

**BANK POCHTOWY S.A.**  
**PERSONAL DEBIT PAYMENT CARD**  
**TERMS AND CONDITIONS**

February 2025

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## Table of Contents

<b>Rozdział I</b>	<b>Postanowienia ogólne</b> .....	<b>3</b>
<b>Rozdział II</b>	<b>Wydanie i wznowienie karty</b> .....	<b>7</b>
<b>Rozdział III</b>	<b>Posługiwanie się kartą</b> .....	<b>9</b>
<b>Rozdział IV</b>	<b>Rozliczenie transakcji i kurs walutowy</b> .....	<b>14</b>
<b>Rozdział V</b>	<b>Reklamacje i odpowiedzialność</b> .....	<b>15</b>
<b>Rozdział VI</b>	<b>Bezpieczeństwo i ochrona karty</b> .....	<b>17</b>
<b>Rozdział VII</b>	<b>Zastrzeżenie i blokada karty</b> .....	<b>18</b>
<b>Rozdział VIII</b>	<b>Usługi dodatkowe</b> .....	<b>19</b>
<b>Rozdział IX</b>	<b>Wypowiedzenie, odstąpienie i rozwiązanie umowy</b> .....	<b>19</b>
<b>Rozdział X</b>	<b>Zmiany Regulaminu oraz Taryfy opłat i prowizji</b> .....	<b>21</b>
<b>Rozdział XI</b>	<b>Postanowienia końcowe</b> .....	<b>21</b>

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## Part I. General

### Clause 1

These Bank Pocztowy S.A. Personal Debit Payment Card Terms and Conditions (“Terms and Conditions”) shall govern the issuance and use of personal debit Payment Cards linked to Accounts operated by Bank Pocztowy S.A. (“Payment Cards”), settlement of Payment Card transactions, delivery and use of other services rendered by Bank Pocztowy S.A. in connection with Payment Cards, and submission of Complaints. These Terms and Conditions shall also apply to termination of Payment Card Agreements.

### Clause 2

As used in these Terms and Conditions, the following terms shall have the respective meanings as defined below:

1. **The Bank’s Electronic Service Address** shall mean the electronic service address of the Bank, as entered in the Electronic Service Address Database: AE:PL-23811-43670-WCHUE-15;
2. **3-D Secure** (“Mastercard ID Check”; formerly: “Mastercard SecureCode”) shall mean an additional security layer for authenticating online Payment Card transactions. To authenticate an online Payment Card transaction, the Bank may request that the Cardholder enter Individual Credentials or a one-time SMS Code (3-D Secure code) sent to his or her mobile phone number as provided to the Bank or apply biometric Authentication methods, subject to the availability of such functionality;
3. **Mobile Application** shall mean an application made available by the Bank as part of the Electronic Banking Service, installed by the Account Holder on a mobile device, and enabling delivery and use of Bank products and services under the Agreement;
4. **Apple Pay** shall have the meaning assigned to it in the Terms and Conditions for the Use of Bank Pocztowy S.A. Payment Cards with the Apple Pay Digital Wallet;
5. **Authorisation** shall mean the Cardholder’s consent, expressed as required under these Terms and Conditions and preceded with successful Authentication or Strong Authentication, to executing a Payment Card transaction;
6. **Bank** shall mean Bank Pocztowy S.A. of Bydgoszcz, which is regulated by the Polish Financial Supervision Authority and which is the issuer of Payment Cards. For the addresses of Bank Branches and other Bank agents that are open for business and whose details are relevant for communication with the Bank, visit the Bank Website or request access to their list at a Bank Branch or other Bank agent’s place of business;
7. **ATM** shall mean a device dedicated to enabling the Cardholder primarily to withdraw cash and, where such options are available, to perform other payment transactions and operations, e.g. checking the available account balance;
8. **CVC2** shall mean a 3-digit security code, embossed or printed on the back of a Payment Card, which is used to authenticate the Payment Card when making card-not-present transactions. The code may also be displayed in the Electronic Banking Service, subject to the availability of such functionality.
9. **Proximity Reader** shall mean an electronic device embedded in a POS Terminal or ATM, which enables contactless payment transactions. Devices featuring a Proximity Reader are marked with the contactless payment symbol of the relevant Card Association;
10. **Value Date** shall mean the time from or to which the Bank charges interest on funds debited from or credited to the Account;
11. **Banking Day** shall mean a day on which the Bank is open for business as required to execute payment transactions, with the exception of Saturdays and bank holidays;
12. **Garmin Pay** shall have the meaning assigned to it in the Terms and Conditions for the Use of Bank Pocztowy S.A. Payment Cards with Digital Wallets;
13. **Google Pay** shall have the meaning assigned to it in the Terms and Conditions for the Use of Bank Pocztowy S.A. Payment Cards with Digital Wallets;
14. **Individual Credentials** shall mean individual credentials provided to the Cardholder by the Bank for authentication purposes;
15. **Bank Helpline** shall mean the telephone customer service available to Bank customers. For the Bank Helpline telephone numbers, visit the Bank Website or refer to the relevant Payment Card information materials or see the back of the Payment Card;

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16. **Payment Card** shall mean (i) an international debit card issued by the Bank under an Agreement with the Account Holder, (ii) a payment instrument, including a Virtual Card, and, if issued by the Bank, (iii) a Biometric Card enabling fingerprint transaction Authorisation;
  17. **Biometric Card** shall mean a Payment Card that enables fingerprint transaction Authentication by matching the Cardholder's fingerprint with the fingerprint reference data (digital template) captured and stored on the card. No such data is stored in or transmitted through any POS terminals, Bank systems, or payment systems;
  18. **Virtual Card** shall mean a digital Payment Card whose data (card number, expiration date and CVC2) are stored and displayed in the Electronic Banking Service. Such card may or may not have a physical counterpart;
  19. **Announcement** shall mean a document published by the Bank, which contains, in particular, information on the date and method of execution of payment services, Cash Deposit Machines, Cross-Border Payments, and the processing of contactless and mobile transactions, as well as any other necessary information relating to the execution of payment services not specified in these Terms and Conditions. Announcements shall be available from Bank Branches or Post Office Outlets or online at the Bank Website;
  20. **Transaction Limits** shall mean limits imposed on the amount or number of payment transactions made over a period of time to enhance the Cardholder's transaction security;
  21. **Transaction Limit Applicable in the Ordinary Course of Administering the Account** shall have the meaning defined in the Bank Pocztowy S.A. Personal Accounts Terms And Conditions;
  22. **Mastercard** shall mean the Card Association which the Bank collaborates with on issuing Mastercard Payment Cards;
  23. **Debit Card Service** shall mean a service that enables the Payer to use a Payment Card, as defined in Article 2.15a of the Payment Services Act, if the amount of each transaction made with the card is debited from the Payer's Payment Account;
  24. **Payee** shall mean a natural person, legal person or unincorporated organisational unit having legal capacity under statute that is the intended recipient of funds transferred in a payment transaction;
  25. **Card Association** shall mean an entity that defines Payment Card issuance and acceptance terms and conditions and that is party to an agreement with the Bank or an acquirer, such as Mastercard;
  26. **Minor** shall mean an Account Holder above the age of 13 years and below the age of majority, who has a limited legal capacity, including the right to use a Payment Card to a limited extent as provided for in applicable laws and regulations and specified by the Minor's legal representative;
  27. **Partially Incapacitated Person** shall mean a person who has a limited legal capacity, including the right to use a Payment Card to a limited extent as provided for in applicable laws and regulations and specified by the person's legal representative;
  28. **Member State** shall mean a European Union (EU) or European Free Trade Association (EFTA) member state which is party to the Agreement on the European Economic Area;
  29. **PIN** shall mean a confidential personal identification number which is used to verify the Cardholder's identity when making Payment Card transactions at POS and ATMs and which is known only to the Cardholder and issued and disclosed thereto in a secure manner preventing its disclosure to others;
  30. **Agent** shall mean an adult, whether a Polish resident or non-resident, who has full legal capacity and who has been authorised by the Account Holder to administer funds deposited in the Holder's Account to the extent specified in the Account Terms and Conditions, including to make on behalf of and for the Account Holder such Payment Card transactions as are specified in the Agreement;
  31. **Bank Branch** shall mean a branch or other retail banking location of the Bank; For a complete list of Bank Branches, including their addresses and opening hours, visit the Bank Website;
  32. **Payer** shall mean (i) an Account Holder who submits a Payment Order and (ii) a Merchant who submits a transaction order resulting in the Holder's Account being credited with the amount of the transaction;
  33. **Domestic Payment** shall mean an electronically processed transaction initiated by a Payer or by or through a Payee, where the Payer's Payment Service Provider and the Payee's Payment Service Provider are both located in the Republic of Poland;
  34. **Cross-Border Payment** shall mean an electronically processed payment transaction initiated by a Payer or by or through a Payee, where the Payer's Payment Service Provider and the Payee's Payment Service Provider are located in different Member States;
  35. **Payment Account with Basic Features** shall mean the Payment Account referred to in Part V of the Account Terms and Conditions;

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36. **Digital Wallet** shall have the meaning assigned to it: (i) for Google Pay, Garmin Pay and Xiaomi Pay users – in the Terms and Conditions for the Use of Bank Pocztowy S.A. Payment Cards with Digital Wallets, or (ii) for Apple Pay user – in the Terms and Conditions for the Use of Bank Pocztowy S.A. Payment Cards with the Apple Pay Digital Wallet;
  37. **POS Terminal** shall mean an electronic terminal used to carry out operations at a point of sale, bank teller’s desk or counter at a financial institution other than a bank;
  38. **Account Holder or Holder** shall mean a natural person with whom the Bank has concluded a Payment Account and Payment Card Agreement or, in relation to a joint Account, each of the Joint Account Holders;
  39. **Merchant** shall mean a point of sale where a transaction is carried out;
  40. **Account** shall mean a current or other account operated by the Bank under an Agreement, which a Payment Card has been issued for;
  41. **Account Terms and Conditions** shall mean the Bank Pocztowy S.A. Personal Accounts Terms and Conditions;
  42. **Complaint** shall mean a statement made by a Cardholder to the Bank, whereby such person expresses a grievance about a service or services provided by the Bank;
  43. **Strong Cardholder Authentication** shall mean an authentication that is designed in such a way as to protect the confidentiality of the authentication data and that is based on the use of two or more elements categorised as:
    - a) knowledge of something which only the Cardholder knows,
    - b) possession of something which only the Cardholder possesses, and
    - c) and inherence, i.e. something which the Cardholder is,which are integral to such authentication and which are independent, in that the breach of one does not compromise the reliability of the others;
  44. **Force Majeure Event** shall mean an unforeseeable and unavoidable event which is beyond the control of any of the parties to the Agreement and which is attributable to external factors, including war, government action, civil commotion, terrorist attack, acts of God, etc.;
  45. **Bank Website** shall mean the website at [www.pocztowy.pl](http://www.pocztowy.pl), whose contents include, without limitation, information on the Bank, its product and service offering, Accounts, and the terms and conditions of payment services provided by the Bank;
  46. **Fees and Commissions Schedule** shall mean the ‘Bank Pocztowy S.A. Retail Banking Fees and Commissions Schedule’ applicable to the Account for which the Payment Card has been issued and effective as at the date of charging a fee or commission;
  47. **Payment Transaction** shall mean a Payment Card transaction, whether initiated by a Payer or a Payee, which consists in depositing, transferring or drawing funds, including, without limitation, a Cashless Transaction or Cash Deposit or Withdrawal;
  48. **Authorised Transaction** shall mean a payment transaction for which the Cardholder has given consent (Authorisation) in the form and manner specified in these Terms and Conditions;
  49. **Cashless Transaction** shall mean a payment for a product or service with a Payment Card, including a Cross-border Debit Card Cashless Payment Transaction;
  50. **Contactless Transaction** shall mean a payment Transaction made with a contactless Payment Card by placing it in close proximity to a Proximity Reader. Contactless Payment Cards are marked with the contactless payment symbol of the relevant card association;
  51. **Card-Not-Present Transaction** shall mean a transaction that does not require that a Payment Card be physically presented, such as a phone, postal or online transaction;
  52. **Unauthorised Transaction** shall mean a payment Transaction for which the Cardholder has not given consent (Authorisation) in the form and manner specified in these Terms and Conditions;
  53. **Cross-border Debit Card Cashless Payment Transaction** shall mean a service consisting in the execution of card-present and card-not-present cashless payment transactions with a debit card in a Member State other than Poland;
  54. **Cross-border Debit Card Cash Payment Transaction** shall mean a service consisting in the withdrawal of funds from a Consumer’s Payment Account in a Member State other than Poland either by using a dedicated device or at an outlet or branch of the Payment Service Provider;
  55. **Agreement** shall mean a personal bank account, Payment Card and electronic banking agreement between the Account Holder and the Bank, which defines their mutual rights and obligations thereunder and which together with these Terms and Conditions, the Account Terms and Conditions (to the extent

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- not provided for herein), and the Fees and Commissions Schedule constitute a framework contract as defined in the Payment Services Act;
56. **Payment Services Act** shall mean the Polish Payment Services Act of 19 August 2011;
  57. **Electronic Banking Service** shall mean a service consisting in providing online access to a Payment Account to enable the Account Holder to check the Account Balance, change cashless payment and debit card transaction limits or submit other instructions for the Account. As part of the Electronic Banking Service, the Bank provides access to: [1] the Online Banking Website, [2] the Mobile Application. For the trade names and functionalities of the Online Banking Website and the Mobile Application, refer to the Announcement;
  58. **Telephone Banking Service** shall mean a service consisting in providing telephone access to a Payment Account via the Bank Helpline to enable the Account Holder to check the Account Balance or submit other instructions for the Account. for the trade name and functionalities of the Telephone Banking Service, refer to the Announcement;
  59. **Authentication** shall mean a procedure that enables the Bank to confirm the Cardholder's identity or the validity of a specific payment instrument, including through the use of Individual Credentials;
  60. **Cardholder** shall mean (i) an Account Holder who has been issued a Payment Card, (ii) the Account Holder's Agent, or (iii) any other natural person who is at least 13 years of age and has been authorised by the Account Holder to carry out on his or her behalf such operations as are specified in the Agreement, in each case whose particulars have been placed on the Payment Card;
  61. **Cash Deposit** shall mean a service consisting in depositing cash into a Consumer Payment Account either by using a dedicated device or at a branch of outlet of the Payment Service Provider;
  62. **Withdrawal** shall mean a service consisting in withdrawing cash from a Consumer Payment Account either by using a dedicated device or at a branch of outlet of the Payment Service Provider;
  63. **Cash Deposit Machine** shall mean a device dedicated to making Cash Deposits into Accounts using Payment Cards issued therefor. For the list of available Cash Deposit Machines, visit the Bank Website;
  64. **Account Statement** shall mean a statement of transactions executed on the Account, including any Payment Card transactions, outstanding interest, commissions and fees due to the Bank, and such other information as may be required under the Payment Services Act, for a period of one calendar month;
  65. **Payment Card Issuance** shall mean the service consisting in issuing a Payment Card as defined in Article 2.15a of the Payment Services Act;
  66. **Xiaomi Pay** shall have the meaning assigned to it in the Terms and Conditions for the Use of Bank Pocztowy S.A. Payment Cards with Digital Wallets;
  67. **Card Blocking** shall mean a temporary suspension of the ability to perform transactions with a Payment Card or a temporary deactivation of a specific functionality thereof;
  68. **Card Cancellation** shall mean a permanent and irreversible deactivation of the ability to perform transactions with a Payment Card;
  69. **Payment Order** shall mean an instruction given by the Cardholder to the Bank through a Merchant to execute or settle a transaction.

### Clause 3

1. The purpose of a Payment Card is to enable the use of funds held in the Holder's Account by performing Payment Card transactions and other Payment Card operations as described herein.
2. The Payment Card is the property of the Bank.
3. The Account Holder shall procure that any Cardholder other than the Account Holder read and understand the Agreement, including these Terms and Conditions.
4. The Account Holder shall be liable for the use of any Payment Cards issued for the Holder's Account(s) to the extent provided for in the Agreement, including these Terms and Conditions.
5. The Account Holder shall have the right to give instructions for and obtain information on any Payment Card issued for his or her Account, regardless of whether the Cardholder holding the Payment Card is the Account Holder or another person.
6. A Cardholder other than the Account Holder may exclusively give instructions for and obtain information on the Payment Card which has been issued to him or her.
7. The Account Holder or any other Cardholder shall submit written instructions concerning the Payment Card or the Agreement as specified in these Terms and Conditions in person at a Bank Branch or by mail at the Bank's address.
8. The Electronic Banking Service may only be used under a separate Electronic Banking Agreement.

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9. Each reference herein to a 'written notice' or 'notice in writing' shall be a reference to such notice whether sent by mail or email to the correspondence or email address, as appropriate, provided by the Account Holder or given in such other manner as may be agreed with the Account Holder under the Agreement. If for technical reasons the Bank is unable to give notice to the Account Holder in a manner agreed with him or her, it may mail the notice to the Account Holder at the correspondence address provided by him or her. This shall not be deemed a breach of the Agreement.

## Part II Payment Card Issuance and Renewal

### Clause 4

1. Under the Agreement, the Bank shall, for the same Account, issue to each Cardholder no more than one Payment Card of a given type unless the Bank decides otherwise. For the types of Payment Cards that can be issued for a given Account, visit the Bank Website. This Clause 4.1 shall apply *mutatis mutandis* to renewed Payments Cards and those issued to replace cancelled ones.
2. In order for the Bank to issue a Payment Card, the Account Holder shall submit a relevant application upon execution of the Agreement or at a later time, subject to Clause 4.3 and Clause 4.4 hereof.
3. The Account Holder may apply for a Payment Card in writing, via the Telephone or Electronic Banking Service (if available to the Account Holder), or in any other manner made available by the Bank. Issuance of a Payment Card to an Account Holder with a limited legal capacity is subject to consent of the other Joint Account Holder or the person's legal representative. No Payment Card may be issued to a fully incapacitated person.
4. The Account Holder may apply for a Payment Card for himself or herself or for his or her Agent who is authorised to make transactions on behalf of and for the Account Holder. For the rules and procedure for appointing an Agent, refer to the Account Terms and Conditions.
5. For Payment Accounts with Basic Features, the Bank shall issue Payment Cards of one type only as specified by the Bank.
6. The Payment Card application is attached to the Agreement as an exhibit thereto.
7. Within 30 calendar days of receipt of a Payment Card application, the Bank shall issue the Payment Card applied for or notify the Account Holder of its refusal to grant the application in a manner agreed with the Account Holder. The Bank may refuse to issue a Payment Card if:
  - 1) information and/or documents provided to the Bank by the Account Holder or Cardholder who the Payment Card application has been filed for are found to be false or incorrect otherwise than by reason of an obvious clerical error;
  - 2) a previous Agreement for a Payment Card issued to same Cardholder or on application from the same Account Holder has been terminated by the Bank for reasons attributable to the Account Holder or the Cardholder who the new Payment Card is to be issued to;
  - 3) A notice to terminate the Agreement has been submitted;
  - 4) another application to issue a Payment Card to the same Cardholder has already been submitted, or the Cardholder has already been issued a Payment Card of the same type as the newly applied for the same Account;
  - 5) the Bank is unable to apply financial security measures in compliance with the Anti-Money Laundering and Combating the Financing of Terrorism Act of 1 March 2018.
8. The Bank may provide to the Cardholder via the Electronic Banking Service such Payment Card details as to enable the Cardholder to execute transactions using a mobile device or to execute Card-Not-Present Transactions.
9. To the extent that the Agreement applies to a Payment Card, it shall be deemed executed and effective for the Payment Card as of the date the Bank receives the Payment Card application unless the Bank refuses to issue the Payment Card under Clause 4.7 hereof. In the case of such refusal, the Agreement shall be deemed not to have been executed to the extent it applies to a Payment Card.
10. To the extent it applies to a Payment Card, the Agreement shall be concluded for a definite term ending on the last day of the month in which the Payment Card expires as indicated thereon, subject to Clause 7.1-2 hereof.

### Clause 5

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1. A Payment Card issued in physical form shall be mailed by the Bank to the correspondence address specified for the corresponding Account, subject to the condition that this address must not be a post office box. If the Payment Card issued is a Biometric Card, it shall be mailed with an electronic reader enabling the Cardholder to capture his or her fingerprint reference data. The Cardholder may assign a PIN to the Payment Card on his or her own using the relevant functionality in the Electronic Banking Service. For Virtual and Biometric Cards, this is the only PIN assignment method available. For other Payment Cards, the Bank also enables the option to have the PIN mailed to the correspondence address specified for the relevant Account. In such a case, a fee shall be charged for the mailing of the PIN in accordance with the Fees and Commissions Schedule.
  2. If within 30 days of the date of the Payment Card application, the Account Holder is notified of the Bank's refusal to issue the Payment Card or the Payment Card is not delivered, or within such time limit as is referred to in Clause 5.3.1 hereof no PIN is delivered, the Account Holder should call the Bank Helpline or visit a Bank Branch in person to determine the reasons why he or she has not received the Payment Card or PIN, as appropriate, and decide on the further course of action.
  3. Where the PIN is provided by mail, the Cardholder shall immediately notify the Bank if:
    - 1) he or she does not receive the PIN within 30 calendar days of receipt of the Payment Card,
    - 2) the integrity of the envelope he or she receives the PIN in has been breached.
  4. Upon receipt of the notification referred to in Clause 5.3 hereof, the Bank shall issue a new PIN.
  5. Immediately upon receiving a Payment Card, the Cardholder shall:
    - 1) if there is a dedicated box on the Payment Card – affix in it his or her signature which must match his or her specimen signature put on the Agreement;
    - 2) if the Payment Card is a Biometric Card, and the Cardholder wishes to use biometric Authentication – capture his or her fingerprint reference data on the Payment Card.
  6. The newly issued Payment Card shall be inactive (i.e. it cannot be used to make transactions, subject to Clause 4.8 hereof) until the Cardholder activates it in accordance with the instructions received with the Payment Card. The first card-present transaction with the Payment Card shall require entering the PIN.
  7. Any fees applicable to the Payment Card shall be charged to the Account it has been issued for in accordance with the Fees and Commissions Schedule, irrespective of whether the Payment Card has been activated.
  8. If the Cardholder fails to accept or collect a duly mailed parcel containing the Payment Card, the Bank shall cancel the Payment Card upon its return to the Bank.
  9. The Cardholder may on his or her own generate or change the PIN for the Payment Card via the Electronic Banking Service.

#### **Clause 6**

1. If the Payment Card is damaged or the Cardholder's identity details are changed, the Cardholder may apply to the Bank to issue a new Payment Card with a new PIN (if the Customer opted to have the PIN mailed to him or her) to replace the existing one. Such application may be submitted in accordance with Clause 4.3 hereof.
2. Upon receipt by the Bank of the application referred to in Clause 6.1 hereof, the Bank shall cancel the existing Payment Card, and the Cardholder shall be required to promptly destroy it so as to prevent its further use (this does not apply to Virtual Cards). The Account Holder may be held liable for any consequences of his or her failure to comply with this requirement.
3. The newly issued Payment Card shall have a new number and expiration date.
4. The newly issued Payment Card and PIN shall be delivered in accordance with Clause 5 hereof.

#### **Clause 7**

1. If the Account Holder does not notify the Bank in writing of his or her wish not to have the Payment Card renewed no later than two months prior to its expiration date, the Bank shall automatically renew the Payment Card (i.e. issue a Payment Card with the same number and a new expiration date) before it expires, subject to the provisions of this Clause 7. The Account Holder may also give such notice as is referred to in the preceding sentence via the Telephone or Electronic Banking Service, subject to the availability of such functionality.
2. The renewal of the Payment Card shall effectively extend the term of the Agreement until the expiration date of the renewed Payment Card.
3. The renewed Payment Card shall be delivered in accordance with Clause 5 hereof, subject to Clause 7.4 hereof.



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4. The renewed Payment Card shall have the same number and PIN as the old one. If warranted for technical or card security reasons, the Bank may renew the Payment Card with a new number and a new PIN.
  5. Upon receipt of the renewed Payment Card and its activation, the Cardholder shall be required to promptly destroy the old Payment Card so as to prevent its further use (this does not apply to Virtual Cards). Clause 5.5 hereof shall apply mutatis mutandis. The Account Holder may be held liable for any consequences of his or her failure to comply with this requirement.
  6. The Bank shall have the right not to renew the Payment Card and so not to renew the Agreement if:
    - 1) the Bank decides to discontinue issuing such Payment Cards as the one covered by the Agreement due to their unprofitability or to replace them with a new product that cannot be used under the same terms and conditions as the Payment Card;
    - 2) no Deposits, including Cash Deposits, are made into the Account, with its balance being nil or negative for at least six consecutive months;
    - 3) information and/or documents provided by the Account Holder or Cardholder whose Payment Card is to be renewed are found to be false or incorrect otherwise than by reason of an obvious clerical error;
    - 4) the Account Holder or Cardholder whose Payment Card is to be renewed has breached any of the card security and protection provisions of the Agreement or of Clause 22.1 hereof.
  7. The Bank may, without amending the Agreement, change the type of the Payment Card issued to the Cardholder prior to its expiration or upon its renewal or, following its cancellation, upon issuing a new Payment Card to replace it, if the Bank discontinues Payment Cards of the same type following termination of its collaboration with the Card Association offering such cards or following termination by an external partner of a loyalty scheme affecting additional services offered with the Payment Card or its functionalities.
  8. If the Payment Card is replaced with one of a different type, it shall be assigned a new number, expiration date, and PIN.
  9. When replacing the Payment Card under Clause 7.7–8 hereof, the Bank shall deliver the new Payment Card to the Cardholder together with instructions on how to handle the replaced card and the new one.
  10. If the new Payment Card is not activated or if the deadline specified by the Bank in the instructions provided therewith has passed, the replaced Payment Card shall be cancelled upon expiry of that deadline.
  11. No application needs to be submitted for replacement of the Payment Card under Clause 7.7–10 hereof, with any costs of such replacement to be covered by the Bank.

## **Part III            Use of the Payment Card**

### **Clause 8**

1. The Payment Card may only be used by its Cardholder during its validity period as indicated on the Payment Card and exclusively for purposes other than business-related transactions.
2. When using the Payment Card, the Cardholder shall comply with the provisions of the Agreement, including these Terms and Conditions.

### **Clause 9**

1. The Payment Card may be used to make Cashless Transactions (payments), withdraw cash and use other services available in Poland and abroad, subject to Clause 9.2–3 hereof:
  - 1) at points of sale, ATMs and Cash Deposit Machines marked with the same Payment Card acceptance symbol as the one placed on the Payment Card;
  - 2) with the Payment Card not present (if the Payment Card enables execution of Card-Not-Present Transactions):
    - a) by phone,
    - b) by mail,
    - c) online.
2. The Bank shall enable Card-Not-Present Transactions for certain types of Payment Cards. For information on the availability of Card-Not-Present Transactions, refer to the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl).

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3. A Payment Card issued for a Payment Account with Basic Features cannot be used to make Cashless Transactions or withdraw cash in countries other than Member States.
  4. Payment Card transactions shall be executed in the currency of the country in which they are ordered or in the Merchant's currency.
  5. Where a Merchant or other entity offers a currency conversion service so that a payment transaction is executed in a currency other than the currency of the country in which it is ordered, immediately prior to initiating the payment transaction, the Merchant or such other entity, as appropriate, should notify the Cardholder of the exchange rate to be applied to convert the currency in the Payment Transaction and of any fees applicable thereto to be charged by the entity. This is required as the use by the Cardholder of a currency conversion service at an ATM or point of sale or through a Payee may involve application by the currencies conversion service provider of fees or an exchange rate which are not known to the Bank. If the Cardholder uses such currency conversion service as is referred to above, he or she shall be deemed to have consented to the application of the exchange rate and related fees as notified to the Cardholder.
  6. For a payment transaction to be executed in a European Economic Area (EEA) Member State in a currency of an EEA Member State other than the currency of the Account, the Bank shall notify the Cardholder of the total currency conversion charges as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank as follows:
    - 1) online on the Bank Website – in an easily accessible manner so as to enable the Cardholder to learn the amount of such charges prior to the initiation of the payment transaction;
    - 2) by email – immediately upon receiving the Payment Order at the email address provided by the Cardholder.
  7. If the Agreement is concluded before 19 April 2021, the Bank shall provide such notice as is referred to in Clause 9.6.2 to all Cardholders who have provided their email addresses to the Bank for communication purposes. Where the Cardholder has not provided his or her email address to the Bank, he or she may at any time request that such notice be provided to him or her by notifying the Bank of his or her email address.
  8. The Cardholder may at any time waive such notice as is referred to in Clause 9.6.2 hereof. The Cardholder may also at any time cancel such waiver by expressing his or her wish to again receive such notice as is referred to in Clause 9.6.2. The Cardholder may express his or her wish to waive/receive again such notice in person at a Bank Branch, by calling the Bank Helpline, or via the Electronic Banking Service (subject to the availability of such functionality). The expression of such wish shall apply to all Payment Cards issued to the Cardholder by the Bank.
  9. The Bank shall execute transaction instructions based on the Unique Identifier of the Payment Card, which is its number or, for mobile payments, the number of its virtual counterpart. When using the Payment Card to make a transaction, the Cardholder shall be deemed to have ordered its execution if he or she authenticates the transaction for Authorisation purposes in accordance with Clause 9.10 hereof. If such order is placed through a Merchant, the Bank shall receive it for settlement within the time limit specified in Clause 16.1 hereof.
  10. The Cardholder shall effect the Authentication for transaction Authorisation purposes:
    - 1) by entering the relevant PIN, scanning his or her fingerprint (biometric Authentication), inserting the Payment Card in the POS Terminal and entering the relevant PIN, or signing the proof of Authorized Transaction;
    - 2) for ATM transactions – by entering the relevant PIN;
    - 3) for Contactless Transactions – by placing the Payment Card in close proximity of a Proximity Reader ('tapping'), subject to the following conditions:
      - a) a Contactless Cashless Transaction up to the maximum amount set individually by the relevant Card Association for a given country (Cardholder Verification Limit) does not require Authentication by entering the PIN as long as:
        - the amount of such transaction does not exceed the per-transaction Cardholder Verification Limit up to which a single Contactless Transaction does not require Strong Cardholder Authentication under applicable laws or regulations, and
        - the amount of such transaction does not cause exceedance of the aggregate Cardholder Verification Limit whose reaching in a certain period of time by all Contactless Transactions under the per-transaction Cardholder Verification Limit conducted in that period triggers the legal or regulatory requirement to apply Strong Cardholder Authentication to each subsequent contactless transaction to be conducted in the same period regardless of its amount, or
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- the transaction does not cause exceedance of the maximum number of consecutive Contactless Transactions under the per-transaction Cardholder Verification Limit which can be conducted over a certain period of time without triggering the legal or regulatory requirement to apply Strong Cardholder Authentication to each subsequent contactless transaction to be conducted in the same period regardless of its amount,
  - b) each Contactless Cashless Transaction over the per-transaction Cardholder Verification Limit set individually by the relevant Card Association for a given country requires authentication by entering the PIN,
  - c) each Contactless Cash Transaction requires authentication by entering the PIN,
  - d) the Contactless Transaction Authentication requirements referred to in Clause 9.10.3(a)–(c) hereof do not apply to Contactless Transactions made with a Biometric Card. All such transactions, regardless of their amount, require biometric Authentication with the Cardholder’s fingerprint or, where such Authentication fails or is not possible, inserting the card in the POS Terminal and entering the PIN,
  - e) irrespective of the amount of the Contactless Transaction and the Payment Card used, for transaction security reasons the Bank or the Merchant may require (if technically feasible) that the Cardholder authenticates the Contactless Transaction by entering the PIN or that he or she make the transaction by inserting the Payment Card in the POS Terminal and entering the PIN or signing the proof of transaction,
  - f) subject to Clause 9.10.3(a) hereof, the per-transaction Cardholder Verification Limit is set by Card Associations and as such is subject to change. The Bank shall communicate the Cardholder Verification Limit effective in Poland online on the Bank Website as well as in information materials delivered with the Payment Card,
  - g) executing a Contactless Transaction may result in unauthorised overdraft in the Account as referred to in Clause 15 hereof. The Cardholder shall perform Contactless Transactions with due care so as to avoid such overdraft,
  - h) notwithstanding the foregoing, to the extent permitted by law, the Bank may waive the requirement to authenticate Contactless Transactions by entering the PIN or to make the transaction by inserting the Payment Card in the POS Terminal and entering the PIN or signing the proof of transaction.
- 4) when using a Cash Deposit Machine to deposit funds in the Account – by using the Payment Card and entering the Cardholder’s Individual Credentials (this service is not available for Virtual Cards);
  - 5) for Card-Not-Present Transactions – by providing the number of the Payment Card, its expiration date and (if required) CVC2 as well as the Cardholder’s full name and/or other credentials;
  - 6) for Apple Pay, Google Pay, Garmin Pay, or Xiaomi Pay transactions – by complying with the authentication requirements under their respective Digital Wallet terms and conditions;
  - 7) by any other means of authentication as agreed between the Bank and the Cardholder.
11. The signature that the Cardholder affixes to a proof of transaction must match his or her specimen signature on the Payment Card and on the Agreement (this requirement shall not apply to Virtual Cards). If the signature affixed by the Cardholder on a proof of transaction does not match his or her specimen signature as referred to in the preceding sentence, this shall not release the Account Holder from liability for the Authorised Transaction.
12. A Merchant may refuse to accept a Payment Card transaction if:
- 1) the Payment Card has expired,
  - 2) the Payment Card has been blocked or cancelled,
  - 3) the signature on the debit document does not match the signature on the card,
  - 4) the Cardholder refuses to present his or her Identity Document,
  - 5) the Payment Card is being used by an unauthorised person,
  - 6) the transaction cannot be accepted for technical reasons.
13. Where any of Clause 9.12.1–3 or Clause 9.12.5 hereof applies or if requested by the acquirer, the Merchant shall also have the right to retain the Payment Card. Where a Merchant has reasonable grounds to doubt the identity of the person using the Payment Card, the Merchant may request that the he or she present an Identity Document confirming that he or she is the Cardholder whose particulars are on the Payment Card.
14. Where an Authorised Transaction is initiated through or by a Payee, the Cardholder may not cancel the Payment Order following its submission to the Bank. The Cardholder may revoke a deferred Payment
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Order as defined in the Payment Services Act no later than the end of the Banking Day preceding the agreed date of debiting the relevant Payment Account.

15. The Cardholder shall retain proofs of transactions in order to be able check whether they have correctly settled in the Account.
16. The Cardholder may disable and re-enable contactless payments with a contactless Payment Card. For information on how to do it, refer to the Bank Website or call the Bank Helpline.
17. Consent to execute a payment transaction may also be given via the Payee or the Payee's Payment Service Provider.

**Clause 10**

1. Payment transactions may be executed up to the available Account Balance in the relevant Payment Account, subject to the Transaction Limit Applicable in the Ordinary Course of Administering the Account and other applicable Transaction Limits. The Bank shall communicate the amounts of the Transactions Limits to the Cardholder by specifying them in these Terms and Conditions, in the Electronic Banking Service, online on the Bank Website, and at the Cardholder's request made by phone or in person at a Bank Branch.
2. In order to enhance the Cardholder's transaction security, the Bank and the Account Holder acknowledge and agree that the following Transaction Limits shall apply to the amount and number of transactions that can be performed using a particular Payment Card:

Debit Card Transaction Limits:	Pre-set amount limit	Pre-set maximum number of transactions
1. Daily limits for cash and cashless Payment Card transactions (maximum amount limit: PLN 6,000.00)	PLN 6,000.00	No defined separately
1.1. including POS cash and cashless transaction limits (maximum amount limit: PLN 6,000.00)	PLN 6,000.00	15
1.1.1. including online transaction limits (maximum amount limit: PLN 6,000.00)	PLN 0.00/500.00 (PLN 0 for Payment Cards issued until 31 May 2020; PLN 500 for cards issued from 1 June 2020)	15
1.2. including limits for ATM Withdrawals (maximum amount limit: PLN 6,000.00)	PLN 6,000.00	5

3. The Account Holder may change the pre-set daily limits on the amount and number of Payment Card transactions up to the maximum limits with the proviso that no lower-tier limit may exceed a higher-tier limit. In certain cases, at the Account Holder's request, the Bank may increase the maximum daily limits on the amount and number of transactions made using a Payment Card on terms and conditions agreed individually between the Account Holder and the Bank, subject to any requirements existing under applicable laws and regulations.
4. The Bank shall change the maximum amount or type of daily Payment Card transaction limits:
  - 1) if such change is required as a result of amendments made to applicable legislation,
  - 2) for legitimate transaction security reasons,
  - 3) if such change is prompted by changes in product functionalities resulting from technological changes that make it impossible to maintain the existing limits,
  - 4) if the Card Association whose symbol the Payment Card is marked with amends its regulations so as to necessitate such change in the Transaction Limits.
5. Any changes in the Transaction Limits shall be introduced in accordance with Clause 33 hereof.

**Clause 11**

1. The Payment Card may be used to make transactions 24 hours a day, subject to Clause 11.2–4 hereof.
2. The Bank reserves the right to carry out upgrades of and technical maintenance on the system used to deliver the Payment Card Service, during which performance of Payment Card transactions may be impossible or subject to limitations. The Bank shall notify Cardholders of any scheduled disruptions in or

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- limitations on the Payment Card Service by posting a relevant notice in the 'News' section on the Bank Website and by providing information via the Bank Helpline.
3. The Bank reserves the right to refuse to execute a Payment Card transaction if:
    - 1) its Authentication fails,
    - 2) the Available Account Balance is insufficient or executing the transaction would result in exceeding a Transaction Limit,
    - 3) the Payment Card has not be activated, has expired or has been blocked or cancelled,
    - 4) funds in the Account have been placed on hold,
    - 5) the Account has been frozen (i.e. no Deposits can be made into the Account or Drawdowns on the Account, including Cash Deposits or Withdrawals) or closed, or the Agreement has been terminated,
    - 6) such refusal is required by law,
    - 7) the Account which the Payment Card has been issued for is a Payment Account with Basic Features and the Cardholder is attempting to make a transaction in a country other than a Member State,
    - 8) when the person placing the Payment Order for a payment transaction can be reasonably suspected not to be authorised to place it or access by that person to the service to be unlawful.
  4. The Bank shall communicate to the Cardholder its refusal to execute a transaction, including, where possible, the reason(s) therefor, by displaying or otherwise transmitting a relevant notice at or through the Merchant unless such communication is prohibited by law or a decision of a competent authority.
  5. The Bank shall be liable for the consequences of any defectively executed transaction or refusal to execute a transaction under the Civil Code and the Payment Services Act.

#### **Clause 12**

1. Upon receipt from or through a Payee of a request for permission to execute a payment transaction, the Bank shall grant its permission to execute it up to the Available Balance in the Payer's Account and up to the applicable Transaction Limit and accordingly place on hold funds in that Account equal to the amount of the transaction to be executed, subject to Clause 12.2 hereof.
2. If the exact amount of the transaction is unknown at the time when the Cardholder gives his or her consent to its execution, the Bank, when granting its permission to the transaction as referred in Clause 12.1 hereof, shall place funds in the Payer's Account on hold only on condition that the Cardholder has consented to placing on hold a specific maximum amount in that Account.
3. If a transaction is to be executed in a currency other than the currency of the Account, the amount placed on hold in the Account may differ from the amount which is actually debited therefrom as the Card Association or the Bank may convert the amount of the transaction at different exchange rates when placing the corresponding funds on hold and when settling the transaction. Such difference may result in unauthorised overdraft in the Account.
4. The Bank shall release the funds placed on hold in the Holder's Account in accordance with Clause 12.1–2 hereof immediately upon receipt of the Payment Order and information about the specific payment transaction.
5. Any amounts placed on hold in accordance with Clause 12.1–3 hereof shall decrease the available Account balance until the earlier of settling the transaction and releasing the hold.
6. If a transaction is not settled, the funds placed on hold shall be released no later than within 14 days.
7. If within the time limit specified in Clause 12.6 hereof the transaction is not settled, the hold shall be released and the amount of the transaction that was not settled shall increase the available Account balance.
8. The Bank shall have the right to debit the Account with the amount of the transaction it receives for settlement after expiry of the time limit referred to in Clause 12.6 and with any fees and commissions applicable to the transaction on the date the Bank receives the transaction for settlement.
9. Certain transactions, including, without limitation, Contactless Transactions, do not require the Bank's prior approval and as such do not involve placing any amounts on hold. The amount of such transaction shall be settled in the Account upon its receipt by the Bank for settlement.

#### **Clause 13**

1. An ATM or Cash Deposit Machine may capture the Payment Card if:
  - 1) a wrong PIN is entered at the ATM or Cash Deposit Machine,
  - 2) the Payment Card has expired or has been blocked or cancelled,
  - 3) the Cardholder fails to use the ATM or Cash Deposit Machine properly,
  - 4) the ATM or Cash Deposit Machine has malfunctioned.

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2. The Cardholder shall promptly notify the Bank if an ATM or Cash Deposit Machine captures his or her Payment Card which has not expired or has not been cancelled.

#### **Clause 14**

1. If the Cardholder enters a wrong PIN for the Payment Card three times in a row on a single day, whether in the same device or in different devices, the Bank may prevent him or her from making any transactions requiring entry of the PIN until the end of the day.
2. If the Cardholder loses or forgets the PIN, he or she should apply to the Bank for a new one either in person at a Bank Branch or via the Telephone or Electronic Banking Service. The Bank shall deliver the new PIN in accordance with Clause 5 hereof.
3. The Cardholder may change the PIN:
  - 1) at ATMs of selected ATM networks in accordance with the instructions provided in the information materials on the Payment Card,
  - 2) via the Electronic Banking Service,
4. Changing the PIN may require using the Payment Card and entering its PIN or using another Strong Cardholder Authentication method.

## **Part IV. Settlement of transactions and foreign exchange rates**

#### **Clause 15**

The Account Holder shall ensure that his or her Account balance is at all times sufficient to settle any transactions made by the Account Holder and cover any fees and commissions due to the Bank. If the Account Holder fails to ensure such balance, settlement of transactions made by him or her or charging fees or commissions to his or her Account may result in unauthorised overdraft therein.

#### **Clause 16**

1. A Payment Order shall be deemed received (i.e. a payment transaction shall be deemed received for settlement) at the time the Bank receives it. The Bank has no control over the date it receives a Payment Order on. If the Bank receives a Payment Order on a date other than a Banking Day, the order shall be deemed received on the first Banking Day following that date. The Bank shall not debit the Account prior to receiving a Payment Order.
2. The Bank shall settle the transaction and any applicable fees and commissions in the Account no later than the next Banking Day. Such settlement is made on the date the transaction is posted to the Account.
3. The Account shall be operated in the currency specified in the Agreement. The Bank shall settle all payment transactions, whether made in the currency of the Account or in any other currency, in the currency of the Account, with any amounts in other currencies converted into the currency of the Account using the transaction settlement currency, i.e. the euro, in accordance with Clause 16.4–5 hereof.
4. Mastercard shall convert any payment transactions made in a currency other than the currency of the Account or the euro into the euro at the exchange rate applied by Mastercard on the settlement date. For exchange rates applied by Mastercard, refer to its website at [www.mastercard.com](http://www.mastercard.com).
5. The amounts of payment transactions made in the euro and the amounts calculated in accordance with Clause 16.4 hereof shall be converted into the currency of the Account at the Bank's reference selling rate for foreign exchange assets in effect on the settlement date. Any revision in the Bank's reference exchange rate shall come into effect without notice immediately upon adoption. The effective reference exchange rate shall be communicated to the Account Holder as follows:
  - 1) by stating it on Account Statements in the description of each transaction which it was applied to convert currency,
  - 2) at any request of the Account Holder or Cardholder, whether made in person at a Bank Branch, by calling the Bank Helpline, or by mail at the Bank's address,
  - 3) by posting it on the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl).
6. The Bank shall settle in the Account any payment transactions which it receives for settlement, including transactions which do not involve placing any amounts on hold, and shall charge to the Account any fees applicable under the Agreement to the use of the Payment Card and additional services, if any, as well as any costs arising from improper use of the Payment Card.

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#### Clause 17

1. A statement of payment transactions and any fees and commissions applicable thereto shall be included in the Account Statement as its integral part, and the Bank shall deliver it in the manner specified in the Agreement, including the Account Terms and Conditions.
2. A statement of Payment Card transactions shall include:
  - 1) information enabling the Account Holder to identify each transaction and its Payee/Payer,
  - 2) the amount of each transaction in the currency in which the Account was debited,
  - 3) the amount and other relevant details of any fee charged for each of the transactions and information on any interest due from the Account Holder,
  - 4) the exchange rate applied by the Bank to payment transactions settled in accordance with Clause 16.3 hereof and their amounts following currency conversion if a given transaction involved such conversion,
  - 5) transaction settlement dates.
3. For information on how to notify the Bank if the Account Holder does not receive an Account Statement and how to order a statement of Payment Card transactions or a duplicate Account Statement, refer to the relevant provisions of the Agreement and the Account Terms and Conditions.

## Part V. Complaints and liability

#### Clause 18

1. If the Account Holder or Cardholder is dissatisfied with the quality of the Bank's services, he or she may file a Complaint with the Bank, subject to the provisions of this Part V. A Complaint may be filed at any time; however filing it as soon as the Account Holder or Cardholder's grievance about the Bank's services arises will facilitate and accelerate its processing by the Bank.
2. The Account Holder shall monitor any information he or she receives from the Bank on Payment Card transactions promptly notify the Bank if he or she identifies any transactions that were not unauthorised, were not executed, or were authorised but were incorrectly settled in accordance with Clause 18.3 hereof.
3. Subject to Clause 18.11 hereof, the Account Holder may file with the Bank:
  - 1) a written Complaint, whether (i) in person at any Bank Branch or Post Office Outlet, including the one indicated in the Agreement with (for the addresses of Bank Branches and Post Office Outlets, refer to the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl)), (ii) by mail within the meaning of Article 3.21 of the Postal Law of 23 November 2012, sent to such branch or outlet or to the Bank's registered office at ul. Jagiellońska 17, 85-959 Bydgoszcz, Poland, (in the latter case with the Complaint marked for the attention of Wydział Obsługi Reklamacji (Complaints Department)), or (iii) via electronic means to the Bank's Electronic Service Address as referred to in Clause 2.1 hereof;
  - 2) an oral Complaint by calling the Bank's helpline at +48 (52) 3499 499 or by dictating it in person to a Bank Branch or Post Office Outlet employee, who shall minute the meeting and the Complaint;
  - 3) an online Complaint by using the dedicated contact form available on the Bank Website at [www.pocztowy.pl](http://www.pocztowy.pl) or in the Electronic Banking Service, or an email Complaint at [informacja@pocztowy.pl](mailto:informacja@pocztowy.pl).
4. In order for a Complaint to be processed efficiently, when submitting it, the Account Holder or Cardholder should:
  - 1) provide his or her contact details, including his or her full name, correspondence address, email address, and telephone number,
  - 2) provide a detailed description of the situation or problem,
  - 3) attach any documents relating to the transaction or other operation being complained about, such as copies of any confirmations received when performing the transaction and/or any other relevant documents.
5. If requested by the Account Holder, the Bank shall confirm the receipt of the Complaint in a manner agreed with the Account Holder (for Complaints submitted otherwise than in writing). The Parties acknowledge and agree that unless they agree otherwise, receipt of a Complaint shall be deemed confirmed if the Account Holder is provided with the reference number that was assigned to the Complaint on its submission.

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6. If the Account Holder fails to make such notification as is referred to in Clause 18.2 hereof within 13 months from the date of debiting the Account for which the Payment Card has been issued with the amount of an unauthorised or incorrectly settled transaction or from the date an Authorised Transaction was to have been executed, as appropriate, any claims of the Account Holder towards the Bank in connection with such transaction shall become time-barred.
  7. Clause 18.6 hereof shall not apply if the Bank has failed to provide the Account Holder with a statement of Payment Card transactions in accordance with Clause 17 hereof.
  8. The Bank shall respond to a Complaint submitted in accordance with this Clause 18 in writing or by using other Durable Medium as agreed with the Account Holder with the proviso that a response by email is only possible at the Account Holder's request.
  9. The Bank shall decide each Complaint received from the Account Holder without undue delay, but in any case no later than within 15 Banking Days of the date of its receipt. The time limit for responding to a Complaint shall not be deemed exceeded if the response is dispatched prior to its expiry.
  10. Where a Complaint concerns particularly complicated matters and thus cannot be decided and responded to within the time limit prescribed in Clause 18.9 hereof, the Bank shall notify the Account Holder of:
    - 1) the delay and the reasons therefor,
    - 2) the facts that must be established in order for the Complaint to be decided,
    - 3) the expected time it will take to decide the complaint and respond to the complainant, which must not exceed 35 Banking Days from the date of receipt of the Complaint.If the Bank misses the time limit referred to in Clause 18.9 hereof or, where appropriate, the time limit referred to in Clause 18.10 hereof, the Complaint shall be deemed decided in the Account Holder's favour.
  11. The Bank may request that the Account Holder provide the Bank with a copy of the proof of transaction or other document confirming the merits of his or her Complaint.
  12. Subject to Clause 18.6, where the Holder's Account is debited with the amount of an Unauthorised Transaction, the Bank shall refund to the Account Holder its amount or restore his or her Account to the state in which it would have been if the Unauthorised Transaction had not been executed as soon as practicable but in any case no later than by the end of the Banking Day following the date on which the Unauthorised Transaction is reported or otherwise notified to the Bank. In such a case, the credit Value Date for the Account shall be no later than the date the amount was debited. The Bank shall not perform its obligations under this Clause 18.14 where it has reasonable and duly documented grounds to suspect fraud; in such case the Bank shall report its suspicion to competent law enforcement authorities.
  13. With respect to the Payment Card issued to him or her, a Cardholder other than the Account Holder shall also have the right to file a Complaint with the Bank under this Clause 18.

#### **Clause 19**

1. Subject to Clause 19.2 hereof, the Account Holder shall be liable for any Unauthorised Transactions up to the PLN equivalent of EUR 50 determined at the mid exchange rate announced by the National Bank of Poland (NBP) and effective on the execution date of the Unauthorised Transaction, provided that such transaction is the result of:
    - 1) unauthorised use of a Payment Card that has been lost by or stolen from a Cardholder,
    - 2) misappropriation of a Payment Card.
  2. The Account Holder shall not be liable under Clause 19.1 hereof if:
    - 1) the Account Holder or Cardholder was unable to detect the loss, theft or misappropriation of the Payment Card prior to its use to execute an Unauthorised Transaction, except where such transaction is the result of the Account Holder or Cardholder's wilful act or omission; or
    - 2) the loss of the Payment Card prior to the execution of the Unauthorised Transaction was caused by an act or omission of a Bank employee, agent or Branch or of an entity providing to the Bank technical services supporting provision of payment services, and such person or entity has not received any funds as a result of the payment transaction; or
    - 3) The Bank did not require Strong Authentication of the Cardholder for the Unauthorised Transaction, except where such transaction is the result of the Account Holder or Cardholder's wilful act or omission.
  3. The Account Holder shall be liable for the full amount of any unauthorised Payment Card transactions resulting from the Cardholder's wilful act or omission or grossly negligent breach of any of the obligations under Clause 22.1 hereof.
  4. Following submission of a request to cancel a Payment Card as provided for in Clause 24 hereof or if the Bank fails to enable submission of such requests at any time, the Account Holder shall not be liable for any
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Unauthorised Transactions made using the Payment Card, except where such transaction is the result of the Cardholder's wilful act or omission.

**Clause 20**

1. Where the Account has been debited with the amount of an Authorised Transaction initiated by or through a Merchant (Payee), the Account Holder may request that the Bank refund him or her such amount if:
  - 1) the exact amount of the Authorised Transaction was not specified at the time of its Authorisation by the Cardholder, and
  - 2) the amount of the Authorised Transaction is higher than the amount the Account Holder could reasonably expect in view of the type and value of the previous transactions made by the Cardholder, the provisions of the Agreement, and other relevant circumstances.
2. At the Bank's request, the Account Holder shall present facts confirming satisfaction of the conditions under Clause 20.1 hereof. The Account Holder shall be barred from invoking foreign exchange movements to prove satisfaction of the condition under Clause 20.1.2 hereof, if currency in the payment transaction was converted at the applicable Reference Exchange Rate agreed with the Bank.
3. If Clause 20.1 hereof applies, the Bank shall refund the full amount that was debited from the Account. The credit Value Date for the Holder's Account shall be no later than the date the amount was debited.
4. The Account Holder shall not be entitled to a refund of the amount of an Authorised Transaction initiated by a Merchant if:
  - 1) The Cardholder has given his or her consent to the Authorised Transaction directly to the Bank and
  - 2) the Bank or the Merchant notifies the Account Holder of the pending Authorised Transaction in a manner agreed with him or her at least four weeks before its execution date, or
  - 3) the Bank or the Merchant makes available a notice of such Authorised Transaction to the Account Holder in a manner agreed therewith for a period of at least four weeks before the execution date of the Authorised Transaction.
5. The Account Holder may request such refund as is referred to in Clause 20.1 hereof within eight weeks from the date his or her Account is debited with the amount of the Authorised Transaction.
6. Within ten Banking Days of receiving a request for a refund, the Bank shall refund, or refuse to refund, the full amount of the Authorised Transaction; in the latter case, the Bank shall provide the Account Holder with a statement of reasons for the refusal, indicating the authorities which the Account Holder may appeal to if he or she disagrees with the statement.

**Clause 21**

The Bank shall be liable towards the Account Holder for any failure to execute, or correctly execute, a Payment Order for an Authorised Transaction, including failure to execute it on time, under the relevant provisions of the Account Terms and Conditions.

**Part VI. Payment Card Security and Protection**

**Clause 22**

1. The Cardholder shall:
  - 1) protect the Payment Card and its data from loss, destruction or damage;
  - 2) store the Payment Card and protect his or her Individual Credentials, including the PIN, with due care;
  - 3) store the Payment Card separately from the PIN;
  - 4) promptly report to the Bank the loss or destruction of the Payment Card or any disclosure of his or her Individual Credentials, including the PIN, to unauthorised person;
  - 5) prevent any unauthorised access to the Payment Card or his or her Individual Credentials;
  - 6) not disclose the Payment Card details for any purpose other than to make a transaction or report the loss of the Payment Card,
  - 7) immediately report the loss of the mobile phone (including the SIM card) or change in the mobile phone number used in connection with the 3-D Secure service or any other Payment Order authentication method as well as prevent any third-party access to such mobile phone.

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2. The Account Holder shall be liable for any failure by the Cardholder to comply with the provisions of Clause 22.1 hereof.
  3. If the Bank suspects unauthorised use of the Payment Card, the Bank may call or text the Account Holder to confirm the transaction. The Account Holder shall be contacted otherwise than by text message where the Bank has not been requested by a Merchant for a permission to carry out the suspected Unauthorised Transaction.

#### **Clause 23**

Under no circumstances does anyone have the right to demand that the Cardholder disclose the PIN or any part thereof.

## **Part VII. Payment Card blocking and cancellation**

#### **Clause 24**

1. Upon learning that the Payment Card has been lost, stolen, appropriated, or used or accessed without authorisation, the Cardholder, the Account Holder or the Cardholder or Account Holder's legal representative who is not a Cardholder shall promptly notify the Bank that such situation has occurred to have the Payment Card cancelled.
2. Such notice as is referred to in Clause 24.1 may be given:
  - 1) by phone at the 24/7 telephone number dedicated to cancelling Payment Cards, which is indicated on the Payment Card and in the information materials delivered therewith, or
  - 2) via the Telephone or Electronic Banking Service, subject to the availability of such functionality.
3. If the Payment Card cannot be cancelled by notifying the Bank in a manner provided for in Clause 24.2, the Cardholder, the Account Holder or the Cardholder or Account Holder's legal representative who is not a Cardholder shall give such notice as is referred to in Clause 24.1 to the Bank in person and in writing at any Bank Branch.
4. The Bank shall have the right to request that the Cardholder, the Account Holder or the Cardholder or Account Holder's legal representative provide a written confirmation of the notice given under this Clause 24 to cancel the Payment Card, including a description of the situation prompting the cancellation.
5. If the Payment Card has been stolen or used by an unauthorised person, the Cardholder, the Account Holder or the Cardholder or Account Holder's legal representative shall be required to report the situation to the Police apart from having the Payment Card cancelled.

#### **Clause 25**

1. If cancelled, the Payment Card may not be used. If it is recovered, it must be permanently destroyed so as to prevent its further use (this does not apply to Virtual Cards).
2. Upon recovering a cancelled Payment Card, the Cardholder or his or her legal representative shall promptly notify the Bank of its recovery and confirm its subsequent destruction.

#### **Clause 26**

1. If the Payment Card is cancelled by the Account Holder or the Cardholder or his or her legal representative as referred to in Clause 24 hereof, the Bank may in its place, at the request of the Cardholder or his or her legal representative, issue a new Payment Card with a new number, subject to Clause 26.3–4 hereof. In such a case, the term of the Agreement shall automatically extended until the expiry date of the new Payment Card.
2. A new Payment Card in place of a cancelled one shall be issued in accordance with the relevant provisions of Clause 5 hereof and subject to the Transaction Limits defined in Clause 10 hereof.
3. The Account Holder or his or her legal representative shall have the right to waive the issuance of a new Payment Card in place of a cancelled one. Such waiver must be submitted upon giving notice to the Bank to cancel the Payment Card. Such waiver shall constitute termination of the Agreement to the extent it applies to the Payment Card.
4. The Bank may refuse to issue a new Payment Card in place of a cancelled one if Clause 7.6.1 hereof applies.

#### **Clause 27**

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1. The Bank shall have the right to block or cancel the Payment Card:
    - 1) for legitimate Payment Card security reasons,
    - 2) if it has reasonable grounds to suspect unauthorised use of the Payment Card or a wilful act or omission intended to cause or enable such unauthorised use.
  2. The Bank shall notify the Cardholder prior to blocking or cancelling his or her Payment Card or, where giving such prior notice is not possible, as soon as practicable after the Payment Card is blocked or cancelled. Such notice shall be given by phone or, where that is not possible, in writing, subject to Clause 27.3 hereof.
  3. The Bank shall not notify the Cardholder of his or her Payment Card having been blocked or cancelled where giving such notice is unadvisable for security reasons or is prohibited by law.
  4. The Bank shall unblock a blocked Payment Card or issue a new Payment Card in place of a cancelled one when the reasons for blocking or cancelling the Payment Card no longer exist.

## **Part VIII. Additional Services**

### **Clause 28**

1. The Bank may make available to the Account Holder or other Cardholder Payment Card-linked services or products, including insurance products (jointly "Additional Services"). If an Additional Service requires payment, it shall be made available only on application by the Account Holder.
2. Information on Additional Services, including their terms and conditions, shall be provided to the Account Holder prior to the conclusion of the Agreement or, if an Additional Service is introduced during its term, at a later date upon delivery to the Account Holder of an Account Statement or in the form of a separate notice, as well as being published on the Bank Website.
3. Prior to using an Additional Service, the Cardholder shall be required to read its terms and conditions.
4. Where an Additional Service does not require payment by its user, the Account Holder or other Cardholder may be covered by such service without making any additional declaration of his or her wish to use it as long as no such declaration is required under the agreement between the Bank and the Additional Service provider.
5. Additional Services which are optional may be provided to the Cardholder at the Account Holder's request and subject to the former's consent given in accordance with the relevant terms and conditions of the service; the Account Holder may also request that provision of such service be terminated in accordance with its terms and conditions. Giving consent to provision of an optional Additional Service shall be subject to accepting its terms and conditions.
6. When using Additional Services, the Cardholder shall comply with their terms and conditions.
7. Provision of an Additional Service may be subject to the Cardholder's consent to disclosure of his or her personal data to the Additional Service provider.
8. Subject to Clause 28.5 hereof, the Bank may charge or collect additional fees for an Additional Service on behalf of its provider in accordance with the applicable Fees and Commissions Schedule. Any changes in the Fees and Commissions Schedule following introduction or modification of an Additional Service shall be made in accordance with Clause 33 hereof.
9. The Bank shall notify the Cardholder in writing and post a relevant online announcement on the Bank Website if the provider of an Additional Service amends its terms and conditions.

## **Part IX. Withdrawal and termination**

### **Clause 29**

1. The Account Holder shall have the right to withdraw from the Agreement within 14 days of receiving the first Payment Card if no transaction has been made therewith.
2. If the Bank fails to comply with its obligation to provide the Account Holder with information required under the Payment Services Act, the Account Holder may withdraw from the Agreement at any time, but in any case no later than within 30 days of receipt of the required information.

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3. The Account Holder may give notice of withdrawal from the Agreement in writing or via the Telephone or Electronic Banking Service (subject to the availability of such functionality), which shall be deemed given within the prescribed time limit if it is mailed at the Bank's address or otherwise submitted prior to the expiry of that time limit.
  4. Where Clause 29.1–3 applies, the Bank shall refund any fees charged for the issuance and use of the Payment Card.
  5. If the Account Holder uses an Additional Service linked to his or her Payment Card under an agreement between the Bank and the Additional Service provider, withdrawal from the Agreement shall also be effective with regard to the Additional Service agreement.
  6. If the Account Holder withdraws from the Agreement pursuant to this Clause 29, the Agreement shall be deemed not to have been concluded, and the parties shall be required to reimburse each other in accordance with the provisions of this Clause 29.
  7. Following withdrawal from the Agreement, the Payment Card issued thereunder must be permanently destroyed so as to prevent its further use (this does not apply to Virtual Cards). Failure to destroy such Payment Card may result in the Account Holder being liable for any transactions made therewith.
  8. Withdrawal from the Agreement shall be effective for the Payment Card to which it relates.

### **Clause 30**

1. The Agreement shall be terminated:
  - 1) if the Account Holder gives notice to terminate it – upon expiration of the notice period,
  - 2) if the Bank gives notice to terminate it – upon expiration of the notice period,
  - 3) upon the Account Holder's death or full incapacitation,
  - 4) if the parties mutually agree to terminate it – on such date as the parties agree.
2. The Account Holder or his or her legal representative may surrender a Payment Card issued to the Account Holder or to other Cardholder, and the Cardholder may surrender a Payment Card issued to him or her in writing or via the Telephone or Electronic Banking Service (subject to the availability of such functionality).
3. The Account Holder may terminate the Agreement at any time. Termination of the Agreement shall be effective with respect to the Payment Card which it covers and/or the Payment Card which is surrendered.
4. The Bank may terminate the Agreement if:
  - 1) information and/or documents provided by the Account Holder in connection with the execution and performance of the Agreement are found to be false or incorrect otherwise than by reason of an obvious clerical error;
  - 2) the Account Holder or Cardholder has breached any of the card security and protection provisions of the Agreement or of Clause 22 hereof,
  - 3) the Cardholder fails to collect the Payment Card in accordance with Clause 5.9 hereof,
  - 4) no Deposits, including Cash Deposits, are made into the Account, with its balance being nil or negative for at least six consecutive months;
  - 5) the Bank is unable to apply financial security measures in compliance with the Anti-Money Laundering and Combating the Financing of Terrorism Act of 1 March 2018.
5. If the Agreement is terminated pursuant to Clause 30.1 hereof, the Bank shall cancel the Payment Card issued thereunder.
6. A notice to terminate the Agreement, whether by the Account Holder or the Bank, shall be ineffective unless given in writing, with 30 days' notice period.
7. A written notice to terminate the Agreement by the Account Holder shall be deemed served effectively upon its delivery to the Bank or submission at a Bank Branch.
8. The Bank shall send a notice to terminate the Agreement to the Account Holder by mail at the correspondence address provided by him or her in the Agreement.
9. Any fees or commissions charged periodically for services provided under the Agreement shall be due to the Bank only for the term of the Agreement. If the Agreement is terminated, any prepaid fees and commissions shall be reimbursed on a pro rata basis.
10. Following termination of the Agreement, the Payment Card issued thereunder must be permanently destroyed so as to prevent its further use (this does not apply to Virtual Cards). Failure to destroy such Payment Card may result in the Account Holder being liable for any transactions made therewith.

### **Clause 31**

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Termination or expiry of the agreement for a Payment Account for which a Payment Card has been issued shall result in the termination or expiry, as appropriate, of the Agreement. Clause 30.5, Clause 30.7 and Clause 30.9–10 shall apply *mutatis mutandis*.

**Clause 32**

Termination of the Agreement shall not release the Account Holder from the obligation to pay any financial liabilities arising from the use of the Payment Card issued under the Agreement even after the termination of the Agreement, including those arising from Authorised Transactions made by the Cardholder and settled after the termination of the Agreement.

**Part X. Amendments to these Terms and Conditions and the Fees and Commissions Schedule**

**Clause 33**

1. The Bank reserves the right to amend the Fees and Commissions Schedule in accordance with the applicable provisions of the Agreement and in particular of the Account Terms and Conditions.
2. The Bank shall amend these Terms and Conditions if:
  - 1) the Bank's product and/or service offering is expanded or modifications are made in the Bank's existing products and/or services covered by these Terms and Conditions, or such products and/or services or phased out or discontinued;
  - 2) the conditions for issuing and operating Payment Cards in Poland or globally change, including as a result of technological changes or amendments in the regulations of Bank Associations;
  - 3) amendments are made to legislation applicable hereto,
  - 4) such amendment is required to ensure the Bank's compliance with best banking or financial practices as recommended by competent regulatory authorities or the Polish Bank Association to the extent that such best practices are applicable hereto.
3. Amendments to these Terms and Conditions within the meaning of this Clause 52 shall not include any stylistic or formal changes or changes in the Bank's registration data, which do not affect the rights and obligations of the Account Holder in any way.
4. The Bank shall notify the Account Holder in writing or otherwise as provided for in the Agreement of any planned amendment to the Agreement, including these Terms and Conditions, no later than two months prior to the proposed effective date of the amendment.
5. The Account Holder shall have the right to terminate the Agreement prior to the proposed effective date of any amendments thereto with effect from the date of being notified of such amendments but in any case no later than from the proposed effective date, with no termination fees applicable.
6. In the absence of the Account Holder's objection to the proposed amendments, the Bank shall deem the Account Holder to have consented thereto. The Account Holder's objection to the proposed amendments shall result in termination of the Agreement on the day immediately preceding the proposed effective date of the amendments, with no termination fees applicable, subject to Clause 30.9–10 and Clause 32 hereof.
7. The Account Holder shall procure that the Cardholders familiarise themselves with any amendments hereto.
8. For cross-border EUR-denominated payments the Bank shall charge the same fees as for equivalent domestic PLN-denominated payments plus any applicable currency conversion fees.

**Part XI. Miscellaneous**

**Clause 34**

1. The Account Holder shall promptly notify the Bank of any changes in his or her personal details and, upon learning of any changes in the personal details of a Cardholder, also of such changes, including in particular a change in the Account Holder's or Cardholder's telephone number and/or correspondence

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- address. The Cardholder shall promptly notify the Bank of any changes in his or her personal details, including in particular his or her telephone number.
2. Changes in the Account Holder's or other Cardholder's personal data, address and Identity Document particulars entered in the Bank's records shall be made in accordance with the applicable provisions of the Account Terms and Conditions.
  3. If the Cardholder's identity details as indicated on the Payment Card change, the Account Holder shall submit in writing the Cardholder's new specimen signature, which the Cardholder's signature on the back of the Payment Card must match.

#### **Clause 35**

For evidentiary purposes and for the purposes of improving the quality of its services offered, the Bank shall have the right to record any telephone conversations with the Account Holder or Cardholder or his or her legal representative.

#### **Clause 36**

1. The Account Holder shall have the option to refer any dispute arising under the Agreement for resolution through mediation or by the Court of Arbitration at the Polish Financial Supervision Authority (PFSA), in the latter case by submitting a relevant request to the Court by mail. The Court of Arbitration at the PFSA is a permanent, independent court competent to resolve disputes between financial market participants, in particular between entities regulated by the PFSA and their customers. The Court of Arbitration hears cases where the value of claims is at least PLN 500.00 and/or where claims are non-monetary. Where the value of claims in a case is less than PLN 500.00 but the case is particularly complex, has a precedent-setting potential or involves a particularly important matter of law or an issue with a bearing on financial market participants at large, the President of the Court of Arbitration may decide that the Court will hear it. For request forms, refer to the For Consumers/Arbitration tab on the PFSA website at [www.knf.gov.pl](http://www.knf.gov.pl).
2. The Account Holder or Cardholder may also request assistance from a Municipal or District Consumer Ombudsman in resolving a doubt or dispute concerning performance of the Agreement.
3. The Account Holder, having exhausted the Complaint procedure at the Bank or not having received a response from the Bank to his or her Complaint within the time limit prescribed in Clause 18.9–10 hereof, shall have the right to petition the Banking Consumer Arbitrator at the Polish Bank Association (ul. Kruczkowskiego 8, 00-380 Warsaw, Poland) to resolve the dispute, as long as it concerns monetary claims of no more than PLN 12,000 arising from the Bank's failure to perform, or properly perform, the Agreement. The dispute resolution procedure before the Banking Consumer Arbitrator shall be governed by the Banking Consumer Arbitration Rules as available on the Polish Bank Association website at [www.zbp.pl](http://www.zbp.pl). The Banking Consumer Arbitrator is competent to resolve consumer disputes under the Alternative Consumer Dispute Resolution Act of 23 September 2016.
4. If the Account Holder has exhausted the Complaint procedure at the Bank as provided for in Clause 18 hereof and the Bank has rejected his or her claims or if the Bank has decided a Complaint in the Account Holder's favour but has failed to apply the remedy specified in the response to the Complaint within the time limit set therein, which must not be longer than 30 days from the date of the response, the Account Holder shall have the right to request that the Financial Ombudsman (Nowogrodzka 47A, 00-695 Warsaw) review the case in the manner specified at [www.rf.gov.pl](http://www.rf.gov.pl). The Financial Ombudsman is competent to resolve consumer disputes under the Alternative Consumer Dispute Resolution Act of 23 September 2016.
5. The Account Holder may submit to the Polish Financial Supervision Authority a complaint against the Bank if the Bank's actions infringe the law. Such complaint can be made in writing and mailed to the following address: ul. Piękna 20, 00-549 Warsaw, PO Box 419, or filed using a dedicated online form as specified on the PFSA website at [www.knf.gov.pl](http://www.knf.gov.pl).
6. Notwithstanding the foregoing, the Account Holder shall have the right to bring an action against the Bank (as defendant) to a competent court of general jurisdiction in the venue determined in accordance with the relevant provisions of the Code of Civil Procedure.
7. The Bank shall be responsible for the proper execution of transactions in accordance with Clause 18 hereof. Remedies available under that clause shall not prejudice the Account Holder's right to seek any other relief available under law.

#### **Clause 37**

1. The Agreement shall be prepared and executed in Polish, which shall also be the language of communication between the parties thereto during its term.

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2. The available methods of communication between the Bank and the Account Holder or Cardholder, including the methods of submitting instructions by the Account Holder or Cardholder and providing information by the Bank, are specified in the Agreement, including in these Terms and Conditions.
  3. The Account Holder may at any time during the term of the Agreement request that he or she be provided, in hard copy, on a Durable Medium, or, subject to the Account Holder's prior consent, by email, with the text of the Agreement, including of these Terms and Conditions and any other appendices to the Agreement, as well as with the addresses of Bank Branches and other Bank agents that are open for business, to the extent that such information is relevant for communication with the Bank.
  4. During the term of the Agreement, the Account Holder may at any time request that he or she be provided with information on any executed transactions in an agreed manner. For provision of such information as is referred to in the preceding sentence with a frequency greater than is required under applicable laws or regulations, by means of communication other than those specified in the Agreement, and/or beyond the scope of information that the Bank is required to provide under law, the Bank may charge a fee.

**Clause 38**

Any matters not provided for in the Agreement, including these Terms and Conditions, shall be governed by the Account Terms and Conditions and the generally applicable laws of Poland, including, without limitation, the Banking Law, Civil Code, and Payment Services Act.

**Clause 39**

The provisions of Clause 10.1, Clause 24.1, Clause 24.3, Clause 24.4, Clause 24.5, Clause 25.2, Clause 26.1, Clause 26.3, and Clause 30.2 hereof concerning amount and other transaction limits applicable to Accounts held by Minors or Partially Incapacitated Persons shall be effective for Agreements concluded and Payment Card applications submitted on or after 1 June 2020, unless provided otherwise in the Agreement.