

**Rules of the Electronic Statements Service  
in Bank Gospodarstwa Krajowego**

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## Chapter 1 General provisions

### § 1.

The Rules of the Electronic Statements Service in Bank Gospodarstwa Krajowego, hereinafter referred to as the Rules, specify the principles governing the provision and rendition of a bank account statements service in electronic form by the Bank.

### § 2.

1. The expressions used herein shall have the following meaning:
  - 1) **Electronic mail Address, E-mail address** – electronic mail address (email) specified by the Account Holder in the Instruction whereto the bank statements shall be sent;
  - 2) **BGK, Bank** – Bank Gospodarstwa Krajowego
  - 3) **Bgk24 Electronic Banking, bgk24 Electronic Banking System, bgk24 System** – electronic system enabling the Account Holder to remotely access bank accounts and other functionalities of the System made available by the Bank via Internet, including in particular but not limited to the servicing of the Electronic Statements Service functionality;
  - 4) **Instruction** - declaration of the Account Holder pertaining to the following: intent to take advantage of the Electronic Statements Service, determination of the details for the rendition thereof required by the Bank and indication of Users or resignation from the Service. The types of the Instruction, the detailed rules and mode for their placement have been laid down in the User Manual;
  - 5) **Business day** – a day other than Saturday, Sunday and a bank holiday on which the Bank is open for the purpose of pursuing operating activities;
  - 6) **Password** – one of the parameters used to identify a User in order to ensure exclusive access to the Repository, comprised of a series of characters;
  - 7) **Start Password** - the password generated by the Bank's system and made available to the User in order to enable them to access to the Repository for the first time (logging in) or unblock the access thereto; Having gained the access to the Repository with the use of the Start Password, the Password shall expire and the application requires that the User set their own Password;
  - 8) **User ID** – a username assigned by the Bank in the form of a series of characters, used as one of the parameters to identify the User during the use of the Repository.
  - 9) **Helpdesk** – a BGK infoline operating on the days and hours and telephone numbers available on the Bank's website, ([www.bgk.pl](http://www.bgk.pl)) providing technical support to the Users of the Electronic Statement service;
  - 10) **User Manual** – user manuals for the Repository, made available by the Bank at the Bank's website ([www.bgk.pl](http://www.bgk.pl)) or, where so requested by the Account Holder, at the Branch. The Bank may provide access to separate User Manuals for different systems used for rendering the Service and for individual functionalities of those Systems;
  - 11) **Bank Branch** - the Bank's unit or organisational unit engaged in operational service of bank accounts. A Branch shall also be understood to mean a Region or an organisational units of the Bank's headquarters engaged in servicing the Account Holders;
  - 12) **PIN Code, PIN Number, PIN** – (*Personal Identification Number*), a confidential number known only to the User, used for the purposes of electronic identification of that User in the Authentication Device;

- 13) **Tools** – elements necessary to use the Online Banking System, i.e. User IDs, Passwords and Authentication Devices, PIN numbers;
- 14) **Account Holder** – an entrepreneur or other institutional client who entered into an Agreement with the Bank;
- 15) **EB Rules** - *Rules governing the provision of online banking services for entrepreneurs and other institutional clients at Bank Gospodarstwa Krajowego;*
- 16) **BA Rules** - Rules governing the opening and maintenance of bank accounts in Bank Gospodarstwa Krajowego that are binding for the Account Holder, in particular but not limited to the following:
  - a) *Rules of opening and maintaining bank accounts for businesses and other institutional clients in Bank Gospodarstwa Krajowego or*
  - b) *Rules of opening and maintaining bank accounts denominated in Polish zlotys subject to the consolidation of public finances in Bank Gospodarstwa Krajowego;*
- 17) **Repository** - application (electronic system) rendered available to the Account Holders using Electronic Statements Service that enables them to remotely, via the Internet, access the information about the changes to the account status and to download bank statements in the electronic form. The Repository functionality shall be executed via the selected functionalities of bgk24 Electronic Banking System;
- 18) **Bank's website** – a website operating at the following address: [www.bgk.pl](http://www.bgk.pl);
- 19) **Agreement** – an agreement concluded between the Account Holder and the Bank, pursuant to which the Bank opens and maintains bank accounts for the benefit of the Account Holder, in particular Framework Agreement on the rendition of the bank account maintenance service as well as other services of Bank Gospodarstwa Krajowego;
- 20) **Authentication Device** – a tool in the form of a device or technical solution, used for the purposes of authenticating Users or authorising Instructions.  
Authentication Devices include, in particular:
  - a) Hardware Token (an electronic device distributed by the Bank),
  - b) Mobile Token (an application for operating systems, such as: Android, iOS, Windows Phone, that is made available by the Bank),
  - c) Qualified Electronic Signature - the rules of issuing an Electronic Signature are regulated by the certification service agreement entered into by the Account Holder with the entity issuing the Electronic Signature.Information concerning Authentication Devices being currently used in a specific system and how to use them is set out in the current User Manual. The Bank may change the Authentication Devices in use during the term of the Service rendition. A change of Authentication Devices in use does not constitute an amendment hereto;
- 21) **Service or Electronic Statements** - the service informing about changes of your account status and determination of the balance by way of rendering the bank account statements in the electronic form available to the Account Holder. The Account Holders using the bgk24 Online Banking System shall have the functionality of that Service made available by the Bank as part of the Online Banking Services; in such a case, instead of the present Rules, the provisions of the Agreement on Online Banking Services or EB Rules shall apply accordingly.
- 22) **Online Banking Services** - the online banking services rendered via bgk24 Online Banking System under the agreement on the rendition of online banking services entered into by the Account Holder and the Bank as well as under EB Rules;

- 23) **User** – a natural person authorised by the Account Holder to use the Repository.
2. With regard to the terms used herein which are not defined in paragraph 1 hereof, the meaning assigned to them in the BA and EB Rules shall apply.

## **Chapter 2     Scope of the Electronic Statements Service**

### **§ 3.**

1. As part of the Electronic Statements Service, the Bank shall:
  - 1) make available to the Account Holder a Repository Internet application which will enable to service the following functionalities for the accounts covered with the Service, that is:
    - a) searching for statements with accounts,
    - b) viewing operations on statements,
    - c) downloading bank account statements in the form of electronic files in pdf format or any other formats specified in the User Manual;
  - 2) ensures automatic sending of bank account statements in PDF format to a pre-defined Email Address.
2. The scope of rendering functionalities available as well as the rules for access and using the Electronic Statements Service, including in particular the rules pertaining to security and the period wherefor the Bank renders bank account statements available in the Repository shall be specified in the User Manual.
3. The Bank reserves the right to change the User Manual, in particular due to changes in functionalities offered by the application and electronic systems used for the rendition of the Service.
4. The changes to the User Manual shall not constitute the changes to the Service and, as a consequence, shall not require any amendments to be made hereto or to the Agreement.
5. The Bank shall notify changes to the User Manual and make new versions of these Manuals, inclusive of changes made, available at least 7 days prior to the date on which these changes enter into force, in line with the procedure specified in paragraph 8.
6. The Bank reserves the right to change the functional scope of the applications and electronic systems used for the rendition of the Electronic Statements Service through its extension or restriction and to discontinue some functionalities, in the case of:
  - 1) amendments to generally applicable provisions of law;
  - 2) changes to the Bank's product offer;
  - 3) changes to solutions used for rendering banking services electronically, including, in particular, change of providers of these solutions or technologies applied.
7. The Bank reserves the right to introduce new applications (electronic systems) for servicing the Service and use them to replace Systems being currently used by the Account Holder, to provide access to several systems at the same time or to decommission them from operation. Changes to electronic systems use for servicing the Service made available to the Account Holder are considered as changes to the functional scope of that system and do not require amending the Rules.
8. The Bank shall notify Account Holders of changes referred to in paragraphs 6 and 7 at least 7 days prior to the date on which these changes enter into force, by way of a Bank

Communication. The day of delivery of information about changes referred to above shall be the day on which the Bank Communication is published on the Bank's website.

#### **§ 4.**

1. The condition which must be met by the Account Holder in order to properly use the Electronic Statements Service is having software that allows the Account Holder to correctly receive e-mails with attachments and in order to use the Repository - having a device and computer software installed at the Account Holder that should satisfy the technical requirements laid down in the User Manual.
2. The Bank shall not guarantee the correct rendition of the Electronic Statements Service when devices or software used by the Account Holder do not satisfy the technical requirements laid down in the User Manual or the Bank shall not be liable for the use of those devices and software by the Account Holder or the User.
3. The Bank shall not be liable for the consequence of actions and damage, if they were caused by malware in the infrastructure of the Account Holder or the User.
4. The day of receipt of an electronic statement shall be the day on which bank statements were electronically sent by the Bank to the Electronic Address specified in the Instruction or rendered available in the Repository.
5. The Bank reserves the right to include notification messages in the content of conveyed bank statements or Email.

#### **§ 5.**

The Users of the Electronic Statements Service have the option to use the support of the BGK Helpdesk.

### **Chapter 3    Activating the Service**

#### **§ 6.**

1. The provision of access to the Electronic Statements Service to the Account Holder is conditional upon the submission the Instruction by the Account Holder.
2. The Instruction to Make the Electronic Statements Service may be inserted in the application for the account opening. Should, in the application for the account opening, such an Instruction be made with no indication of any concrete account, then it shall be binding for any and all accounts opened thereunder, excluding, however, the accounts whereto the Account Holder has submitted a separate Instruction.
3. Should the Account Holder fail to use the bgk24 Electronic Banking Services and has submitted the Instruction to make available the Electronic Statements Service with no indication of the Users or any Email Address for automatic sending of the bank account statements, then the Bank shall give access to the Repository to the persons duly authorised to make payment orders in accordance with the up-to-date Signature Specimen Card with the relevant bank account. The procedure referred to in the previous sentence shall also apply whenever the submitted Instructions do not contain the correct or any and all data that are indispensable to the parametrisation of the Email Address or making the Repository available to at least one User to the relevant account.
4. The Bank activates the service on the basis of data included in the Instruction, subject, however, to paragraph 3, within two business days from the date of placement of a duly completed Instruction, unless the Instruction specifies a later service activation date.

5. The activation of the Electronic Statements Service means that statements for accounts indicated by the Account Holder in the Instruction shall no longer be printed out and conveyed by the Bank in paper form.
6. The activation of the Electronic Statements Service for accounts other than the ones mentioned in the Instruction requires the placement of an Instruction with regard to those accounts.

#### **Chapter 4      Security of Using the Electronic Statements Service**

##### **§ 7.**

1. The Account Holder and Users shall become familiar and comply with the Bank's recommendations regarding the rules governing the safe use of the Electronic Statements Service, set out in the Rules and the User Manual, and shall exercise due diligence in protecting their Passwords and other Tools, including the Authentication Devices (if distributed) against access by unauthorised persons.
2. The Account Holder and Users shall become familiar and comply with rules governing the safe use of the Electronic Statements Service located on the Bank's website used for logging in to the Repository.
3. Upon receiving the Tools referred to in paragraph 1, the Account Holder and Users shall take measures to ensure their safety, in particular by storing the Tools with due diligence and not making them accessible to unauthorised persons.
4. The Account Holder shall be liable for the Instructions placed via the Repository by unauthorised persons as a result of them coming into unauthorised possession of the Password or any other Tool or gaining unauthorised access thereto.

##### **§ 8.**

1. The Bank shall not be liable for the effects and damages caused by the defective operation or illegal use of telecommunication infrastructure which is beyond the control of the Bank.
2. The Account Holder and Users shall keep secret of and not disclose the Tools, including User Ids, Passwords, PIN Codes and shall not make the Authentication Devices or their Email available to any unauthorised persons and they shall be fully liable for their disclosure or provision to unauthorised persons.
3. The Bank has the right to make interruptions or restrict access to the Service in relation to:
  - 1) the Repository maintenance or modification;
    - 1) periodical service activities performed with regard to the Bank's IT systems;
    - 2) processing of end-of-day transactions;
  - 4) failure.
5. The Bank shall inform the Account Holder of interruptions and restrictions in access to the Service, referred to in paragraph 3, by way of a Bank Communication or via the Repository, indicating the duration of these interruptions or restrictions.
4. The restrictions or interruptions in access to the Service may also result from problems with external infrastructure and servers used by the User or which intermediate in the provision of access to the Service, which are beyond the Bank's control and for which the Bank is not liable.
5. Where required for security reasons or other causes beyond the control of the Bank, the Bank shall have the right, without incurring any liability towards the Account Holder, to

temporarily suspend the performance of the Electronic Statements Service, of which the Bank shall immediately inform the Account Holder by sending them an e-mail at the Email Address.

6. In the case of a situation referred to in paragraph 5, the Bank shall render available to the Account Holder the access to the information about the changes to the bank account status or its balance, pursuant to the provisions laid down in the bank account agreement or in any other way agreed by the Parties, until such time as the Electronic Statements Service is re-activated.

#### **§ 9.**

1. The Account Holder has the right to block the access to the Repository to the Users who were duly authorised in Instruction to use the Service.
2. The rules of blocking access to the Repository are described in the User Manual.
3. Blocking access to the Repository for a single User does not mean that the remaining Users also lose access.
4. In the case of entering a wrong Password, the User's access to the Repository may be blocked in concert with the rules laid down in the User Manual. Whenever in the Instruction to render the Service available to the User the telephone number was given to be used to unblock their access to the Repository, then unblocking the access (by way of generating a new Start Password to be sent to the telephone number) shall be made by the Bank at the request of the User that was reported by phone to the Helpdesk.
5. In other cases than those referred to in paragraph 4, the access to the Repository shall be unblocked by the Bank under the Instruction of the Account Holder submitted in the manner specified in the User Manual.
6. In the event of entering a wrong PIN Number for a few times, the Authentication Device may be blocked. The multiple entry of a wrong PIN Code by the User may result in permanent blocking of the Authentication Device and the need for its replacement. The rules of blocking and unblocking access to the Authentication Device have been described in the User Manual.
7. A new Authentication Device is issued to the User by the Bank upon a written request submitted by the Account Holder.

#### **§ 10.**

The Bank shall have the right to block access to the Repository or demand that the User stop using Authentication Devices, if:

- 1) it has concluded that the Repository had been used not in line with the present Rules or any common applicable laws or in the manner that had exposed the Repository or the Authentication Devices to danger;
- 2) the bank account has been blocked by competent authorities;
- 3) there is a suspicion of an unauthorised use of the Password, Authentication Devices or an action indicating an attempt to breach security measures or if there is an attempt to access data other than those disclosed as part of the Service;
- 4) there is a justified suspicion of the danger to the security of rendering the Electronic Statements Service or Electronic Banking.

### **Chapter 5 Fees and Commissions**

#### **§ 11.**



1. In consideration of services provided by the Bank, that is: rendition of the Electronic Statements Service, execution of the Instruction, distribution of the Authenticational Devices, the Bank shall collect fees and commissions in line with the Schedule of Fees and Commissions applicable at the Bank on the day of execution of the Instruction or operation or as laid down in the Agreement.
2. The Bank shall charge fees and commissions in line with the BA Rules.
3. The Bank reserves the right to modify the Schedule of Fees and Commissions during the rendition of the Electronic Statements Service.
4. The Bank shall modify the Schedule of Fees and Commissions in line with the BA Rules.

## **Chapter 6    Complaints**

### **§ 12.**

With regard to the rules, mode of submitting and handling complaints pertaining to the Electronic Statements Service, the provisions of the BA Rules shall apply accordingly.

## **Chapter 7    Amendments**

### **§ 13.**

1. The Bank reserves the right to amend the present Rules during the performance of the Electronic Statements Service.
2. The amendments referred to in paragraph 1 shall be made on terms and conditions and in the manner corresponding with the amendments to the BA Rules.
3. The procedure for submitting an objection to those amendments and terminating the Service by the Account Holder as well as the consequences for non-submission of such an objection have been set out in the BA Rules.

## **Chapter 8    Service End**

### **§ 14.**

1. The end to the Service rendition may be agreed by the Parties at any time by mutual agreement.
2. The Service rendition may be terminated by either Party subject to a 30-day period of notice counted from the day of service of the notice of termination.
3. The Bank shall have the right to terminate the rendition of the Electronic Statements Service only for valid reasons, which include, but are not limited to the following:
  - 1) the amendment of generally applicable provisions of law that has an impact on the Service rendition;
  - 2) changes to the IT systems used by the Bank, in particular the changes resulting in the impossibility to continue the Service rendition;
  - 3) a gross violation of the Rules, the EB Rules or the BA Rules by the Account Holder or the User;
  - 4) a suspected violation of generally applicable provision of law by the Account Holder or the User;
  - 5) withdrawal from use of the system used for the Service rendition;
  - 6) the replacement of the Service with any other alternative solution or resignation from the performance of the Electronic Statements Service by the Bank.

4. The termination of the bank account agreement results in the discontinuation of the Electronic Statements Service with regard to the bank account covered by the termination notice as at the day of closing that account.
5. Unless a termination notice has been given beforehand, the Electronic Statements Service shall expire on the day on which the last bank account agreement applicable to bank accounts specified in the Instruction has been terminated.
6. On the day the notice period lapses, the Bank shall block access to the Service.
7. The discontinuation of the rendition of the Electronic Statements Service with regard to specific bank accounts automatically restores the provisions laid down in the relevant bank account agreement concerning bank account statements. If the bank account agreement does not contain such provisions, statements shall be delivered once a month on a gratuitous basis, as a collective list, in paper form, by regular mail.

## **Chapter 9    Final provisions**

### **§ 15.**

1. The provisions of the present Rules shall apply accordingly, if the Electronic Statements Service is provided on the basis of the Electronic Statements Service Agreement signed prior to the effective date of the present Rules.
2. The Account Holder may terminate the Electronic Statements Service Agreement by simply placing an Instruction to resign from the service.
3. The Account Holder may change the catalogue of accounts specified in the Instruction or change the frequency of delivering statements by simply placing a new Instruction.

### **§ 16.**

1. All matters not governed hereby shall be governed by the provisions laid down in the bank account agreement, a relevant BA Rules and EB Rules as well as generally applicable provisions of law.
2. Pursuant to Article 384 of the Civil Code and Article 109(2) of the Banking Act, these Rules shall be binding for the Parties hereto.