GENERAL BYLAWS OF OPENING AND RUNNING BANK ACCOUNTS FOR INDIVIDUALS AT BANK MILLENNIUM SA

General Provisions § 1.

The General Byelaws of Opening and Running Bank Accounts for Individuals at Bank Millennium SA, hereinafter referred to as "the Byelaws", specify the principles of opening and running savings and settlement accounts and related products for individuals at Bank Millennium Spółka Akcyjna, hereinafter referred to as "Bank".

§ 2.

The concepts used in the Byelaws denote:
1) Authorisation – consenting by the Account Holder, or a third party designated by the Account Holder, to performing a payment transaction in the form indicated in the Byelaws.
2) Cash back – service enabling to pay out cash from a bank card on the condition of performing a payment transaction with a debit card.
3) Price List for Services – list and commercial names and price conditions, maturities and currencies of products and services offered by the Bank.
4) Value Date – day from which the Bank calculates interest on funds resulting from the execution of the orders of the Account Holder.
5) Supplier – entity providing payment services under the Payment Services Act.
6) Date of Execution – date on which there is an electronic posting of transactions on the Account Holder’s Account (on the standard payment form of the domestic transfer called “order date”).
7) Business Day – day on which the Bank executes services envisaged in the Byelaws, unless established otherwise.
8) Claro hour – published on the Bank’s website and available from the Bank’s Outlets the hour by which the Bank accepts orders for execution on a given business day with the date of execution from the order.
9) Capital Group: Millennium DM – Millennium Dom Maklerski SA, Millennium TFI – Millennium Towarowe Fundusz Investycyjnych SA.
10) Other Distribution Channels – electronic communication channels enabling access to products and services offered by the Bank, in particular on the phone, or through an ATM.
11) Debit Card – Visa or Maestro payment card issued by the Bank being a payment card of an international organisation: Visa or MasterCard allowing to perform transactions debiting available funds on the Bank Account.
12) Electronic Banking Channels – communication channels enabling access to products and services offered by the Bank, in particular through:
   a) Millenium Internet communication system, accessed via a fixed internet network and computer supplied with a recommended browser,
   b) Mobile Centre – depending on the type of account: access through TeleMillennium, “ Prestige Line”, “Private Banking Line” and other telephone numbers dedicated for telephone access,
   c) Mobile Banking – access by means of mobile devices (e.g. mobile telephones):
      - Provided with bank-supplied software enabling data transmission, called “Mobile Application”,
      - Provided with recommended mobile browsers enabling data transmission, hereinafter called “Mobile Millenium”,
   With the use of SMS text messages.
13) CV2/CV2/CVC2 – data located on the reverse of the card used for the Authorisation of the payment transactions made by Internet without a physical presentation of the debit card.
14) NBR – unique bank account number employed in domestic transactions in accordance with the Order of the Chairman of the National Bank of Poland no 12/2000 dated 6/11/2002, as later amended.
15) Recipient – recipient of cash funds covered by the payment transaction,
16) Individual, four-digit code assigned to the debit card used for Authorisation of cash transactions or cash-free transactions with the physical presentation of the cards by the Card Holder,
17) Bank Outlet – field outlet of the Bank handing products and services offered by the Bank,
18) Account Holder – individual who concluded with the Bank an agreement for a bank account, individual or a joint one,
19) Bank Representative – Bank employee or external company employee who on the basis of an agreement concluded with the Bank is authorised to execute specific operations in the process of selling to Clients products included in the Bank offer,
20) Point of Sale – commercial or service point in which the Debit Account Holder may perform the transaction with the use of a card.
21) Bank Account used by the Bank as a savings and settlement account or savings term deposit account, savings account or technical account.
22) FX Account – account used for accumulating the Account Holder’s funds in account currency and conducting monetary settlements opened for an indefinite time.
23) Savings Term Deposit – invested for accumulating funds for a period and amount specified in the Bank Agreement.
24) Savings Account – intended for gathering funds opened for an indefinite time which is not used for conducting monetary settlements.
25) Technical Account – account used for servicing other bank products opened for an indefinite time run for the Account Holder with limited access to conducting monetary settlements.
26) ROR – PLN savings and settlement account kept for gathering funds of the Account Holder and conducting monetary settlements.
27) Payment Transaction/Transaction initiated by the Account Holder or Recipient of the transaction, payment, transfer, direct debit or disbursement of cash.
28) Permanent Information Carrier – vehicle which allows the Account Holder to store information and retrieve it, with an appropriate period of time addressed to it in an unchanged form.
29) Unique Identifier – a character, number or symbol combination specified by the Bank for the Account Holder whose purpose is to uniquely identify the Principal or recipient of a given payment service.
30) 3D Secure Service – a service which permits performing an online non-cash transaction with a debit card with the use of the Authorisation of transactions in the form of a one-off SMS H@shi password.
The transaction is performed through a secure protocol of MasterCard and Visa payment organisations. Point of Sales providing this service may ask the Card Holder to provide the following data card number, expiry date, name and surname, CV2/CV2/CVC2.
31) Blocking the Card – reversible or non-reversible elimination of a card’s ability to perform a transaction with a debit card; irreversible blocking of the card is herein called “stopping”.
32) Order/Payment Order – the Account Holder’s or Recipient’s statement of the Bank containing the order to execute the transaction.

§ 3.

In order to correctly identify the Account Holder, Power of Attorney Holder or statutory representative it is essential to provide an identity document and additionally upon the Bank’s demand to present a payment card issued by the Bank or another document with a photograph.

2. The Bank is entitled to prepare a photocopy/scan of the identity document of the Account Holder, Power of Attorney Holder or Statutory Representative of the Account Holder.
3. In each time the Account Holder has the right to obtain from the Bank Outlet or electronically on his request by means of a fixed information carrier a copy of the concluded agreement, Byelaws and Price List of Services. The binding model of the agreement, Byelaws and Price List are also available from the Bank’s website.

Bank Account § 4.

1. The Byelaws shall lay down in particular:
   a) the terms and principles of opening and running bank accounts, ROR account, FX savings and settlement account, savings account, savings term deposit or technical account,
   b) principles of using debit cards,
   c) principles of granting and using an overdraft limit,
   d) principles of using Electronic Banking Channels,
   e) principles pertaining to other banking services connected with ROR or technical account.
2. The Price List for Services specifies types of bank accounts which can be run for individuals and lays down the conditions of holding and price terms for particular types of accounts.
3. The Bank may refuse to open a Bank Account.
4. The Bank runs bank accounts in PLN and in foreign currencies for residents and non-residents within the meaning of the Foreign Exchange Law.
5. The Bank may give commercial names to offered products and services specified in the Price List for Services.
6. For specific products and services the Bank may issue detailed byelaws.

Joint Accounts § 5.

1. A Bank Account can be run as an individual account for one individual or as a joint account for more than one individual.
2. A joint account must not be run for a resident and non-resident and non-residents coming from different countries.
3. A joint account is run as a several account, which means that each Joint Account Holder may dispose of the money gathered on the joint account on his or her own.
4. For a joint account no inheritance instruction in the event of death must be made.
5. All Joint Account Holders shall be responsible jointly and severally for the Bank’s obligations.
6. If a ROR account is a Joint Account, then FX savings and settlement accounts, savings term deposits, investment deposits and accounts linked to such ROR are kept as Joint Accounts.

Accounts for Minors and Incapacitated Persons § 6.

1. A Bank Account for a minor, i.e. a person who has not attained 18 years of age, or an incapacitated person, shall be opened and run as an individual account.
2. The Bank Account agreement on behalf of a minor or an incapacitated person shall be opened by a statutory representative.
3. A statutory representative may under routine administration freely dispose of funds accumulating on the ROR or current account. If the Bank or another guarantors court should consent to performing actions going beyond routine administration.
4. A statutory representative is fully responsible for transactions executed by a minor or incapacitated person.
5. For an Account Holder whose Account is a minor person or incapacitated person no power of attorney must be made.

§ 7.

1. As part of routine administration a partially incapacitated person or a minor person can dispose of funds from a Bank Account upon attaining 13 years of age, provided that:
   1) it is placed at the Bank’s Outlet a specimen signature,
   2) the statutory representative referred to in § 6 section 2 does not object to this in writing,
   2) After coming of age the Account Holder should promptly report to the Bank Outlet and submit an identity document, and change the Bank Account into another one from the Bank’s offer.
3. If the Account Holder fails to meet the duly stipulated in section 2 within the time limit specified in the Price List for Services, the Bank has the right to change the ROR account kept in favour of the Account Holder into another one enumerated in the Price List for Services, of which the Bank value shall be the Account Holder. The Account Holder within a month from informing about the change of the type of account may submit a written termination of the Agreement according to the procedure specified in the Price List.
4. When the Account Holder comes of age, the existing statutory representative shall lose the right to use the funds accumulated in the Account, except for the cases when the Account Holder is an incapacitated person.

POWERS OF ATTORNEY § 8.

1. The Account Holder and each Holder of a joint account may grant a power of attorney to dispose of the Bank Account to one or several power of attorney holders with full legal capacity. The power of attorney holder can also be a legal person and organisational
entity not possessed of legal personality granted a legal capacity by a statute, § 36 section 3 and in particularus § 36 sections 1 and 3.  

2. The granting of a power of attorney must be made in writing and the authenticity of the Account Holder granting a power of attorney could be attested by:  
1) Bank Outlet employee or  
2) notary or  
3) a judicial diplomatic or consular post.

3. A power of attorney must not cover:  
1) issuing an inheritance instruction in case of the Account Holder’s death,  
2) making a declaration referring to the power of attorney,  
3) issuing a Milledok or passwords (H*sgko) to Electronic Banking Channels,  
4) revoking the power of attorney.

4. The power of attorney shall expire as of:  
1) death of the Account Holder or power of attorney holder,  
2) occurrence of the time for which it was granted,  
3) revocation of the power of attorney by the Account Holder  
4) due to execution of an operation covered by the power of attorney with respect to execution of particular operations  
5) supplying to the Bank information about partial or total insolvency of the Account Holder  
6) expiry of the obligations which were the basis for granting the power of attorney to the legal person or organisational unit not possessed of legal personality which is granted by the act legal capacity by way of securing the liabilities, of which the power of attorney holder shall inform the Bank.

5. The revoking a power of attorney to a joint account shall not require a concerted declaration of will of all the Account Holders in a joint account, and may be revoked only by the Holder of the Joint Account who granted the power of attorney.

6. An Account Holder connected with the establishment and revoking of a power of attorney become effective as of the accepting the instructions by the Bank.

7. The Bank reserves the right to refuse to accept the power of attorney in the case of having justified doubts as to its correctness.

**Savings and Settlement Accounts**

1. The ROR Agreement is concluded for an indefinite time.

2. As part of its offer the Bank shall keep various types of ROR accounts, the list and pricing conditions for which are included in the Price List for Services.

3. The Bank may establish in the Price List for Services the minimum level of the initial payment into the Bank Account and the conditions for holding a specific Bank Account.

4. Under the ROR agreement the Bank shall open under separate instructions of the Account Holder savings and settlement accounts in foreign currency.

5. The Bank, on the Account Holder’s request, submitted at the Bank’s outlet or to the Electronic Banking Channels, may change the type of ROR kept in his favour by the Bank, if on the day of placing the instruction to open an account meets the conditions of holding a given ROR stipulated in the Price List for Services.

6. If the Account Holder fails to meet the conditions for holding a given ROR stipulated in the Price List for Services, the Bank has the right to change the type of ROR kept for the Account Holder into another one established in the Price List for Services, of which it shall notify the Account Holder. The Account Holder within a month from the day of informing about the change of type of ROR may submit a written termination of the Agreement under the procedure stipulated in § 75.

**Savings Term Deposits**

1. Under the ROR Agreement the Bank shall open savings term deposits under the Account Holder’s instruction, in particular: the duration, amount, type of interest, reserving section 2.

2. Apart from the ROR agreement the Bank can open savings term deposits also under a separate savings term deposit agreement, specified in section 1.

3. The agreement referred to in section 1 and concluding of an agreement for a Savings Term Deposit Account, referred to in section 2, shall also be underwritten by the Bank. In the case of the Bank’s acceptance of the instruction submitted by the Account Holder by means of Electronic Banking Channels and Other Distribution Channels.

4. Savings Term Deposits are run on conditions referred to in the Price List for Services, unless otherwise established by the parties.

5. The Bank shall notify the Account Holder of a minimum and maximum amount of the savings term deposit specified in the Price List for Services.

6. The Account Holder promptly upon submitting an instruction pertaining to the Savings Term Deposit or concluding an agreement for a Savings Term Deposit shall pay funds into such account, unless otherwise provided by such agreement execution.

§ 12

1. The savings term deposit may be:  
1) non-renewable, which means that it is deposited for a single contractual period,  
2) renewable, which means that upon the lapse of the contractual period the deposit is automatically renewed for the same period and on the terms envisaged for this type of deposits prevailing on the day of starting each next contractual period.

2. In the case of an account of savings term deposit the next calendar day upon the lapse of a given contractual period shall be taken as the beginning of the next contractual period.

§ 13

1. The Bank, subject to the provisions of section 3 shall transfer the amount of term deposit with due interest:  
1) for a renewable – which means that the account indicated in the instruction of the Account Holder on the deposit maturity date i.e. the next calendar day following the lapse of the contractual period or in the case of deposits with daily capitalisation, the interest is transferred to the Account Holder’s account on a daily basis or capitalised on the deposit account and transferred to the account on the last day of the contractual period.  
2) for a renewable deposit – to the account indicated in the instruction of the Account Holder on the deposit maturity date i.e. the next calendar date following the conclusion of the contractual period, after receiving the instruction to close the savings term deposit, if such day is a statutory holiday, the inflow of funds to the account is effected on the first business day after such day, thereby constituting the maturity date.

2. In the case of accounts referred to in section 1 item 2 the Account Holder has the right to submit an instruction of transferring due interest to the account indicated in the Account Holder’s instruction upon the completion of each contractual period.

3. The Account Holder has the right to submit an instruction of transferring the type of ROR stipulated in the Price List for Services.

4. The savings account agreement is concluded for an indefinite time.

5. The Bank may establish the minimum level of the initial payment into a savings account, in the amount specified in the Price List for Services.

**Savings Accounts**

§ 14

1. As part of the ROR agreement the Bank shall open for an indefinite time a savings account under an agreement concluded with the Account Holder, subject to section 2.

2. The concluding of the agreement referred to in section 1 shall also mean the Bank’s acceptance of the instruction submitted by the Account Holder through Electronic Banking Channels and Other Banking Channels.

3. The savings account agreement is concluded for an indefinite time.

4. The Bank may at its discretion open a savings account in the event of termination of the savings account agreement.

5. The conditions of savings account agreement and procedure for execution of drawings from the linked ROR account or linked account. The payments can be made from each ROR account held by him.

6. The Bank may specify in the Price List for Services the advance with which the Account Holder should pre-notify the withdrawal of funds from the savings accounts in full or in part.

**Disposing of the Bank Account**

1. Payment orders submitted to ROR and technical accounts are executed:  
1) in cash and non-cash form,  
2) in the currency of the Bank account or another foreign currency offered by the Bank.

2. Instructions submitted to other Bank accounts are executed in non-cash form by means of a ROR or technical account.

3. The full list of payment transactions executed for particular Bank Accounts with the possible ways of transferring them to the Bank is described in the Price List for Services.

4. If an order is executed in a currency other than the currency of the Bank the account the Bank shall perform a currency conversion.

5. The Bank carries out financial settlements on the basis of one-off or standing instructions of the Account Holder.

6. The Account Holder can make a currency conversion by submitting a transfer instruction between accounts in various currencies offered by the Bank.

7. For executing currency conversions referred to in items 4 and 5 for instructions settled in a currency other than the account currency the current exchange rates shall appropriately be used as established and published by the Bank in the Table of Exchange Rates of Bank Millennium SA, subject to section 8 and § 33 section 12-15. The Table of Exchange Rates is established less frequently than once a day on the basis of market quotations of particular currency pairs with a possible deviation for the percentage rate no bigger than ten percent with respect to market quotes.

8. The Account Holder has the possibility to conclude transactions at a negotiated rate for execution on a given operational day. A minimum level of the percentage of individual foreign exchange transactions subject to negotiations are specified in the Price List for Services. The negotiation on the conversion of a certain amount of the Account Holder’s submission of an instruction constituting the basis for concluding a transaction at a negotiated rate.

9. In the case of the Account Holder’s withdrawal from the negotiated currency rate or not implementing the payment instruction or another instruction with the use of a negotiated rate or not providing the possibility of the currency differences shall be charged to the Account Holder.

10. The Bank shall execute (credit and debit) payment instructions by identifying each order to the settlement exclusively on the basis of their Unique Identifiers.

11. In order to correctly execute an order the Account Holder has the duty of providing the data necessary for its correct execution, including the Recipient’s Unique Identifier.

12. In the case of not giving or giving an incorrect Unique Identifier to the Bank the Bank may perform the non-execution or incorrect execution of the order.

13. If a transfer to the Bank Account has been made in a currency other than the currency of such Bank Account the Bank shall perform the conversion of the amount of transfer into the Bank Account amount.

§ 15

1. Each order submitted to the Bank’s outlet must be confirmed with a signature of a person authorised to dispose of the Bank Account in accordance with the model possessed by the Bank referred to in § 10 in the presence of the Bank’s employee.

2. The order submitted in accordance with para. 1 and in accordance with separate regulations pertaining to Electronic Banking Channels shall be considered authorised.

3. The principles of authorising transaction order performed with the use of a Debit Card or data written on the card are described in the “Debit Cards” part.

16. The Bank shall execute payment transactions on the day indicated in the instruction as the date of execution, subject to section 2 and 3, and if it is a day off, on the next business day.

17. The condition of executing an instruction is to secure sufficient funds on the savings and settlement account, taking into account the fees and commissions due to the instructions.

18. The Bank shall collect a commission for executing an instruction in the amount specified in the Price List for Services with the performance of the operation and in accordance with the principles specified in the part. Principles of the interest rate, fees and commissions shall be settled in the process of the Bank to the Bank Account of the sender, in the sequence of their receiving, in view of the dates of their execution up to the level of available funds on the bank account, including funds available as of the
overdraft limit granted for this account under separate agreements.

5. In the case of two or more orders submitted simultaneously the Bank shall have the right to select the sequence of instruction execution.

6. The Bank shall inform the Account Holder in accordance with detailed provisions binding at the Bank for a given product or service.

If the executing of one instruction with respect to a joint account rules out in full or in part the executing of the remaining ones, the Bank may refuse to execute all the instructions included in a joint remittance of the Account Holders or presentation of a final court ruling on the manner of disposing of the Bank Account.

1. Reserving § 21 the Bank has the right to refuse to execute any instruction, if there are doubts as to the identity of the person submitting the instruction or account number validity.

2. The Bank reserves the right to verify the identity of the person submitting the instructions on the basis of an identity document.

3. The Bank also reserves the right to refuse to execute the instruction of the Account Holder, if it is inconsistent with the binding provisions of law, contracts or regulations of the Bank.

4. The Bank shall assume the execution of the order referred to in section 1 in the case of:

1) Orders received from the Account Holder – after receiving from the Account Holder a confirmation of the content of the order or compliance with the provisions of law.

2) Orders received for the Account Holder – after receiving from the Principal and/or its bank the confirmation of the content of the order or compliance with the provisions of law.

5. The Account Holder shall bear liability for the consequences of the submitted instructions in contradiction with the binding provisions of law.

6. Information on the refusal to execute an order due to the lack of funds or for reasons referred to in section 1 and § 2 shall be confirmed by the Bank to the Account Holder depending on the manner of submitting the order – respectively by means of Electronic Banking Channels or at the Bank Outlet.

§ 21

1. The performance of a transfer of receivables under the Bank Account by the Account Holder requires the Bank’s signed written consent.

2. In order to ensure the security of funds on the bank account the Bank reserves the right to use security protocols consisting in the confirmation of the instructions and orders accepted for execution under telephone numbers indicated by the Account Holder.

3. Orders received from the Account Holder – after receiving from the Account Holder a confirmation in this mode authorises the Bank not to execute the transaction, or not to execute it on a given day, of which the Bank will notify the Account Holder at the Bank Outlet or by means of Electronic Banking Channels.

1. The Bank shall not be liable for the consequences of executing an instruction, if it has been executed in accordance with the guidelines and data contained in the instruction.

2. In the event of detecting on a Bank Account an accounting entry which is wrong or contrary to the instruction, the Bank shall make a correction without the obligation of taking the separate instruction agreement of the Account Holder and irrespective of the time which has passed from the date of such accounting entry which is wrong or contrary to the instruction.

Payment Transactions

Payments and Cash Withdrawals at Bank Outlets

§ 23

1. The Bank shall execute for ROR, savings and settlement accounts in foreign currency and technical accounts:

1) Cash payments – performed at the teller post at the Bank’s outlet recalculated and entered on the account at the moment of making the payment.

2) Cash withdrawals – performed at the teller post at the Bank outlet on the basis of a cheque or another disbursement order calculated and entered on the account at the moment of performing the withdrawal.

2. The Account Holder may perform cash payments and withdrawals at any Bank outlet running cash service with the exclusion of holidays and days statutorily free of work.

3. Cash payments are booked on the account indicated by the Account Holder or a third party. Cash withdrawals are booked on the account indicated by the Account Holder.

4. The unique identifier of a cash payment and cash withdrawal is the Bank account number in the NRB standard.

5. Cash payments and withdrawals at Bank outlets are executed in zlotys or in foreign currency offered by the Bank.

6. A business day for executing cash payments and withdrawals shall be days Monday to Friday with the exclusion of holidays and days statutorily free of work and any other day on which Bank Outlets are open.

1. Cash payments may be made by the Account Holder or third party under oral or written orders submitted on the form received from the Bank or any other document meeting the Bank’s requirements.

2. The account holder or third party making a cash payment on the basis of an oral instruction is obliged to declare the declared payments and commissions due the Bank on the day of submitting the instruction.

3. A cash payment order must be confirmed by the signature, on the transaction document, of the person making the order.

4. Cash payments made by third parties to the Account Holder do not require the Account Holder’s separate consent.

§ 25

1. Cash withdrawals can be made on the basis of oral orders submitted by the Account Holder.

2. Cash withdrawals may require ordering under the principles specified in the Price List, where the Bank specifies:

- The amount for cash amount whose withdrawal may require prior reporting. However, even a withdrawal of cash in a lower amount may require to be ordered with the provision specified in the Price List Services, if it has a specific structure of nominals,

- Period of notice with which the Account Holder has to confirm the withdrawal.

3. The Bank has the right to refuse the acceptance of the cash order referred to in section 2 if on the Account Holder’s account there are insufficient funds for performing the withdrawal or in the case of collecting the commissions due the Bank.

4. A cash order instruction must be made by the Account Holder at the Bank Outlet or by means of the Call Centre. A cash order instruction at the Bank’s outlet must be submitted in written form.

5. The Account Holder confirms the receipt of cash withdrawals in the nominal ordered by the Account Holder the Bank stipulates the withdrawal in other nominals.

Transfers

§ 26

1. A transfer order constitutes an instruction granted to the Bank to credits the Account Holder’s account and crediting the Account Holder with the amount of the Recipient’s account.

2. A transfer order can be submitted by means of Electronic Banking Channels or at the Bank Outlet.

3. All the orders submitted by the Account Holder on a given business day and within the closing hours shall be settled by the Bank on the day of the instruction, or in other cases on the day of submitting the orders with a future execution date.

4. The Bank shall submit the following types of transfers:

- Internal outgoing transfer – payment order (denominated in zlotys or in other currency) transferring funds to another account kept at the Bank, crediting the Account Holder’s account and transferring funds to the Recipient’s account.

- Internal incoming transfer – payment order (denominated in zlotys or in other currency) crediting the account received from another account kept at the Bank.

- Domestic outgoing transfer – payment order (denominated in zlotys) debiting the Account Holder’s account and transferring funds to the Recipient’s account kept in another domestic bank.

- Domestic incoming transfer – payment order (denominated in zlotys) debiting the Account Holder’s account and crediting the account received from another domestic bank, crediting the account received from another domestic bank.

- Outgoing foreign transfer payment order (denominated in zlotys or in foreign currency) debiting the Account Holder’s account and transferring funds to the Recipient’s account kept in a foreign bank.

- Domestic foreign transfer payment order (denominated in zlotys or in foreign currency) debiting the account received from a foreign bank or denominated in a foreign currency crediting the account received from another domestic bank.

- The Account Holder must not revoke a transfer order from the moment of its receiving by the Bank with the exclusion of orders with a future execution date, which can be executed up to the business day directly preceding the date of executing the order.

- Transfer of the Bank of a correct transfer order means the Account Holder’s consent to its execution.

- In the Bank’s outlet and by means of Electronic Banking Channels the Bank shall execute an order with a future execution date with a blockade of funds with the exception of foreign currency.

- In the case of submitting a transfer order with a future execution date with a blockade of funds it is necessary to ensure on the Bank Account funds for executing the instructions and cover the declared payments and commissions due the Bank on the day of submitting the instruction.

- In the case of transfers received for the Account Holder the Bank shall credit the Account Holder’s account with the value date of this business day on which the Bank received the amount of transaction, if the order includes all the data necessary for settlements formulated in an indelible way, referring to section 10 and 11.

- If the order referred to in section 9 has entered the Bank on the day not being a business day or after the closing hour, the crediting of the Account Holder’s account may be effected on the next business day with the value date of the next business day.

- In the case when in the transfers referred to in section 9 the future value date is indicated the account shall be credited on the date of receiving the transfer by the Bank.

Domestic Transfers

1. The Bank shall execute domestic transfers for ROR, savings and settlement accounts in foreign currency and for technical accounts.

2. The unique identifier of a domestic transfer’s Recipient is the number of his bank account in accordance with the NRB standard.

3. The moment of execution of a transfer order is the moment in which the order is received by the Bank. If an order is to be executed on a specific day the moment of receiving the order is the beginning of the day indicated in such order by the closing hour. If the Bank receives the transfer order on the day not being a business day it is recognised that the order is received on the first business day after such day.

4. Orders in which the execution day does not fall on the business day are executed as accepted for execution on the next business day.

5. The business day for domestic transfers is the day on which there are conducted interbank settlements by means of KBK:

1) For transfers executed by the ELIXIR and SORBNET systems – days from Monday till Friday, with the exclusion of days being statutory days off work,

2) For transfers instantly executed with the Express ELIXIR system – days from Monday till Sunday, with the stipulation that the Bank has the right to execute such transfer for reasons for which he bears no liability.

6. Orders of domestic transfers are accepted for execution on the current business day, however:

1) Orders submitted by the closing hour shall be executed with the value date of the current business day (D).

2) Orders submitted after the closing hour shall be executed with the value date of the next business day (D + 1).

7. Domestic transfers ordered by means of Electronic Banking Channels can be submitted maximum to the level of the limits specified in the Price List for Services.

8. Daily and transactional limits for immediate transfers are specified in the Price List for Services.

9. Reserving sections 2 and 3 the Bank can be made both from accounts in PLN and in foreign currency, however orders from domestic currency accounts will be settled only from accounts kept in zlotys.

10. Instant outgoing transfers can be ordered immediately in PLN.

11. Instant incoming transfers are accepted only to accounts in PLN. Instant transfers incoming to accounts kept in other currencies shall be returned
to sender of which the Bank shall inform the Account Holder in the Bank’s outlet or by means of the Call Centre.

Foreign Transfers

§ 28.
1. The Bank shall execute foreign transfers for ROR, savings and settlement accounts in foreign currency.
2. The Unique Identifier
   1) of the Recipient whose account is kept by the bank with seat in Poland or in any other country of the European Union, and also in Norway, Liechtenstein and Iceland is the number appearing in the account in the IBAN standard (International Bank Account Number).
   2) The Unique Identifier of the Recipient whose account is kept by the bank having its seat in a country other than the one enumerated in item 1 is his account number indicated in the order for the bank in the IBAN format or other binding manner referring to the Recipient’s account.
3. Foreign transfers to countries referred to in section 2 item 1 should obligatorily include the BIC (Bank Identifier Code) of the Recipient’s bank.
4. In the case of discrepancies between the BIC code and other bank data given in the order, the BIC code should be taken into account.
5. A foreign transfer order outgoing to the country referred to in section 2 item 1 not containing the number of account in the IBAN standard and BIC code of the Recipient’s Bank shall not be accepted by the Bank.
6. In the case of foreign transfers incoming to the Account Holder and the Recipient reserves the right to return the transfer to the principal in the case when the unique identifier is incorrect and additional data do not enable the full identification of the Recipient of the transfer.
7. Irrespective of the distribution of the costs specified in the foreign transfer order interbanking banks may set off the amount of a debited transfer, provided their payment is made for the beneficiary whose account is kept at the Bank having its seat on the territory of the European Union, Norway, Liechtenstein, Iceland or in the currency of any of the states or territories of Iceland.
Foreign transfers can be executed with the indication of the following division of costs:
1) SHA – means that costs of the principal’s bank and covered by the recipient’s bank, third party banks are covered by the Recipient.
2) OUR – means that all the costs of the principal’s bank and third party banks are covered by the Recipient.
3) BEN – means that all the costs of the principal’s bank and third party banks are covered by the Recipient.
4) Those transfers are executed as SEPA foreign transfers which:
   1) are denominated in EUR,
   2) have the indicated SHA division of costs,
   3) contain the Recipient’s account in the IBAN format.
5) Contain the BIC of the Recipient’s account having a seat in one of the countries enumerated in section 2 item 1 or in Liechtenstein, Iceland.
6) Will be ordered by the closing hour of SEPA transfers on condition that the Recipient’s Bank joined the SEPA Transfer Order System.
7) The moment of receiving the transfer order submitted by the Account Holder is the moment in which the order was received by the Bank. If the order is to be executed on a specific day, the moment of receiving the order is the beginning of the day indicated in the order. If the Bank has received the transfer order on the day not being the business day, it recognises that the order was received on the first business day after such day.
8) The order received after the closing hour or whose date of execution is not a business day shall be considered as adopted for execution on the next business day.
9) Business days for foreign transfers are days from Monday till Friday with the exclusion of holidays and other days being statutory days of work.
10) The possibility of specifying the value date of an outgoing foreign transfer by performing the selection of the mode of execution.
11) The bank shall make available the following modes of execution:
   1) Standard – meaning that funds will be transferred to the Recipient’s bank with value date D + 1,
   2) D + 1 – for transfers meeting the conditions described in section 9 and in the case of the remaining transfers in currencies of the states being parties to the agreement about the European Economic Area (EEG) whose list is made available in the Price List for Services, a) D + 2 – for other transfers,
   3) Urgent – if the funds will be transferred to the Recipient’s Bank with value date D + 1,
   4) Express – which means that funds will be transferred to the Recipient’s Bank with value date D, and D denotes the current business day.
12. Dates referenced in the transfer order on the day not being the business day.
13. Dates referenced in the transfer order on the next business day.
14. The availability of modes of execution for particular currencies and channels of delivering transfers is specified on the Bank’s website.
15. If the Account Holder does not specify the mode of execution of the foreign transfer, it will be executed as a default in the standard mode.
16. If an outgoing foreign transfer is executed against the debit of the account kept in a different currency than the zloty, the Account Holder must also give the account number of the Recipient’s bank for the execution of fees and commissions or the same account in currency from which the transaction will be executed.
17. The Bank reserves the right to change the Account Holder order in regard to the account number of the Recipient’s bank, costs and commissions, if the internal regulations of banks or systems for which the order is sent prevent the execution of the order in a manner compliant with the Account Holder order, if at least one of the following circumstances arises:
   1) for transfers sent in the currency of EU countries or Norway, Liechtenstein, Iceland to the bank with the seat on the territory of the states, an option for SHA or OUR costs is available,
   2) for transfers referred to in item 1 in which the currency of the Account Holder’s account is equal to the order’s currency it is available only to cover fees and commissions of the Recipient’s bank by the Account Holder and third party banks’ fees and commission by the Recipient of the transfer.
   3) in the event of the Account Holder’s selecting a different option of covering the fees and commissions as specified in items 1 and 2 the Bank reserves the right to change the way of covering the fees and commissions indicated by the Account Holder.
18. In the case of foreign transfers, when more than one transfer is accepted in all currencies in which the Bank runs settlement accounts.
19. Returns from foreign accounts are credited to the account from which the original transaction was executed. The return does not cover fees and commissions connected with the execution of the order.
20. With the exception of the orders made through Millenot foreign transfers can be submitted only for the current day of execution, with the exception of transfers submitted after business hours, which will be executed on the next business day.

Internal Transfers

§ 29.
1. The Bank shall execute internal transfers i.e. transfers between accounts conducted at the Bank for ROR, savings and settlement accounts, savings accounts or technical accounts.
2. The unique identifier of the internal transfer’s Recipient is the account number in accordance with the NRB standard for transfers between the Account Holder’s own accounts or accounts the Electronic Banking Channels the Unique Identifier shall also be the last digits of the account number.
3. The moment of receiving by the Bank an order of an internal transfer is the day indicated in the order as the date of execution.
4. Orders in which the date of execution does not fall on a business day are considered as executed for execution on the next business day.
5. The business day for an internal transfer is each day from Monday to Saturday, with the exception of holidays and other statutory days off work.
6. Internal transfer orders are executed by the closing hours published on the Bank’s website.
7. Orders submitted within specific business hours are executed with the value date of the current business day.
8. Orders submitted by the closing hours are executed with the value date of the current business day.

Standing Orders

§ 30.
1. The Bank shall execute a standing order instruction by cyclically executing transfers from the Account Holder’s ROR to another indicated Recipient’s Bank Account in accordance with the indicated time-table and amount independently of the next business day.
2. The Recipient’s Unique Identifier of the standing order is the number of his bank account in accordance with the IBAN standard.
3. The moment of starting the execution of particular transactions resulting from the standing order is the beginning of the day specified in the standing order.
4. If the day of payment execution resulting from the standing order is a day not being a business day, it is recognised that the next business day for execution is on the first business day after such day.
5. If the day of payment execution resulting from a standing order falls on 29th, 30th or 31th day, but the next business day does not have such day, it is recognised that the day of execution falls on the last day of a given month.
6. The condition of the execution of a standing order at the date indicated in the instruction is to ensure appropriate funds on account on the day preceding the date of execution.
7. Two types of standing orders are available:
   1) Non-repeated – order executed on the day indicated in the instruction and the lack of funds on the account results in the non-execution of the order.
   2) Repeated – in the case of lack of funds on account at the time of execution of the standing order on the day of payment execution, attempts of executing the order are made until the effect, but at the most within the next 10 calendar days. In the case of orders with shorter cycles, the number of undertaken attempts of executing the order will be appropriately reduced.
8. A business day for standing orders is the day of executing the order specified in the instruction of the order reserving the provision in section 4 and 5.
9. The Account Holder may revoke the submitted instructions of a standing order, if at least one of the following circumstances arise:
   1) for transfers meeting the conditions of the standing order whose dates of executing the order fall after such day. The Bank shall execute the consent, withdrawal or revoking of the consent is made available in the Price List for Services.

Direct Debit

§ 31.
1. Direct debit is the form of setting the Account Holder’s (Payer’s) orders with respect to the Recipient connected with the execution of the account of the Account Holder, on the basis of an order submitted by the Recipient. The Direct Debit is executed on the basis of an “Instruction for Standing Order” whose list is made available in the Price List for Services.
2. The Bank shall execute direct debits for ROR.
3. The condition of making settlements in the form of direct debit is the submission by the Account Holder of consent to direct debit in the form of a direct debit hereinfrom called “consent”.
4. The consent can be submitted by the Account Holder at the Bank’s outlet or by means of the Call Centre, the Bank’s website or sending by correspondence to the Bank’s seat address.
5. The consent may be withdrawn, which means its cancellation or revocation, or temporarily suspended by submitting as appropriate the instruction of the withdrawal or revoking at the Bank’s outlet or by means of the Call Centre, the Bank’s website.
6. The consent, withdrawal or revoking of a direct debit can be done in the following form: if the Bank makes such possibility available in Millenot.
7. The consent, withdrawal or revoking the consent is considered effective as of the moment of receiving such declaration by the Bank. The withdrawal or revoking consent may take place no later than by the end of the business day preceding the day of executing direct debit.
of the expiry, as linked to his Account Holder, for the purpose of the Account Holder or an individual authorised by him.
2. Transfer to the Bank the new consent, each time, in the case of changing the Account Holder, the Cardholder or the Recipient.
3. In case of lack of funds referred to in section 9 item 1 the Bank shall not execute the order.
4. In the case of a direct debit the Unique Identifier: 1) the Recipient’s Identification Number or – in the case of NIP’s Recipient – the Recipient’s Identification Number (NIW), 2) the payer shall be the number of the payer’s bank account in accordance with the NRB standard.
5. of the payment (IDP) shall be the sequence with length of 20 characters established between the recipient and the payer enabling the identification of the payment order executed on the basis of the consent.

Issuing and Stopping Cheques

§ 32. 1. The Bank issues cheque forms on the request of the Account Holder or Recipient for the coverage of the full amount of the receivables for the Receiver and fees and commissions due the Bank on executing the declaration in accordance with the Price List for Services.
2. Cheque forms are issued to each joint Account Holder separately and his/her identification data are placed on the cheque form.
3. The Account Holder shall alter cheque forms issued by the Bank only.

§ 33. § 32.
1. The Bank confirms a cheque on the Account Holder’s request, by blocking on the ROR funds for cheque coverage.
2. The confirmation of a cheque is valid in the case of a cheque which is: 1) complete – for a period of 10 days from the day of issuing the check, 2) incomplete – for a period of 30 days from the day of issuing the check.

§ 34. Cheques submitted for execution at another bank shall be executed in the mode of collection.
2. Cheques of other banks submitted for execution at the Bank shall be executed in the mode of collection.
3. In the case of losing or theft of blank cheque forms or issued cheques the Account Holder should immediately notify the Bank at a Bank outlet or through the Call Centre in order to stop them, giving if possible the check quantity and numbers and making a statement about accepting full liability for the losses resulting from the stopping of the cheques.
4. If the stopping has not been made in writing, it shall be done by the Bank in writing at the latest within three business days.
5. The stopping becomes effective once the Bank has accepted the stopping referred to in section 1.

Debit cards

§ 36. 1. A Debit Card shall be owned by the Bank.
2. A Debit Card shall be issued as linked to the ROR account in zloty, however, in the case of a Debit Card agreement concluded after 20.10.2012 r.
3. A Debit Card is issued by the Account Holder or an individual authorised by the Account Holder to perform operations with a Debit Card in the name or on behalf of the Account Holder, with the exclusion of a minor below 13 years of age, hereinafter the Card Holder.
4. The Agreement for a Debit Card is concluded by:
   1) the Account Holder who is applying for the issuing of the Debit Card, after himself, another joint account holder or individual authorised by him
   2) statutory representative who is applying for issuing a Debit Card for a minor person
5. The agreement for a Debit Card shall be terminated by
   1) the Account Holder for himself, another joint account holder or individual authorised by him
   2) statutory representative, for a minor person
6. The Agreement for a Debit Card is concluded for a period equal to the period of validity of the Debit Card specified in the Price List for Services and is issued for the next periods given in the Price List for Services on condition of resuming or issuing a new Debit Card.
7. The debit card is valid until the last day of the month shown on the Debit Card as the expiry date and upon the expiry of the date must not be used.
1. The Bank shall issue to the Card Holder a Debit Card and confidential identification code linked to such Debit Card, hereinafter “PIN”, at the time of receiving the Instruction received together with the card, immediately after receiving.
2. The Card Holder shall sign a Debit Card at the moment of its receiving, in accordance with the specimen signature placed on the Client Information, unless the Debit Card Agreement provides otherwise, and employ this signature to all transactions executed with the use of the Debit Card confirmed with a signature.
3. The Card Holder is obliged to:
   1) store and protect separately the Debit Card and PIN, with due diligence
   2) promptly report to the Bank the loss of the Debit Card, in particular its theft, in the case of a direct debit the Unique Identifier or – in the case of NIP’s Recipient – the Recipient’s Identification Number, 3) to disclose to the Debit Card and PIN to unauthorised persons.
4. For financial liabilities created as a result of using a Debit Card issued:
   1) to the Account Holder, the Account Holder shall be liable
   2) to the ROR of a minor person, its statutory Representative shall be liable
   3) to an individual authorised by the Account Holder to execute the operations on the Account
5. The Debit Card must not be used illegally, in particular for carrying out payments for prohibited products or services.

§ 38. 1. The Account Holder has the right to renown the Agreement for a debit card within 14 days from receiving the Debit Card, in particular its theft, if no transaction has as yet been performed with the Debit Card.
2. For each Debit Card the Bank establishes:
   1) “Daily Withdrawal Limit” – daily amount up to which the Card Holder may make withdrawals of cash from ATMs,
   2) “Daily Limit of Non-cash Transactions” – daily amount up to which the Card Holder may make non-cash payments for the purchased goods and services.
3. On the Account Holder’s request the Bank may change the level of the limits.
4. The maximum level of the limits is specified in the Price List for Services, subject to provisions of § 7 section 1.

§ 40. 1. The Bank offers an optional package of insurance which is linked to the Debit Card and whose scope is specified in the Price List for Services.
2. From the moment of a holding the Debit Card until the end of the calendar month, in which the card was issued, the insurance package is free of charge.
3. For each next month of insurance an upfront fee is collected in the amount specified in the Price List for Services.
4. The Insurance Package fee is collected from the ROR account of the Account Holder, if:
   1) the ROR account has insufficient funds for collecting fees in the full amount, in such case the Debit Card is excluded from the insurance cover for the period of the month for which the payment has not been collected,
   2) the Account Holder – or in the case of a minor person the statutory representative – has submitted his/her resignation from the insurance package through Call Centre or at the Bank’s outlet.
5. The resignation referred to in section 4 item 2 is effective:
   1) upon the lapse of a month, if it was placed before the 20th day of the calendar month,
   2) upon the lapse of the next month, if it was placed on the 20th day of a given month or after the 20th day of a given calendar month.
6. The Bank may offer, depending on the type of debit card, a package of additional services whose terms are available from the Bank’s outlet, on the Bank’s website, or through a Call Centre.

§ 41. 1. A debit card permits to execute:
   1) Cash transactions without limit,
   2) Cash back transactions,
   3) Non-cash transactions,
   4) Online banking,
   5) Contactless transactions, as well as other submitting other instructions, specified in the Price List for Services. The performing of proximity (contactless) transactions is enabled by cards provided with the PayWave or PayWave function.
2. Debit card transactions may be performed at points of sale and ATMs marked with the Visa or Maestro logo, as appropriate.
3. The amount of a single cash back transaction must not exceed PLN 200. This amount is set by payment organisations.
4. Transactions performed with the physical presentation of a Debit Card and confirmed with a signature of the Cardholder or PIN.
5. In case of transactions performed online with a Debit Card, i.e. without its physical presentation, the Card Holder may be asked to enter the SMS H@so, if the point of sale accepts the 3D-Secure service. Six incorrect password entries result in a temporary restriction of the possibility of accepting payments in points of sale accepting the 3D Secure Service.
6. Contactless transactions up to PLN 50 may be performed without confirmation with a PIN or signature.
7. A transaction above PLN 50 may executed as contactless, however in this case it is essential to confirm the transaction with the PIN.
8. If the daily limit of contactless transactions is exceeded, the next contactless transaction on that day will be refused. If available for execution as a regular non-cash transaction in a POS terminal.
9. The amount of a non-cash contactless transaction carried out in Poland is set by the payment organisation and is PLN 50.
10. The amount of a single contactless transaction carried out abroad and as the number of contactless transactions carried out abroad is set by the payment organisation and may differ from the amount in limit in PLN 200.
11. In case of Maestro PayPass cards the daily limit of contactless transactions, without the need for the Card Holder to confirm transactions with use of a PIN number or signature in PLN 200, however in the amount of PLN 200. Within one day it is possible to renew the limit twice for contactless transactions.
12. In case of Visa payWave cards the limit of contactless transactions, performed without the need for the Card Holder to confirm transactions with use of a PIN number or signature is PLN 200, however in the amount of PLN 200. After exceeding the limit of total value of contactless transactions, upon an attempt to perform another transaction the terminal will inform about the need to perform the non-cash transaction with use of PIN number. The limit will be renewed provided that a non- cash transaction is performed with use of the PIN number and any cash withdrawal in the amount of PLN 200. Within one day it is possible to renew the limit twice for contactless transactions.
13. Points of sale have the right to check the identity of the Cardholder at the time of the transaction.
14. Entities participating in payment transactions may introduce limitations or change the amounts:
   1) Of cash withdrawals in ATMs other than the same ATM,
   2) Of cash back transactions at the shop cash register imposed by payment organisations,
   3) Of non-cash transactions imposed by entities (points of sale and ATMs) accepting contactless transactions performed with a Debit Card,
   4) Of contactless transactions, imposed by payment organisations.

§ 42. 1. The Bank shall execute transactions performed with a Debit Card exclusively up to the level of available funds on the ROR account, exceeding the limit of overdraft limit assigned for such ROR account, unless otherwise provided in detailed principles of using available funds on the ROR account.
2. The Account Holder shall be liable for transactions carried out with a debit card issued as linked to his ROR account, if the initial credit is settled on § 7 section 1 and in § 39 section 1 have been exceeded.
3. Transactions performed with a Debit Card shall debit ROR account.
4. The Bank shall perform the settlement of the transaction with the ROR account no later than by
the end of the next business day after receiving the payment order.
5. The payment order made through a transaction performed with a debit card is considered received by the Bank as of transferring to the Bank by the point of sale terminal or by internet means of the payment system performing the transaction.
6. A transaction performed with a debit card.
   Authorisation for which was granted, shall block funds available on the ROR account until it is stopped, the possibility of making payments performed in accordance with § 45, 5, 6, or 7. It is assumed that it is consistent with its execution.
7. The Bank may refuse to execute an authorised payment order in cases envisaged in the Byelaws and applicable regulations.
8. If the refusal to execute a payment order may only happen in the case of:
   1) The payment transaction is cancelled, blocked or expired.
   2) The refusal to show an identification document.
   3) Lack of sufficient funds on ROR or exceeding the credit limit of the transaction.
10. In the event of the refusal to execute a payment order, the refusal information about the refusal and, if possible, the reason for the refusal, the form of communication shall be sent to the Card Holder at the moment when he is attempting to execute the transaction through a message at the point of sale or ATM in which or through which the transaction is being performed, unless that notification is unacceptable under the binding provisions of law.
11. In the event of refusal to execute a payment order transaction the Card Holder can obtain information about the reason for the refusal also through the Bank’s outlet or the Call Centre. The notification about the reason for the refusal of the payment order transaction is unacceptable, if it is stated under separate regulations.
12. Transactions in foreign currencies of the Visa payment system prior to their accounting on the card account shall be converted to USD at the FX buy rate from the date of settling the transactions increased by the level of margin in accordance with the Price List for Services. The transactions performed in Euros and other currencies connected to USD, the conversion system shall be converted directly into zlotys (at the currency selling rate established by Visa as of the transaction settlement date increased by the level of margin in accordance with the Price List for Services).
13. Transactions in foreign currencies other than in euro performed with MasterCard cards, before their posting on the card account, shall be converted in the following way:
   1) the amount in a foreign currency is converted to USD at the FX buy rate from the date of the transaction settlement, according to the MaincardTable.
   2) the amount in USD is converted to EUR (at the USD sale rate from the date of the transaction settlement date, according to the MasterCard table),
   3) and then the amount in EUR is converted to PLN at a rate calculated on the basis of the Bank Millennium S.A. FX rates table from the transaction settlement date, followed by the rule (currency buy rate + currency sell rate)/2 plus the spread in accordance with the Price List for Services.
14. Transactions performed in EUR in the MasterCard system shall be converted directly to PLN at a rate calculated on the basis of the Bank Millennium S.A. FX rates table from the transaction settlement date, followed by the rule (currency buy rate + currency sell rate)/2 plus the spread in accordance with the Price List for Services.
15. Currency conversions are performed by Visa or MasterCard, respectively, at the wholesale market currency rates employed by Visa or MasterCard, as of the transaction settlement date.
16. For transactions performed in foreign currencies the transactions performed in foreign currencies the Bank presents on the statement the amount and currency of transactions received from the payment organization in accordance with the scheme of settlements presented in section 11-14 and FX rate employed by the Bank for converting transactions into PLN if it applies. The FX rates employed by the Bank are also available in the Bank’s internet service. Bank collects data on means of the Card Centre.
17. Fees and commissions on transactions performed with a debit card not included in the Price List for Services may be collected by other entities participating in payment operations.

§ 43. If a Debit Card is damaged, the Bank shall issue a new Debit Card and the Card Holder must establish a new PIN.

§ 44. Bank the right to block or stop a card due to:
1. Justified reasons connected with card safety,
2. Suspcion of an unauthorised use of the card or deliberate steps leading to an unauthorised use of transactions into PLN if it applies. The FX rates employed by the Bank are also available in the Bank’s internet service. Bank collects data on means of the Card Centre.
18. The transactions performed in foreign currencies the transactions performed in foreign currencies the Bank presents on the statement the amount and currency of transactions received from the payment organization in accordance with the scheme of settlements presented in section 11-14 and FX rate employed by the Bank for converting transactions into PLN if it applies. The FX rates employed by the Bank are also available in the Bank’s internet service. Bank collects data on means of the Card Centre.
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1. Justified reasons connected with card safety,
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17. Fees and commissions on transactions performed with a debit card not included in the Price List for Services may be collected by other entities participating in payment operations.

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1. Justified reasons connected with card safety,
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17. Fees and commissions on transactions performed with a debit card not included in the Price List for Services may be collected by other entities participating in payment operations.

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1. Justified reasons connected with card safety,
2. Suspection of an unauthorised use of the card or deliberate steps leading to an unauthorised use of transactions into PLN if it applies. The FX rates employed by the Bank are also available in the Bank’s internet service. Bank collects data on means of the Card Centre.
17. Fees and commissions on transactions performed with a debit card not included in the Price List for Services may be collected by other entities participating in payment operations.

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1. Justified reasons connected with card safety,
2. Suspection of an unauthorised use of the card or deliberate steps leading to an unauthorised use of transactions into PLN if it applies. The FX rates employed by the Bank are also available in the Bank’s internet service. Bank collects data on means of the Card Centre.
17. Fees and commissions on transactions performed with a debit card not included in the Price List for Services may be collected by other entities participating in payment operations.
duration of the overdraft agreement changes:
1) subject to provisit7ns of § 2 section 5 in the case of
otherwise provided in the
2) on the Bank’s initiative in case of increasing, on
obtain consent of the Borrower of the borrowing
capacity performed by the Bank on the basis of the
existing relationship with the Borrower, in particular
the past due amount of the Borrower’s non-
observer of the terms of the agreement.
3) in the case of late repayment of receivables or
ascertaining a threat to their timely repayment,
through the increase in the overdraft limit.
2. In the case specified in section 1 item 1 a change in the
amount of overdraft limit to a higher one requires
written confirmation by the Borrower by the
Bank, unless otherwise provided in the
Overdraft agreement.
3. In the cases specified in section 1 item 2 and 3 written
confirmation is not required and the Bank shall notify
the Borrower of the increase in the level of the
overdraft limit, subject to section 4.
4. In the case specified in section 1 item 2:
1) the Borrower’s not carrying out the
agreement concerning the
increased amount of the overdraft limit, at the latest
within 30 days before its increasing. The Borrower
may terminate the overdraft agreement in the part
of the increased amount of the overdraft limit
within 14 days counting from the day of receiving
the notification,
2) the Borrower has the right to demand signing a new
agreement for an overdraft limit.
\[ \text{§ 51} \]
1. In case of a limit granted by the amount not exceeding
255,550,00 PLN the Bank has the right to
renounce the concluded overdraft agreement within
14 days from concluding the above-mentioned agreement
by the Outlets’ address
signed “Statement on Renouncing the Agreement”. Should the declaration of will be sent to the address of the
Borrower’s not carrying out the
agreement shall be deemed to have been duly
complied with if the declaration of will was sent prior to
such date.
2. In case the overdraft agreement is renounced after
Limit disbursement, the Borrower shall immediately
refund to the Bank the utilised amount of the Limit with
interest for the period from Limit
disbursement until repayment thereof but not later
than within 30 days from submission of the statement
regarding renunciation of the Agreement.
3. The Bank shall return the fees connected with the
establishment of collateral.
4. Upon the lapse of the time limit for which the overdraft
limit has been granted or in the case of the Borrower’s
calling off the borrowing capacity the
Bank may:
1) reduce the amount of the overdraft limit,
2) terminate the agreement for the overdraft limit at 30
days’ notice.
3) commence renegotiating the terms of the loan
agreement.
2. There shall be a 30 days’ notice which will run from the
date of receiving the notice.
3. The Borrower shall repay all the liabilities resulting
from the overdraft agreement at the latest on the last
day of the period of notice.
4. In case of renouncing the overdraft agreement, data
acquired by the Bank and the notice period the Bank shall have the right to
discontinue the execution of the transaction credited to
the overdraft limit, if the Account Holder’s borrowing
capacity was reduced or on the Account Holder’s
request.
5. The following shall be considered breach of the
conditions of granting the overdraft limit:
1) disclosure of discrepancies between the facts and
the data given in the application for granting an
overdraft limit as well documents and information
given in connection with the processing of the
application for granting an overdraft limit and within
the duration of the overdraft agreement,
2) termination of the agreement in respect of which the
overdraft limit was granted,
3) non-establishment of collateral by the time limit
envisaged in the overdraft agreement,
4) occurrence of events which in the Bank’s
assessment contribute to reducing the collateral
value,
5) deterioration of the Borrower’s economic and
financial situation to the extent potentially reducing,
6) in the Bank’s assessment, the timely repayment of the
receivables resulting from the overdraft limit.
7) the renouncing of the ROR agreement for which the
overdraft limit was granted by any of the Parties is
tantamount to the termination of the overdraft agreement.
8) in case of the Borrower’s not
performing the whole amount of debit by the Borrower.
\[ \text{Past due debt} \] \[ \text{§ 53} \]
1. Should there occur debt:
1) exceeding the amount of the overdraft limit,
2) created on the ROR account without the
authorisation on the part of the Bank, in particular
as a result of failing to notice the account with the
Bank’s fees, commissions and interest, previous
transactions carried out with the Debt Card, changes
on an incoherence connected with the Bank’s specific
products, the Account Holder is obliged to repay the debt on the
day of its origination.
2. The repayment of debt within the time limit referred
to in section 1 makes it past due on the next
day.
3. Past due debt shall also include debt persisting upon
the end of the period for which the overdraft limit was
granted.
4. The Bank shall collect interest on past due debt in the
amount specified in the Price List for Services, subject
to the provisions of section 7.
5. The Account Holder must promptly repay past due
debt.
6. If past due debt occurs, the Bank has the right in
particular to collect receivables without a separate
Account Holder’s agreement in any account kept by
the Bank by the Account Holder prior to all the
payments except executive titles executed in the
manner of court or administrative execution.
7. In the case of the Borrower’s not complying with
the declaration of will in § 7 the Bank shall
accruce interest on the arisen debt in the statutory
amount.
8. Concerning a delay in the repayment of the
Borrower’s debt in excess of 30 days the Bank shall
notify by registered letter the persons being the
debtors of the Bank whose debt results from the
collateral of the Account Holder.
9. If the Account Holder has not carried out the obligation
referred to in section 5, the Bank no earlier than on
the 5th day from the date of the reminder
shall undertake remding steps referred to in section 10.
10. The Bank undertakes remding steps in the period
from the moment of past due debt disbursement
regarding section 9 until the day of its repayment. In the period
of each successive 30 days of the past due debt the
Bank may send at the most 6 text messages, 2
reminders, 2 calls for payment (with the
observance of an at least 2 weekly interval between the
sending of each of the calls), make 10 telephone
calls, with a maximum frequency of 2 reminders.
The reminding steps taken by the Bank will be adequate
to the possibilities of communication with the Account
Holder, attitude of the Account Holder pertaining to the
terms of the contract and account of his/her cooperation with the
Bank.
11. The Bank may charge to the Account Holder the
following costs:
1) costs of reminding steps referred to in section 10
specified in the Price List for Services,
2) court fees whose level is specified in the Act of 28
July 2005 on Court Fees in Civil Cases, including
the fee collected on the application for appending
an enforcement clause to the bank writ of exequion,
3) the necessary costs which the Bank will be forced
to incur in the case of activities conducted through
powerful means, if the courts or administrative courts
py the public administration to the extent
ecessary to pursue its claims originated in
connection with the Borrower’s not carrying out the
agreement in respect of which the ROR agreement
including the costs of legal representation and
costs of stamp duty on granted powers of attorney,
4) costs of bailiff proceedings whose level is
specified by the Act of 29 August 1997 on Court
 Bailiffs and Execution and Act of 28 July 1997 on
Costs of Bailiffs and Execution.
\[ \text{Products and Services Offered as part of}
\text{Cooperation with Third Parties} \] \[ \text{§ 54} \]
1. The Bank may offer, depending on the type of one’s
ROR account, certain products and services of
external operators, e.g. entities of the Capital Group or
entities of third parties.
2. To the extent established by the Bank the Account
Holder may use external operator products on the
principles specified in the Byelaws and other bank
regulations and in the regulations of appropriate
entities.
3. Access to products and services of external operators
can depend on making with respect to them
appropriate declarations, guarantees, documents or
concluding suitable agreements in the form and
content specified by the Bank or by such entities.
\[ \text{Electronic Banking Channels} \]
\[ \text{Terms of Using Electronic Banking Channels} \]
1. Electronic Banking Channels enable the Account
Holder access to bank products and services
conducted for him by the Bank. Access through
Electronic Banking Channels to the products and
services of the entities of the Capital Group and
outside the Capital Group requires to be
concluded with the above-mentioned entities in this
regard.
2. The Account Holder may access bank products and
services through Electronic Banking Channels by
obtaining the Milenet number and the environment
with the H@lo password. The activation of particular
Electronic Banking Channels follows upon the
registration.
3. Each Holder of a joint Bank Account shall individually
sign an agreement to use Electronic Banking Channels
and is authorised to submit instructions on his own by means of Electronic Banking Channels.
4. The activation of Electronic Banking Channels enables
the Account Holder access to all the Bank Channels
held by him, irrespective of whether it is an
individual or joint account.
\[ \text{§ 58} \]
1. Electronic Banking Channels enable the Account
Holder access to:
1) accounts run for him by Millennium DM, hereinafter
“Milenet”;
2) registers run for him by Investment Funds managed
by Millennium TFI, hereinafter “Registers”.
2. Access to Accounts or Registers by means of
Electronic Banking Channels depends on making with
respect to Capital Group entities appropriate
declarations, powers of attorney or concluding
suitable agreements in the form and
content specified by the Bank or by such entities.
3. When performing for investment funds managed
by Millennium TFI the procedures specified in the
agreement for using the Electronic Banking Channels
the Bank shall act on the request of Millennium TFI as
distributor of participation units.
4. Access to accounts run for the Account Holder by
Millennium DM means in particular the Bank’s
providing of services specified in the powers
of attorney granted by the Account Holder. Access to
accounts run for the Account Holder by
Millennium DM is effected on the basis of the
provisions contained in the Byelaws, unless the possibility
of providing such service or the
content specified by the Bank or by such entities.
5. The Bank may block access to a specific
Electronic Banking Channel in connection with the
need to carry out essential maintenance works or for
security reasons.
6. Access to registers kept for the Account Holder by
Investment Funds managed by TFI from outside
the Capital Group by the Account Holder requires the
conclusion of separate agreements.
7. The Bank shall inform about the current scope of
access of the Account Holder to each of the
services of the Bank and external entities and the scope
of services provided through particular
Electronic Banking Channels, at Bank outlets and on the Bank’s
website reserving the right to expand the functionality
or abandon the running of certain services
through Electronic Banking Channels in particular
in the case of changed functionalities of IT systems or
external entities.
8. The Bank may block access to a specific
Electronic Banking Channel in connection with the
need to carry out essential maintenance works or for
security reasons.
9. Access to accounts run for the Account Holder by
Investment Funds managed by TFI from outside
the Capital Group by the Account Holder requires the
conclusion of separate agreements.
10. The Bank shall inform about the current scope of
access of the Account Holder to each of the
services of the Bank and external entities and the scope
of services provided through particular
Electronic Banking Channels, at Bank outlets and on the Bank’s
website reserving the right to expand the functionality
or abandon the running of certain services
through Electronic Banking Channels in particular
in the case of changed functionalities of IT systems or
external entities.
to which there will be sent one-off SMS H@sko password used for the authorisation of a given credit product or for the authorisation of transactions performed with debit or credit cards, if the point of sale provides the 3D- Secure service, for which the SMS H@sko was generated,

2) With respect to Mobile Applications:

a) if obtained, after logging on to Millenet, his/her own eight-digit Mobile H@sko password which is used for authorising instructions made by means of the Mobile Application,

b) acquires the possibility of establishing his/her own four-digit Mobile PIN code used for logging on to Mobile Applications at the Bank’s Centre or by printing out a new H@sko 2 from the ATM

3. obtain a new Millekod and H@sko 1 by submitting a written instruction at the Bank’s outlet

3. The defined telephone number of the mobile phone to which SMS H@sko passwords are sent becomes the number for contacting the Account Holder.

4. A Mobile PIN code used for logging on to all Electronic Banking Channels used by the Account Holder.

5. Three wrong entries of:

1) Personal H@sko 1, Mobile H@sko or Mobile PIN or H@sko passwords cause blocking,

2) SMS H@sko password causes the blocking of the possibility of issuing selected instructions.

6. If the Account Holder loses his/her Personal H@sko 1, Mobile H@sko, Mobile PIN or Personal H@sko 2 password, he/she shall obtain a new one in the mode specified in section 1 and 2.

7. If the Account Holder has blocked his/her H@sko 1 password, he may apply for its unlocking through the Call Centre.

8. The Account Holder should use his/her personal H@sko 1, personal H@sko 2 or SMS H@sko passwords, hereinafter referred to as Passwords, and Access Password only in a manner ensuring that such password is kept confidential. In particular, the Holder shall not make it possible to monitor the Account Holder’s access Password available to unauthorised persons.

9. If the Account Holder suspects that a H@sko or access Password are known to unauthorised persons, the Account Holder shall change them keeping with the procedure referred to in section 2.

10. The Account Holder should block in Electronic Banking Channels, within 12 hours from the establishment of telephone number referred to in section 1 point 1 letter b) in case of loss, change or theft forthwith.

1. The use of Electronic Banking Channels is possible on condition of using equipment configured in accordance with the Bank’s recommendations and the software made available or recommended by the Bank.

2. The list of devices which can be employed for using Mobile Banking is available from the Bank’s internet service at the Bank’s outlets and through the Call Centre.

3. The Account Holder using the Millenet system is using equipment to monitor Bank’s Internet service in order to update his knowledge on the Millenet operation and the hardware and software recommendations.

4. The Account Holder is under the obligation to use the software version indicated by the Bank in the up-to-date version of the “User’s manual” or in the information accessible on the Bank’s internet site.

1. Access to the Call Centre is possible by means of a telephone or fax working in the tone-dialling mode.

2. The Bank reserves the right to additionally verify the identity of the person submitting the instruction.

1. The Account Holder ought to complete a Session in the manner appropriate for a given Electronic Banking Channel

2. The Bank may time out a Session, if no data are being sent between the Account Holder and the Bank within the time specified by the Account Holder, however it must not be longer than determined by the Bank.

3. A resumed use of an Electronic Banking Channel requires a new Session to be established.

§ 62. The Account Holder may block access to Electronic Banking Channels by submitting a written instruction at the Bank’s outlet.

1. Access is unlocked by placing a written instruction at Bank’s Outlet and pertains exclusively to the Millekod number and H@sko passwords

§ 63. The Bank has to right to block access to Electronic Banking Channels:

1. in cases of using Electronic Banking Channels in a manner not in line with the principles of the agreement for using Electronic Banking Channels,

2. in a case of suspicions that an Electronic Banking Channel is used by unauthorised persons

3. in a case ofMN, preventing the occurrence of any unauthorised transactions.

2. Promptly after blocking access to Electronic Banking Channels the Bank shall contact the Account Holder in order to clarify the situation.

3. The unlocking of access to Electronic Banking Channels shall be effected by submitting to the Account Holder of a written instruction in the Bank Outlet.

Electronic Invoices

§ 64. The Account Holder may use the service of electronic presentation and performance of electronic invoices, hereinafter referred to as "electronic invoice”.

2. The service is activated by the Account Holder through Millenet separately for every payment in favor of given creditor.

1) To receive electronic invoices, bills and other documents presented by creditors,

2) To automatically perform payments in accordance with the documents referred to in item 1.

Internet Payments

§ 65. The Account Holder may pay for goods and services, from the account in favour of the Millenet, using an e-banking service hereinafter referred to as "Internet payment” in accordance with the principles below and the principles defined by the Bank respecting providing services in terms of Internet payments.

2. An Internet payment is made through the Account Holder’s approving a transfer prepared on the basis of the data submitted by the provider of Internet payment services.

3. The Account Holder is not able to modify the transfer data, except for indicating the source account.

4. Transfer approval may result in a blockade on the source account in the amount necessary to make the payment.

5. The blockade referred to in section 4 must not be cancelled or modified by the Account Holder.

6. The instructions and statements made by the Account Holder through Electronic Banking Channels are recognised as meeting the requirements of written instructions referred to in section 1 and 2.

7. The content of an instruction made in the mode specified in section 4 may result in an error or give rise to obligations which the content is specified in the messages communicated through Electronic Banking Channels.

8. Any instructions and statements submitted through Electronic Banking Channels:

1) confirmed in Millenet, Mobile Millenet and Call Centre by at least a personal H@sko 1 or SMS H@sko password,

2) confirmed in the Mobile Application by the Mobile PIN code or Mobile H@sko password,

3) made from a confirmed mobile number by means of SMS text messages are considered authentic.

9. The content of an instruction made in the mode specified in section 4 may result in an error or give rise to obligations which the content is specified in the messages communicated through Electronic Banking Channels.

10. Instructions submitted to Registers by means of Electronic Banking Channels must not be revoked.

11. Each entry of the Bank’s product or service made by means of an Electronic Banking Channel is tantamount to the acceptance by the Account Holder of the terms of using a given Bank Product.

Liability

§ 67. 1. When concluding the Electronic Banking Channels agreement, the Account Holder shall specify the maximum daily limit of cash instructions, hereinafter referred to as the limit of cash instructions, on a given day by means of Millenet, subject to section 3 and 4.

2. The Account Holder may place at the Bank’s Outlet or Millenet an instruction to change the limit.

3. The Bank shall establish the level of limits for嘞eal instructions that can be submitted through a Call Centre Consultant.

4. The Bank shall establish the maximum daily value of instructions possible to submit on a given day by means of a Mobile Application and Millenet.

5. Each of the Joint Account Holders separately establishes the limits referred to in section 1 for the instructions submitted by him.

6. The Bank may establish the scope of validity and maximum amounts of Limits referred to in section 1 and 2, as well as the value of which is specified in the Price List for Services.

Other Banking Channels

§ 68. 1. The Bank may conclude with the Account Holder an agreement relating to products and services selected by the Bank and available in the Bank’s current offer by means of another banking channel, in particular through an ATM.

2. Instructions and statements made by the Account Holder by means of another banking channel are recognised as meeting the requirements of written instructions referred to in section 1 and 2.

3. The Account Holder may request from the Bank the delivery in writing of the terms of the agreements referred to in section 1.

4. Any debts and credits resulting from the agreements referred to in section 1 shall be effected by means of ROR accounts indicated by the Account Holder.

5. The Account shall accrue interest on the assumption that for 365 days and a month the actual number of days.

§ 69. 1. Funds on the Bank Account and debt resulting from the credit products shall bear interest at a floating rate or a fixed rate specified in the Price List for Services.

2. Interest accruing on Bank Account funds is put at the disposal of the Account Holder or collected from the Account within the time limit specified in the Price List for Services unless otherwise provided in detailed contractual provisions and byelaws.

3. The Bank shall accrue interest on the assumption that for 365 days and a month the actual number of days.

§ 70. 1. The Bank reserves the right to change the interest rate, if at least one of the following causes occurs:

1) change in the WIBOR, LIBOR, EURIBOR or WIBID rate by at least 0,001 percentage point.

2) change in the referendum rate or the provision on deposits established by the Monetary Policy Council by at least 0,001 percentage point.

3) change in the obligatory average interest rates established by the NBP by at least 0,001 percentage point.

2. A change of the interest rate for Bank Accounts with a floating interest rate enters into force as of the date of introducing the change in the Price List for Services.

§ 71. 1. The Bank shall charge to the ROR account fees and commissions for actions connected with the service of offered products and services in the amount specified in the Price List for Services.

2. The Bank has the right to collect all the due fees, commissions and interest and other matured Bank receivables from the ROR account irrespective of whether there are sufficient funds on the ROR.

3. In the event of the renunciation of the agreement, the collected fees shall be returned in proportion to the period of duration the agreement and fee due for such period.

Statements of Account and Complaints

§ 72. 1. The Bank shall send a statement containing information about balances and turnover for all the Bank Accounts kept for the Account Holder, every month, to the Account Holder’s correspondence address or in electronic form by means of the Millenet system, subject to section 2-3, unless otherwise provided in the Bank Account Agreement.

2. The Bank has the right not to send a statement in the
case of lack of activity on the Bank Account in the period covered by the statement.
3. The Account Holder may change the form of delivery of statements from paper to electronic form or from electronic to paper form by submitting an application to the Bank via an Electronic Banking Channel.
4. The statement presents the history of transactions settled in a given settlement cycle in view of the date of the statement. The amount of transaction, amount of transaction in the currency which burdened the account and in which the transaction was made, as well as the currency rate, if it was employed by the Bank in the settlement of the transaction, contains information about the Point of Sale or title of the performed transaction. The statement contains information about all payments collected by the Bank and the amount of interest
§ 73.
1. The Account Holder has the right to submit complaints with respect to service provided by the Bank and handling of Bank Accounts.
2. Complaints about online payments and electronic invoices concerning the value and amount to the target account shall be considered in keeping with these Byelaws. The remaining complaints shall be considered directly with the supplier of goods and services or agent processing the payment for online payments, or with a mass invoice issuer for electronic invoices.
3. The Account Holder may change the complaint promptly after the arising of the circumstances which cause reservations. Complaints may be made:
1) in an oral manner by calling the Bank, or
2) by mail to the Bank’s official address, with the annotation: “Complaints”,
3) through Millenet, in any outlet of the Bank, or
4) in oral form through the Call Centre.
4. The Bank shall consider a complaint made by the Account Holder without undue delay and in any event within 10 days of the date of placing the instructions by the Account Holder to execute the transaction complained of, either electronically or otherwise.
5. In an individual case the complaint handling deadline may be prolonged by no more than 90 days, when complaint processing requires the participation of third parties. The Bank shall notify the Account Holder about the extension of the complaint handling period in writing or in another form agreed with the Account Holder if it is not possible to handle a complaint in the extended period due to circumstances pertaining to third parties the Bank will notify thereof the Account Holder in a form mode described above with the indication of:
1) The new complaint handling deadline,
2) The reason for the extension of the complaint handling period,
3) Circumstances which must be ascertained,
4) Expected time to provide a reply.
6. The Bank is subject to supervision by Polish Financial Supervisory Authority.
7. The Account Holder has the possibility of filing a complaint either directly with the Bank or to direct matters:
1) Banking Consumer Arbitration, which operates under the Polish Bank Association and was established to resolve disputes between customers of banks and the Bank.
2) Municipal and County Consumer Ombudsmen.
8. The Account Holder must immediately notify the Bank about detected unauthorised, non-executed or unduly executed transactions not later than within 13 months from the day of burdening the account or the day on which the transaction was to be executed.
9. Should the Bank be unable to record the transaction referred to in section 8 the Bank must immediately return to the Account Holder the amount of the transaction.
10. The Account Holder is authorised to receive from the Bank the return of the authorised transaction initiated by the Account Holder and for which no execution is required if:
1) at the moment of transaction Authorisation no exact transaction amount was specified, and
2) the amount of the transaction is higher than the amount specified in the transaction, if the Account Holder might have, in view of an earlier pattern of spending in similar transactions, terms containing agreements or agreement and important circumstances of the case.
11. The Account Holder must prove the circumstances pointing to the materialisation of its conditions referred to in paragraph 9, which include the presentation of the conditions of the concluded agreements which the transaction pertaining to.
12. Currency conversions must not be the reason for demanding a bank account in the case of lack of activity.
13. The Account Holder has no right to a return in cases when:
1) he has consented to the execution of the transaction directly to the Bank, or
2) information about the future transaction was observed or obtained by the Account Holder at least four weeks prior to the date of its execution.
14. The Account Holder may apply for a return referred in in section 10 for the period of 8 weeks starting from the date of debiting the account.
15. Within 10 business days from having received the demand of return the Bank shall refund the full amount of the transaction or give a justification for refusing to perform a return. If the Account Holder does not agree with the presented justification, he can notify thereof the Bank to the Polish Financial Supervision Authority.

Mode and Terms of Termination and Amending the Bank Account Agreement
§ 74.
If the Bank Account Agreement was concluded outside the Bank Outlet the Account Holder may terminate it without stating the reason by making a suitable statement in writing within 10 days from concluding the Bank Account Agreement.

§ 75.
1. The Bank Account Agreement, with the exclusion of the term savings account Agreement may be terminated with the consent of the Parties or terminated in written form by each of the Parties at an appropriate time:
1) Monthly, if the termination is made by the Account Holder;
2) Bimonthly, if the termination is made by the Bank.
2. The Bank Account agreement is terminated:
1) with respect to the ROR account, provided that in the case of lack of activity on the account for a time limit no turnover on the account was made, except adding interest, and the balance of funds on the account does not exceed the minimum amount of balance due to the Branch for Services upon expiry of such deadline,
2) if the Account Holder does not meet the demand referred to in § 85 section 7, upon expiry of the period of 7 days following the deadline specified by the Bank for meeting the said demand;
3) if the Bank receives information about increased risk, which makes it, in the Bank’s opinion, necessary to limit the use of the Bank Account for actions in breach of the law upon receipt of such information, subject to subsections of sections 3 and 4.
3. In the case referred to in section 2 point 1 a Bank Account Agreement shall not be terminated in a situation when the Account Holder
1) has at Bank assets accumulated on savings accounts, savings terms deposits connected with such Bank Account,
2) has the Group’s products referred to in § 45 section 2,
3) uses at the Bank a credit risk based transaction.
4. The statutory representative shall terminate the Agreement on behalf of the Account Holder.
5. A change of Parties to the Bank Account Agreement on the side of joint account Holders requires the consent of all the Account Holders and the Bank’s consent.
6. A joint account holder may terminate the joint account agreement with related products and services, referred to in sect 8-9 and in § 6 section 6 with effect for the remaining Account Holders with the exception of situations when under the agreements on the products connected with the ROR account he cannot terminate these agreements.
7. With respect to a Bank Account being closed the Account Agreement is obliged in particular by the following:
1) at the moment of submitting the instruction to close the Bank Account and to return unused blank check forms,
2) By a day of terminating the agreement for such Bank Account:
a) to repay the liabilities or dispose of funds, b) to submit an application for terminations regarding other products and services connected with the given Bank Account,
c) to destroy the cards issued to the account in a way making their use impossible.
8. Termination/renunciation of the ROR agreement is tantamount to the termination/renunciation of the overdraft agreement and results in the obligation of making a repayment of the total debt, taking into account the provisions of section 7.
9. The Account Holder has no right to a return in cases when the Account Holder is tantamount, unless other instructions are separately placed, to the termination/renunciation of the agreement or to resignation from following products and services linked with this ROR account: investment products, deposits, accounts (including a joint account), payment services, cheques, insurance except savings-investment insurance, underwriting services.
10. Termination/renunciation of the agreement for a ROR kept in zlotys by the Account Holder results in closing all savings, savings settlements accounts in foreign currencies and termination of the Electronic Banking Channels agreement, unless separately other instructions are placed.
11. In the case of an account linked to:
1) loan/advance, 2) credit card agreement
the Bank will agree with the Account Holder further service of the credit product connected with the ROR account, including the repayment of the loan/advance after the closure of the ROR account.
12. In the case of the termination of the Account Agreement in the period of notice the Bank suspends the execution of instructions debtoring the Overdraft Limit, if the Account Holders’ overdraft capacity was reduced or was reduced on the Account Holder’s request.
13. If by the end of the period of notice the Account Holder
1) has not withdrawn funds on the account the Bank will transfer the balance to an internal non-interest bearing account,
2) has not repaid the debit as of the termination of the agreement in full, it becomes past due debt.
14. The Account Holder must not terminate the bank account agreement without the prior consent of the holders of a joint account, on the date of the period of notice, effective foreclosure on a bank account.

§ 76.
The Bank has the right to terminate the Bank Account Agreement in the case of:
1) the Bank becomes insolvent or when the time of concluding the Bank Account agreement,
2) not meeting the conditions of having a given type of the ROR account specified in the Price List for Services,
3) lack of the initial payment into the Bank account within the 30th day of its opening,
4) lack of payments to the ROR account for a period of 12 months,
5) using debit Cards contrary to the law and the agreement concluded between the Bank and the Account Holder,
6) occurrence of past due debt.

§ 77.
Once a short-form certified copy of the Account Holder’s death certificate has been supplied to the Bank or once there has been obtained from the benefit disbursing body (from insurance company or another benefit) or from the insurer written information about the Account Holder’s death:
1) the Bank shall disburse, from the individual Bank Account:
a) the amount spent to cover funeral expenses to the person presenting the invoices confirming the costs incurred, or if the amount of funeral expenses is insufficient, the difference in the benefit in the event of death and/or inheritance;
b) amount equal to disbursements made by the benefit disbursing body (under social insurance or security or retirement benefit) that were not due for the period after account Holder’s death, if the receipt of information from such bodies on the Account Holder’s death the application for disbursement of such amounts was submitted.
2) In the case of a joint account the Bank shall put at the disposal of the surviving Holders the funds in the parts corresponding to their shares, while the part corresponding to the share of the deceased Holder’s heirs, if the disposal is made to the heirs as at the day of the Account Holder’s death, except funds, which under separate regulations do not constitute part of the deceased Holder’s legacy. The amount made available shall be reduced or refused when the balance on the account from the day of death of the Account Holder displays another value as at the day of placing the instructions by the heirs in result of execution of payment transactions, including withdrawals, existing or made by living co- holders of the deceased Holder, on the date of the Bank is informed about the demise of the deceased Holder in the period from the death of the Account Holder until the Bank has obtained written information about his death.

1. In the event of changing the account number the Bank shall inform thereof the Account Holder in writing.
2. In the event of changing credit related products a new agreement is required to be signed.

20.10.2012 r. /10/
1. The Bank reserves the right to amend the Byelaws and the Price List for Services within the duration of the Bank Account Agreement, if at least one of the following causes arises:

1) change of the legal provisions governing the banking or financial sector or change of recommendations or good practices by supervising institutions which impact the mutual rights and obligations of the parties to the bank account agreement;
2) change of the scope or manner of providing services, services defined in the Byelaws or Price List for Services must not in such case be higher than 200% compared to the existing level;
3) change of the basic interest rates established by the NBP, by at least 0,001 of the percentage point, and the change of any item from the Price List for Services in such case must not be higher than 200% with respect to the current level;
4) change of the Byelaws accepted by the Account Holder;
5) change of the level of costs of operations and services incurred by the Bank in connection with the service of the Bank Account and related services which are covered by the provisions of the Byelaws and change of any of the items from Price List for Services in such case must not be higher than 200% with respect to the existing level.
6) change of the tax or accounting regulations impacting mutual rights and obligations of the Parties to the Bank Account Agreement.

2. The Bank reserves the right to amend the Price List for Services within the duration of the Bank Account Agreement, if at least one of the following causes arises:

1) change in the WIBOR, LIBOR or WIBID rate or change in the currency spread of such rate, the currency spread is understood as the difference between the withdrawal rate and the repayment of the loan taken out in foreign currency.
2) change in the currency for Services and Byelaws available from the Bank’s outlets, and from the Bank’s website and by means of the Call Centre.

Amendments made with respect to:

1) introducing new products or services, in particular the introducing or change of the commercial name,
2) change of the byelaws,
3) Price List for Services,
4) content of the Byelaws, including their name.

The changes made shall be binding on the Account Holder and the Bank if:

1) The Bank in order to work out the matured receivables may use the intermediation of specialised debt-recovery companies or the ROR, FX savings account.
2) The companies referred to in section 1 may take over the object of co-ownership, co-ownership claims and any correspondence co-owned by the Account Holder about their result.
3) The changes referred to in section 2 these companies will bill the Account Holder for non-execution of the payment transaction.
4. The current list of entities referred to in section 1 is available from the Bank’s outlets.

Scope of the Bank’s Liability

1. The Bank shall not be liable, if the executing or non-execution of the payment transaction is a result of force majeure or follows from other regulations of law.
2. The Bank shall not be liable:

1) Due to the Account Holder’s disclosing to third parties the confidential password, Miledex number and the Account Holder’s disclosing SMS HiPso passwords confirming operations in Electronic Banking Channels.
2) If the Bank is not notified by the Account Holder on ascertained, unauthorised, non-executed or unduly executed payment transactions, promptly, in any case not later than within 13 months from the day of debiting the bank account or from the day on which this transaction was to be executed.
3) The Bank shall be liable for the correct execution of a payment transaction, if the transaction has been correctly authorised by the Account Holder.
4) If for one of the reasons specified for the Account Holder to present the Unique identifier and the given Unique identifier is incorrect, the Bank shall not be liable to the Account Holder for non-execution or unduly execution of the transaction with the use of such identifier.
5) Apart from the cases indicated in section 1,2 and 4 the Bank shall be liable for lack of performance or non-performing or unduly performance of the payment transaction. In such situation the Bank shall immediately credit the ROR, FX savings account or settlement or technical account of the Account Holder with the appropriate amount in order to lead to the state of affairs which would have existed, if there had been no execution or unduly execution of the transaction.
6) If the Bank executes the payment order initiated by the Account Holder (Recipient), the Bank shall have vis à vis the Account Holder no liability for non-performance or unduly performance of the payment transaction. In such situation the Bank shall immediately credit the ROR, FX savings account or settlement or technical account of the Account Holder with the appropriate amount in order to lead to the state of affairs which would have existed, if there had been no execution or unduly execution of the transaction.

3. Reserving §82 when the payment order is initiated by the Recipient (or through him), then the bank or any other supplier of the service shall have responsibility for the correct sending of the payment order to the Bank. In the event of bearing such liability the bank or any other supplier of the Recipient shall promptly send the payment order to the Bank.
4. If the cash payments are made to a ROR, FX savings and settlement account or technical account of the Account Holder by the Closing Hour on a given business day, the Bank shall be liable for lack of immediate availability of the paid amount no later than on the business day of its paying in and with the value date from such day. If the Bank has the liability specified in the previous sentence, it will make available to the Account Holder the paid amount immediately after crediting the Bank account with it.
5. If the transactions with appropriated funds or not executed at all and the bank or another supplier of the Recipient (in accordance with item 3) is not liable, the Bank shall be liable towards the Account Holder.

1. In the case of a non-executed or unduly executed payment transaction.
2. The Bank, irrespective of the liability envisaged in §82 on the request of the Account Holder shall take immediate steps in order to monitor the payment transaction and notify the Account Holder about their result.
3. If the Bank’s liability envisaged in §82 and 83 includes also fees and interest which burdened the Account Holder, he has the right to compensate for non-execution of the payment transaction.

Means of Communication

1. The Bank and the Account Holder may communicate in the following manner:

1) personally at the Bank’s outlets
2) in writing by sending correspondence to the Bank’s seat, pl. Stanisława Żaryna 2A, 02-593 Warszawa,
3) by telephone,
4) in electronic form.
2. The list of the Bank’s Outlets in which the Bank runs its activities with their opening hours and the Bank’s contact data are available from the website www.bankmillennium.pl
3. The Agreements with the Bank are concluded in Polish, which is the binding language for the Parties’ communication within the duration of the Agreement.
4. Any documents submitted by the Account Holder must be made in Polish or translated into Polish by a sworn interpreter.
5. The Account Holder must inform the Bank in writing about any change of data which he provided to the Bank for the latter to appropriately fulfill the provisions of the Bank Account agreement or another agreement concluded with the Bank and any change of the Account Holder’s address must be made also by means of Electronic Banking Channels.
6. In the case of not notifying the Bank about changes indicated in section 5 the Bank shall not be responsible for losses resulting from this.
7. The Bank has the right to demand from the Account Holder the updating of the data referred to in section 5.
8. The Account Holder must give the address for correspondence (other than the address of the Bank’s outlet) to which the Bank shall send statements, changes in the byelaws/agreements and any correspondence connected with the agreements concluded with the Bank.
9. Any correspondence is sent by the Bank to the last address for correspondence given by the Account Holder.
10. The Bank reserves the right to record all the telephone conversations conducted with the Bank.
11. The recordings referred to in section 10 are confidential and should be used only for evidentiary purposes.

Other provisions

§ 86. The provisions of the byelaws and Price List for Services are binding, unless otherwise provided in the detailed provisions of the Bank Account agreement.
2. Any disputes between the Bank and the Account Holder shall be resolved by a court of local jurisdiction.
3. In matters not regulated by the Bank Account agreement or credit agreement the generally binding regulations of the Polish law apply.