



**Terms and conditions of bank accounts, debit cards and electronic and telephone banking services provided by Getin Noble Bank S.A. to non-entrepreneur natural persons.**

(in force from 1 January 2022)

These Terms and Conditions (hereinafter: **Terms and Conditions of Accounts**) specify the terms and conditions of opening and maintaining bank accounts for non-entrepreneur natural persons by Getin Noble Bank S.A. with its registered office in Warsaw, the rules of issuing and using debit cards to these accounts and terms and conditions of making the electronic banking service and telephone banking service available.

**DEFINITIONS**

**§1.**

The terms used in the Terms and Conditions of Accounts shall have the following meanings:

1. **Mobile Application** — software dedicated to Mobile Devices, enabling the use of specific services and functionalities indicated in the Communication.
2. **Authorisation** — confirmation of an Instruction placed by the Holder or a person authorised by them in the manners specified in the Terms and Conditions of Accounts.
3. **Bank** — Getin Noble Bank Spółka Akcyjna with its registered office in Warsaw.
4. **Payer's Bank** — the bank maintaining the Payer's payment account.
5. **Payee's Bank** — the bank maintaining the Payee's payment account.
6. **Online Banking** — an access channel to products and services held with the Bank, allowing for access to information about them and placement of online Instructions using a web browser.
7. **Mobile Banking** — an access channel to products and services held with the Bank, allowing for access to information about them and placement of online Instructions using a dedicated Mobile Application.
8. **BGF** — the Bank Guarantee Fund.
9. **BLIK Cheque** — a 9-digit code generated in the Mobile Application at the User's request.
10. **PEP Family Member:**
  - a) a spouse or person cohabiting with a PEP;
  - b) a PEP's child and their spouse or a person cohabiting with them;
  - c) a PEP's parents.

11. **DCC (Dynamic Currency Conversion)** — the dynamic transaction amount conversion service, available at certain ATMs and payment terminals, enabling payment in the currency of the country where the Card was issued.
12. **Permitted Overdraft** — a limit granted to the Account Holder by the Bank, enabling the Holder to exceed the funds accumulated on the Account. The product is offered by the Bank for selected Accounts.
13. **Fee Document** — a document concerning fees charged by the Bank for services provided in connection with the maintenance of a payment account, enabling the consumer to compare offers of operators maintaining payment accounts.
14. **Operator** — the Bank or another entity providing payment services under the APS.
- 14a. **Operator of the Payment Initiation Service** — an Operator conducting business activity within the scope of the payment initiation service, hereinafter referred to as the PIS Operator.
- 14b. **Operator of the Account Information Service** — an Operator conducting business activity within the scope of the Account information service, hereinafter referred to as the AIS Operator.
15. **Instruction** — any declaration of will of the Holder or a person authorised by the Holder as part of the account functionalities, as well as services and functionalities provided by the Bank via Remote Channels, including a Payment Order.
16. **Business Day** — a day other than Saturday or a public holiday.
17. **Express Elixir** — a system of express transfers in PLN between the system participants during specified hours, operated by Krajowa Izba Rozliczeniowa S.A.
18. **Photo Payment** — a transfer order placed in Mobile Banking, where the data necessary for the proper execution of the transfer order are obtained on the basis of a photograph of a QR (Quick Response) code, taken with the use of a Mobile Device.
19. **BLIK Cheque Password** — a 4-digit code used for Authorisation of Transactions executed using a BLIK Cheque.
20. **Online Password** — a string of characters used to identify the User in Online Banking.
21. **Mobile Password** — a string of characters used to identify the User in Mobile Banking, including other authentication methods indicated in the Communication.
22. **Telephone Password** — a string of characters used to identify the User on the Helpline as part of the Telephone Banking Service.
23. **Incident** — an-unexpected event that has a negative impact on the integrity, availability, confidentiality, authenticity or continuity of payment services or gives rise to a significant probability of such impact, or a series of such events.
24. **Helpline** — a telephone service through which the Bank provides the Telephone Banking Service and offers the Bank's products and services.

25. **Remote Channels** — access channels to the Electronic Banking Service, in particular Online Banking, Mobile Banking and Telephone Banking Services, in particular the Helpline.
26. **Debit Card** — a payment card within the meaning of the APS, entitling one to execute Transactions debiting the Account, hereinafter referred to as the Card.
27. **Product Sheet** — a sheet specifying the Deposit parameters.
28. **KIR SA** — Krajowa Izba Rozliczeniowa S.A.
29. **Authorisation Code** — a code used for Authorisation of an Instruction placed by the User. In Online Banking — SMS Code. In Mobile Banking: SMS Code, Mobile Banking PIN or BLIK Cheque Password.
30. **BLIK Code** — a single-use 6-digit code generated by the Bank, necessary to execute Transactions as part of the BLIK Service.
31. **PIN** — a confidential four-digit number used for Authorisation of Instructions executed using the Card.
32. **Mobile Banking PIN** — a code used for Authorisation of an Instruction placed by the User in Mobile Banking.
33. **SMS Code** — a single-use code generated by the Bank and sent in the form of an SMS Notification, used for Authorisation of an Instruction placed by the User in Online Banking or Mobile Banking.
34. **Communication** — information on the functionalities available in Remote Channels and limits within the BLIK Service, available on the Bank's website.
35. **Payment Card Communication** — "Communication on the terms and conditions of making available, handling and using payment cards issued in Getin Noble Bank S.A.", constituting an Appendix to the Terms and Conditions of Accounts.
36. **Payment Account Overdraft** — the service referred to in Article 2 item 16b of the Act of 19 August 2011 on payment services (hereinafter: the "Overdraft Limit").
37. **Ordinary Management Limit** — the total monthly limit equivalent to the average monthly remuneration in the enterprise sector without profit-sharing bonuses, announced by the President of the Central Statistical Office; the amount of the limit changes starting from the calendar month immediately following the month of announcement by the President of the Central Statistical Office.
38. **Login** — a unique string of characters used to identify the User in Remote Channels.
39. **Deposit** — a term savings deposit account.
40. **Mobile Authorisation** — Authorisation of an Instruction placed by a User using the Mobile Application.

41. **Non-Resident** — a natural person not domiciled in the territory of the Republic of Poland within the meaning of Article 3 paragraph 1a of the Act of 26 July 1991 on personal income tax.
42. **Debit Card Handling** — a service enabling the Payer to use the payment card, referred to in Article 2 item 15a of the Act of 19 August 2011 on payment services, if the amount of each transaction executed with the card debits the balance of the Payer's payment account.
43. **Payee** — a natural person, legal person or organisational unit without legal personality, granted legal capacity by the law, who is the recipient of cash constituting the subject of the Transaction.
44. **Contractual Term** — the period for which the Deposit is opened.
45. **Payment Organisation** — MasterCard or VISA.
46. **Minor** — a natural person who is under 18 years of age and does not have full legal capacity.
47. **Close Associates of PEP:**
  - a) natural persons who are beneficial owners of legal persons, organisational units without legal personality or trusts jointly with a politically exposed person or who maintain other close relations with such a person in connection with the conducted business activity;
  - b) natural persons who have sole beneficial ownership of legal persons, organisational units without legal personality or trusts which are known to have been set up for the benefit de facto of a politically exposed person.
48. **Member State** — a Member State of the European Union or a Member State of the European Free Trade Association (EFTA) — party to the Agreement on the European Economic Area (EEA).
49. **Pay By Get** — a service intended for Users making purchases online, consisting in submitting a transfer order with data provided by a third party providing online payment services. The User cannot change the data of the transfer order, except for indicating the payment account, maintained in PLN and made available via Online Banking, from which the transfer order will be executed.
50. **Proxy** — a natural person with full or limited legal capacity, authorised by the Holder to perform the activities indicated in the power of attorney document.
51. **PEP** — means, with the exception of middle- and lower-level positions, persons occupying significant public positions or performing significant public functions, including:
  - a) heads of state, heads of governments, ministers, deputy ministers, secretaries of state;
  - b) members of parliaments or similar legislative bodies;

- c) members of the governing bodies of political parties;
- d) members of supreme courts, constitution tribunals and other high-level judicial bodies, whose decisions are not subject to further appeal, apart from exceptional circumstances;
- e) members of the courts of auditors or management boards of central banks;
- f) ambassadors, charges d'affaires and senior officers of the armed forces;
- g) members of administrative, management or supervisory bodies of state-owned enterprises, companies with State Treasury shareholding in which more than half of shares are held by the State Treasury of other state-owned legal persons;
- h) directors, deputy directors and members of bodies of international organisations or persons occupying equivalent functions in these organisations;
- i) general directors in chief and central state authorities, general directors in province authorities;
- j) other persons holding public office or performing public functions in state authorities or central governmental bodies.

The list of national public offices and functions which are politically exposed is defined in the Regulation of the Minister of Finance, Funds and Regional Policy of 27 July 2021 on the list of national public offices and functions which are politically exposed.

- 52. **Bank Branch** — a separate place (premises) where the Bank provides services covered by the Terms and Conditions of Accounts and the relevant agreement.
- 53. **Distributor's Branch** — a separate place (premises) where an entity performing certain activities indicated in Article 6a paragraph 1 of the Banking Law for and on behalf of the Bank provides, pursuant to the Bank's entrustment, services covered by the Terms and Conditions of Accounts and the relevant agreement.
- 54. **Franchise Branch** — a branch of an entrepreneur performing, for and on behalf of the Bank, the entrusted activities covered by the Terms and Conditions of Accounts and the relevant agreement.
- 55. **Payer** — a natural person, legal person or an organisational unit without legal personality, provided that it has legal capacity, ordering the Bank, directly or through a PIS Operator, to execute a Payment Order on its behalf.
- 56. **Transfer Order** — the service referred to in Article 3 paragraph 4 of the Act of 19 August 2011 on payment services, excluding internal transfer orders, SEPA transfer orders and transfer orders in a foreign currency.
- 57. **SEPA Transfer Order** — a service initiated by the Payer, consisting in enabling the transfer of funds in EUR from the Payer's payment account to the Payee's payment account, where both operators or one of them conduct activity within the Single Euro Payments Area (SEPA).

58. **Internal Transfer Order** — a service initiated by the Payer, consisting in enabling the transfer of cash between payment accounts maintained by the same operator.
59. **Transfer Order in Foreign Currency** — a service initiated by the Payer, consisting in enabling the transfer of funds from the Payer's domestic payment account maintained with the operator to the Payee's domestic payment account maintained with the operator in a currency other than PLN and EUR.
60. **Foreign Transfer Order** — transfer of cash between a domestic and foreign payment account other than a SEPA Transfer Order.
61. **Direct Debit** — the service referred to in Article 3 paragraph 2 of the Act of 19 August 2011 on payment services.
62. **Holder** — a natural person, being a Resident or Non-Resident, for whom the Bank maintains a payment account, a Deposit or provides the Electronic Banking Service or Telephone Banking Service. In the case of a joint account — all account Holders.
63. **AML** — the Act of 1 March 2018 on counteracting money laundering and terrorist financing.
64. **Banking Law** — the Banking Law Act of 29 August 1997.
65. **Foreign Exchange Law** — the Foreign Exchange Law Act of 27 July 2002.
66. **Maintenance of a Payment Account** — a service consisting in the maintenance of a payment account for a consumer, allowing for the consumer's cash to be kept and for payment transactions to be executed, inclusive of the service of opening or closing the consumer's payment account.
67. **Statutory Representative** — a representative of a Minor:
  - a) each parent — unless they deprived of parental authority;
  - b) guardian appointed by the guardianship court, if the Minor is not under parental authority;
  - c) curator appointed by the guardianship court to manage the Minor's assets.
68. **Express Transfer** — a transfer order in PLN, with the current date, from the Account maintained in PLN to accounts with banks which participate in the Express Elixir system.
69. **Account** — a savings and settlement account opened and maintained by the Bank for the benefit of the Holder, constituting a payment account within the meaning of the Act of 19 August 2011 on payment services. The term "account" written in lowercase letters in the Terms and Conditions of Accounts means any bank account maintained by the Bank, including a Deposit and suspense account used to open Deposits by bank transfer.
70. **Account for a Minor** — an Account whose Holder may be a Minor over 13 years of age.
71. **Youth Account** — an additional Account maintained by the Bank for an adult Account Holder, which may be used by an Authorised Person.

72. **Complaint** — a statement addressed to the Bank by the Holder, User or Card User, in which they raise objections regarding services provided by the Bank.
73. **Resident** — a natural person domiciled in the Republic of Poland.
74. **Strong Authentication** — User authentication that ensures data confidentiality protection by using two or more elements from the following categories:
- a) knowledge of something that only the User knows;
  - b) possession of something that only the User has;
  - c) the User's characteristics,
- which form an integral part of that authentication and are independent in such a way that failure to comply with one of those elements does not undermine the reliability of others.
75. **Surcharge** — a fee charged by the operator of the device performing the transaction. The fee is neither determined nor charged by the Bank.
76. **SMS Info Service** — a service which involves sending SMS messages, SMS Notifications selected by the User to the mobile phone number indicated in Online Banking or e-mails to the e-mail address indicated in Online Banking, concerning the Bank's products held by the User.
77. **SMS Notification** — a service consisting in transmission of payment account notifications via SMS.
78. **Preparation of a Statement of Payment Transactions** — a service initiated by the payer, consisting in preparation, by the payment account operator, of a statement of transactions executed within the payment account in a given period, in paper or electronic form.
79. **Bank's Website** — the website for the Holder's products with Getin Bank — [www.getinbank.pl](http://www.getinbank.pl), or with Noble Bank — [www.noblebank.pl](http://www.noblebank.pl), respectively.
80. **Financial Security Measures include:**
- 1) identification of the customer and verification of their identity;
  - 2) identification of the beneficial owner and taking reasonable steps to:
    - a) verify their identity;
    - b) determine the ownership and control structure — in the case of a customer being a legal person, an organisational unit without legal personality or a trust;
  - 3) assessment of economic relations and, where appropriate, obtaining information on their objective and intended nature;
  - 4) ongoing monitoring of the customer's economic relations, including:
    - a) analysis of transactions carried out as part of business relations in order to ensure that such transactions are consistent with the knowledge of the obliged institution about the customer, the type and scope of its activity and consistent with the risk of money laundering and terrorist financing associated with that customer;

- b) investigating the source of financial assets at the customer's disposal — where justified by the circumstances;
  - c) ensuring that documents, data or information held concerning business relations are kept up-to-date.
81. **Table of Exchange Rates** — a table specifying the exchange rates used in settlements, applicable at the Bank.
  82. **Table of Interest Rates** — a table specifying the interest rate on accounts, applicable at the Bank.
  83. **TOF&C** — a table specifying the amount of fees and commissions in respect of accounts and Cards.
  84. **Transaction** — payment, transfer, including transfer via Remote Channels or cash withdrawal, including a Transaction executed using a Card, initiated by the Payer or the Payee.
  85. **Cross-Border Payment Transaction Using a Debit Card for Cashless Payments** — a service consisting in execution of cashless payment transactions using a debit card in the territory of another Member State, both with and without physical use of the card.
  86. **Cross-Border Payment Transaction Using a Debit Card for Cash Payments** — a service consisting in withdrawal of funds from the consumer's payment account in the territory of another Member State by means of a device enabling such withdrawal or at the operator's branch.
  87. **Unique ID** — a bank account number in the BAN standard (Bank Account Number) for domestic settlements or IBAN (International Bank Account Number) for international settlements; for Transactions executed with a Card, the Unique ID is the Card number.
  88. **Authorised Person** — a Minor over the age of 13, authorised to use the Youth Account.
  89. **Electronic Banking Service** — a service involving access to a payment account via the Internet, enabling the checking of the payment account balance, changing the limits for cashless payments and transactions made using a Card or placing another type of instruction regarding the account.
  90. **Telephone Banking Service** — a service consisting in accessing a payment account by telephone via the operator's helpline, enabling in particular verification of the balance of the payment account or placement of another type of instruction regarding the account.
  91. **Account Information Service** — means an online service consisting in the provision of consolidated information concerning one or more of the User's payment accounts held with another Operator or with more than one Operator.

92. **Payment Initiation Service** — a service consisting in the initiation of a Payment Order by the PIS Operator at the User's request from a User's payment account maintained by another Operator.
93. **Confirmation of Availability of Funds Service** — means an online service consisting in confirming the availability of funds on the Account necessary for the execution of a transaction initiated through an operator issuing card-based payment instruments, hereinafter referred to as the CAF Service.
94. **Multi-Currency Service** — a service offered by the Bank, enabling the Customer to execute Card transactions in EUR, USD, GBP and CHF without currency conversion costs. The currency is selected automatically after the relevant Accounts have been linked to the Card.
95. **Mobile Device** — a multifunctional mobile device with Internet access.
96. **APS** — the Act of 19 August 2011 on payment services.
97. **User** — a natural person having access to the Electronic Banking Service and Telephone Banking Service under the concluded Agreement on the provision of these services.
98. **Card User** — the Account Holder or a person authorised by them to place Payment Orders using the Card for and on behalf of the Account Holder.
99. **Authentication** — a procedure enabling the Operator to verify the identity of the User or the validity of the use of a specific payment instrument, including the use of individual authentication credentials.
100. **Cash Deposit** — a service consisting in depositing cash into the consumer's payment account by means of a device enabling such a deposit or at the operator's branch.
101. **Issuance of a Payment Card** — a service consisting in issuing a payment card, referred to in Article 2 item 15a of the Act of 19 August 2011 on payment services (hereinafter: "Card Issuance").
102. **Issuance of a Certificate Regarding the Payment Account Held** — a service consisting in the payment account operator issuing a certificate with information on the payment account or services provided to the consumer.
103. **Cash Withdrawal** — a service consisting in cash withdrawals from the consumer's payment account by means of a device enabling such a withdrawal or at the operator's branch.
104. **Keep the Change** — a service consisting in the each cashless Transaction from the User's Account, executed by the User with a Card issued by the Bank, automatically debiting the Account by the Bank both with the actual amount of the Transaction and with an additional amount by which the actual amount of the Transaction will be rounded up and whose maximum amount is determined by the User through the Electronic Banking Service.

105. **Registered Device** — a User's Device registered at the Bank through Online Banking or Mobile Banking, constituting an element of User Authentication in Remote Channels.
106. **Statement of Fees** — a statement of fees for services linked to a payment account, collected during the period covered by the statement, provided to the Holder free of charge.
107. **Consent to Account Debiting** — the Payer's consent to the Payee debiting their account within the contractual time limits, with the amounts resulting from their obligations towards the Payee, constituting the basis for the Payee to issue a Direct Debit on account of specific liabilities.
108. **Payment Order** — a statement of the Payer or the Payee addressed to their Operator, containing an instruction to execute a Transaction.
109. **Standing Order** — a service initiated by the Payer, consisting in cyclical transfer of funds in a specified amount from the Payer's payment account to the Payee's payment account.

## **GENERAL PRINCIPLES**

### **TYPES OF ACCOUNTS MAINTAINED. ACCESS TO ACCOUNTS**

#### **§2.**

1. The Bank opens and maintains the following types of bank accounts in PLN and foreign currencies, as specified in the relevant Tables:
  - a) savings and settlement accounts;
  - b) savings accounts;
  - c) term savings deposit accounts.
2. An account may be maintained as:
  - a) an individual account for one person;
  - b) a joint account for several persons.
3. Savings and settlement accounts are used for keeping the Holder's cash and carry out cash settlements, including Transactions. From 14.09.2019, a natural person opening an account with the Bank may own up to five savings and settlement accounts in each currency in which the Bank maintains Accounts.
4. Savings and settlement accounts as well as savings accounts may not be used by their Holders for cash settlements and Transactions related to business activity, except for payment of social security contributions and other contributions which the Social Insurance Institution is obliged to collect.
5. The Bank shall have the right to make the offer, including the type of products offered and the addressees of the offer as well as the scope of services and functionalities,

conditional upon the type of branch and the channel of access to accounts. Details of the offer are available on the Bank's Website and via the Helpline.

6. A Franchise Branch may execute Cash Instruction up to a daily cash balance limit, determined individually for each branch. If execution of an Instruction would result in exceeding this limit, then — at the Holder's discretion — such an Instruction may not be executed or be executed in a reduced amount. The limit amount is presented on the information board at Franchise Branches.
7. The Bank shall provide access to accounts:
  - a) in the network of Bank Branches, Franchise Branches and Distributor's Branches;
  - b) through Remote Channels.

### **SIGNATURE OF THE ACCOUNT AGREEMENT**

#### **§3.**

1. Opening and using banking products as well as using a given account access channel shall be conditional upon signing a relevant agreement.
2. In order to conclude a product agreement, it is necessary to determine the applicant's identity. Identification and verification of the identity of the Holder or the person applying for a product or service shall be carried out in accordance with the provisions of AML. Under AML, the Bank shall be entitled to apply financial security measures to the applicant or the Holder, including to request additional documents or information.
3. In the case of a Holder who is a PEP, a PEP Family Member or a Close Associate of PEP, entering into an agreement and activating an account requires the consent of senior management in accordance with Article 46 paragraph 2 item (1) of AML. The decision on the consent shall be made within 1 business day. If the consent is given, the account shall be activated by the end of the next business day at the latest.

### **YOUTH ACCOUNT**

#### **§3A.**

1. Changing the Authorised Person shall be impossible throughout the contractual term of the Youth Account.
2. The Holder of the Youth Account and the funds accumulated in the Youth Account shall be the Account Holder, who shall at the same time be fully liable for the Transactions executed on the Youth Account by the Authorised Person.
3. In all other matters, the provisions of the Terms and Conditions of Accounts shall apply to Youth Accounts, except for § 3B, 4A, 17A, 19, 20.

### **ACCOUNTS FOR MINORS**

#### **§3B.**

1. An agreement on an Account for a Minor may be concluded at Bank Branches and Franchise Branches.
2. An Account for a Minor shall be opened and maintained as an individual Account.
3. A minor who is over 13 years of age may enter into an agreement on an Account for a Minor with the written consent of the Statutory Representative. The conclusion of other agreements related to this Account shall require a separate consent of the Statutory Representative.
4. The Holder of the Account for a Minor may place Instructions concerning that Account, including dispose of the funds accumulated in that Account within the Ordinary Management Limit, unless the Statutory Representative objects.
5. An objection raised by the Statutory Representative authorises the Bank to block the Account for a Minor and thereby prevents the Minor from disposing of the funds accumulated in the Account, including from executing operations carried out with the use of the Card issued to that Account.
6. The Statutory Representative may dispose of the Account for a Minor. The consent of the guardianship court shall be required for actions in excess of ordinary management of the assets of the Holder of the Account for a Minor.
7. The Statutory Representative shall be liable for Instructions placed by the Holder of the Account for a Minor.
8. The Holder of the Account for a Minor may not:
  - a) appoint a proxy to the Account;
  - b) place instructions in case of death;
  - c) terminate of the Account agreement.
9. The Account agreement shall be terminated on behalf of the Holder of the Account for a Minor by the Statutory Representative. The consent of the guardianship court shall be required for disbursement of funds in excess pf the Ordinary Management Limit.
10. Upon reaching the age of majority, the Holder of the Account for a Minor should immediately report to a Bank Branch or Franchise Branch and present an identity document.
11. On the day of reaching the age of majority, the Bank shall change the package of the Account for a Minor to another account package for adults that is currently on offer. The change shall be made in accordance with § 28 paragraph 6 and 7 of the Terms and Conditions.
12. On the date when the Holder of the Account for Minor reaches the age of majority, the Statutory Representative shall lose the right to place Instructions relating to that Account.
13. To the extent not regulated in this clause, the remaining provisions of the Terms and conditions shall apply, except for § 3A, 4A, 17A, 19, 20.

14. The Holder of the Account for a Minor may not be simultaneously an Authorised Person to the Youth Account.

### **JOINT ACCOUNTS**

#### **§4.**

1. Each Holder may manage a joint account on their own, including by independently changing the account maintenance package, and shall have the right to terminate the agreement on their own (with effect for other Holders) and to take up all funds remaining in the account at the time of its closure.
2. All Holders shall be jointly and severally liable for any Instructions placed by any Holder, as well as for causing an overdraft and other monetary liabilities under the relevant agreement with respect to joint accounts.
3. An individual account may be changed to a joint account at a Bank Branch or Franchise Branch, depending on the products held by the Holder at the Bank. The aforementioned change requires signing an annex to the agreement by the existing and new Holder and the Bank. It shall not be possible to convert a joint account into an individual account, subject to a the procedure in the event of death of one of the Holders of the joint account, as described in § 25 of the Terms and Conditions of Accounts.
4. Each of the joint account Holders may independently conclude a Joint Deposit agreement, including on behalf of other joint account Holders, provided that the funds using which the Joint Deposit will be established come from the joint account of the Account Holders (excluding Joint Deposits) and the Deposit will be established for the benefit of the joint account Holders.

### **BASIC PAYMENT ACCOUNT**

#### **§4A.**

1. The Bank shall maintain a basic payment account for consumers for whom no other operator maintains a payment account in the Polish currency.
2. The basic payment account enables:
  - a) making cash deposits to the account;
  - b) making cash withdrawals from an account in the territory of any Member State, at an ATM or at a Bank Branch and Franchise Branch during their business hours, or using a payment terminal, if the consumer wishes to conclude an agreement also in respect of the service enabling such withdrawals;
  - c) execution of the following payment transactions in the territory of Member States:
    - direct debit services, including one-off direct debits;
    - transfer of funds using the Card;
    - transfer order services, including standing orders.

3. The Bank shall maintain a basic payment account for domestic payment transactions free of charge. The Bank may charge fees for the transactions described in paragraphs 6 and 7 and for the execution of cross-border payment transactions.
4. The basic payment account may only be maintained for one Holder.
5. The basic payment account shall be offered at Bank Branches and Franchise Branches. The Bank shall make applications for conclusion of a basic payment account agreement available in paper form at Branches, and the application template — at [www.getinbank.pl](http://www.getinbank.pl) and [www.noblebank.pl](http://www.noblebank.pl).
6. The Bank shall charge fees in accordance with the TOF&C for the execution of domestic transfer orders, including standing orders, after the Holder has executed five such transactions in a month.
7. The Bank shall charge fees in accordance with the TOF&C for cash deposits and cash withdrawals using ATMs or deposit machines not belonging to the Bank, located in the territory of the Republic of Poland, after the Holder has executed five such transactions in a month.
8. The Bank may terminate the basic payment account agreement, except for § 10 paragraph 5, upon two months' notice, if:
  - a) the consumer has used the account for unlawful purposes, intentionally or due to gross negligence;
  - b) there is a reasonable suspicion that the funds in the account originate from or are related to criminal activity;
  - c) there have been no operations in the account for more than 24 consecutive months, except for operations related to charging fees or calculating interest on cash collected in the account;
  - d) the consumer has provided false information or withheld true information in the application for conclusion of the basic payment account agreement, if providing true information would result in rejection of the application;
  - e) the consumer is not legally resident in the territory of a Member State;
  - f) the consumer has concluded another payment account agreement which allows them to execute the transactions referred to in paragraph 2 above in the territory of the Republic of Poland.
9. In the cases referred to in paragraph 8 items c, e or f, the Bank shall, free of charge, provide the holder, together with the termination of the account, with information on the reasons for the termination, in paper or electronic form. The Bank shall also provide the Holder with information on how they may assert their rights in connection with the termination of the basic payment account agreement and shall inform the Holder of out-

of-court dispute resolution procedures, including by indicating competent arbitration courts.

10. In the cases referred to in paragraph 8 points a, b and d, termination of the agreement shall be effective immediately.

### **TRANSFER OF THE ACCOUNT**

#### **§4B.**

1. The Bank enables transfer of a payment account between the operators maintaining payment accounts, established in the territory of the Republic of Poland.
2. The procedure and conditions concerning the transfer of a payment account shall be made available by the Bank free of charge and at the request of the consumer in the form of instructions at branches and on the Bank's Website.
3. The Bank shall provide the Holder, at their request, with: a list of existing standing orders and Direct Debits established in the Account to be transferred, as well as available information on regular incoming Transfer Orders and Direct Debits executed in the holder's payment account during the 13 months preceding the date of request for this information:
  - a) via Online Banking — if the Holder has concluded an agreement with the Bank on the use of Online Banking; or
  - b) by e-mail to the e-mail address indicated by the Holder; or
  - c) in paper form, to the indicated correspondence address — if the Holder has not concluded an agreement on the use of Online Banking with the Bank.

### **FEE DOCUMENT**

#### **§4C.**

1. Prior to the conclusion of the agreement on the maintenance of a payment account, the Bank shall provide the consumer, sufficiently in advance, in paper or electronic form, with a fee document, specifying fees charged for services provided in connection with the maintenance of the payment account. The document shall be drawn up in Polish.

### **STATEMENT OF FEES**

#### **§4D.**

2. The Bank shall provide the Holder, free of charge, at least once per calendar year, with a statement of fees for services related to the payment account, charged to the payment account during the period covered by the statement.
3. The Bank shall provide the holder with a statement of fees:
  - a) via Online Banking — if the Holder has concluded an agreement with the Bank on the use of Online Banking; or
  - b) by e-mail to the e-mail address indicated by the Holder; or

- c) in paper form, to the indicated correspondence address — if the Holder has not concluded an agreement on the use of Online Banking with the Bank.
4. In the event of termination of the payment account agreement, the Bank shall, no later than within 2 weeks from the date of termination of the agreement, provide the Holder with a statement of fees for the period for which it was not drawn up until the date of termination of the agreement.

### **FOREIGN EXCHANGE STATUS OF THE HOLDER**

#### **§5.**

1. The Account Holder may be a Resident or a Non-Resident; however, only a Resident may open an account via the Online Banking or the Bank's Website.
2. Joint account Holders should have the same foreign exchange status, and if they are Non-Residents, they must all be from the same country of tax residence. When submitting the certificate of residence to the Bank, apart from the original or a copy certified as true copy by a notary public, a translation made by a sworn translator shall be provided.
3. The resident shall, at the Bank's request, be obliged to provide information on foreign exchange transactions executed through the Bank, concerning the intended use of cash subject to such transactions.

### **POWERS OF ATTORNEY**

#### **§6.**

1. The Holder may appoint a Proxy authorised to dispose of the account.
2. In the case of joint accounts, the appointment of a Proxy shall require the consent of all Account Holders, while revocation of the Proxy may be made by each of the Holders independently.
3. The Bank requires the presence of a Proxy at the time of granting of the power of attorney at the Bank Branch or Franchise Branch if the Bank does not have the specimen signature of the Proxy and if the Proxy's address of residence is located abroad. Revocation of the power of attorney shall not require the Proxy's presence of at the Bank.
4. The Bank shall, by way of assistance, provide access to power of attorney forms.
5. Powers of attorney granted outside the territory of the Republic of Poland should be certified as lawful at the place of issuance by a Polish diplomatic or consular post, unless they are drawn up in a country with which the Republic of Poland has concluded and ratified relevant international agreements that provide an exemption from that obligation. In such a case, the power of attorney should be accompanied by an apostille within the meaning of the Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents, drawn up in Hague (OJ 2005, No 112, items

938 and 939). A power of attorney drawn up outside a Bank Branch or Franchise Branch shall be delivered to the Bank in the original or a copy thereof, certified as true copy by a notary public, and in the case of powers of attorney drawn up in a foreign language, a translation of the power of attorney made by a sworn translator shall also be provided.

6. Powers of attorney may be granted as:
  - a) enduring powers of attorney — effective indefinitely until revoked;
  - b) temporary powers of attorney — valid until a specific date;
  - c) one-off powers of attorney — applicable to the activities indicated therein.
7. The Holder shall be liable for all of the Proxy's Instructions placed as part of the power of attorney granted.
8. In the event of a change of the package under which the account is maintained, the power of attorney shall remain in force.
9. Revocation of the power of attorney shall take effect on the date indicated in the written Instruction of the Holder, no earlier, however, than upon receipt of the Instruction by the Bank.
10. The power of attorney shall expire as a result of:
  - a) death of the Holder or the Proxy;
  - b) the Proxy's total incapacitation;
  - c) as a result of performance of the action indicated in the power of attorney, in the case of one-off powers of attorney;
  - d) expiry of the period for which it was granted;
  - e) revocation of the power of attorney;
  - f) termination of the account agreement for which the power of attorney was granted.
11. The power of attorney may be established, amended at a Bank Branch and Franchise Branch, revoked at a Bank Branch, Franchise Branch and via the Helpline (for customers with an active Telephone Banking Service). The Proxy's service within the scope of disposing of the account shall take place at a Bank Branch, Franchise Branch and via the Helpline, if the power of attorney was established at a Bank Branch or Franchise Branch.

## **INTEREST ON FUNDS IN THE ACCOUNT**

### **§7.**

1. The funds in Accounts may bear interest at a fixed or floating rate. Unless the Account agreement provides otherwise, the amount and type of the interest rate, principles of capitalisation and calculation of interest, available currencies and other terms and conditions of keeping a given Account shall be determined (depending on the access channel to the products and services held at the Bank) by the Table of Interest Rates.

For specific products and services, the Bank may issue separate detailed terms and conditions, offered as part of a promotion or special sale campaigns.

2. Unless otherwise provided for in the account agreement, interest on the account shall be charged for the actual number of days on which the funds are kept on the account, from the date of deposit of the funds to that account until the date preceding the end of the Contractual Term or the date preceding the day of liquidation of the account. For the purposes of calculating interest, a year shall be deemed to have 365 days.
3. The added interest due for the last Contractual Term shall only be paid at the request of the Holder in full.
4. Interest shall be reduced by the tax on capital gains, calculated in accordance with the provisions of the Act of 26 July 1991 on personal income tax (consolidated text: Journal of Laws of 2012, item 361, as amended).
5. During the term of the agreement on savings and settlement account as well as savings account, the Bank shall be entitled to change the interest rate specified in the agreement, the Table of Interest Rates, if one of the following indicators is changed:
  - a) for the aforementioned accounts in PLN:
    - in the event of a change in the level of any of the rates set by the Monetary Policy Council, published by the National Bank of Poland, by at least 0.05 percentage points;
    - in the event of change of the 1M WIBOR rate by at least 0.01 percentage points;
  - b) for the aforementioned accounts in foreign currencies:
    - in the event of change of the 1M LIBOR rate or 1M EURIBOR rate by at least 0.01 percentage points.

The Bank shall be entitled to change the interest rate on the aforementioned accounts in the same direction as the aforementioned indicators.

6. The Bank shall notify the interest rate change in the form of a message on the Bank's website and at Bank Branches, Franchise Branches and Distributor's Branches.

## **FEES AND COMMISSIONS, ACCOUNT PACKAGES**

### **§8.**

1. The Bank shall charge fees and commissions specified in the TOF&C as appropriate for a specific account type.
2. The Bank may maintain accounts in a package selected by the Holder. Packages may differ in the level of interest or fees and commissions and other terms and conditions linked to their maintenance. Information on individual packages is made available by the

Bank on the Bank's Website, as well as at Bank Branches, Franchise Branches, Distributor's Branches and via the Helpline.

3. The Holder may request a change of the package at any time at a Bank Branch, franchise Branch, via Online Banking, Mobile Banking or the Helpline. A change of the package may take place provided that the Holder meets the conditions set out for a given package and may involve a change in interest rates, fees and commissions, as well as the need to replace the currently held Cards, closing the Permitted Overdraft, along with resignation from further participation in promotions related to the existing package.
4. If the Holder fails to meet the conditions for being exempted from the Account maintenance fee, specified in the TOF&C, and fails to provide funds for the collection of the Account maintenance fees for three consecutive calendar months, the Bank shall be entitled to terminate the agreement in the part concerning the package of fees and commissions related to holding the Account. The termination shall take place at least one month before the planned package change. After expiry of the notice period, the Account shall be maintained by the Bank for the Holder under a new fee and commission package, providing for a lower fee for Account maintenance. A Holder who does not want to accept the new terms and conditions of Account maintenance (a new package of fees and commissions) may submit a notice of termination of the Account agreement in its entirety by the date of the planned change of the package. If the Holder repays the indebtedness incurred in the Account and once again fulfils the conditions set out in the TOF&C for being exempted from the Account maintenance fee, provided for the fee and commission package under which the Account was previously maintained, the Holder may submit an instruction to reinstate the fee and commission package applicable to the Account prior to the termination by the Bank. In such a case, the change of the fee and commission package to the previous one shall take place on the day following the day on which the Holder submits the aforementioned instruction.
5. A change in the amount of fees or commissions or the rules of their application and calculation, introduction of fees or commissions for activities not already included in the TOF&C or resignation from fees or commissions for activities hitherto included in the TOF&C is possible for important reasons, such as:
  - a) introduction of new or amendment to generally applicable provisions, if there is a causal relationship between the introduction of new or amendment to the provisions and a change in the costs of performing activities by the Bank;
  - b) issuance of recommendations by the authority supervising the Bank's operations, official or judicial interpretation of generally applicable provisions or issuance of a court judgement or an administrative decision by a competent authority, provided that there is a causal link between the issuance of the recommendation by a

supervisory authority, official or judicial interpretation of the provisions or the judgement or administrative decision and the change in the costs of the Bank's performance of these activities;

- c) a change in the prices of services provided to the Bank by third parties under agreements to which the Bank is a party and which are provided in order for the Bank to perform the agreement concluded with the Customer, to which the TOF&C applies, causing an increase in the Bank's costs of performing this agreement; a change in fees and commissions for the above reason shall take place only if the analysis of the level of prices of services provided to the Bank reveals a change in the cost of these services by at least 10% in relation to the prices of these services within 6 months preceding the date of the analysis;
  - d) a change in the inflation rate (monthly consumer price index published by the Central Statistical Office, referring to the previous month) by at least 0.1 percentage points;
  - e) making optional new services available to Customers, provided that the change involves the establishment of new fees or commissions for the services newly made available.
6. Changes caused by one or more of the factors described in paragraph 5 shall consist in an increase or decrease in the amount of fees or commissions in line with the trend for this factor/these factors. The increase in the fee or commission shall not exceed, respectively, three times the previous amount of the fee or commission. In the event of an increase in a fee or commission, the amount of which so far was:
- a) PLN 0 — the fee as a result of the increase may not exceed PLN 200;
  - b) 0% — the commission as a result of the increase may not exceed 5% of the amount constituting the basis for its calculation.
- If A new fee or commission is introduced, its amount may not exceed PLN 200 or 5% of the amount constituting the basis for its calculation.
7. The Bank shall change fees or commissions adequately to the type and extent of the change in factors that occurred and were the reasons for introducing changes in the amount of fees or commissions.
8. Changes to the TOF&C on the basis of the prerequisites referred to in paragraph 5 points (c) and (d) shall be made no more than once every 4 months from the entry into force of the previous change of fees or commissions made by the Bank.
9. Changes to the TOF&C shall take place no later than within 6 months of the occurrence of the factors referred to in paragraph 5.
10. The Bank may reduce the fee or commission amount due to a change in the competitiveness on the financial services market.

11. In addition, the Bank shall be entitled to align the content of the TOF&C with the content of agreements or regulations applicable to the same legal relationship. The alignment shall take place within the scope related to the titles of fees and commissions, and shall not affect the introduction of new fees and commissions, the amounts of existing fees and commissions or the conditions for their collection.
12. The Bank shall inform the Holder of changes to the TOF&C in the following form:
  - a) via Online Banking — if the Holder has concluded an agreement with the Bank on the use of Online Banking;
  - b) in paper form, to the indicated correspondence address — if the Holder has not concluded an agreement on the use of Online Banking with the Bank. The Bank shall provide information on changes no later than 2 months before the proposed date of their entry into force, while specifying that date in the information provided to the Holder.
13. If, prior to the effective date of the changes to the TOF&C, the Holder does not object to those changes or does not terminate the agreement with immediate effect, the Holder shall be deemed to have consented to the changes. The Holder may object to the proposed changes during the period from the date of receipt of the information on the changes until the day preceding the date of entry into force of those changes. The agreement shall expire on the day preceding the date of entry of changes into force or on the day indicated by the Holder, unless the Holder terminates the agreement with effect from the date on which the user was informed about the change, but no later than from the date on which these changes would have been applied. The Holder shall not be charged for this and the fees collected in advance shall be reimbursed proportionally.

## **STATEMENTS AND CORRESPONDENCE**

### **§9.**

1. The Bank shall inform the Holder of any change in the account balance and balance determination on monthly bank statements, made available after the end of the calendar month.
2. If the Holder finds changes in the account balance or inconsistencies in the balance, they shall notify the Bank of this fact within 14 days of the date of receipt of the statement.
3. The Holder may, at any time, request a change in the manner of receiving account statements and shall be obliged to inform other Account Holders of the changes made.
4. Each Holder shall be obliged to indicate the correspondence address.
5. Correspondence sent by the Bank shall be sent to the correspondence address, mobile phone number, e-mail address provided by the Holder and to the inbox in the Electronic Banking Service.

6. Polish shall be the language used in the Bank's relations with the Holder.

### **PROCEDURE FOR AND CONDITIONS OF AGREEMENT TERMINATION**

#### **§10.**

1. If the agreement was concluded remotely, the Holder may withdraw from the agreement for convenience by submitting a relevant written statement within 14 days of the date of conclusion of the agreement.
2. An account agreement, Card agreement or agreement on Remote Channels, excluding a Deposit agreement, may be terminated within the scope of a single agreement or all agreements concluded under a single agreement, in writing by each party with the notice period indicated in paragraphs 3 and 5 of this clause, subject to paragraph 13.
3. The Holder may terminate the account agreement, Card agreement or agreement on Remote Channels (excluding the Deposit agreement and the agreement on suspense account used to open deposits by bank transfer) within the scope of a single agreement or all agreements concluded under a single agreement with 30 days' notice.
4. If the account agreement was concluded with more than one person, each Holder may individually submit a notice of termination or withdrawal from the account agreement. This notice shall be effective for all Holders.
5. The Bank shall be entitled to terminate the agreement by giving a 2-month notice for material reasons, which include:
  - a) provision of false information and data related to the conclusion and performance of the agreement by the Holder;
  - b) a situation where the account is used contrary to its purpose;
  - c) lack of any turnover on the account for a period of 3 consecutive months, apart from accrual of interest or collection of fees or commissions;
  - d) a situation where an unauthorised overdraft on the account has not been repaid within 14 days of receipt by the Holder of a request for repayment from the Bank.
6. In the case of a joint account, the channel shall be deactivated only for a Customer terminating the Agreement on Remote Channels. After the expiry of the notice period for the Agreement on Remote Channels, the User shall be denied access to the Remote Channels.
7. In the case of account agreements, excluding joint account agreements, the agreement shall be terminated:
  - a) on the date of death of the Account Holder; or
  - b) upon lapse of 10 years after the date of issuance of the last instruction concerning that account by the Account Holder, unless the account agreement was concluded for a definite term longer than 10 years.

8. If, as a result of the renewal, an account agreement, excluding a joint account agreement, concluded for a definite term of not more than 10 years would be binding for more than 10 years from its conclusion, the condition for renewal shall be issuance of such an instruction by the Account Holder. Absence of an instruction shall result in expiry of the agreement.
9. An account agreement, excluding a joint account agreement, concluded for a definite term of more than 10 years may be renewed if the Account Holder issues such an instruction. Absence of an instruction shall result in expiry of the agreement.
10. From the date of expiry of the account agreement pursuant to paragraphs 8 and 9 until the date of disbursement of the funds to the owner of the legal title thereto, the funds shall be indexed by the annual average consumer price index forecast in the Budget Act for the given year. The indexation shall take place on the last day of the calendar year.
11. The provisions of paragraphs 8, 9 and 10 shall apply to agreements concluded as of 1 July 2016.
12. If an account agreement was terminated pursuant to paragraph 7 points a and b, it shall be deemed binding until the funds are disbursed to owner of the legal title thereto.
13. The Bank shall terminate the Agreement if it is unable to apply even one of the Financial Security Measures with respect to the Holder.

### **ACCOUNT USE**

#### **§11.**

1. The Holder, as well as persons authorised by the Holder, may dispose of funds in the accounts through the access channels made available by the Bank. The times and limits of execution of transfer orders at the Bank are specified in the Communication on the Principles of execution of payment transactions for natural persons at Getin Noble Bank S.A.
2. If there is an incorrect book entry on the account or a book entry which is inconsistent with the Instruction, the Bank shall make an adjustment without having to obtain a separate Instruction/consent from the Holder.
3. Instructions and requests submitted at Bank Branches, Franchise Branches and the Distributor's Branches shall be executed upon presentation by the Holder or their Proxy of a valid identity document and shall be:
  - a) drawn up on the forms applicable at the Bank, in the number of copies required by the Bank;
  - b) completed in a diligent, legible and permanent manner, in accordance with the graphic layout of the forms and the applicable legal regulations, without corrections, alterations or other changes to the content;

- c) signed in accordance with the specimen signature placed at the Bank.
- The scope of executed Instructions and requests may depend on the access channel.
- 4. The rules for placing Instructions via Remote Channels are specified in the Agreement on Remote Channels and §21-§23 of these Terms and Conditions of Accounts.
- 5. The Holder may place the following cash settlement Instructions:
  - a) cash withdrawal or deposit at Franchise Branches and Bank Branches offering cash services;
  - b) transfer order, including foreign exchange Transactions;
  - c) Direct Debit, Standing Order;
  - d) Orders placed using the Card.
- 6. The Bank shall provide FX cash services at selected Bank Branches in accordance with the list available on the Bank's Website. Subject to paragraph 7, the Bank shall not accept deposits or withdraw cash in foreign currency from foreign currency accounts in coins. If:
  - a) the amount of the deposit made by the Customer cannot be fully deposited in banknotes; the Customer shall pay the portion of the amount which can only be deposited in coins in PLN as the equivalent of this amount; the amount in foreign currency shall be converted at the average exchange rate of the National Bank of Poland (NBP) applicable at the Bank at the time of the deposit;
  - b) the amount disbursed by the Bank to the Customer cannot be fully disbursed in banknotes (the withdrawal amount is lower than the smallest banknote denomination in a given currency), the portion of the amount which can only be disbursed in coins shall be paid by the Bank in PLN as the equivalent of this amount. The amount in foreign currency shall be converted at the average exchange rate of the National Bank of Poland applicable at the Bank at the time of disbursement.
- 7. The Bank shall execute cash deposits and withdrawals in the coins of a given foreign currency at selected branches. The list of branches handling deposits and withdrawals in the coins of a given foreign currency is available on the Bank's Website.
- 8. The Bank shall execute Payment Orders on the basis of the Unique ID. Payment Orders executed in accordance with the Unique ID provided by the Holder shall be treated as executed correctly, regardless of other data of the Payee provided by the Holder.
- 9. The Holder is obliged to report (hereinafter: "notification") the intention of daily cash withdrawal in an amount exceeding the limit specified for the particular type of Bank Branch 2 business days before the scheduled date of withdrawal in writing at the Bank Branch, Franchise Branch or by telephone using the Helpline. In the case of foreign

currency accounts held in GBP and CHF, withdrawal of any amount shall require notification.

10. In the case of foreign currency accounts, notifications accepted by the Bank on business days until 5:00 p.m. shall be executed within 2 business days from the date of acceptance. Notifications accepted by the Bank on a business day after 5:00 p.m. and on Saturdays, Sundays or public holidays shall be executed within 3 business days from the date of acceptance of the order.
11. The amount of the cash withdrawal subject to notification shall be determined for each Bank Branch or Franchise Branch individually and shall be disclosed to Customers on the notice board at the Bank Branch, Franchise Branch and via the Helpline.
12. The Holder shall have the right to cancel the submitted notification by the end of the business day before the date of the planned cash withdrawal.
13. The Bank shall not execute an Instruction in the case of:
  - a) the Payer not being authorised to dispose of the account or funds on the account;
  - b) a decision issued by a competent authority, prohibiting Transactions on the account;
  - c) the Payer's failure to provide documents or information necessary for the execution of the Transaction, required for a given type of Transaction;
  - d) provision of an incorrect Unique ID;
  - e) inconsistency of the amount of Payment Order entered in words with the amount entered in digits;
  - f) inconsistency of the signature on the Instruction placed in paper form with the specimen signature held by the Bank;
  - g) Instructions not authorised in accordance with the Authorisation procedure required by the Bank;
  - h) situations specified in AML;
  - i) a reasonable suspicion that the Instruction was placed in connection with participation in gambling or betting carried out in breach of the provisions of the Act of 19 November 2009 on gambling;
  - j) Instructions to be executed with the participation of a merchant assigned the Merchant Category Code (MCC) 7995 and which does not hold a legally required licence or concession for the organisation and operation of gambling or betting.

The Bank shall immediately, no later than by the end of the business day following the receipt of the Instruction, notify the Payer of refusal to execute the Instruction.

14. In order to ensure the security of the Holder's assets, in the event of discovering a risk of the Instruction being placed by a third party, the Bank shall be entitled to additional verification of the Instruction placement, including:

- a) delaying the execution of the Instruction until no later than the end of the business day following the Instruction placement;
  - b) additional telephone verification of the fact of Instruction placement;
  - c) rejection of the Instruction.
15. The Bank shall verify Instructions by telephone on Business Days from 8:00 a.m. to 8:00 p.m. (business hours). Within 5 business hours of Instruction placement, the Bank shall make at least 3 attempts to contact the telephone numbers indicated by the Holder for contact with the Bank. In the absence of contact with the Holder or the Holder's failure to confirm the placement of the Instruction, the Bank shall decide on the execution of the Instruction on the basis of an analysis of the risk of abuse.
16. The Bank shall inform the Holder about whether the Instruction is subject to a telephone verification directly after its placement.
17. Payment Orders/Instructions to change the Deposit settlement procedure/Transfer of funds related to termination of the Deposit agreement:
- a) may be submitted without limitation at Bank Branches;
  - b) are subject to restrictions when submitted at Franchise Branches, Distributor's Branches, via the Helpline, Online and Mobile Banking. The list of payment orders/Instructions to change the Deposit settlement procedure/Transfer of funds related to termination of the Deposit agreement and the amount limits on operations carried out at Franchise Branches, Distributor's Branches, via Telephone Banking, Online and Mobile Banking is provided in the Communication: "Principles of execution of transfers for natural persons at Getin Noble Bank S.A.", available on the following websites: [www.getinbank.pl/o-banku/regulaminy](http://www.getinbank.pl/o-banku/regulaminy), [noblebank.pl/o-banku/regulaminy](http://noblebank.pl/o-banku/regulaminy), as well as at the Distributor's Branches and Franchise Branches.

### **INFORMATION REQUIRED FOR TRANSACTION EXECUTION**

#### **§12.**

1. The Bank shall require the Holder or a third party to provide the following information in order to execute the Transactions indicated below, in accordance with the forms and instructions of the Bank:
  - 1) in the case of a transfer order in PLN to a bank operating in the territory of the Republic of Poland and an internal transfer order in foreign currencies:
    - a) the number of the payment account from which the Payment Order will be executed, in the BAN format;
    - b) date of execution;
    - c) currency and amount of the Transaction;

- d) the number of the Payee's payment account in the BAN format;
  - e) name and address of the Payee, except for internal transfer orders;
  - f) title of the transfer order;
- 2) in the case of a transfer order in a foreign currency to a bank operating in the territory of the Republic of Poland and in each convertible currency to a bank operating outside the territory of the Republic of Poland, subject to item 3):
- a) the number of the payment account from which the Payment Order will be executed, in the IBAN format;
  - b) currency and amount of the Transaction;
  - c) charging option and date of execution;
  - d) the Payee's payment account number in IBAN format for countries where the account number is indicated in this format, and for other countries: the Payee's payment account number;
  - e) BIC of the Payee's bank/SWIFT or the bank clearing number: FW/ABA/ROUTING — if the payment is made to a bank in the USA, CC — if the payment is made to a bank in Canada, AU/BSB if the payment is made to an Australian bank;
  - f) name and address of the Payee;
  - g) optionally — the title of the transfer order;
- 3) in the case of a SEPA transfer order:
- a) name and surname or name of the payer and the number of the payment account from which the Payment Order will be executed, in the IBAN format;
  - b) the amount of the transfer order in EUR;
  - c) IBAN of the payment account of the SEPA transfer order payee;
  - d) name, surname and address of the payee;
  - e) SHA charging option;
  - f) optionally — the title of the SEPA transfer order and the payment ID assigned by the Originator for the beneficiary.
- At a special request of the Holder, the Bank shall apply, to payment orders referred to in item (3), a message format compliant with ISO 20022 XML with respect to that Holder;
- 4) in the case of cash withdrawal:
- a) the Payee's details;
  - b) the account number in the BAN format;
  - c) currency and amount of the Transaction;
- 5) in the case of a cash deposit — the information indicated in item (4) and the name of the Payee, the amount in words and the title of the deposit;
- 6) in the case of a Direct Debit:
- a) payment ID;

- b) the Payee's details (name, address, Tax ID No (NIP));
  - c) details of the Holder — the Payer (full name, address);
  - d) the number of the Holder's— the Payer's payment account kept in PLN, provided in the BAN format;
  - e) the name of the bank maintaining the Holder's — the Payer's payment account;
- 7) in the case of a Standing Order:
- a) the number of the payment account from which the Payment Order will be executed, in the BAN format;
  - b) name and address of the Payee, except for internal transfer orders between accounts of the same Holder;
  - c) the date of execution of the Payment Order;
  - d) the number of the Payee's payment account in the BAN format;
  - e) frequency;
  - f) the date of the first execution and expiry of the Payment Order;
  - g) the title of the Payment Order;
  - h) the amount and currency of the payment.
2. The Bank shall execute Express Transfers in Online Banking and Mobile Banking during the hours and within the limits set out in the *Principles of execution of payment transactions for natural persons at Getin Noble Bank S.A.*

### **TIME LIMITS FOR TRANSACTION EXECUTION**

#### **§13.**

1. The Bank shall commence the execution of a Payment Order upon its receipt. Where it is agreed that the execution of a Payment Order shall commence on a specific day, at the end of the specified period or on the day on which the Holder provided funds on the payment account sufficient to execute the Payment Order, the moment of receipt of the Payment Order shall be the agreed day.
2. If the Bank receives a payment order on a day other than a Business Day:
  - a) in the case Instructions placed by 22 October 2012, the Bank shall execute such an Instruction on the Business Day preceding that day;
  - b) in other cases, the Bank shall be deemed to receive the Payment Order on the first Business Day following that date.
3. The Bank shall execute internal transfer orders in PLN or in a foreign currency on the same Business Day if the transfer order was submitted by 11 p.m.; a transfer order submitted after 11 p.m. shall be executed on the next Business Day.
4. The Bank shall execute Transfer Orders in a foreign currency (in currencies other than the currencies of Member States), foreign Transfer Orders to banks located in the

territory of a Member State (in currencies other than the currencies of Member States) and foreign Transfer Orders in any currency to a bank located outside the territory of the Republic of Poland and outside the territory of a Member State:

- a) according to the following procedures:
  - ordinary — by the end of the second Business Day following the date of receipt of the payment order;
  - fast — by the end of the Business Day following the date of receipt of the payment order;
  - express — by the end of the same Business Day;
- b) with the following charging options:
  - SHA — the Payer covers the commissions and fees due to the Payer's bank, and the costs of the Payee's bank and intermediary institutions involved in the execution of the Transaction are borne by the Payee;
  - OUR — the Payer covers all commissions and fees due for the execution of the Transaction, including the costs of intermediary institutions involved in the execution of the Transaction;
  - BEN — the Payee covers all commissions and fees due for the execution of the Transaction, including the costs of intermediary institutions involved in the execution of the Transaction.

Orders placed after 2:00 p.m. shall be deemed to have been placed on the following business day.

5. The Bank shall execute, using the SHA charging option, Transfer Orders in a foreign currency (in the currencies of Member States) and foreign Transfer Orders to banks located in the territory of a Member State (in the currencies of Member States) by the end of the Business Day following the date of receipt of the payment order at the latest. In the case of express mode — by the end of the same Business Day. Orders placed after 2:00 p.m. shall be deemed to have been placed on the following business day.
6. The Bank shall execute, using the SHA charging option, SEPA transfer orders in EUR to a bank being a participant of the SEPA no later than by the end of the Business Day following the date of receipt of the payment order. Orders placed after 2:00 p.m. shall be deemed to have been placed on the following business day.
7. The submitted Payment Order may not be cancelled from the date of its receipt by the Bank, with the proviso that cancellation of a payment order in the form of Direct Debit and Standing Order which has not been executed may take place no later than by the end of the Business Day preceding the agreed date of debiting of the Account. A Payment Order may be cancelled in the same forms as those in which it may be placed.

8. The condition for execution of the above Payment Orders shall be ensuring sufficient funds to execute the Payment Order and the amount of fees and commissions related to the execution of a given Payment Order on the relevant payment account, whereas the condition for execution of a Payment Order with a date later than the date of its placement with the Bank shall be ensuring sufficient funds on the payment account on the day preceding the execution of the Payment Order until its execution. In the event of refusal to execute the Instruction, the Bank shall provide the Holder with a notification of refusal to execute the Instruction.
9. The Bank shall credit the Payee's account with the Transaction amount with the value date on the Business Day on which the Bank's account was credited with the Transaction amount.

### **DIRECT DEBIT**

#### **§14.**

1. The Bank provides the Direct Debit service in PLN.
2. The parties to cash settlements in the form of Direct Debit are the Payee and the Payer.
3. The condition for execution of the Direct Debit by the bank shall be:
  - a) the Payee and the Payer having payment accounts with banks which have concluded an agreement on the use of Direct Debit;
  - b) the Payer's submission of consent for the Bank to execute the Direct Debit on the Payer's account to the Payee.
4. The necessary prerequisite for the Bank to fulfil the role of the Payer's Bank shall be the Payer's holding an Account.
5. The Bank acting as the Payer's Bank shall not execute a Direct Debit in the event of:
  - a) withdrawal or cancellation by the Payer of the consent to execute the Direct Debit;
  - b) lack of sufficient funds on the Payer's account at the time of execution of the Direct Debit, not allowing to fully cover the Direct Debit instruction received;
  - c) seizure of funds on the Payer's account by competent authorities;
  - d) a decision issued by a competent authority, prohibiting Transactions on the Payer's account;
  - e) determining that the Payer's Account number indicated in the Direct Debit instruction is not a Unique ID;
  - f) the Payer blocking of the possibility to execute the Direct Debit from the account;
  - g) closure of the Payer's account;
  - h) the Bank's verification of the Payer's data on the Direct Debit form with a negative outcome.

6. The maximum amount of a single Direct Debit shall not exceed the equivalent of EUR 1,000 converted into PLN at the average EUR exchange rate published by the National Bank of Poland on the last day of the quarter preceding the quarter in which the cash settlement is made.
7. The Bank which has granted the Payee the consent to use Direct Debits shall be financially liable for the Payee's actions related to the use of Direct Debits; in particular, it shall be obliged to immediately credit the amount of a cancelled Direct Debit to the Payer's Bank's Account together with interest, including in the absence of funds on the Payee's account or in the event of any other reason preventing the Payee's account from being debited.
8. The Payee's account shall be credited after its bank has received sufficient funds to cover the Direct Debit from the Payer's Bank.
9. The Payer may cancel a single Direct Debit charged to their account within 56 calendar days from the date of debiting of the Account. The Payer shall submit the cancellation of the Direct Debit to the bank maintaining their Account.
10. The instruction to reimburse the funds collected in connection with the execution of the Direct Debit by the Payer creates an obligation for the Payer's Bank to credit the Payer's Account immediately, at the latest on the following business day, with the amount of the cancelled Direct Debit. The Payer's Account shall be credited on the date of submission of cancellation of the Direct Debit, with an obligation to charge — from the date of debiting of the Payer's Account with the amount of the cancelled Direct Debit — the interest due to the Payer under the interest rate on the Account.

## **FOREIGN EXCHANGE TRANSACTIONS**

### **§15.**

1. Payment Orders that involve buying or selling foreign currencies other than the Bank Account currency shall be executed on the basis of foreign currency exchange rates determined and announced by the Bank, as published in the Table of Exchange Rates. The Bank shall determine the Table of Exchange Rates at least twice per Business Day, and publish it on the Bank's Website along with the effective date and time of such Table.
2. The buying and selling rates of a given currency in force at the Bank at the time of execution of a Payment Order are determined on the basis of the market exchange rate of the currency, available on the Reuters website at the time of drawing up the Table of Exchange Rates. The buying rate of a given currency in force at the Bank is determined by subtracting the Bank's margin from the market currency rate available on the Reuters website, and the selling rate is determined by adding the Bank's margin to the market currency rate available on the Reuters website.

3. The Bank may apply negotiated exchange rates, determined individually with the Holder.
4. The information on the exchange rate applied to execute the Payment Order shall be provided in the Payment Order description included in the Account statement.
5. The Bank shall refuse to execute a foreign exchange Transaction if:
  - a) the Payer or the Payee of the Transaction is a natural person or any other entity domiciled/established or conducting business activity in the territory of countries subject to an embargo or international sanctions;
  - b) the Payer or the Payee of the Transaction are governments, government-related entities or entities acting on behalf of governments of the countries subject to an embargo or international sanctions;
  - c) the foreign exchange Transaction constitutes a payment for goods or services originating in countries subject to an embargo or international sanctions;
  - d) there are restrictions referred to in Article 9, subject to the obligations referred to in Article 5 of the Foreign Exchange Law.

In cases referred to in items (a-d), the Bank shall immediately notify the Transaction originator of the refusal.

The Bank may refuse to execute a foreign exchange Transaction if the Transaction is related to a high-risk third country, as defined in AML.

6. If Payment Orders concerning foreign exchange Transactions submitted by the Payer for execution require supplementation or correction, the Bank shall, immediately after identifying the existence of data gaps or errors, inform the Payer of the suspension of such a Transaction and of the need to make corrections or supplementations. In such a situation, the execution of such a Transaction shall be subject to its supplementation or correction by the Payer within 2 Business Days from the date on which the Payer was notified of the suspension of such a Transaction.
7. In the case of incoming foreign exchange Transactions, the Payee authorises the Bank to purchase and sell currencies, if it receives funds in a foreign currency with an instruction to credit the Payee's account maintained in a currency other than the transfer currency. The Bank shall purchase the received currency at the foreign currency purchase rate indicated in the Table of Exchange Rates and shall sell the currency in which the Payee's Account is maintained at the sale rate indicated in the Table of Exchange Rates.
8. In the case of incomplete or incorrect data necessary for the proper execution of incoming foreign exchange Transactions, the Bank shall send, to the bank which sent such a Transaction, a request for the necessary clarifications or corrections, at the expense of the sender of such a Transaction. The Transaction shall be executed after

receiving a response from the bank of the sender of the Transaction, supplementing the missing, unspecified or erroneous information.

**DEBIT CARD**  
**RULES OF CARD ISSUANCE**

**§16.**

1. Information on the Bank's offer with respect to Cards and the terms and conditions of their issuance can be found in the Communication on payment cards.
2. A Holder having full legal capacity may apply for issuance of a Card for themselves or for a person designated by them, having full legal capacity, or for a Minor who is over thirteen years of age and has limited legal capacity. In the case of a Joint Account, each Holder may apply for a Card for themselves independently. The Card shall be issued to the User at the request of all Joint Account Holders. When applying for a Card for a third party, the Holder authorises that person to dispose of the funds in the Account and to use the Overdraft Limit (if granted) by placing Payment Orders using the Card in the name and on behalf of the Holder.
3. The Bank shall issue Cards for a definite term. The Card shall be valid until the last day of the month indicated on the Card. Card subject to renewal shall be automatically renewed for the next validity period.
4. The Bank reserves the right not to renew the Card for another validity period if:
  - a) the existing Card is cancelled at least 30 days before its expiry date;
  - b) the Card User submits a written resignation from Card renewal;
  - c) the existing Card has not been activated;
  - d) unauthorised balance remains on the Account on the date of planned Card renewal;
  - e) the Card User has not executed any card transaction using the Card for the last 6 months before the Card ceases to be valid;
5. One Card User may hold one active Card of the same type (i.e. cards from the same Payment Organisation and with the same image) to the same Account, whereas to accounts opened as of 14.09.2019, the Bank shall issue a maximum of 5 cards for one Card User.

**RULES OF CARD USE**

**§17.**

1. The Card enables the Card User to make cash withdrawals and cashless payment transactions (consisting in making payments for goods or services) within the territory of the Republic of Poland and abroad, including making cross-border payment transactions using a debit card for cash payments and making cross-border payment transactions

using a debit card for cashless payments, in accordance with the agreed daily transaction limits, but no more than up to the amount of available funds on the Account, subject to the provisions of the following two paragraphs. A Card issued to the basic payment account does not allow for cash withdrawals and cashless payment transactions outside Member States.

2. For technical reasons, restricting Transactions with the limit of funds available on the Account does not apply to Transactions authorised offline (i.e. without a connection with the Bank), which means that Transactions authorised in this manner are settled even after a few days and may lead to exceeding the amount of funds available on the Account.
3. In addition, the Account balance may be exceeded for reasons set out in paragraph 6 below. Transaction limits may be established and changed at any time by the Holder and shall be changed within two Business Days from the date of submission of the request for limit change.
4. The Card User shall authorise a Transaction made with the Card by:
  - a) entering the correct PIN in the case of a Transaction requiring confirmation with a PIN;
  - b) entering the Card number, the Card validity date and the CVC2/CVV2 code in the case of a Transaction carried out without the physical use of the Card and the element ensuring Strong Authentication;
  - c) simply using the Card in the case of a Transaction which does not require confirmation with a PIN or signature, including a Transaction carried out using the contactless functionality of the Card.
5. The limit of a single Transaction using the contactless functionality without the use of a PIN in the territory of the Republic of Poland is PLN 100. The Card User may place an instruction to block the contactless functionality at any Bank Branch and by phone via the Helpline.
6. After the Transaction, the Bank may block funds in the Account until the date of its settlement, but no longer than 7 days from the date of the blocking. The Bank shall not block funds in the Account if the Transaction was executed offline (without a connection with the Bank's systems). Lack of blockade, blockade for the amount lower than the amount of the settled Transaction together with fees and commissions due to the Bank or removal of the blockade after 7 days from its establishment despite the lack of settlement of the Transaction shall not release the Holder from the obligation to provide funds on the Account allowing for the settlement of the Transaction. In the absence of funds, the settlement of the Transaction shall result in unauthorised balance, which shall be treated as overdue indebtedness.

7. If the Transaction is initiated by or through the Payee, the Bank may block funds in the account of the Holder only if the Payer has agreed to block a precisely specified amount of cash. Immediately after receiving a Payment Order, the Bank shall release the cash blocked on the Holder's payment account, upon receiving information about the precise amount of the Transaction.
8. The Bank shall have the right to refuse to execute the Transaction if an invalid, inactive, cancelled or blocked Card is used and if the execution of the Transaction would result in exceeding the daily Transaction limits or the funds available on the Account. The Bank shall inform the Card User of the refusal to execute a Transaction immediately during an attempt to execute such a Transaction.
9. The Bank shall settle the Transaction on the Account (debit or credit the Account depending on the type of Transaction) at the latest on the next Business Day following the receipt of its settlement from the payment organisation. Transactions executed in PLN shall be settled directly in this currency. Transactions executed in another currency shall be translated according to the following principles:
  - a) for Visa Cards — directly from the Transaction currency into PLN by the Visa organisation according to its exchange rate;
  - b) for MasterCard Cards — Transactions in EUR shall be translated directly into PLN at the Bank's exchange rate, and Transactions in other foreign currencies — translated from the Transaction currency into EUR at the exchange rate of that organisation, and then — from EUR into PLN at the Bank's exchange rate.
10. The exchange rate of the Bank shall be the EUR selling rate determined in accordance with the principles set out in §15 and published by the Bank as the first one in the Bank's Table of Exchange Rates on the date of receipt of settlement of this Transaction from the payment organisation. The Visa and MasterCard exchange rates are the exchange rate of a given payment organisation on the date of clearing of the Transactions by that organisation, made available by them on their websites.
11. In the case of Transactions executed in ATMs, deposit machines or other devices, the Payer or Card User may be charged with an additional Surcharge. The amount and the method of its collection are independent from the Bank.
12. On its Website, the Bank shall make available a calculator allowing the Card User to learn about the cost of total currency conversion fees in the case of cross-border payment Transactions executed with a debit card for cash payments. The cost is presented as a percentage of the Bank's margin compared to the most recent EUR reference rate announced by the European Central Bank. The method of settling Transactions on the Customer's Account taken into account when calculating the Bank's margin is described in paragraph 9.

## **TERMS AND CONDITIONS OF USE OF THE MULTI-CURRENCY SERVICE**

### **§17A.**

1. The multi-currency service can be activated for all types of Cards issued for Bank Accounts in PLN and currently offered by the Bank.
2. Activation of the multi-currency service is free of charge.
3. If — in addition to the Account referred to in paragraph 1 — the Holder also holds Accounts in foreign currencies with the Bank, the Holder may link one or more such Accounts of their choice to a Card in order to settle transactions in these foreign currencies directly on the respective Account.
4. Several Accounts may be linked to one Card, provided that each Account is held in a separate currency (only one Account in a given currency may be linked to one Card).
5. More than one Card issued to an account maintained in PLN may be connected to one Account in a given currency.
6. The Instruction to link a Card to an Account in a foreign currency or to remove that link may be placed at a Bank Branch, Franchise Branch, via Online and Mobile Banking and via the Helpline.
7. The Instructions referred to in paragraph 6 may be placed by:
  - a) the Holder;
  - b) a Proxy.
8. Foreign currency Transactions and cross-border payment Transactions using a debit card for cashless and cash payments shall be debited in full directly (without currency conversion) to a given Account in a foreign currency if all of the following conditions are met:
  - a) an Account in the currency in which the transaction was executed is linked to the Card;
  - b) there are sufficient funds on the foreign currency Account available to cover the entire amount of the transaction;
  - c) the transaction has been executed in EUR/USD/GBP/CHF;
  - d) the Customer did not use the DCC service.
9. Transactions made in foreign currencies and cross-border payment Transactions using a debit card for cashless and cash payments shall be debited in full to the PLN account on the terms and conditions set forth in § 17 paragraphs 9-10 of the Terms and Conditions if at least one of the following conditions is met:
  - a) an Account in the foreign currency in which the transaction was executed is linked to the Card, but insufficient funds are available on the Account;
  - b) the Card is not linked to an Account in the foreign currency in which the transaction was executed;

- c) the Transaction was executed in a currency other than: EUR/USD/GBP/CHF;
  - d) the Customer used the DCC service.
10. Foreign exchange Transactions may be executed up to the limits set for a given Card. Each foreign exchange Transaction lowers the limit set for the Card in PLN.
  11. At an ATM, it is possible to obtain information about the balance of funds accumulated in the Account kept in PLN for which the Card was issued.
  12. Commissions and the exchange rate applied to convert Transactions under the DCC service are not the commissions and exchange rate applied by the Bank and are independent from the Bank.
  13. Offline transactions (executed without a connection with the Bank) shall always be debited in full to the Account held in PLN and shall be converted in accordance with the principles set forth in § 17 paragraphs 9-10 of the Terms and Conditions. Offline transactions do not result in blocking of funds on the Account maintained in PLN and are not subject to daily transaction limits, and their settlement may result in exceeding the amount of funds available on the Account.
  14. The fees and commissions charged by the Bank for the performance of activities related to handling the Card shall be charged to the PLN Account to which the Card was issued. The exceptions include commissions for a cross-border payment Transaction using a debit card for cash payments in the territory of a Member States and cash withdrawals outside the territory of Member States in ATMs and other devices that will debit this Account in the foreign currency in which the transaction was booked.
  15. Other Card fees and commissions for cash withdrawals in ATMs and other devices are specified in the TOF&C.

## **CARD SECURITY RULES**

### **§18.**

1. The Card User shall:
  - a) store the Card, Card data and PIN with due diligence, including not make the Card and Card data available to third parties;
  - b) not store the Card together with the PIN;
  - c) immediately cancel the Card in the event of determining loss, theft, unauthorised use of or unauthorised access to the Card.
2. If an incorrect PIN is entered three times, the Bank shall block the possibility of subsequent Transactions requiring confirmation with a PIN until the end of that day. Early unblocking shall be possible by telephone via the Helpline.
3. Blocking the Card consists in temporarily suspending the possibility of executing Transactions until it is unblocked, and cancellation of the Card makes it irrevocably

impossible to execute Transactions. The Card User may block, unblock or cancel their Card at any Bank Branch, by telephone via the Helpline, Online Banking or Mobile Banking.

4. The Bank shall have the right to block the Card only if there are justified reasons related to the Card security, including a suspicion of unauthorised use of the Card or intentionally causing an unauthorised Transaction. Blocking of the Card shall take place until the circumstances which were the reason for its blocking are clarified. To this end, the Bank shall have the right to contact the Card User by telephone.
5. The Bank shall have the right to cancel the Card only in the case of:
  - a) provision of false identification data by the Holder at the conclusion of the Card agreement;
  - b) the Bank becoming aware of death of the Card User;
  - c) seizure of the Account to which the Card was issued by an enforcement authority;
  - d) closure or blocking of the Account to which the Card is issued;
  - e) expiry of the notice period for the Card agreement or the agreement on the Account to which the Card was issued.
6. The Bank shall follow a secure Card User notification procedure in the event of fraud or suspected fraud or occurrence of threats to security — consisting in the use of means of secure communication, including by using the appropriate mode of communication:
  - a) telephone — after identification and verification of user identity;
  - b) SMS — to inform about the availability of a message published on the Bank's website;
  - c) electronically — using Mobile Banking, Online Banking, e-mail and the Bank's websites;
  - d) mail — for shipments containing information in paper form.
7. As part of the procedure described in paragraph 6 above, the Bank shall inform the Card User without undue delay: about a serious Operational Incident or Security Incident, including of ICT nature, if the Incident affects or may affect the financial interests of the User, and shall inform them about available measures that may be taken to mitigate the negative effects of the Incident.
8. The Card User shall immediately notify the Bank of any unauthorised, not executed or improperly executed payment transactions:
  - a) by telephone — via the Bank's Helpline;
  - b) by directly informing the Bank's employee — at a bank branch;
  - c) by submitting a written complaint'
  - d) by e-mail.

9. If the Card User does not submit the notification indicated in paragraph 8 above within 13 months from the date of debiting the payment account or from the date on which the transaction was to be executed, claims of the user against the Bank arising from unauthorised, not executed or incorrectly executed payment transactions shall expire.
10. If the Card User does not use the payment account, the deadline specified in paragraph 9 above shall be counted from the date of execution of unauthorised or incorrectly executed payment transactions or from the date on which the payment transaction was to be performed.

### **OVERDRAFT LIMIT**

#### **§19.**

1. At the request of the Account Holder, the Bank may grant an Overdraft Limit. In the case of a Joint Account, the Overdraft Limit may be granted only on the basis of a request of all Holders.
2. The use of the Overdraft Limit shall require signing a relevant product agreement and its granting shall depend on the assessment of creditworthiness of the Account Holder by the Bank.
3. The Overdraft Limit agreement shall specify the terms and conditions of granting and rules of using the Overdraft Limit, including the amount of the Overdraft Limit granted, the period for which the Overdraft Limit is granted and the terms and conditions of its extension, the amount, type and terms and conditions of changing the interest rate on the Overdraft Limit, fees and commissions related to the Overdraft Limit and the terms and conditions of terminating the Overdraft Limit agreement.
4. In the event of death of one of the Holders of the Joint Account for which an Overdraft Limit has been granted and:
  - a) if the Overdraft Limit on the date of death of the Account Holder has not been used, the Overdraft Limit agreement shall be converted into an individual agreement and the Bank shall perform a new assessment of creditworthiness of the living Account Holder. If the living Account Holder has completely lost their creditworthiness enabling them to have an Overdraft Limit, the Bank shall terminate the Overdraft Limit agreement in writing with a 30 days' notice period, and in the event of a threat of the Account Holder's bankruptcy — with a 7 days' notice period. If the Account Holder has lost the creditworthiness enabling them to have an Overdraft Limit in its current amount, the Bank shall reduce the existing amount of the Overdraft Limit granted by terminating the agreement in writing within the scope of the amount of the Overdraft Limit with a 30 days' notice period;

- b) if the Overdraft Limit has been used, even in part — the Overdraft Limit agreement shall expire in its entirety, and the indebtedness related to the Overdraft Limit used shall be the joint responsibility of the living Account Holder and the heirs of the deceased Account Holder.
5. The Account Holder may not simultaneously have an Overdraft Limit and a Permitted Overdraft. The conclusion of the Overdraft Limit agreement shall result in automatic termination of the agreement in respect of the granted Permitted Overdraft on the date of conclusion of the Overdraft Limit agreement. The Account Holder shall repay the indebtedness resulting from the Permitted Overdraft before concluding the Overdraft Limit agreement.
6. Termination of the Account agreement by either Party shall be equivalent to termination of the Overdraft Limit agreement. In such a case, the Account Holder shall repay the used Overdraft Limit no later than by the date of termination of the Account agreement.

### **PERMITTED OVERDRAFT**

#### **§20.**

1. At the request of the Account Holder, the Bank may grant a Permitted Overdraft. In the case of a Joint Account, the Permitted Overdraft may be granted only on the basis of a request of all Account Holders.
2. Using the Permitted Overdraft requires signing an appropriate product agreement. The Account agreement, containing provisions on the Permitted Overdraft, sets out the terms and conditions of granting and using the Permitted Overdraft, including the amount of the overdraft, the period for which the Debit overdraft is granted and the terms and conditions of its extension, the amount, type and terms and conditions of interest rate change and the change in the amount of the overdraft, fees and commissions related to the overdraft, terms and conditions of termination of the Permitted Overdraft agreement by the Bank and the date of its repayment.
3. The Account Holder may, at any time, terminate the Permitted Overdraft agreement without notice. On the date of termination of this agreement, the Account Holder shall be obliged to repay the remaining Permitted Overdraft balance.
4. In the event of death of one of the Holders of the Joint Account for which a Permitted Overdraft has been granted and:
  - a) if the Permitted Overdraft has not been used on the date of death of the Account Holder, the Permitted Overdraft agreement shall be converted into an individual agreement, and the Bank shall perform a new assessment of the living Account Holder's ability to repay the Permitted Overdraft. If the living Account Holder has completely lost their creditworthiness enabling them to have an overdraft, the Bank

shall terminate the Permitted Overdraft agreement in writing with a 6 months' notice period, and in the event of a threat of the Account Holder's bankruptcy — with a 7 days' notice period. If the Account Holder has lost the ability to repay the overdraft in the current amount, the Bank shall reduce the current amount of the overdraft granted by terminating the overdraft agreement in writing with a 30 days' notice period;

- b) if the Permitted Overdraft limit has been used, even in part — the overdraft agreement shall expire in its entirety, and the indebtedness related to the overdraft used shall be the joint responsibility of the living Account Holder and the heirs of the deceased Account Holder.

## **TERMS AND CONDITIONS OF USING REMOTE CHANNELS — GENERAL PROVISIONS**

### **§21.**

1. Via Remote Channels, the User shall be able to:
  - a) access to the Electronic Banking Service and the Telephone Banking Service;
  - b) obtain information about the balance of funds and the history of operations carried out on the banking products held;
  - c) place Instructions regarding the Bank's products held;
  - d) place Instructions concerning the opening of new products and services offered by the Bank. In order to submit any Instruction, the User must first log into Remote Channels, in accordance with the rules set forth in these Terms and Conditions of Accounts.
2. The following is required in order to log into Remote Channels:
  - a) for Online Banking — Login, Online Password and an element ensuring Strong Authentication. The Login and Online Password are sent, respectively, by e-mail and SMS notification to the e-mail address and mobile phone number indicated in the Bank's system by the User;
  - b) for the Helpline — Login and selected Telephone Password characters. The Login and Telephone Password are sent, respectively, by e-mail and SMS notification to the e-mail address and mobile phone number indicated in the Bank's system by the User. The Bank shall make the easy login service available, which consists in logging into the Telephone Banking Service using the Telephone Password on its own, provided that the number registered at the Bank is contacted. The phone identification by the Bank replaces the need to enter the login. If the User has an active Telephone Banking Service and has access to Mobile Banking, they may connect from Mobile Banking as a verified Customer;

- c) for Mobile Banking — the Mobile Password set by the User themselves in the Mobile Application upon identification with a Login, Online Password and an element ensuring Strong Authentication.
3. Authorisation of Instructions placed via:
  - a) Online Banking takes place by entering: single-use SMS Codes sent to the mobile phone number provided by the User or via the Mobile Application in the case of an active Mobile Authorisation service;
  - b) Mobile Banking takes place by entering: the Mobile Banking PIN — in the case of placing Instructions in Mobile Banking, the BLIK Cheque Password — assigned in the Instruction to create a BLIK Cheque;
  - c) Helpline — the Bank may require the provision of a strong authentication element in the form of SMS, e-mail, Mobile Authorisation.
4. Transactions ordered by the User in Remote Channels shall be carried out by the Bank no later than on the next Business Day, subject to paragraph 5.
5. Transactions ordered by the User in Online Banking and Mobile Banking after 10:00 p.m., via the Helpline after 7:00 p.m. and on days other than Business Days shall be deemed to be ordered on the following Business Day.
6. For shared products, each product Holder shall sign a separate Remote Channel Agreement.
7. Each Instruction placed by the User via Remote Channels and duly authorised shall be equivalent to a written Instruction.
8. All Instructions placed by the User via Remote Channels and confirmations of the Bank's execution of the Instructions placed by the User shall be recorded by the Bank. The manner, form and dates of informing the User about executed Instructions, fees and commissions charged are specified in the relevant product agreements under which the Bank maintains payment accounts.
9. The User shall bear the costs of using means of remote communication, i.e. the costs of using telecommunications or ICT networks, according to the tariff of their operator.
10. Incoming and outgoing calls with the Bank, via the Helpline, shall be recorded. The recordings are confidential and may be used by the Bank for evidence purposes.
11. The User of Online Banking and Mobile Banking may obtain, through the AIS Operator, information about the status of funds and the history of operations carried out on the Accounts.
12. The User of Online Banking and Mobile Banking may, through the PIS Operator, dispose of funds on the Accounts.

#### **TERMS AND CONDITIONS OF USING THE BLIK SERVICE**

## §22.

1. As part of the BLIK service, the Bank enables the User to execute Transactions using the a BLIK Code and BLIK Cheque, including:
  - a) cash withdrawal in PLN in points bearing the BLIK mark, including ATMs;
  - b) payment for goods or services in PLN at terminals enabling the execution of such a Transaction;
  - c) payment for goods and services in PLN online;
  - d) deposit of cash in PLN in deposit machines providing the deposit service using BLIK;
  - e) BLIK phone transfers (Express Transfer using the telephone number as the Payee's ID. A BLIK phone transfer does not require the use of a BLIK Code or a BLIK Cheque).
2. The persons authorised to make payments by means of a BLIK Cheque are the User or another natural person. By submitting the BLIK Cheque to a third party, the User should also provide the BLIK Cheque Password.
3. The User shall be liable for payments made using the BLIK Cheque by third parties to whom the User has submitted the BLIK Cheque Password.
4. As part of the BLIK service, the User has default limits defined by the Bank for individual types of Transactions.
5. The default settings of limits may be changed by the User via Online Banking up to the limits set by the Bank. The amounts of limits are specified in the Communication, available on the Bank's Website.
6. Before starting to use of the BLIK Service, the User shall indicate the Account from which the Transactions will be executed. The User shall have the possibility to change the Account at any time in Online Banking.
7. The User may create up to 5 active BLIK Cheques. Each time when issuing a BLIK Cheque, the User shall define the amount, the execution date and the BLIK Cheque Password.
8. The User has the option to cancel a BLIK Cheque in Mobile Banking before its expiry date.
9. Upon issuing a BLIK Cheque in the Mobile Application, the Bank shall establish a blockade on the Account for the amount defined by the User at the time of issuance of the BLIK Cheque. After the expiry date indicated by the User or, in the case of cancellation or rejection of the BLIK Cheque, unless it is cashed, the blockade shall be removed.
10. Executing or receiving Transfer Orders with the use of the BLIK Phone Transfer service shall require to submitting, via online Banking or Mobile Banking, an Instruction granting

consent to linking the mobile phone number with the BLIK service. The telephone number shall be forwarded to the BLIK service provider in order to execute a BLIK Phone Transfer. Each linking of the telephone number to the service shall require the User to confirm the telephone number with an SMS code.

11. The Bank shall credit the amount of the transfer order received to the User's Account linked to the BLIK Service with the telephone number indicated in the Instruction regarding BLIK Phone Transfer or debit that Account for the amount of the executed transfer order.
12. Disabling the BLIK service:
  - a) shall be possible by placing an Instruction in Online Banking. The User may only use the BLIK service again after submitting an Instruction to activate it;
  - b) shall take place at the moment of closing the Account indicated by the User for the execution of Transactions as part of the BLIK service;
  - c) shall take place upon termination of the Electronic Banking Service by the User.
13. The User shall be obliged to comply with the security rules contained in §23 hereof.
14. In matters not regulated in this chapter, the remaining provisions of these Terms and Conditions of Accounts shall apply to Transactions executed as part of the BLIK service.

### **SAFE BLOCKADE**

#### **§22A.**

1. The Online Banking or Mobile Banking User may manage the amount of funds available on a payment account by establishing a Safe Blockade.
2. The maximum value of the blockade shall be equal to the sum of the current value of the Safe Blockade and the amount of funds available on the payment account.
3. The Bank reserves the right to temporarily limit the availability of functionality and to cancel the Safe blocking Blockade established by the customer in the event of an overriding blockade on the payment account, related to:
  - a) debt collection;
  - b) attachment by writ of execution;
  - c) termination of the payment account agreement;
  - d) death of the Customer;
  - e) inconsistencies in the payment account agreement;
  - f) freezing of funds on the Customer's payment account.
4. Termination of the agreement on Remote Channels shall result in cancellation of the Safe Blockade.

### **CONFIRMATION OF FUNDS AVAILABLE ON THE ACCOUNT**

#### **§22B.**

1. The User of Online Banking or Mobile Banking may consent to the Bank responding to requests for the CAF Service to the Operator issuing payment instruments based on a payment card.
2. The consent referred to in paragraph 1 shall be expressed by the User in Online Banking or Mobile Banking before the Operator referred to in paragraph 1 files the first request for the CAF Service.
3. Expressing consent shall require indicating the Account details and the details of the Operator referred to in paragraph 1.
4. The User may revoke the previously granted consent.

### **REGISTERED DEVICES**

#### **§22C.**

1. The User may register a Mobile Device or another device with access to the Internet, of which they are the sole User, via Online Banking or Mobile Banking.
2. The User shall have the right to manage Registered Devices, in particular to remove a previously Registered Device.
3. A Registered Device may be used as part of User Authentication in Remote Channels.

### **MOBILE AUTHORISATION**

#### **§22D.**

1. The service shall be available on all active mobile devices of the User.
2. Service activation shall take place in the Mobile Application, from the settings level, or when creating a new User profile in the Mobile Application.
3. The User may manage devices with Mobile Authorisation from the level of settings of the Mobile Application.
4. Activation of the service shall mean, at the same time, changing the method of Instruction Authorisation.
5. After the activation of the service is completed, Instructions placed via Online Banking, which require confirmation by the User, shall be presented to the User in the Mobile Application, in the "Notifications" section.
6. Certain Instructions may require confirmation with an SMS Code despite an active Mobile Authorisation service.
7. The Bank shall commence the execution of the Instruction as soon as it is confirmed by the User in the Mobile Application, in the "Notifications" section, by means of the "Confirm" option. The Bank shall confirm the acceptance or rejection of the Instruction intended for execution in the form of a message in Online Banking.

### **SECURITY RULES**

#### **§23.**

1. The Bank undertakes to ensure the security of performance of Instructions for the User, while ensuring due diligence and using appropriate technical solutions.
2. The User shall:
  - a) store the Login and the following passwords: Online Password, Mobile Password, Telephone Password, BLIK Cheque Password with due diligence, including by storing them separately;
  - b) not make the login and the following passwords: Online Password, Mobile Password, Telephone Password, BLIK Cheque Password available to third parties, with the proviso that the Login and the Online Password and Mobile Password may be made available to the PIS Operator and AIS Operator;
  - c) properly secure the devices (e.g. computer, mobile phone, tablet) used to access the Electronic Banking Service and the Telephone Banking Service, as well as protect them against malware or third-party access by:
    - installing the current version of the Internet browser, legal system software and anti-virus software with an up-to-date virus database on the device;
    - using a firewall;
    - updating the Internet browser, system software and anti-virus software;
    - only installing software from official sources;
    - not opening or responding to e-mails from unknown senders;
    - not opening files of unknown origin.
3. The Bank shall make available to the User a set of Online Banking and Mobile Banking security principles, as well as information on minimum technical requirements for using Remote Channels by publishing them on the Bank's Website.
4. The Bank reserves the right to temporarily limit access to remote channels in the event of modernisation, updates or maintenance of the Bank's systems.
5. If access to Remote Channels is temporarily restricted, the Bank shall notify the User by posting a relevant message communication on the Bank's Website. The communication shall be posted in the above-mentioned location at least 1 day before the planned shutdown of Remote Channels and, in the event of a failure, as soon as possible after becoming aware of the problem.
6. In the event of loss or suspected loss of exclusive control or theft of data used for logging into Remote Channels, the User shall immediately contact the Helpline to block access to Remote Channels or report this fact to any of Bank Branches or Franchise Branches.
7. Unblocking access to Remote Channels shall be possible at a Bank Branch, Franchise Branch and in the Remote Channels indicated in the Communication. It shall be possible to block and unblock access to Mobile Banking via Online Banking.

8. In the event of unblocking access to Remote Channels, the Bank shall have the right to carry out additional verification of the User.
9. The User may only change the Authorisation method in Online Banking by means of the following Authorisation:
  - a) changing Mobile Authorisation to SMS Codes — shall require providing the SMS Code in Online Banking or the SMS Code and Mobile Banking PIN in the Mobile Application;
  - b) changing SMS Codes to Mobile Authorisation shall require activation of the service via the Mobile Application assigned to the Mobile Authorisation service and approving the instruction with the Mobile Banking PIN;
  - c) if the Mobile Application is deactivated, Mobile Authorisation shall be changed to the SMS Code automatically.
10. If the User inputs the wrong Online Password three times within Online Banking, as well as enters the wrong Authorisation Code five times, Online Banking and the possibility to Authorise subsequent Instructions using the selected Authorisation method shall be blocked as a result. Unblocking Online Banking shall result in restoring the possibility of Authorising Instructions.
11. If the User enters:
  - a) an incorrect Online Password three times when creating a profile in Mobile Banking, Online Banking shall be blocked;
  - b) an incorrect Telephone Password three times when logging in via the Helpline, access to the Telephone Banking Service shall be blocked;
  - c) an incorrect Mobile Password in Mobile Banking three times, Mobile Banking shall be blocked;
  - d) an incorrect PIN five times, Mobile Banking shall be blocked.
12. The Bank may block access to Remote Channels in connection with a suspicion of unauthorised use of Remote Channels or the deliberate causing of an unauthorised payment transaction and due to an increase in the risk of the User losing creditworthiness, when the use of Remote Channels is related to the use of an extended loan.
- 12a. The Bank may refuse the AIS Operator or PIS Operator access to the User's Online Banking or Mobile Banking in the case of objectively justified and duly documented reasons related to unauthorised or illegal access to the User's Online Banking or Mobile Banking. In such a case, the Bank shall inform the User, no later than by the end of the next business day, of the refusal to grant access to the AIS Operator or PIS Operator, unless informing the User would not be advisable for objectively justified security reasons

- or is contrary to separate regulations. The Bank shall send information about the refusal to grant access to the e-mail address or mobile phone number.
13. The Bank shall inform the User, using the e-mail address or mobile phone number, about blocking Remote Channels before they are blocked, and if this is not possible — immediately after they are blocked. The Bank shall unblock access to remote channels immediately after the grounds for maintaining the blockade have ceased.
  14. Online Banking uses cookies. The following types of cookies are used on the Bank's Website:
    - a) session cookies — these are temporary files stored on the User's terminal device (device with access to Online Banking) until the user logs out, leaves the website or turns off the software (Internet browser);
    - b) persistent cookies — cookies stored on the User's terminal device (device with access to Online Banking) for a period specified in the cookie parameters or until their deletion by the User (having access to Online Banking).
  15. Cookies are used to maintain the User's session. Disabling the use of cookies may lead to the lack of access to Online Banking.
  16. The Bank regards remote channels as safe, for the purposes of ongoing communication with Customers within the scope of correct and safe use of online payment services.
  17. The Bank shall follow a secure User notification procedure in the event of fraud or suspected fraud or occurrence of threats to security — consisting in the use of means of secure communication, including by using the appropriate mode of communication:
    - a) telephone — after identification and verification of user identity;
    - b) SMS — to inform about the availability of a message published on the Bank's website;
    - c) electronically — using Mobile Banking, Online Banking, e-mail and the Bank's websites;
    - d) mail — for shipments containing information in paper form.
  18. As part of the procedure described in paragraph 17 above, the Bank shall inform the User without undue delay: about a serious Operational Incident or Security Incident, including of ICT nature, if the Incident affects or may affect the financial interests of the User, and shall inform them about available measures that may be taken to mitigate the negative effects of the Incident.
  19. The User shall immediately notify the Bank of any unauthorised, not executed or improperly executed payment transactions:
    - a) by telephone — via the Bank's Helpline;
    - b) by directly informing the Bank's employee — at a bank branch;
    - c) by submitting a written complaint'

- d) by e-mail.
20. If the User does not submit the notification indicated in paragraph 19 above within 13 months from the date of debiting the payment account or from the date on which the transaction was to be executed, claims of the user against the Bank arising from unauthorised, not executed or incorrectly executed payment transactions shall expire.
21. If the User does not use the payment account, the deadline specified in paragraph 20 above shall be counted from the date of execution of unauthorised or incorrectly executed payment transactions or from the date on which the payment transaction was to be performed.

## **FINAL PROVISIONS**

### **LIABILITY**

#### **§24.**

1. The Holder shall immediately notify the Bank of any determined unauthorised, not executed or incorrectly executed Transactions. The result of the failure to do so is set out in the second sentence of paragraph 3.
2. If the Transaction is initiated by the Payer (including via the PIS Operator), the Bank, as the Payer's Operator, shall be liable towards the Payer for non-performance or improper performance of the Transaction unless it proves that the Payee's Operator's account was credited with the Transaction amount no later than by the end of the next Business Day following the receipt of the Payment Order, and if the Bank received the Payment Order in paper form — no later than by the end of the second Business Day following the receipt of the Payment Order.
3. The Bank's liability referred to in paragraph 2 shall be excluded if the non-performance or improper performance of the Transaction is caused by provision of an incorrect Unique ID, the occurrence of force majeure or results from other legal regulations. Moreover, the Holder's claims due to unauthorised, not executed or improperly executed Transactions shall expire if, within 13 months from the date of debiting the Account or from the date on which the Transaction was to be executed, the Holder fails to fulfil its obligation to notify the Bank of unauthorised or improperly executed Transactions.
- 3a. If the Payer provides an incorrect Unique ID, the Bank, on the basis of the Payer's notification, shall take measures to recover the amount of the payment transaction executed using the incorrect Unique ID in the manner and on the terms specified in Articles 143a-143c of APS. The Bank may charge a fee for these tasks in accordance with the TOF&C.
4. Where a Transaction is initiated by or through the Payee, the Payee's Operator shall be liable for the correct transfer of the Transaction to the Payer's Operator within the time

frame agreed between the Payee and its Operator, provided that this liability shall be excluded in the cases indicated in paragraph 3.

5. If a cash deposit made to a payment account maintained with the Bank has not been made available on the account immediately after the receipt of the cash, and at the latest on the same business day, the Bank, as Payee's Operator, shall be liable towards the Payee for non-performance or improper performance of the Transaction, provided that this liability shall be excluded in the cases indicated in paragraph 3.
6. In the event of an unperformed or improperly performed Transaction for which the Payee's Operator is not liable pursuant to paragraphs 4 and 5, the Bank, as the Payer's Operator, shall be liable towards the Payer.
7. If the Bank is liable pursuant to paragraph 2 or 6, it shall immediately, no later than by the end of the next business day following the identification of an unauthorised Transaction debited to the Payer's account or following the receipt of a relevant notification, reimburse the Payer for the amount of not executed or improperly executed Transaction, and if the Payer uses a payment account, it shall restore the debited payment account to the state that would occur if the non-performance or improper performance of the Transaction had not taken place, with the value date no later than the date of debiting of the payment account.
8. If the Bank is liable pursuant to paragraph 5, it shall make the amount of the Payee's Transaction available immediately, no later than by the end of next the business day following the identification of the unauthorised Transaction debited to the Payer's account or following the receipt of the relevant notification after crediting the Payee's account, with the value date no later than the date of debiting of the payment account.
9. The Bank shall not reimburse the funds within the time limit set out in paragraphs 7 and 8 above if it has reasonable and duly documented grounds to suspect fraud and shall inform law enforcement authorities of this fact in writing.
10. In the event of an unperformed or improperly performed payment transaction:
  - a) initiated by the Payer — their Operator shall, notwithstanding the liability borne in accordance with paragraph 2, at the Payer's request, immediately take steps to track Transactions and notify the Payer of their outcome, with such steps being free of charge for the Payer;
  - b) initiated by or through the Payee — their Operator shall, notwithstanding the liability under paragraphs 4 and 5, at the Payee's request, immediately take steps to track Transactions and notify the Payee of their outcome, with such steps being free of charge for the payer.

11. The Bank's liability specified in paragraphs 2, 5 and 6 shall also include fees and interest charged to the Holder as a result of non-performance or improper performance of the Transaction.
12. The Bank's liability specified in paragraphs 2, 5 and 6 shall not exclude the Holder's claims under the Account agreement if such an agreement provides for such claims, and under the applicable law.
13. In the event of an unauthorised Transaction, the Bank shall immediately return to the Holder the amount of the unauthorised Transaction and restore the debited account to the state that would have occurred if the unauthorised Transaction had not taken place.
14. The Holder shall be liable for unauthorised Transactions up to the PLN equivalent of EUR 50, determined using the average exchange rate announced by the National Bank of Poland applicable on the date of execution of the Transaction, if the unauthorised Transaction results from the use of a lost or stolen Card, login details, devices or data for Transaction authorisation or from the misappropriation of the Card, login details, devices or data for Transaction authorisation or their unauthorised use as a result of the Holder's breach of the obligation to take, upon their receipt, the necessary measures to prevent the breach of individual safeguards of these instruments, in particular the obligation to store them with due diligence and not to make them available to unauthorised persons, unless:
  - a) the Holder was unable to determine the loss, theft or misappropriation of the Card, login details, devices or Transaction authorisation data, except when the Holder acted intentionally;
  - b) loss of the Card, login details, devices or Transaction authorisation data before the execution of the Transaction was caused by an action or omission on the part of persons or entities acting on behalf of the Bank.
15. The Holder may request that the Bank reimburse the amount of an authorised Transaction initiated by or through the payee, which has already been executed, if the exact amount of such Transaction had not been determined at the time of its authorisation and the amount of such Transaction is higher than the amount collected in the given circumstances, taking into account the Holder's previous type and level of expenditure, terms and conditions of the agreement and circumstances relevant to the case. The reimbursement referred to above shall cover the full amount of the executed Transaction. If the Bank is requested to reimburse the amount of an authorised Transaction initiated by or through the payee, which has already been executed, if the exact amount had not been determined at the time of the Transaction authorisation, the Holder may not invoke reasons related to currency conversion if the reference exchange rate agreed with the Bank was applied.

16. The Holder may request reimbursement of the authorised Transaction referred to in paragraph 15, initiated by or through the Payee, for a period of eight weeks from the date of debiting of the account.
17. At the Bank's request, the Holder shall present factual circumstances indicating the occurrence of the conditions set out in paragraph 14.
18. The Holder shall not be entitled to the reimbursement referred to in paragraph 15 if the Holder granted consent to the execution of the Transaction directly to the Bank and the information about the future Transaction was delivered to the Holder by the Bank in the agreed manner at least four weeks before the date of execution of the Payment Order or made available to the Holder by the Bank in the agreed manner, for a period of at least four weeks before the date of execution of the Payment Order.
19. Within ten days (except for Saturdays, Sundays and public holidays) from the date of receipt of the request for reimbursement submitted pursuant to paragraph 15, the Bank shall reimburse the full amount of the Transaction or provide a justification for refusing reimbursement. If the Holder does not agree with the presented justification, they may lodge a Complaint in accordance with § 27 and taking into account the authorities indicated in § 28 paragraphs 12 and 13.

**PROCEDURE IN CASE OF DEATH. DISPOSAL OF CONTRIBUTION IN CASE OF DEATH.**

**§25.**

1. In the case of death of:
  - a) an individual Account Holder, the provisions of § 10 paragraph 7 shall apply;
  - b) one of the two Holders of a joint account — the joint holding of the account shall cease as of the date of death, and half of the funds remaining on the account as of the date of death shall be payable to the living Holder, while the other half — to the heirs of the deceased Holder. Funds due to the heirs shall be blocked and shall not be available for disposal to the living Holder;
  - c) one of the Holders of a joint account, maintained for more than two persons — the account shall be maintained as a joint account of the surviving Account holders. The amount due to the deceased Account Holder, proportional to the number of Account Holders, shall be due to the deceased Account Holder's heirs;
  - d) all Holders of a joint account simultaneously — the funds remaining as at the date of death shall be divided proportionally to the number of Holders and be due in this amount to the heirs of the deceased Account Holders.
2. Within the limits set out in the Banking Law, the Holder may dispose of cash deposited in the accounts in case of death by submitting an Instruction for contribution disposal in

case of death. Such an Instruction may be submitted only for individual accounts, in writing, for one or more persons designated by the Holder: spouse, ascendants, descendants or siblings.

3. An Instruction for contribution disposal in case of death may be submitted, changed or cancelled at any time in writing by the Holder at a Bank branch and Franchise Branch. The persons indicated therein shall be entitled to take the amounts due to them without the need to conduct inheritance proceedings, upon the submission of an abridged copy of the death certificate of the deceased Holder or a final court decision on recognising the Holder as deceased. Submission of the documents referred to in the preceding sentence shall be necessary in a situation where the Bank previously did not have information about the death of the Account Holder.
4. The amount of the disbursement referred to in paragraph 2, regardless of the number of instructions submitted, shall not exceed twenty times the average monthly salary in the enterprise sector without profit-sharing bonuses, announced by the President of the Central Statistical Office for the last month before the death of the Account Holder.
5. If the Account Holder has issued more than one Instruction for contribution disposal in case of death and the total amount of Instruction exceeds the limit referred to in paragraph 4, the Instruction issued later shall prevail over the Instruction issued earlier.
6. The amount paid in accordance with paragraph 2 shall not constitute a part of the Account Holder's legacy.
7. Persons to whom amounts have been paid in breach of paragraph 5 pursuant to an Instruction for contribution disposal in case of death shall be obliged to return these amounts to the heirs of the Account Holder.
8. If there is no Instruction for contribution disposal in case of death, the funds accumulated in the account shall be paid to the heirs upon submission of documents confirming the right to inheritance and verification thereof by the Bank.
9. In the event of death of an individual Account Holder, the Bank shall use the funds in the accounts on the terms and conditions set forth by law to:
  - a) pay the amount spent on the funeral costs of the Holder in the amount not exceeding the cost of a funeral in accordance with the customs of the given environment; the amount shall be paid to the person who submits an abridged certified copy of the death certificate of the Account Holder and receipts confirming the amount of costs incurred, issued to the person requesting the disbursement;
  - b) pay the amounts due to the authorities making payments to the accounts for insurance, social security or remuneration for retired public servants after the death of the Holder, which were not due after the death of the Holder;
  - c) execute the Instruction for contribution disposal in case of death;

- d) pay the amounts due to eligible heirs.
- 10. Disbursement of funds from the account of the deceased Holder shall be made at Bank Branches and Franchise Branches, with the proviso that Cash Withdrawal is not possible at Franchise Branches.
- 11. The Holder shall notify the Bank of a change of the permanent residence of the person indicated in the Instruction for contribution disposal in case of death (if indicated in the instruction).
- 12. If the account maintenance package is changed, the Instruction for contribution disposal in case of death shall remain in force, except where the individual account is converted into a joint account.
- 13. The person indicated in the Instruction for contribution disposal in case of death shall be informed only about the provision concerning them and the amount they obtain as a result of the instruction. No information shall be provided on other persons indicated in the Instruction for contribution disposal in case of death.
- 14. The heirs shall be informed about the funds in the deceased person's account and about the placement of the Instruction for contribution disposal in case of death with respect to the account (including the names and amounts under the Instruction for contribution disposal in case of death) upon submission of documents confirming the right to the inheritance and verification thereof by the Bank.

### **ADDITIONAL PROVISIONS PERTAINING TO DEPOSITS**

#### **§26.**

- 1. A Deposit may be maintained as:
  - a) an individual account for one person;
  - b) a joint account for several persons.
- 2. The condition for opening and using Deposits is signing the Confirmation of agreement conclusion or accepting the Table of Interest Rates and/or the Product Sheet (depending on the access channel to the products and services held with the Bank).
- 3. A Deposit may be established as a renewable or non-renewable deposit at the discretion of the Holder (unless otherwise specified in the terms and conditions of the Deposit and unless the Deposit can only be established as a non-renewable one).
- 4. If an Instructions to open a Deposit is placed via [www.getinbank.pl](http://www.getinbank.pl) or via Remote Channels, the Bank reserves the right not to open the Deposit and to return the funds to the account from which the funds were received by the Bank in the following cases:
  - a) if the amount of funds transferred to open the Deposit is inconsistent with the amount specified in the Instruction to open the Deposit;

- b) if the funds allocated to establish the Deposit were transferred to an account other than the one indicated by the Bank;
  - c) if the funds allocated to establish the Deposit were received by the Bank after the expiry of the validity period of the Instruction to open the Deposit;
  - d) if the funds allocated to establish the Deposit were received by the Bank from an account not owned by the Holder.
5. Each of the joint account Holders may independently conclude a Joint Deposit agreement, including on behalf of other joint account Holders, provided that the funds using which the Joint Deposit will be established come from the joint account of the Account Holders (excluding Joint Deposits) and the Deposit will be established for the benefit of the joint account Holders.
  6. Confirmation of the conclusion of the Deposit agreement shall release the Bank from the obligation to send Deposit account statements to the Holder.
  7. The Bank shall handle Deposits in cash and cashless form. Cash Transactions shall be carried out in the form of cash deposits to the Deposit or cash withdrawals from the Deposit. Cashless Transactions shall be carried out in the form of a transfer order. An instruction in the form of a transfer order may only be executed in the currency of the Deposit. In the case of foreign currency Deposits, a transfer order in a foreign currency may be executed only to an account kept with the Bank.
  8. In the case of Deposits opened in a foreign currency, the Bank shall provide cash handling of foreign currency deposits only at those Bank Branches where cash handling in that foreign currency is carried out. A list of such branches is available at [www.getinbank.pl](http://www.getinbank.pl), via the helpline and at Bank Branches. Cash handling of foreign currency deposits at Franchise Branches is not possible.
  9. If the Holder has established a foreign currency Deposit in a cashless form, the Deposit may only be liquidated by a transfer order.
  10. The Deposit Holder may submit, until the day preceding the last day of the Contractual Term, an instruction to execute, on the last day of the Contractual Term, a transfer order for the interest or principal together with interest to the indicated account (Instruction to change the method of Deposit settlement), unless the terms and conditions of the Deposit prevent the acceptance of such an instruction. If a non-renewable Deposit is established, the funds (principal and interest) shall be transferred to the account indicated by the Holder. (a savings account or an Account held with the Bank in the same ownership relation as the established Deposit). If a renewable Deposit is established, the Deposit shall be renewable on the terms and conditions described in the Table of Interest Rates applicable on the date of renewal of a Deposit with the same investment period as the Deposit.

## **DEPOSITS OF MINORS**

### **§26A.**

1. Deposits of Minors may only be maintained as individual accounts. Such Deposits may be established at a Bank Branch and Franchise Branch.
2. The Deposit agreement with the Bank shall be concluded on behalf of the Minor by their Statutory Representative.
3. A Minor who is a Deposit Holder may, after reaching the age of 13, dispose of cash in that Deposit account, unless their Statutory Representative objected to them doing so in writing.
4. If a payment to a Deposit of a Minor constitutes a donation, inheritance or legacy, the donor or the testator may stipulate in the donation agreement or will that the donation or inheritance amount shall not be managed by the Statutory Representatives of the Minor who is the Holder and they may appoint an administrator of that portion of the assets.
5. This stipulation shall be honoured by the Bank provided that a certified copy of the donation agreement or will is submitted to the Bank together with a final court decision on the acquisition of rights to the inheritance on the basis of that will.
6. If the donor or testator does not appoint an administrator, the management shall be carried out by a curator appointed by the guardianship court.
7. Withdrawal from the Deposit of a Minor under the age of 13 shall be made at the request of and to the Statutory Representative of that person.
8. Withdrawal from the Deposit of a Minor on the basis of an instruction of the guardian, curator or administrator, regardless of the amount, shall require the consent of the guardianship court.
9. A Minor who is the Holder may not grant powers of attorney or place Instructions for contribution disposal in case of death.
10. Once the Deposit Holder reaches the age of majority, the Deposit account shall be maintained in accordance with the general principles adopted for Deposit accounts.
11. The provisions of paragraphs 1-10 shall apply to Deposit accounts maintained for the benefit of legally incapacitated persons, save that the rules applicable to Minors under the age of 13 shall apply mutatis mutandis to totally legally incapacitated persons, while the rules applicable to minors above the age of 13 shall apply mutatis mutandis to partially legally incapacitated persons.
12. The steps taken by the Bank shall depend on the submission of a decision of a competent court on legal incapacitation, specifying its scope, or a decision on revocation or change of the scope of legal incapacitation.

## **INTEREST RATES ON DEPOSITS**

## **§26B.**

1. The funds in a Deposit may bear interest at a fixed or floating rate. Unless the Deposit agreement provides otherwise, the amount and type of the interest rate, principles of capitalisation and calculation of interest, available currencies and other terms and conditions of keeping a given Deposit shall be determined (depending on the access channel to the products and services held at the Bank) by the Table of Interest Rates and/or Product Sheet. For specific products and services, the Bank may issue separate detailed terms and conditions, offered as part of a promotion or special sale campaigns.
2. In the case of Deposits, the Table of Interest Rates and/or the Product Sheet (depending on the access channel to the products and services held at the Bank) also specifies Contractual Terms, minimum amounts, renewable nature, the possibility to change the renewable nature parameter and the terms and conditions of interest calculation in the case of disbursement of funds before the end of the Contractual Term.
3. Each Deposit shall constitute a separate contribution. The Deposit shall be opened after the Deposit has been credited with funds. Unless the Deposit agreement provides otherwise, in the event of placing an Instruction to open a Deposit or transfer funds to the Deposit on a day other than a Business Day, the Deposit shall be opened on the next Business Day.
4. The Contractual Term of the Deposit shall commence on the date of crediting the Deposit, and if the Deposit is renewed — on the last day of the preceding term.
5. If the last day of the Contractual Term falls on a day other than a Business Day and the Holder has indicated an account with another bank for the transfer of funds, the Bank shall execute such a transfer no later than on the next Business Day.
6. In the case of a Deposit with a Contractual Term expressed in months, the last day of the first and subsequent Contractual Terms shall expire on the day corresponding to the date of making the deposit, and if there is no such day in the given month — on the last day of that month.
7. For a Deposit with a Contractual Term expressed in days, the Deposit end date shall be determined as follows: by adding the number of days of the Contractual Term to the Deposit opening date.
8. Unless otherwise provided for in the Deposit agreement, during the Contractual Term, no funds may be deposited or withdrawn and the Contractual Term may not be changed.
9. Unless otherwise provided for in the account agreement, interest on the account shall be charged for the actual number of days on which the funds are kept on the account, from the date of deposit of the funds to that account until the date preceding the end of the Contractual Term or the date preceding the day of liquidation of the account. For the purposes of calculating interest, a year shall be deemed to have 365 days.

10. The added interest due for the last Contractual Term shall only be paid at the request of the Holder in full. Interest not collected on the Deposit renewal date shall increase the Deposit amount as at the end date of the previous Contractual Term and shall no longer be available for withdrawal. Interest on contributions in Deposit accounts shall be calculated in the currency of the given account and added in that currency to the account on the last day of the Contractual Term (unless the terms and conditions of the Deposit provide otherwise).
11. Withdrawal of funds before the end of the Contractual Term shall result in termination of the Deposit agreement and total loss of interest (unless the terms and conditions of the Deposit provide otherwise).
12. Interest shall be reduced by the tax on capital gains, calculated in accordance with the provisions of the Act of 26 July 1991 on personal income tax (consolidated text: Journal of Laws of 2012, item 361, as amended).

## **COMPLAINTS**

### **§27.**

1. Complaints may be lodged:
  - a) in writing:
    - in a letter sent by post within the meaning of the provisions of the Postal Law, to the Bank's correspondence address: Getin Noble Bank S.A., Complaints Department, Rondo Ignacego Daszyńskiego 2 C, 00-843 Warsaw, or ul. Uniwersytecka 18, 40-007 Katowice, or to the address of any Bank Branch or Franchise Branch;
    - personally, by leaving a letter at the Bank's unit which accepts complaints;
  - b) verbally:
    - personally — to be included in the records during a visit to the Bank's unit which accepts complaints; or
    - by telephone, by calling the Bank's Helpline at: 664 919 797 (or +48 32 604 30 01 — for Customers calling from abroad) and +48 22 203 03 03 for Customers of Noble Bank;
  - c) electronically:
    - via Remote Channels; or
    - using the contact form available on the Bank's Website at [www.getinbank.pl](http://www.getinbank.pl) and [www.noblebank.pl](http://www.noblebank.pl).
2. The Bank may request that the person lodging the Complaint provide, in connection with the processed Complaint, the required information and documentation related to the lodged Complaint.

3. The Bank shall consider Complaints without undue delay within not more than 15 Business Days from the date of their receipt. Sending a reply before the end of this time frame shall be sufficient to meet this deadline. In particularly complex cases, where processing the Complaint and replying within the specified deadline is not possible, the Bank shall inform the person lodging the complaint before the expiry of that deadline about a new deadline for processing the Complaint and replying, not longer than 35 Business Days from the date of receipt of the Complaint, and about the reasons for the delay and circumstances which must be determined in order to consider the case.
4. The Bank shall notify the person lodging the Complaint that it has processed it by responding to the Complaint in paper form or, upon agreement with the person lodging the Complaint, using another durable medium.
5. The Holder may request assistance in the matter covered by the Complaint from the Financial Ombudsman, Municipal or District Consumer Ombudsman or refer the matter for amicable settlement within the framework of the Bank Consumer Arbitration at the Polish Bank Association or to the Arbitration Court at the Polish Financial Supervision Authority, as well as request that the Financial Ombudsman conduct an out-of-court procedure for disputes between Customers of financial market entities and those entities. Detailed information and address details are available on the website of the listed institutions. The Bank informs that it is possible to apply to the Financial Ombudsman, acting as an “authorised entity” within the meaning of the Act of 23 September 2016 on out-of-court resolution of consumer disputes, for out-of-court settlement of disputes between Customers of financial market entities and those entities. Information on this subject is available on the website of the Financial Ombudsman at: [www.rf.gov.pl](http://www.rf.gov.pl).
6. Detailed information on the lodging and processing of Complaints shall be made available by the Bank through the website [www.getinbank.pl](http://www.getinbank.pl), [www.noblebank.pl](http://www.noblebank.pl) and by displaying it on notice boards in the Bank’s units. (the list of such units is available on the Bank’s website).
7. The Holder shall have the right to use the ODR platform available online at: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show> for out-of-court settlement of disputes concerning contractual obligations arising from agreements on products or services offered by the Bank through its websites or other electronic means, where the consumer orders such products or services using these websites or other electronic means.

## **OTHER PROVISIONS**

### **§28.**

1. On the basis of and in situations specified in the AML act, the Bank shall have the right, inter alia, to apply Financial Security Measures in relation to the Holder, and if it is impossible to apply even one of the Financial Security Measures, the Bank, in addition to terminating the Agreement, shall have the right to: (i) refuse to execute Transactions; (ii) refuse to conclude an agreement; (iii) and, in the event of a suspicion of money laundering or terrorist financing, the Bank is obliged to take specific measures (depending on the situation): blocking of funds (including interest) in the account, suspending transactions.
2. In accordance with the provisions of the AML act, the Bank, as an obliged institution, shall update the identification details of the Holder in case of doubt regarding their validity or completeness. In such a case, the Bank shall have the right to ask the Holder to update the data provided during conclusion of the agreement. In the case of failure to deliver (update) the data required by the AML act and the Bank's inability to update them otherwise, the Bank may even terminate the Agreement in connection with the inability to apply Financial Security Measures.
3. At any time during the term of the account agreement, the Account Holder shall have the right to receive, at a Bank Branch, in hard copy or electronic form on a durable medium: an account, Card or Electronic Banking Service and Telephone Banking Services agreement, Terms and Conditions of Accounts, TOF&C and the Table of Interest Rates.
4. The applicable agreement template, the Terms and Conditions of Accounts, the TOF&C and the Table of Interest Rates are available on the Bank's Website.
5. The Bank reserves the right to amend the Terms and Conditions of Accounts for important reasons, which shall be deemed to include:
  - a) a change in the generally applicable regulations which results in the Bank's legal obligation to amend the Terms and Conditions of Accounts;
  - b) a court judgment or administrative decision, where the Terms and Conditions of Accounts contain provisions analogous to those examined by the court or authority which, by virtue of substance of the judgment or decision, require amendments to the Terms and Conditions of Accounts;
  - c) a recommendation issued by a supervisory authority competent for the Bank's operations or an official or judicial interpretation of provisions if they relate to the area covered herein and if the issue thereof necessitates an amendment to the Terms and Conditions of Accounts which is aimed at adapting the Terms and Conditions of Accounts to the requirements of such recommendation or official/judicial interpretation of provisions;

- d) a need to correct obvious mistakes or clerical errors or to supplement gaps or inconsistencies in the Terms and Conditions of Accounts which cannot be removed as a result of interpretation of the provisions hereof;
  - e) changes to the Bank's offer consisting in extending the scope of services or products, provided that it ensures proper performance of the Agreement and does not lead to an increase in the financial burdens of the Holder under the Agreement and does not violate their interests.
6. The Bank shall inform the Holder of changes to the Terms and Conditions of Accounts in the following form:
- a) via Online Banking — if the Holder has concluded an agreement with the Bank on the use of Online Banking;
  - b) in paper form, to the indicated correspondence address — if the Holder has not concluded an agreement on the use of Online Banking with the Bank.

The Bank shall provide information on changes no later than 2 months before the proposed date of their entry into force, while specifying that date in the information provided to the Holder.

7. If, prior to the effective date of the changes to the Terms and Conditions of Accounts, the Holder does not object to those changes or does not terminate the agreement with immediate effect, the Holder shall be deemed to have consented to the changes. The Holder may object to the proposed changes during the period from the date of receipt of the information on the changes until the day preceding the date of entry into force of those changes. The agreement shall expire on the day preceding the date of entry of changes into force or on the day indicated by the Holder, unless the Holder terminates the agreement with effect from the date on which the user was informed about the change, but no later than from the date on which these changes would have been applied. The Holder shall not be charged for this and the fees collected in advance shall be reimbursed proportionally.
8. Amendments to the content of the Terms and Conditions of Accounts caused by introduction of new or expansion of existing services or functionalities of Remote Channels shall not entail the necessity to terminate the Terms and Conditions of Accounts and to observe the time limit referred to in paragraph 6, provided that this does not change the rules of services provided to the Holder under the agreement concluded with the Holder. The Bank shall immediately notify the User of any amendments to the Terms and Conditions of Accounts in the form indicated in paragraph 6.

9. The Bank reserves the right to contact the Holder, insofar as this contact concerns the proper handling of the concluded agreement, by telephone, by e-mail, in the form of an SMS message, a message in Online Banking or Mobile Banking and in writing.
10. Disputes arising out of or in connection with an account agreement may be brought before common courts. The Terms and Conditions of Accounts do not stipulate the jurisdiction of the court.
11. The law governing the conclusion and performance of the agreement to which the Terms and Conditions of Accounts apply and the settlement of disputes arising therefrom shall be the Polish law.
12. The Bank's operations are subject to bank supervision exercised by the Polish Financial Supervision Authority, ul. Piękna 20, 00-549 Warsaw.
13. The Holder shall have the right to use out-of-court settlement of disputes arising from the account agreement to which the Terms and Conditions of Accounts apply by the Bank Arbitrator at the Polish Bank Association, provided that the subject matter of the proceedings before the Bank Arbitrator may only be disputes concerning pecuniary claims for non-performance or improper performance by the Bank of banking or other activities the value of which does not exceed PLN 12,000. The Consumer Bank Arbitration Rules, available at [www.zbp.pl](http://www.zbp.pl), shall apply to the proceedings before the Bank Arbitrator.
14. Current information on the locations where the Bank's activities are carried out, including a list of Bank Branches, is available on the Bank's Website.

Principles of execution of payment transactions for natural persons at Getin Noble Bank S.A.  
**(effective as of 3 October 2020)**

I. TRANSFER ORDERS

- 1) ELIXIR SESSIONS — a schedule for sending and executing payment transactions, including express transfers.

ELIXIR SESSION	I	II	III
OUTGOING	until 8:15 a.m.	until 12:15 p.m.	until 2:30 p.m.
INCOMING	after 10:00 a.m.	after 2:00 p.m.	after 5:00 p.m.
EXPRESS ELIXIR	EXPRESS TRANSFERS/BLIK PHONE TRANSFERS		
OUTGOING	from 12:00 a.m. to 11:00 p.m.		
INCOMING	from 12:00 a.m. to 11:00 p.m.		

Transfers orders placed after 2:30 p.m. on a business day shall be debited to the payment account on a given day and shall be processed on the following business day. Express transfers shall be executed from Monday to Sunday regardless of the Elixir session, with the stipulation that the Bank shall have the right not to execute such a transfer for reasons for which it is not liable.

- 2) SORBNET TRANSFER ORDERS

SORBNET transfer orders placed after 3:00 p.m. on a business day shall be executed on the following business day. In the case of transfer orders qualified for telephone verification, the execution deadline may be extended.

- 3) EXPRESS TRANSFERS/BLIK PHONE TRANSFERS

One-off limit for an express transfer is PLN 10,000. BLIK phone transfers: daily limit of PLN 500, one-off limit of PLN 500, monthly limit of PLN 5,000. The limit shall apply within the daily limits listed in section III. The availability of banks participating in the Express Elixir system is published on the website of Krajowa Izba Rozliczeniowa S.A. ([www.kir.pl](http://www.kir.pl)).

II. FOREIGN TRANSFER ORDERS AND SEPA TRANSFER ORDERS

Payment orders requiring currency conversion, submitted by the Holder in Remote Channels between 10:00 p.m. and 10:00 a.m., shall be subject to a limit of USD 10,000 or an equivalent of this amount in another currency.

III. TRANSACTION LIMITS ABOVE WHICH THE BANK DOES NOT EXECUTE THE CUSTOMER'S INSTRUCTIONS

- 1) internal transfer order

CHANNEL	DAILY LIMIT
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<b>BANK BRANCH</b>	<b>no limits</b>
<b>FRANCHISE BRANCH</b>	<b>no limits*</b>
<b>DISTRIBUTOR'S BRANCH</b>	<b>no limits*</b>
<b>ONLINE BANKING</b>	<b>no limits**</b>
<b>HELPLINE</b>	<b>no limits*</b>
<b>MOBILE BANKING</b>	<b>no limits**</b>

**\* applicable to operations between payment accounts in the same ownership relation.**

**\*\* applicable to operations between payment accounts available in a given Banking type.**

2) other payment orders

<b>CHANNEL</b>	<b>DAILY LIMIT</b>
<b>BANK BRANCH</b>	<b>no limits</b>
<b>FRANCHISE BRANCH</b>	<b>no limits</b>
<b>DISTRIBUTOR'S BRANCH</b>	<b>for purchase of products/transfer from a deposit only*</b>
<b>ONLINE BANKING</b>	<b>PLN 200,000.00 or PLN 500,000.00**</b>
<b>HELPLINE</b>	<b>PLN 200,000.00 or PLN 500,000.00**</b>
<b>MOBILE BANKING</b>	<b>PLN 50,000.00</b>

**\* applicable to payment orders for products offered a the Distributor's Branches where the insured/unit holder is the payment account holder and from the deposit to the payment account from which it was established.**

**\*\* PLN 500,000.00 applies to Noble Private Banking Customers, whereas PLN 200,000.00 — to other Customers.**

**In the case of payment orders in a foreign currency, the equivalent of the limit amount shall be calculated at the average exchange rate published by the National Bank of Poland on the date of placing the Instruction.**