

Debit Card Rules for Corporate Customers of Raiffeisen Bank Polska S.A.

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I. General provisions

§ 1.

Terms used in these Rules shall have the following meaning:

1. **Card Processor** - a bank or credit institution which carries out activity defined in the Payment Services Act or a payment institution which has obtained a permit for such an activity within the meaning of the Act, which enters into a payment card acceptance agreement with the Merchant.
2. **Merchant** - a company that entered into a payment card acceptance agreement with the Card Processor.
3. **Authorisation** - the Bank's consent to make Card Transactions.
4. **Bank** - Raiffeisen Bank Polska S.A.
5. **Call Centre, CC** - the Bank's business unit providing customer service by phone by a Bank employee or an automated system.
6. **Business Day** - a day other than Saturday or public holiday on which Bank Branches conduct their operational activity.
7. **Electronic Access Channels, EAC** - IT access channels of R-Online Business, the Call Centre and/or Business Service Zone, which allow for fulfilling instructions and obtaining information about Accounts, Card Account and Cards by the use of ICT equipment under the terms and conditions set out in the Regulations on R-Online Business System and Regulations on Opening and Keeping Bank Accounts and Time Deposits at Raiffeisen Bank Polska S.A.
8. **Individual Cash Transaction Limit** - a daily limit defined by an Holder and specifying the number and amount in Polish zloty up to which Cash Withdrawal Card Transactions may be made.
9. **Individual Cashless Transaction Limit** - a daily limit defined by an Holder and specifying the number and amount in Polish zloty up to which Cashless Card Transactions may be made.
10. **Card** - a debit card issued to the User by the Bank at a request of the Holder.
11. **Specimen Signature Card (SSC)** a bank form where the Customer names persons authorised to use funds in the Accounts in accordance with an authorisation group, used to record specimen signatures of those persons.
12. **CVV2/CVC2 Code** - a three-digit code recorded on the card reverse, used to verify the Holder or User during the transaction without card (transactions made online, by phone, by post).
13. **MasterCard** - MasterCard Worldwide; an international payment organisation associating banks issuing payment cards with MasterCard and/or Maestro logo.
14. **PIN** - a confidential identification number assigned to a given Card and used for the electronic identification of the Card User during cash withdrawals at ATMs and Transactions made at outlets equipped with PIN verification terminals.
15. **Power of Attorney** - a document where the Holder names persons authorised to carry out activities referred to in the Power of Attorney, prepared in accordance with a form applicable at the Bank or in another form.
16. **Holder** - an entity which entered into the Agreement with the Bank.
17. **Banking Law** - the Act of 29 August 1997 – Banking Law (consolidated text in the Journal of Laws No. 2012.1376, as amended) or any other superseding act.
18. **Account** - a current or auxiliary account of the Holder kept

at the Bank and specified by the Holder in the Agreement.

19. **Card Type** - any type of cards offered by the Bank: Visa Business, MasterCard Business to the EUR account.
20. **R-Online Business** - the Internet Banking System for corporate customers of the Bank.
21. **Business Service Zone, BSZ** - the Bank's business unit dedicated to personalised business customer service provided by phone by a Bank employee or via an automated system.
22. **Table** - the Table of Fees and Commissions for Business Entities of Raiffeisen Bank Polska S.A., which is an integral part of the Agreement.
23. **Proximity Technology** - a technology allowing for Transactions by Proximity Cards; MasterCard PayPass or VISA payWave technology or any other technology that will replace it and operate under a different marketing name, but providing for the same functionality.
24. **Transaction** - any payment for goods and services, cash payment or withdrawal by the use of a Card.
25. **Table of Exchange Rates** - the statement of reference foreign exchange rates published on each Business Day at the latest by 9:00 on the Bank's website (under Foreign Exchange Rates and Quotations; section: Foreign Exchange Rates).
26. **Agreement** - a Card and Card Transaction Settlement Agreement.
27. **Account Agreement** - a bank account agreement, which the Agreement is an integral part of, between the Bank and the Holder, including these Rules, Application and Table.
28. **Payment Services Act** - the act of 19 August 2011 on payment services (Journal of Laws No. 2011.199.1175, as amended) or any other superseding act, including implementing regulations thereto.
29. **Card User** - a natural person fully capable of legal activities whose full name is recorded on the Card issued by the Bank at the Holder's request.
30. **VISA** - VISA Europe or VISA Inc., an international payment organisation associating banks issuing payment cards with VISA logo.
31. **Card Blocking** - temporary blocking of Card functions.
32. **Day Closure** - an IT process carried out by the Bank as at the end of each Business Day.
33. **Card Cancellation** - irrevocable blocking of Card functions.

§ 2.

General information

1. Cards are used to make cashless payments for goods and services and withdraw cash at points bearing the symbol of VISA or MasterCard within and outwith the Republic of Poland, as well as to make remote payments and Transactions via the Internet or by phone.
2. The Card is owned by the Bank and should be returned at the Bank's request.
3. The Holder or Card User may place orders related to Cards via R-online Business in accordance with the R-online Business Regulations.
4. The Bank charges fees and commissions specified in the Table for issuing, using and maintaining Cards issued to the Holder.
5. The Bank has the right to contact the Holder and/or User if necessary, in particular in the case of:
 - a) changes in Transaction Limits;
 - b) card Blocking or Card Cancellation;
 - c) making or an attempt to make a Card Transaction to confirm it.

II. Card issuing

§ 3.

Execution of the agreement

1. The Bank is deemed to enter into the Agreement with the Holder upon the submission of a signed and completed Agreement to the Bank and the Bank affixing signatures on

the Agreement. The Agreement date is deemed to be a date given therein.

2. The Holder may apply for several Cards to the same Account.
3. Cards are not issued to Accounts subject to:
 - a) a net balance service,
 - b) balance management as at the end of a day based on balance zeroing or surplus transfer,
 - c) balance management as at the end of a day based shortage completion if this is the main account.
4. The Card may be issued to the Card User being an adult person fully capable of legal activities.
5. New Cards may be ordered in place of cancelled Cards only on the basis of a written application or via the EACs, provided that the Bank makes such an option available.
6. The Card User may receive only one Card to one of the Holder's Accounts.
7. The Card is issued for a period specified on the Card. The Card expires on the last day of a month specified on the Card.
8. VISA Business Cards are issued only to PLN accounts.
9. MasterCard Business Cards to EUR accounts are issued only to EUR accounts.

§ 4. Agreement

1. The Bank reserves the right to verify data given in the Agreement and to refuse to issue a Card/enter into the Agreement without reason.
2. During the term of the Agreement, the Holder must immediately notify the Bank in writing of all changes in data given in the Agreement by the use of the EAC and/or in writing.
3. The Agreement is entered into for a limited period and remains in force for the period specified on the Card. The Agreement is deemed to be entered into at the Bank's registered office.
4. The evidence of the Agreement is a counterpart of the Agreement signed by the Bank and received by the Holder.
5. The counterpart of the Agreement for the Holder is sent by mail to a correspondence address specified in the Account Agreement or is delivered by hand.

§ 5. Card issuing

1. The Card is delivered to the User to the correspondence address specified in the Agreement.
2. The Card sent to the User is not active and may not be used to make Transactions.
3. Immediately upon the receipt of the Card, the User should activate the Card and assign a PIN by calling a telephone number specified on the Card or via the EAC.
4. In the Power of Attorney, the Holder may appoint a person authorised to:
 - a) activate and cancel Cards;
 - b) change and update personal and address data given in the Power of Attorney and/or Agreement;
 - c) order a Card in place of the cancelled Card.
5. In exceptional circumstances, the Card may be activated by a person appointed by the Holder in the Power of Attorney. In that case, a letter with the PIN is sent after activation made in accordance with § 5.7.
6. If the Card is not activated within 30 calendar days as of the Card sending date, the Card may be deemed to be cancelled.
7. If the Card is activated by the Proxy and/or on based on the User's telephone instruction, the Bank allows for PIN sending by mail. An envelope with the PIN is sent by separate ordinary mail to the address specified in the Agreement.
8. The User's third subsequent order of a PIN to be sent on paper will be considered by the Bank as an order to Cancel the Card.
9. If the envelope with the Card or PIN is found damaged, the Card User should contact the Bank immediately.
10. The PIN may be changed by the User into any new four-

digit PIN via the EAC. The PIN is changed immediately after change approval by the Bank.

§ 6. Specimen signature

1. Immediately upon the receipt of the Card, the User must sign the Card in a permanent way in the special place and the signature must comply with a specimen signature affixed on the Agreement.
2. The signature must fit the signature strip and allow for the unambiguous identification of the User
3. The User and Holder are responsible for consequences of not affixing the signature on the Card.
4. Despite of the absence of the signature on a Transaction slip or if the signature differs from the specimen signature referred to in Section 1 above, the Card User and the Holder are not exempted from liability for the Transaction made.

§ 7. Card renewal

1. Cards are renewed automatically for another period provided that they are not Blocked or Cancelled and they have been activated, unless the Holder submits a notice of resignation from Card renewal or further use to the Bank within 31 calendar days before the Card expiry date.
2. Otherwise, the Bank prepares the Card with a new expiry date and charges related fees.
3. The renewed Card is sent by regular mail to the User's address specified in the Agreement. The PIN to the renewed card does not change. The Card must be activated immediately upon receipt by phone at numbers specified on the Card or via the EAC.
4. The renewed cards are not active. The User may activate the renewed Card via the EAC or by making the following operations to be confirmed with the existing PIN:
 - a) Transactions at outlets equipped with PIN verification equipment bearing the logo of VISA or MasterCard;
 - b) Account balance verification at ATM;
 - c) Cash withdrawal from ATM.
5. The Bank reserves the right to change the PIN for the renewed Card, which it will communicate to the Holder or User.
6. The Card which expired should be immediately returned to the Bank or damaged permanently in a way not allowing for its further use (by physically damaging a microprocessor or magnetic strip) and for reading a Card number and data recorded in the magnetic strip.

III. Card use

§ 8. Using the Card

1. The Card may be used only by the Card User within the Card expiry date.
2. The Bank is not be liable for consequences of the Card being made available to third persons.
3. The Card should be used in accordance with:
 - a) these Rules;
 - b) regulations of the Polish law;
 - c) legal regulations applicable at the place where Transactions are made, in particular regulations on bans on purchases of defined goods or services.

§ 9. General rules for card use

1. The Card User may make transactions:
 - a) at branches of banks with VISA or MasterCard logo, depending on the Card Type;
 - b) at ATMs with VISA or MasterCard logo, depending on the Card Type;
 - c) at merchants with VISA or MasterCard logo, depending on

- the Card Type;
- d) at a distance in the form of post, telephone and online orders;
 - e) cash payments in PLN at ADMs by the use of Visa Business cards.
2. The list of available ADMs is available in the Business Service Zone, on the Bank's website and at the Bank's branches.
 3. The Card User should store Transaction slips and all other documents related to the Transaction for the purpose of documenting complaints, if any.
 4. The Bank reserves the right to contact the Holder or Card User if it is necessary to confirm the Transaction made or attempted. If a contact with the Holder or Card User is not possible, the Bank reserves the right to Block the Card. The Bank also reserves the right to Block the Card for security reasons, in particular if the Transaction is suspected to be made by an unauthorised person or Card data is suspected to be intercepted.
 5. The Bank may refuse to Authorise a payment Transaction if the Transaction is suspected to be ordered by an unauthorised person.

§ 10 Transaction authorisation

1. Card transactions are authorised by:
 - a) entering a PIN for cash withdrawals at ATM and in the case of Transactions made at outlets equipped with PIN verification equipment, or
 - b) showing a Card and the Card User signing the Transaction slip issued by the Merchant with the signature identical to the one on the Card, or
 - c) giving a Card number, expiry date and optionally CVV2/CVC2 code and a full name recorded on the Card for Transactions made by mail, phone or online, or
 - d) moving the Card closer to a proximity reader for Transactions of up to PLN 50 or an equivalent of this amount in EUR at Merchants supporting the Proximity Technology. For proximity transactions exceeding PLN 50, a PIN must be entered, provided that the Bank makes such functionality available for a given card, or
 - e) placing a VISA Business Card and confirming the Transaction in the ADM for cash payments.
2. If a wrong PIN is entered three times, the Card may be Blocked.
3. If the Transaction is accepted in the way described in Section 1 above, the Transaction is deemed to be irrevocable within the meaning of Art. 51 of the Payment Services Act.
4. Before the first Transaction in the Proximity Technology is made, at least one Transaction confirmed by a PIN at the Merchant must be made.
5. The Bank is not liable for any refusal of Card acceptance by the Merchant and any refusal of Transaction Authorisation if the refusal is based on reasons being beyond the Bank's control.

IV. Transaction limits

§ 11. Individual limits

1. Transactions are made by Card Users on the basis of funds available in the Account specified by the Holder in the Agreement subject to Individual Cash and Cashless Transaction Limits. Maximum Individual Cash and Cashless Transaction Limits are specified in the Table and Agreement. If the Transaction without the Bank's Authorisation is made, the Card Holder is responsible for the Transaction even if there are no sufficient funds in the Account or the Transaction exceeds the Individual Cash or Cashless Transaction Limit.
2. For serious reasons, the Bank reserves the right to change Individual Cash and Cashless Transaction Limits. The Bank will inform the Holders and Users about changes in a way provided for the communication of amendments to the Rules, as set out in §27.2.

3. In individual circumstances, the Bank may accept Individual Cash and Cashless Transaction Limits greater than those set out in the Table.
4. The Holder or the Car User authorised by the Holder may change Individual Cash and Cashless Transaction Limits via R-Online Business (based on a separate agreement). The maximum scope of changes is limited by maximum Cash and Cashless Transaction Limits given in the Table and Agreement.
5. A change in individual limits referred to in Section 4 above, if made on a Business Day before or at 15:30, becomes effective as of the following calendar day. A change ordered on a non-Business Day or on a Business Day after 15:30 is deemed to be filed before or at 15:30 of the following Business Day.

V. Settlements

§ 12. Conversion of transaction currency

1. Operations in currencies other than PLN are made by VISA Cards.
 - a) All settlements connected with VISA Business Card issuing and use are made in Polish zloty (PLN).
 - b) Transactions made in a currency for which the Bank publishes a reference exchange rate in the Table of Exchange Rates are converted into Polish zloty (PLN) at the first published sales rate specified in the Table of Exchange Rates applicable one Business Day before the Transaction is recognised in the books. The foreign exchange rate is increased by the Bank's commission of 3%.
 - c) Transactions made in a currency for which the Bank does not publish a reference exchange rate in the Table of Exchange Rates are converted into American dollar (USD) at a VISA exchange rate applicable one Business Day before the Transaction is recognised in the books. Then, they are converted into PLN at the first published USD sales rate applicable at the Bank one Business Day before the Transaction is recognised in the books increased by the Bank's commission of 3%.
 - d) Transactions made in Escudo of Cape Verde (CVE), Comoros franc (KMF), Central Africa franc (XAF), Guinea Bissau franc (XOF), New Caledonia franc (XPF) are converted into euro (EUR) at VISA exchange rate applicable one Business Day before the Transaction is recognised in the books. Then, they are converted into PLN at the first published EUR sales rate applicable at the Bank one Business Day before the Transaction is recognised in the books increased by the Bank's commission of 3%.
2. Operations in currencies other than PLN are made by MasterCard Cards.
 - a) All settlements connected with issuing and use of MasterCard Business Cards to the EUR account are made in euro (EUR).
 - b) Transactions made by the use of MasterCard Business Cards to EU account in currency other than PLN or EUR are converted into EUR at a MasterCard exchange rate applicable one day before the Transaction is recognised in the books.
 - c) Transactions made by the use of MasterCard Business Cards to EUR account made in PLN are converted by the Bank into EUR at the first published EUR buy rate applicable at the Bank one Business Day before the Transaction is recognised in the books.
3. The Bank has the right to update its reference exchange rates specified in the Table of Exchange Rates during a Business Day if the change of current buy or sales rates for a given currency by interbank market participants presented in the Reuters info service exceeds 0.10% as compared to the rates published as at fixing the previous reference exchange rate. The Bank immediately publishes updated list of reference exchange rates on its website.
4. Transactions at ADMs may be made only with VISA Business Cards and only in PLN.

§ 13. Transaction settlement

1. Card Transactions and fees and commissions payable to the Bank are settled by the way of debiting/crediting the Account specified in the Agreement.
2. A card payment transaction is debited to the account for which the Card is issued by the way of blocking a payment transaction amount in the account, including fees and commissions, or results in debiting the account with the payment transaction amount and fees and commissions. For payment Transactions which result in funds blocking, the blockade is released when the account is debited with the payment Transaction amount and fees and commissions.
3. If the Bank does not block funds in the account at an amount corresponding to the payment card transaction or blocks an insufficient amount or releases the blockade, the Customer must still maintain funds sufficient to settle all card transactions made by the Card User.
4. Payment Transactions at ADMS are accounted for on the same day, provided that they are made before the Day Closure. Any Transaction made after the Day Closure in the Bank's IT systems is accounted for on the following day.
5. The settlement of the Transaction by the Bank and Account debiting/crediting by the use of the Card are confirmed by a statement of the Account for which the Card was issued.

VI. Complaints

§ 14. General complaint principles

1. The Holder and Card User must check whether the evidence of Card Transactions complies with Account statements.
2. Rules for filing and handling complaints in connection with the performance of the Agreement are set forth in the Regulations on handling Corporate Customers' complaints at Raiffeisen Bank Polska S.A., which are published on the Bank's website and are available at Bank Branches.
3. The Card User should store Transaction slips and all other documents related to Card Transactions for the purpose of documenting complaints, if any.

§ 15. Resignation from goods and services bought

1. No resignation from goods or services paid by Cards releases the Holder or Card User from liability for the Transaction.
2. If the Merchant accepts any return of goods or any resignation from a service, the Card User must request an evidence of the crediting Transaction from the Merchant.
3. The Bank is not liable for any guarantee or warranty for defects in goods or services paid by Cards.

VII. Card protection and responsibilities

§ 16. Card protection

1. The Card User and Card Holder, as of the receipt of the Card, must take necessary measures to prevent the violation of individual Card security elements and in particular must:
 - a) store the Card and protect the PIN with due diligence;
 - b) not store the Card with the PIN;
 - c) immediately notify the Bank of any Card loss or damage;
 - d) not make the Card or PIN available to unauthorised persons;
 - e) use the Card in accordance with these Rules;
 - f) monitor Transactions made on an ongoing basis and report all unauthorised, failed or inadequately made transactions to the Bank.
 - g) monitor all unauthorised, failed or inadequately made transactions to the Bank.
2. The Card number may be made available to a third party only for the purpose of performing the Agreement, making the Transaction or reporting a Card loss.

§ 17. Card loss

1. If the Card is lost or stolen or Card data is stolen, the Holder or Card User must notify the Bank via the EAC.
2. The Holder or Card User should immediately report any Card loss or unintentional disclosure of the PIN or Card data to the Bank in order to cancel the Card:
 - a) via the EAC:
 - i. in CC or
 - ii. in the Business Service Zone or
 - iii. in R-Online Business.
 - b) personally:
 - i. at the Bank or
 - ii. at any other bank that accepts VISA or MasterCard Cards.
3. The Card reported as lost may not be used and, if found, must be immediately returned to the Bank or damaged permanently to prevent its further use.

§ 18. Card issuing in place of the cancelled card

1. After Card Cancellation, the Bank issues a new Card and charges relevant fees in accordance with the Table. The Card is issued on the basis of:
 - a) a written application filed by the Holder or
 - b) an order placed via the EAC by the Holder or a person appointed in the Power of Attorney.
2. If the Card is lost abroad, the Bank will enable to withdraw cash up to an amount of funds available in the Account, however not more than the equivalent of USD 5000 in a local currency, or will send a new Card abroad. In the case, the Account to which the Card was issued will be debited in accordance with the Table.

§ 19. Liability for Transactions

1. The Holder is liable for unauthorised Transactions up to the PLN equivalent of EUR 150 to be translated at a mid-point exchange rate published by the National Bank of Poland on the Transaction date, subject to Section 2.
2. The Bank is not liable for the following Transactions, whatever the amount:
 - a) Transactions made by the use of the Card or Card number by the Holder/Card User;
 - b) Transactions which had been made before the Card loss was reported through the Holder or Card User's intentional fault;
 - c) Transactions which were made as a result of any intentional violation or violation stemming from failure to act with due diligence of at least one of obligations set out in Art. 42 of the Payment Services Act, in particular if the Holder or Card User failed to fulfil the obligations set out in § 16 hereof;
 - d) Transactions which were confirmed with the correct PIN if the Holder or Card User failed to store the PIN with due diligence;
 - e) Transactions which had been made after the Card loss was reported through the Holder or Card User's intentional fault.

§ 20. Liability of the Bank

1. The Bank is not liable for any damage resulting from circumstances beyond the control of the Bank, and, in particular, any damage caused by:
 - a) Force Majeure, including, without limitation, strikes, natural disasters, riots, acts of war, or
 - b) a decision of public authorities, legislative act or implementing act, or
 - c) delay caused by failure of computer systems, supply systems, telecommunications connections, failure of mobile telephony network or delays due to telecommunications operations or operations of the post, or
 - d) interruptions of IT systems operations of the Bank due to the necessity to perform indispensable actions connected with their proper operation, improvement, maintenance, supply and security.
2. The Holder's claims to the Bank due to unauthorised, failed

or inadequately made Transactions expire six months after the Account debiting or a day on which the Transaction was to be made if the Holder failed to notify the Bank of such an event.

3. The Bank is not liable for failed or wrongly made Transactions arising from inadequate use of an ATM or ADM. The Bank's ADM user manual is available on the Bank's website.
4. For ADM payments, an ADM checks whether banknotes are authentic and returns banknotes that are found not to meet relevant conditions and then calculates a remaining payment amount. Banknotes not meeting relevant conditions are described in the ADM user manual, which is published on the Bank's website.

VIII. Additional services

§ 21. Additional services

1. For Cards, the Bank may offer additional services in the form of insurance packages or other services for Card Users. The type and scope of additional services is defined by the Bank.
2. Information about additional services referred to in Section 1 is made available in the EAC, at Bank Branches, in the Table and on the Bank's websites.
3. All Card User or Holder's claims against providers of additional services should be addressed directly to service providers.

IX. Termination of the Agreement

§ 22. Termination of the Agreement

1. The Holder may withdraw from the Agreement within 14 days of the receipt of the first Card, provided that no operations by the use of the Card were made. In that case, the Bank reimburses the Holder with all Card fees paid, if any, deducted by Card production costs.
2. The Holder or Bank may terminate the Agreement subject to one-month notice period. The one-month notice period commences on the day following the receipt of the notice by the Bank. The notice must be made in writing. The termination of the Account Agreement by the Bank is deemed to be tantamount to the termination of the Agreement.
3. The termination of the Account Agreement by the Holder is deemed to be tantamount to the termination of the Agreement.
4. The return of the Card with written information that the Holder resigns from the Card is deemed to be tantamount to the termination of a part of the Agreement related to the Card.
5. The notice is deemed to be delivered upon the expiry of 7 days of the registered mail posting to the latest address indicated to the Bank by the Holder, unless there is a debit balance in the Account. After the expiry of the 7-day period for the delivery of the notice, the Bank blocks Cards of the Holder whose Agreement is terminated.
6. If the Holder instructs to close the Account, all Cards issued to the Account may be immediately Cancelled.

§ 23. Violation of the Agreement and Rules

1. The Bank has the right to Cancel or Block the Card any time and request the Card to be returned and terminate the Agreement with immediate effect if:
 - a) the Holder or Card User violates the Rules;
 - b) funds in the Account are seized under debt collection proceedings;
 - c) there is any suspicion of unauthorised use of the Card or intentional unauthorised Transaction or unauthorised debit in the Account.
2. The Bank informs the Holder or Card User about Card

Blocking or Cancellation in writing, by phone, via the EAC, unless the provision of such information is unreasonable for security reasons or is forbidden based on separate regulations.

§ 24. Notice period

1. If the Agreement is terminated, the Holder must return all Cards to the Bank or damage all Cards in a permanent way to prevent their use.
2. During the notice period, the Account may be debited with Transactions, as well as fees, commissions and interest connected with Card issue and use. Despite of Card return or expiry, the Holder must still pay all amounts due under Transactions made by the use of the Cards, as well as fees, commissions and interest connected with Card issue and use to the Bank.
3. In the event of the termination of the Agreement by the Holder before Card expiry, the Holder does not have the right to claim Card issue fees charged by the Bank back.

X. Final provisions

§ 25. Amendments to the Rules and Table

1. Principles for providing and changing the Table are set out in the Regulations on Opening and Keeping Bank Accounts and Time Deposit Accounts, which forms an integral part of the Account Agreement.
2. The Bank reserves the right to amend the Rules and Table without amendment to the Agreement. The Bank will notify the Holder of amendments:
 - a) by the way of making the information available at the Bank Branches;
 - b) in a way used for sending statements or via available EACs under terms and conditions agreed in a separate agreement.
3. The information about amendments to the Rules and/or Table is deemed to be delivered 14 days of the information being sent to the latest address given by the Customer for the purpose of sending statements of Card Accounts and for Electronic Access Channels on the day the information is made available in the electronic banking system. In the case of an order being submitted as to the collection of statements by the Holder at the unit keeping the Account or electronically, any failure to collect the information after 14 days from the issuance of the statement to which it is enclosed is deemed by the parties as the information being delivered.
4. If the Holder submits a written statement of refusal to accept the amendments within 14 days of the delivery date, the Bank has the right to terminate the Agreement. If the Holder does not submit a written statement of refusal to accept the amendments within the above period, the amendments are deemed to be accepted by the Holder as of their effective date.
5. The Holder must make Card Users familiar with amendments to the Rules and Table.
6. The amendments to the Table and Rules resulting from the extension of the catalogue of products and the scope of services provided by the Bank do not need to be communicated to the Holder.

§ 26. Payment Services Act

1. Any disputes resulting from the Agreement will be resolved by the court having jurisdiction over the Bank.
2. All matters not provided for in these Rules are governed by the regulations of Polish law, in particular the Civil Code, Banking Law, Foreign Exchange Law, Payment Services Act and the Bank's rules, including the Regulations on Opening and Keeping Bank Accounts and Time Deposit Accounts, which constitute an integral part of the Agreement, subject to Section 3 of this paragraph.
3. The Parties exclude the application of the following

regulations as a whole:

- Section II of the Payment Services Act;
- Art. 34-37, Art. 45, Art. 46.2 - 46.5 and Art. 47-48 of the Payment Services Act;
- Chapter 4 of Section III of the Payment Services Act (except for Art. 59) with regard to payment transactions which are not referred to in Art. 53.1 of the Payment Services Act. For payment transactions made in one or more member states (within the meaning of the Payment Services Act), the deadline set out in Art. 54.1 of the Payment Services Act falls 4 Business Days of the receipt of the Customer's order by the Bank at the maximum.

§ 27.

Miscellaneous provisions

1. The Bank reserves the right to contact the Holder or Card Users by phone without notice.
2. The Bank reserves the right to record telephone calls with the Holder or Card User and store them on electronic information media.
3. Call recordings referred to in Section 2 may be used by the Bank for evidence purposes.
4. In case of any difference between the Polish and English version, the Polish version shall prevail.