



**Regulations for the provision of services in the field  
of maintaining bank accounts  
individual clients  
at Nicolaus Bank**

**Toruń, April 2022**

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## Chapter 1. General provisions

### A. Definitions and introductory provisions

#### § 1

1. These "Regulations for the provision of bank account services for individual clients at Nicolaus Bank", hereinafter referred to as the regulations, define the rights and obligations of the parties to the framework agreement for individual clients, SKO and KZP, parents' councils, including the conditions for opening, maintaining and closing accounts.
2. Payment orders in foreign exchange transactions are carried out in accordance with the regulations applicable at the Bank for the execution of payment orders in foreign exchange transactions.
3. During the term of the agreement, the Bank, at the request of the account holder, provides:
  - 1) provisions of concluded contracts;
  - 2) the current content of the regulations and
  - 3) information on the account and executed payment transactions.

#### § 2

The terms used in these regulations should be understood:

- 1) **acquirer** - a bank or other provider within the meaning of the provisions of the Act of 19 August 2011 on payment services;
- 2) **Bank's settlement agent** - a settlement agent through which the Bank performs settlements of transactions made with the use of payment instruments issued by the Bank;
- 3) **merchant** - a recipient other than a consumer for whom the acquirer provides a payment service;
- 4) **Nicolaus Bank mobile application** - software provided by the Bank, used to support mobile banking, installed on the user's trusted mobile device, enabling the use of banking services, including the submission of payment orders;
- 5) **Nicolaus Junior mobile application** - software provided by the bank, installed on a child's trusted mobile device with the consent of the statutory representative and related to its online banking, used to support mobile banking to a limited extent;
- 6) **Bank or Nicolaus Bank** - Nicolaus Bank Spółdzielczy in Toruń
- 7) **payee's bank** - a bank keeping the payee's account, which settles the amount of the payment order with the payee;
- 8) **BLIK connections database** - database of recipients of BLIK phone transfers kept by the PSP;
- 9) **eDocuments** - the solution used by Nicolaus Bank consisting in the implementation of blockchain technology that meets the requirements of a durable medium in the form of a digital repository <https://edokumenty.nicolausbank.pl> connected with online banking;
- 10) **certificate of tax residence** - a certificate of the Account Holder's place of residence for tax purposes, issued by the competent administration authority of the Account Holder's place of residence;
- 11) **Contact Center** - a telephone customer technical support center, open from 8:00 a.m. to 4:00 p.m., from Monday to Friday, except on statutory holidays;
- 12) **value date (booking date)** - the moment from which or until which the Bank charges interest on the funds debited or credited to the account;
- 13) **additional identity document** - other than specified in point 13 a valid document allowing for additional verification of the identity of the person who performs a legal or factual transaction with the Bank, in particular: a retiree or disability pensioner;
- 14) **identity document** - a valid document enabling the identification of the person who performs a legal or actual transaction with the Bank;
- 15) **transferring provider** - the payment service provider that communicates to the receiving provider the information required to switch a payment account;
- 16) **receiving provider** - the payment service provider to whom the transferring provider provides the information required for the transfer of the payment account;
- 17) **a provider providing the service of initiating a payment transaction** - a provider of payment services conducting business activity in the field of providing the service of initiating a payment transaction;

- 18) **available funds** - account balance increased by the amount of the unused loan in the payment account—reduced by the sum of funds blocked on the account for the purpose of clearing instructions relating to these funds;
- 19) **day** - a day on which the Bank provides customer service to the extent regulated by the regulations, other than Saturday or a day specified in separate regulations as a non-working day;
- 20) **child** - a person who is 7 years old and under the age of 13, has a PESEL number, the legal representative of which is the account holder;
- 21) **electronic access channel** - the method of remote communication of the account holder with the Bank or the Bank via a teleinformatic network or electronic devices, including in particular: electronic banking services (website), SMS notification, Contact Center or mobile application;
- 22) **time** - the time by which the Bank accepts specific payment orders for execution on a given business day;
- 23) **3D Secure password** - a one-time SMS code sent by the Bank to the user's mobile phone number provided at the Bank in order to verify the user's identity and additional authorization of the transaction with the use of the 3D Secure service ;
- 24) **IBAN / unique identifier** - a unique bank account number compliant with the international bank account numbering standard established by European Committee for Bank Standardization ;
- 25) **identification with biometric data** - functionality made available on the mobile device on which the application is installed by its manufacturer; a method of verifying the user's identity using biometric data, i.e. physical characteristics registered by the user of the application on a mobile device, enabling the identification and authorization of the instructions;
- 26) **personalized credentials** - personalized data provided to the user by the payment service provider for authentication purposes;
- 27) **payment instrument** - a personalized device or a set of procedures agreed by the user and the Bank, used by the user to submit a payment order;
- 28) **currency exchange office** - a service offered by the Bank that enables the execution of currency exchange transactions (purchase / sale) ;
- 29) **card (debit card )** - a payment instrument identifying its licensed issuer and user, enabling operations specified in the regulations;
- 30) **contactless card** - a card that enables making contactless transactions;
- 31) **client** - an individual client, SKO, KZP or the parents' council;
- 32) **individual client** - a natural person concluding a contract, not directly related to its business or professional activity;
- 33) **BLIK code** - a 6-digit code necessary to carry out transactions as part of the BLIK service, generated in the Nicolaus Bank mobile application
- 34) **exchange rates (reference exchange rates )** - foreign exchange rates set by SGB-Bank SA in PLN, foreign exchange values expressed in foreign currencies, used in foreign exchange transactions and settlements between customers and the Bank, published in the relevant exchange rate table;
- 35) **BLIK limit** - daily quantity or amount limit for BLIK transactions, respectively;
- 36) **limit of non-cash transactions** - the maximum daily amount of non-cash transactions set by the Bank, which can be made using the card, respectively, in retail and service outlets accepting payment cards or via the electronic access channel, including cash withdrawals as part of the cash service back ;
- 37) **contactless transaction limit** - the amount limit of a single contactless transaction set by the payment organization; the amount of the limit for contactless transactions carried out outside the territory of the Republic of Poland may be different from the limit applicable in the territory of the Republic of Poland;
- 38) **cash withdrawal limit** - the maximum daily amount of cash withdrawals set by the Bank that can be made with the use of payment instruments at ATMs, other self-service devices or bank branches that accept payment instruments
- 39) **Mastercard International (Mastercard)** - a payment organization supporting the international system of acceptance and settlement of transactions made with cards with the Maestro / Cirrus / Mastercard logo;
- 40) **exchange rate margin** - the amount of total fees for currency conversion in a payment transaction (currency conversion) constituting a percentage of the most recent reference Euro exchange rate

announced by the European Central Bank (ECB) presented by the Bank in accordance with the Regulation of the European Parliament and of the Council (EU) 2019 / 518 of 19 March 2019 amending Regulation (EC) No 924/2009 with regard to certain charges for cross-border payments in the Union and currency conversion charges;

- 41) **non-resident** - a natural person who does not reside on the territory of the Republic of Poland;
- 42) **NRB / unique identifier** - a unique 26-digit bank account number compliant with the standard applicable to banks operating in the territory of the Republic of Poland;
- 43) **debiting the account** - reducing the account balance by the amount of the instruction carried out by the Bank;
- 44) **payee** - the holder of the account indicated in the payment order, who is the recipient of funds being the subject of the payment transaction;
- 45) **interest period** - the period specified in the contract or confirmation for which the interest is charged;
- 46) **payment organization** - an organization that defines the rules of the payment scheme and is responsible for making decisions regarding the functioning of the payment scheme (Visa, Mastercard or Polish Payment Standard);
- 47) **package** - fees and commissions defined in the tariff for individual customer groups;
- 48) **PIN for the Nicolaus Bank app (e-PIN)** - a unique string of at least 5 digits used as a method of user authentication and authorization of instructions in the application;
- 49) **PIN for the Nicolaus Junior mobile application (e -PIN)** - a unique string of 4 digits used as a method of user authentication and authorization of instructions in the application;
- 50) **payer** - a user submitting a payment order;
- 51) **BLIK payment** - payment for goods or services in a stationary store / service point or in an online store using the BLIK code, BLIK payment is a transfer order or an internal transfer order;
- 52) **transfer order** - a payment service consisting in crediting the payee's payment account on the basis of an instruction given by the payer;
- 53) **account holder / holder** - a customer with whom the Bank concluded a framework agreement in the case of a joint account - each of the co-owners;
- 54) **confirmation** - an agreement for a given type of account
- 55) **Banking Law** - the Act of August 29, 1997 - Banking Law;
- 56) **Statutory representative** - parent, legal guardian or probator officer;
- 57) **BlueCash " express transfer** - real-time transfer of funds using the mechanisms of the BlueCash IT system , operating on the basis of the consent of the President of the National Bank of Poland to run a system of quick transfers; the maximum amount of a single express transfer is PLN 10,000.
- 58) **transfer to the BLIK phone**<sup>1</sup>- a transfer made on the basis of an instruction placed in the application, consisting in transferring funds to the account of the recipient registered in the BLIK connections database and carried out in real time on the day the transfer order is submitted, the transfer to the BLIK telephone is a transfer order;
- 59) **PSP** - Polski Standard Płatności sp. Z oo with its seat in Warsaw, which is the entity that manages and provides the BLIK system;
- 60) **account** - any type of account opened and maintained by the Bank for the account holder on the basis of a bank account agreement or other agreement, with a unique 26-digit NRB number;
- 61) **payment account** - an account for one or more holders for the execution of payment transactions;
- 62) **complaint** - each request addressed to the Bank, containing reservations regarding the services provided by the Bank;
- 63) **resident** - a natural person residing in the territory of the Republic of Poland;
- 64) **account balance** - the balance of funds in the account booked at the end of the operating day, being the difference between the sum of credits and debits to the account at the end of the operating day;
- 65) **SGB or Spółdzielcza Grupa Bankowa** - an association formed by the Bank and cooperative banks that concluded an association agreement with it;

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<sup>1</sup>After the service is made available by the Bank.

- 66) **strong authentication** - authentication ensuring data confidentiality protection based on the use of at least two elements belonging to the category:
- a) knowledge of something that only the user knows,
  - b) having something that only the user has,
  - c) user characteristics
- being an integral part of this authentication and independent in such a way that a breach of one of these elements does not diminish the credibility of the others;
- 67) **SmartKARTA** - a service that enables account management in selected ATMs and the Bank's own cash deposit machines via the mobile application;
- 68) **base rate** - an interest rate from a publicly available source that can be verified by both parties to the contract;
- 69) **Bank's website** - [www.nicolausbank.pl](http://www.nicolausbank.pl);
- 70) **system** - an ICT system used by the Bank to provide the account holder with information related to the operation of his accounts and the creation and exchange of electronic messages allowing the user to prepare instructions and send them to the Bank;
- 71) **BLIK clearing system** - an interbank system for the clearing of payment transactions made using BLIK; information about the banks that are parties to the BLIK settlement system is provided on the website maintained by Polski Standard Płatności Spółka z oo, [www.polskistandardplatnosci.pl](http://www.polskistandardplatnosci.pl);
- 72) **table** - the table of exchange rates applicable at the Bank, published on the Bank's website at [www.nicolausbank.pl](http://www.nicolausbank.pl)
- 73) **tariff** - the tariff of commissions and fees for banking activities and services in force at the Bank;
- 74) **NFC technology** - (abbreviation for Near Field Communication ) technology that enables contactless and wireless data transmission over a short distance using a mobile device with an NFC antenna, communicating with a POS terminal or ATM and enabling contactless transactions;
- 75) **BLIK transaction** - BLIK payments and BLIK withdrawals;
- 76) **payment transaction (operation / transaction)** - a payment, withdrawal or transfer of funds initiated by the user;
- 77) **SmartKARTA transactions - SmartKARTA withdrawal / deposit** ;
- 78) **contactless transaction (contactless transaction)** - a non-cash transaction made with the use of a card at a service and commercial point equipped with a terminal with a contactless reader, consisting in making payments by bringing the card or mobile device closer to the contactless reader;
- 79) **on-line mode** - a mode of making transactions by means of a payment instrument, which requires a real-time connection of the device accepting the payment instrument with the banking system;
- 80) **agreement / framework agreement** - an agreement under which the Bank performs individual payment transactions and maintains an account or accounts, in accordance with the provisions of these Regulations;
- 81) **mobile device** - smartphone, tablet or other device with the iOS or Android operating system, supporting data transmission and having access to the Internet ;
- 82) **self-service device** - an electronic device through which the user may perform activities specified in the regulations, debited or credited to the invoice;
- 83) **BLIK service** - a service that allows transactions to be made using BLIK codes generated in the Nicolaus Bank mobile application;
- 84) **cash service back ( cash back )** - a service that allows you to withdraw cash from the cash desk of a point of sale while making a card payment, the maximum amount of the withdrawal in the cash service back is determined by the payment organization and the information about the amount is provided to the customer by the point of sale; the service is available at points marked with the Mastercard / Maestro logo. Pay by card and withdraw or Visa cash back ;
- 85) **crediting the account** - increasing the account balance by the amount of the instruction carried out by the Bank;
- 86) **user** - a natural person, legal person and an organizational unit that is not a legal person, which the law grants legal capacity, using payment services as a payer or payee; the user is the account holder and a person authorized by him ;
- 87) **Visa (Visa International)** - an organization operating the international system of acceptance and settlement of transactions made with cards with the Visa logo;

- 88) **account currency** – the currency in which the Bank maintains the account for the holder;
- 89) **settlement currency** – the currency in which domestic or foreign transactions are settled by the payment organization;
- 90) **property values** – shall mean property rights or other movable property or real estate, means of payment, financial instruments within the meaning of the Act of July 29, 2005 on trading in financial instruments, other securities, foreign exchange values and virtual currencies;
- 91) **application** – application for access to or change of account services, payment instruments and electronic access channels
- 92) **card issuer** – Bank;
- 93) **licensed issuer** – SGB-Bank SA, under the license of which the card is issued;
- 94) **BLIK withdrawal** – a BLIK transaction consisting in the withdrawal of funds at an ATM or at a POS terminal in a stationary store / service point, made without the use of a payment card, BLIK withdrawal is a cash withdrawal;
- 95) **withdrawal / deposit – SmartKARTA** transaction consisting in withdrawing / depositing funds at the Bank's ATM / deposit machine, made without the use of a payment card using the Nicolaus Bank mobile application;
- 96) **card blocking** – an activity consisting in temporarily preventing operations with the use of a card;
- 97) **freezing property values** – preventing the transfer, change or use, as well as carrying out any operation with the participation of these values in any way that may cause a change in their size, value, place, property, possession, nature, purpose or any other change that may allow benefit from them;
- 98) **card blocking** – an activity consisting in irrevocably preventing transactions with the use of the card;
- 99) **reservation of the BLIK service** – an activity consisting in irrevocably preventing the execution of operations with the use of BLIK.
- 100) **trusted mobile device** – a mobile device with Internet access , on which the application has been activated, registered in the Bank's systems by the user of which he is the only user, used for strong authentication;
- 101) **payment order** – a user's instruction to the Bank containing an order to execute a payment transaction;
- 102) **payer** – a user ordering the Bank to execute a payment order;
- 103) **consent to debit the account** – consent of the account holder to debiting his account by the recipient with the amounts resulting from his obligations towards the recipient, on the basis of which the recipient is entitled to issue a direct debit for specific obligations.

### § 3

1. The Bank opens and maintains accounts for residents and non-residents under the concluded agreement.
2. The contract is concluded in Polish, in writing, documentary or electronic form; the language used by the parties during the term of the contract is Polish.
3. The documents and declarations submitted by the holder should be in Polish or, at the Bank's request, translated into Polish by a sworn translator.
4. In the event of discrepancies between individual provisions of the contract and the regulations, the provisions of the contract shall prevail.

### § 4

1. The account holder may be a natural person with full legal capacity, subject to paragraph 2 and 3.
2. A legally incapacitated person may be the account holder on conditions separately agreed with the Bank.
3. The account holder may be a minor.
4. On behalf of a minor who has not reached the age of 13, the contract is concluded by his legal representative.
5. A minor who has reached the age of 13 may conclude the contract with the written consent of the legal representative.

## **B. Conclusion of an account agreement**

### § 5

1. The account may be run as:
  - a. individual account – for one holder;
  - b. joint account – for several holders, called joint owners, subject to the provisions of section 3 and sec. 4.
2. The account may be kept for:
  - a. individual customer;
  - b. School Savings Bank (SKO);
  - c. Emergency and Loan Funds (KZP);
  - d. parents' council within the meaning of the provisions of the Educational Law.
3. Only residents or only non-residents can be co-owners of the account.
4. The co-owner of the account cannot be a minor or incapacitated person.

### § 6

1. When applying for an account, the customer submits a specimen signature on the contract in the presence of the Bank's employee.
2. Persons representing SKO or KZP and the parents' council submit specimen signatures on the specimen signature card.
3. Persons representing SKO or KZP and the parents' council applying for the opening of an account are required to – submit documents confirming their ability to conclude a contract.
4. The Bank may waive the fulfillment by SKO or KZP and the parents' council of the obligation to submit documents if the SKO or P-KZP and the parents' council confirm that the documents available to the Bank in connection with the previous conclusion of another agreement are consistent with the current factual and legal status.
5. Changes to the client's specimen signatures are made by submitting a new specimen signature card.

### § 7

1. The customer applying for the opening of an account is obliged to present a valid identity document to the Bank's employee; the Bank's employee may request an additional identity document.
2. Persons representing SKO or KZP and the parents' council, who apply for opening an account, are required to present to the Bank's employee documents authorizing them to act on behalf of and for these organizations, as well as an identity document.

### § 8

1. The condition for opening the account is the conclusion of the contract, and if the contract or the regulations specify a minimum amount for a given type of account, the –payment in the amount not less than the minimum amount.
2. After concluding the framework agreement and opening the account, the Bank provides the account holder in eDokumenty at [edokumenty.nicolausbank.pl](http://edokumenty.nicolausbank.pl)
  - 1) a copy of the contract;
  - 2) a copy of the specimen signature card –in the case of accounts kept for SKO or KZP and parents' councils.
3. If the account holder uses electronic access channels, the Bank may issue an account opening confirmation and make it available to the account holder in the form and manner appropriate for a given type of access channel; in such a case, the account holder is obliged to download the confirmation via this channel and archive it on his own.

## **C. Power of attorney**

### § 9

1. The power of attorney to conclude the contract must be made in the form of a notarial deed or in writing with a signature certified by a notary under pain of nullity, and the signature is certified:
  - 1) in the country –by a notary public;

2) abroad by:

- a) a consul of the Republic of Poland (or its equivalent in accordance with applicable regulations),
- b) by a notary of a given country and stamped with the apostille stamp provided for in the provisions of the Hague Convention Abolishing the Requirement of Legalization of Foreign Official Documents, unless an international agreement concluded between Poland and another country exempts from the obligation to legalize documents.

2. The power of attorney to conclude the contract must contain personal data required by the Bank.

#### § 10

1. The account holder, having full legal capacity, may grant a power of attorney to manage the account to another natural person.
2. Only a person with full legal capacity may be an attorney.

#### § 11

1. The attorney may represent the account holder on the basis of a permanent, generic or specific power of attorney.
2. Permanent power of attorney, subject to sec. 4, entitles the attorney to act in the scope reserved for the holder and covers all accounts, including those opened before and after the granting of the power of attorney, unless a different intention arises directly from the power of attorney or other, later disposition of the holder.
3. The power of attorney by type entitles the attorney to administer the funds on the given account to which it was granted, including the submission of orders or instructions of a specific type indicated in the power of attorney, subject to paragraph 5.
4. On the basis of the received permanent power of attorney, the proxy is not entitled to:
  - 1) granting further powers of attorney;
  - 2) placing an instruction concerning the contribution in the event of death;
  - 3) transfer of receivables on account of funds accumulated in the account;
  - 4) submitting an application for payment instruments for the account holder and for a user other than a permanent representative, and an application for electronic access channels for a user other than the user's representative;
  - 5) collection of the card issued to the account holder and of the user other than the permanent representative;
  - 6) collection of individual authentication data intended by the Bank for a system user other than a permanent representative;
  - 7) incurring liabilities under a credit in a payment account;
  - 8) termination of the framework agreement.
5. On the basis of the received power of attorney by type, the representative is not entitled to:
  - 1) granting further powers of attorney;
  - 2) placing an instruction concerning the contribution in the event of death;
  - 3) transfer of receivables on account of funds accumulated in the account;
  - 4) submitting an application for payment instruments and an application for electronic access channels;
  - 5) collection of the card issued to the account holder and another user;
  - 6) receipt of personalized security credentials;
  - 7) incurring liabilities under a credit in a payment account;
  - 8) termination of the framework agreement.
6. A special power of attorney entitles the attorney to perform an action with the Bank strictly specified in the power of attorney.

#### § 12

1. The signing of the account by the account holder on the power of attorney form takes place, subject to paragraph 2, in the presence of the Bank's employee.
2. A power of attorney may be granted without meeting the requirement referred to in para. 1; in such a case, the declaration of will of the account holder specifying the scope of authorization of the attorney should be signed by the account holder, and his identity and authenticity of signature - confirmed in the manner specified in § 9 sec. 1.

3. The power of attorney produces legal effects towards the Bank upon its delivery to the Bank and the signing of the specimen signature by the plenipotentiary in the presence of the Bank's employee, subject to para. 4.
4. In justified cases, the Bank may waive the requirement of submitting a specimen signature by an attorney in the presence of the Bank's employee; in such a case, the provisions of sec. 2 shall apply accordingly to confirmation of the identity and authenticity of the proxy's signature and its delivery to the Bank.
5. It is unacceptable to grant a joint power of attorney, i.e. a power of attorney, on the basis of which the effectiveness of actions taken by the attorney will depend on cooperation with another person, including a second attorney, with the exception of SKO and KZP and the parents' council.

#### § 13

1. The power of attorney may be changed in accordance with the principles referred to in § 12 of the regulations.
2. The revocation of the power of attorney becomes effective for the Bank upon receipt by the Bank of the account holder's written statement on revocation of the power of attorney.

#### § 14

1. The power of attorney expires as a result of:
  - 1) death of the account holder or proxy;
  - 2) loss or limitation of the legal capacity of the attorney;
  - 3) expiry of the period for which it was granted;
  - 4) the occurrence of the event for which it was granted;
  - 5) revocation of the power of attorney;
  - 6) termination or expiry of the contract, in whole or in part, relating to the account to which the power of attorney has been granted.
2. Actions performed by the attorney until the Bank becomes aware of the expiry of the power of attorney are deemed effective towards the Bank.

### **D. Interest on funds**

#### § 15

1. The funds accumulated on the account may be subject to interest according to:
  - 1) fixed interest rate in the amount determined by the resolution of the Bank's Management Board;
  - 2) variable interest rate:
    - a) in the amount determined by the Resolution of the Management Board;
    - b) being the sum of the base rate and the Bank's margin specified in the agreement; in the event that the floating interest rate assumes a negative value, the interest rate on accounts shall be set at 0.00% of the rate applicable for a given type of account.
2. A fixed interest rate means that the interest rate during the contract for a given type of account will not change.
3. A floating interest rate means that the interest rate may change during the term of the contract, however:
  - 1) change of the rate specified in sec. 1 point 2 lit. a) takes place on the effective date of the relevant resolution of the Bank's Management Board, unless the account holder refuses to accept the change; in the manner specified in § 65
  - 2) change of the rate specified in sec. 1 point 2 lit. b) follows:
    - a) automatically when the base rate is changed,
    - b) as of the effective date of a resolution of the Bank's Management Board changing the type of base rate or the amount of the Bank's margin for a given type of account, unless the account holder refuses to accept the change in the manner specified in § 65
4. The amount of the currently applicable interest rate is published in the form of a message on information tablets and on the website: <https://edokumenty.nicolausbank.pl> , and the holder is informed about it - additionally in account statements.

5. For the purpose of calculating the interest on the funds accumulated on the account, it is assumed that the year is 365 days long and the month is the actual number of days, unless the contract provides otherwise.
6. Interest is calculated from the date of payment of funds to the account until the day preceding the date of their payment.
7. Interest due on funds accumulated in the account is capitalized at the end of the interest period, and in the event of liquidation of the account before the end of the interest period –, on the date of closing the account, unless the contract or regulations provide otherwise.

## **E. Bank statements**

### § 16

1. The bank informs the holder about the amount of the account balance and about the operations performed on the account, drawing up account statements at least once a month.
2. If you want to change the date of preparing the statement and the method of delivery, the account holder:
  - 1) sends a message in the mobile application or online banking, indicating a new mode of preparing statements,
  - 2) signs the "Application for service change" generated by an employee at the Bank's outlet to the digital repository.
3. If the statements are made available in electronic access channels or sent to the electronic address provided by the account holder; he is obliged to download the excerpt via this channel and archive it himself.
4. The holder should check the correctness of the operations specified in the statement and the amount of the account balance on an ongoing basis.

## **Chapter 2. Disposing of funds in a bank account**

### **A. Eligible persons**

#### § 17

1. The following persons are entitled to administer the funds in the account:
  - 1) the account holder, and in the case of joint accounts – each of the co-owners;
  - 2) proxy – within the limits of the power of attorney granted to him.
2. The following persons are entitled to dispose of the funds accumulated on the account of a minor who is under 13 years of age:
  - 1) within the scope of ordinary management activities – statutory representative;
  - 2) beyond the limits of day-to-day management activities – statutory representative with the consent of the guardianship court.
3. A minor who has reached the age of 13 years old is entitled to administer the account of a minor:
  - 1) within the scope of ordinary management activities:
    - a) a minor, unless the minor's representative objects,
    - b) statutory representative of the minor;
  - 2) beyond the limits of ordinary management activities – statutory representative of a minor with the consent of the guardianship court.
4. Actions performed within the scope of day-to-day management are, in particular, instructions:
  - 1) account opening;
  - 2) payments to the account;
  - 3) withdrawals from the account up to the amount not exceeding twice the minimum remuneration for work in a given year, specified in the regulation of the Council of Ministers issued on the basis of the Act of 10 October 2002 on the minimum remuneration for work;
  - 4) liquidation of the account, subject to point 3 and point 5.
5. The monthly payout limit set within the limits of the ordinary management referred to in paragraph 4 point 3 does not apply to:
  - 1) funds from the minor's own earnings, unless a guardianship court order has been issued prohibiting the minor from using his / her own earnings independently;
  - 2) transferring funds to another account of the minor holder.

6. The above rules apply accordingly to accounts kept for the benefit of incapacitated persons, whereby:
  - 1) accounts of fully incapacitated persons are kept on the terms applicable to a minor holder who is under 13 years of age,
  - 2) accounts of partially incapacitated persons are kept on the terms applicable to a minor holder who has reached the age of 13, unless other rules result from the court's decision on the establishment of guardianship.

**B. Ways of administering funds on the account  
(execution of payment transactions)**

§ 18

1. The account holder may dispose of funds by submitting payment orders up to the amount of available funds, taking into account the fees and commissions due to the Bank, in the case of operations performed with the use of payment instruments specified by the account holder or the Bank, respectively.
2. In the absence of available funds on the account in the amount specified in paragraph 1 submitted payment order will not be processed.
3. The account may not be used by the account holder to make illegal transactions, including transactions as part of participation in Internet gambling, the organizer of which has not obtained the permit required under the Gambling Act.
4. The account holder may submit an order to delete an Elixir transfer ordered for execution via electronic banking when the transfer has not been executed by the Bank and when the confirmation of placing the order has not been downloaded. In order to remove a transfer, the account holder fills in the "Application for cancellation of an Elixir transfer to other banks" in online banking and approves it with the authorization code. The Bank confirms the completion of the instruction to remove the transfer by sending a message to the holder of the electronic banking account.

§ 19

1. Disposing of funds on the account takes place by submitting payment orders:
  - 1) in a non-cash form - based on the instruction submitted:
    - a) transfer orders,
    - b) using a payment instrument,
    - c) standing order,
    - d) direct debits,
    - e) currency exchange in the currency exchange office,
  - 2) in cash - based on the instruction submitted:
    - a) withdrawal of funds upon presentation of an identity document,
    - b) made in the multi-functional self-service devices of Nicolaus Bank using a payment card, biometric identification, SmartCARD or BLIK service
    - c) using a payment instrument, including cash services back.
2. Instructions for withdrawing funds from an account held by a minor are made at the Bank on the basis of the following instructions:
  - 1) a minor - up to the limits specified by his legal representative;
  - 2) statutory representative.
3. In order to enable the Bank to carry out the instructions referred to in para. 1, the account holder is obliged to give the Bank permission to execute the payment order (transaction authorization):
  - 1) in the case of a payment order submitted in writing by submitting a handwritten signature in accordance with the specimen submitted to the Bank, including on a tablet, or
  - 2) in the case of a payment order submitted in electronic form via electronic access channels, in the manner described in Annex 3 to these Regulations,with the proviso that the authorization of transactions made with payment cards or using the BLIK service is made in accordance with the principles set out in Annex 2 to these Regulations.

4. The Bank executes the payment order referred to in para. 3, provided that the data necessary for the performance of the order, referred to in § 22 para. 2 as well as the amount and date of the payment order – if it results from the nature of the order – subject to the provisions of § 25.

#### § 20

1. The payment orders referred to in § 19 are executed in PLN, and in addition, the payment orders referred to in:
  - 1) § 19 clause 1 point 1 lit. a) and b) – also in convertible currencies specified in the Bank's exchange rate table;
  - 2) § 19 clause 1 point 2 – also in convertible currencies in which the account is kept.
2. If the funds are credited to the account in a currency other than the account currency, the Bank converts these funds into the account currency according to the rules specified in § 21.
3. If funds are withdrawn from the account in a currency other than the account currency, the Bank shall make a withdrawal in the amount determined in accordance with the principles set out in § 21.

#### § 21

1. In the case of making payment orders in convertible currencies related to the execution of credit or debit instructions, the Bank applies the purchase or sale rates for currencies applicable when making a deposit or withdrawal, in accordance with the rules of applying the exchange rates of SGB-Bank SA specified in paragraph 2-6, subject to the provisions of the regulations specifying the rules for the settlement of transactions made with the card and currency exchange carried out at the currency exchange office.
2. In the case of operations for crediting the holder's account as the payee:
  - 1) received in the currency of the account – the Bank enters the received funds on the account, without making any currency conversion;
  - 2) received in a convertible currency offered by the Bank, but other than the account currency:
    - a) if the account indicated in the order is kept in PLN, the Bank converts the received funds in a convertible currency directly into PLN at the current purchase rate for this currency at the Bank and credits the account with the amount in PLN, or
    - b) if the account indicated in the order is kept in a currency other than PLN, the Bank converts the funds received into the account currency at the current purchase / sale rates in force at the Bank and credits the recipient's account with the value of the received order in the account currency.
3. In the case of operations consisting in debiting the account as a result of the execution of the debit payment instruction of the account holder, the Bank posts to the account:
  - 1) the amount indicated in the instruction – if the debited account is kept in the payment currency;
  - 2) the amount being the PLN equivalent of the amount indicated in the instruction converted at the current selling rate of this currency against PLN at the Bank – if the account is kept in PLN;
  - 3) an amount equivalent to the currency of the account, at the current purchase / sale rates for this currency in force at the Bank, if the account is kept in a currency of a different payment currency.
4. For non-cash transactions, the Bank uses the buy / sell rates for foreign currencies applicable at SGB – the Bank, and for cash transactions – the buy / sell rates for money.
5. If the Bank's execution of the instruction submitted takes place through a correspondent of the Bank or another intermediary financial institution, the Bank, when making the currency conversions referred to in para. 2 and 3, apply the exchange rates applicable respectively at the Bank's correspondent or at an intermediary institution.
6. Reference exchange rates are set according to the following rules:
  - 1) the Bank's reference exchange rate is determined on the basis of the exchange rates of individual currencies on the interbank market – applicable at the time of creating the table of exchange rates, increased or decreased by the Bank's margin applicable at the time of creating the table;
  - 2) Bank SGB publishes on the website <https://www.sgb.pl/kursy-walut/> a separate statement of exchange rates for non-cash and cash operations together with the average rates of the National Bank of Poland;

- 3) the exchange rate table contains information about the minimum amount entitling to negotiate exchange rates, the table number and the date and time from which it is valid;
- 4) the Bank's exchange rates may change during the working day and are published in the current table of the Bank's exchange rates, available at the Bank's outlets and on the Bank's website.

#### § 22

1. Cash payment at the counter may be made at the Branch which provides cash services.
2. The person making the cash payment to the account is obliged to provide the account number in the NRB or IBAN standard, the name and surname of the account holder and the title of the payment on a document filled in by himself or generated by an employee of the Bank's branch.
3. The User may deposit cash to the bank account to which the payment instrument was issued, at the Bank's deposit machine; account identification and transaction authorization is carried out through the number of the payment instrument used.
4. In the case of a cash deposit at the Bank's CDM, the user receives a confirmation of payment on a printout from the CDM.
5. The document referred to in para. 2, issued by the person making the payment illegibly, with traces of corrections, without giving the name and surname and without the NRB or IBAN number, will not be accepted by the Bank for execution.
6. The payment of cash at the Bank's outlet to the account of the holder is made available on this account immediately after receiving the funds, no later than on the same business day, and receives the value date upon payment.
7. A cash deposit at the Bank's deposit machine is made available on the account to which the card was issued or the biometric service was launched, immediately after receiving the funds, no later than on the same business day.

#### § 23

1. The bank causes the payment account of the payee's bank to be credited with the amount of the payment transaction no later than by the end of the next business day after receiving the account holder's order, except when the failure to execute the payment transaction within the above-mentioned period results from other legal provisions; this period may be extended by one business day in the case of receipt of a payment order in paper form; the option to extend the deadline does not apply to payment orders relating to receivables to which the provisions of:
  - 1) The Act of August 29, 1997 - Tax Ordinance;
  - 2) Regulation (EU) No 952/2013 of the European Parliament and of the Council of 9 October 2013 establishing the Union Customs Code;
  - 3) The Act of 17 December 1998 on pensions and disability pensions from the Social Insurance Fund.
2. If the Holder receives a foreign pension or pension on an account maintained by the Bank, the Holder is obliged to immediately notify the Bank of this fact in writing; The holder is obliged to attach documents confirming the receipt of such a benefit; documents should be translated by a sworn translator. If, in relation to the payment transaction, the Bank is required to calculate tax or health insurance contributions, the Bank will deduct them from the amount of the payment transaction received.
3. The account is debited with the amount of the payment transaction with the value date not earlier than the moment when the account was actually debited with the amount of the payment transaction.
4. In the cases specified in § 18 section 2, the Bank informs the holder about the refusal to execute the payment order and, if possible, about the reason for the refusal and the procedure for correcting the errors that caused the refusal, unless such notification is not permitted under separate provisions.
5. A payment order refused to execute shall be deemed not to have been received for the purposes of setting the date of execution of the payment order or the Bank's liability.

#### § 24

1. Cash withdrawal at the cash desk may be made at the Branch that provides cash services.
2. Withdrawals from the account made in cash are made by the account holder or authorized persons:
  - 1) via ATMs and POS terminals of other banks that accept payment instruments issued by the Bank;
  - 2) in multifunctional devices using activated biometric identification to the account or with a card in PLN or in EUR - withdrawal possible from devices with EURO functions,
  - 3) at the Bank's outlet.

3. Withdrawal of funds from the account in the amount **exceeding PLN 15,000** for an account kept in PLN and **EUR 3,000, USD** or the equivalent of this amount in a convertible currency for accounts kept in convertible currencies, by means of a cash instruction, requires the account holder or his representative to notify the intention payouts no later than on the day preceding the planned payout by 10.30.
4. The notification of the intention referred to in para. 1, may take place:
  - 1) in electronic banking by submitting an application (Other applications - cash order)
  - 2) in writing, after completing the appropriate form at the facility.
5. If the notified withdrawal is not collected, the Bank charges a commission in the amount specified in the Table of Fees and Commissions.

#### § 25

The basis for the identification of the account holder and / or the payee on the payment order is the account number in the NRB or IBAN standard, with the exception of deposits made at the Bank's cash deposit machine, where the account and user are identified based on the number of the payment instrument or biometric service.

#### § 26

1. The Bank executes payment orders immediately on the day of their receipt, but not later than on the next business day following the receipt of the instruction, subject to para. 2 and 3 and § 23 sec. 1. When the Bank receives a payment order on a day which is not a business day for it, it is deemed that the order was received on the first business day after that day.
2. Payment orders in domestic payment transactions are executed based on the following cut-off times:
  - 1) on the same business day, provided that they are submitted:
    - a) at the Bank's outlet - until 12:00 or
    - b) via electronic access channels - until 1.30 pm;
  - 2) on the next business day, if submitted:
    - a) at the Bank's outlet - after 12:00 or
    - b) via electronic access channels - after 1.30 pm;
  - 3) in the case of making settlements in the form of instant transfers - based on the cut-off times specified in Annex 4 to the Regulations.
3. Payment orders in foreign exchange transactions are carried out in accordance with the regulations referred to in § 1 subpara. 2.
4. From the moment the order is received by the Bank, an authorized payment order executed in the payment system may not be revoked, except for the situations described in § 27 subpara. 6 and § 32 section 3. If the payer has given his prior consent to execute subsequent payment transactions, the revocation shall apply to all non-executed payment transactions, unless otherwise specified by the account holder.
5. The Bank executes payment orders in accordance with § 26 subpara. 1. except where the non-performance of the payment order results from other legal provisions.

#### § 27

1. The account holder may order the Bank to make cyclical transfers to the indicated bank account (standing order) or a one-off transfer with a future date (transfer with a deferred execution date).
2. The date of payment is determined by the account holder; if the order execution date falls on a day which is not a business day at the Bank, the Bank executes the order on the first business day following that day.
3. The Account Holder is obliged to ensure funds on the account on the day preceding the execution of the ordered instructions, in the amount at least equal to the amount of the instructions submitted and the fees and commissions due to the Bank for the execution of the ordered activities.
4. In the absence of available funds on the account in the amount specified in paragraph 3, on the day specified for the execution of the operation, the order will be executed no later than on the business day following the day the required funds are credited to the account, provided that the order may be awaiting execution no more than 30 days from the date indicated as the date of its execution; in the

event of ineffective expiry of the deadline specified in the preceding sentence, the order will not be processed.

5. The submitted transfer order with a deferred execution date and the standing order may be canceled at the latest on the business day preceding the date of its execution indicated in the instruction.
6. If the payment transaction is initiated by or through the payee, the account holder may not revoke the payment order after transmission of the payee's payment order or after the account holder has given the payee's consent to execute the payment transaction, subject to § 32 subpara. 3.

#### § 28

1. The holder's account is credited with the value date on the business day on which the inflow of funds to the Bank took place, subject to para. 2, provided that the instruction contains the necessary data enabling the booking of funds on the appropriate account.
2. For discretionary foreign exchange transactions The bank makes the amount of the payment transaction available to the holder immediately after the account is credited with this amount.

### **C. Direct Debit**

#### **Principles of operation and execution of direct debit**

#### § 29

1. The Bank performs settlements in the form of direct debit only against the ROR / PRP.
2. The parties to settlements in the form of direct debit are: the payee who is the ordering party, the account holder as the payer, the payee's bank and the bank.
3. Settlements in the form of direct debit are made in PLN through accounts kept in PLN.
4. The basis for the execution of direct debits for the account holder is his consent, which is also the consent for the Bank to debit his account.
5. The account holder provides consent as follows:
  - 1) a copy intended for the recipient –in the manner indicated by the recipient;
  - 2) a copy intended for the Bank:
    - a) through the recipient, together with the copy intended for the recipient - in a manner specified by the recipient,
    - b) in person or by mail to the Bank,
    - c) with the use of electronic banking services, provided that the Bank provides such a service.
6. The Bank registers the received consent within three working days from the date of its receipt, provided that the consent document is filled in correctly; if any errors are found, the Bank returns the consent document to the sender within three business days of its receipt.
7. The account holder may withdraw the consent at any time by providing a document of consent withdrawal, in accordance with the principles described in section 5, with the proviso that the withdrawal of consent does not apply to direct debits to be carried out on the date of the withdrawal of consent.
8. The bank registers the withdrawal of consent in the manner specified in para. 6; withdrawal of consent is effective from the moment of registration with the Bank - if the direct debit is received by the Bank after registration of the consent, it will not be processed by the Bank.
9. The account holder who is the direct debit payer may order at the Bank to block the account for debits in the form of direct debit, if the Bank has made such an option available.
10. A blockade established by the payer account holder may have the following character:
  - 1) general - applicable to all recipients
  - 2) special - pointing to specific recipients.

#### § 30

1. The Bank executes the payment order received from the payee's bank on the day of its receipt, debiting the account of the account holder on that date, subject to §31, while the receipt by the Bank of the message initiating the direct debit from the recipient's bank is tantamount to giving consent by the account holder.

2. The Account Holder is obliged to provide funds on the account that enable the execution of the direct debit and collection of the fees and commissions due – by the end of the business day preceding the day of direct debit execution by the Bank.
3. In the event of receiving several direct debits related to the account of the same holder to be executed at one time, the Bank shall debit the account of the account holder in the order of receipt of these direct debits; the order exceeding the amount of available funds will not be executed and the Bank will then execute the next direct debit not exceeding the amount of available funds, according to the order of receipt.

### **Refusal to execute a direct debit, return of a direct debit**

#### § 31

1. The bank will not execute the received direct debit in the following cases:
  - 1) there is no consent, subject to § 30 sec. 1;
  - 2) the consent for the execution of the direct debit has been withdrawn;
  - 3) the amount of funds available on the account is lower than the sum of the direct debit amounts and the fees or commissions due to the Bank;
  - 4) the holder's account has been closed;
  - 5) the account holder has canceled the outstanding direct debit.
  - 6) the holder has submitted an instruction to block the account for debits in the form of direct debits, if the Bank has made such an option.
2. The account holder may submit to the Bank a request to return the executed direct debit to the account from which the consent was granted, within 8 weeks from the date the account was debited.
3. A request for a direct debit return may be submitted by the account holder at a Bank branch by providing the following data:
  - 1) account number from which the direct debit was executed;
  - 2) data of the account holder (name and surname);
  - 3) unique payment identifier (IDP – payment title);
  - 4) direct debit amount;
  - 5) date of execution;
  - 6) unique identifier of the recipient (NIP of the recipient – if it is in his possession or NIW) with the annotation "return".
4. The bank shall immediately, and at the latest on the next business day from the date of receipt of the request for reimbursement, restore the account to the state that would exist if the execution of the direct debit had not been carried out; The bank credits the account with the refund amount plus interest due to the holder on account of the interest on his account for the period from the date the account is debited to the day preceding the day the account holder submits the request for return.
5. In disputes, the account holder contacts the recipient.

### **Cancellation of an unsuccessful direct debit**

#### § 32

1. Prior to the receipt of the direct debit instruction by the Bank, the account holder may, in a manner agreed with the Bank, submit at the Bank's outlet a cancellation of an unrealized direct debit, resulting in suspension of debiting the account with the previously indicated future direct debit.
2. When canceling a non-executed direct debit, the account holder provides:
  - 1) data listed in § 31 section 3 and
  - 2) the date of the direct debit execution;
  - 3) the date by which the account holder orders the suspension of debiting his account;
3. A cancellation of an unrealized direct debit may be submitted to the Bank no later than the end of the business day immediately preceding the date of execution of the direct debit specified in the invoice (bill).

### **Chapter 3. Disposing of funds in a bank account in the event of the death of the account holder**

#### **A. Disposition of the contribution in the event of death**

##### § 33

1. The account holder may order the Bank in writing to make - after his death - a withdrawal from the account to persons indicated by him: spouse, ascendant (parents, grandparents, great-grandparents), descendant (children, grandchildren, great-grandchildren) or siblings of a specified amount of money (payment of a contribution in the event of death).
2. The amount of the payment referred to in paragraph 1.1, irrespective of the number of instructions issued, may not be higher than twenty times the average monthly salary in the enterprise sector, excluding payments from profit, announced by the President of the Central Statistical Office for the last month before the death of the account holder.
3. The instruction concerning the deposit in the event of death may be changed or canceled in writing by the account holder at any time.
4. If the account holder has issued more than one instruction concerning the deposit in the event of death, and the total sum of the instructions exceeds the limit referred to in sec. 2, the disposition issued later takes precedence over the earlier disposition.
5. The amount paid in accordance with paragraph 1 is not included in the inheritance from the account holder.
6. Persons to whom, on the basis of the instruction concerning the contribution in the event of death, amounts were paid in breach of para. 4, are required to return them to the heirs of the holder.
7. If it learns about the death of the account holder, the Bank informs the persons indicated in the instruction with the contribution in the event of death about the possibility of withdrawing a specific amount by sending a declaration to the address of the beneficiary provided by the holder.

#### **B. Withdrawals from the account upon the death of the account holder**

##### § 34

1. After the death of the holder, the Bank makes withdrawals of funds accumulated in the account due to:
  - 1) reimbursement, at the request of the body paying out social insurance and social security benefits or a retired salary, of the amounts that were not due for the period after the death of the account holder;
  - 2) reimbursement of the amount spent on the funeral costs of the account holder to the person who presented the original invoices / bills stating the amount of costs incurred by him - in the amount not exceeding the costs of organizing the funeral in accordance with the customs adopted in a given environment;
  - 3) instructions of the account holder in the event of death in accordance with § 33;
  - 4) payments of funds to the heirs of the account holder.
2. The Bank withdraws funds from the account after the authorized heir has submitted a legally binding decision confirming the acquisition of an inheritance from the account holder or a registered inheritance certificate.
3. In the event that at least two heirs are entitled to withdraw funds from the account, the Bank shall pay these funds in accordance with the submitted final court decision on the division of the estate or an agreement concluded between the heirs; if the inheritance division has not been carried out, the Bank may only withdraw funds from the account to all heirs jointly.

### **Chapter 4. Separate provisions relating to individual types of accounts**

#### **A. Joint account**

##### § 35

1. The bank maintains a joint account for co-holders in the form of a disjoint account.
2. By concluding the agreement, the co-holders become joint and several creditors of the Bank and are jointly and severally liable for all liabilities towards the Bank during the term of the agreement.
3. The co-owners have no restrictions on their own funds accumulated on the account and independently perform all actions under the agreement, including its termination and withdrawal of

funds from the account on the date of termination of the agreement, with effect for other co-owners, unless the agreement stipulates otherwise.

4. Co-owners bear the consequences of their instructions and instructions submitted by proxies.
5. The Bank carries out the instructions of the co-owners in the order in which they were submitted.
6. In the event of the death of one of the co-owners, the other co-owners may freely dispose of the account and the funds accumulated on the account.
7. In the event of the death of one of the two co-owners, the existing joint account is transformed into an individual account maintained by the Bank for the living co-holder –as soon as the Bank receives information about the death of the joint –owner, unless the same joint holder submits an instruction to close the account.

## **B. Current account**

### § 36

1. ROR enables in particular:
  - 1) cash storage and billing;
  - 2) receiving payment instruments and performing operations using them;
  - 3) obtaining a loan in a payment account – under the conditions specified in a separate agreement;
  - 4) using other banking services offered by the Bank.

### § 37

1. Under one contract, an individual customer may:
  - 1) have only one savings and checking account at the Bank,
  - 2) open one bank account for each child of whom he is a legal representative, to use the Nicolaus Junior mobile application,
  - 3) may be a joint owner of joint accounts.
2. The savings and checking account opened by the child's statutory representative for the use of the Nicolaus Junior mobile application enables, in particular, the storage of the child's savings and the use of the card by the child, up to the end of the calendar month following the month in which the child turned 13.
3. The account holder referred to in point 1 sec. 2, may only be the legal representative of the child. In the case of a joint account – at least one of the account holders must be the legal representative of the child.

### § 38

If the scope of services provided by the Bank, the manner of their provision or the amount of the fees or commissions due to the Bank depends on the period of holding the ROR at the Bank by the holder; The bank may include in this period the time of having a ROR in another Bank, after the documented history of this account is submitted by it.

## **C. Basic Payment Account**

### § 39

1. The basic payment account (PRP) is intended for natural persons (consumers) for whom another supplier, as part of the activities performed on the territory of the Republic of Poland, does not maintain another payment account in PLN, enabling the execution of transactions referred to in art. 59ia paragraph. 3 of the Payment Services Act.
2. The rules for the opening, running and operation of PRP and the grounds for termination of the PRP agreement by the Bank are specified in the provisions of the Payment Services Act.
3. The holder of an account other than a PRP may not convert this account into a PRP.
4. A basic payment account enables the execution of payment transactions only in the territory of countries that are members of the EEA
5. A PRP account cannot be opened and run as a joint account.

## **D. Saving account**

### § 40

1. The Bank maintains savings accounts in convertible currencies in line with the Bank's current offer.
2. The amount and frequency of payments to the accounts referred to in § 40 is unlimited.
3. In the event of the death of the holder of the savings account, the Bank charges interest on the funds in the account until the day preceding the date of payment of these funds to the heirs of the deceased.
4. An individual customer may have only one savings account at the Bank as an individual account and be a co-owner of joint accounts.
5. Withdrawals from the savings account are made at the Bank up to the amount of savings in the form of a transfer to an account at Nicolaus Bank.
6. In the event of liquidation of a savings account, the Bank shall make withdrawals from this account up to the amount of the savings account.

## **E. Investment accounts**

### § 41

1. In the case of the progressive deposit "TWARDA LOKATA" and the systematic saving deposit "SKARBONKA", it is possible to make additional payments to the deposit in any amount, at any time, unlimited number of times.
2. The minimum amount of cash deposited on the deposit account is:
  - a. for accounts kept in PLN –500, - PLN;
  - b. for accounts kept in PLN - "SKARBONKA" systematic saving deposit - 50 PLN
  - c. for accounts kept in PLN - progressive deposit "HARD DEPOSIT" - PLN 1,000
  - d. for accounts kept in convertible currencies - EUR 25 or its equivalent in the account currency.

### § 42

1. Due interest is charged:
  - 1) at the end of the interest period –for the given interest period, starting from the date of payment of funds to the deposit account;
  - 2) in the event of liquidation of a deposit account before the end of the interest period - on the date of its liquidation for the period from the first day of a given interest period to the day preceding the date of liquidation of the deposit account, unless the agreement in the part concerning the deposit account provides otherwise.
2. After calculating the interest, the Bank may withdraw the interest due or add it to the deposit account, in accordance with the instruction of the account holder.
3. The bank also accrues interest in the event of the death of the deposit account holder, until the end of the contractual period, until the day preceding the date of payment of funds to the deceased's heirs.
4. In the case of the systematic saving deposit "SKARBONKA":
  - 1) interest capitalization takes place at the end of the contractual period,
  - 2) in the absence of a payment of at least PLN 50 in a given calendar month, the interest rate for this monthly period is half of the standard interest rate specified for a given Plan.
  - 3) in the event of termination of the deposit before the contractual maturity, the funds bear interest in the amount of half the interest rate on a- vista savings accounts for the period of maintaining the deposit.
5. In the case of the "HARD DEPOSIT" progressive deposit:
  - 1) capitalization of interest takes place after each completed 3-month interest period,
  - 2) if the client makes only one payment (no additional payments) and the twelve-month term of the deposit is met, the client will receive an average interest rate of 1.63% per annum,
  - 3) if the Customer makes an additional payment to the deposit amount, interest will be calculated in accordance with the interest rate applicable in the month in which the payment was made,
  - 4) interest will be charged for the period from the date of payment to the end of the quarter and added to the deposit balance.

### §43

If the deposit account is liquidated before the end of the contractual period, the funds on the deposit account bear interest at a reduced interest rate:

- 1) vista savings accounts for the period of maintaining the deposit,
- 2) for deposit accounts kept in convertible currencies - interest is charged in the amount of interest on a- vista savings accounts in a given currency.

#### § 44

1. No partial withdrawals are made from the deposit account, except for payments made after the holder's death:
  - 1) for the disposal of the contribution in the event of death;
  - 2) for funeral expenses;
  - 3) made to eligible heirs.
2. In the event of the death of the deposit account holder, the deposit is renewed until the heirs report.
3. Failure to dispose of cash after the expiry of the contractual period results in the renewal of the deposit account for another contractual period equal to the current one, at the current interest rate applicable at the Bank on the renewal date; If, as a result of renewal, the deposit account agreement concluded on or after 1 July 2016 would be binding for more than 10 years from the date of its conclusion, the condition for renewal is that the account holder issues such an instruction.

### **F. Dynamic investment accounts**

#### § 45

1. To open a dynamic deposit account, it is required to deposit funds in the amount not lower than PLN 500.

#### § 46

1. The interest rate on the funds accumulated on the dynamic deposit account depends on the length of the period of their storage in this account and increases with the lapse of subsequent interest periods within the original contractual term of the deposit, and after its renewal - within each subsequent contractual period.
2. Interest on funds accumulated on the dynamic deposit account is calculated from the date of their payment to the day preceding the withdrawal date and capitalized at the end of the deposit period or interest period - in accordance with the information provided in the confirmation, and in the event of termination of the agreement in the part relating to the dynamic deposit account due to the death of the holder - until the day preceding the day of payment of funds to the heirs of the deceased.
3. The bank is obliged to pay the interest due, calculated as the sum of interest for the interest periods met, according to the rates applicable for these periods.
4. In the event of liquidation of a dynamic deposit, the Bank will pay interest for individual full interest periods according to the rates applicable for these periods and interest for the incomplete interest period at the interest rate applicable to ROR accounts at the basic rate for each day of the incomplete period.
5. Failure to dispose of cash after the expiry of the contractual period results in the renewal of the deposit account for the next contractual period equal to the current one, at the current interest rate applicable at the Bank on the renewal date; If, as a result of renewal, the dynamic deposit account agreement concluded on or after 1 July 2016 would be longer than 10 years, the condition for renewal is that the account holder issues such an instruction.
6. In matters not covered by § 45 -46, the provisions relating to investment accounts shall apply first to dynamic deposit accounts, and then other provisions relating to accounts, excluding provisions relating to promotional deposit accounts.

### **G. Promotional deposit accounts**

#### § 47

1. provisions of § 47 -48 shall apply to deposit accounts offered by the Bank under any trade name as part of a promotion run by the Bank.

2. To open a promotional deposit account, it is required to deposit funds in the amount not lower than the minimum amount specified by the Bank in the terms of the promotion.
3. If the account holder did not dispose of the funds accumulated on the promotional deposit account along with the interest due, the Bank, after the end of the contractual period, will transfer them to ROR / PRP, and if the holder has no ROR / PRP at the Bank - to an interest-free technical account, on the day following the expiry of this period.
4. Interest is charged:
  - 1) at the end of the interest period –for the given interest period, starting from the date of payment of funds to the promotional deposit account;
  - 2) in the event of liquidation of a promotional deposit account before the expiry of the interest period - on the date of its liquidation for the period from the date of payment to the day preceding the day of liquidation of the promotional deposit account at the interest rate applicable to the ROR according to the basic rate;
  - 3) in the event of termination of the promotional deposit agreement due to the death of the account holder - by the day preceding the day of payment of funds to the deceased's heirs.

#### § 48

In matters not regulated in § 47, provisions relating to deposit accounts shall apply first to promotional deposit accounts, and then other provisions relating to accounts, excluding provisions relating to dynamic deposit accounts.

### **Chapter 5. Payment instruments and mobile services**

#### § 49

The rules for the issuance and operation of payment instruments and mobile services are attached as Appendix 2 to these Regulations.

### **Chapter 6. Electronic access channels**

#### § 50

The rules for the provision and operation of electronic access channels are attached as Appendix 3 to these Regulations.

### **Chapter 7. Currency exchange**

#### § 51

The rules for the provision of the Currency exchange service as part of electronic banking services constitute Appendix No. 5 to these Regulations.

### **Chapter 8. Final provisions**

#### **A. Complaints, complaints and motions**

#### § 52

1. The Account Holder is obliged to check the correctness of the Bank's execution of the instructions, including payment transactions, on an ongoing basis.
2. In the event of any irregularities related to the execution by the Bank of the ordered instructions, non-execution or improper execution of the orders referred to in para. 1, including findings of unauthorized transactions or reservations regarding the services provided by the Bank in the scope specified in the regulations, the user may file a complaint.
3. If the complaint is not submitted within 13 months from the date the account was debited or from the date on which the payment transaction was to be executed, the account holder's claims for unauthorized, non-executed or improperly executed payment transactions shall expire.
4. The complaint may be submitted:
  - 1) in person at the headquarters of the Bank or at any branch of the Bank in writing or orally for the record;
  - 2) orally by telephone by contacting the Contact Center at the number provided on the Bank's website;

- 3) by letter in writing to the address of the Bank's seat or any branch of the Bank, addresses are provided on the Bank's website;
  - 4) using electronic means of communication by sending an e-mail to the address provided on the Bank's website;
  - 5) through internet banking;  
however, in the event of a complaint concerning a transaction made with the card orally, the Bank will request the person submitting the complaint in writing to complete the complaint by signing the form.
5. The addresses of the Bank's headquarters and the Bank's branches are available on the Bank's website.
6. The content of the complaint submitted in writing should include:
- 1) name and surname of the person submitting the complaint;
  - 2) Address for correspondence;
  - 3) a detailed description of the event or the subject of the customer's objections;
  - 4) condition expected by the client after considering the objections;
  - 5) the signature of the person submitting the complaint, subject to paragraph 7.
7. A complaint regarding a card transaction, in addition to the information referred to in sec. 6 should additionally contain:
- 1) name and surname of the user;
  - 2) card number;
  - 3) the number of the account to which the card was issued;
  - 4) date of the advertised transaction;
  - 5) the amount of the advertised transaction;
  - 6) place of the advertised transaction (name of the service provider, city, country).
8. Complaints about transactions made with payment cards should be submitted on the form applicable at the Bank, while a complaint regarding each transaction should be submitted on a separate form; the complaint - if possible - should be accompanied by documents, additional information / explanations regarding the advertised transaction.
9. If the Bank finds that the information required to consider the complaint is missing, the Bank requests the customer to supplement it in the form in which the customer submitted the complaint.
10. In the event of the customer's refusal to provide all the data necessary to start the process of considering the complaint, as well as in the event of a refusal to sign the complaint form regarding a transaction made with the card, the Bank informs the customer that it will not be possible to consider the complaint due to the incompleteness of the customer's statement; notwithstanding the foregoing, the Bank replies to the complaint within the time limit specified in para. 11, and in particularly complicated cases within the time limit specified in sec. 12.
11. The Bank responds to the complaint without undue delay, no later than within 15 working days from the date of receipt of the complaint.
12. In particularly complicated cases, making it impossible to consider the complaint and provide a reply within the time limit referred to in sec. 11, the deadline for responding to the complaint may be extended to 35 business days; Complaints about card transactions outside the country or requiring information from an organization dealing with the settlement of transactions with payment cards or from third parties cooperating with the Bank are considered particularly complicated cases.
13. If it is not possible to respond to a submitted complaint within the time limit specified in paragraph 11, the Bank in writing within 14 days from the date of receipt of the complaint:
- 1) explains the reason for the delay;
  - 2) indicates the circumstances that must be established in order to consider the case;
  - 3) indicates the expected date of considering the complaint and answering the submitted complaint, which may not be longer than the period indicated in paragraph 12.
14. To meet the time limits referred to in paragraph 11 and 12, it is sufficient to send the replies before their expiry, and in the case of replies provided in writing - to send them at the post office of the designated operator within the meaning of Art. 3 point 13 of the Act of 23 November 2012 - Postal Law.
15. When responding to the complaint, the Bank takes into account the facts of the last day of the deadline for responding to the complaint - specified in para. 11, and in particularly complicated

cases in par. 12 – unless the information and any documents at the disposal of the Bank allow for an earlier reply.

16. If the facts on the basis of which the Bank replied to the complaint change, the Bank recognizes the complaint again taking into account the changed facts, provided that the changes were to the benefit of the client.
17. If the Bank fails to meet the deadline specified in para. 13, and in particularly complicated cases, the time limit specified in sec. 12, complaints are considered to be considered in accordance with the will of the customer.
18. All information on the complaint process concerning a transaction made with the card is obtained by the customer at the Bank's outlet to which the complaint was received.
19. The response to the complaint is provided in writing and sent:
  - 1) using electronic means of communication to the e-mail address indicated in the complaint by the customer or to the e-mail address from which the complaint was sent, by attaching a scan of the response; encrypted with a password, which is sent to the customer in the form of an SMS to the telephone number provided in the complaint form
  - 2) making available in the digital repository client eDokumenty ;
  - 3) by registered mail to the address indicated in the complaint by the customer;

#### § 53

1. The Customer may submit complaints to the Bank – statements that are not complaints – with regard to the services provided by the Bank or the activities performed by the Bank.
2. The customer may submit applications to the Bank regarding the improvement of the Bank's operations, better satisfaction of the needs of the Bank's customers, improvement of work or extension of the offer.
3. The provisions of this chapter shall apply accordingly to complaints and motions, with the exception of § 54 para. 6 point 4 and sec. 7 (to the extent that they relate to the Financial Ombudsman).
4. The bank is an entity supervised by the Polish Financial Supervision Authority.
5. In the event of a dispute with the Bank, the customer may ask for help from the Municipal or Poviast Consumer Ombudsman.
6. From the position contained in the response to the complaint, the user may:
  - 1) refer to higher decision-making levels of the Bank
  - 2) submit an arbitration clause at the Polish Financial Supervision Authority;
  - 3) use the institution of the Banking Arbitrator at the Polish Bank Association;
  - 4) submit an application to the Financial Ombudsman to resolve the dispute or
  - 5) refer the case to a common court.
7. The entities authorized to conduct proceedings on out-of-court resolution of consumer disputes within the meaning of the Act of 23 September 2016 on out-of-court resolution of consumer disputes are:
  - 1) Financial Ombudsman, website address: <https://www.rf.gov.pl> ;
  - 2) The Arbitration Court at the Polish Financial Supervision Authority, website address: <https://www.knf.gov.pl>
  - 3) Bank Consumer Arbitration at the Polish Bank Association, website address: <https://www.zbp.pl>

### **B. Tariff of commissions and fees**

#### § 54

1. For the activities related to the provision of services specified in the agreement, the Bank charges fees and commissions in accordance with the tariff binding at the Bank.
2. The current tariff of fees and commissions is available at the Bank's branches in the form of a message on information tablets and on the website: [edokumenty.nicolausbank.pl](http://edokumenty.nicolausbank.pl) .
3. The account holder declares that, prior to the conclusion of the agreement, the Bank has informed that any changes to the tariff will be published on the website [edokumenty.nicolausbank.pl](http://edokumenty.nicolausbank.pl) meeting the requirements of a durable medium.

### **C. Principles of the Bank's liability**

#### § 55

1. The Bank is liable, subject to §58, in the event of a payment transaction not authorized by the user
2. In the event of a payment transaction that has not been authorized by the user, the Bank is obliged to immediately, but not later than by the end of the business day following the date when the unauthorized transaction from which the account was debited has occurred, or after receiving the relevant notification, restore the account to the state that would exist if the transaction did not take place, subject to paragraph 5; the value date for crediting the account cannot be later than the date on which the unauthorized payment transaction is debited .
3. If the payment transaction is initiated through the provider of the payment transaction initiation service, the Bank is obliged to immediately, but not later than by the end of the business day following the date of noticing the unauthorized transaction from which the account has been debited, or restore it after receiving the relevant notification. account to the state that would exist if the transaction had not taken place.
4. The obligation of the Bank referred to in para. 3 does not apply to the situation:
  - 1) referred to in § 56 section 2,
  - 2) when the Bank has justified and duly documented grounds to suspect fraud, and notifies the authorities responsible for prosecuting crimes in writing.
5. If an incorrect unique identifier of the payee was indicated in the payment order, the Bank shall not be liable for non-execution or defective execution of the payment transaction.
6. On the payer's notification, in the case referred to in para. 5, the Bank undertakes actions specified in the Act of 19 August 2011 on payment services in order to recover the amount of the executed payment transaction.
7. The notification referred to in para. 6, should be submitted in the manner specified in § 52 subpara. 6 and include:
  - 1) name and surname of the account holder;
  - 2) Address for correspondence;
  - 3) a detailed description of the payment transaction referred to in para. 5 (date, currency and amount of the transaction, order recipient's data, incorrect account number);
  - 4) a handwritten signature of the person submitting the declaration, if it was submitted in writing or by means of a document.
8. For the recovery of the funds referred to in para. 6, the Bank charges a commission or fee as per the tariff.

#### § 56

1. The Bank shall be liable to the account holder for non-execution or improper execution of a payment transaction initiated by the user or through a provider providing the service of initiating a payment transaction, subject to para. 2.
2. The bank may release itself from liability:
  - 1) if he demonstrates the lack of notification by the account holder, within the time limit 13 months from the date the account was debited or from the date on which the payment transaction was to be executed on unauthorized, non-executed or improperly executed payment transactions ;
  - 2) if it proves incorrect use of the account number in the NRB or IBAN standard in the order ;
  - 3) in the event of force majeure or proceedings in accordance with separate , generally applicable provisions of law ;
  - 4) if he proves that the payee 's bank account has been credited in full and on time .
3. In the case referred to in paragraph. 2 point 4, the recipient's bank shall be liable to the recipient for non-performance or improper performance of the payment transaction.

#### § 57

1. If the payment order was initiated by or submitted through the payee, the payee 's bank shall be liable towards the payee for the correct transmission of the payment order to the Bank , in accordance with the Payment Services Act.

2. The bank is liable to the account holder for failure to perform or improper execution of a payment transaction in the event that the payment was made in The bank's account will not be made available on the account on the same business day.
3. The bank shall be liable to the account holder in the event of non-execution or improper execution of a payment transaction for which the payee 's bank is not responsible, pursuant to para. 1; in such a case, the Bank shall immediately return to the account holder / payer the amount of the non-executed or improperly executed payment transaction by restoring the debited account to the state that would exist if the non-performance or improper execution of the payment transaction had not taken place, with including fees and interest.

#### § 58

1. The account holder is responsible for the consequences of providing an incorrect account number which, according to the payment order, is to be credited or debited, irrespective of any additional information provided.
2. The account holder is responsible for authorized payment transactions and other authorized operations specified in the contract or regulations, performed by persons authorized by him acting as users and persons to whom the user has made the card available or disclosed individual credentials.
3. The account holder is charged with unauthorized payment transactions up to the Polish currency equivalent of EUR 50, determined using the average exchange rate announced by the National Bank of Poland, applicable on the date of execution of the payment transaction, if the unauthorized transaction results from:
  - 1) use a lost or stolen payment instrument, or
  - 2) misappropriation of a payment instrument.
4. The account holder's liability rules referred to in para. 3 shall not apply in the event that:
  - 1) the user was prevented from discovering the loss, theft or misappropriation of the payment instrument prior to the execution of the payment transaction, except where the user acted intentionally, or
  - 2) the loss of the payment instrument prior to the execution of the payment transaction was caused by an act or omission by an employee, agent or branch of the Bank or a provider of technical services provided to the Bank to support the provision of payment services.
5. The account holder is responsible for the full amount of unauthorized transactions, if the user caused them intentionally or as a result of willful or grossly negligent breach by the user and one of the obligations set out in § 10 and § 31 of Annex 2 and § 5 and § 17 respectively of Annex 3 to these Regulations.
6. The account holder is charged with unauthorized payment transactions made after the reservation of individual credentials / payment instrument, if they were caused by the willful misconduct of the user.
7. The account holder is not responsible for any unauthorized payment transactions if the Bank fails to make it possible to submit the objection referred to in § 23 subpara. 1 of Annex 2 and § 17 sec. 1 of Annex 3 to these Regulations, at any time, unless they were caused intentionally by the user.

#### § 59

1. The account holder shall not be liable for operations performed with the payment instrument / via electronic access channels, from the moment of submitting the instruction to block individual credentials / payment instrument, subject to § 58 subpara. 7.
2. If the Bank does not require strong user authentication, the account holder is not responsible for any unauthorized payment transactions, unless the user acted intentionally.

#### § 60

In the case of a non-executed or improperly executed payment transaction:

- 1) initiated by the account holder - The bank , regardless of liability , on the account holder 's request takes immediate steps to trace the payment transaction and notifies the account holder of the outcome ;

- 2) initiated by or through the payee - the payee's bank, regardless of liability, at the payee's request, takes immediate steps to trace the payment transaction and notifies the payee about the result.

#### **D. Change of contract, regulations or tariff**

##### § 61

1. Any changes to the contract or declarations addressed to the other party to the contract must be made in writing in the form of an annex, except for:
  - 1) tariff changes;
  - 2) changes in the amount of the fee for the service provided by the Bank, specified in the document on fees referred to in § 65 subpara. 1 point 5;
  - 3) changes to packages related to the account;
  - 4) changes in the interest rate on funds accumulated on the account;
  - 5) changes to the regulations,  
for the effectiveness of which, the contract or regulations allow for the submission of declarations in the manner or in the form specified in the regulations and with the exception of changes referred to in paragraph 2.
2. They do not require an annex:
  - 1) changes to the user's personal data;
  - 2) changes in the amount of the daily limit for cash withdrawals and non-cash operations;
  - 3) changes in the amount of operation limits in electronic access channels;
  - 4) changes in the method of generating and sharing lists of operations performed with the use of the card;
  - 5) changes in the form and frequency of obtaining extracts;
  - 6) accession to insurance, resignation from insurance;
  - 7) changes in the scope of services as part of the SMS package;
  - 8) changes in the types and scope of insurance;
  - 9) changes in the numbering of accounts;
  - 10) changes in working hours of the Bank's outlets;
  - 11) change of the address of the registered office or branches of the Bank
  - 12) other changes or instructions made available via electronic access channels indicated in the Customer Guide.
  - 13) changes to the Customer Guide and the Guide to the Nicolaus Bank mobile app.
3. The change referred to in paragraph 1. 2 points 1-8, submitted via electronic access channels, the Bank informs the user in a manner appropriate to the form of the application submitted by these persons.
4. About the introduced changes, referred to in paragraph 2 points 9-11, the Bank notifies the account holder:
  - 1) in writing - to the correspondence address provided by the holder in the customer information card or in the contract or
  - 2) in electronic form - to the electronic address indicated by the account holder.  
in electronic form via an SMS sent to the telephone number provided for the contact and makes the current document available via the eDokumenty portal
5. The current content of the Guides referred to in section 2 point 13 is published on the Bank's website and is available at the Bank's outlets.
6. If you want to change packages related to the account, the account holder:
  - 1) fills in an application for changing the tariff plan in internet banking by selecting a new package.

##### § 62

- 1st The Bank has the right to change the dates of execution of payment instructions referred to in § 26-27 in the following cases:
  - 1) changes in working hours of the Bank's outlets;
  - 2) changes in the schedule of the execution of payment orders in the interbank clearing system.
- 2nd The Bank has the right to change the numbering of accounts for technical reasons and changes in the law on the numbering of bank accounts in accordance with international standards.

3rd The changes referred to in paragraph 1.1 point 2, are subject to the general rules for amending the regulations.

#### § 63

1. The Bank has the right to change the interest rate on accounts with a variable interest rate during the term of the contract, within 6 months from the change of any of the following conditions:
  - 1) changes by at least 0.10 percentage point of the reference rate of the National Bank of Poland set by the Monetary Policy Council in relation to the recently announced value;
  - 2) for accounts in convertible currencies, changes by at least 0.10 percentage points in the rate set by the Central Bank issuing the currency in relation to the last announced value;
  - 3) changes by at least 0.10 percentage point in one of the WIBID 3M and WIBID 6M rates.
  - 4) changes in the consumer price index announced by the Central Statistical Office of Poland, by at least 0.2 percentage point compared to the corresponding month of the previous year.
2. The change in the interest rate will be consistent with the direction of change of the premise which is the basis for the change by the Bank.
3. The change in the interest rate will be made by a maximum value equal to three times the change in the premise that is the basis for the change by the Bank.
4. If the change of the interest rate is more favorable for the Account Holder, the Bank informs the Holder about the change without prior notice, without applying the procedure specified in § 66 by publishing information on the Bank's website.
5. The bank changes the base rate during the term of the contract, in the event of:
  - 1) resignation of the competent institution from using or publishing base rates constituting a component of the interest rate of funds accumulated on an account with the Bank;
  - 2) cease publishing by publicly available media of the base rate applied by the Bank.

#### § 64

1. The Bank has the right to change the amount of the rates of commissions and fees charged (tariff), during the term of the contract, within 6 months from the date of occurrence of at least one of the following conditions:
  - 1) any of the consumer price growth indices published by the Central Statistical Office will change by at least 0.10 percentage point, and in the event of a change in more than one index, the basis for the change is the index with the highest change value;
  - 2) the amount of the average monthly salary in the enterprise sector without the payment of bonuses from profit published by the Central Statistical Office will change - by at least 1% compared to the previous one in the corresponding period;
  - 3) energy prices, prices of telecommunications connections, postal services, costs of transaction settlements, interbank settlements and other costs incurred by the Bank for external institutions to which the fees and commissions relate - by at least 1% compared to the previous price in the same period (annual, quarterly or monthly);
  - 4) will be amended, repealed or introduced new generally applicable provisions of law, provided that as a result and in order to adapt to them, it became necessary to change the tariff;
  - 5) a new interpretation of generally applicable legal provisions will change or appear as a result of courts or a resolution, decision, recommendation, position or other assets issued by the Polish Financial Supervision Authority, the National Bank of Poland, the Office of Competition and Consumer Protection, the Bank Guarantee Fund or public authorities, if as a result, and in order to comply with them, it became necessary to change the tariff;
  - 6) new products or services will be introduced, with this change being the establishment of new fees or commissions for new products or services made available, or when products or services are withdrawn, in which case the change will apply to withdrawn products or services;
  - 7) there will be an expansion or change in the functions of products or services;
  - 8) spelling or accounting errors that need to be corrected are noticed or there is a need to introduce order changes that do not affect the amount of the fee and commission;
  - 9) change of the name of the product or service, including the marketing name, which does not affect the amount of fees and commissions.

2. The changes will consist in increasing or reducing the rate of commission or fees, in accordance with the direction of changes in the indicators or costs referred to in paragraph 1 items 1–3, by no more than twice the rate or commission currently in force, with the proviso that this does not apply to fees and commissions whose value was PLN 0 or 0%.
3. Tariff changes will be carried out in the manner specified in § 65.
4. Regardless of the circumstances in sec. 1 The Bank has the right to change the fees and charges specified in the tariff at any time:
  - 1) fees and commissions specified in the tariff consisting in their reduction, changes in the conditions of their collection to be more favorable for the client or cessation of their collection,
  - 2) when spelling or accounting errors that require correction are noticed, or there is a need to introduce order changes that do not affect the amount of fees and commissions,
  - 3) consisting in changing the name of the product or service, including the marketing name, which does not affect the amount of fees and commissions. In such a case, the tariff change procedure specified in § 66 does not apply

#### § 65

The Bank has the right to amend these regulations in the event of:

- 1) introducing changes to generally applicable provisions of law regulating the activities of the banking sector or the provision of services by banks, including changes to the rules applicable to the Bank for performing banking activities or actual activities related to banking activities, in the scope relating to the services specified in the regulations;
- 2) introducing a new interpretation of the provisions regulating the activities of the banking sector or the provision of services by banks resulting from court judgments, including European Community courts, decisions, recommendations or recommendations of the National Bank of Poland, the Polish Financial Supervision Authority or other competent control authorities or offices, including bodies and European Union offices, in the scope of services specified in the regulations;
- 3) changes to the Bank's applicable rules for issuing payment instruments and performing operations using them, as a result of changes introduced by any payment organization, with regard to services specified in the regulations regarding payment instruments;
- 4) adaptation to the necessary changes in the IT or telecommunications systems of the Bank or other entities the services of which the Bank uses or will use in the performance of banking activities or actual activities related to banking activities, in the scope related to the services specified in the regulations;
- 5) changes in the organizational and technical solutions relating to the performance of banking activities by the Bank or actual banking activities related to the services specified in the regulations;
- 6) changes in services and functionalities implemented through the account, electronic access channels or payment instruments that the holder / user could not have at their disposal on the date of conclusion of the contract in the scope relating to the services specified in the regulations.

#### § 66

1. The bank notifies the account holder about the change made during the term of the contract:
  - 1) interest rate, as a result of which the interest rate on the funds accumulated by the holder on the account is reduced;
  - 2) the type of base rate;
  - 3) the amount of the margin;
  - 4) tariffs;
  - 5) the fee contained in the document on fees for services related to the payment account;
  - 6) regulations,with the proviso that introducing a new product or service to the Bank's offer does not require notification of the account holder about any changes to the regulations and tariffs in this regard, at least 2 months before the proposed date of entry into force.

2. If, before the proposed date of entry into force of the amendments, the account holder fails to terminate the contract or raise an objection, the amendments shall be deemed to have been adopted and the parties shall be binding from the date indicated in the notification of the introduced amendment.
3. The bank, when notifying about the changes referred to in para. 1, notifies the account holder at the same time that:
  - 1) if, before the proposed date of entry into force of the amendments, the account holder does not object to these amendments, the amendments shall apply from the date indicated in the notification of the introduced amendment;
  - 2) the account holder has the right, prior to the effective date of the amendments, to terminate the agreement free of charge, with effect from the date of notification of the amendment, no later than from the date on which the amendments would be applied;
  - 3) in the event that the account holder files the objection referred to in point 1 and does not terminate the contract, the contract shall expire on the day preceding the effective date of the proposed amendments, free of charge.
4. The holder may submit a declaration of refusal to accept the changes referred to in sec. 3, in electronic form using electronic access channels, provided that the correct identification of the account holder is ensured, if the submission of such statements falls within the scope of the service functionality provided by the Bank.
5. Termination or objection shall only mean the termination or expiry of the account agreement to which the changes indicated by the Bank in the notification relate, unless the account holder clearly indicates in his statement that he is terminating the framework agreement.
6. In the event of an objection referred to in para. 3, point 3, submitted by the holder with regard to the deposit account, until the end of the contractual period, the parties are bound by the provisions in the wording in force before the changes are introduced.
7. When terminating the agreement or raising an objection, the account holder is obliged to dispose of the funds accumulated on the account.
8. In the event of failure to dispose of the funds in the account or failure to submit the instruction referred to in para. 7, the funds accumulated on the account are transferred to an interest-free technical account after the termination or expiry of the framework agreement or the account agreement.
9. The provisions of paragraph 1-8 shall not apply to changes in the interest rate of accounts with a variable interest rate being the sum of the base rate and the Bank's margin, if, in accordance with the agreement, the amount of the account's interest rate changes with the change of the indicated base rate and the Bank's margin does not change.

Notification of the changes referred to above and updated Bank document is delivered by sending notifications about changes to the above-mentioned documents in an SMS with the information that the document containing the changes is available on the Bank's website at <https://edokumenty.nicolausbank.pl>

## **E. Termination and expiration of the contract**

### § 67

1. The framework agreement is terminated in the event of:
  - 1) a written notice to be terminated by the holder with a 1-month notice period or by the Bank with a 2-month notice period, upon the expiry of the last day of the notice period;
  - 2) a written agreement - within the time limit agreed by the Bank and the holder;
  - 3) termination of the contract by the holder or submission of an objection by him in the manner and time limit specified in § 65;
  - 4) after 10 years from the date of issuing by the account holder the last instruction regarding the account / accounts kept under the agreement, unless the savings account agreement or the term savings deposit account agreement was concluded for a fixed period longer than 10 years;
  - 5) the death of the holder - on the day of the death of the holder;
  - 6) simultaneous death of both joint holders of the joint account - on the day of death of both joint holders of the joint account;

- 7) if within 24 months from the date of conclusion of the contract or liquidation of the last account, respectively, the holder has not opened any account - on that date.
2. The termination, termination by agreement and dissolution as a result of the objection referred to in para. 1 items 1-3 may refer to a specific account agreement operated under the framework agreement; in this case, the framework agreement and other account agreements run under it will not be terminated.
3. The deposit account agreement is terminated on the day the funds are withdrawn from the account - if the account holder withdraws the funds accumulated on the account before the end of the contractual period.
4. Agreement for an account other than a deposit account, regardless of the reasons specified in sec. 1 and 2, shall be terminated if within two years no turnover has been made on the account, apart from adding interest, and the cash balance on this account does not exceed the minimum amount specified in the contract or the regulations - on the last day of the second year.
5. In the event of termination of the framework agreement or contracts for accounts opened for a definite period, these accounts are not renewed during the notice period.

#### § 68

1. The account agreement also expires in the event of any of the following reasons in the event of:
  - 1) an account opened for a definite period - at the end of the contractual period;
  - 2) when the deposit account holder does not submit a renewal instruction, if as a result of the renewal the agreement would be binding for more than 10 years from the date of its conclusion.
2. After the contractual period referred to in paragraph 1 point 1, the funds on the account are transferred to the account indicated by the account holder, and in the absence of an instruction, they are transferred to an interest-free account.
3. The account referred to in para. 2, is interest-free and does not have a savings function .

#### § 69

1. The bank may terminate the agreement only for important reasons, with a 2-month notice period, subject to para. 3.
2. The following are considered important reasons entitling the Bank to terminate the agreement:
  - 1) providing false information by the holder when concluding the contract;
  - 2) breach by the holder of the provisions of the contract, the provisions of these regulations or failure to repay the commissions, fees or other charges due to the Bank;
  - 3) when there is a reasonable suspicion that the holder uses or intends to use the Bank's activities in order to conceal criminal activities or for purposes related to a fiscal, economic, economic or terrorist offense;
  - 4) failure by the holder to provide information or documents enabling the Bank to apply financial security measures in accordance with the Act on counteracting money laundering and terrorist financing;
  - 5) the use of the account by the holder / attorney to market property values derived from illegal or undisclosed sources and terrorist financing;
  - 6) covering the holder / attorney or a party to a transaction carried out on the account with national or international sanctions or embargoes established by the European Union or the United Nations;
  - 7) enabling the user to use accounts by third parties without the consent and knowledge of the Bank;
  - 8) a justified suspicion or confirmation of a payment instrument forgery, deliberate leading to an unauthorized payment transaction or violation of the rules of its use;
  - 9) providing a payment instrument and / or PIN to unauthorized persons;
  - 10) making a mobile device with an installed payment instrument available to unauthorized persons;
  - 11) disclosing individual credentials to unauthorized persons;
  - 12) no turnover on the ROR account for a period of 6 months, except for periodically adding interest and charging a commission (e.g. for keeping an account);
  - 13) use of the account by the holder contrary to its intended use;

- 14) using the ror account for business activities;
  - 15) failure to notify the Bank of a change in any personal data of the account holder and persons authorized by him;
  - 16) initiation of enforcement proceedings against the account holder ..
3. In the case specified in sec. 2 points 1 and 3 - 6. The Bank may terminate the agreement with immediate effect.
  4. If more than one account is maintained on the basis of the framework agreement, the Bank may terminate only the account agreement without terminating the framework agreement, with a 2-month notice period in the event of:
    - 1) specified in paragraph 2 points 7-13;
    - 2) failure by the account holder to pay the overdue receivables arising on this account together with the interest due within the time limit set by the Bank.
  5. The Bank shall inform the holder in writing by ordinary mail not earlier than on the 7th day of non-payment about the emergence of the due receivable and the obligation to pay it; if the outstanding debt persists, not earlier than on the 30th day of non-repayment counted from the date on which the debt arises, the Bank shall send the holder a request for payment within 7 days by registered mail with acknowledgment of receipt.
  6. Failure to repay the debt referred to in paragraph 5, within 7 days of receiving the request by the holder, the Bank shall authorize the Bank to terminate the account agreement.
  7. The bank may terminate the basic payment account agreement in the cases specified in the provisions of the Payment Services Act.

#### § 70

In the event of termination or expiry of the framework agreement or the account agreement to which the payment instruments have been issued, the Bank reserves all payment instruments issued to the account on the day following the termination or expiry of the agreement, and the user is obliged to destroy the individual credentials issued to him.

#### § 71

The Bank blocks access to electronic access channels and reserves individual credentials as soon as the Bank receives information about the death of the account holder.

### **F. Transfer of the payment account**

#### § 72

1. Transferring a payment account is possible for payment accounts that allow at least:
  - 1) making cash deposits into this account;
  - 2) making cash withdrawals from the account;
  - 3) ordering and receiving payment transactions.
2. In a situation where the Bank, as the receiving provider, does not provide services provided by the transferring provider as part of the payment account maintained, it is not obliged to provide them under the account opened by him for the customer as part of the account transfer.

#### § 73

1. After the customer submits the authorization to transfer the payment account and to the extent specified therein, the Bank, as the receiving provider, takes steps to transfer the customer's payment account or services related to the payment account indicated by the customer to the extent to which the Bank provides such services; in the case where the payment account is kept for two or more clients, the authorization is granted by all clients.
2. The authorization is submitted in a paper form, in Polish.

#### § 74

1. The Bank, as the receiving supplier, within 5 business days from the date of receipt of information from the transferring supplier, about:
  - 1) existing standing orders for credit transfers and granted consents for the execution of direct debits to be transferred, and

- 2) regularly incoming credit transfers and direct debits ordered by the creditor, processed on the consumer's payment account in the 13 months preceding the date of request for this information, performs the following activities, provided that they are authorized:
  - a) establishes and executes standing orders for transfer orders, the establishment of which was requested by the client, with effect from the date specified in the authorization;
  - b) makes the necessary preparations to accept direct debits and accepts direct debits with effect from the date indicated in the authorization;
  - c) where applicable, it informs the customer of his rights under Art. 5 sec. 3 lit. d Regulation (EU) No 260/2012 of the European Parliament and of the Council of 14 March 2012 laying down technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009;
  - d) informs the payers indicated in the authorization and making regular incoming transfer orders to the client's payment account about the data identifying the client's payment account with the Bank as the receiving provider and provides the payers with a copy of the authorization;
  - e) informs the recipients specified in the authorization and using the direct debit to withdraw funds from the client's payment account about the data identifying the client's payment account with the Bank as the receiving provider and about the date from which direct debits are to be executed from this payment account, and also provides these recipients a copy of the authorization.
2. The Bank, as the receiving supplier, performs the activities referred to in para. 1, to the extent that it is possible to do so by the information provided by the transferring provider or the client, and in the absence of such information, he requests to provide it.
3. If the client personally provides the information referred to in paragraph 1 point 2 lit. die, payers or recipients, the Bank, as the receiving supplier, provides the customer, within the time limit referred to in para. 1, data identifying the payment account and indicates the date from which standing orders for credit transfers and direct debits will be executed from the payment account maintained by the Bank as the receiving provider.

## **G. Information obligations**

### § 75

The bank is an entity covered by the mandatory guarantee system for funds held in bank accounts, in accordance with the Act of 10 June 2016 on the Bank Guarantee Fund, the deposit guarantee system and resolution.

### § 76

1. The Bank provides the account holder free of charge at least once a calendar year with a list of fees for services related to the payment account collected in the period covered by the statement in electronic form at [www.edokumenty.pl](http://www.edokumenty.pl) and in internet banking.
2. In the event of termination of the payment account agreement, the Bank shall provide the holder, not later than within 2 weeks from the date of termination of the agreement, with a list of fees for the period for which no statement of fees was prepared, until the date of termination of the agreement.

### § 77

At the customer's request, the Bank provides, free of charge, information on the basic payment account available in its offer, the terms of use of the account and related fees.

## **H. Other provisions**

### § 78

- 1st The Bank is entitled to proprietary copyrights or the right to use information or materials posted on the Bank's website.
- 2nd The information or materials referred to in para. 1, unless expressly stated otherwise, do not constitute an offer within the meaning of the Civil Code.

3rd The use by the account holder or user of the information or materials referred to in para. 1, for another purpose not related to the conclusion or performance of the agreement, requires the consent of the Bank.

#### § 79

The account holder and the persons authorized by him are obliged to immediately notify the Bank of any change of any personal data provided by him - including data on beneficiaries due to the instruction concerning the contribution in the event of death - and included in the form, and to present relevant documents confirming their change.

#### § 80

1. The user, including the account holder, is obliged to immediately notify the Bank of the loss of the identity document in order to block it.
2. The reservation and cancellation of the reservation of an identity document is made:
  - 1) at the Bank's outlet:
    - a) written,
    - b) by telephone, however, a telephone reservation must be confirmed in writing within 7 days; failure to confirm in writing within the indicated period or lack of compliance of the content of the written notification with the telephone notification results in the cancellation of the reservation of the identity document;
  - 2) via electronic access channels - in a form and manner appropriate for a given electronic access channel, if the current scope of functionality of a given channel allows for making or canceling reservations.

#### § 81

After the notification of the account or ID card has been blocked, the Bank shall be responsible for withdrawals from the account made at the Bank's branches from the moment of accepting the restriction.

#### § 82

1. The bank has the right to block the account holder or not to perform an operation or to freeze the property values in the cases provided for in the Act on counteracting money laundering and terrorist financing and in the Banking Law.
2. In order to perform the obligations under the Act on counteracting money laundering and terrorist financing, the Bank may request the account holder to provide additional oral or written explanations or provide documents necessary to perform the instruction.
3. The bank has the right to block the account holder in the event of becoming aware of the declaration of consumer bankruptcy of the account holder, until information is obtained from the trustee on the possibility of administering the funds on the account.

#### § 83

1. In matters not covered by the contract, regulations or the Customer Guide, the relevant provisions of law shall apply, in particular the provisions of the Banking Law, the Act on Payment Services or the Civil Code.
2. Polish law is the applicable law for the conclusion and performance of the contract covered by these regulations.
3. To determine the courts competent to settle disputes arising from the contract referred to in paragraph 1, generally applicable provisions of law shall apply.

#### § 84

These regulations, together with the attachments, are binding on the parties, pursuant to Art. 109 paragraph. 2 of the Banking Law

## Appendix 1

to the "Regulations for the provision of services in the field of maintaining bank accounts for individual clients"

### Rules for the execution of instant transfers in the Express ELIXIR system

#### § 1

1. Instant transfer is a service consisting in the real-time transfer of funds from an account maintained at the Bank to the account of the transfer recipient, made under the Express ELIXIR system offered by KIR SA (Krajowa Izba Rozliczeniowa SA).
2. Instant transfers are made only in PLN.
3. An immediate transfer instruction may be placed only with the current date.

#### § 2

1. The maximum amount of a single instant transfer transaction is fixed at the level of PLN 50,000.
2. The list of banks executing instant transfers is available on the website of KIR SA ([www.expresselixir.pl](http://www.expresselixir.pl)).

#### § 3

1. An immediate transfer order may be placed 24 hours a day, 7 days a week.
2. The instruction referred to in para. 1 will be accepted for implementation, provided that:
  - 1) the value of one instant transfer order does not exceed the amount limit for a single transaction;
  - 2) when the ordering party submits an immediate transfer order for execution, the transfer recipient's bank will be available in the system.
3. If:
  - 1) the recipient's bank will be unavailable in the system;
  - 2) correct handling of settlements in the system will be impossible for technical reasons,  
The bank will immediately provide the ordering party with a message that it is not possible to accept an immediate transfer order for execution.
4. The Bank allows technical breaks during which the service will not be available; a message about planned interruptions in the availability of the system will be posted in advance on the Bank's website or directly on the internet or mobile banking service .

## Appendix No. 2

to the "Regulations for the provision of services in the field of maintaining bank accounts for individual clients"

### Principles of issuing and functioning of payment instruments

#### 1. Cards

##### Issuing and renewing payment cards

###### § 1

1. Cards can be issued to:
  - 1) ROR / PRP
  - 2) savings accounts in convertible currencies: EUR, GBP, USD or other accounts indicated by the Bank.
2. The bank issues no more than one card of the same type for one person to the same account.
3. The card may be issued to the account holder or to the card user designated by the Holder.
4. The card user may be a child for whom the statutory representative has opened an account for the Nicolaus Junior mobile application.
5. The card user makes a payment transaction with the card in the name and on behalf of the Account Holder.
6. When establishing a card User, the Account Holder should inform him about the rules of using the card, including security rules.
7. The account holder may request a card for one or more persons by granting a power of attorney to administer the funds in the account using the card; which may be established for the benefit of persons over the age of 13.
8. A payment card may be issued to a natural person over 13 years of age who has a ROR account with the Bank.
9. The card is equipped with a proximity function.
10. The cardholder / user has the option to disable the contactless function on the card in online banking, in the mobile application or in a bank branch ; the condition for disabling the contactless function is to make a contact transaction at a POS terminal or an ATM with the use of a PIN.
11. The possibility of re-enabling the contactless function on the card and making contactless transactions is possible in online banking, mobile application or at a bank branch.

###### § 2

1. There are daily amount and quantitative limits for cash withdrawals and non-cash transactions for cards; standard values of the above. the limits applicable at the Bank are specified in Chapter 5 of this appendix.
2. The account holder / card user may at any time, via internet banking or mobile application, change the amount limits of operations performed with the use of payment instruments, excluding the limit of contactless transactions on payment cards.

###### § 3

1. The card is renewed automatically, if at least 45 days before the expiry of the card, the user does not submit a declaration of resignation from the card renewal, subject to paragraph 4.
2. The bank may change the card number, PIN number and payment organization for the renewed card. In this case, the Bank will notify the user of the change made on the terms set out in § 7 .
3. Renewed cards come with a contactless feature.
4. If you choose not to renew your card, you will destroy the expired card by cutting the card in such a way as to damage the magnetic stripe or the microprocessor and the card number.

###### § 4

1. The Bank has the right to renew the Card earlier than 58 days before the expiry date of the Card in the case of:
  - 1) withdraw the selected type of Card from the Bank's offer,
  - 2) termination of cooperation with an external partner, in cooperation with whom a given type of Card is issued,
  - 3) changes in the regulations of VISA or Mastercard payment organizations.

2. In the case of renewing the Card referred to in sec. 1 .:

- 1) the card may be renewed in a changed type – however, the changed type of Card must offer conditions and functionalities not worse than the type withdrawn from the offer,
- 2) The Account Holder will be notified of the early renewal by post or via electronic channels or in electronic form to the e-mail address provided by the Holder, min. 2 months before card renewal. If, within 2 months of receiving the notification, the Holder does not submit a written declaration of non-acceptance of the card's earlier renewal, it will be understood as consent to the earlier card renewal. The submission of such a declaration is tantamount to the termination of the Agreement by the Holder.

#### § 5

1. In the event of resignation from using the card during its validity period, the user reports the above fact in writing to the Bank, which after receiving the notification, cancels the card.
2. In the case referred to in paragraph. 1 card should be destroyed in the manner specified in § 3 sec. 4 of this Annex .

#### § 6

The bank may issue cards to the ROR other than those specified in these regulations, based on separate regulations.

### **Shipment of PIN and cards**

#### § 7

1. The PIN is sent via SMS to the telephone number provided by the user.
2. The PIN is generated and distributed in such a way that it is known only to the person whose name is on the card.
3. The PIN is necessary when using ATMs and when making payments at points of sale where confirmation of the operation using a PIN is required, subject to § 12 sec. 9.
4. The next three attempts to enter a wrong PIN code will stop the card.
5. If the card is retained, the user may stop the card and may apply to the Bank for a new card.
6. The bank cannot recreate the PIN code if it is lost, forgotten or not received.
7. In this case, the user may apply for a new PIN.
8. PIN changes can be made at ATMs that enable this operation, in online banking and in the mobile application .

#### § 8

1. The card is sent by post to the user's correspondence address, it is possible to collect the card at the Bank's outlet .
2. A sent / issued card is inactive - information on the method of card activation is provided by the Bank together with the card; card activation can be performed via internet banking and in the mobile application.
3. The card is valid until the last day of the month indicated on the card.

#### § 9

In the event of damage to the card, the account holder may apply for a duplicate card with the current PIN or with a new PIN; a damaged card must be destroyed.

### **Rules for using cards**

#### § 10

The user is obliged to:

1. storing and protecting the card and individual credentials with due diligence;
2. protect the card and PIN against theft, loss, destruction or damage;
3. not to keep the card together with the PIN and individual credentials;
4. not disclosing the card / mobile device PIN and individual authentication data to unauthorized persons;
5. immediate notification of card destruction;
6. immediately report the loss, theft, misappropriation or unauthorized use of the card / mobile device, or unauthorized access to the card, in accordance with the principles set out in § 24;

7. compliance with the provisions of the contract and the regulations;
8. ongoing monitoring of the account debits in the scope of transactions made with the use of the card and reporting any identified discrepancies or irregularities at the Bank;
9. updating antivirus software on the mobile device.

#### § 11

Operations may be made during the card's validity period only by the person whose name and surname are on the card.

#### **Performing the operation**

#### § 12

1. The card enables the administration of funds on the account by performing cash and non-cash transactions requiring authorization, with the use of authentication methods required by the Bank.
2. Cash operations consisting in the withdrawal of funds with the use of a card are carried out in:
  - a) bank cash desks, ATMs or POS terminals;
  - b) other devices that accept the card and allow you to withdraw funds;
  - c) retail and service outlets enabling the use of the cash service back , if this service was made available by the Bank;provided that the given device allows for a cash transaction with the card.
3. Cash operations consisting in depositing funds with the use of a card are made at the Bank's cash deposit machines, provided that the given device allows for such a cash payment with the card.
4. Non-cash operations are performed in:
  - a) POS terminals;
  - b) ATMs;
  - c) other devices that accept the card and enable cashless payments or
  - d) The Internet.
5. Non-cash operations, consisting in making a transfer to any account, are made at ATMs or electronic self-service terminals, accepting cards and enabling transfers.
6. The card can be used to carry out operations such as:
  - 1) operations with the physical use of the card:
    - a) cashless payments for goods and services at card-accepting retail and service outlets equipped with POS terminals,
    - b) cash withdrawals at bank cash desks, ATMs, multifunctional devices;
    - c) using the cash service back at merchant and service outlets accepting cards and equipped with POS terminals,  
subject to the provisions of sec. 10;
  - 2) remote operations, i.e. without the physical presentation of the card, in particular for purchases by telephone, mail or via the Internet, unless the regulations provide otherwise.
7. In the case of making operations with the use of the card referred to in sec. 6 point 1, the authorization is made by:
  - 1) a handwritten signature on the transaction confirmation, or
  - 2) by entering the correct PIN ,  
subject to paragraph 10.
8. In the case of remote operations with a card, referred to in sec. 6 point 2, of the following operations:
  - 1) card payments for goods ordered by phone or by mail (mail order / telephone order - MOTO operations);
  - 2) payment for the purchased goods via the Internet,  
authorization is made by entering the correct card number, expiry date and the three-digit CVC2 / CVV2 code on the reverse of the card.
9. Authorization is made respectively at the moment of placing the user's handwritten signature on the debit document in accordance with the signature specimen on the card, entering the PIN or providing the information required by the Bank; confirmation with a PIN or signature is not required in the case of operations specified in sec. 6 point 2 and section 10.

10. In the case of making contactless transactions, the authorization consists in holding the card close to the reader, in which the contactless transaction can be made, however, up to the limit of a single contactless transaction specified in § 34, no signature or PIN may be required.
11. The use of the contactless function is possible provided that the first contact transaction is made in the country at an ATM or payment terminal with the use of a PIN.
12. The bank uses strong user authentication when the user:
  - 1) gains online access to his account,
  - 2) initiates a payment transaction,
  - 3) performs an activity via the remote channel that may be associated with the risk of fraud related to the performed payment services or other abuses, subject to paragraph 13.
13. The bank may not use strong user authentication in the case of:
  - 1) transactions made outside the EEA (European Economic Area),
  - 2) Mail Order / Telephone Order transactions ,
  - 3) transactions initiated by the merchant,
  - 4) transactions at self-service terminals for payment of tolls or parking,
  - 5) transactions performed at a recipient from the list of trusted recipients, previously created by the user with the use of strong authentication,
  - 6) low -value transactions ,
  - 7) recurring transactions, provided that the creation, modification or initiation of the first recurring transaction took place using strong authentication,
  - 8) user initiates a remote payment transaction which the Bank considers to be characterized by a low level of risk in accordance with the Bank's transaction monitoring mechanism.
14. In the case of online transactions:
  - 1) it is recommended to use trusted computers with up-to-date anti-virus software;
  - 2) check if the transmission is encrypted with the SSL ( Secure Socket Layer ), which ensures the confidentiality and integrity of data transmission;
  - 3) do not use open and unsecured networks.
15. In the case of remote transactions: payment for postal, telephone or internet orders, it is recommended to use the services of reliable distance selling companies and accept card payments and to exercise particular caution.
16. The card may not be used by the user to make illegal transactions, including transactions as part of participation in gambling on the Internet , the organizer of which has not obtained the permit required under the Gambling Act.
17. The card is owned by a licensed issuer.

#### § 13

1. On a given day, the user may make operations with the card up to the amount of available funds, taking into account daily amount and quantitative limits for cash withdrawals and non-cash transactions, and in the case of cards enabling contactless transactions, based on contactless transaction limits.
2. Contactless transactions may be transactions made without verification of the balance, which do not reduce the available funds.
3. The transaction may be made contactlessly above the amount of the contactless transaction limit; in such a case, it requires confirmation with a signature or PIN and blocks the funds available in the amount of the authorized amount, subject to section 4.
4. Regardless of the amount of the contactless transaction, it may be necessary to carry out this transaction as a typical non-cash transaction requiring confirmation, despite the fact that all conditions for the execution of the contactless transaction have been met.
5. In the case of several cards issued to the same account, they function within the available funds on the account.
6. Each time an authorization is made in order to carry out a payment transaction, subject to sec. 2, the blocking of available funds in the amount corresponding to the amount of the authorized transaction for a period of up to 7 days, regardless of whether the transaction was successful, while the blocking of available funds is not a necessary condition for the Bank to execute the payment transaction ordered.

7. If the transaction is carried out on the basis of a payment card and its exact amount is not known at the time when the user agrees to execute the payment transaction, the Bank may block funds on the account if the user has agreed to block a specific amount cash.
8. The account holder should pay attention to the actual level of funds available on the account so as to make transactions with the card only up to their amount.
9. The Bank debits the account to which the card was issued with the amount of the transaction made on the day of receipt of the payment transaction from the Bank's acquirer.
10. If, within 7 days from the date of the transaction, the Bank does not receive a payment transaction from the Bank's acquirer, the blockade will be lifted; in this case, the account will be debited with the transaction amount and the relevant commissions after the 7-day deadline, on the day the Bank actually receives the payment transaction from the Bank's acquirer.

#### § 14

When making a card payment, the merchant may request an identity document, and the user is required to present such a document.

#### § 15

In the case of making non-cash or cash transactions using cards issued in the Visa and Mastercard system, the merchant may charge the account holder with an additional fee or commission (the so-called surcharge); the condition for its collection is that the merchant informs about the amount of the fee or commission charged prior to the commencement of the payment transaction; charging a fee or commission and its amount are independent of the Bank.

#### § 16

1. The Bank has the right to contact the user in order to confirm the execution of the transaction with the card.
2. The user is immediately informed about the refusal to execute the transaction by displaying a message by the devices (ATM, POS terminal) or the internet transaction system through which the transaction is made or by the merchant and, if possible, about the reason for the refusal and the error correction procedure that caused the refusal, unless such notification is inadmissible under separate regulations.
3. The Bank sends the user, free of charge, information on the exchange rate margin in the form of an e-mail or text message, to the e-mail address or mobile phone number provided by the user at the Bank. The information about the exchange rate margin is sent by the Bank immediately upon receipt of a payment order carried out in EEA countries in currencies of these countries, other than the currency of the account to which the card is issued, regarding cash withdrawals from an ATM or card payments at the point of sale. The bank sends information about the exchange rate margin after the first transaction in a given currency in a given calendar month. The user may opt out of receiving the information. Details on the possibility of resignation and re-enabling the service can be found on the Bank's website <https://www.sgb.pl/marze/>.

### **Principles of settlement of transactions made with the use of the card**

#### § 17

1. The Bank debits the account to which the card was issued with the amount of transactions made with the use of all cards issued under the agreement –on the day of receiving the information from the Bank's acquirer and the resulting fees and commissions.
2. The debit of the account for the settlement of fees, commissions or receivables related to the use of the card is made in the currency of the account to which the card is issued.
3. On the day of settlement of the transaction (debiting the account with the amounts of the transactions made), the account holder is obliged to provide funds in the account in the amount that covers the transactions made using all cards issued to his account, as well as covering all fees and commissions due to the Bank for the use of cards.
4. If the funds available on the account are exceeded, the holder is obliged to repay the debt immediately.
5. After receiving the payment order, the Bank performs the transaction by crediting the merchant's payment service provider's account within the time limit agreed between the Bank and the merchant's payment service provider, and in the case of cash withdrawals at ATMs - makes the funds available immediately after receiving the withdrawal request.

## § 18

1. Settlement of transactions made with cards issued to ROR / PRP in currencies other than PLN is converted into PLN according to the following rules:
  - 1) for cards issued under the Mastercard payment organization:
    - a) in euros are converted into zlotys on the day the Bank's acquirer processes the transaction received from another acquirer, according to the currency sell rate for euros in force at SGB-Bank SA on the previous business day;
    - b) in a currency other than EUR, are converted into EUR by and according to the exchange rates of the relevant payment organization, then from EUR to PLN on the day the Bank's acquirer processes the transaction received from another acquirer, according to the selling rate in force at SGB-Bank SA on the previous business day currency for euro, according to the exchange rate table valid on that day at 15:00;
  - 2) for cards issued under the Visa payment organization, operations in a currency other than PLN are converted into PLN by and at Visa exchange rates; information about the applied rate is available on the website [www.visaeurope.com](http://www.visaeurope.com).
2. Settlement of transactions made with cards issued to savings accounts kept in convertible currencies, made in the following currency:
  - 1) account - the account is debited in the currency of the account;
  - 2) other than the account currency - the transaction amount is converted into the account currency by and at the rates of the Mastercard payment organization; information about the rate used is available at [www.mastercard.com](http://www.mastercard.com).
3. In the case of a merchant with whom it is possible to select the transaction currency, the user will be asked by the merchant to select the transaction currency from the available list of currencies.
4. If the user uses the currency selection referred to in sec. 3, a transaction made in a currency other than the currency of the account to which the card was issued will be converted at the exchange rate used by the merchant's network operating the point of sale or an ATM into the currency selected by the user, and then into the account currency according to the principle in accordance with para. 1 or 2.
5. Before authorizing the transaction referred to in paragraph 3, the merchant will present to the user the amount of the transaction in the currency chosen by him, as well as the exchange rate used and commissions related to the use of the transaction currency.
6. If the user chooses the transaction currency, he also agrees to use the presented exchange rate and the commission referred to in section 5; The bank has no information about the commissions and the exchange rate applied by the merchant.

## § 19

1. The account holder may submit to the Bank an application for the Bank to refund the amount of the executed, authorized payment transaction initiated by or through the payee, if:
  - 1) at the time of the authorization, the exact amount of the payment transaction was not specified and
  - 2) the amount of the transaction is higher than the amount the account holder might have expected taking into account the nature and value of the account holder's prior transactions, the terms of the contract and relevant circumstances.
2. The application referred to in paragraph 1. 1, the account holder is obliged to justify stating the factual circumstances indicating that the conditions referred to in para. 1, however, the basis for the refund may not be a currency exchange, if the exchange rate has been determined on the terms set out in the regulations or in the contract.
3. The return referred to in paragraph 1. 1, covers the full amount of the executed payment transaction; the refund does not include fees and commissions related to the payment transaction made;
4. The account holder is not entitled to a refund of the authorized transaction amount initiated by the payee when:
  - 1) consented to the execution of the payment transaction directly to the Bank or
  - 2) information about the future payment transaction was provided by the Bank or the payee in an agreed manner at least 4 weeks before the order execution date or was made available by the Bank or the payee in an agreed manner for a period of at least 4 weeks before the order execution date.

5. The application referred to in paragraph 1. 1, the account holder may submit, within 8 weeks from the date of debiting the card account with the amount of the transaction, in the form as for submitting a complaint, in accordance with the provisions of the chapter on submitting complaints.
6. The bank within 10 days of receiving the application:
  - 1) returns the amount of the payment transaction by crediting the card account with the full amount of the transaction, or
  - 2) gives the reasons for the refusal to return.
7. The Bank provides the justification for the refusal to return on the terms specified in the contract, along with the instructions on the rules for submitting a complaint, in accordance with the provisions of the chapter on submitting complaints.

#### § 20

1. The bank provides a monthly history of operations made with the card:
  - a) on the account statement - to the account holder;
  - b) as a separate statement - to the user;
  - c) in the mobile application - the user,
  - d) in online banking - to the user.
2. The bank provides the user with monthly statements of operations.
3. The user indicates the distribution channel of the statement of operations in the application for payment instruments:
  - a) by post to the correspondence address provided by the user,
  - b) by electronic mail to the e-mail address provided by the user.
4. The user may submit an instruction to resign from receiving the monthly statement of operations at any time at the Bank's outlet.
5. The fee for the preparation of the statement of operations by the Bank is collected in accordance with the tariff of commissions and fees binding at the Bank.

#### § 21

1. The bank provides the chargeback service at the user's request in the event that:
  - 1) the purchased goods were not delivered in accordance with the contract,
  - 2) the purchased goods are inconsistent with the description (contract) or damaged,
  - 3) the purchased service has not been performed or is inconsistent with the description (contract),
  - 4) the goods were returned, but the funds paid were not returned,
2. The bank performs the chargeback service after the user takes action against the merchant, aimed at recovering the transaction amount or delivering the goods / service in accordance with the contract, or other requirements that will determine the fulfillment of the chargeback service , such as blocking the card.
3. The user submits a chargeback request immediately after finding out about the situation referred to in paragraph 1 and taking the actions referred to in para. 2, in accordance with the principles set out in Chapter 8 A of the Regulations - Complaints, complaints and motions.
4. following documents must be attached to the chargeback request :
  - 1) confirmation of the conclusion of the contract, purchase of goods or services;
  - 2) a written explanation containing the information indicated in the chapter on submitting complaints;
  - 3) a detailed description of the event and a list of non-conformities;
  - 4) information on the actions taken against the merchant (i.e. at least indication of: the date and form of the user's contact with the merchant, the merchant's data, the content of the request and the answer provided by the merchant);
  - 5) information whether the goods have been returned, and if not - what is the reason, confirmation of the return of the goods received or a description of any attempts to return the goods;
  - 6) information about the resignation from the service or other requests addressed to the service provider and confirmation of the reservation, cancellation received from the service provider or a receipt with information about the refund.

5. The bank carries out the chargeback service in accordance with the international regulations of the payment organization, the logo of which is on the card used for the transaction (Visa or Mastercard), i.e. on the terms and dates indicated by these payment organizations.
6. The decision on the return of the transaction amount to the user is independent of the Bank.
7. The bank informs the user about the merchant's decision within 5 business days of its receipt; if the request made in the chargeback request is found to be unjustified, the amount of the transaction in question is not refunded.

### **3D Secure service**

#### § 22

1. The 3D-Secure service is a service that allows you to make a cashless transaction on the Internet at merchants providing this service using:
  - 1) answers to the verification question set by the account holder / card user
  - 2) confirmation of the transaction in the mobile application, provided that the account holder / card user has chosen this method of transaction acceptance.
2. The user may set or change the answer to the verification password referred to in paragraph 1 above:
  - 1) in online banking (available application for determining the authorization method of 3D Secure transactions),
  - 2) by calling the hotline at 800 888 888 or 61 647 28 46
  - 3) at the Bank's outlet.
3. The condition for using the 3D-Secure service when making a non-cash transaction on the Internet is its availability on the given website.
4. When making a non-cash transaction on the Internet with a card, the transaction authorization consists in providing, depending on the merchant's requirements:
  - 1) supporting the 3D-Secure service - correct card number, expiry date and digits printed on the reverse of the card (so-called CVV2 / CVC2) and confirmation of the transaction in the manner specified in sec. 1;
  - 2) which did not provide the 3D-Secure service - the correct card number, expiry date and digits printed on the reverse of the card (so-called CVV2 / CVC2) or the correct card number and expiry date.
5. If you enter an incorrect answer to the verification question three times or an incorrect 3D-Secure password, the 3D-Secure service will be blocked. The user may at any time submit a request to unblock the service:
  - 1) by calling the Contact Center.
  - 2) at the Bank's outlet.

### **Card blocking and blocking**

#### § 23

1. The card may be blocked / blocked by:
  - 1) The bank –in accordance with the provisions of § 26;
  - 2) user.
2. The user can block and unblock the card :
  - 1) in the mobile application
  - 2) in online banking ,
  - 3) at the Contact Center.
  - 4) by calling the telephone number indicated on the Bank's website.
2. At the request of the account holder, the Bank may block all cards issued to the account.

#### § 24

1. In the event of loss, theft, misappropriation or unauthorized use of the card, or unauthorized access to the card, the user should immediately cancel the card by phone, providing his personal data.
2. The card can be canceled:
  - 1) in the mobile application,
  - 2) in online banking,

- 3) at the Contact Center.
3. The reservation referred to in para. 1, is made by the end of the card's validity, making it impossible to use the card any longer.
4. After blocking the lost card, the account holder may apply for a new card.

#### § 25

The User may not use the restricted card, the loss of which was notified by the Bank, and the recovered card should be destroyed.

#### § 26

1. The bank has the right to block / block the card in the event of:
  - 1) justified reasons related to the security of the card, including in the event of suspicion of a crime or threats to security, i.e. suspicion that the information contained on the card was or could have been obtained by unauthorized persons;
  - 2) justified suspicion of the use of the card by unauthorized persons
  - 3) deliberately causing an unauthorized payment transaction by the user.
  - 4) reasonable suspicion that the card may be or has been used by the user in a manner inconsistent with the regulations
2. Moreover, the Bank reserves the card in the event of expiry or termination of the contract.
3. The Bank informs the user by phone or in writing of its intention to block / block the card for the reasons specified in para. 1 points 1 and 2, before its restriction / blocking, and if this is not possible - immediately after its blocking / blocking, subject to paragraph 6.
4. In the situation referred to in para. 1 items 1 and 2, at the request of the account holder, the Bank issues a new card.
5. The bank unblocks the card if there are no longer grounds for maintaining the blockade.
6. The Bank does not provide information on the restriction / blocking, if the disclosure of this information would be unjustified for security reasons or prohibited under separate regulations.
7. The Bank may send a notification about the authorization of a transaction, which in doubt as to whether it was initiated by the user, in the form of an SMS message to the telephone number provided by the user for contact at the Bank. The Bank will notify the user about the launch of this service on the Bank's website .
8. The notification referred to in paragraph 1. 7 does not release the user from the obligation to immediately inform the Bank about the occurrence of unauthorized transactions, nor does it affect the provisions of the regulations regarding liability for unauthorized transactions.
9. The notification referred to in paragraph 1. 7 of this section is free of charge, and the user may, by phone or in writing, notify the Bank's branch of his resignation from receiving notifications.

### **Chapter 2. BLIK service**

#### § 27

1. In the Nicolaus Bank mobile application, the BLIK service can be used by:
  - 1) account holder and permanent attorney for the account;
  - 2) debit card holder or user who has access to online banking.
2. Activation of the BLIK service in the Nicolaus Bank mobile application takes place via the application.
3. Using the BLIK service in the Nicolaus Bank mobile application requires:
  - 1) for BLIK transactions - selecting the account which will be debited and credited with the BLIK transaction amount;
  - 2) for receiving transfers to a BLIK telephone <sup>2</sup>- registration of a mobile telephone number in the BLIK connection database, which other customers may provide as a unique identifier in the instructions for transfers to a BLIK telephone at the Bank.
4. The user is obliged to use the BLIK service in a manner consistent with applicable law, these regulations.

#### § 28

1. The following types of transactions can be carried out as part of the BLIK service:
  - 1) cash withdrawal at ATMs marked with the BLIK sign,

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<sup>2</sup>After the service is made available by the Bank.

- 2) cash withdrawal as part of the cash service back at retail and service outlets accepting BLIK,
  - 3) payment for goods and services in Polish zlotys:
    - a) at POS terminals at merchants marked with the BLIK sign,
    - b) via the Internet at merchants marked with the BLIK sign,
  - 4) transfer to the BLIK phone <sup>8</sup>
2. The User may carry out transactions as part of the BLIK service up to the amount of the balance available on the account and within the limits specified for BLIK transactions.
  3. Transfers to the BLIK <sup>2 phone</sup> from the bank are made in the Nicolaus Bank mobile application as:
    - 1) internal transfers, when the recipient's account is an account kept at a bank;
    - 2) Express Elixir transfers, if the recipient's account is not an account kept at a bank.
  4. The Bank provides information on the currently applicable BLIK limits in this appendix to the regulations of the Nicolaus Bank mobile application and on the Bank's website.

### **Execution of transactions made in the BLIK service**

#### § 29

1. Transactions in the BLIK service:
  - 1) can be made in Polish zlotys
  - 2) are settled on accounts kept in Polish zlotys.
2. When making a transaction in the BLIK service, the user is obliged to authorize it on the terms described in paragraph 4.
3. The moment the Bank receives a payment order for a BLIK transaction is considered to be the moment when the user authorizes the BLIK transaction.
4. The user authorizes BLIK transactions - with merchants:
  - 1) equipped with a POS terminal by following these steps:
    - a) launches the Nicolaus Bank mobile application using the PIN code for the application or biometric login,
    - b) generates a BLIK code in the Nicolaus Bank mobile application,
    - c) enters the BLIK code on the POS terminal,
    - d) confirms the BLIK transaction in the Nicolaus Bank mobile application.
  - online BLIK transactions by performing the following steps:
    - a) launches the Nicolaus Bank mobile application using the PIN code for the application or biometric login,
    - b) generates a BLIK code in the Nicolaus Bank mobile application,
    - c) enters the BLIK code on the website,
    - d) confirms the BLIK transaction in the Nicolaus Bank mobile application.
5. The bank carries out BLIK transactions:
  - 1) around the clock,
  - 2) on the day of its receipt.
6. The Bank refuses to accept a BLIK transaction if:
  - 1) the account indicated for the BLIK service has been closed,
  - 2) the user provided incorrect data during the BLIK transaction authorization,
  - 3) the user has exceeded the time indicated in the Nicolaus Bank mobile application or SGB Wallet in which he should confirm the transaction,
  - 4) the validity period of the BLIK code has been exceeded,
  - 5) the transaction amount is higher than the BLIK limit,
  - 6) the amount of the transaction is higher than the funds available on the account.
7. The merchant has the right to refuse to accept a BLIK transaction if:
  - 1) the user provided incorrect data when authorizing the transaction,
  - 2) the Bank's consent to execute the BLIK transaction cannot be obtained.
8. Cancellation of a BLIK transaction is possible until the user authorizes the BLIK transaction; after authorizing the BLIK transaction, the user may cancel the BLIK transaction only at the merchant, provided that the merchant offers such an option.

§ 30

BLIK code used during authorization:

- 1) is a one-time code valid for a maximum of 120 seconds from its generation, and information about the upcoming expiry date is provided in the Nicolaus Bank mobile application.
- 2) it expires upon the expiry of its validity or upon authorization of the BLIK transaction for which it was generated.

**Safety rules**

§ 31

1. The user is obliged to:
  - 1) immediately report the loss, theft, misappropriation or unauthorized use of a mobile device on which the Nicolaus Bank application with the BLIK service is located,
  - 2) immediately report unauthorized use of the Nicolaus Bank application with the BLIK service,
  - 3) not sharing the Nicolaus Bank application with the BLIK service and the BLIK code to unauthorized persons,
  - 4) storing a mobile device on which the Nicolaus Bank application with the BLIK service has been installed with due diligence.
2. Reporting the loss, theft, misappropriation or unauthorized use of a mobile device with the Nicolaus Bank mobile application installed with the BLIK service is made at the Bank's branch by calling the telephone number indicated on the Bank's website or via online banking.
3. On the basis of the notification referred to in para. 2, the Bank reserves the BLIK service.
4. After making the reservation, the user may apply for adding a new BLIK service.

§ 32

1. For the security of transactions, the Bank has the right to introduce amount limits to the limits of transactions performed as part of the BLIK service.
2. The amount of the transaction limits is specified in § 34.

§ 33

1. The bank is entitled to temporarily block the BLIK service in the event of:
  - 1) justified reasons related to the security of the BLIK service,
  - 2) confirmation that a BLIK transaction was made or attempted by an unauthorized person,
  - 3) using the BLIK service in an unlawful manner,
  - 4) willfully lead to unauthorized BLIK transactions.
2. The user should ensure proper protection of the mobile device on which the Nicolaus Bank mobile application with the BLIK service is located by installing current legal anti-virus programs.
3. Do not install illegal, unknown programs, received via e-mail or downloaded from websites on your mobile device.
4. The bank never requires disclosure of passwords and installation of additional software or certificates.
5. The user should not use the Nicolaus Bank mobile application with the BLIK service on a mobile device with the factory system limitations removed.

**Chapter 5. Standard daily limits for cash withdrawals and non-cash operations**

§ 34

1. Daily amount and quantitative limits for cash withdrawals and transactions as well as non-cash for debit payment cards:

Type of card	Daily limit for cash withdrawals			Daily limit of cashless transactions (including internet)		
	standard value	maximum value	quantitative	standard value	maximum value	quantitative
Debit cards in PLN:						
Visa / Mastercard	1,500 PLN	PLN 10,000	5	PLN 3,000	PLN 30,000	15 (including 10 for internet transactions)

Visa / Mastercard youth card	PLN 500	PLN 10,000	5	PLN 500	PLN 30,000	15 (including 10 for internet transactions)
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Type of card	Daily limit for cash withdrawals			Daily limit of cashless transactions (including internet)		
	standard value	maximum value	quantitative	standard value	maximum value	quantitative
Debit cards in convertible currencies						
Mastercard	350 EUR £ 300 \$ 400	2,500 EUR £ 2,500 2500 USD	5	700 EUR £ 600 850 USD	EUR 10,000 £ 10,000 10,000 USD	15 (including 10 for internet transactions)

## 2. Limits in the Nicolaus Bank mobile application

Type of limit	The default value	Maximum value
<b>Cards for accounts in PLN</b>		
Daily limit on cash withdrawals from an ATM	up to the limit specified in the product contract	10,000 zlotys
Daily limit of cashless transactions	up to the limit specified in the product contract	50,000 zlotys
Daily limit of internet transactions	up to the limit specified in the product contract	50,000 zlotys
<b>Cards for settlement accounts in convertible currencies</b>		
Daily limit on cash withdrawals from an ATM	up to the limit specified in the product contract	2,500EUR / GBP / USD
Daily limit of cashless transactions	up to the limit specified in the product contract	10.000EUR / GBP / USD
Daily limit of internet transactions	up to the limit specified in the product contract	10.000EUR / GBP / USD
<b>Payment instruments - BLIK service</b>		
Daily limit on cash withdrawals from an ATM	500 zlotys	10,000 zlotys
Daily limit of cashless transactions	PLN 5,000	10,000 zlotys
Daily limit of internet transactions	PLN 2,000	10,000 zlotys
Daily global limit	10,000 zlotys	10.00 about those

3. Information on the current amount of the limit for contactless transactions that do not require PIN confirmation, made in Poland, is available on the website: [www.nicolausbank.pl](http://www.nicolausbank.pl). The limit for contactless transactions made outside Poland may be different than the one in force in Poland.
4. The amount limit of a single transaction in the BLIK service without PIN confirmation is PLN 50 or 3 transactions.
5. Cash withdrawals made at ATMs with the use of payment cards are carried out:
  - a) within the standard daily limits specified in the Regulations for the provision of services in the field of maintaining bank accounts;
  - b) at the client's request, it is possible to set individual limits on the amount of withdrawals amounting to a maximum of:
    - for an individual customer – PLN 15,000 per day,
6. Cash withdrawals made at the outlet are made within the amount limits of:
  - a) for an individual customer PLN 15,000 per day,

7. Cash withdrawals at the outlet exceeding the limits specified in point 4 require a prior order for cash (notification of withdrawal) by 10.30 am on the day preceding the planned withdrawal date.
8. Cash withdrawals made in the multi-functional self-service devices of Nicolaus Bank with the use of a payment card or the biometric identification service are performed within the amount limits of:
  - a) for an individual customer - PLN 15,000 per day,

Cash withdrawals at Nicolaus Bank's ATMs and multi-functional self-service devices carried out in amounts higher than the daily limits referred to in points 4 and 7 require individual arrangements with the Bank.

### **Appendix No. 3**

to the "Regulations for the provision of services in the field of maintaining bank accounts for individual clients"

## **Rules for the provision and operation of electronic access channels**

### **Chapter 1. Availability and terms of use from electronic access channels**

#### **§ 1**

1. The Bank may provide users with services in the field of handling products and services through the following electronic access channels:
  - 1) as part of internet banking, services ensuring access to information about products and services held at the Bank and the submission of instructions,
  - 2) Internet banking (website) – and instructions placed on a computer or mobile device using a web browser;
  - 3) mobile banking – access and instructions placed using a trusted mobile device, using the Nicolaus Bank mobile application and the Nicolaus Junior application
  - 4) SMS notification (SMS service) – obtaining information related to transactions on the account in the form of SMS messages.
2. The Bank enables access to information on products and services and contact with the Bank's consultants via the Contact Center. All conversations conducted by the Contact Center are recorded.
3. The list of products and services available through electronic access channels and the conditions for using the services are specified in the Customer Guide published on the Bank's website; The guide for the customer is a user manual containing a description of individual electronic access channels, technical requirements for each channel and the principles of proper use of these channels by the customer.

#### **§ 2**

1. Electronic access channels may be made available only if the customer has a checking and savings account or a basic payment account; The Bank may provide electronic access channels for other accounts or products without the requirement to have the above-mentioned products, which will be announced on the Bank's website.
2. The user using electronic access channels may be the holder, account co-holder and a proxy who has been granted a permanent power of attorney.
3. The user of electronic access channels may be a minor over 13 years of age. A minor over 13 years of age uses electronic access channels on the basis of the consent of the statutory representative to provide electronic banking services to the minor.
4. The user of the Nicolaus Junior application is a child aged 7-13 on the basis of the consent of the legal representative.
5. The User may apply for the provision of further services and conclude contracts via electronic access channels, provided that such a method of concluding contracts has been provided by the Bank; information on the offer and available methods of concluding contracts are included on the Bank's website and in the Customer Guide.
6. The Bank provides a currency exchange office for the user; the rules for the provision of the currency exchange service as part of the internet banking service constitute Appendix 5 to the Regulations.

#### **§ 3**

1. The user gains access to electronic banking using individual credentials, subject to § 9.
2. The bank may enable the use of the service with the use of the same individual credentials to the user who is also the holder / permanent representative to the account of another client, taking into account the transaction limits referred to in § 23.
3. The bank makes the mobile application available by enabling its download:
  - 1) for a mobile device with the iOS operating system from the App store Store ;
  - 2) for a mobile device with the Android operating system from the Google Play store.

4. To activate the Nicolaus Bank mobile application, the following conditions must be met:
  - 1) providing the user data for logging in to online banking;
  - 2) scanning the QR CODE that appears when adding a mobile device in online banking and registering the mobile device as a trusted mobile device.

#### § 4

1. In the case of transactions by the user:
  - 1) it is recommended to use trusted computers with up-to-date anti-virus software;
  - 2) check if the transmission is encrypted with the SSL ( Secure Socket Layer ), which ensures the confidentiality and integrity of data transmission;
  - 3) do not use open and unsecured networks.
2. The condition for the use of the service by the user is the use of cookies in the web browser, which are necessary to maintain an active session after logging in to electronic banking; detailed information on all types of cookies used by the Bank and the purpose of their use is available on the Bank's website.

#### § 5

1. The user is obliged to use electronic access channels in accordance with the contract, regulations and the Customer Guide. The user is obliged to protect the received and individual credentials against access by third parties and to ensure their confidentiality.
2. Upon receipt of the individual credentials referred to in para. 1, the user takes the necessary measures to prevent the breach of individual credentials. For security reasons, individual data must not be stored together.
3. The bank provides the user with due protection of individual credentials. Individual credentials are only available to the user authorized to use them.

#### § 6

Changing the scope of services by the Bank requires compliance with the conditions and procedure provided for changing the regulations.

### **Chapter 2. Orders placed via electronic access channels**

#### § 7

Any declarations of will submitted to the Bank by the user in electronic form will be valid and legally binding for the account holder and the Bank, provided that the user submitting the declaration of intent has been correctly identified using individual credentials, using the authentication methods required by the Bank.

#### § 8

1. The general rules governing the administration of accounts, set out in Chapter 2 of the Regulations, relating to individual types of accounts referred to in Chapter 4 of the Regulations, taking into account the provisions of § 9-12 of this Annex and the manner of using electronic data apply to the administration of accounts via electronic access channels. the access channel described in the Customer Guide.
2. The bank enables the user in electronic access channels:
  - a) submitting an application for payment of a child benefit under the Family 500+ Program with attachments and Good Start - the availability of the service depends on cooperation with the Ministry of Family and Social Policy;
  - b) submission of other applications provided by the Bank;
  - c) currency exchange in the currency exchange office to the users to whom the Bank has made the service available.
4. The Bank provides a service offered by online payment integrators who initiate payments in the form of pay by link transfers in cooperation with the Bank, where:
  - a) an online payment integrator is an entity providing services to online stores or other entities selling goods or services, consisting in providing them with the possibility of accepting payments from their customers using pay by link transfers,

- b) pay by link transfer is carried out by the paying customer
  - c) for purchases in online stores or at other entities selling goods or services through online payment integrators.
6. The user may also consent to the execution of the payment transaction via the payment transaction initiation service provider.
  7. Where the transaction initiation service provider or the payee initiates a transaction, the user may not revoke the payment order after giving the transaction initiation service provider permission to initiate the transaction or the recipient's consent to execute the transaction.

#### § 9

1. All payment instructions and payment orders in electronic banking shall be submitted by the user to the Bank in electronic form after his authentication, in a manner enabling the Bank to identify him and read the contents of the instruction; the above-mentioned instructions meet the requirements of the written form to the extent that they relate to banking activities.
2. After submitting an instruction or a payment order in electronic banking, the user authorizes them using individual authentication data, using the authentication methods required by the Bank, subject to para. 3.
3. The bank uses strong authentication when the user:
  - 1) gains online access to his account;
  - 2) initiates a payment transaction;
  - 3) performs an activity via a remote channel that may be associated with the risk of fraud related to the performed payment services or other abuses,
 with the exception of situations which do not require strong authentication referred to in paragraph 4.
4. The bank may not use strong authentication in the following cases:
  - 1) online access by the user to one or both of the following items without disclosing sensitive payment information:
    - a) account balances;
    - b) payment transactions carried out within the last 90 days via the account, subject to subpara. 5;
  - 2) initiating a transaction the recipient of which is in the list of trusted recipients previously created by the user using strong authentication;
  - 3) initiate subsequent transactions within a series of recurring transactions for the same amount for the same payee provided that the creation, modification or initiation of the first recurring transaction took place using strong authentication ;
  - 4) if the user initiates a payment transaction when the payer and the payee are the same natural or legal person and both payment accounts are held by the Bank;
  - 5) the user initiates a payment transaction that the Bank deems to be characterized by a low level of risk, in line with the Bank's transaction monitoring mechanism.
5. The bank uses strong user authentication if any of the following conditions is met:
  - 1) the user gains access to the information specified in sec. 4 point 1 lit. and on-line for the first time;
  - 2) more than 90 days have passed since the user last gained access to the information specified in paragraph 4 point 1 lit. b online and since strong user authentication was last used.
6. The Bank reserves the right to contact the user in order to execute the payment order.
7. The user's access to the website takes place by providing the user ID and the individual credentials provided to the user, referred to in paragraph 8.
8. Access and authorization of orders placed via the website takes place after logging in to the website, by using the following individual credentials:
  - 1) Nicolaus Bank mobile application and PIN or biometrics to the mobile application; the requirements and rules for installing the Nicolaus Bank mobile application on a mobile device and the method of its activation by the user are described in the User Guide,  
or
  - 2) SMS code and password;
 unless the Bank provides other individual credentials described in the Customer Guide.

9. Additionally, the User may define the device from which the login is made as a trusted device on the following principles:
- 1) defining a device as trusted requires strong authentication by the user,
  - 2) the user marks the given device on the website as a trusted device and undertakes to ensure that it will be the only user of this trusted device and to accept the rules for the provision and operation of electronic access channels. Then, each time you log in, the Bank verifies whether the user logs in using the defined trusted device. Logging in takes place after the user provides the ID and Password (along with an optional contextual code), and then the device trusted by the Bank is verified. Logging in using a trusted device may take place for a period specified by the Bank, but the Bank may require strong authentication for a trusted device also for security reasons.
  - 3) logging in on a trusted device is treated as logging in using strong authentication.
10. The user may at any time via internet banking remove his trusted device, and each subsequent login to internet banking will require the use of the authentication methods required by the Bank, subject to section 3 and paragraph 4.
11. Authorization performed by the system user is tantamount to ordering the Bank to perform a specific action and is the basis for its performance.
12. The Bank sends the authorization codes used for the authentication methods used to the mobile phone number indicated by the user in the contract, information card or power of attorney.
13. The Bank may introduce, withdraw and change the type of individual authentication data used by making them available to the user and notifying the system user about the change; information on the types of individual credentials used is provided in the Customer Guide and on the Bank's website.
14. The User may change the used authorization method to a different method via the Contact Center, by sending a message in online banking or at a branch, if he has provided the Bank with the mobile phone number referred to in section 12.

#### § 10

Unless the provisions of the contract or the regulations or the applicable legal provisions stipulate otherwise, the moment the user submits the declaration in electronic form, in particular submits an instruction or performs any actual act, is the moment when the relevant data is registered in electronic banking and the declaration is accepted by the Bank's server.

#### § 11

1. The orders placed via electronic banking are carried out electronically, and the user undertakes to apply the authorization rules applicable to this electronic access channel.
2. An authorized payment order may not be revoked, except in the case of. referred to in § 27 section 5 of the Regulations.

#### § 12

1. The Bank confirms the acceptance for execution of an instruction placed via electronic access channels in the form of information sent via this channel.
2. If the Bank does not accept an instruction submitted via electronic access channels due to:
  - 1) its incompleteness;
  - 2) submitting conflicting instructions;
  - 3) providing an incorrect account number of the recipient;
  - 4) lack of funds for the execution of the instruction or
  - 5) other circumstances that prevent its acceptance by the Bank,the user will receive, via a given access channel, information about the fact and the reason for not fulfilling the instruction in the form appropriate for a given electronic access channel or from an employee of the Bank's branch.

### **Chapter 3. Using electronic access channels**

#### § 13

1. The account holder receives an individual Login and Internet Password necessary to use online banking.

2. The first time you log in to online banking, the system forces you to change your Internet Password. Subsequent changes to the Internet Password are made at the Account Holder's discretion, at any time during the term of the Electronic Banking Agreement, through the functionality available in online banking.
3. If the Internet Password is entered incorrectly three times when identifying the Account Holder, the Bank blocks access to Internet banking.
4. Login, Internet Password, Authorization Code may only be used by the Account Holder.
5. The Account Holder is identified in online banking on the basis of an Internet Login and Password.
6. An Instruction is placed by selecting the "approve" button or another button with an equivalent meaning in online banking. If the Bank requests the provision of the Authorization Code, the submission of the Instruction requires additionally the correct Authorization Code.
7. Selecting the "approve" button or another button with a different meaning, and if the Bank requests the provision of the Authorization Code, the provision of the Authorization Code constitutes the Authorization of the payment transaction.
8. The Bank delivers the Authorization Codes in an SMS message to the mobile phone number indicated to the Bank by the Account Holder. The Authorization Code is valid for 10 minutes from the moment the Bank requests the Authorization Code. The Authorization Code is generated each time for a given Instruction and may be used to submit only this Instruction. Together with the Authorization Code, the Account Holder receives information about the Instruction.
9. The Account Holder undertakes to read the content of the Instruction before placing it.
10. The Account Holder is obliged to regularly receive messages sent by the Bank via internet banking.
11. In order to use the service within a given electronic access channel, the system user is obliged to follow the Customer Guide.
12. If the user uses the Call Center, all calls are recorded.

#### § 14

Through electronic access channels, the system user gains access to all accounts opened before the service activation date and to accounts opened at a later date, unless the account holder has requested limited access to the accounts via electronic access channels.

### **Use and authorization of instructions in the Nicolaus Bank mobile application**

#### §15

1. After activating the application, the user assigns a PIN to the application and determines the method of logging in to the application.
2. Logging in to the application can be done using the application PIN or identification with biometric data.
3. The use of biometric identification requires the activation of this function on a trusted mobile device along with the registration of individual physical characteristics, as well as the activation of this function in the application. The application does not process the user's biometric data.
4. The user may use the application only on a trusted mobile device. The application activation process places the mobile device on the list of trusted mobile devices.
5. The application can be registered on up to four trusted mobile devices. Adding a mobile device to the list of trusted devices results in the fact that each time, when logging in to the mobile application and authorizing the instructions, the Bank verifies that the mobile device is used only by the authorized user. For this purpose, the Bank checks certain features of this device.
6. If it is necessary to change the trusted mobile device, deactivate the application and reactivate the application on the new mobile device, adding it to trusted mobile devices.
7. The application can be deactivated by the user:
  - 1) by removing / uninstalling the application on a trusted mobile device;
  - 2) by removing the device in online banking
  - 3) by telephone contact with a bank employee, at the telephone numbers provided on the Bank's website.
8. Deactivating the application on a trusted mobile device is tantamount to revoking the user's consent to use mobile banking on that mobile device.

9. In the event of an unsuccessful login through biometric identification, it is required to log in to the application using the application PIN.
10. Incorrect user authentication when logging in to the application consisting in entering an incorrect PIN into the application three times, will automatically block access to the application. The counter of failed login attempts is reset after successful logging into the application.
11. Access to the application is unblocked by the user by deactivating it and reactivating the application on a trusted device.
12. After installing the mobile application, the authorization method is automatically changed from SMS to PUSH notifications.

#### § 16

1. Instructions given in the application by the user require authorization with the use of individual credentials:
  - 1) PIN for the application or;
  - 2) identification with biometric data;
2. Some instructions may be executed without the use of individual credentials referred to in section 1, then the authorization of such instructions takes place through their acceptance in the application. Each time, the Bank verifies whether the authorization of the instruction takes place from a trusted mobile device.

### **Rules for using the SmartKARTA service**

#### §17

1. The SmartKARTA service can be used by the account holder and a permanent representative to the account who have access to internet banking.
2. activation of the SmartKARTA service takes place automatically during the installation of the Nicolaus Bank mobile application.
3. As part of the SmartKARTA service, the bank offers cash withdrawal / deposit operations at selected bank's own ATMs without the use of a payment card. The client orders and confirms the withdrawal / cash transfer in the mobile application after scanning a special QR code from the ATM screen.
4. Using the SmartKARTA service requires selecting an account for the transaction, which will be debited and credited with the transaction amount;
5. Operations performed via the Nicolaus Bank application with the SmartKARTA service may be performed within the daily amount limits for SmartKARTA transactions specified in §23
6. The Bank refuses to accept the SmartKARTA transaction if:
  - 1) the account indicated for the SmartKARTA service has been closed;
  - 2) the user provided incorrect data when authorizing the SmartKARTA transaction ;
  - 3) the user has exceeded the time specified in the Nicolaus Bank application in which he should confirm the transaction;
  - 4) the transaction amount is higher than the SmartKARTA limit ;
  - 5) the amount of the transaction is higher than the funds available on the account.
7. Canceling a SmartKARTA transaction is possible until the user authorizes the SmartKARTA transaction ; after authorizing the SmartKARTA transaction, the user cannot cancel the SmartKARTA transaction .

### **Chapter 4. Restrictions on the use of electronic access channels**

#### § 18

- 1st The Bank undertakes to provide the Holder with access to internet banking and the possibility of using the service 7 days a week, 24 hours a day, subject to sections 2-5.
- 2nd In the case of lack of or limited access to internet banking, the Holder may submit payment instructions in writing at the Bank's outlet servicing the account, subject to the provisions of these Regulations.
- 3rd The Account Holder declares that he is aware and accepts the fact that the restrictions on the use of electronic access channels specified in the regulations may cause interruptions or limitations in access to online banking and the possibility of using the service.

- 4th In the event of a restriction in the use of electronic access channels, referred to in sec. 3 or the occurrence of external reasons, beyond the Bank's control, preventing or limiting access to internet banking, or placing or executing instructions in internet banking, the Bank undertakes to notify the Holder that it is not possible to submit or execute an instruction via internet banking.
- 5th The notification referred to in para. 4, is in electronic form and is posted respectively:
- 1) in online banking, in the field available only to the Holder, intended for the Bank to provide information about the service, or
  - 2) on the Bank's website, in a manner available to all interested parties.
- 6th The bank is obliged to block access to the website, thus preventing the execution of the transaction, in one of the following cases:
- 1) the user submits an instruction to block access to the website;
  - 2) restriction of personalized security credentials by the user;
  - 3) another three times in the wrong access password or SMS code.
7. The Bank is obliged to block access to the Nicolaus Bank mobile application, thus preventing the execution of the instruction in one of the following cases:
- 1) the user submits an instruction to block or deactivate the application;
  - 2) Entering an incorrect PIN into the application 3 times.
8. The Bank reserves the right to interrupt access to the internet banking / Nicolaus Bank mobile application in the event of maintenance that requires technical reasons to shut down the Bank's servers, and for reasons beyond the Bank's control.
9. The Bank has the right to partially limit or block access to the Nicolaus Bank website / mobile application and / or temporarily block the execution of the instruction in the following cases:
- 1) justified reasons related to security, access to the website and individual credentials, including in the event of suspicion of committing a crime to the detriment of the user
  - 2) willful cause of an unauthorized payment transaction by the user or a reasonable suspicion that the user will be using the access in a manner inconsistent with the regulations ;
  - 3) using the website by the user contrary to the security rules set out in this Annex or in a way that endangers the security of using the website;
  - 4) perform maintenance of the Nicolaus Bank website / mobile application or other ICT systems related to the performance of the agreement, about which the Bank will inform the customer in advance on the Bank's website;
  - 5) performing activities aimed at removing failures, faults or malfunctions in the website or in other ICT systems related to the performance of the contract;
  - 6) exchange of individual credentials used, about which the Bank will inform the user in advance in writing or on the Bank's website;
  - 7) use of access data by automatic logging software with high frequency;
  - 8) performing activities aimed at removing failures, faults or malfunctions.
10. The bank may revoke the restriction or blockade of access to the website in the case referred to in para. 4 point 1, upon an application submitted by the account holder or a permanent attorney in the manner specified in section 6. In such a case, the Bank shall issue to the system user new individual credentials enabling safe use of the service or revoke the restriction or blockade while retaining the existing credentials.
11. In the cases referred to in para. 4 point 1 -
12. The lifting of the restriction or blocking of access to the website takes place on the basis of the customer's instruction by phone or submitted at the headquarters or any branch of the Bank, while the temporary blocking of the instruction is lifted after the Bank's employee has contacted the customer by telephone or in writing and after the customer confirms the instruction.
13. Subject to paragraph 7, the Bank informs the account holder about its intention to block individual authentication data in the cases specified in para. 4 points 1 and 3, before blocking them, and if this is not possible - immediately after blocking them by phone.
14. The Bank does not provide information on the blocking if the disclosure of this information would be unjustified for security reasons or prohibited under separate regulations.

15. In the cases referred to in para. 4 points 4 and 5, restriction or blocking of access to the website and / or temporary blocking of the instruction takes place for the shortest possible period necessary to remove the cause of the restriction or blockade.

## **Chapter 5. Blocking and restriction of access to the Nicolaus Bank website / mobile application**

### § 19

1. Access to the Nicolaus Bank website / mobile application and the use of individual credentials may be blocked by:
  - 1) The Bank –in accordance with the provisions of § 21;
  - 2) system user.
2. At the request of the account holder, the Bank may block access to the Nicolaus Bank website / mobile application, at the same time preventing the transaction from being made.

### § 20

1. In the event of loss, theft, misappropriation or unauthorized use of individual credentials, or unauthorized access to the Nicolaus Bank website / mobile application, its user should immediately cancel it by phone, providing his personal data.
2. The reservations referred to in para. 1 may be made at the Bank's outlet and through the Contact Center or at other telephone numbers indicated and updated by the Bank in a message posted at the Bank's outlets or on the Bank's website.
3. The Bank has the right to change the phone numbers under which reservations are made and access to the website is blocked, about which the Bank will notify the user by e-mail to the e-mail address indicated by the account holder or in the form of a message sent via the appropriate electronic access channel. .
4. The reservation referred to in para. 1 cannot be revoked and prevents further access to the Nicolaus Bank website / mobile application.
5. In the event of loss of individual credentials and their reservation, the account holder may request the issuance of new individual credentials.
6. In the event of loss of theft, misappropriation or finding of unauthorized use of a mobile phone associated with a telephone number marked as an authorization telephone or change of an authorization telephone number, the user is obliged to change the data in accordance with the provisions of para. 7.
7. If the user wants to change the current data necessary to receive SMS codes to new data:
  - 1) if it has the existing telephone number for authorization, it may change the telephone number via the website, if the Bank provides such functionality – the Bank may contact the user to verify the order to change the telephone number and change the telephone number.
  - 2) if he does not have the existing telephone number for authorization, it is necessary to submit a relevant instruction at the Bank's outlet.

### § 21

1. The Bank has the right to block individual credentials:
  - 1) in the event of termination or termination of the contract;
  - 2) for justified reasons related to the security of individual security credentials, i.e. receiving information about the possession of third parties;
  - 3) in connection with suspicion of unauthorized use of individual security credentials or deliberate lead to an unauthorized payment transaction.
2. Subject to paragraph 3, the Bank informs the account holder about its intention to block individual authentication data in the cases specified in para. 1 items 2 and 3, before its reservation, and if this is not possible – immediately after its reservation, by phone.
3. The Bank does not provide information on the restriction if the disclosure of this information would be unjustified for security reasons or prohibited under separate regulations.

**Chapter 6. Provision of information for the provision of payment transaction initiation services and account information services.**

**Confirming the availability of funds on the account**

§ 22

1. The bank may make the provider providing access to account information available on the basis of the consent expressed by the user using the website to access information about the account and transactions on that account.
2. Access to information on the account referred to in para. 1 is also possible in the case of providers initiating a payment transaction for users of the website.
3. At the request of the provider issuing payment instruments based on the payment card, the bank shall immediately confirm the availability on the payer's payment account of the amount necessary to execute a payment transaction based on this card, if:
  - a) the payer's (user's) payment account is available online at the time of submitting the application and
  - b) the user has given consent to the Bank to respond to requests from the provider issuing payment instruments based on the payment card to confirm that an amount corresponding to the amount specified in the payment transaction based on that card is available on the user's payment account, and
  - c) the consent referred to in point b was granted prior to the submission of the first request for confirmation.
4. A provider issuing payment instruments based on a payment card may submit the application referred to in subpara. 3 if:
  - 1) the user has given this provider consent to make the request referred to in paragraph 3, and
  - 2) the website user initiated a payment transaction based on a payment card for a given amount using a payment instrument based on this card, issued by a given provider, and
  - 3) the supplier will authenticate himself to the Bank prior to submitting the application referred to in para. 3, and communicates securely with the Bank.
5. The confirmation referred to in paragraph 1. 3, consists in answering "yes" or "no" and does not include the provision of the account balance. Responses shall not be stored or used for any purpose other than the execution of a payment transaction based on a payment card.
6. The confirmation referred to in paragraph 1. 3, does not allow the Bank to block funds on the payer's payment account.
7. The User may request the Bank to provide him with the data identifying the provider referred to in para. 4, and the given answer, referred to in para. 5.
8. The bank may deny the provider of the service of access to information about the account or the provider of the service of payment transaction initiation access to a given payment account for objectively justified and duly documented reasons related to unauthorized or illegal access to the account by such provider, including unauthorized initiation of a payment transaction. In such a case, the Bank informs the payer in an agreed manner about the refusal to access the account and its reasons. Such information shall, as far as possible, be provided to the payer before access is refused and at the latest without delay after such refusal, but no later than the working day following such refusal, unless disclosure is not advisable for objectively justified security reasons or is contrary to separate regulations. The bank enables the provider providing the service of access to information about the account and the provider providing the service of initiating a payment transaction to access the payment account as soon as the reasons justifying the refusal have ceased to exist.

**Chapter 7. Standard Single Transaction Limits and limits for all transactions during the day**

§ 23

1. Standard single transaction limits and limits for all intraday transactions made via the website:

Single transaction limit
--------------------------

10,000 zlotys
---------------

- Limits apply to account transactions. In the case of transactions made from accounts in a foreign currency other than PLN, the limit amount is converted according to the average exchange rate on the transaction date.
- Limits in the Nicolaus Bank mobile application.

Type of limit	The default value	Maximum value
Single transaction limit	PLN 5,000	up to the limit defined on the website
Daily transaction limit	50,000 zlotys	up to the limit defined on the website

- SmartKARTA transaction limits

Type of limit	The default value	Maximum value
Daily limit on cash withdrawals from an ATM	500 zlotys	1,500 zlotys

## Chapter 8. Other Provisions

### § 24

- The user is obliged not to submit illegal content via the website.
- It is forbidden to use the website to commit, assist in committing or incite to commit prohibited acts, in particular, to introduce financial assets from illegal or undisclosed sources to financial circulation.

## Appendix No. 4

to the "Regulations for the provision of services in the field of maintaining bank accounts for individual clients"

### Rules for making express transfers at Nicolaus Bank

#### §1

1. The terms used in these Principles should be understood as:
  - 1) express transfer ( BlueCash ) - real-time transfer of funds using the mechanisms of the BlueCash IT system , operating on the basis of the consent of the President of the National Bank of Poland to run a system of quick transfers;
  - 2) BlueCash system - BlueCash Payment System - created and maintained by Blue Media SA with its seat in Sopot, ul. Haffnera 6, 81-717 Sopot, an electronic platform for real-time interbank settlements;
  - 3) Bank - Nicolaus Bank;
2. The other terms in these Principles have the same meaning as those defined in the regulations referred to in section 3.
3. In matters not covered by these Rules, the provisions of:
  - 1) Regulations for opening and maintaining bank accounts, issuing account cards and electronic banking services for individual clients, SKO, KZP and Parent Councils at Nicolaus Bank,
  - 2) Regulations for opening and maintaining bank accounts for institutional clients at Nicolaus Bank.

#### §2

1. The submission of a payment order in the form of an express transfer may be made from the Account:
  - 1) savings and settlement conducted on the terms set out in the Regulations for opening and maintaining bank accounts, issuing cards to accounts and electronic banking services for individual customers, SKO, KZP and Parent Councils at Nicolaus Bank,
  - 2) savings carried out on the terms set out in the Regulations for opening and maintaining bank accounts, issuing cards to accounts and electronic banking services for individual customers, SKO, ~~P~~-KZP and Parent Councils at Nicolaus Bank,
  - 3) on a day-to-day basis, kept on the terms set out in the Regulations on opening and keeping bank accounts for institutional clients at Nicolaus Bank.
2. The minimum amount of a single express transfer ( BlueCash ) is PLN 0.01.
3. The maximum amount of a single express transfer ( BlueCash ) is PLN 10,000.
4. The Bank executes express transfers ( BlueCash ) up to the amount of the payment security pool, specified in the cooperation agreement between Nicolaus Bank and Blue Media SA, which defines the rules of the BlueCash system .
5. The Bank refuses to accept a payment order in the form of an express transfer ( BlueCash ) in a situation where, at the time of submitting a payment order in the form of an express transfer ( BlueCash ), the Payer does not provide an adequate amount of funds in the Account to enable the execution of this payment order.

#### §3

The Bank provides information on the hours of the business day for payment transactions within the meaning of the UUP, in which it is possible to submit a payment order in the form of an express transfer ( BlueCash ) via the Bank's website and at the Bank's branches.

#### §4

1. A payment order in the form of an express transfer ( BlueCash ) may be placed only with the current date.

2. A payment order in the form of an express transfer ( BlueCash ) may be submitted only to the Recipient's account at a bank that is a participant of the BlueCash system .
3. The Bank charges the Payer's Account with the amount indicated by the Payer when submitting the payment order in the form of an express transfer ( BlueCash ) and the fee due to the Bank for the execution of an express transfer ( BlueCash ) in the amount specified in the Bank's Tariff of fees and charges at the time the Bank accepts the payment order in the form of express transfer ( BlueCash ).

#### §5

The Bank notifies the Payer of a refusal to accept a payment order in the form of an express transfer ( BlueCash ):

- 1) in the form of a message - in the case of a payment order submitted via the Bank's transaction service;
- 2) orally - in the case of a payment order submitted at the Bank's outlet.

#### §6

Information on the rules of conducting interbank settlements by Blue Media SA in the BlueCash system and information on banks participating in the BlueCash system is available on the Blue Media SA website on the Internet at [www.bluemedia.pl](http://www.bluemedia.pl)

## Appendix 5

to the "Regulations for the provision of services in the field of maintaining bank accounts for individual clients"

### Principles of providing the currency exchange service as part of electronic banking services

#### General provisions and definitions

##### § 1

1. These "Rules for the provision of the currency exchange service as part of electronic banking services" , **hereinafter referred to as "principles"**, define the terms of use of the Foreign currency exchange service, which enables customers to exchange currencies (buy or sell) with cashless settlement via electronic banking.
2. The rules of using the currency exchange office are described in the "Currency exchange customer guide", hereinafter referred to as the "guide"; the guide is available on the Bank's website.

#### Provision and use of a currency exchange office

##### § 2

1. The condition for using the currency exchange office is:
  - 1) having a savings and checking account (ROR) and at least one savings account in a convertible currency (foreign currency account) for which the Bank offers a currency exchange office,
  - 2) using electronic banking services,
  - 3) providing the accounts referred to in point 1 in electronic banking,
  - 4) making the currency exchange office available to the user by the Bank.
2. The currency exchange office is available to the holder, the account co-owner and the proxy who has been granted a permanent power of attorney, hereinafter referred to as users .
3. In the case of opening a new savings account in a convertible currency, users who meet the conditions referred to in paragraph 1, the Bank will provide a currency exchange office within 3 business days from the date of opening a new savings account.
4. Using the currency exchange office as part of electronic banking services is possible after users log into the system.

#### Principles of operation of the currency exchange office

##### § 3

1. Users to whom Kantor Currency Exchange has been made available may use the currency exchange service through the client's accounts indicated in § 2 sec. 1 point 1 available at the foreign exchange office and to place orders for future transactions, with the proviso that the currency exchange always takes place between an account kept in PLN and an account in a convertible currency.
2. The user has the option of using the currency exchange office 24 hours a day, 7 days a week.
3. Single transaction amount in The currency exchange office is the equivalent of the currency converted into zlotys, minimum PLN 10.00 and maximum PLN 1,000,000.00 and is independent of the limits set for accounts for transactions made via electronic banking.

#### Real-time transactions

##### § 4

1. The condition for carrying out a currency exchange transaction at the currency exchange office is that the customer has:
  - 1) two accounts of which the Client is the owner, co-owner, each of these accounts should be kept in the currency appropriate for the transaction concluded by the client,
  - 2) the required amount of funds to settle the transaction on the account to be debited.

2. If the account used to settle the transaction is a joint account - then transactions with its use may only be concluded by the account co-holder for whom the Bank has launched the service or by a permanent representative.

#### § 5

1. When concluding a currency exchange transaction in a foreign exchange office, the customer defines the following conditions:
  - 1) type of transaction (purchase / sale),
  - 2) transaction amount,
  - 3) the currency pair of the transaction (the currency bought and the currency sold), with the proviso that the currency exchange always takes place between the account in PLN and the account in the convertible currency,
  - 4) accounts for the settlement of transactions.
2. Before concluding a transaction in the currency exchange office, the customer has the option of viewing the exchange rate for a given currency pair on the device screen, at which he can conclude a transaction; for the client, the remaining time is shown on the screen to accept the terms of the transaction and the exchange rate offered by the Bank for this transaction.
3. The conclusion of the transaction takes place upon the approval by the client of the exchange rate referred to in paragraph 2. by selecting the "Buy" or "Sell" button on the screen, and then accepting the above with the "Confirm" button, which is tantamount to authorizing the transaction.
4. The transaction is concluded on a one-person basis, i.e. it does not require approval by another user.
5. The concluded transaction cannot be canceled. The customer cannot withdraw from the concluded transaction.
6. The transaction does not require confirmation with individual authentication data.
7. The settlement of the transaction takes place immediately after concluding the transaction on the accounts indicated by the Customer.

#### **Ordering currency exchange transactions in the future**

#### § 6

1. A user using a foreign exchange office may order a purchase / sale transaction in the future.
2. An order to execute a currency exchange transaction in the future may be placed at any time (offer) and may be canceled before the level of the exchange rate indicated for the type of transaction indicated in the above-mentioned is reached. order.
3. The bank provides information on:
  - 1) days and hours when a transaction order with a future date (offer) may be placed,
  - 2) transaction (offer) start and end days,
  - 3) the hours during which the transaction order (offer) can be revoked ,via the Bank's website.

#### § 7

1. When submitting the order referred to in § 6 sec. 1 user:
  - 1) specifies the following order parameters:
    - a) type of transaction (currency purchase / sale),
    - b) a currency pair,
    - c) the amount of the transaction,
    - d) start date of the order,
    - e) order completion date,
    - f) accounts used to settle the transaction order;
  - 2) indicates the execution rate of the ordered transaction.
2. An order to execute a transaction on a given day is accepted up to the amount of a single transaction indicated in § 3 sec. 4.
3. Accounts used to settle transactions in the future may only be the accounts used by the user as the account holder, co-holder or permanent representative .

4. Submitting an order to execute a transaction in the future does not require additional authorization by the user, subject to § 5 section 4.
5. The User remains bound by the order to execute the transaction in the future until it is accepted by the Bank on the basis of the indicated exchange rate referred to in sec. 1 point 2 or the expiry of its validity, unless the order is canceled.
6. Execution of the transaction order referred to in subpara. 2 occurs when the user reaches the level of the exchange rate indicated or more favorable for the client to execute the type of transaction and currency pair, provided that at that moment he has funds available on the debited account, in the amount of the ordered transaction, converted at the rate indicated by the user.
7. The cancellation of an order to execute a transaction in the future, referred to in paragraph 2, may take place by any user of the service before the price level indicated for the execution of the type of transaction indicated in the above-mentioned is reached. order.

#### § 8

1. Subject to paragraph 3, information on transactions is available at the currency exchange office:
  - 1) implemented, in particular information:
    - a) enabling the customer to identify the transaction,
    - b) concerning accounts used to settle transactions,
    - c) about the amount of the transaction with the exchange rate that was used in the transaction and the amount of the transaction after currency conversion,
    - d) about the date of the transaction;
  - 2) open orders to execute transactions in the future,
  - 3) not performed:
    - a) orders to execute transactions in the future not executed due to the expiry of the order date,
    - b) orders canceled (canceled) by the user.
2. Information on all transactions concluded in the currency exchange and settled by the indicated account is available in the history of this account on the website.
3. The bank provides the information referred to in para. 1 - 2 to the holder periodically in accordance with the terms of the account agreements used to settle the transaction.

### **Fees and Commissions**

#### § 9

The Bank charges fees and commissions for activities related to the provision of foreign exchange services, in line with the tariff binding at the Bank.

### **Restrictions on the use of the currency exchange office**

#### § 10

The Bank has the right to partially limit or block access to the system and / or temporarily block the execution of instructions in the cases described in Annex 3 to the regulations "Rules for the provision and operation of electronic access channels".