

Rules for VISA BUSINESS Charge Cards of Bank BGŻ BNP Paribas S.A.

(refers to services provided by Raiffeisen Polbank as part of business activity taken over by Bank BGŻ BNP Paribas S.A.)

The rules for VISA BUSINESS Charge Cards, hereinafter referred to as the "Rules" were published by Bank BGŻ BNP Paribas S.A., with its registered office in Warsaw 01-211, ul. Kasprzaka 10/16, recorded in the National Court Register kept by the District Court for the capital city of Warsaw, 12th Commercial Division, under the number 11571, share capital of PLN 147 418 918.00, paid up, Taxpayer Identification Number (NIP) 526-10-08-546, based on Art. 109.1.4 of the Banking Law of 29 August 1997 (consolidated text in the Journal of Laws No. 2012.1376, as amended).

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I. Definitions

§ 1. Definitions

- 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.
- Merchant** - a company that entered into a payment card acceptance agreement with the Card Processor.
- Authorisation** - the Bank's consent to make Card Transactions.
- Bank** means Bank BGŻ BNP Paribas S.A.
- Settlement Cycle** - a month for which the Statement is delivered to the Holder.
- Call Centre** - the Bank's business unit providing customer service by phone by a Bank employee or an automated system.
- 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 Bank BGŻ BNP Paribas S.A.
- 3D Secure Password** – one-time password sent via SMS to the mobile phone number provided to the Bank by the Card Holder/Card User, enabling to make Card Transactions in the points of sale or service via Internet, requiring authorization with 3D Secure password.
- Card** - VISA BUSINESS Silver, Gold or Platinum Charge Card issued to the User at the Holder's request.
- 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.
- CVV2 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).
- Global Limit** - an amount defined by the Bank for the Holder under the Agreement up to which Transactions by the use of all Cards issued to the Holder may be made.
- Individual Limit** - a maximum amount up to which Transactions by the use of an individual Card may be made in the Settlement Cycle, as defined by the Card Holder in the Application.
- Transaction Limit** - a daily limit defined by the Holder and specifying the number and amount in Polish zloty up to which cash withdrawal or cashless Transactions may be made by the use of each Card.
- PIN** - a personal 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.
16. **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.
 17. **Card Holder** - an enterprise that keeps its current account with the Bank and entered into the Agreement with the Bank.
 18. **Account** - a current PLN account of the Holder specified by the Holder in the Application.
 19. **Card Account** - the Bank's PLN account used to account for domestic and foreign Card Transactions based on a Credit Limit, including fees, commissions and interest, if any.
 20. **Credit Regulations** - the Credit Services Regulations of Bank BGŻ BNP Paribas S.A., referring to services provided by Raiffeisen Polbank as part of business activity taken over by Bank BGŻ BNP Paribas S.A.
 21. **Account Regulations** - Regulations on Opening and Keeping Bank Accounts and Time Deposit Accounts of Bank BGŻ BNP Paribas S.A., referring to services provided by Raiffeisen Polbank as part of business activity taken over by Bank BGŻ BNP Paribas S.A.
 22. **R-Online Business** - the Internet Banking System for corporate customers of the Bank.
 23. **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.
 24. **Table** - the Table of Fees, Commissions and Interest Rates for VISA BUSINESS Charge Cards of Bank BGŻ BNP Paribas S.A.
 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. **Proximity Technology** - a technology allowing for Transactions by Proximity Cards; VISA payWave technology or any other technology that will replace it and operate under a different marketing name, but providing for the same functionality.
 27. **Transaction** - a cashless or cash card operation specified in the Statement which is deducted from the Global Limit or Individual Limit at the latest upon Transaction settlement by the Bank.
 28. **Agreement** - an agreement on VISA BUSINESS charge card and Card Transaction settlement between the Bank and Holder, including the Rules, Card Application, Appendixes and the Table, as an integral part thereof.
 29. **3D Secure Service** - Transactions authorisation with 3D Secure Password.
 30. **Acts** - commonly applicable legal regulations covering Cards, including in particular:
 - a) **Banking Law:** the Act of 29 August 1997 - Banking Law (consolidated text in the Journal of Laws No. 2012.1376, as amended);
 - b) **Foreign Exchange Law:** the act of 27 July 2002, Foreign Exchange Law (Journal of Laws No. 2002.141.1178);
 - c) **Payment Services Act:** the act of 19 August 2011. (Journal of Laws No. 2011.199.1175, as amended), or any other superseding acts and implementing regulations to the above acts.
 31. **Text Message Service** - a service provided by the Bank and consisting in sending a Text Message connected with the performance of the Agreement to the mobile telephone number of the Card User specified in the Agreement.
 32. **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.
 33. **VISA** - VISA Europe or VISA Inc., an international payment organisation associating banks issuing payment cards with VISA logo.
 34. **Application** - a Card application with attachments filed by the Holder on the Bank's standard form which is a part of this Agreement.
 35. **Card Account Statement** - a consolidated statement of Transactions and fees, interest and commissions, if any, for all Cards issued to the Card Account.
 36. **Card Statement** - a consolidated statement of Transactions and fees, interest and commissions, if any, for a given Card.
 37. **Card Blocking** - temporary blocking of Card functions.
 38. **Card Cancellation** - irrevocable blocking of Card functions.
 39. **Creditworthiness** - the Holder's capacity to repay debts under transactions made by the use of Cards issued to the Holder in accordance with terms and conditions set out in the Rules and Agreement, as identified by the Bank.

§ 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 within and out with the Republic of Poland, as well as to make remote Transactions via the Internet or by phone, etc.
2. The VISA BUSINESS Charge Card User may make transactions:
 - at branches of banks with VISA logo;
 - at ATMs with VISA logo;
 - at merchants with VISA logo; at a distance in the form of post, telephone and online orders.
3. The Bank offers three types of Cards: VISA Business Silver, VISA Business Gold and VISA Business Platinum.
4. A minimum individual limit for Cards is:
 - a) Visa Business Silver: PLN 500
 - b) VISA Business GOLD: PLN 10,000
 - c) VISA Business Platinum: PLN 25,000.
 The Bank may accept a smaller individual limit.
5. The Card is owned by the Bank and should be returned at the Bank's request.
6. The Bank charges fees and commissions specified in the Table for issuing, using and maintaining Cards issued to the Holder.
7. 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: Global and Individual Limits;

- b) Card Blocking or Card Cancellation;
 - c) Making or an attempt to make a Card Transaction to confirm the Card.
8. Card Transactions are accounted for in the Settlement Cycle.
 9. The Holder or Card User may place orders related to Cards and Card Transactions via R-online Business in accordance with the R-online Business Regulations.

II. Card issuing

§ 3.

Filing an application and entering into the Agreement

1. The Holder may receive any number of Cards provided that the Global Limit is fixed.
2. Cards are issued on the basis of the Holder's Application to be filed in duplicate with attachments. The Application must be signed only by persons authorised to make financial commitments on the Holder's behalf. The Holder may apply for a change in the Global Limit in writing.
3. The Holder's signature on the Application is a specimen signature to be used under the Agreement.
4. The Card User may receive only one Card of a given type (as referred to in § 2.3).
5. Cards are issued for the period specified on the card.
6. The Card may be issued to the Card User being an adult person fully capable of legal activities.
7. The Bank may enter into the Agreement with the Holder upon the submission of the complete Application together with all documents required by the Bank.
8. New Cards may be ordered by the Holder in place of cancelled Cards only on the basis of a written application or via the EAC, provided that the Bank makes such an option available.
9. 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.
10. The Bank is deemed to enter into the Agreement with the Holder upon the Agreement is signed for the Bank. The Agreement date is deemed to be a date given therein.
11. The evidence of the Agreement is a counterpart of the Agreement signed by the Bank and received by the Holder. It is sent by mail to the Holder's address specified in the Agreement or is delivered by hand.
12. The application with attachments, the Rules for VISA BUSINESS Charge Cards of Bank BGŽ BNP Paribas S.A., referring to services provided by Raiffeisen Polbank as part of business activity taken over by Bank BGŽ BNP Paribas S.A. and the Table form integral parts of the Agreement.
13. The Bank reserves the right to refuse to enter into or extend the Agreement without reason.
14. During the term of the Agreement, the Holder must notify the Bank of all changes in data given in the Application by the use of the EAC and/or in writing.

§ 4.

Global Limit

1. The Global Limit depends on the Holder's creditworthiness and the value of an agreed legal collateral.
2. The Bank reserves the right to define the amount and expiry date of the Global Limit on an exclusive basis. The Global Limit may be changed in cases set out in the Acts, Rules and Credit Regulations.
3. The Bank grants and extends the Global Limit provided that the Holder has appropriate creditworthiness and submits documents, information and statements necessary to assess the Holder's creditworthiness, as required by the Bank or by law, the Agreement, Rules and/or Credit Regulations.
4. The Bank will inform the Holder on a case-by-case basis about documents, information and statements that must be submitted to the Bank to obtain the Card.
5. Even if the Holder's creditworthiness is assessed positively, the Bank is not obliged to issue the Card. The Bank has the right to refuse to issue the Card without reason.
6. The Bank is not liable for costs incurred by the Holder in connection with the preparation and submission of the Card Application.
7. The Holder must enable the Bank and institutions indicated by the Bank to carry out activities connected with the assessment of the Holder's financial and economic standing.
8. If the Bank makes the issue of the Card dependent on the establishment of a legal collateral by the Holder, the Agreement may be entered into only after the Holder establishes the collateral. Terms and conditions for establishing collaterals will be agreed separately.

§ 5.

Amount of Global Limit

1. The Bank has the right to grant the Global Limit other than the one requested by the customer.
2. The Bank informs the customer about any change in the Global Limit on a case-by-case basis.

§ 6.

Withdrawal from the Agreement

1. The Holder has the right to withdraw from the Agreement within 14 days of the Agreement date provided that none of Users has made any Card Transaction. In the case of withdrawal, the Agreement expires.
2. To withdraw from the Agreement, the Holder must submit a written notice of withdrawal to the Bank.
3. In the event referred to in Section 1 above, the fee set out in § 25.2 is not refunded.

§ 7.

Card issuing

1. The Card is issued provided that:
 - a) an Account is opened and kept with the Bank for the whole term of the Agreement;
 - b) the Holder establishes collaterals set out in the Agreement (if applicable);
 - c) the Bank grants the Global Limit.

2. The Card is delivered to the User to the correspondence address specified in the Agreement.
3. The Card sent to the User is not active and may not be used to make Transactions.
4. Immediately upon the receipt of the Card, the User should activate the Card and assign a PIN by calling a telephone number(s) specified on the Card or via the EAC.
5. 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.
6. If the Card is activated by a person specified by the Holder in the Power of Attorney, a letter with the PIN is sent after activation made in accordance with Section 10.
7. The Bank allows for sending Pin by mail based on the User's specific telephone instruction. The PIN is sent in accordance with Section 10.
8. If the envelope with the Card or PIN is found damaged, the Card User should contact the Bank immediately.
9. The User's third subsequent order of a PIN will be considered by the Bank as an order to Cancel the Card.
10. In the cases referred to in Sections 6 and 7 above, the envelope with the PIN is sent separately to the address specified in the Application for the purpose of sending the card, statement and PIN.
11. The PIN may be changed by the User into any new fourdigit PIN via the EAC. The PIN is changed immediately after change approval by the Bank.

**§ 8.
Specimen signature**

1. Immediately upon the receipt of the Card, the User must sign the Card in a permanent way in the special place on the Card reverse.
2. The signature referred to in Section 1 must comply with the specimen signature affixed on the Application.
3. The signature referred to in Section 1 must fit the signature strip and allow for the unambiguous identification of the User. The Holder and Card User are fully liable for all consequences of the missing 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.

**§ 9.
Card renewal**

1. The Card is valid till the last day of a month recorded on the Card and no longer than till the expiry date of the Global Limit. Information about the expiry date of the Global Limit may be obtained from the Business Service Zone or Account Manager.
2. Card renewal means the automated extension of the Agreement for another period specified on the Card.
 3. Cards are renewed automatically provided that they are not Blocked or Cancelled, they have been

- activated, the Global Limit has been extended and, within 31 calendar days before the Card expiry date, the Holder neither notifies the Bank of his/her resignation from Card Renewal or further use nor terminates the Agreement with the valid Global Limit.
4. The Bank reserves the right to renew the Card whether the Global Limit is extended or not.
5. The Bank reserves the right not to renew the Card for the Holder without reason.
6. The renewed Card is issued with the latest PIN of the Card.
7. The User may activate the renewed Card 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;
 - b) The verification of funds available in the Card in an ATM;
 - c) Cash withdrawal from ATM.
8. The Bank reserves the right to change the PIN for the renewed Card, which it will communicate to the Holder or Card User.
9. If the Card User resigns from extending the Card, the Holder must notify the Bank at the latest within 31 days before the Card expiry date.
10. After the period referred to in Section 9, the Bank will charge a Card renewal fee.
11. The Holder must return the Card which expired to the Bank or damage it permanently in a way not allowing for its further use (by physically damaging a microprocessor and magnetic strip) and reading a Card number and data recorded in the magnetic strip.

III. Card use

**§ 10.
General principles and transaction authorisation**

1. The Card may be used only by a person whose full name is recorded on the Card.
2. The Card should be used in accordance with:
 - a) these Rules;
 - b) Polish legal regulations and acts, including the Payment Services Act;
 - c) legal regulations applicable at the place where Transactions are made, in particular regulations on bans on purchases of defined goods or services.
3. 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) moving the VISA Business Card closer to a proximity reader at Merchants supporting the Proximity Technology. For proximity transactions exceeding PLN 50, it may be necessary to enter a PIN, provided that the Bank makes such functionality available for a given card, or
 - c) 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
 - d) giving a full name, Card number, Card expiry date and optionally CVV2 code for Transactions made by mail, phone or online, or

- e) giving a Card number, Card expiry date and optionally CV2 code for Transactions made via Internet, when the receiver of the Card Transactions required authorisation by the 3D Secure Password.
- 4. If the Transaction is accepted in the way described in Section 3 above, the Transaction is deemed to be irrevocable within the meaning of Art. 51 of the Payment Services Act.
- 5. Before the first Transaction referred to in Section 3.b) above is made, at least one Transaction confirmed by the PIN at the Merchant must be made.
- 6. If a wrong PIN is entered three times on one day, the Card may be Blocked.
- 7. After providing 3D Secure Services by the Bank the Card Holder/Card User, before making the first Transaction requiring Authorization with the 3D Secure Password, may twice cancel the Authorization with the 3D Secure Password. In case of resignation from the Authorization with a 3D Secure Password, the Transaction Authorization shall take place in the mode specified in Section 1d of this paragraph. After twice giving up the Transaction Authorization with the 3D Secure Password, the Card Holder/Card User is obliged to authorize with the 3D Secure Password, otherwise the Bank refuse to make the Transaction.
- 8. To make Card payments, the Card User should check whether the Transaction amount is entered correctly before signing the Transaction slip or inputting the PIN.
- 9. Card Transactions are debited to the Card Account at an amount corresponding to the Transaction value and all commissions, fees (including fees for added services) and interest payable to the Bank. Card Transactions decrease the Global and Individual Limits.
- 10. During the Card Transaction, the Card User must present his/her identification document to the Merchant (a counterparty) if requested.
- 11. If the identification document referred to in Section 10 is not presented, the Transaction may be refused.
- 12. The Holder agrees that the User will update, via the EAC upon the identification of the User, the User's mobile telephone numbers given in the attachment to the Application/Agreement.
- 13. 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.
- 14. If the Transaction without the Bank's Authorisation is made, the Card Holder is responsible for the Transaction even if the Transaction exceeds the Global Limit, Individual Limit or daily transaction limits.
- 15. Three times providing incorrect 3D Secure Password may cause blocking the possibility of making payment transactions via Internet in points requiring additional verification with the 3D Secure Password.
- 16. The Bank may refuse to Authorise a payment Transaction if the Transaction is suspected to be ordered by an unauthorised person.
- 17. The Bank will inform the Card Holder about providing of 3D Secure Service via the EAC.

IV. Card limit

§ 11. Card limit

1. Transactions made by the use of all Cards issued at the Holder's request may be made up to the Global Limit assigned to the Holder, subject to Individual Limits and daily transaction limits given in Appendix No. 1 to the Card Agreement.
2. The Holder may apply for higher daily Limits than those assigned by the Bank. If higher limits are assigned, the Bank is not liable for Card Transactions.
3. If the Global or Individual Limit is exceeded as a result of a Transaction made by the use of any of the Cards, the Holder must immediately repay an amount by which the Global or Individual Limit is exceeded without further notice from the Bank.
4. If the Global or Individual Limit is exceeded or the amount by which the Global or Individual Limit is exceeded is not repaid, the Bank has the right to immediately Block all Cards issued to the Holder or to Cancel those Cards and terminate the Agreement.
5. The Bank reserves the right to change daily Transaction Limits given in Appendix No. 1 to the Card Agreement. The Bank will notify Holders and Users via the EAC and/or by publishing relevant information at Bank Branches.
6. The sum of individual Limits assigned to individual Cards may not exceed the Global Limit.
7. The Holder or a Card User authorised by the Holder may change Individual and Transaction Limits (cash and cashless) via the EAC (including R-online Business).
8. A change in Individual and Transaction Limits referred to in Section 7 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. Transaction settlement, repayment dates

§ 12. Transaction settlement

1. All settlements connected with Card issuing and use are made in Polish zloty (PLN).
2. Transactions made in a currency for which the Bank publishes an 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% or 2% for VISA Business Charge Platinum.
3. Transactions made in a currency for which the Bank does not publish an 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 and increased by the Bank's commission of 3% or 2% for VISA Business Charge Platinum 2%.

4. 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 and increased by the Bank's commission of 3% or 2% for VISA Business Charge Platinum 2%.
5. 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 the publication of the Table of Exchange Rates. The Bank immediately publishes the updated Table of Exchange Rates on its website.
6. After the end of each Settlement Cycle, the Bank makes the following documents available via R-online Business and/or sends them to the latest known correspondence address of:
 - a) the Holder: a Card Account Statement, including a statement of all Transactions made and settled in a given Settlement Cycle by the use of all Cards, including fees, commissions and interest charged;
 - b) User: a Card Statement, including a statement of all Transactions made and settled in a given Settlement Cycle by the use of the User's Card.
7. Operations not settled in a given Settlement Cycle are charged to the Global and Individual Limits in the Settlement Cycle in which they are settled.
7. The Holder must notify the Bank of not receiving the Statement within 14 days of the Statement date.
8. The Bank reserves the right to suspend the delivery and/or provision of the Card Account Statement and Card Statement in the even of a zero balance in the Card Account during the whole Settlement Cycle subject to the Statement.
9. The Holder authorises the Bank to make deductions, without prior notice and notwithstanding maturity dates, from:
 - a) all (e.g. current, time, on-demand) funds kept by the Holder with the Bank any time, or
 - b) other amounts payable by the Holder to the Bank, whatever a currency of the funds or debts.
10. The above deduction applies to all present or future liabilities of the Holder to the Bank.
11. The Holder authorises the Bank to block the withdrawal of all (e.g. current, time, on-demand) funds kept by the Holder with the Bank any time, whatever a currency of the funds or debts, till the final repayment of the matured debt to the Bank.
12. If the whole debt with interest is not repaid within the settlement due date for Transactions made in the last Settlement cycle, the Bank will block all Cards issued to the Holder with immediate effect.
13. If the whole debt with interest is not repaid till the last Business Day of the month following the last Settlement Cycle, the Bank will Cancel all Cards issued to the Holder, terminate the Agreement and take legal actions aimed at recovering amounts payable to the Bank.
14. The Bank reserves the right to treat Card Transactions made in particular at banks, post offices or other financial institutions as cash transactions.
15. If the debt remains unpaid after the termination of the Agreement, the Bank may charge penal interest at an amount specified in the Table.

§ 13.

Settlement of debt in the Card Account

1. The Holder irrevocably authorises the Bank to debit the Account specified in the Agreement with an amount of Transactions made by the use of all Holder's Cards and settled in a given Settlement Cycle, as well as with all fees (including fees for additional services), commissions and interest payable to the Bank. The authorisation is also valid for the settlement of blocked, cancelled, lost, stolen and expired Cards. If the amount is not repaid, the Bank has the right to Block or Cancel the Holder's Cards with immediate effect.
2. The Account is debited via the Card Account where all Transactions made in a given Settlement Cycle are recorded.
3. Interest payable to the Bank due to Transactions which were not paid on time, but were made in a given Settlement Cycle, is debited to the Holder's Account.
4. In its current Account, the Holder must provide funds sufficient to pay the Holder's liabilities to the Bank on a timely basis.
5. The Bank has the debt repaid by debiting the Holder's Account specified in the Application.
6. The Holder's obligation referred to in Section 4 above survives even if the Card Holder does not receive the Statement.

VI. Complaints

§ 14.

General complaint principles

1. The Holder and Card User must check whether the evidence of Card Transactions complies with Card Account Statements received after the end of the Settlement Cycle.
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 Bank BGŻ BNP Paribas 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.
4. No resignation from goods or services paid by Cards releases the Holder/Card User from liability for the Transaction.
5. 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. The Bank is not liable for any guarantee or warranty for defects in goods or services paid by Cards.

VII. Card protection and responsibilities

§ 15.

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 card account debiting made with regard to Transactions on an ongoing basis and report all unauthorised, failed or inadequately made transactions to the Bank;
 - g) protect the Card against mechanical damages and strong sources of magnetic and electromagnetic radiation.
2. The Card number may be made available to a third party only for the purpose of performing the Agreement, making the Transaction on a remote basis or reporting a Card loss.
3. 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 Cards.

§ 16.

Card blocking and cancellation

1. The Card Holder and/or User must Block or Cancel the Card via the EAC or in person if there exist any circumstances in which the Card may be used otherwise than in compliance with the Agreement or these Rules.
2. The Card Holder and/or User must present the Bank, at request, with explanations on circumstances leading to Card blocking or cancellation.
3. If the Card is cancelled in accordance with Section 1 above, it may not be used and, if found, must be immediately returned to the Bank or damaged permanently to prevent its further use.
4. 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. If it is not possible to confirm the Transaction with the Holder or Card User, the Bank reserves the right to Block the Card.

§ 17.

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.

§ 18.

Liability for Transactions

1. The Card Holder is fully liable for consequences of the Card being made available to third persons.
2. 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 3.
3. 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 § 15.1 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.

§ 19.

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, a statutory 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.

VIII. Additional services

§ 20.

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. The Holder may take advantage of additional services based on a written order. Fees for additional services are set out in the Table.
2. Information about additional services referred to in Section 1 is made available via 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.
4. The Bank makes a text message service available to the Card User if the Card Holder orders such a service by specifying the Card User's telephone number for text message purposes in the Agreement.
5. The text message service is provided only to telephone numbers registered in Poland.
6. The scope of information sent to the Holder or Card User by text messages comprises of the notice of Transaction Authorisation and includes the information about: four last digits of a card number, a name of a merchant, a city where a given merchant is located, an amount and currency of the transaction, and a country where the transaction is made.
7. The Bank has the right to stop providing text message services if related fees, as specified in the Table, are not paid.
8. The Bank has the right to change the scope of information to be provided by text messages. The Bank will inform the Holder about the existing scope of information via the EAC.

IX. Termination of the Agreement

§ 21.

Termination of the Agreement

1. The Holder may terminate the Agreement subject to one-month notice period. The notice must be made in writing. The period of notice is counted from the submission of the written notice to the Bank. The return of the Card with written information that the Holder resigns from the Card is deemed to be tantamount to the amendment of a part of the Agreement related to the Card.
 2. 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 and immediately repay all amounts payable to the Bank under the Transactions made by the use of those Cards, including fees, commissions and interest connected with Card issue and use.
 3. The Bank may terminate the Agreement fully or partially subject to a one-month notice period or, if the Bank finds that there is a risk that the Card Holder will go bankrupt, subject to a 7-day notice period, counting from the submission of the notice of termination. The Card Holder must repay the debt together with interest and all other amounts payable to the Bank under the Agreement at the latest on the last Business Day upon the expiry of the notice period. The Bank must send the notice to the Customer by registered mail to the latest known address of the Customer.
4. The Bank may block the Holder's Cards 7 days after the notice sending date. The Card User loses the right to use the Card as of the termination of the Agreement before the expiry of the term of the Card Limit.
 5. The Parties agree that the notice delivery date is deemed to be a date of the first advice of registered mail which was not delivered, but was sent to the latest Card Holder's address known to the Bank or an address disclosed in the register of companies.
 6. The Bank has the right to Cancel or Block the Card upon the receipt of the notice, which must be communicated to the Customer via the EAC.
 7. In the event of failure to repay a debt within the notice period, the debt is deemed to be overdue and the Bank will charge interest on the overdue debt in accordance with its Credit Regulations.
 8. If the Agreement is terminated, the Bank has the right, on the day following the expiry of the notice period, to offset its receivables against all accounts of the Customer maintained by the Bank, including time deposits, irrespective of their agreed maintenance periods, except receivables repossessed through the debt collection procedure.
 9. In the event of the termination of the Agreement by the Holder before the Card expiry, the Holder does not have the right to claim Card issue fees charged by the Bank back.
 10. Despite of the termination of the Agreement and the return or expiry of the Card, 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.
 11. The Bank has the right to debit the Customer's Accounts kept with the Bank, including time deposits, with Transactions settled after the expiry of the notice period if all other Accounts have not been closed.
 12. The Card Account will be closed by the Bank unless it contains blockades for Transactions to be settled.
 13. The termination of an agreement based on which the Account is kept by the Holder is deemed to be tantamount to the termination of the Agreement subject to the notice period specified in the notice or set out by the Account Regulations.

§ 22.

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 these Rules or the Credit Regulations;
 - 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 exceeding of the Global Limit assigned to 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.
3. The Agreement may be terminated with immediate effect if:
 - a) the debt is not repaid within a time limit and at an amount specified in the Statement;
 - b) untrue information is given when the Agreement is entered into.

**§ 23.
Release of collaterals**

A collateral for the repayment of amounts due will be released, if any, at the latest 60 days after the end of the Settlement Cycle during which the Card is returned, cancelled or expired provided that the Holder pays all amounts due to the Bank.

X. Miscellaneous provisions

**§ 24.
Fees and Commissions**

1. The Bank charges fees, commissions and interest on Card issue and use to the extent and at amounts specified in the Table, which is made available at the Bank's business units.
2. The fee on Card issue and limit is debited to the Card Account immediately upon the Bank's positive decision on granting the Global Limit and issuing the Card.
3. The Bank reserves the right to change fees and commissions specified in the Table in the following circumstances:
 - a) a change of a consumer price index published every month by the Chairman of the Polish Statistical Office in the official journal of the Polish Statistical Office, or
 - b) a change in an intervention rate of the National Bank of Poland for PLN or a lombard loan for PLN, or
 - c) an improvement in the quality of services offered by the Bank or introduction of new services, or
 - d) offer extension or adjustment to competitive offers, or
 - e) an increase in costs of service of the Card due to changes of prices of energy, telecommunications connections, postal services, interbank settlements, changes in fees incurred in relation to the performance of the Agreement through companies cooperating with the Bank, including VISA, First Data Polska S.A., and due to the introduction of new legal regulations.

**§ 25.
Amendments to the Rules and Table**

1. 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.
2. The information about amendments to the Rules and/or Table is deemed to be delivered and accepted by the Holder 14 days of the information being sent to the latest address given by the Holder for the purpose of sending statements of the Card Account. 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.
3. If the Holder submits a written statement of refusal to accept the amendments within 14 days of the sending 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.
4. The Holder must make Card Users familiar with amendments to the Rules and Table.
5. 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.
Miscellaneous provisions**

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 Account Regulations and Credit Regulations, which constitute an integral part of the Agreement, subject to Section 3.
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.