

**RULES**  
**GOVERNING THE PROVISION OF ONLINE BANKING SERVICES**  
**FOR ENTREPRENEURS AND OTHER INSTITUTIONAL CLIENTS**  
**AT BANK GOSPODARSTWA KRAJOWEGO**

**Warsaw, December 2018**

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## Chapter 1. General provisions

### § 1.

1. The *Rules governing the provision of online banking services for entrepreneurs and other institutional clients in Bank Gospodarstwa Krajowego*, hereinafter referred to as “Rules of Online Banking,” specify the terms and conditions pursuant to which Bank Gospodarstwa Krajowego provides access to electronic systems for the servicing of bank accounts maintained by the Bank.
2. Whenever agreements concluded by the Bank, rules or bank forms used refer to “Rules of the BGK@24BIZNES online banking system for entrepreneurs and other institutional customers,” it shall mean these *Rules governing the provision of online banking services for entrepreneurs and other institutional clients in Bank Gospodarstwa Krajowego*. Whenever agreements concluded by the Bank, rules or bank forms used refer to the “BGK@24BIZNES system” or “BGK@24BIZNES”, it shall mean the Online Banking System referred to in the present Rules of Online Banking.

3. Rules governing the opening and maintenance of bank accounts as well as the terms and conditions pursuant to which Bank Gospodarstwa Krajowego renders payment services to the Account Holders are specified in, respectively:
  - 1) *Rules of opening and maintaining bank accounts for entrepreneurs and other institutional clients in Bank Gospodarstwa Krajowego* or
  - 2) *Rules of opening and maintaining bank accounts denominated in Polish zlotys subject to the consolidation of public finances in Bank Gospodarstwa Krajowego*,as applicable to the Account Holder, hereinafter referred to as “BA Rules”.
4. In place of the provisions no: Article 16 and Article 33 of the Act of 19 August 2011 on Payment Services, hereinafter referred to as the “PS Act”, excluded under the BA Rules, the provisions laid down in the present Rules, the BA Rules and the Agreement shall apply.
5. The time limit specified in Article 44(2) of the PS Act shall be replaced with the term specified in the BA Rules.

## § 2.

1. The terms used in the present Rules shall have the following meaning:
  - 1) **Bank/BGK** – shall mean Bank Gospodarstwa Krajowego;
  - 2) **Online Banking, Online Banking System, System** – online system enabling the Account Holder to remotely access bank accounts and other functionalities of the System made available by the Bank via Internet (including by using Mobile Devices);
  - 3) **bgk24** – commercial names under which the Bank offers online banking services. The Bank may use different commercial names for online banking services it offers, including more than one commercial name for the same service, and change these names during the term of the Agreement. A change to the commercial name of a service does not require amending the Agreement;
  - 4) **Certificate** – a certificate within the meaning of the Act on Trust Services and Electronic Identification as of 5 September 2016. The Bank does not verify whether the Certificate includes data containing an indication whether the User placing the signature acts: on its own behalf, as a representative of another natural person, as a representative of a legal person or organisational unit with no legal personality, or as a member of a body or a member of a body of a legal person or an organisational unit with no legal personality, or as a public authority – including, in particular, as a representative of the Account Holder. The Account Holder permits the User to use those Certificates which do not include the aforementioned indication or indicate an entity other than the Account Holder;
  - 5) **Instructions** – statements made by the Account Holder via the Online Banking System, authorised in a way set out in the present Rules of Online Banking or in the Agreement. The types of Instructions available in the Electronic Banking System are set out in the User Manual for that System;
  - 6) **Financial Instructions** – payment orders within the meaning of the BA Rules;
  - 7) **Non-financial Instructions** – Instructions and activities executed in the System which do not change the balance of monies on bank accounts;
  - 8) **Password** – one of the parameters used to identify a User in order to ensure exclusive access to the Online Banking System, comprised of a series of characters;
  - 9) **Start Password** - one-off password generated by the Bank’s system and made available to the User in order to enable them to access for the first time (logging in)

- or unblock the access to the Online Banking System; Having gained the access to the System with the use of the Start Password, the Password shall expire and the application requires that the User set their own Password;
- 10) **User ID** – a username assigned by the Bank to the User in the form of a series of characters, used as one of the parameters to identify the User during the use of the Online Banking System. The Bank may provide the User with an option to independently assign or change the User ID enabling identification in the Online Banking System;
  - 11) **Helpdesk** – Bank’s 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 Online Banking Service;
  - 12) **User Manual** – user manuals for the Online Banking System, made available to by 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 Online Banking Systems and for individual functionalities of those Systems;
  - 13) **Bank’s Unit** - a Region or the department in the Bank’s headquarters within the meaning of BA Rules;
  - 14) **Transaction Limit** – a limit applicable to specific Financial Instructions for a defined period of time (e.g. daily, weekly or monthly limit), defined by the Account Holder for the User. The types of limits that may be defined in the relevant Online Banking System and rules for changing them via the System are set out in the User Manual for that System.
  - 15) **Tools** – elements necessary to use the Online Banking System, i.e. User IDs, Passwords and Authentication Devices, PIN numbers, controllers for operating the Authentication Devices;
  - 16) **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;
  - 17) **Electronic Signature** – an electronic signature within the meaning of the Act of 5 September 2016 on the Trust Services and Electronic Identification, used for the purposes of identifying the User placing the electronic signature with the use of the Certificate. Within the framework of a given Online Banking System, the Bank may support only electronic signatures issued by entities providing certification services, the list of which can be found in the User Manual. The terms and conditions of issuing an electronic signature are set out in the certification service agreement concluded between the Account Holder or the User and the entity providing certification services;
  - 18) **Privileges** - parameters specifying the types and scope of the Online Banking System functionalities made available to the User, e.g. types of Instructions, accounts rendered available. The rules for giving the privileges by the System Administrator have been laid down in the User Manual;
  - 19) **Agreement** – an agreement concluded between the Account Holder and the Bank, pursuant to which the Bank provides Online Banking Services;
  - 20) **User** – a natural person indicated by the Account Holder in the Application for Access to the Online Banking System, authorised to use the Online Banking System on behalf and for the benefit of the Account Holder;

- 21) **Authentication Device** – a tool in the form of a device or technical solution, used for the purposes of authenticating Users or authorising Instructions in Online Banking. The authentication devices shall be as follows 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)
  - c) 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 Online Banking System and how to use them is set out in the current User Manual for that System; the Bank may change Authentication Devices in use during the term of the Agreement. A change of Authentication Devices in use does not constitute an amendment of the Agreement.

2. With regard to the terms used in the present Rules which are not defined in paragraph 1, the meaning assigned thereto in the BA Rules shall apply.

### **§ 3.**

The Online Banking Services constitute an extension of standard bank account maintenance services provided by the Bank to the Account Holder.

## **Chapter 2. Scope of Electronic Banking Services**

### **§ 4.**

1. Within the framework of Online Banking Services, the Bank shall render the Online Banking System available to Account Holder which guarantees them the access to the information about the change of the account status, determination of the account balance and shall allow them to place Financial and Non-Financial Instructions.
2. Detailed functionalities and rules for handling and using the Online Banking System, including those applicable to its security measures, are specified in the User Manual. A detailed description of file formats and structures used in the Online Banking System to import and export data as well as structures which those files should have are specified in the User Manual describing the data import and export functionality of the Online Banking System, made available on the Bank's website ([www.bgk.pl](http://www.bgk.pl)) and, where so requested by the Account Holder, at the Branch.
3. The exchange of data with other systems used by the Account Holder, data entry and its transfer must be conducted in accordance with the file structure and data format specified in the User Manual. Any and all derogations in this area are subject to regulation in the Agreement.
4. The Bank reserves the right to change the User Manual, in particular due to changes in functionalities offered by the Electronic Banking System.
5. Changes to the User Manual do not constitute an amendment of the Agreement.
6. 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 9.

7. The Bank reserves the right to change the functional scope of the Online Banking System through its extension or restriction and to discontinue some functionalities of that System, 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 to provide banking services electronically, including, in particular, change of providers of these solutions or technologies applied.
8. The Bank reserves the right to introduce new Online Banking Systems and use them to replace Systems being currently used by the Account Holder, to provide access to several Online Banking Systems at the same time or to decommission them from operation. Changes to Online Banking Systems made available to the Account Holder are considered as changes to the functional scope of the Online Banking System and do not require amending the Agreement.
9. The Bank shall notify Account Holder of changes referred to in paragraphs 7 and 8 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.
10. Information concerning executed Financial Instructions, made available via the Online Banking System, cover a period of at least the current and previous calendar year.

#### **§ 5.**

Non-Financial Instructions enable the Account Holder, in particular, to:

- 1) obtain information on the current balance, current turnover, bank account opening date, maximum daily amount of payment transactions that may be executed on the Account Holder's account;
- 2) download the bank account statements available in the System in the electronic form;
- 3) print out the history of payment transactions executed on bank accounts for a specified period, containing opening and closing balances and providing for the option to display total turnover and number of transactions on specific accounts, subject to § 4(10);
- 4) print out reports concerning transfer orders in Polish zlotys or in convertible currencies, in the form of consolidated statements containing details of payment transactions, with an option to filter and organise transfer orders by specified criteria;
- 5) obtain information on the balance of deposits;
- 6) obtain information on capital transactions, including negotiable deposits, and transactions in securities;
- 7) obtain information on the debt balance on credit accounts and the repayment schedule;
- 8) import and export files, in particular files containing data concerning transfer orders, counterparties, transaction statements;
- 9) manage User Privileges by defining access to use specific functionalities and information available within the framework of Online Banking;
- 10) send correspondence to the Bank.

#### **§ 6.**

Financial Instructions enable the Account Holder, in particular, to:

- 1) place domestic transfer orders in Polish zloty to accounts maintained by the Bank and other domestic banks;
- 2) place transfer orders in convertible currencies to accounts maintained by domestic and foreign banks, subject to § 15(2);
- 3) place internal transfer orders in convertible currencies;
- 4) open a term deposit account in Polish zlotys under the master term deposit agreement referred to in § 17(2) and withdraw monies before the lapse of the term deposit term set out in the agreement;
- 5) place cash withdrawal orders in a post of the cash desk intermediary on terms set out in the rules concerning the execution of cash transactions at posts of the cash desk intermediary.

### **Chapter 3. Provision of access to the Online Banking Services**

#### **§ 7.**

1. The provision of access to the Online Banking Service to the Account Holder is conditional upon: 1) holding or opening a bank account with the Bank; 2) placing of an application for access to the Online Banking System to the Bank; 3) conclusion of an Agreement with the Bank.
2. In order to ensure that the Online Banking System functions properly, devices and computer software installed at the Account Holder's premises must meet the technical requirements set out in the User Manual.
3. The Bank shall not guarantee the correct rendition of the Online Banking Service when devices or software used by the Account Holder or Users 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.
4. 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.

#### **§ 8.**

The condition that must be met in order to access the Online Banking System and its functionality enabling the placement of Instructions in the System is the activation of the Online Banking System by the Bank and possession by the User of valid: User ID, Password or, in cases specified in the User Manual, Authentication Device. Detailed rules governing the use of Authentication Devices have been set out in the User Manual.

#### **§ 9.**

1. A User of Online Banking, including the User authorised to place Financial Instruction, is a person indicated by the Account Holder in the application for access to Online Banking System.
2. The application referred to in paragraph 1 shall be the authorisation for the User to place the Instruction, within a specified scope, on behalf of the Account Holder, subject to paragraph 3.
3. The User to whom the Account Holder has assigned, in the application referred to in paragraph 1, the role of the Online Banking System Administrator - on behalf of the Account Holder - shall assign and cancel the Authorizations for individual Users in that System.

4. Signatures and company seals (where such seal is used by the Account Holder) placed by the Account Holder on the Agreement must be consistent with signature specimens and seals featured on the Specimen Signature Card for the bank account.

#### **Chapter 4. Rules governing the use of the Online Banking System**

##### **§ 10.**

1. Following the conclusion of the Agreement, in order to use the Online Banking System, the Bank shall render the following available:
  - 1) User IDs and Start Passwords – for all Users;
  - 2) Authentication Devices – for Users who have the power to authorise Instructions in the Online Banking System, unless these Users have valid Electronic Signatures supported by the Bank under the System to which access was provided.
2. The Tools referred to in paragraph 1 are issued by the Bank to persons authorised to make statements as regards property rights and liability on behalf of the Account Holder, or to a person authorised thereby, against written confirmation of receipt or in any other way referred to in the application for access to the Online Banking System.
3. The instruction on how to activate the Online Banking System is available in electronic form at the Bank's website: [www.bgk.pl](http://www.bgk.pl).
4. Authentication Devices distributed by the Bank constitute its property and shall be returned in the case referred to in § 32(3) and at the Bank's request.

##### **§ 11.**

The Online Banking System is activated by the Bank by providing access to the functionalities of the Online Banking System applicable to bank accounts and persons indicated in the application for access to the Electronic Banking System, within a period not longer than 5 business days from the date of execution of the Agreement.

##### **§ 12.**

1. In order to connect to the Online Banking System, it is necessary to enter the User ID and Password or use the Authentication Device.
2. The User, during their first connection with the Online Banking System shall change the Start Password given by the Bank and known solely to the User. Further use of the Online Banking System is possible only using the new Password.

#### **Chapter 5.**

#### **Rules governing the placement and execution of Financial Instructions in the Online Banking System.**

##### **§ 13.**

1. The Bank performs Financial Instructions placed in the Online Banking System on terms and conditions set out in the present Rules of Online Banking and, to the extent not regulated by the present Rules, on terms and conditions set out in the BA Rules.
2. The conditions which must be met in order for the Bank to execute a Financial Instruction placed in the Online Banking System are as follows:
  - 1) the Financial Instruction must be drafted in accordance with the User Manual;



- 2) on the date of execution of the Financial Instruction, the bank account must hold monies necessary to execute this Instruction and cover fees and commissions due to the Bank;
  - 3) the Financial Instruction must be authorised by the User via the Authentication Device.
3. In the Online Banking System, the Bank continuously provides information on executed and non-executed Financial Instructions placed in that System along with reasons for the refusal to execute a Financial Instruction by the Bank.

#### **§ 14.**

1. A Financial Instruction placed by the Account Holder via the Online Banking System, authorised pursuant to the Rules of Online Banking constitutes a binding order for the Bank to debit the Account Holder's bank account maintained by the Bank and an order to credit a bank account indicated in the Financial Instruction.
2. The Financial Instruction placed via the Online Banking System does not require a written confirmation. Any and all data necessary to execute this Instruction shall be specified by the User by electronic means. The Financial Instruction placed via the Online Banking System has the effect of a payment order placed in paper form.
3. The Bank executes Financial Instructions up to the available balance of monies on the bank account indicated in the Instruction, provided that the balance of those monies is sufficient to execute the Financial Instruction and cover fee and commissions due to the Bank in full.
4. A Financial Instruction for an amount exceeding the available balance on the account as at the moment of its execution receives the "rejected" status, which means that the Bank refused to execute the Instruction.
5. The Bank accepts Financial Instructions for execution via the Online Banking System, subject to cut-off times specified in the Bank Communication.
6. Financial Instructions placed via the Online Banking System on a day other than a business day for the Bank shall be considered as received by the Bank on the first business day after that day.

#### **§ 15.**

1. Financial Instructions concerning a transfer order in Polish zlotys with an execution date later than the current date are accepted by the Bank for execution via the Online Banking System.
2. Financial Instructions concerning a transfer order in convertible currencies with an execution date later than the current date cannot be placed via the Online Banking System.
3. Instructions referred to in paragraph 1 are executed by the Bank on the specified execution date, provided that there are sufficient monies on the bank account to execute the Instruction as at the moment of its execution. Otherwise, the Financial Instructions shall receive the "rejected" status, which means that the Bank refused to execute the Instruction.
4. The Instructions referred to in paragraph 1, placed via the Online Banking System after the indicated execution date lapses, shall be executed by the Bank as in the case of Financial Instructions with the current execution date.
5. Financial Instructions concerning a transfer order in Polish zlotys, placed via the Online Banking System, the specified execution date of which falls on a day other than a business day, shall be executed on the first business day after that day.

6. The Account Holder may cancel a Financial Instruction concerning a transfer order in Polish zlotys with execution date later than the current date by the end of the day preceding the specified later execution date.

#### **§ 16.**

A Financial Instruction may be cancelled until the moment it is received by the Bank, subject to § 15(6). The rules of procedure applicable to the cancellation of a Financial Instruction are set out in the User Manual.

#### **§ 17.**

1. On the basis of a Financial Instruction placed via Online Banking, the Bank opens and maintains STANDARD term deposit accounts in Polish zlotys.
2. The rules governing the opening and maintenance of deposit accounts referred to in paragraph 1, including rules governing interest rate applied to monies in those deposits and the consequences of withdrawing monies prior to the lapse of the agreed term deposit period, are specified in the BA Rules and in the master agreement on term deposits in Polish zlotys.
3. The Bank accepts Instructions to open a STANDARD term deposit in Polish zlotys via the Electronic Banking System, subject to cut-off times specified in the Bank Communication.
4. The Instructions referred to in paragraph 3 that are submitted prior to the lapse of the cut-off time are executed on the day they are received by the Bank. The Instruction placed after the cut-off time are considered as received by the Bank on the next business day.
5. The date on which the Bank executes the Instruction to open a term deposit, place via the Online Banking System, marks the beginning of the deposit period set out in the agreement. STANDARD term deposit shall bear the interest in accordance with the Table of Interest that is effective at the Bank on the day of the Instruction execution.
6. The Online Banking System allows you to review all STANDARD term deposits in Polish zlotys established by the Account Holder and to place an Instruction resulting in the withdrawal of monies prior to the expiry of the term deposit period set out in the agreement.

#### **§ 18.**

1. The Account Holder cannot question the authenticity of an Instruction which was correctly authorised through an Authentication Device.
2. The Bank shall not be responsible for the effects and damage caused by the defective operation or illegal use of telecommunication links which are beyond the control of the Bank.
3. The Bank has the right to make interruptions or restrict access to the Online Banking System in relation to:
  - 1) its maintenance or modification;
  - 2) periodical service activities performed with regard to the Bank's IT system;
  - 3) the processing of end-of-day transactions;
  - 4) a malfunction of the Online Banking System.
4. The Bank shall inform the Account Holder of interruptions and restrictions in access to the Online Banking System, referred to in paragraph 3, by way of a Bank Communication or via the Online Banking System, indicating the duration of these interruptions or restrictions.
5. The restrictions or interruptions in access to the Online Banking System may also result from problems with external infrastructure and servers used by the User or which intermediate in the provision of access to the System, which are beyond the Bank's control and for which the Bank is not liable.

### **§ 19.**

1. The execution of Financial Instructions, including the collection of fees and commissions by the Bank in accordance with the Schedule of Fees and Commissions, is confirmed by bank account statements provided to the Account Holder pursuant to the BA Rules as well as in a way and within time limits set out in the bank account agreement.
2. The Account Holder shall verify on an ongoing basis any changes in the account balance based on information obtained from the Bank referred to paragraph 1 and should there be any incompatibility in that regard, then the Account Holder shall report that incompatibility to the Bank as a complaint, in concert with Article 29.

## **Chapter 6. Rules governing the placement and execution of Financial Instructions in the Online Banking System in emergencies**

### **§ 20.**

1. In the case of a malfunction of the Online Banking System, the Account Holder may place Financial Instructions in emergency mode, as follows:
  - 1) in files in the Elixir format or other formats specified in the User Manual, on electronic media provided by the Account Holder to the Bank;
  - 2) where Financial Instructions cannot be placed in the way referred to in item 1 –in paper form on a form used at the Bank.
2. The Financial Instructions placed as specified in paragraph 1(1) must not number more than 100 per day, unless the arrangements between the Account Holder and the Bank stipulate otherwise.
3. Only domestic transfer orders in Polish zlotys can be placed as specified in paragraph 1(1), excluding transfer orders to the Revenue Office, the Social Insurance Institution (ZUS) and low-value SORBNET transfer orders which must be placed pursuant to paragraph 1(2).
4. The Financial Instructions concerning transfer orders in convertible currencies must be placed as specified in paragraph 1(2).
5. The Financial Instructions placed in emergency mode are executed in the order in which they are placed, subject to paragraph 6.
6. The transfer orders to the Revenue Office and the Social Insurance Institution (ZUS) have priority, i.e they are executed before other types of Financial Instructions.
7. Time limits for the execution of Financial Instructions placed in emergency mode are governed by the provisions laid down in the BA Rules defining time limits for the execution of payment orders which are dependent on the form of their placement with the Bank.
8. Financial Instructions placed in emergency mode are posted by the Bank on the Account Holder's account in analytical form, i.e. the number of items on the bank account statement is equal to the number of Financial Instructions placed with the Bank.

## **Chapter 7. Safe use of the Electronic Banking System**

### **§ 21.**

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 Banking System, set out in the Agreement, the Rules of online Banking and the User Manual, and shall in particular exercise due diligence in protecting their Passwords, PIN Code,

Authentication Devices, on which a Mobile Token has been installed 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 Banking System located on the Bank's website used for logging in to the Online Banking System.
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 Instructions placed via the Online Banking System by unauthorised persons as a result of them coming into unauthorised possession of the Password, PIN Code, Hardware Token or Mobile Token or other Authentication Device or gaining unauthorised access thereto.

#### **§ 22.**

1. The Account Holder or the User shall immediately notify the Bank, in the form described in § 27(3), about cases referred to in § 21(4) and about other justified cases, in particular in the case of loss, theft, misappropriation or destruction of Authentication Devices, e.g. the Electronic Signature, Hardware Token or Mobile Token (including the device on which the Mobile Token has been installed), Password, PIN Code, in order to enable the Bank to block the Authentication Device and access to the Online Banking System via the aforementioned Tools.
2. In the case of failure to make the notification referred to in paragraph 1, the Account Holder shall be liable for Instructions authorised using an Authentication Device not blocked at the Bank and cannot question the authenticity of Instructions authorised as described above, including when they are signed with a suspended or invalidated Electronic Signature. The Bank shall not be liable for the correctness, completeness, validity and compliance with the status quo of public lists of suspended and invalidated Certificates.
3. Where it is necessary for the Bank to distribute new Tools to the User, the Bank shall distribute them on the basis of a written application submitted by the Account Holder pursuant to § 10. In order for the Bank to distribute the new Tools, Authentication Devices distributed by the Bank need to be returned, except for situations described in paragraph 1.

#### **§ 23.**

1. In order to ensure the safe use of the Online Banking System, this System allows the Account Holder to set Transaction Limits for Financial Instructions, which are entered to the Online Banking System during its activation.
2. Changes to Transaction Limits referred to in paragraph 1 require a written Instruction from the Account Holder. It is also possible to change the limits referred to above on the basis of an Instruction placed via the Electronic Banking System.

### **Chapter 8      Blocking access to the Electronic Banking System, blocked access to Financial Instructions or restriction of available Transaction Limits**

#### **§ 24.**

1. In the case of entering a wrong password, the User's access to the Online Banking System may be blocked. The rules of blocking access to the Online Banking System are described in the User Manual.
2. Blocking access to the Online Banking System for a single User does not result in the loss of access to this System by the remaining Users.
3. Access to the Online Banking System is unblocked by the Bank at the Account Holder's request submitted at the Bank's Branch or in the form of an Instruction placed via the Online Banking System and the Helpdesk at the User's request whose access has been blocked as a consequence of the incident referred to in paragraph 1.
4. In the case of entering a wrong PIN Code, the Authentication Device for the Online Banking System may be blocked. The multiple entry of a wrong PIN Code by the User may result in permanently blocking the Authentication Device and the need for its replacement. The rules of blocking and unblocking access to the Authentication Device are described in the User Manual.
5. A new Authentication Device is issued to the User by the Bank upon a written request submitted by the Account Holder.
6. The rules of issuing a new Electronic Signature are regulated by the certification service agreement entered into by the Account Holder or User with the entity issuing the Electronic Signature.

#### **§ 25.**

1. The Bank has the right to block access to the Electronic Banking System, restrict available Transaction Limits or demand that the User stop using Authentication Devices, if:
  - 1) it has concluded that the Online Banking System had been used not in line with the Agreement, Online Banking Rules or any common applicable laws or in the manner that had exposed the Online Banking System or the Tools to danger;
  - 2) the Account Holder's bank account receivables or the bank account are seized or blocked by competent authorities;
  - 3) there is a suspicion of an unauthorised use of Tools, in particular the Password, Electronic Signature, Hardware Token or Mobile Token, PIN Code, intentional action leading to an unauthorised payment transaction or indicating an attempt to breach security measures (including Authentication Devices) or if there is an attempt to access data other than disclosed pursuant to the Agreement;
  - 4) there are justified reasons related to a threat to the security of the Online Banking System.
2. The Bank shall inform the Account Holder, via electronic mail, that access to the Electronic Banking System has been blocked or Transaction Limits have been restricted or shall demand that the User stop using Authentication Devices. This does not apply to cases where informing the Account Holder that access to the Electronic Banking System has been blocked or Transaction Limits have been restricted would not be justified due to security reasons or prevented pursuant to separate regulations.
3. The Bank may condition the decision to unblock access to the Electronic Banking System upon explaining the reasons for blocking access to the Online Banking System or restricting Transaction Limits with the Account Holder and the User. Unblocking access to the Online Banking System may require distribution of a new Authentication Devices or a new Start Password to the User.

#### **§ 26.**

1. The Bank reserves the right to perform an additional verification of a Financial Instruction, if it is suspected that the security of a payment instrument at the Client's premises has been breached.
2. The Bank shall contact the Account Holder in order to additionally verify the Financial Instruction by providing the reason for this verification as soon as possible, but not later than on the date on which the Bank is obligated to execute the relevant Financial Instruction.
3. In order to perform an additional verification referred to in paragraph 2, the Bank shall contact the User who authorised the relevant payment order or the Account Holder or another person authorised to place Financial Instruction on behalf of the Account Holder in one of the following ways:
  - 1) by phone;
  - 2) by electronic mail;
  - 3) in another way stipulated in the Agreement.
4. Where it is necessary to perform an additional verification of a Financial Instruction referred to in paragraph 1, this Instruction shall be deemed placed with the Bank on the date of its positive verification.
5. Where it is not possible to contact the Account Holder or if the Financial Instruction is verified negatively, the Bank shall refuse to execute this Instruction.

#### **§ 27.**

1. The Account Holder has the right to block the User's access to the Online Banking System.
2. Blocking access to the Online Banking System for a single User indicated by the Account Holder does not result in the blocking access to this System to the remaining Users.
3. Blocked access to the Online Banking System can be reported in one of the following ways:
  - 1) in writing - in the Bank Branch;
  - 2) by electronic means to the e-mail address, by way of a scan of the reporting form;
  - 3) by phone - via BGK's Helpdesk.
4. The e-mail address as well as phone and fax numbers referred to in paragraph 3 are specified in § 30.
5. Access to the Online Banking System is unblocked by the Bank at the Account Holder's written request submitted in the form indicated in paragraph 3(1) to (3) or in the form of Non-Financial Instruction.
6. Unblocking the User's access to the Online Banking System may require distribution of a new Authentication Devices or a Start Password.

### **Chapter 9 Fees and Commissions**

#### **§ 28.**

1. The Bank charges fees and commissions for providing access to and use of Online Banking System, executing Instructions placed via the Online Banking System and other activities related to servicing the Online Banking System, in accordance with the Schedule of Fees and Commissions applicable at the Bank on the day on which an Instruction or activity is executed in line with the rules laid down in the BA Rules.
2. The Bank reserves the right to change the Schedule of Fees and Commissions during the term of the Agreement, without terminating the terms and conditions of the Agreement, in

cases specified in the BA Rules and in the way set out for amending the Rules of Online Banking, specified in § 33.

3. The Bank shall inform the Account Holder of changes to the Schedule of Fees and Commissions related to the provision of access to, use and servicing of the Online Banking System and the execution of Instructions placed via this System.

## **Chapter 10 Complaints**

### **§ 29.**

1. The Account Holder has the right to file complaints concerning the placed Instructions and the functioning of the Online Banking System.
2. Any and all complaints pertaining to the Financial Instructions placed via the Online Banking System, including the unauthorised, not executed or incorrectly executed payment transactions and Non-Financial Instructions, shall be reported by the Account Holder or User within 14 days as of detecting irregularity, in particular as of receiving the bank account statement.
3. With regard to the rules, mode and deadlines of submitting and handling complaints, the provisions of the BA Rules shall apply accordingly.
4. Where the complaint concerns damage to Authentication Devices distributed by the Bank, it is necessary to describe the damage and attach the Device constituting the subject matter of the complaint.

## **Chapter 11 Support for the Electronic Banking System**

### **§ 30.**

5. During the term of the Agreement, the Bank shall provide the Account Holder support via the Online Banking HelpDesk, except for problems related to the use of Authentication Devices not distributed or not made available by the Bank.
6. Support provided by the HelpDesk includes, in particular:
  - 1) providing information related to the functioning of the Online Banking System;
  - 2) identifying and preparing solutions for problems reported by Users, related to the use of the Online Banking System;
  - 3) explaining the specifics of how specific types of Instructions placed via the Online Banking System are processed;
  - 4) accepting complaints concerning the functioning of the Online Banking System;
  - 5) unblocking the access to the System and unblocking the Tools when they have been blocked due to the incorrect use of the Password or PIN Number for the User.
7. The Account Holder may submit queries to the HelpDesk via
  - 1) the contact form available on the Bank's website: [www.bgk.pl](http://www.bgk.pl); 2) electronic mail addresses; 3) fax.
8. The e-mail address and fax number referred to in paragraph 3 are available on the Bank's website: [www.bgk.pl](http://www.bgk.pl) and at a Branch.
9. A change of business hours, phone or fax numbers or the e-mail address of the Online Banking HelpDesk shall be notified by the Bank by way of a Bank Communication and by updating the aforementioned information on the Bank's website: [www.bgk.pl](http://www.bgk.pl). The changes referred to above do not constitute an amendment of the Agreement.

10. The Bank reserves the right to record and store recorded phone conversations between Users and HelpDesk consultants.

## **Chapter 12 Dissolution of the Agreement**

### **§ 31.**

1. The termination of the bank account agreement results in the termination of the Agreement with regard to the account being terminated.
2. Unless a termination notice has been given beforehand, the Agreement shall expire on the day on which the last bank account agreement applicable to bank accounts to be serviced in the Online Banking System, as specified in the Agreement, has been terminated.

### **§ 32.**

1. The Agreement may be dissolved by each of the Parties by giving 30 days' notice, counted from the day of delivery of the Agreement termination notice, subject to § 33(3). On the date of termination of the Agreement, the Bank shall block access to the Electronic Banking System.
2. The Bank has the right to terminate the Agreement only for valid reasons, which include, but are not limited to:
  - 1) the amendment of generally applicable provisions of law that has an impact on the performance of the Agreement;
  - 2) the need to adapt to change introduced to the Bank's IT system;
  - 3) a gross violation of the Agreement, the Rules of Electronic Banking 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) the withdrawal of the Electronic Banking System from the Bank's offer;
  - 6) changes to functionalities offered by the Online Banking System that prevent continued provision of the Online Banking service.
3. If the Agreement is terminated, the Account Holder shall return, during the notice period, all Authentication Devices distributed thereto by the Bank which have not yet been returned, otherwise the Account Holder shall be charged with fees for failure to return these Devices at rates set out in the Schedule of Fees and Commissions.

## **Chapter 13 Amendment of the Rules of Online Banking**

### **§ 33.**

1. The Bank reserves the right to amend the Rules of Online Banking during the term of the Agreement without terminating the Agreement.
2. The amendments referred to in section 1 shall be made on terms and conditions and in the manner corresponding with the amendments to the BA Rules.
3. The procedure and consequences for submitting an objection to those amendments and terminating the agreement 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 14 Final Provisions**



**§ 34.**

1. Pursuant to Article 7(1) to (3) of the Act of 29 August 1997 – Banking Act (Journal of Laws of 2015, item 128), declarations of intent related to the performance of banking activity may be submitted in electronic form; where the Act reserves that legal transactions require written form, it shall be deemed that a transaction made in electronic form meets the requirements of written form, even when written form was reserved under pain of invalidity. Documents related to banking activities may be prepared on electronic media, if these documents are duly created, recorded, delivered, stored and secured. Pursuant to applicable implementing provisions, the creation of a document consists in saving a sequence of data related to one or more banking activities on an electronic medium and signing this data, with the stipulation that it is sufficient to sign it using an electronic signature or to attach identification data, in accordance with the agreement between the parties.
2. All matters not regulated by the present Rules of Online Banking and the Agreement shall be governed by the provisions of the BA Rules and generally applicable provisions of law, as applicable to the Account Holder.
3. Pursuant to Article 384 of the Civil Code and Article 109(2) of the Banking Act, the Rules of Online Banking are binding for the Parties.