in accordance with separately prescribed terms and conditions.

§ 24.

1. The monetary funds accumulated on the foreign currency account:
 - 1) shall not bear any interest from the Value Date of debiting the Account resulting in reduction of the Balance below the Minimum Amount, provided that the Minimum Amount was determined,
 - 2) shall bear interest from the Value Date of crediting the Account resulting in increase of the Balance up to the Minimum Amount.
2. The interest on the monetary funds accumulated on the foreign currency account shall be compounded on an annual basis, unless the Account Agreement states otherwise.

CHAPTER 4 DEPOSIT ACCOUNT AND DEPOSIT SERVICE ACCOUNT

§ 25.

1. The deposit account shall be the fixed-term savings deposit account (with the exclusion of the structured deposit accounts) for accumulating monetary funds, operated in the Polish currency and in convertible currencies, as specified in the Announcement, opened for indicated amount and agreed period, taking into account clause 2.
2. Opening and servicing the deposit account, with the exception of the deposit accounts concluded prior to the effective date hereof, shall require holding at least one of the following accounts operated by PKO Bank Polski SA indicated by the Account Holder: savings and checking account, savings account, foreign currency account or deposit service account.
3. The deposit service account shall be the savings account other than the account referred to in § 22, for operating which PKO Bank Polski SA shall not charge any fees, opened only for the purpose of handling Instructions connected with the deposit accounts. Conclusion of the Deposit Service Account Agreement shall enable using the electronic banking services, with the exclusion of the accounts operated for the benefit of natural persons without the capacity to perform acts in law.
4. The deposit account shall be opened upon conclusion of the deposit Account Agreement and upon receipt of monetary funds on the deposit account in the amount not lower than the Minimum Amount of the deposit account.
5. PKO Bank Polski SA shall operate deposit accounts, which may be renewable or non-renewable.
6. The deposit account and deposit service account may be opened for Customers with full capacity to perform acts in law, limited capacity to perform acts in law or without the capacity to perform acts in law.
7. Apart from the operations specified in clause 1, under the deposit Account Agreement PKO Bank Polski SA shall enable using:
 - 1) the electronic banking services, with the exclusion of the accounts operated for the benefit of natural persons without the capacity to perform acts in law,
 - 2) other Additional Services and products offered by PKO Bank Polski SA in accordance with separately prescribed terms and conditions.
8. The agreed period shall commence on the date of receipt of monetary funds on the deposit account and shall end on:
 - 1) for periods stated in days – upon the lapse of the last day of such period,
 - 2) for periods stated in months – upon the lapse of the day of the last month of such period corresponding to the day preceding the date on which the monetary funds were credited to the deposit account, and if there is no such day in the last month of the agreed period – on the last day of such month.
9. Upon the lapse of the agreed period, the Deposit Account Agreement shall be extended for the same agreed period on the terms and conditions relating to the interest rate applicable on the day on which the Account Agreement is extended, unless the Deposit Account Agreement states otherwise.
10. In the case of the extendable deposit accounts, the interest compliant with the Deposit Account Agreement or an Instruction placed by the Account Holder may be credited towards the Balance of the deposit account or be transferred to an account indicated by the Account Holder.
11. The monetary funds collected on the deposit account shall bear interest according to the following interest rates determined per annum:
 - 1) fixed interest rate during a given agreed period, or
 - 2) variable interest rate.
12. Monetary funds accumulated on the deposit account and the interest due shall be placed at the disposal of the Account Holder on the Account referred to in clause 2 on the following dates:
 - 1) not later than on the first day upon the lapse of the agreed period – if the agreed period was observed,
 - 2) on the day of placing an Instruction – in the case of a withdrawal executed prior to the end of the agreed period.
13. The interest on the monetary funds accumulated on the deposit account shall be compounded on the terms and conditions as prescribed in the Deposit Account Agreement.
14. The terms and conditions regulating withdrawal of monetary funds accumulated on the deposit account prior to the agreed period shall be provided for in the Deposit Account Agreement.

**SECTION III
DEBIT LIMIT IN THE SAVINGS AND CHECKING ACCOUNT**

**CHAPTER 1
AUTHORIZED OVERDRAFT**

§ 26.

1. Subject to § 30 clause 2, the Account Holder with full capacity to perform acts in law may place Instructions resulting in the Authorized Debit Balance on the savings and checking account, if the Account Holder and PKO Bank Polski SA agreed so.
2. The Account Holder referred to in clause 1 may use the Authorized Debit Balance as of the first day of the calendar month following the month when the first Regular Receipt took place.
3. The amount of the Authorized Debit Balance in a given month shall correspond to the amount of average monthly Regular Receipts from the last three months immediately preceding the month when such Balance was calculated and may not exceed the maximum amount set in the Savings and Checking Account Agreement.

§ 27.

1. Regardless of the amount used, the Account Holder should repay the Authorized Debit Balance at the latest 30 days of its establishment.
2. The Authorized Debit Balance shall be deemed repaid if the receipts of monetary funds on the Account result in establishing on the Account the Balance in the amount equal to or higher than zero, as at the end of the calendar day.
3. The condition of further use of the Authorized Debit Balance shall be its repayment within the meaning of clause 2.

§ 28.

1. Unless the Savings and Checking Account Agreement states otherwise, PKO Bank Polski SA shall charge interest on the Authorized Debit Balance according to the variable interest rate defined for such type of balance, for the period from the value date of an operation resulting in an establishment of the Authorized Debit Balance until the day immediately preceding the value date of receipt of funds on the account that liquidates such balance and including such date.
2. Interests accrued on the Authorized Debit Balance are charged on a monthly basis from the funds kept on the account.

§ 29.

1. During the term of the Account Agreement, PKO Bank Polski SA may change the interest rate on the Authorized Debit Balance, if at least one of the below mentioned circumstances occurs:
 - 1) change of any of the basic interest rates of the National Bank of Poland by at least 0.25 pp,
 - 2) change of the rates for interbank deposits WIBOR 1M, WIBOR 3M, WIBOR 6M, WIBOR 9M, WIBOR 1Y, by at least 0.10 pp, in any period during the last 6 months.
2. PKO Bank Polski SA, taking into account the direction of changes of interest rates or rates referred to in clause 1, may decide to change the interest rate within 6 months of occurrence of the circumstances being the basis for change, in compliance with the principles of good banking practice and good practices.
3. The scope of change of interest rate of the Authorized Debit Balance in the circumstances as prescribed in:
 - 1) clause 1 point 1 - shall be from 0.25 pp up to three times the amount by which particular interest rate was changed,
 - 2) clause 1 point 2 - shall be from 0.10 pp up to three times the amount by which particular rate was changed.
4. The interest rate of the Authorized Debit Balance may be changed in line with the procedure as prescribed in § 19 clauses 6-8.

**CHAPTER 2
REVOLVING CREDIT**

§ 30.

1. The Account Holder of the savings and checking account with full capacity to perform acts in law may use the Revolving Credit in the savings and checking account on the basis of a separate Revolving Credit Agreement.
2. Upon conclusion of the Revolving Credit Agreement, the Authorized Debit Balance shall not be available for the Account Holder.

**SECTION IV
DEBIT CARD**

**CHAPTER 1
CARD ISSUANCE**

§ 31.

1. The Card shall be issued upon conclusion of the Card Agreement between the Account Holder and PKO Bank Polski SA.
2. The Card may be issued:
 - 1) to the Account Holder, or
 - 2) to the Card User indicated by the Account Holder, with regard to the Accounts specified in the Announcement.
3. The list of Accounts for which PKO Bank Polski SA shall issue the Card along with determination of the form of such Card shall be provided for in the Announcement.
4. The Card User shall carry out Transactions with the use of the Card on behalf of and for the benefit of the Account Holder.
5. The Account Holder, while appointing the Card User, should notify the Card User on the rules regulating the use of the Card, including the safety rules.
6. The Account Holder may at any time place an Instruction to cancel the Card issued to the Card User.
7. The Card Holder shall be obliged to immediately notify PKO Bank Polski SA on each and every change of data pertaining to the Card Holder or the Card User provided in the Instruction for issuing the Card.

§ 32.

1. The Holder of the Account for which the Card was issued (main account) may indicate a foreign currency account held by the Account Holder and operated in another currency for settlement of Card Transactions, subject to clause 4.
2. The Card Holder may indicate maximum one account for particular currency.
3. The service referred to in clause 1 shall be rendered available on the basis of the Instruction of the Card Holder placed in the manner specified by PKO Bank Polski SA in the materials enclosed to the Card and on the Website.
4. PKO Bank Polski SA shall publish the list of the accounts which may be indicated as the main account in the Announcement.

§ 33.

1. The Card Holder may, without providing reasons, withdraw from the Card Agreement within 14 days of the receipt of the first Card, provided that no Transaction was executed with such Card.
2. In the case of withdrawal from the Card Agreement, PKO Bank Polski SA undertakes to return the Card issue fee to the Account Holder, if such fee was charged. The amount of the Card issue fee shall be reduced by the costs of production and delivery of the Card.

§ 34.

1. The Card shall belong to PKO Bank Polski SA.
2. The Card with the signature strip should be signed by the person whose data are placed on the Card, immediately upon receiving the Card.

§ 35.

1. The Card received by the Card Holder or the Card User shall not be active.
2. The Card may be used upon its activation in the manner specified by PKO Bank Polski SA in the materials provided along with the Card and published on the Website.

3. The PIN number shall be established by the Card Holder or the Card User via electronic access channels, unless the Account Holder files an application for issuing the PIN number in other manner offered by PKO Bank Polski SA.

§ 36.

1. The Card validity period shall be specified by month and year printed thereon. The Card shall be valid until the last day of such month inclusive.
2. If the Card Holder fails to provide other Instruction 45 days before the expiry of the Card validity period at the latest, the Card shall be automatically renewed.
3. The renewed Card shall not be active. Provisions of § 35 clause 2 shall apply to the activation thereof.
4. In the case of termination of cooperation with an independent partner pertaining to joint issuance of cards of particular type or in the case of non-personalized cards, PKO Bank Polski SA shall reserve the right to issue free of charge, as a part of renewing or replacing, a card of other type, and shall notify the Account Holder on this fact.

**CHAPTER 2
SAFETY RULES**

§ 37.

The Card Holder or the Card User shall be obliged to:

- 1) use the Card in accordance with the provisions of the Card Agreement and the Rules,
- 2) keep the Card and protect PIN with due care and in compliance with safety rules,
- 3) not to keep the Card and PIN together,
- 4) not to disclose the Card and PIN to unauthorized persons,
- 5) not to disclose the data printed on the Card to third persons for purposes other than carrying out a Transaction, filing a complaint or reporting Card cancellation.
- 6) to immediately report to PKO Bank Polski SA a loss, theft, misappropriation, unauthorized use or access or destruction of the Card, subject to § 38.

§ 38.

1. A loss, theft, misappropriation, unauthorized use or access or destruction of the Card shall be immediately reported:
 - 1) via phone at the phone number available 24 hours a day, specified on the Card or in the information materials pertaining to the Card and on the Website,
 - 2) in person at any branch of PKO Bank Polski SA,
 - 3) via the Internet service.
2. PKO Bank Polski SA shall confirm acceptance of the report referred to in clause 1 by stating the date and time of report acceptance.
3. In the case of suspecting a theft, misappropriation, unauthorized use of or access to the Card, PKO Bank Polski SA recommends that the Card Holder reports the crime to the law enforcement authorities.

§ 39.

1. PKO Bank Polski SA may request the Card Holder for a written confirmation of a loss of the Card.
2. If the Card is reported to have been lost and then it is found, it may not be used and it should be destroyed.

§ 40.

PKO Bank Polski SA shall replace a lost or damaged Card with a newly issued Card.

**CHAPTER 3
CARD USE**

§ 41.

The Card may be used only by the person for whom it was issued.

§ 42.

1. The Card may be used in Poland and abroad at points of sale, bank outlets and ATMs and other devices marked with an approval sign printed on the Card, as well as on the Internet.
2. A point approving the Card may collect from the Account Holder an additional charge on account of Transaction carried out with the use of the Card (the so-called surcharge), provided that the Card Holder or the Card User is advised on such fee prior to initiating the Transaction. Such surcharge shall not constitute a revenue of PKO Bank Polski SA and shall be independent from the fees and commissions charged by PKO Bank Polski SA in accordance with the Tariff.

§ 43.

1. The Card shall be used for settlements with the use of the Card, including:
 - 1) cash withdrawals or payments at ATMs, cash deposit stations and bank outlets, as well as other institutions approving the Cards marked with an approval sign printed on the Card,
 - 2) making payments for goods and services, also on the Internet.
2. The Card shall be used for other services which are available for the Card.
3. PKO Bank Polski SA shall publish the up-to-date list of functionalities in the scope of available settlements and Additional Services for particular types and forms of Cards in the Announcement.

§ 44.

1. Card Transactions may be carried out within the limits determined for the Cards and up to the amount of funds available on the Account, and in the case of Cards for foreign currency account – up to the amount of funds available on the main account or associated account, with the exclusion of Transactions carried out without blocking the funds.
2. Contactless Transactions without the use of PIN or signature may be carried out up to the Contactless Transactions limit, excluding the Available Funds on the Account, whereas PKO Bank Polski SA shall provide details pertaining to the Contactless Transactions limits in the Announcement delivered on a durable data carrier prior to the Card issue.
3. The lack of monetary funds on the Account in the amount sufficient to settle Card Transactions shall result in past-due debt on such Account.

§ 45.

1. PKO Bank Polski SA shall issue and handle Cards with default limits, taking into account the maximum limits referred to in clause 2.
2. PKO Bank Polski SA shall set the maximum and default limits for the Cards issued in the Announcement delivered on a durable data carrier prior to the Card issue.
3. Upon the request of the Account Holder, PKO Bank Polski SA shall change the default limits set for the Cards, taking into account the maximum limits.

§ 46.

1. In order to carry out a Transaction properly, the Card Holder or the Card User shall be required to use the Card or its data in the manner as specified in the Rules and to authorize the Transaction.
2. While carrying out a Transaction, the Card Holder or the Card User shall be obliged, upon request of the person performing such Transaction, to produce an identify document, with the exclusion of Transactions carried out without physical use of the Card.
3. The Card Holder shall consent to the execution of a Transaction (authorize the Transaction) in at least one of the ways specified hereinbelow:
 - 1) entering the PIN code – at ATMs, cash deposit machines and payment terminals,
 - 2) placing its signature on the Transaction slip,
 - 3) providing required data, e.g.: the Card number, its expiry date, CVC2/CVV2 Code or 3D-Secure Code in the case of an Internet Transaction or the login and password,
 - 4) place the Card with contactless function in front of a payment terminal equipped with contactless reader in order to carry out the Transaction,
 - 5) physical use of the Card in a payment terminal without the need to confirm the Transaction with PIN number or signature.

4. Each Transaction performed through physical use of the Card shall be confirmed by relevant bill of sale issued by the point accepting Card payments. The bill of sale should be signed by the Card Holder or the Card User, unless the Transaction was confirmed by entering PIN or it was performed in a payment terminal without the need to confirm the Transaction with PIN number or in the form of the Contactless Transaction.
5. Non-cash Transactions shall be initiated by the recipient or through the recipient upon consenting to the execution of the Transaction by the Card Holder or the Card User or upon referring the payment instruction to the recipient.
6. Cash Transactions shall be initiated by the Card Holder or the Card User.
7. Cancellation of the payment instruction initiated by the Card Holder or the Card User may proceed only until it is received by PKO Bank Polski SA.
8. If a Transaction is initiated by the recipient or through the recipient, then the Card Holder or the Card User may not cancel the payment instruction upon referring the payment instruction to the recipient or upon granting the consent by the Card Holder or the Card User for the recipient to execute the Transaction.
9. The Card Holder or the Card User may revoke its consent to execute the Transaction at any time, but not later than until the payment instruction becomes irrevocable, in accordance with clauses 7 and 8.
10. The time of receiving the payment instruction shall be the time when PKO Bank Polski SA receives the instruction provided directly by the Card Holder or the Card User or by the recipient or through the recipient.
11. In order to control settlements, PKO Bank Polski SA recommends the Card Holder to keep documents confirming:
 - 1) execution of Transaction,
 - 2) rejection of execution of Transaction,
 - 3) cancellation of Transaction,
 - 4) execution of crediting Transaction (return of goods),
 until the information provided in the bank statements is checked.

§ 47.

If the past-due debt arises on the Account for which the Card was issued, PKO Bank Polski SA may refrain from issuing another Card.

§ 48.

1. PKO Bank Polski SA may block the Card in the case of:
 - 1) suspecting unauthorized use of the Card or intentional performance of an unauthorized Card Transaction,
 - 2) occurrence of justified reasons connected with security of the Card,
 - 3) increase of the risk of losing creditworthiness if the Account Holder uses the Authorized Debit Balance or revolving credit.
2. The block shall be held until the cause thereof ceases to exist.
3. PKO Bank Polski SA shall notify the Account Holder through electronic access channels or via phone that the Card is to be blocked prior to such blocking and, if it is not possible, immediately upon performing such operation, unless such notification would be unreasonable for safety reasons or prohibited under legal provisions.
4. In the case of suspecting unauthorized use of the Card or occurrence of reasons related to security of the Card, PKO Bank Polski SA may contact the Account Holder in order to block the Card.
5. If PKO Bank Polski SA becomes aware of any unauthorized Transaction executed with the use of the Card, then it shall cancel the Card and replace it with a newly issued Card.
6. In the case referred to in clause 5, PKO Bank Polski SA shall immediately attempt to explain the reasons for preventing the use of the Card with the Account Holder.
7. In the case of failure to contact the Account Holder in the face of the risk of possible unauthorized use of the Card, PKO Bank Polski SA shall cancel the Card and replace it free of charge with a newly issued Card.
8. PKO Bank Polski SA shall cancel the Card upon request of the Card Holder or the Card User.

CHAPTER 4 LIABILITY OF PARTIES

§ 49.

1. Subject to clauses 2-6, in the case of an unauthorized Transaction, PKO Bank Polski SA shall be obliged to immediately return to the Account Holder the amount of the unauthorized Transaction or restore the Balance of the Account of Account Holder, as if the unauthorized Transaction did not take place, unless the Account Holder failed to comply with the term for filing the report referred to in § 55 clause 8.
2. Until the time of filing the report referred to in § 38 clause 1, the Account Holder, taking into account clause 3, shall be held liable for any financial liabilities arising as a result of an unauthorized Transaction executed with such Card up to the amount in PLN equivalent to 150 EUR, calculated according to the average exchange rate announced by the National Bank of Poland, applicable on the day of executing the Transaction, if the unauthorized Transaction arises out of:
 - 1) use of the Card which was lost or stolen from the Card Holder or the Card User,
 - 2) misappropriation of the Card or unauthorized use thereof resulting from infringement by the Card Holder or the Card User of the obligations referred to in § 37 points 1-5.
3. The Account Holder shall be held liable up to the full amount of unauthorized Transactions if the Card Holder or the Card User caused them intentionally or as a result of intentional infringement or infringement arising out of gross negligence by the Card Holder or the Card User regarding at least one of the obligations referred to in § 37.
4. From the time of reporting loss, theft, misappropriation, unauthorized use of the Card or unauthorized access to the Card referred to in § 38 clause 1, PKO Bank Polski SA shall hold the Account Holder harmless for financial liabilities resulting from unauthorized Transactions, unless the Card Holder or the Card User caused them intentionally.
5. PKO Bank Polski SA may hold the Account Holder harmless for any financial liabilities arising out of unauthorized Transaction executed prior to the report referred to in § 38 clause 1 with the use of a lost, stolen or misappropriated Card, unauthorized use of the Card or access to the Card up to the amount in PLN equivalent to 150 EUR, calculated according to the average exchange rate announced by the National Bank of Poland, applicable on the day of executing the Transaction, subject to clause 3.
6. If PKO Bank Polski SA fails to ensure possibility to file the report as specified in § 38 clause 1, then the Account Holder shall not be held liable for financial liabilities resulting from unauthorized Transactions, unless the Card Holder or the Card User caused the unauthorized Transactions intentionally.
7. If the payment instruction is initiated by the Card Holder or the Card User, then PKO Bank Polski SA shall be held liable for non-execution or improper execution of the Transaction, subject to § 55 clause 8. The liability of PKO Bank Polski SA shall be excluded in the case of force majeure or if non-execution or improper execution of the payment instruction results from other legal provisions.
8. If PKO Bank Polski SA is held liable in accordance with clause 7, then PKO Bank Polski SA shall immediately restore the Balance of the Account, as if the non-execution or improper execution of the Transaction did not take place.
9. If the payment instruction is initiated by the recipient or through it and if the provider of the recipient is not held liable for non-execution or improper execution of the Transaction, then PKO Bank Polski SA shall be held liable therefor. To the liability of PKO Bank Polski SA the provisions of clause 7 shall apply accordingly.
10. The liability of PKO Bank Polski SA referred to in clauses 8 and 9 shall also cover the fees and commissions charged to the Account Holder as a result of non-execution or improper execution of the Transaction.
11. The Account Holder may, within 8 weeks of the date of debiting the Account, request that PKO Bank Polski SA return the amount of an authorized non-cash Transaction initiated by the recipient or through the recipient, which was already executed, provided that all the following conditions are observed:
 - 1) no specific amount was indicated upon authorization, and
 - 2) the amount of the Transaction is higher than the amount which the Card Holder or the Card User could expect, taking into account the type and value of previous Transactions, terms and conditions prescribed in the Account Agreement and circumstances relevant in a given case.
12. Upon request of PKO Bank Polski SA, the Account Holder shall be obliged to present factual circumstances confirming that the conditions referred to in clause 11 are observed. The Account Holder may not invoke reasons related to currency conversion if the currency exchange rate was applied in accordance with § 51.
13. Within 10 Business Days of the date of receiving the request referred to in clause 11, PKO Bank Polski SA shall return the full amount of the Transaction to the Account or provide justification for refusal of the return, indicating authorities to which the Account Holder may refer in such case if the Account Holder does not agree with the justification presented.
14. The Account Holder shall not be entitled to the return referred to in clause 11 if it gave its consent to execute the Transaction directly to PKO Bank Polski SA or if PKO Bank Polski SA provided or rendered available the information on the future Transaction to the Card Holder or the Card User in an agreed manner at least 4 weeks prior to the execution date of the Transaction, or if PKO Bank Polski SA or the recipient rendered such information available to the Account Holder in an agreed manner for at least 4 weeks prior to the execution date of the payment instruction.

CHAPTER 5
RULES GOVERNING SETTLEMENT OF CARD TRANSACTIONS

§ 50.

1. All Transactions shall debit the Account with the date of its execution.
2. The Card Holder shall be obliged to ensure that the monetary funds are available on the Account in the amount sufficient to cover the liabilities resulting from execution of Card Transactions.

§ 51.

1. Card Transactions debiting the savings and checking account:
 - 1) executed in foreign currencies, for which PKO Bank Polski SA provides the exchange rate table, shall be translated by PKO Bank Polski SA from the Transaction currency into the Polish currency in accordance with the set sales exchange rates for a given currency applicable as at the date of executing the Transaction; the exchange rate table of PKO Bank Polski SA shall be available at the Outlets and on the Website,
 - 2) executed in foreign currencies, for which PKO Bank Polski SA does not provide the exchange rate table, shall be translated into EUR according to the exchange rates and rules applied by the Payment Organization, whose acceptance mark shall be printed on the Card, and then shall be translated into the Polish currency in accordance with point 1, subject to clause 2.
2. As of the date specified in the Announcement provided on a durable data carrier, the Card Transactions debiting the savings and checking account:
 - 1) executed in EUR shall be translated by PKO Bank Polski SA from the Transaction currency into the Polish currency in accordance with the set sales exchange rates for a given currency applicable as at the date of executing the Transaction; the exchange rate table of PKO Bank Polski SA shall be available at the Outlets and on the Website,
 - 2) executed in other currencies than EUR or the Polish currency shall be translated into EUR according to the exchange rates and rules applied by the Payment Organization, whose acceptance mark shall be printed on the Card, and then shall be translated into the Polish currency in accordance with point 1.
3. In the case of the Cards issued for the main account:
 - 1) Transactions executed in the currency of the main account shall debit the main account in the currency thereof,
 - 2) Transactions executed in the currency of the associated account shall debit the associated account in the currency thereof; lack of funds on the associated account shall result in debiting the main account with the Transaction amount translated into the currency of the main account by the Payment Organization, whose acceptance mark shall be printed on the Card, according to exchange rates and rules applied such organization,
 - 3) Transactions executed in the currency other than the currency of the main or associated account shall debit the main account after translating the Transaction amount into the currency of the main account by the Payment Organization, whose acceptance mark shall be printed on the Card, according to exchange rates and rules applied by such organization,
 - 4) Transactions executed at ATMs of PKO Bank Polski SA shall be translated by PKO Bank Polski SA according to the exchange rates table, at sales exchange rate set for a given currency applicable as at the date of executing the Transaction, if the main account is operated in currency other than the Polish currency; the exchange rate table of PKO Bank Polski SA shall be available at the Outlets and on the Website.

§ 52.

1. PKO Bank Polski SA may block monetary funds on account of unsettled Card Transactions.
2. The blocking referred to in clause 1 shall be cancelled upon debiting the Account, and in the case of Cards for the foreign currency account – upon debiting the main or associated account, with the amount of the settled Transaction, or upon the lapse of 7 days of the Transaction execution date, if PKO Bank Polski SA does not receive the confirmation of Transaction settlement. If PKO Bank Polski SA does not receive the confirmation of Transaction settlement within 7 days, PKO Bank Polski SA may charge the Account Holder with the amount of the Transaction and fees and commissions due on a later date, upon receiving the confirmation of Transaction settlement; such charge shall proceed as at the Transaction execution date.
3. In the case of Transactions executed without blocking the funds, the Balance of the Account, and in the case of Cards for the foreign currency account – the Balance of the main or associated account, shall be decreased only upon settlement of the Transaction with the Transaction execution date, which may result in past-due debt on the Account, and in the case of Cards for the foreign currency account it may result in past-due debt on the main or associated account.

SECTION V
PAST-DUE DEBT

§ 53.

Past-due debt (in the rules referred to in § 1 clauses 6 points 2-6, hereinabove referred to as unauthorized debit balance) may arise as a result of the following:

- 1) settlement of a Card Transaction or charging fees or commissions exceeding the balance of funds available on the Account, or
- 2) charging the advances for income tax or health insurance contributions from foreign sick pensions and pensions executed by PKO Bank Polski SA in the amount exceeding the balance of funds available on the Account, or
- 3) failure to observe the deadline for repayment of the Authorized Debit Balance by the Account Holder, or
- 4) as a result of the circumstances referred to in § 56.

§ 54.

1. PKO Bank Polski SA shall charge interest on the amount of the past-due debt referred to in § 53 according to the variable interest rate for past-due debt set by PKO Bank Polski SA and corresponding to the maximum interest rate on account of delay, resulting from generally applicable legal provisions.
2. Change of the maximum interest rate on account of delay shall result in respective change of the interest rate for past-due debt.
3. PKO Bank Polski SA shall notify the Account Holder on the change of interest rate for past-due debt until the end of the calendar month in which the change took place, in the form of the Announcement.
4. The past-due debt period shall be calculated from the day following the day on which the past-due debt arose to the day of its repayment inclusive.
5. If the past-due debt arises, PKO Bank Polski SA may undertake actions against the Account Holder in order to notify it thereon and to recover the receivables, i.e. send letter post (notifications, reminder letters), taking into account the provisions of clause 6.
6. PKO Bank Polski SA shall reserve the right to undertake additional operations, along with the operations indicated in clause 5, i.e.:
 - 1) sending text messages to mobile phone,
 - 2) making phone calls,
 - 3) making visitations.
7. In the case of performing operations referred to in clauses 5 and 6, PKO Bank Polski SA may charge the Account Holder in the following manner:
 - 1) twice – with the fee for sending letter post (regardless of the number of addressees, one fee for the first letter post and one fee for the second letter post shall be charged),
 - 2) once – with the fee for sending text messages to mobile phone,
 - 3) twice – with the fee for making phone calls,
 - 4) once – with the fee for making visitations.
8. PKO Bank Polski SA may perform the operations referred to in clauses 5 and 6 at intervals enabling the Account Holder to immediately pay monetary funds towards repayment of the past-due debt.
9. As a result of repayment of the past-due debt, further operations referred to in clauses 5 and 6 shall not be performed.
10. If upon repayment of the debt referred to in clause 9 a new past-due debt arises, PKO Bank Polski SA may repeat the operations referred to in clauses 5 and 6 and may charge the Account Holder again with the fees for performance thereof.
11. For the operations specified in clauses 5 and 6, PKO Bank Polski SA shall charge a fee in accordance with the rates established in the Tariff.
12. During the term of the Account Agreement, PKO Bank Polski SA may change the fees referred to in clause 11, in accordance with the principles pertaining to amendments of the Tariff referred to in § 18.

SECTION VI FINAL PROVISIONS

CHAPTER 1 PROCEDURE FOR FILING AND EXAMINING CLAIMS, COMPLAINTS OR REQUESTS

§ 55.

1. The Account Holder may lodge a claim, complaint or request to PKO Bank Polski SA with respect to bank products or Additional Services in the following forms:
 - 1) written – in person at the Outlet or by mail,
 - 2) oral – in person at the Outlet or via phone,
 - 3) via electronic meanssubject to clause 3.
2. The telephone numbers, e-mail addresses and addresses for filing claims, complaints or requests by the Customer may be found on the Website and at the Outlets.
3. Having detected any irregularities referring to Card Transactions, the Card Holder or the Card User should immediately file a complaint, taking into account clause 6. A complaint should include the following information: number of the Card, first and last name of the Card Holder or the Card User, date of executing the Transaction, original amount of the Transaction executed, name of the point or ATM where the Transaction was executed, indication of the reason of filing the complaint and confirmation whether the Card Holder or the Card User held the Card upon execution of the challenged Transaction. The above information shall be provided for each Transaction executed with the use of the Card subject to complaint.
4. Such complaint should be appended by any documents required to consider the claim or complaint. PKO Bank Polski SA shall notify the Customer on any required documents. The documents may be filed in person or sent by fax, e-mail or mail (if the complaint is reported by phone).
5. The complaint, with the exclusion of complaint referred to in clause 3, should contain in particular data pertaining to the Customer, date of the event concerned, along with the description of the reported reservations or irregularities and the description of the expected manner for examining such complaint.
6. In the case of complaints referring to Transactions executed with the use of the Card which was reported to have been lost, the Account Holder should provide PKO Bank Polski SA with the signed declaration including the following information: number of the Card, first and last name of the Card Holder or the Card User, Personal Identification Number PESEL, date and time of cancelling the Card, current contact data, circumstances of losing the Card, manner in which it was stolen, in the case of losing the Card – when the loss of the Card was noticed, place, date, time, information pertaining to the last Transaction carried out by the Card Holder or the Card User and the manner in which the Card and PIN were kept.
7. The Customer should immediately file complaints pertaining to unauthorized, non-executed or improperly executed Instructions referred to in § 15 clause 1 and § 43 clause 1.
8. Failure to file the complaint referred to in clause 7 within 13 months of the date of debiting the Account or of the date on which the Transaction was to be carried out shall result in cancellation of the Customer's claim against PKO Bank Polski SA on that account.
9. PKO Bank Polski SA shall examine the claims and complaints immediately, within the period not longer than 30 days. If it is not possible to examine a complaint within such period, then PKO Bank Polski SA shall inform the Customer on the planned date of reply.
10. Following examination of a claim or complaint, the Customer shall receive an answer in writing or in other form as agreed with PKO Bank Polski SA.
11. In the cases concerning bank products and Additional Services, the Customer may refer to the Municipal and District Consumer Ombudsmen, and with regard to insurance products – to the Insurance Ombudsman.
12. The Customer may also refer to the Banking Ombudsman [Bankowy Arbitraż Konsumentcki] in the cases falling within its competence for an out-of-court settlement of a dispute arising out of the concluded master agreement.

§ 56.

1. Following a preliminary examination of the complaint pertaining to the Card, PKO Bank Polski SA may credit the Account with the Transaction amount resulting from the Transaction subject to complaint and any fees and commissions due with the date of execution thereof.
2. If, upon completion of the complaint procedure, the complaint is not recognized fully or in part, PKO Bank Polski SA may debit the Account with relevant amount of the Transaction and fees and commissions connected therewith and not recognized in the complaint with the date of primary crediting referred to in clause 1.

CHAPTER 2 AMENDMENT TO THE PROVISIONS OF THE RULES

§ 57.

PKO Bank Polski SA may amend the Rules in the case of:

- 1) introducing new or waiving or amending generally applicable legal provisions in the scope affecting the Account or the Card,
- 2) extending, amending or limiting functionality of services, amending the rules governing the use of services by the Account Holder, introducing new services, resigning from certain operations being the subject of services provided by PKO Bank Polski SA under the master agreement concluded with the Account Holder,
- 3) necessity to adjust the master agreement to the requirements related to consumer protection,
- 4) issuing court orders or decisions, recommendations or advice of the National Bank of Poland, Financial Supervision Authority or other public administration bodies affecting the provisions of the master agreement.

§ 58.

1. PKO Bank Polski SA shall be obliged, not later than two months prior to the proposed effective date of the amendment referred to in § 57, to notify the Account Holder on such amendment in the manner referred to in § 66 clause 1 along with the reason thereof, possibility and term for the Customer to file a written declaration on termination of the Account Agreement or to file its objection thereto.
2. If prior to the planned effective date of the amendment the Account Holder:
 - 1) fails to terminate the Account Agreement or to file the written objection referred to in clause 1 – then it shall be assumed that the amendment was accepted and it is binding as of the effective date thereof,
 - 2) terminates the Account Agreement – the agreement shall be terminated with immediate effect, free of charge,
 - 3) files its objection to such amendments, but fails to terminate the Account Agreement – then the Account Agreement shall expire as at the day preceding the effective date of the proposed amendments, free of charge.
3. Taking into account § 8 clauses 2-4, the Customer, while terminating the Account Agreement or filing its objection to the proposed amendment, should indicate the manner of disposing the Account Balance.

CHAPTER 3 TERMINATION AND DISSOLUTION OF THE ACCOUNT AGREEMENT

§ 59.

The Account Agreement shall be dissolved in the case of:

- 1) termination of the Account Agreement by the Account Holder or PKO Bank Polski SA, upon the lapse of the termination period,
 - 2) lapse of the term for which the Account Agreement was concluded
- subject to §§ 4 clause 1, 18 clause 2, 19 clause 7, 29 clause 4, 54 clause 12, 58 clauses 2 and 3.

§ 60.

1. Subject to § 9, the Account Holder may, at any time and without providing the reasons, terminate the Account Agreement, including the Card Agreement, in writing.
2. The termination period referred to in clause 1 shall be one month subject to §§ 4 clause 1, 18 clause 2, 19 clause 7, 29 clause 4, 54 clause 12, 58 clauses 2 and 3, and shall be calculated from the date of delivery of termination notice to PKO Bank Polski SA.
3. The Parties may agree on a termination period shorter than the one indicated in clause 2.
4. Taking into account § 8 clauses 2-4, the Account Holder, while terminating the Account Agreement, should dispose of the funds accumulated on the Account.
5. Upon termination of the Account Agreement, the monetary funds with regard to which no Instruction referred to in clause 4 was placed, shall not bear any interest.

§ 61.

1. Termination of the Account Agreement shall result in termination of the agreements for Cards issued for such Account.
2. On the date of termination the Card Agreement, PKO Bank Polski SA shall cancel the Cards issued thereunder.
3. Until the day of terminating the Account Agreement at the latest, the Account Holder shall be obliged to:
 - 1) repay the entire debt on the Accounts covered by the termination along with interest, fees, commissions and charges due,
 - 2) return to PKO Bank Polski SA all Cards issued for the Accounts covered by the termination.
4. Termination of the Account Agreement or the Card Agreement shall not discharge the Account Holder from its obligation to settle all financial liabilities resulting therefrom.

§ 62.

1. Filing resignation from all Cards issued for the Account by the Account Holder shall be tantamount to terminating the Agreement in the scope relating to the Card.
2. Filing resignation from reissuing all Cards by the Account Holder shall result in terminating the Agreement in the scope relating to the Cards, as at the expiry date of the Card with the longest validity period.

§ 63.

1. PKO Bank Polski SA may terminate the Account Agreement only for the following significant reasons:
 - 1) lack of movements on the savings and checking account for the period of 6 months, apart from periodical charging interest and payment thereof,
 - 2) lack of movements on the savings and checking account for the period of 6 months, apart from periodical charging interest and payment thereof, as well as bank fees and commissions, and the balance of the Account does not exceed the Minimum Amount, if it was specified in the Account Agreement, or the Account Holder fails to pay the total amount of the fees or commissions due to PKO Bank Polski SA in accordance with the Tariff, for at least 6 consecutive months,
 - 3) lack of movements on the savings and checking account for the period of 6 months, apart from periodical charging interest and payment thereof, as well as bank fees and commissions, and the balance of the Account does not exceed the Minimum Amount,
 - 4) no positive Balance on the deposit service account for the period of 6 months, from the date of maturity of the last deposit operated in connection therewith,
 - 5) lack of receipt of monetary funds on the savings and checking account, savings account and foreign exchange account for the period of 3 months from the date of opening the Account,
 - 6) causing past-due debt and failure to settle the payables resulting from the Account Agreement,
 - 7) if PKO Bank Polski SA is no longer able to operate the Account according to the previous rules due to significant amendment to the terms and conditions, or if respective providers cease to render telecommunication, postal, courier, IT, payment or settlement services required for performance of the Account Agreement, or if the IT applications required for performance of the Account Agreement are withdrawn from service, or for any other reasons preventing PKO Bank Polski SA from performing the Account Agreement in accordance with legal provisions pertaining to operation of the Account,
 - 8) if the Customer loses full capacity to perform acts in law, insofar as it is required for holding the Account,
 - 9) PKO Bank Polski SA is not able to perform its duties due to application of financial safety measures as determined in the Act on Prevention of Money Laundering and Financing Terrorism,
 - 10) if the Account is used for money laundering or financing terrorism,
 - 11) if it may be reasonably suspected that the funds accumulated on the Account derive from or are connected with crimes other than those determined in point 10,
 - 12) the Account Holder provided false information or concealed the truth with regard to information which, in accordance with legal provisions, the Account Holder is obliged to provide to PKO Bank Polski SA as the entity operating the Account,
 - 13) if the Customer performs the Account Agreement in a manner contrary to the nature and the social and economic purpose thereof, including using the Account for settlements related to conducting business or gainful activity.
2. PKO Bank Polski SA may refrain from providing the Additional Services if it is no longer able to provide such services according to the previous rules due to a significant amendments to the terms and conditions, or if respective providers cease to render telecommunication, postal, courier, IT, payment or settlement services required for performance thereof, or if the IT applications required for provision of the Additional Services are withdrawn from service, or for any other reasons preventing PKO Bank Polski SA from providing the Additional Services in accordance with legal provisions pertaining thereto.
3. In the cases referred to in clause 1, the termination period for the Account Agreement shall be two months and shall be calculated from the day following the day on which PKO Bank Polski SA delivers the termination notice to the Account Holder.
4. PKO Bank Polski SA shall terminate the Account Agreement in writing, indicating reasons therefor.

CHAPTER 4 OTHER PROVISIONS

§ 64.

1. Without a separate consent of the Customer, PKO Bank Polski SA may charge, through deduction from the monetary funds accumulated on the Accounts operated by PKO Bank Polski SA for the benefit of the Account Holder, its receivables on account of:
 - 1) past-due debt or outstanding receivables on account of:
 - a) interest,
 - b) Transactions executed with the use of payment cards issued for the Account, if the Card Agreement states so,
 - c) revolving credits associated with such Accounts,
 - d) other credits granted by PKO Bank Polski SA, insofar as the Credit Agreement states so;
 - 2) advances for income tax and health insurance contributions from foreign sick pensions and pensions executed by PKO Bank Polski SA.
2. In the absence of monetary funds on the Account, each receipt of monetary funds on the Account shall be credited towards repayment of receivables.
3. If the Account from which the receivables are to be repaid is operated in other currency than the Account on which the debt arose, then PKO Bank Polski SA shall convert the monetary funds, in accordance with the rules as prescribed in separate provisions referred to in § 1 clause 5.

§ 65.

1. Transactions executed on the Accounts, with the exclusion of deposit accounts, shall be confirmed with bank statements provided to the Account Holder in the manner agreed therewith.
2. PKO Bank Polski SA shall undertake the following actions with regard to the Account Holder having the access to the Internet service within the frames of the concluded Agreement for Electronic Banking Services:
 - 1) it shall enable constant access to the information pertaining to the current Balance of the Accounts, changes thereof, as well as executed Transactions,
 - 2) it shall send - through such service - notifications on the refusal to execute a payment instruction.
3. If the Account Holder does not have the access to the Internet service within the frames of the concluded Agreement for Electronic Banking Services or chooses another form of delivery of statements and notifications, then PKO Bank Polski SA shall provide the information referred to in clause 2 in the manner agreed therewith.
4. The Account Holder shall be obliged to check the correctness of the Transactions and the Account Balance on a regular basis.

§ 66.

1. PKO Bank Polski SA shall provide the Account Holder with information required in connection with performance of the Account Agreement on a durable data carrier:
 - 1) in the electronic banking system - if the Account Holder concluded with PKO Bank Polski SA the Agreement for Electronic Banking Services, or
 - 2) via e-mail - upon request of the Account Holder, or
 - 3) via mail - in other cases.
2. PKO Bank Polski SA shall send declarations or notifications to the most recently provided address of the Account Holder available to PKO Bank Polski SA.
3. Information pertaining to the contact channels with PKO Bank Polski SA may be found on the Website and at the Outlets.

§ 67.

In the case of any change of the data required for operating the Account, including: residential address, correspondence address, first, middle and last name, series and number of identity document, phone number, e-mail address, or, in the case of losing the identity document, the Customer shall be obliged to immediately notify PKO Bank Polski SA on such events, in writing or in any other form admissible by PKO Bank Polski SA.

§ 68.

1. The Account Holder with full capacity to perform acts in law, subject to § 6 clause 1, may place at PKO Bank Polski SA the Instruction in case of death for the benefit of persons indicated in the Banking Law Act.
2. The Account Holder may revoke or amend the Instruction in case of death at any time.

§ 69.

Withdrawal on account of reimbursement of the costs of funeral of the Account Holder, subject to § 6 clause 1, shall be executed for the benefit of the person, for whom the bills are issued, upon presenting:

- 1) Death Certificate of the Account Holder,
- 2) originals of documents stating the amount of the costs of funeral borne by such person.

§ 70.

1. Withdrawal of the amounts due from the deposit account on the following account shall not constitute infringement of the agreed terms and conditions as prescribed in the deposit account agreement:
 - 1) costs of funeral, during the declared agreed period,
 - 2) Instruction in case of death and inheriting by heirs or legatees, if any of the heirs or legatees observes the agreed period in the scope of the portion of monetary funds accumulated on such Account falling thereto; in the above case the heir or legatee shall be entitled to interest in the amount as per observing the agreed period, proportionally to the share in the deposit amount thereof.
2. Withdrawal of monetary funds from the deposit account during the agreed period by any of the heirs or legatees shall constitute an infringement of the agreed terms and conditions pertaining to the deposit account and therefore it shall entail the loss of the accrued interest or receiving the interest according to the rules as prescribed in the deposit account agreement.

§ 71.

In order to enable PKO Bank Polski SA to perform its public law obligations, the Account Holder shall be obliged to:

- 1) notify PKO Bank Polski SA on crediting the Account with monetary funds on account of foreign pension or sick pension – prior to its first receipt,
- 2) file, taking into account § 75 clauses 1-2, documents confirming:
 - a) the nature of the payment referred to in point 1,
 - b) tax collection – if it is collected abroad,
- 3) documents referred to in point 2 should be delivered to PKO Bank Polski SA:
 - a) along with information referred to in point 1,
 - b) each time – in the case of change with regard to the documents filed before,
 - c) immediately – in the case of failure to file the documents in the manner as prescribed in point 1.

§ 72.

During the term of the Account Agreement, the Account Holder may demand at any time the access to the provisions of the Account Agreement and information as prescribed in Article 27 of the Payment Service Act, in a paper form or on other durable data carrier. Upon consent of the Account Holder, such information may be provided via e-mail or on the Website.

§ 73.

1. Funds accumulated on the Customer's personal accounts at PKO Bank Polski SA along with the receivables payable to the Customer which arise out of the bank operations performed with PKO Bank Polski SA shall be guaranteed by the Bank Guarantee Fund within the scope provided for in the Act on the Bank Guarantee Fund up to the total amount being a PLN equivalent of EUR 100,000.
2. Entities authorized to guarantee services from the Bank Guarantee Fund shall be as follows: natural persons, legal persons and organizational entities without legal personality, if they have legal capacity, entities referred to in Article 49 clause 3 of the Banking Law Act that are a party to the personal bank account agreement or that have a claim arising out of bank operations against PKO Bank Polski SA, which is covered by the guarantee system, and persons referred to in Article 55 clause 1 and Article 56 clause 1 of the Banking Law Act, with the exclusion of entities referred to in Article 2 point 1 letters a-k of the Act on the Bank Guarantee Fund.
3. Detailed information on the valid guarantee system operated by the Bank Guarantee Fund for monetary funds accumulated on bank accounts along with amendments to legal provisions in this scope shall be available on the website of PKO Bank Polski SA, www.bfg.pl, and at the Outlets.

§ 74.

Pursuant to the provisions of the Data Protection Act:

- 1) the data controller shall be Powszechna Kasa Oszczędności Bank Polski Spółka Akcyjna, with its registered office in Warsaw at 15 Puławska Street, 02-515 Warsaw;
- 2) the data are collected in connection with the services provided and products offered by PKO Bank Polski SA and may be used for the purposes connected with the activity of PKO Bank Polski SA,
- 3) the data collected may be shared with entities determined in the generally applicable provisions of law, in particular in the Banking Law Act;
- 4) The Customer shall have the right to access its data and correct them on the conditions as prescribed in the Data Protection Act;
- 5) providing the data shall be voluntary, but it shall be necessary for the conclusion and performance of the master agreement.

§ 75.

1. The language to be used in the relations between PKO Bank Polski SA and the Customer shall be Polish.
2. If it is necessary to file official documents in a foreign language with PKO Bank Polski SA, such documents should be provided to PKO Bank Polski SA along with the translation into Polish prepared by a sworn translator in Poland or a consul.
3. The governing law for conclusion and performance of the master agreement shall be the Polish law.
4. The courts competent with regard to settling disputes arising out of the master agreement shall be indicated in accordance with the generally applicable legal provisions.
5. The institution supervising the activity of PKO Bank Polski SA shall be the Polish Financial Supervision Authority. The Customer may file a claim pertaining to the activity of PKO Bank Polski SA with the Polish Financial Supervision Authority, if such action infringes legal provisions.