

# Visa Business Świat Payment Card Rules

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## Chapter 1. General Provisions and Terminology

### Article 1

The Visa Business Świat Payment Card Rules, hereinafter called the "rules", govern how:

- 1/ the bank concludes agreements on payment cards for corporate clients with clients,
- 2/ the bank issues Visa Business Świat cards under such agreements,
- 3/ the bank settles transactions made by clients using their Visa Business Świat cards,
- 4/ clients and users should use their Visa Business Świat cards.

### Article 2

Below you can find the list of all terms used in these rules along with their definitions:

<b>1/ 24/7 Customer Service Centre</b>	a call centre responsible for providing support to card users, including activating cards, setting a PIN, cancelling cards, checking the available limit on a card and checking the history of recent card transactions,
<b>2/ merchant</b>	a business which accepts payments for its products or services in a cashless form made by cards,
<b>3/ authorisation</b>	consent granted by a user for the execution of a transaction in a manner described in the rules,
<b>4/ bank</b>	mBank S.A., which is also referred to as "we" to indicate that the bank performs a given action, e.g. we maintain, we execute, us, our, etc.
<b>5/ ATM</b>	an automated teller machine operating on-line, enabling users to withdraw cash or additionally perform other operations,
<b>6/ card block</b>	a temporary block placed on a card that prevents a client from using the available spending limit,
<b>7/ card details</b>	details embossed on a card, i.e. first name and surname of its user, card number, its expiry date and the CVV2 code,
<b>8/ transaction receipt</b>	a document or a receipt from a device that confirms that a card transaction was executed,
<b>9/ daily authorisation limit on the transaction value</b>	a daily limit on the total amount in PLN applicable to cash and cashless transactions executed using a card,
<b>10/ daily authorisation limit on the number of transactions</b>	a daily limit on the total number of transactions applicable to cash and cashless transactions executed using a card,
<b>11/ card</b>	a Visa Business Świat payment card,
<b>12/ client</b>	a business, a legal entity or an organisational unit without legal personality having legal capacity who concluded a bank account agreement with us,
<b>13/ CVV2 code</b>	a three-digit code printed on the back of a card, used to confirm that the card is authentic at the time of making online, phone or postal transactions, relevant for Visa International,
<b>14/ 3-D Secure code</b>	a one-time code sent to a user in a text message to a mobile phone number provided by the user. This code confirms the identity of the user and additionally authorises a transaction using the 3-D Secure security standard,
<b>15/ branch</b>	our branch which maintains a client's bank account,
<b>16/ PIN</b>	a confidential number which, combined with data stored on a card, is used to electronically identify the user,
<b>17/ bank account</b>	(current or auxiliary) integrated bank account of a client or a current or auxiliary account of a client maintained by us,
<b>18/ complaint</b>	a statement of a client/user questioning the debited amount or the grounds for the debiting in respect of e.g. card transactions, fees or commissions charged, card issue service, improper functioning of a card,
<b>19/ 3-D Secure security standard</b>	"Verified by Visa" for Visa cards: it is a security protocol for online transactions used by merchants offering this type of security. The 3-D Secure security standard covers all cards of users who registered their mobile phone number in our system,
<b>20/ online banking system or mCN</b>	Internet Customer Service System mBank CompanyNet of mBank S.A., including the Cards module for handling and managing card portfolios,
<b>21/ mBank Group website</b>	the website of the bank and the group subsidiaries available at <a href="http://www.mbank.pl">www.mbank.pl</a> ,
<b>22/ tariff</b>	the Tariff of Banking Fees and Commissions of mBank for SME and Corporates,
<b>23/ POS terminal</b>	an electronic payment terminal allowing a user to make transactions. This includes POS terminals with a contactless reader that allows users to make contactless card transactions,
<b>24/ transaction</b>	cash deposit or withdrawal, or a card payment,
<b>25/ authorised transaction</b>	a transaction authorised by a user to which we granted consent,

<b>26/ remote transaction</b>	phone, online and postal payments (without the need of physical presentation of a card),
<b>27/ contactless transaction</b>	a card payment made by tapping a card on a contactless reader of a POS terminal,
<b>28/ agreement</b>	agreement on payment cards for corporate banking clients or an integrated bank account agreement,
<b>29/ user</b>	a natural person authorised by a client to execute transactions specified in the agreement for the client and on its behalf. The identification data of a user are printed on their card,
<b>30/ Visa</b>	Visa International payment organisation that issues cards,
<b>31/ card settlement currency</b>	a currency for making settlements between us and the payment organisation for foreign card transactions executed by users. The list of currencies can be found on the mBank Group website,
<b>32/ application</b>	application for a card for a client,
<b>33/ card cancellation</b>	permanent block placed on a card, as a result of which a client is not able to use the card, which may be confiscated at our request.

## Chapter 2. Conclusion of an Agreement

### Article 3

We conclude an agreement with a client, under which we issue cards for the client.

### Article 4

1. We prepare two copies of the agreement and provide them to the client to sign (if no other agreements were signed before).
2. The agreement is signed by persons authorised to make statements of intent with respect to property rights and obligations of the client.
3. The client submits two signed copies of the agreement to a branch. After we sign them, one of the copies is returned to the client.

### Article 5

1. Once the client signs the agreement, it has the right to submit applications for cards.
2. With reference to chapter 14 of the rules, the client is fully liable towards us for any and all liabilities arising from the use of cards issued at the client's request.

## Chapter 3. Applying for a Card

### Article 6

1. A card may be applied for by a client:
  - 1/ who holds a bank account in PLN with the bank,
  - 2/ against whom no liquidation, insolvency or restructuring proceedings have been instituted.
2. The client applies for a card in the online banking system.

### Article 7

1. In an application submitted via the online banking system, the client indicates in particular:
  - 1/ its shortened name,
  - 2/ a user and their personal data, including:
    - a/ their first name,
    - b/ their surname,
    - c/ their correspondence address,
    - d/ their personal identification number (PESEL) or, if the user has no PESEL:
      - their date of birth,
      - their country of birth,
    - e/ their citizenship,
    - f/ the type of identity document,
    - g/ the series and number of identity document,
    - h/ their mother's maiden name,
    - i/ their mobile phone number,
  - 3/ their bank account in PLN for transaction settlement,
  - 4/ their card spending limits.
2. When applying for a card, the client reads the rules received from us and declares that it accepts their provisions and undertakes to observe them.
3. The client undertakes to make the user familiar with the rules.

### Article 8

The application is authorised by persons authorised to authorise electronic documents (forms) in the online banking system.

### Article 9

Once the client submits two copies of the agreement and one copy of the accepted application, we will prepare a card for the user.

### Article 10

We reserve the right to refuse to issue a card without stating the reason.

## Chapter 4. Card Issue

### Article 11

Cards are provided to a user in a manner specified by a client in the application.

## Article 12

If the client does not receive a card within 14 business days from the day on which the application was submitted, the client or the user report this fact to us.

## Article 13

1. The user is provided an inactive card. It cannot be used to make transactions. Once the user receives the card, they must activate it by submitting a phone instruction to the 24/7 Customer Service Centre by dialling the number provided on the card.
2. The following cards require activation:
  - 1/ new cards, including cards issued to replace cancelled cards,
  - 2/ duplicates,
  - 3/ renewal cards.
3. If the user does not activate the card, when attempting to make a transaction we may confiscate the inactive card.

## Article 14

1. Once the user receives the card, they should sign it in permanent ink as soon as possible.
2. If the user fails to do this, the consequences are borne by the client.

## Chapter 5. Using a Card

### Article 15

A card may be used only by the person for whom it was issued. The first name and surname of this person and their signature are printed on the card.

### Article 16

1. A card is issued for a period provided on it.
2. The card may be used until the last day of the month in which it expires.

### Article 17

A card may be used in Poland and abroad.

### Article 18

1. A card may be used to:
  - 1/ pay for goods and services at merchants, including in contactless transactions and at ATMs,
  - 2/ withdraw cash at ATMs and branches of other banks, as well as in other outlets that offer such services, including withdrawing cash when making cashless transactions (cashback).
  - 3/ pay for goods and services ordered or provided via postal services, over the phone and on the Internet,
  - 4/ check the balance in the account for which the card was issued at ATMs offering such service,
  - 5/ take other actions described on the mBank Group website.
2. Transactions mentioned in Article 18 (1) (1) can be made in particular using POS terminals and ATMs bearing the Visa logo.
3. Contactless transactions mentioned in Article 18 (1) (1) can be made if:
  - 1/ a transaction does not exceed the value limit for a single contactless transaction set by Visa. The limit is provided on the website of mBank Group,
  - 2/ a contactless transaction that exceeds the value limit mentioned in Article 18 (3) (1) must be executed in line with the rules set forth in Article 19 (1) (6).
4. During a contactless transaction, we may ask the user to confirm it with a PIN or by placing a signature on the transaction receipt matching the signature on the card.
5. To activate the contactless function of a card before the first contactless transaction and execute a transaction specified in Article 18 (1) (1) or (2), it must be confirmed with a PIN.
6. Cashback transactions mentioned in Article 18 (1) (2) can be made if:
  - 1/ a merchant or an outlet that offers such services has a POS terminal displaying the cashback service symbol,
  - 2/ a transaction does not exceed the limit for a single transaction of this type set by Visa. The limit is provided in the card description on the website of mBank Group.
7. Transactions mentioned in Article 18 (1) (3) can be made remotely at merchants displaying the Visa logo which accept card payments on their websites or otherwise.
8. If a user provides the card number to make a remote transaction, they do not have to place a signature and the transaction amount will be debited from the client's account.

### Article 19

1. Users authorise transactions by:
  - 1/ physically presenting a card and entering a PIN – at ATMs or at merchants with POS terminals displaying the Visa logo,
  - 2/ physically presenting a card and placing a signature on the transaction receipt matching the signature on the card – at some merchants with POS terminals displaying the Visa logo,
  - 3/ providing card details – for remote transactions in the form of phone or online orders. Provision of these data is enough to execute a transaction,
  - 4/ providing card details and confirming the order by placing a signature – for remote card transactions executed by postal order,
  - 5/ physically presenting a card or placing it in a device if Visa does not require users to confirm the transaction with a handwritten signature or by entering a PIN,
  - 6/ tapping a card on a contactless reader and entering a PIN or placing a signature on the transaction receipt – for contactless transactions that exceed the value limit for contactless transactions,
  - 7/ tapping the card on a contactless reader – for contactless transactions that do not exceed the value limit for contactless transactions, subject to Article 19 (4),
  - 8/ providing card details or card details and the 3-D Secure code – for remote card transactions made online.
2. In the case of recurring transactions (e.g. subscriptions, fees, membership contributions, etc.), by authorising the first transaction in a manner described in Article 19 (1) the user consents to subsequent transactions in the scope agreed with a merchant.
3. An employee of the merchant accepting a payment made using a physical card may ask its user to confirm their identity with an identity document.
4. In order to verify the authenticity of transactions, our employees may contact users.
5. A user who has placed a card payment order must authorise it.
6. We identify a payer who places a card payment order only on the basis of the card number. This number is a unique identifier of a card user within the meaning of the Payment Services Act.
7. We consider a payment order as received at the time we receive it.

## Article 20

1. Once a user authorises a transaction in line with Article 19, it becomes irrevocable. However, the user has the right to withdraw their consent to subsequent recurring transactions on the rules agreed with the merchant.
2. We are not liable for recurring transactions if the merchant initiated them after the user withdrew their consent.

## Article 21

1. We set daily authorisation limits on the value or number of card transactions.
2. The values of standard daily limits are published in the card details section in mCN.
3. A client may set custom authorisation limits on a user's card. They cannot exceed the maximum values set in line with Article 21 (2).
4. Information on daily authorisation limits on the value of transactions set for a given user is provided together with their card.

## Article 22

1. Card transactions may be carried out up to the amount of the available funds in the bank account for which the card was issued, as per the daily authorisation limits, subject to Article 22 (5).
2. Card transactions lower the available:
  - 1/ daily authorisation limits applicable to the card, and
  - 2/ funds in the bank account for which the card was issued.We block transaction amounts from the balance available in this account until the day on which we will settle the transaction or release the block. This depends on whichever of these events occurs first.
3. The block is released not later than within 14 calendar days after it was placed.
4. If we receive a settlement from Visa, we may settle a transaction even after the 14 calendar day limit. This also covers all fees and commissions applicable to this transaction.
5. If a transaction was made without checking if there are sufficient funds in the account, it may result in an unauthorised overdraft. The transaction amount and the amount of due fees and commissions will be deducted from the balance of the bank account for which the card was issued, regardless of the amount of funds available in this account.

## Article 23

1. We will not consent to a card transaction where:
  - 1/ user provides incorrect card details when authorising the transaction,
  - 2/ one of the parties terminates the agreement,
  - 3/ we blocked the account for which the card was issued under separate laws,
  - 4/ available limit in the bank account for which the card was issued is insufficient to make the transaction,
  - 5/ transaction exceeds the daily authorisation limits (on the number or value of transactions) on the card,
  - 6/ for safety reasons we will assess the transaction as a fraud transaction,
  - 7/ if made, the transaction may breach international sanctions.
2. A merchant or a branch of the bank will refuse to make a card transaction if a user:
  - 1/ presents an expired or cancelled card,
  - 2/ enters an incorrect PIN,
  - 3/ provides incorrect details when authorising the transaction,
  - 4/ refuses to produce an identity document.
3. A merchant or a branch of the bank will refuse to make a card transaction also where:
  - 1/ it is impossible to obtain our consent to the transaction,
  - 2/ it is justified under the generally applicable laws on payment cards.

## Article 24

If a user or a client makes a transaction without our consent, the merchant or the device through which the transaction is executed will provide or display relevant information, unless the information cannot be provided for reasons outside our control.

## Chapter 6. PIN

### Article 25

A user sets their PIN when activating a card.

### Article 26

The user can change their PIN in the manner outlined at [www.mbank.pl/msp-korporacje/karty](http://www.mbank.pl/msp-korporacje/karty).

### Article 27

The PIN for a renewed card and a card duplicate remains unchanged, subject to Article 28 (4).

## Chapter 7. Card Duplicate

### Article 28

1. A client applies to us for a card duplicate via mCN if:
  - 1/ the surname of the card user has changed,
  - 2/ the name of the client has changed,
  - 3/ the card has been mechanically damaged,
  - 4/ the magnetic stripe or chip has been damaged.
2. We will issue a card duplicate provided that the client activated the previous card. The duplicate will have a new expiry date, whereas the card number and PIN will remain unchanged.
3. We charge a fee for issuing a card duplicate as per the tariff, except for the case referred to in Article 28 (1) (4).
4. If it is technically impossible to issue a duplicate, we will issue a new card with a new number and expiry date. The expiry date of the new card will not be earlier than the expiry date of a duplicate, and the new card will have at least the functions of the previous card.

### Article 29

1. We send the inactive card duplicate to the address of the user saved in our banking system.

2. After the user receives the card duplicate, they activate and sign it. This means that the user cannot use the previous card anymore. The client or the user destroy the previous card in a manner making it impossible to use it or read the card details. The client is liable for the consequences of breaching this obligation.

## Chapter 8. Card Renewal

### Article 30

1. A renewal card is issued for another expiry period automatically, subject to Article 30 (4). We send it to the address of the user saved in our banking system as at the date on which the renewal is initiated. This date falls 60 days before the expiry date of the card to be renewed.
2. We issue a card for the next expiry period within the following 14 days, subject to Article 30 (3) and (4).
3. We will not renew a card where the client or the user lost their right to use the card.
4. Automatic card renewal is conditional on prior activation of the previous card in accordance with Article 13 (2).
5. We may decide not to issue a card for the next expiry period without giving any reasons of which we will inform the client in writing.

### Article 31

1. The previous card cannot be used anymore following the activation of the renewal card. The client or the user must destroy the previous card in a manner making it impossible to use it or read the card details. The client is liable for the consequences of breaching this obligation.
2. If the client or the user do not receive the renewal card, they must inform us about it.

### Article 32

A client who decides to close a card in the next period must inform our branch about it in writing not later than 60 days before the expiry date of the card. If the client fails to inform us about their decision to close the card within this period, we assume that they agree to renew the card for another period.

## Chapter 9. Settlements

### Article 33

A card is settled from a bank account on an ongoing basis.

### Article 34

We debit card transactions as well as fees and commissions due to us with a value date of a given transaction to the bank account for which the card was issued. We do so not later than three days after receiving a settlement report from Visa.

### Article 35

1. Transactions are made in the currency of the country in which they are effected, unless the Visa regulations allow transactions in a different currency.
2. A merchant can allow transactions in a currency different than the currency of the country in which the transactions are effected. If this is the case, users agree to the merchant charging an additional fee or using a foreign exchange rate.

### Article 36

1. Card transactions are settled from a bank account kept by us for a client in PLN. The client indicates this account in the application.
2. In the case of a foreign currency transaction made by a card for which PLN is the settlement currency, Visa will convert the transaction into PLN at its own exchange rate. We will charge the client with the transaction amount received from Visa without making any additional conversions.
3. Upon receiving an instruction to change the account for which the card was issued, we will cancel the card and issue a new one. We will do so based on a new application filed by the client.

### Article 37

A client ensures that the funds deposited in the bank account for which their card was issued are sufficient to cover the obligations arising from a transaction on the transaction date.

### Article 38

1. The client authorises us to charge the following amounts to their bank account dedicated to settlements, regardless of the account balance:
  - 1/ amounts of transactions based on the transaction report, regardless of the transaction dates and commissions relating thereto,
  - 2/ fees for issuing and using cards.
2. If there is an unauthorised overdraft in the bank account, we will follow the provisions of the bank account agreement applicable to unauthorised overdrafts.

### Article 39

1. Transactions and amounts debited to the bank account for card use are confirmed by us on the account statement. The statement lists all card transactions made.
2. We directly follow the provisions applicable to account statements stipulated in:
  - 1/ Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A., or
  - 2/ Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A.,
  - 3/ bank account agreement.

## Chapter 10. Fees and Commissions

### Article 40

1. We charge fees and commissions as per the tariff for activities connected with issuing and handling cards. The tariff is an integral part of the agreement.
2. We can change the type and amounts/rates of fees and commissions from time to time. The changes depend mostly on transaction handling costs borne by us, among others the inflation rate and foreign currency exchange rates.
3. Merchants may charge their own commissions on transactions of which they should inform users before they make the transactions. The commissions do not depend on the banking fees and commissions provided for in the rules. We are not liable for commissions on transactions charged incorrectly by merchants.

## Article 41

1. We communicate the new text of the tariff or notify clients about changes in fees and commissions and their effective date in the manner and mode of changing fees and commissions provided for in:
  - 1/ Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A., or
  - 2/ Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A., depending on the type of bank account agreement concluded with the bank.
2. The provisions of these regulations on terminating bank account agreements or changing fees and commissions apply accordingly.
3. The amounts/rates in the tariff and information of changes thereof are published on [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje) or made available in our branches.

## Article 42

1. We charge a fee each time we order a card for a client.
2. We charge a fee for using a card at the beginning of each month or the next 12 months of the card's expiry period, depending on the fee calculation method.
3. A commission on a cash withdrawal is settled together with the cash withdrawal in the manner defined for transaction settlements.

## Chapter 11. Obligations of Clients and Users

### Article 43

Users and clients:

- 1/ comply with the rules, generally applicable laws, and the local rules regarding the use of ATMs,
- 2/ store cards securely and protect their PINs,
- 3/ protect cards against loss, theft or damage,
- 4/ do not store cards together with PINs,
- 5/ do not make cards and PINs available to unauthorised persons,
- 6/ immediately cancel cards in the cases referred to in Article 52,
- 7/ use cards for their intended purpose and only during the expiry period,
- 8/ report irregularities in the lists of transactions in accordance with Article 49,
- 9/ do not provide card details to third parties for purposes other than making transactions or cancelling cards,
- 10/ annul card reservations before the agreement is terminated/expires,
- 11/ revoke their consent (if they decide to close, block or cancel cards or if the agreement is terminated/expires) granted to merchants to subscription payments based on card details before the agreement is terminated/expires.

### Article 44

1. Each payment referred to in Article 18 is confirmed by a transaction receipt issued by the outlet accepting the card payment.
2. Before authorising card transactions, users must check the transaction amount.

### Article 45

Clients/users cannot use cards against law. In particular, they are forbidden to buy goods or services banned by the laws of Poland or the country in which a card is being used.

### Article 46

Clients inform us of any changes in their data provided in the application as soon as possible.

## Chapter 12. Complaints

### Article 47

1. Clients/users can complain about the services provided by us under the agreement. They can do it in any of our branch providing customer service. A list of branches and their addresses is available on mBank's website.
2. We accept written and oral complaints submitted over the phone or during a meeting with our employee, and complaints submitted electronically, in particular via mCN. In the case of complaints disputing a charge, the amount of a charge or the number of charges made in respect of card transactions, pursuant to the rules of international payment organisations we have the right to ask clients/users to submit their complaints using only a written complaint form and provide us with:
  - 1/ scan of the filled out complaint form and appendices via mCN for complaints submitted via mCN,
  - 2/ original copy of the filled out complaint form by delivering it to our branch providing customer service.
3. Each complaint should include a detailed description of the contested event, the client's expectations as to how the bank should resolve the complaint, card number, name of the client as well as the data of the person submitting the complaint (first name, surname, phone number and email address).
4. We resolve complaints promptly within a maximum of 15 business days for the bank from the day we receive a complaint. In particularly complex cases we will extend the time needed to consider a complaint and respond to it to a maximum of 35 business days. If this is the case, we will inform the client about this.
5. Clients/users check the lists of transactions to verify if their card transactions as well as fees and commissions for using cards have been settled correctly.
6. Clients/users will inform us of any inconsistencies in the lists of transactions arising from debits or credits to the bank account dedicated to card settlements. In particular, this refers to errors and other irregularities in card settlements.
7. Clients must inform us of any such irregularities within seven days from the day they receive or can download the disputed list of transactions. We assume that clients receive the lists of transactions within ten days from the day we compile them or make them available for download.
8. Having handled a complaint, we inform the client of the outcome. We respond to complaints in writing or using another durable medium.
9. If we reject a complaint, the client may request us to consider the complaint again. The client files the request in writing within 14 days from the date of receiving our response to the complaint, providing the data referred to in Article 25 (3).
10. Regardless of the complaint handling process, clients have the right to assert claims against us in accordance with the generally applicable laws.
11. Our activities are supervised by the Polish Financial Supervision Authority.



### Article 48

1. We can request the user whose card was used to make a transaction complained about to quickly provide us with any documents justifying the complaint. These include, in particular:
  - 1/ terminal receipt that confirms the transaction,
  - 2/ code (transaction cancellation number) in the case where an online or phone transaction was cancelled,
  - 3/ terminal receipt that confirms that the payment was made by the client using a different method in the case where the card transaction was rejected,
  - 4/ terminal receipt that confirms that the card transaction failed in the case where the transaction was not executed,
  - 5/ document that confirms that the goods were returned or the service was annulled in the case where the goods were returned or the service was annulled.
2. Users keep these documents for 60 days following the respective transaction. If the user fails to provide us with these documents within this deadline, we will assume that they confirm the transactions.
3. If the user complains about a transaction they did not make, we can request them to cancel the card. We also request them to provide us with a document that confirms that the unauthorised card transaction was reported to the police. They have seven days to make the report. If the user fails to do it, we will assume that they accept the transaction complained about.

### Article 49

1. When starting the complaint procedure, in justified cases we can conditionally credit the transaction amount complained about to the client's account. We will inform the user in writing that their complaint has been conditionally approved.
2. If we fail to recover the amount complained about as a result of the complaint procedure, we will debit it to the client's bank account with the date on which it was conditionally credited.
3. We handle complaints in accordance with the procedures of payment organisations that are uniform for all banks being members of the payment organisations.
4. At the client's request, we will ask for a copy of the transaction receipt. In doing so we will apply the complaint rules accordingly.

## Chapter 13. Cancellation

### Article 50

1. A user should cancel their card as soon as possible if:
  - 1/ the card has been damaged,
  - 2/ the card has been lost,
  - 3/ the card has been stolen,
  - 4/ the card details or PIN code has been disclosed to an unauthorised person,
  - 5/ the card has been used by an unauthorised person,
  - 6/ the card has been appropriated,
  - 7/ the card has been accessed in an unauthorised manner.
2. If this is the case, the user cancels the card over the phone via the 24/7 Customer Service Centre.

### Article 51

1. The user must answer the questions of the employee of the 24/7 Customer Service Centre asked in order to confirm the user's identity. The employee will confirm that the card has been cancelled and give the date, hour and minute of accepting the user's call. We have the right to record and archive calls regarding card cancellations in order to document the exact date, hour and minute of each call.
2. At the request of the client or the user we can provide a written confirmation that the card has been cancelled.
3. If the client encounters situations other than that referred to in Article 52, it should inform us about it as soon as possible via the online banking system or at our branch.

### Article 52

1. The card is irrecoverably cancelled until its expiry date.
2. If the user or the client recovers the cancelled card, they cannot use it anymore. The user or the client must destroy the recovered cancelled card in a manner making it impossible to use it or read the card details.

### Article 53

To replace the cancelled card, we will issue a new card with a new number and expiry date.

## Chapter 14. Responsibility for Using a Card

### Article 54

1. A client is fully responsible for:
  - 1/ transactions authorised by the user in line with the rules,
  - 2/ consequences of card use by the user, particularly when:
    - a/ the card is used in a manner inconsistent with the rules, generally applicable provisions of law, and local rules regarding the use of ATMs,
    - b/ the client did not quickly cancel the card in one of our branches as stipulated in the rules,
    - c/ transactions were executed by unauthorised persons who were given access to the card or the PIN by the user or the client,
    - d/ transactions were executed remotely, i.e. without physical presentation of the card.
2. The client is responsible for recurring transactions when the consent to a merchant initiating such transactions was not withdrawn despite the card being cancelled/closed.
3. If we have concluded the agreement with more than one client, all the clients are responsible towards us on a joint and several basis.

### Article 55

After card cancellation, a client is responsible for unauthorised transactions if they were caused by the user's or the client's deliberate actions.

## Chapter 15. Closing a Card

### Article 56

1. A client may close a card before its expiry date in writing.

2. If the card is closed after the deadline specified in Article 32, we do not refund the annual card fee.
3. We cancel the card as at the date on which we receive the written request for closing it. The client/user must destroy the card. If they fail to do so, they hold responsibility for transactions executed with the use of the card.
4. In the case of recurring cashless transactions, the user or client must revoke their consent to a merchant's execution of such transactions not later than 30 days before closing the card.

## Chapter 16. Loss of the Right to Use a Card

### Article 57

All cards are our property.

### Article 58

We may deprive a user of the right to use the card, particularly in the following cases:

- 1/ the client or the user fails to comply with the agreement or the rules,
- 2/ the client fails to comply with other agreements concluded with us, which means, among other things, that:
  - a/ the client causes an unauthorised debit balance in the bank account,
  - b/ the client does not meet the obligations under agreements bearing credit risk,
- 3/ an authorised institution has seized receivables from the client's bank account,
- 4/ the client's legal form has changed,
- 5/ a bankruptcy petition has been filed or liquidation, restructuring or enforcement proceedings have been instigated with regard to any of the clients, or there is a risk that any of the clients becomes insolvent,
- 6/ our assessment of the client's financial standing and the client's ability to meet the obligations under the agreement concluded with us is negative,
- 7/ events have occurred which, in our opinion, may have a negative impact on the client's financial standing and the client's ability to meet the obligations under the agreement concluded with us, and on the client's business results.

### Article 59

A user loses the right to use the card in the following cases:

- 1/ any of the parties terminates the bank account agreement,
- 2/ we terminate the bank account agreement concluded with the client due to its expiry,
- 3/ the card's expiry date has passed,
- 4/ the user has died,
- 5/ the client has applied for that,
- 6/ we are withdrawing the card from the range of offered products.

### Article 60

If a client/user has lost the right to use the card, we cancel it. In the case of the user's death, we cancel the card on the day on which we find out about it. The client will destroy the card as soon as possible. If the client fails to do this, the consequences are borne by the client.

### Article 61

1. If we confirm the loss of the right to use the card, we will inform the client about this over the phone, as soon as possible, and then send a relevant notice in writing. We may also terminate the agreement.
2. In the cases referred to in Article 61 (1)-(5), the user loses the right to use the card automatically on the day on which any these events occurs. In the cases referred to in Article 60 (6)-(7), we will indicate the date of losing the right to use the card.

## Chapter 17. Amendments to the Rules and Termination of the Agreement

### Article 62

1. We can amend the rules during the term of the agreement.
2. Amendments to the rules are published at [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje). When publishing the amendments, we announce their effective date. The day of delivery of the amended rules to the client is deemed to be the eighth day from the publication of the amendments to the rules on the official website of mBank Group.
3. If a client does not accept the new terms and conditions of the agreement arising from the amendments to the rules, the client must submit a written refusal. The client's refusal should be filed within 14 days from the delivery of the amended rules. If the refusal is filed, the client loses the right to use all the cards and returns the cards to us. This situation will be deemed to be termination of the agreement by the client.
4. If the client refuses to accept the rules and does not return the cards, we will cancel them as quickly as possible.
5. If the client does not submit a statement confirming the acceptance of the new terms and conditions of the agreement within 14 days from their delivery, the client will be deemed to have accepted the amended rules as at their effective date.
6. The client undertakes to read the information published for clients at [www.mbank.pl/aktualnosci/msp-korporacje](http://www.mbank.pl/aktualnosci/msp-korporacje) at least once a week.

### Article 63

1. Each of the parties may terminate an agreement with one month's notice.
2. The termination notice must be filed in writing. The termination notice is signed by persons authorised to make statements of intent with respect to property rights and obligations of the parties.
3. If we have concluded the agreement with more than one client, the termination notice must be signed by all of them. The termination notice may be submitted by only one client provided that it acts under a power of attorney given by the other clients.
4. If the agreement is terminated by the bank, the bank notifies the client about the reason of termination.
5. The termination notice is delivered to the other party by registered mail against confirmation of receipt or by hand delivery against receipt.
6. The notice period for termination commences when the notice is delivered to one of the parties.
7. Starting from the day on which any of the parties filed the termination notice, we have the right to cancel the card.

### Article 64

We may terminate the payment card agreement concluded with a corporate client, if:

- 1/ the card is used in a way that exposes us to financial losses,
- 2/ the client or its user grossly violates the agreement or the rules,
- 3/ the client fails to comply with other agreements concluded with us,

- 4/ an authorised body has seized the client's bank account,
- 5/ any of the parties has terminated the bank account agreement,
- 6/ the client's legal form has changed,
- 7/ a bankruptcy petition has been filed or liquidation, restructuring or enforcement proceedings have been instigated with regard to any of the clients, or there is a risk that any of the clients becomes insolvent,
- 8/ our assessment of the client's financial standing and the client's ability to meet the obligations under the agreement concluded with us is negative,
- 9/ events have occurred which, in our opinion, will have a negative impact on the client's financial standing and the client's ability to meet the obligations under the agreement concluded with us, and on the client's business results.
- 10/ we are withdrawing the card from the range of offered products, unless the client uses a different card type,
- 11/ we are limiting our activity in the area of card issuance.

#### **Article 65**

If a client terminates the agreement, the client must return the card to one of our branches. We will cancel the card on the day on which we receive the termination notice.

#### **Article 66**

The card agreement is terminated upon termination of the bank account agreement concluded with us by a client.

#### **Article 67**

If the agreement is terminated, the client must settle all the liabilities towards us which arose from the use of the cards issued under the agreement.

### **Chapter 18. Final Provisions**

#### **Article 68**

Under a separate agreement on online banking system and when other conditions are met, an authorised representative of a client will have the right to manage the issued cards via the system.

#### **Article 69**

1. In order to protect clients' and users' interests as well as our own interests, we may contact them by the phone without prior notice.
2. We may block a card or cancel it for justified reasons connected with:
  - 1/ the card's security,
  - 2/ a suspicion that the card was used in an unauthorised way or that transactions not authorised by the user were caused by deliberate actions.
3. We will notify the user of our intention to block or cancel the card. The only exception is when we cannot contact the user or when informing the user about blocking or cancelling the card would not be justified due to security reasons or under separate laws.
4. If circumstances described in Article 69 (2) cease to exist, we will unblock the card or issue a new card to replace the cancelled one at the client's request.
5. If we have cancelled the card due to reasons specified in Article 69 (2):
  - 1/ the user or the client must destroy the card. The responsibility for the consequences of breaching this obligation lies with the client.
  - 2/ we may refuse to issue new cards for the client.

#### **Article 70**

The following regulations apply to matters not regulated by the agreement or the rules:

- 1/ integrated bank account agreement, or
  - 2/ bank account agreement,
- depending on the type of bank account agreement concluded between us and the client,
- 3/ Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A., or
  - 4/ Regulations on Opening, Holding and Closing Bank Accounts at mBank S.A.,
- depending on the type of bank account agreement concluded between us and the client, and
- 5/ relevant legal provisions, in particular the Civil Code and the Act on Payment Services of 19 August 2011.

#### **Article 71**

1. Unless the agreement or the rules provide otherwise, all written correspondence between us and a client pertaining to the agreement is deemed delivered:
  - 1/ on the day on which the client receives it, or
  - 2/ on the date of the first advice note for registered mail sent to the client's last address known to us.
2. We are not responsible for the consequences of the actions of an operator handling the bank's mail (e.g. the post office).

#### **Article 72**

We are not liable for the consequences of circumstances beyond our control, especially when:

- 1/ merchants refuse to accept the card or apply caps on transaction amounts,
- 2/ a merchant or another authorised institution refuses to execute a transaction,
- 3/ we refuse to execute a card transaction in response to an authorisation request,
- 4/ a transaction cannot be executed because the client decreased the authorisation limits,
- 5/ we are unable to fulfil our obligations due to force majeure and orders of state authorities and public administration,
- 6/ we refuse to fulfil our obligations due to the fact that generally applicable provisions of law require us to do so,
- 7/ a failure of the authorisation and settlement system occurs or there is a breakdown or malfunction of the device accepting cards and registering transactions.

#### **Article 73**

1. A transaction may be rejected by a merchant or an ATM.
2. A card may be retained by a merchant or an ATM when:
  - 1/ a wrong PIN was used,
  - 2/ the card has been cancelled,
  - 3/ the card is invalid,
  - 4/ they are requested to retain the card,

- 5/ the signature on the card does not match the signature on the debit document,
  - 6/ the card is used by an unauthorised person.
3. If the merchant or the ATM retains the card, the user must contact us as soon as possible to agree on further steps.

#### **Article 74**

1. We act as the controller of the personal data of clients, clients' representatives and card users.
2. In order to conclude and perform the agreement, we process the personal data of clients, clients' representatives and card users. That is why we require the data connected with the agreement.
3. We process personal data of the client, the client's representatives and card users also:
  - 1/ for the purposes of banking operations, i.e. for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, handling complaints, asserting claims, preventing frauds, performing obligations arising from the law, in particular AML, FATCA, CRS, MIFID, and archiving,
  - 2/ in order to provide the client with marketing materials promoting the services and products of the bank and subsidiaries of the mBank Group. The list of mBank Group subsidiaries is available at: [www.mbank.pl](http://www.mbank.pl).
4. We process the personal data of clients, clients' representatives and card users for:
  - 1/ the period necessary to conclude and perform the agreement, or
  - 2/ the period of ten years from the termination date of the agreement, or
  - 3/ another period being the prescription period of possible claims.After these periods, we will anonymise the data.
5. Clients, clients' representatives and card users:
  - 1/ have the right of access to their data and to rectification of their data, as well as the right to data portability; and
  - 2/ may demand that the data be erased or that their processing be restricted, or may object to their processing.Card users perform these rights through the agency of clients.
6. The function of the Personal Data Protection Officer is held by the our employee who may be contacted at the following e-mail address: [Inspektordanychosobowych@mbank.pl](mailto:Inspektordanychosobowych@mbank.pl).
7. Detailed principles and procedure for the processing of personal data are specified in the GDPR package available at <https://www.mbank.pl/pdf/rodo/mbank-rodo-dla-klientow-korporacyjnych-11-2020-en.pdf>.
8. The President of the Personal Data Protection Office acts as the supervisory authority in terms of personal data protection. Clients, clients' representatives and card users may lodge a complaint with him/her.

#### **Article 75**

1. We may disclose data, including the personal data of clients, clients' representatives and card users, to:
  - 1/ entities we have entrusted with data processing for the purpose of performing agreements on rendering services to the bank.
  - 2/ payment organisations.
2. We have the right to provide data on liabilities arising from the agreement, including the client's personal data, to:
  - 1/ System Bankowy Rejestr (Banking Register System, "BR") – a database administered by the Polish Bank Association with its registered office in Warsaw, operating pursuant to the Banking Law Act of 29 August 1997,
  - 2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau, "BIK") with its registered office in Warsaw, operating pursuant to the Banking Law Act of 29 August 1997,
  - 3/ business information bureaus operating pursuant to the Act of 9 April 2010 on Disclosure of Business Information and Exchange of Business Data, if:
    - a/ total amount of liabilities due to us is at least PLN 500,
    - b/ the payment or payments are at least 30 days past due,
    - c/ at least one month has passed since the bank transmitting the data and being the creditor sent a request for payment, warning the client of its intention to transmit the data to a bureau, including the bureau's registered business name and address of its registered office, by registered mail to the correspondence address specified by the client, and if the client has not specified such an address, to the address of the client's registered office.
3. We may disclose the client's data, including personal data, collected in BR and BIK to:
  - 1/ other banks,
  - 2/ financial institutions operating as subsidiaries of banks, within the meaning of the Banking Law Act of 29 August 1997,
  - 3/ other entities authorised on a statutory basis – on the terms and conditions specified in the Banking Law Act of 29 August 1997,
  - 4/ business information bureaus referred to in the Act of 9 April 2010 on Disclosure of Business Information and Exchange of Business Data, within the scope and on the terms specified therein.

#### **Article 76**

All disputes arising from the agreement, not resolved amicably by the parties, will be settled by a common court competent for the our registered office.

#### **Article 77**

The following provisions do not apply to any payment services provided under the agreement:

- 1/ Chapter II of the Payment Services Act of 19 August 2011 (except for Article 32a), and
- 2/ Articles 34, 35-37, 40 (3)-(4), 45, 46 (2)-(5), 47, 48, 51, and 144-146 of the Payment Services Act of 19 August 2011, or
- 3/ whenever acceptable, any other legal provisions which amend or modify these provisions.