

Regulations for Cash Services

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1. What will you find in these Regulations?

Article 1

These Regulations for Cash Services ("Regulations") set out the rules for using cash services by mBank's clients.

Article 2

Definitions of terms often used in these Regulations:

1. administrator	a representative of the client in accordance with the general rules of the client's representation or with the powers of attorney submitted to mBank, who administers the mobile deposit app,
2. app	the mobile deposit app for clients supported by iOS and Android,
3. assistance of a transport guard	presence of a transport guard during second line maintenance (SLM),
4. mBank	mBank S.A. with its registered office in Warsaw, ul. Prosta 18, entered into the register of enterprises of the National Court Register by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under KRS no. 0000025237, holder of tax identification number NIP 526-021-50-88, with its fully paid-up share capital in the amount of PLN 169,860,668 as at 1 January 2024,
5. bank deposit slip	a document used by the client to make a closed cash deposit; it should contain the following elements: the amount of the deposit in digits and words; the currency of the deposit; the client's name and address; the account number to which the deposit is made; the reference of the deposit; the depositor's details; cash bundle(s) ID; and the depositor's signature. The template bank deposit slip is available at https://companynet.mbank.pl/mt/ ,
6. value date	a point in time when mBank starts or stops calculating interest on funds debited from or credited to the client's account (in accordance with Article 2 (4) of the Act of 19 August 2011 on Payment Services, as amended),
7. cash collection slip	a printout from a client-operated cash deposit machine (its template is presented in Appendix No. 1), which confirms the collection of cash from the client-operated cash deposit machine by a transport guard,
8. withdrawal instruction	an application of the client for a closed withdrawal,
9. bank holiday	Saturdays, Sundays and public holidays set in law,
10. cash-in-transit company	a company named in the statement providing the service of transporting monetary values,
11. activation schedule	dates on which the manufacturer activates client-operated cash deposit machines as agreed in the lease agreement or in the purchase agreement (its template is appended to the application),
12. Help Line	a hotline available Monday to Friday (except for bank holidays) from 9.00 a.m. to 5 p.m. provided by the manufacturer, where is it possible to: 1/ receive technical support, 2/ obtain information about the use of client-operated cash deposit machines, and 3/ register an SLM ticket. The Help Line number is provided in the agreement with a subcontractor,
13. night safe manual	a manual containing detailed rules for using a night safe at a given branch or in a sorting facility,
14. client's organisational units	branches or local offices of the client to which the bank provides services defined in the agreement,
15. cassette	a container into which money may be inserted, to be placed in or removed from a client-operated cash deposit machine by a transport guard,
16. client	a. a sole proprietor, b. a legal person and an organisational unit without legal personality, provided that it has general legal capacity, which concluded the agreement with mBank,
17. app activation code	a one-time code used to log in to the mobile app for the first time,
18. QR code	an alphanumeric, two-dimensional, matrix, square graphic code,
19. limit	the degree to which cassettes in a client-operated cash deposit machine are filled with cash expressed in percentage terms. As at the date of signing the application, the limit is set at 80% for all client-operated cash deposit machines, unless the parties agree otherwise,
20. PP location / cash processing centre	a location designated by Poczta Polska (PP) where cash bundles are accepted, stored and counted and where booking activities are performed,
21. branch	a corporate branch of mBank,
22. authorised person	an individual designated by the client who makes open or closed cash deposits on the client's behalf,

23. cash bundle	a closed packaging (containing cash) in the form of a tamper-evident envelope, a cassette or another packaging which cannot be opened without evidence of tampering, with a relevant test report issued by the Institute of Precision Mechanics (Instytut Mechaniki Precyzyjnej) or another certifying unit accredited by the Polish Centre for Accreditation (Polskie Centrum Akredytacji), or for which a statement was submitted to confirm that a test report (whose contents must be approved by us) has been issued for the given cash bundle,
24. Poczta Polska	Poczta Polska Spółka Akcyjna with its registered office in Warsaw,
25. manufacturer	specialised entities with technical facilities and knowledge necessary to activate a client-operated cash deposit machine and the app, indicated by mBank based on a signed outsourcing agreement as entities providing, installing and activating client-operated cash deposit machines and the app and providing the manufacturer's maintenance service for client-operated cash deposit machines,
26. mismatch report	a document generated and signed by a sorting facility or Poczta Polska to confirm a mismatch (cash shortfall/surplus or identification of a counterfeit banknote) in a cash bundle,
27. account	every opened current or auxiliary account in PLN,
28. withdrawal account	a current or auxiliary account of the client maintained with mBank and provided in the application. mBank charges closed withdrawals to the withdrawal account. The account is maintained in accordance with the agreement and the regulations governing the agreement,
29. Regulations	Regulations for Cash Services,
30. first line maintenance (FLM)	basic maintenance and service work on client-operated cash deposit machines such as refilling paper in printers, clearing paper and banknote jams and other work carried out without specialist knowledge, tools and spare parts. The work is performed directly by an employee of a given organisational unit of the client without any involvement of the manufacturer or a transport guard,
31. manufacturer's maintenance	maintenance services provided by the manufacturer, including SLM and the Help Line, defined in detail in the lease agreement or in the purchase agreement,
32. second line maintenance (SLM)	1/ diagnostics, 2/ problem fixing, 3/ periodic preventive maintenance of client-operated cash deposit machines, or 4/ app updates, performed on client-operated cash deposit machines exclusively by trained technical staff of the manufacturer in the case of hardware or software problems, with the use of tools, spare parts and specialist knowledge. SLM performed by the manufacturer with or without the assistance of a transport guard is described in detail in the lease agreement or in the purchase agreement,
33. sorting facility	an entity which signed an agreement on substitute cash service with mBank,
34. mobile phone / mobile device	a device based on mobile telephony that allows for processing, receiving and sending data,
35. Tariff of Banking Fees and Commissions	Tariff of Banking Fees and Commissions of mBank S.A. for SME and Corporates,
36. agreement	integrated bank account agreement,
37. service agreement	1/ Agreement on Closed Cash Deposits on the Client's Premises, 2/ Agreement on Closed Cash Deposits on the Client's Premises with the online deposit option, 3/ Agreement on Closed Cash Deposits and Withdrawals on the Client's Premises, 4/ Agreement on Closed Cash Deposits and Withdrawals on the Client's Premises with the online deposit option, 5/ Agreement on Cash Deposits at Client-Operated Cash Deposit Machines, 6/ Agreement on the Acceptance of Cash Deposits through the Agency of Poczta Polska under the Open Postal Cash Deposit Service, 7/ Agreement on the Acceptance of Cash Deposits through the Agency of Poczta Polska under the Closed Postal Cash Deposit Service, 8/ Agreement on Closed Cash Withdrawals on the Client's Premises,
38. lease agreement or purchase agreement	an agreement between the client and the manufacturer, which specifies: 1/ number and type of client-operated cash deposit machines and their specification, 2/ client-operated cash deposit machine activation schedule, 3/ scope of maintenance work, and 4/ other rights and obligations of the client and the manufacturer enabling the provision of the service,
39. cash deposit machine	a cash deposit machine / a recycler freestanding or located in a branch or a retail outlet of mBank, owned by Planet Cash network, in which individual deposits can be made,

40. service	1/	closed deposits made by the client personally or by an authorised person in a sorting facility,
	2/	closed deposits made in a sorting facility through the agency of a cash-in-transit company indicated by the client,
	3/	closed deposits made with the use of a night safe,
	4/	open or closed deposits made at mBank's cash desks by the client personally,
	5/	open deposits made at mBank's cash desks by the authorised person designated by the client,
	6/	closed deposits with a bank-ordered cash-in-transit service,
	7/	deposits made with the use of the mobile deposit service,
	8/	deposits at client-operated cash deposit machines,
	9/	open postal deposits,
	10/	closed postal deposits,
	11/	closed withdrawals made by the client personally or by an authorised person in a sorting facility,
	12/	closed withdrawals made in a sorting facility through the agency of a cash-in-transit company indicated by the client,
	13/	open or closed withdrawals made at mBank's cash desks by the client personally,
	14/	closed withdrawals with a bank-ordered cash-in-transit service,
41. mobile deposit service	a service enabling the client to deposit cash in a machine with the use of the app,	
42. Payment Services Act	the Act of 19 August 2011 on Payment Services, as amended,	
43. takings	cash in banknotes or coins in the amount specified on the deposit slip and on the packaging of a cash bundle,	
44. user	an employee of the client authorised to use mobile deposits and deposit cash in machines,	
45. application	an application for cash services,	
46. application for cancellation	an application for cancellation of cash services,	
47. client-operated cash deposit machine	a machine purchased from its manufacturer by the client together with the necessary components and the app approved by mBank, which allows for depositing banknotes, but not coins,	
48. closed deposits	the client's own closed cash deposits made to the client's deposit account,	
49. night safe	a device or room used to accept cash bundles and store them temporarily,	
50. list of locations of mBank's client	an application form of the client (its template is appended to the application) which is an integral part of the application,	
51. closed withdrawals	the client's own closed withdrawals made from the client's bank account.	

Rules for clients using our cash services

Article 3

- We provide services to the client based on the agreement signed between the client and the bank.
- The client uses our services based on the application for cash services submitted:
 - via mBank CompanyNet,
 - at a branch of the bank.
- The services are available to clients who have an active agreement with the bank and hold at least one bank account with the bank:
 - which is not overdrawn,
 - which is not subject to any freeze, assignment, enforcement seizure or sanctions,
 - whose agreement has not been terminated.

Article 4

- In order to change the data provided in the application, the client must submit another application.
- In order to change the data provided in appendices to the application, the client must submit new appendices.

Article 5

- In order to change the service agreement, the client must submit an application. The service agreement is terminated and superseded by the application.
- Where the service agreement is superseded by the application, these Regulations are the binding document.

Article 6

- Under these Regulations the client can use the following services:
 - closed deposits made by the client personally or by authorised persons in a sorting facility,
 - closed deposits made in a sorting facility by the cash-in-transit company indicated by the client,
 - closed deposits made with the use of a night safe,
 - open or closed deposits made at mBank's cash desks by the client personally,
 - open deposits made at mBank's cash desks by authorised persons designated by the client,
 - closed deposits with a bank-ordered cash-in-transit service,
 - deposits made with the use of the mobile deposit service,
 - deposits at client-operated cash deposit machines,
 - open postal deposits,
 - closed postal deposits,
 - closed withdrawals made by the client personally or by authorised persons in a sorting facility,
 - closed withdrawals made by the cash-in-transit service indicated by the client in a sorting facility,
 - open or closed withdrawals made at mBank's cash desks by the client personally,

- 14/ closed withdrawals with a bank-ordered cash-in-transit service.
2. If the client wishes to use the services referred to in Article 6 (1), they must submit the application for cash services.
3. If the client wishes to use the services referred to in Article 6 (1) (2) or (12), they must additionally sign a separate cash transit agreement with a cash-in-transit company.

Article 7

1. We charge the following fees and commissions for our services:
 - 1/ after every executed transaction, subject to Article 7 (2),
 - 2/ in the case of cash transits and collective fees – at the beginning of the next month,
 - 3/ from the account in which a given service was executed,
 - 4/ as per the Tariff of Banking Fees and Commissions and/or the application. We add the goods and services tax to fees and commissions in accordance with the applicable laws.
2. We charge fees and commissions otherwise as/if specified in the application.

2. Closed deposits made by the client personally / by an authorised person in a sorting facility

Article 8

1. We are authorised by the client and undertake to do the following through the agency of a sorting facility:
 - 1/ accept closed deposits,
 - 2/ count closed deposits, and
 - 3/ credit the closed deposit account in the client's absence.
2. If deposits are to be made by authorised persons, the client must provide us with a list of authorised persons before we provide the service (its template is presented in Appendix No. 2).
3. The client provides the list of authorised persons via mBank CompanyNet.
4. A list of authorised persons:
 - 1/ does not have to be signed/initialled,
 - 2/ provided via mBank CompanyNet before 3:30 p.m. – will apply from the next day; provided after 3:30 p.m. – will apply two days after the day of its provision,
 - 3/ is valid by the date set by the client; however the list cannot be backdated,
 - 4/ must be legible and contain specimen signatures of the authorised persons,
 - 5/ must not contain blank pages.

Article 9

1. Every cash bundle should include a bank deposit slip.
2. The client puts the original deposit slip and one copy thereof inside a cash bundle. In addition, the client puts another copy of the bank deposit slip in a regular envelope and seals it. The client attaches the sealed envelope to the cash bundle.
3. If the amount on the deposit slip expressed in digits differs from the amount expressed in words, the amount expressed in words is deemed to be binding.

Article 10

1. The client undertakes to observe the bank's rules on counting, packing and labelling the packaging of closed deposits.
2. Cash should be carefully packed, adequately labelled and secured in a way that makes it impossible to open its packaging without evidence of tampering.
3. Cash should be sorted, organised and labelled. This means that:

- 1/ banknotes must not:
 - a/ be worn out,
 - b/ be damaged,
 - c/ have indecipherable numbers or series numbers.

The principles and procedure for exchanging worn out or damaged banknotes are laid down in Regulation No. 31/2013 of the President of the National Bank of Poland of 17 December 2013 on Detailed Principles and Procedure for Exchanging Banknotes and Coins which Cease to Be Legal Tender in the Republic of Poland as a Result of Wear or Damage (Official Journal of the NBP of 2022, item 23, as amended),

- 2/ banknotes should be banded into complete bundles of 100 notes of one face value each.

The following information should be provided on the band:

- a/ deposit date,
- b/ number of banknotes,
- c/ face value,
- d/ counted amount, and
- e/ legible signature of the person who prepared the bundle,

- 3/ coins packed into rolls or bags cannot be damaged, mutilated, corroded or worn out. The following information should be provided on the label of a bag or roll:

- a/ deposit date,
- b/ number of coins,
- c/ face value,
- d/ counted amount, and
- e/ legible signature of the person who prepared the bag or roll.

4. We can charge an additional fee for accepting a cash bundle as per the Tariff of Banking Fees and Commissions. This is the case where the client fails to observe the rules on counting, packing and labelling the packaging of cash bundles set out in the Regulations.
5. Closed deposits can be submitted in cash bundles other than mBank-issued cash bundles. In order to use such a cash bundle, the client must provide us with the following before making a deposit:
 - 1/ test report prepared by the Institute of Precision Mechanics or another certifying unit accredited by the Polish Centre for Accreditation, or
 - 2/ statement confirming that a test report (whose contents must be approved by us) has been issued for the given cash bundle.

Article 11

1. If the client enters an account number other than the deposit account number on the bank deposit slip, we have the right to book the amount of the closed deposit in the deposit account.

2. If there is a mismatch between the declared amount and the counted amount, the sorting facility will draw up a mismatch report (its template is presented in Appendix No. 3) based on which we will book the payment in the account.
3. If the amount declared on the bank deposit slip is credited to the deposit account, we will book the difference in the client's account based on the mismatch report. We will do so within two business days from the day on which we receive the mismatch report from the sorting facility.
4. The mismatch report will be available in mBank CompanyNet.
5. If funds in the client's account are insufficient to cover the payment, we will charge the payment to other accounts of the client maintained with the bank. We need no separate instruction to do so. We will convert funds deposited in such accounts, if necessary, in accordance with the rules applicable at the bank and at the exchange rates available on the bank's website at the time of the conversion.

Article 12

The closed deposit amount declared on the deposit slip is credited to the client's bank account maintained with the bank not later than on the next business day after the amount is deposited with a sorting facility, with a booking date being the value date. The funds are made available to the client on 10:00 a.m. on the next business day.

3. Closed deposits made through the agency of the cash-in-transit company indicated by the client in a sorting facility

Article 13

1. The client uses the closed deposit service through the agency of the cash-in-transit company indicated in the application for cash services.
2. Through the agency of the cash-in-transit company the client can deliver cash bundles to a sorting facility or insert them to a night safe in a sorting facility.
3. We are authorised by the client and undertake to do the following through the agency of a sorting facility: accept and count closed deposits and credit the closed deposit account in the client's absence.
4. Before we provide the service, the client must provide us with a list of transport guards (its template is presented in Appendix No. 4) via mBank CompanyNet.
5. A list of transport guards:
 - 1/ does not have to be signed,
 - 2/ provided via mBank CompanyNet before 3:30 p.m. – will apply from the next day; provided after 3:30 p.m. – will apply two days after the day of its provision,
 - 3/ is valid by the date set by the client; however the list cannot be backdated,
 - 4/ must be legible and contain specimen signatures and good-quality photos of transport guards,
 - 5/ must not contain blank pages.
6. The responsibility for the contents and accuracy of the list rests with the client.
7. After the list is entered or rejected, its status can be viewed by the client in mBank CompanyNet.

Article 14

1. Every cash bundle should include a bank deposit slip.
2. The client puts the original deposit slip and one copy thereof inside a closed cash bundle. Additionally, the client places one copy of the bank deposit slip in a regular envelope. The client attaches the sealed envelope to the cash bundle.
3. If the amount on the deposit slip expressed in digits differs from the amount expressed in words, the amount expressed in words is deemed to be binding.

Article 15

1. The client undertakes to observe the bank's rules on counting, packing and labelling the packaging of closed deposits.
2. Cash should be carefully packed, adequately labelled and secured in a way that makes it impossible to open its packaging without evidence of tampering.
3. Cash should be sorted, organised and labelled. This means that:
 - 1/ banknotes must not:
 - a/ be worn out,
 - b/ be damaged,
 - c/ have indecipherable numbers or series numbers.

The principles and procedure for exchanging worn out or damaged banknotes are laid down in Regulation No. 31/2013 of the President of the National Bank of Poland of 17 December 2013 on Detailed Principles and Procedure for Exchanging Banknotes and Coins which Cease to Be Legal Tender in the Republic of Poland as a Result of Wear of Damage (Official Journal of the NBP of 2022, item 23, as amended),

- 2/ banknotes should be banded into complete bundles of 100 notes of one face value each. The following information should be provided on the band:
 - a/ deposit date,
 - b/ number of coins,
 - c/ face value,
 - d/ counted amount, and
 - e/ legible signature of the person who prepared the bundle,
- 3/ coins packed into rolls or bags cannot be damaged, mutilated, corroded or worn out. The following information should be provided on the label of a bag or roll:
 - a/ deposit date,
 - b/ number of coins,
 - c/ face value,
 - d/ counted amount, and
 - e/ legible signature of the person who prepared the bag or roll.
4. We can charge an additional fee for accepting a cash bundle as per the Tariff of Banking Fees and Commissions. This is the case where the client fails to observe the rules on counting, packing and labelling the packaging of cash bundles set out in the Regulations.
5. Closed deposits can be submitted in cash bundles other than mBank-issued cash bundles. In order to use such a bundle, the client must provide us with the following before making a deposit:
 - 1/ test report prepared by the Institute of Precision Mechanics or another certifying unit accredited by the Polish Centre for Accreditation, or
 - 2/ statement confirming that a test report (whose contents must be approved by us) has been issued for the given cash bundle.

Article 16

1. If the client enters an account number other than the deposit account on the deposit slip, we will book the amount of the closed deposit in the deposit account.
2. If there is a mismatch between the declared amount and the counted amount, the sorting facility will draw up a mismatch report (its template is presented in Appendix No. 3). We will book the closed deposit on the basis of this document.
3. If the amount declared on the bank deposit slip is credited to the deposit account, we will book the difference in the client's account based on the mismatch report. We will do it within two business days from the receipt of the mismatch report from the sorting facility.
4. The mismatch deposit will be available in mBank CompanyNet.
5. If funds in the client's account are insufficient to cover the payment, we will charge the payment to other accounts of the client maintained with the bank. No separate instruction is required. We will convert funds deposited in such accounts, if necessary, in accordance with the rules applicable at the bank and at the exchange rates prevailing on the conversion date.

Article 17

The closed deposit amount declared on the deposit slip is credited to the client's bank account maintained with mBank not later than on the next business day after the amount is deposited with a sorting facility, with a booking date being the value date. The funds are made available to the client from 10.00 a.m. on the next business day.

Article 18

Through the agency of a cash-in-transit company the client may deliver cash bundles to a sorting facility or insert them to a night safe in a sorting facility.

4. Closed deposits made with the use of a night safe

Article 19

1. The client makes closed deposits in a night safe based on a submitted application for cash services.
2. The client may make closed deposits in a night safe in person, through an authorised person or a cash-in-transit company.
3. We are authorised by the client and undertake to do the following through the agency of a sorting facility: accept, count and credit the closed deposit account in the client's absence.
4. Upon filing an application, the client receives the night safe manual they are obliged to follow.
5. If deposits are to be made by a cash-in-transit company, the client must provide us with a list of transport guards before we provide the service (its template is presented in Appendix No. 4).
6. The client provides the list via mBank CompanyNet.
7. A list of transport guards:
 - 1/ does not have to be signed,
 - 2/ provided via mBank CompanyNet before 3.30 p.m. – will apply from the next day; provided after 3.30 p.m. – will apply two days after the day of its provision;
 - 3/ is valid by the date set by the client; however, the list cannot be backdated,
 - 4/ must be legible and contain specimen signatures of the transport guards and their good-quality pictures,
 - 5/ must not have blank pages between the attached pages.
8. The responsibility for the contents and accuracy of the list rests with the client.

Article 20

1. Once the client receives information about the application being accepted, they have seven business days to collect access cards/devices to a night safe.
2. Should a need arise to reissue access cards/devices to a night safe, the client notifies the bank of the fact via mCN, indicating the person authorised to collect access cards/devices to the night safe and the address of the night safe. The client has seven business days to collect access cards/devices to a night safe.
3. We charge the fee for the issue/reissue of access cards/devices to a night safe once the client submits an application or notification via mCN.
4. If the client uses a night safe inappropriately, loses or damages the key, magnetic card, cassettes or cash bundles, we will charge the costs of the aforesaid to the client in line with the Tariff of Banking Fees and Commissions.

Article 21

1. Each cash bundle should contain one closed deposit, together with one deposit slip (original and copy).
2. The client puts the original deposit slip and one copy inside a closed cash bundle. Additionally, the client places one copy of the bank deposit slip in a regular envelope. The client attaches the sealed envelope to the cash bundle.
3. If the amount on the deposit slip expressed in digits differs from the amount expressed in words, the amount expressed in words prevails.

Article 22

1. The client undertakes to observe the rules on counting, packing and labelling the packaging of closed deposits applicable at mBank.
2. Cash should be carefully packed, adequately labelled and secured in a way that makes it impossible to open the bundle without visibly damaging its packaging.
3. Cash should be sorted, organised and labelled. This means that:
 - 1/ banknotes must not:
 - a/ be worn out,
 - b/ be damaged,
 - c/ have indecipherable numbers or series numbers.The principles and procedure for exchanging worn out or damaged banknotes are laid down in Regulation No. 31/2013 of the President of the National Bank of Poland of 17 December 2013 on Detailed Principles and Procedure for Exchanging Banknotes and Coins which Cease to Be Legal Tender in the Republic of Poland as a Result of Wear or Damage (Official Journal of the NBP of 2022, item 23, as amended),
 - 2/ banknotes should be banded into complete bundles of 100 notes of one face value each. The following information should be given on the band: the deposit date, the number of banknotes, the face value per banknote, the total value of the bundle and a legible signature of the person who prepared the bundle,
 - 3/ coins packed into rolls or bags cannot be damaged, mutilated, corroded or worn out. The following information should be given on the label of a bag or roll: the deposit date, the number of coins, the face value per coin, the total value of the bag or roll and a legible signature of the person who prepared the bag or roll.

4. We can charge an additional fee for accepting a bundle as per the Tariff of Banking Fees and Commissions. This is the case where the client fails to observe the rules on counting, packing and labelling the packaging of bundles set out in the Regulations.
5. Closed deposits can be submitted in bundles other than mBank-issued bundles. In order to use such a bundle, the client must provide us with the following before making a deposit:
 - 1/ test report prepared by the Institute of Precision Mechanics or another certifying unit accredited by the Polish Centre for Accreditation, or
 - 2/ statement confirming that a test report (whose contents must be approved by us) has been issued for the given bundle.

Article 23

1. We insure the deposits made against theft, burglary, fire and explosion from the moment the deposit is inserted into a night safe.
2. Our liability under the insurance may not exceed the average amount of the last 30 deposits made in a night safe before the loss. If fewer than 30 deposits were made, our liability may not exceed the average amount of the deposits made.
3. The client may additionally insure the deposits made by themselves.

Article 24

1. The closed deposit amount declared on the deposit slip is credited to the client's bank account maintained with mBank not later than on the next business day after the amount is deposited in a night safe, with a booking date being the value date. The funds are made available to the client from 10.00 a.m. on the next business day.
2. If the client enters an account number other than the deposit account on the deposit slip, we will book the amount of the closed deposit in the deposit account.
3. If there is a mismatch between the declared amount and the counted amount, the sorting facility will draw up a mismatch report (its template is presented in Appendix No. 3 to the Regulations). We will book the closed deposit on the basis of this document.
4. If the amount declared on the bank deposit slip is credited to the deposit account, we will book the difference in the client's account based on the mismatch report. We will do it within two business days from the receipt of the mismatch report from the sorting facility.
5. The mismatch deposit will be available in mBank CompanyNet.
6. If funds in the indicated account of the client are insufficient to cover the payment, we will charge the payment to other accounts of the client maintained with the bank. No separate instruction is required. We will convert the funds held in such accounts, if necessary, in accordance with the rules applicable at the bank and at the exchange rates valid on the conversion date.

5. Open and closed deposits made personally at mBank's cash desk

Article 25

1. The client may make open or closed cash deposits.
2. Open and closed cash deposits are made solely in PLN, EUR and USD.
3. Open and closed cash deposits in coins are made solely in PLN.
4. Open or closed cash deposits are made at the bank's branch on business days, in the working hours of the branch.
5. We accept open or closed cash deposits to the client's bank account indicated in the application.

Article 26

1. Prior to making an open deposit, the client has to make an oral instruction for an open deposit at a branch's cash desk and then deposit the money. The commission for the deposit will be charged to the client's deposit account.
2. The client or their representative who makes a deposit is obliged to:
 - 1/ present a valid identity document,
 - 2/ provide the information on the deposit's ultimate beneficiary.
 If the client fails to do so, we may refuse to accept the deposit.
3. The bank processes an open cash deposit on the basis of the client's oral instruction referred to in Article 26 (2), unless the circumstances referred to in Article 28 (1) arise.
4. Upon making an open cash deposit, the client receives the deposit confirmation in two copies, including the information:
 - 1/ enabling the client to identify the cash deposit transaction,
 - 2/ on the deposited amount and deposit currency,
 - 3/ on the commission on this deposit,
 - 4/ on when we received and processed the deposit.
5. The customer signs both copies of the confirmation and immediately returns one of them to us.

Article 27

1. We accept closed and open deposits and undertake to:
 - 1/ count,
 - 2/ credit the deposit account with the deposited amounts,
 - 3/ credit/debit the client's account with the amount of surpluses/shortages identified.
2. The client undertakes to observe mBank's rules on counting, packing and labelling the packaging of closed deposits.
3. Cash should be carefully packed, adequately labelled and secured in a way that makes it impossible to open the bundle without visibly damaging its packaging.
4. Cash should be sorted, organised and labelled. This means that:
 - 1/ banknotes must not:
 - a/ be worn out,
 - b/ be damaged,
 - c/ have indecipherable numbers or series numbers.

The principles and procedure for exchanging worn out or damaged banknotes are laid down in Regulation No. 31/2013 of the President of the National Bank of Poland of 17 December 2013 on Detailed Principles and Procedure for Exchanging Banknotes and Coins which Cease to Be Legal Tender in the Republic of Poland as a Result of Wear or Damage (Official Journal of the NBP of 2022, item 23, as amended),

- 2/ banknotes should be banded into complete bundles of 100 notes of one face value each. The following information should be provided on the band:
 - a/ deposit date,
 - b/ number of banknotes,
 - c/ face value,
 - d/ counted amount, and
 - e/ legible signature of the person who prepared the bundle,

- 3/ coins packed into rolls or bags cannot be damaged, mutilated, corroded or worn out. The following information should be provided on the label of a bag or roll:
 - a/ deposit date,
 - b/ number of coins,
 - c/ face value,
 - d/ counted amount, and
 - e/ legible signature of the person who prepared the bag or roll.
5. We can charge an additional fee for accepting a bundle as per the Tariff of Banking Fees and Commissions. This is the case where the client fails to observe the rules on counting, packing and labelling the packaging of bundles set out in the Regulations.
6. Closed deposits can be submitted in bundles other than mBank-issued bundles. In order to use such a bundle, the client must provide us with the following before making a deposit:
 - 1/ test report prepared by the Institute of Precision Mechanics or another certifying unit accredited by the Polish Centre for Accreditation, or
 - 2/ statement confirming that a test report has been issued for the given bundle. The report contents must be approved by us beforehand.

Article 28

1. The moment when mBank receives a deposit within the meaning of the Payment Services Act is the moment when we receive:
 - 1/ an oral instruction to make a deposit,
 - 2/ a bank deposit slip/confirmation.
2. A bank account maintained with the bank is credited with the funds from an open cash deposit or on the basis of a bank deposit slip for a closed cash deposit on the day the deposit is made.
3. An open or closed bank deposit is considered fully processed when the funds from the deposit are booked in the bank account specified in the deposit slip/confirmation.
4. If the client enters an account number other than the deposit account on the deposit slip, we will book the amount of the closed deposit in the deposit account.
5. If there is a mismatch between the declared amount and the counted amount, a sorting facility will draw up a mismatch report (template is provided in Appendix No. 3). We will book the closed deposit on the basis of this document.
6. If the amount declared on the bank deposit slip is credited to the deposit account, we will book the difference in the client's account based on the mismatch report. We will do it within two business days from the receipt of the mismatch report from the sorting facility.
7. The mismatch deposit will be available in mBank CompanyNet.
8. If funds in the client's account are insufficient to cover the payment, we will charge the payment to other accounts of the client maintained with the bank. No separate instruction is required. We will convert the funds held in such accounts, if necessary, in accordance with the rules applicable at the bank and at the exchange rates valid on the conversion date.

Article 29

1. We have the right to refuse to accept a deposit if the client violates the Regulations or if the right to refuse to accept the deposit arises from separate provisions of law.
2. If that is the case, we notify the client of our refusal.

6. Open and closed deposits made by the person authorised by the client*

Article 30

1. Open or closed cash deposits are made by the person authorised by the client at the bank's branch on business days, in the working hours of cash desks at the branch.
2. Open and closed cash deposits are made solely in PLN, EUR and USD.
3. Open cash deposits in coins are made solely in PLN.
4. The client is obliged to update the personal data of the authorised persons listed in the application.
5. The authorised person is entitled to make open and closed deposits to the accounts indicated in the application.
6. Prior to making an open deposit, the authorised person has to make an oral instruction for an open deposit at a branch's cash desk and then deposit the money. The commission for the deposit will be charged to the client's deposit account.
7. The authorised person making a deposit is obliged to:
 - 1/ present an identity document,
 - 2/ provide the information on the deposit's ultimate beneficiary.
 If they fail to do so, we may refuse to accept a deposit.
8. The bank processes an open cash deposit on the basis of the authorised person's oral instruction referred to in Article 30 (2), unless the circumstances referred to in Article 31 (1) arise.
9. Immediately after the deposit has been made, the bank gives the authorised person two copies of the confirmation of the open cash deposit containing the information:
 - 1/ enabling the client to identify the cash deposit transaction,
 - 2/ on the deposited amount and deposit currency,
 - 3/ on the commission we charge on the deposit made at a branch,
 - 4/ on when we received and processed the deposit.
 - 5/ on the bank account credited with the amount referred to in Article 30 (9) (2) above.
10. The authorised person is obliged to promptly sign all copies of the confirmation received from the bank and promptly return one copy of the confirmation to the bank.

Article 31

1. The moment when mBank receives a deposit within the meaning of the Payment Services Act is the moment when mBank receives:
 - 1/ an oral instruction to make a deposit and credits the funds, or
 - 2/ a bank deposit slip/confirmation.
2. A bank account maintained with mBank is credited with the funds from an open cash deposit or on the basis of the bank deposit slip for a closed cash deposit on the day the deposit is made.
3. An open or closed bank deposit is considered fully processed when the funds from the deposit are booked in the bank account specified in the deposit slip/confirmation.

Article 32

1. We have the right to refuse to accept a deposit if the client violates the Regulations or if the right to refuse to accept the deposit arises from separate provisions of law.
2. If that is the case, we notify the client of our refusal.

* The service will become available on the date it is introduced to the bank's services

7. Closed deposits made with a cash-in-transit service

Article 33

1. We are authorised by the client and undertake to do the following through the agency of a sorting facility and a cash-in-transit company: accept, count and credit the closed deposit account in the client's absence.
2. We are obliged, on each occasion, to inform the client in writing about the name and address of the registered office of a sorting facility and a cash-in-transit company and about each change in the name and the address.
3. We provide the client with a list of transport guards authorised to perform the entrusted activities related to the provision of services. The list will be provided via mBank CompanyNet. The client receives a document drawn up for every organisational unit from which a cash-in-transit company collects closed deposits (its template is presented in Appendix No. 4).

Article 34

1. We undertake to collect closed deposits in the organisational units of the client.
2. The client indicates their organisational units in the application.
3. Any changes related to provision of the service require a new application.
4. We accept closed and open deposits and undertake to:
 - 1/ collect deposits from the client through the agency of authorised employees of a cash-in-transit company in the organisational units of the client,
 - 2/ deliver deposits to a sorting facility or mBank through the agency of the cash-in-transit company,
 - 3/ count,
 - 4/ credit the deposit account with the deposited amounts,
 - 5/ credit/debit the client's account with the amount of surpluses/shortages identified.
5. Closed deposits made through the agency of a cash-in-transit company are made in the currencies specified on mBank's website.

Article 35

1. A cash-in-transit company arrives at the organisational unit of the client to collect closed deposits on days set forth in the schedule. The schedule for each organisational unit is presented by the client in the application. We make the schedule form available via mBank CompanyNet.
2. The bank charges a fee for cash-in-transit services as per the application. The client may cancel a cash-in-transit service via mBank CompanyNet. They may do so not later than one business day prior to the scheduled deposit collection by 3:00 p.m.
3. The client may additionally order an on-demand cash-in-transit service. To use an on-demand cash-in-transit service:
 - 1/ the client orders an on-demand cash-in-transit service (its template is presented in Appendix No. 5) via mBank Company Net,
 - 2/ the client must order an on-demand cash-in-transit service up to 24 hours prior to the agreed time of providing the service.

Article 36

1. Fees for cash-in-transit services rendered are settled by the tenth business day of a month. Within this time we issue a collective VAT invoice covering all the transportation services provided in the previous month. The invoice is broken down into the organisational units of the client.
2. We charge the fees presented on a collective VAT invoice by the 14th day from the invoice issue date. The fees are charged to the client's account given in the application. Our failure to charge the fees within the time period specified above does not affect our right to charge them later. If funds in the indicated account of the client are insufficient to cover the payment, we will debit other accounts of the client maintained with mBank with the amount due in this respect. No separate instruction is required. We will convert funds deposited in such accounts, if necessary, in accordance with the rules applicable at mBank and at the exchange rates prevailing on the conversion date.
3. The client may object to the amount of the calculated fee or the calculation basis. The client may do it within five business days from the receipt of the VAT invoice. The client submits their objections to an mBank employee in writing or via email. If the bank agrees with the client's objections, we will introduce corrections with respect to the debited fees for cash-in-transit services using the client's account to this end.
4. The client agrees to have invoices sent by email to the client's email address provided in the application as referred to in Article 106n (1) of the Act of 11 March 2004 on Tax on Goods and Services.

Article 37

1. The client undertakes to observe the rules on counting, packing and labelling the packaging of closed deposits made available to them by mBank.
2. Cash should be carefully packed, adequately labelled and secured in a way that makes it impossible to open the bundle without visibly damaging its packaging.
3. Cash should be sorted, organised and labelled. This means that:
 - 1/ banknotes must not:
 - a/ be worn out,
 - b/ be damaged,
 - c/ have indecipherable numbers or series numbers.

The principles and procedure for exchanging worn out or damaged banknotes are laid down in Regulation No. 31/2013 of the President of the National Bank of Poland of 17 December 2013 on Detailed Principles and Procedure for Exchanging Banknotes and Coins which Cease to Be Legal Tender in the Republic of Poland as a Result of Wear or Damage (Official Journal of the NBP of 2022, item 23, as amended),

- 2/ banknotes should be banded into complete bundles of 100 notes of one face value each. The following information should be provided on the band:
 - a/ deposit date,
 - b/ number of coins,
 - c/ face value,
 - d/ counted amount, and
 - e/ legible signature of the person who prepared the bundle,
- 3/ coins packed into rolls or bags cannot be damaged, mutilated, corroded or worn out. The following information should be provided on the label of a bag or roll:

- a/ deposit date,
 - b/ number of coins,
 - c/ face value,
 - d/ counted amount, and
 - e/ legible signature of the person who prepared the bag or roll.
4. We can charge an additional fee for accepting a bundle as per the Tariff of Banking Fees and Commissions. This is the case where the client fails to observe the rules on counting, packing and labelling the packaging of bundles set out in the Regulations.
 5. Closed deposits can be submitted in bundles other than mBank-issued bundles. In order to use such a bundle, the client must provide us with the following before making a deposit:
 - 1/ test report prepared by the Institute of Precision Mechanics or another certifying unit accredited by the Polish Centre for Accreditation, or
 - 2/ statement confirming that a test report (whose contents must be approved by us) has been issued for the given bundle.

Article 38

1. The moment when mBank receives a deposit within the meaning of the Payment Services Act is the moment when we receive:
 - 1/ a bank deposit slip/confirmation.
2. A deposit received after 10 p.m. is deemed made on the next business day.
3. The closed deposit amount declared on the deposit slip is credited to the client's bank account maintained with mBank not later than on the next business day after the amount is deposited, with a booking date being the value date. The funds are made available to the client from 10.00 a.m. on the next business day.

Article 39

1. If the client enters an account number other than the deposit account on the deposit slip, we will book the closed deposit in the deposit account.
2. A mismatch report drawn up by the sorting office is a binding document based on which the bank books the closed deposit. The sorting office will draw up the mismatch report if the declared amount and the counted amount differ. If the amount entered on the deposit slip is credited to the deposit account, mBank will book the difference in the client's account based on the mismatch report. The bank will book the difference within two business days from the receipt of the mismatch report from the sorting office. We will credit or debit the mismatch amount to the account indicated in the application. No separate instruction is required.
3. The mismatch report will be available in mBank CompanyNet.
4. If funds in the client's account are insufficient to cover the payment, we will charge the payment to other accounts held by the client with the bank. No separate instruction is required. We will convert the funds held in such accounts, if necessary, in accordance with the rules applicable at the bank and at the exchange rates valid on the conversion date.

Article 40

1. The closed deposit service with cash in transit and online booking is provided only in the scheduled cash in transit option, and must be requested in the application and Appendix no. 2 to the application.
2. A cash-in-transit company will collect closed deposits from the client on dates set in the schedule of closed deposits provided in the application.
3. If the client indicates a deposit amount in mBank's electronic banking system by the time set out in Appendix no. 2 to the application on a business day on which the closed deposit is to be made, the funds will be booked in the client's account within two hours from the time indicated in appendix no. 2 to the application on a business day on which the closed deposit was declared. The client cannot declare the deposit amount in mBank's electronic banking system on a non-business day.
4. The amount declared by the client in mBank's electronic banking system should match the amount provided on the deposit slip. If the amount declared by the client in mBank's electronic banking system does not match the amount provided on the deposit slip, the bank will book it based on the amount declared in the electronic banking system.
5. If the client does not provide funds to the cash-in-transit company as scheduled, the bank will debit the funds from the client's account and charge the client with a fee for failing to provide the closed deposit amount declared online.
6. In a situation described in Article 2 (5), the bank has the right to block the client's ability to use the deposit amount declaration service in the electronic banking system; the bank will notify the client without undue delay should such a block be imposed.
7. The deposit amount declaration service in the electronic banking system can be unblocked only at the bank's discretion. The bank will notify the client that the service has been unblocked without undue delay.

Article 41

1. The cash-in-transit service report constitutes a confirmation of a closed deposit. A statement from the deposit account and mismatch reports, if any, constitute a confirmation of crediting the deposit account.
2. The bank charges a fee for mismatch reports as per the Tariff.

8. Mobile deposit*

Article 42

To use the mobile deposit service and get access to the app, the client should:

- 1/ select the mobile deposit service on the application,
- 2/ install, configure and activate the mobile deposit app,
- 3/ have an active phone number.

Article 43

1. A user can deposit cash at a cash deposit machine in person.
2. A user can deposit cash in the currency of the deposit bank account.
3. Cash deposit machines do not accept coins.

Article 44

1. To make a deposit, a user has to be identified by performing the following steps using the app:
 - 1/ log in to the app,
 - 2/ verify (using a QR code or by entering a six-digit code generated on the machine's screen in the app) the user as the person initiating operations on the machine.
2. The user places a cash deposit instruction upon successful identification and upon inserting the funds to be deposited into the cash deposit machine and accepting the deposit in the app.
3. Banknotes that are torn, crumpled, wet or have folded corners cannot be deposited.

4. The user receives a deposit confirmation in the app, and additionally receives a deposit slip printed by the machine.

Article 45

1. mBank may refuse to make the service available at any time if the client acts in breach of the Regulations, or may refuse to accept a cash deposit without giving reasons.
2. If the situation described in Article 7 (1) occurred, mBank will notify the client about the refusal immediately by sending a notification in the app.

Article 46

A mobile deposit is booked in a client's account indicated in the app:

- 1/ after the user correctly authorises the deposit in the app,
- 2/ after the user correctly authorises the deposit at a cash deposit machine,
- 3/ up to 15 minutes after the user correctly authorises the deposit in the app and at the cash deposit machine between 8 a.m. and 8 p.m. on business days. If a deposit was made at a cash deposit machine on a holiday, we will book the funds on the nearest business day after 8 a.m.

Article 47

1. The client names an administrator in the application.
2. We parameterise the administrator profile in the app.
3. We send an SMS message with a one-time activation code to the administrator's phone number provided by the client.
4. The administrator downloads the app from an app store (Google Play or the App Store) and installs, configures and activates it on their mobile device.
5. The administrator logs in to the app by entering the phone number provided when submitting the application, which serves as the identifier, and an activation code.
6. The administrator sets their own PIN to the app, which will be used to log in to the app in the future.

Article 48

1. The administrator enters the user's data (login identifier and phone number) and accepts it in the app.
2. We then send an SMS message with a one-time activation code to the user.
3. The administrator provides the login identifier to the user.
4. The user downloads the app from an app store (Google Play or the App Store) and installs and opens it on their device.
5. The user logs in using the login identifier and an activation code send via SMS.
6. The user sets their own PIN to the app, which will be used to log in to the app in the future.
7. After adding or modifying the user's data, the client provides us with the data of persons authorised to make deposits in the application, which is to include the user's data. The application contains such data as the first name and surname of the user, their citizenship, series and number of their valid identity document, PESEL number or, if the user has no such number, their date and country of birth.

Article 49

To change the phone number or account number linked to the app, the client has to file an application.

- * the service will become available on the date it is added to the bank's services

9. Deposits at client-operated cash deposit machines

Article 50

1. To use the cash deposit service at client-operated cash deposit machines, the client must enter into a lease agreement or a purchase agreement with their manufacturer. The manufacturer will provide client-operated cash deposit machines to the client and grant a licence to use the app for operating the machines.
2. We know the provisions of the lease agreement or the purchase agreement and all the appendices thereto. We will execute the application with consideration of its provisions, including the activation schedule.
3. The client and mBank will execute the application for cash services in cooperation with the manufacturer and spare no effort to ensure that the cooperation is fruitful and takes into account the interest of all parties involved.
4. We will execute the subject matter of the application for cash services with due diligence arising from the professional nature of our business, in accordance with the law, in compliance with third party rights, and in cooperation with the client as part of the work related to the execution of the application.
5. The client will inform the bank about any arrangements made with the manufacturer which may have an impact on the execution of the application in question.

Article 51

1. As part of deposits at client-operated cash deposit machines:
 - 1/ we accept the client's own deposits in PLN (banknotes only) made at client-operated cash deposit machines at the client's organisational units,
 - 2/ we perform the service of collecting cash from a client-operated cash deposit machine, whereby the cash-in-transit company removes cassettes from the client-operated cash deposit machine located in the client's organisational unit,
 - 3/ the cassettes removed from the client-operated cash deposit machine are delivered to a sorting facility,
 - 4/ the cash-in-transit company transports empty cassettes from the sorting facility to the client-operated cash deposit machine,
 - 5/ the sorting facility counts the cash stored in the cassettes,
 - 6/ we credit the deposit account with the deposit amounts after physically depositing the cash into the client-operated cash deposit machine and after receiving a system confirmation that the funds have been deposited,
 - 7/ we ensure substitute cash service if a client-operated cash deposit machine breaks down.
2. We provide the service in PLN.
3. We begin providing services after the client and the manufacturer sign a client-operated cash deposit machine purchase or lease agreement, under which:
 - 1/ the client purchases client-operated cash deposit machines as per the agreed activation schedule,
 - 2/ the manufacturer sells or leases client-operated cash deposit machines to the client or grants a licence to the client for the use of the app, given that the number of licences meets our requirements.

Article 52

1. The client prepares their organisational units to instal a client-operated cash deposit machine in accordance with the valid Regulation of the Ministry of the Interior and Administration on Requirements Applicable to Protection of Monetary Values Stored and Transported by Entrepreneurs and Other Organisational Units, as amended. This means that:

- 1/ the client ensures a separate room with restricted access where client-operated cash deposit machines are to be anchored to the ground,
 - 2/ the rooms where the client-operated cash deposit machines have been anchored are to be equipped with a burglary and robbery detection system (SSWiN) with the following functions:
 - a/ sending an alarm to an external licenced entity providing services of monitoring alarms and protecting people and property,
 - b/ separated zone in the burglary and robbery detection system, encompassing client-operated cash deposit machines and rooms in which they were anchored,
 - c/ option to manually notify an external licenced entity providing people and property protection services about a threat by pressing the panic button, with a guarantee of an intervention team's arrival,
 - d/ connection of a client-operated cash deposit machine to the burglary and robbery detection system (SSWiN) with a Grade 2 reed switch and vibration sensor provided by any manufacturer,
 - 3/ the client ensures that their organisational units are equipped with a CCTV system, including cameras used to monitor rooms in which client-operated cash deposit machines are located (a surveillance camera and a facial recognition and human activity recognition camera directed at the machine). The client guarantees that the CCTV system aims to monitor the client's organisational units in general, and not only to monitor the operation of client-operated cash deposit machines,
 - 4/ the client has a digital recorder that archives CCTV footage for up to 90 days. The footage parameters must meet the requirements of the valid Regulation of the Ministry of the Interior and Administration on Requirements Applicable to Protection of Monetary Values Stored and Transported by Entrepreneurs and Other Organisational Units, as amended.
2. Before activating a machine, an on-site inspection report (presented in Appendix No. 7) on compliance with the requirements of the valid Regulation of the Ministry of the Interior and Administration on Requirements Applicable to Protection of Monetary Values Stored and Transported by Entrepreneurs and Other Organisational Units, as amended, will be prepared.
 3. The client will indicate and use an existing current account maintained with mBank to make deposits in connection with the performance of the agreement, or will open such an account.
 4. If a client-operated cash deposit machine breaks down, the client is entitled to use substitute cash service.
 5. The risk of losing or damaging cash is borne by the client until we confirm that the cash has been accepted by a client-operated cash deposit machine. The client notifies us on an ongoing basis about events that may have an impact on the security of the cash stored in client-operated cash deposit machines, including:
 - 1/ incorrect operation of security components (e.g. locks and latch elements),
 - 2/ break-in attempts, or
 - 3/ unauthorised tampering with a client-operated cash deposit machine.
 6. Before activating the service, the client submits a statement on the persons authorised to make deposits, which lists all persons authorised to make deposits. The application contains such data as the first name and surname of the user, their citizenship, series and number of their valid identity document, PESEL number or, if the user has no such number, their date and country of birth.
 7. The client notifies us of changes to the activation schedule, and then agrees with us on changes to the time limits for the performance of the obligations arising from the application.
 8. The client's own contribution in the event of a loss of funds stored in a client-operated cash deposit machine is PLN 10,000 per event.

Article 53

1. After activating a client-operated cash deposit machine, we take over the responsibility for the machine as per the activation schedule.
2. We are responsible for the disappearance (including theft or loss) of or damage to the cash stored in client-operated cash deposit machines installed in the client's organisational units. We take over the responsibility at a point in time indicated in Article 54 (1).
3. We are not responsible for the loss of or damage to cash caused by random events such as:
 - 1/ flood,
 - 2/ water damage,
 - 3/ explosion,
 - 4/ thunder strike,
 - 5/ terrorist attack.
4. The assessment of our responsibility will be based on the findings of the competent law enforcement authorities: the Police, the Public Prosecutor's Office, or other authorities and the common court competent for a given case.

Article 54

1. As part of the takeover of responsibility for a client-operated cash deposit machine, the manufacturer hands over to the cash-in-transit company in the presence of the client's employee:
 - 1/ one set of cassettes, and
 - 2/ all keys to the machine's safe.

The handover is confirmed by signing a handover protocol by the cash-in-transit company and a representative of the manufacturer in two identical copies. Refusal to sign the handover protocol suspends any further steps in the process of taking over responsibility for a client-operated cash deposit machine. The presence of a transport guard when handing over keys and cassettes is considered to be the cash-in-transit service.
2. The manufacturer instructs the client and the transport guard on how to use client-operated cash deposit machines.
3. The client makes a test deposit to check if the front office cash deposit machine works correctly after installation.
4. The manufacturer's representative, the client's employee and the transport guard confirm the activation of the client-operated cash deposit machine and sign three copies of the activation protocol.
5. The takeover of responsibility for a client-operated cash deposit machine will be suspended if a malfunction is detected in the machine or if the delivery protocol or activation protocol (presented in Appendix No. 6) does not contain a signature of the client's employee, the manufacturer's employee, or the transport guard.
6. If the takeover of responsibility for a client-operated cash deposit machine does not take place as per the activation schedule, the parties will agree on a new date. All costs related to setting a new date will be borne by:
 - 1/ the manufacturer, if the change results from the manufacturer's fault,
 - 2/ the client, if the change results from the client's fault,
 - 3/ mBank, if the change results from the cash-in-transit company's fault.
7. The activities related to the takeover of responsibility for a client-operated cash deposit machine by the bank are agreed on and performed by the client's and the manufacturer's coordinators. The coordinators provide information on the activities to us:
 - 1/ to the email address: wplatomaty_kasjerskie@mbank.pl, or
 - 2/ by calling the Client Centre by tapping on the receiver icon in the mobile app or dialling 801 273 273 or 22 6 273 273. As part of these activities:
 - a/ on days provided in the schedule the client agrees on and confirms the time of activation and delivery of the client-operated cash deposit machines,
 - b/ the manufacturer requests the presence of a transport guard during activation of the client-operated cash deposit machine

- c/ the client sends to us scans of delivery, activation and handover protocols signed by the manufacturer,
- d/ the client and the manufacturer agree on any necessary changes and confirm them in the originally agreed activation schedule.

Article 55

1. We entrust the performance of the activities related to the provision of services to the cash-in-transit company and the sorting facility. We notify the client as soon as possible in writing of the name and seat of the cash-in-transit company and sorting facility, as well as of any changes in these details.
2. We provide the client with a list of transport guards authorised to perform the entrusted activities related to the provision of services (presented in Appendix No. 4). The client obtains such a document for each organisational unit from which a transport guard will collect and to which they will deliver cassettes. We provide the list of transport guards (and its updates) to the client via mBank CompanyNet.
3. Our employees, the cash-in-transit company and the sorting facility have expert knowledge allowing them to provide the service in a timely and diligent manner. We ensure that the cash-in-transit company, the sorting facility and their employees and partners perform their duties with due diligence appropriate for the performance of such agreements. We are fully liable toward the client for our employees, the cash-in-transit company, the sorting facility and their employees.
4. The authorised cash-in-transit company employees report to the client's organisational unit to collect cassettes from a client-operated cash deposit machine and to assist during their maintenance on opening dates and hours of the client's organisational units.
5. We receive an order for a cash-in-transit service automatically from a client-operated cash deposit machine when the cassettes are filled to the set limit.
6. The cash-in-transit service is performed up to 24 clock hours after we receive the order. The confirmation of an order can be found in the app logs.
7. If a client-operated cash deposit machine breaks down or the cassettes are full, the client can use substitute cash service.
8. In exceptional situations, except for situations where a client-operated cash deposit machine is filled to the limit, the cash-in-transit company can perform an emergency collection of cash from a client-operated cash deposit machine after the client places a relevant order. Exceptional situations occur where there is a threat of loss of the money stored in the client-operated cash deposit machine. These include situations that carry the characteristics of a criminal offense (e.g. a burglary), random events (e.g. water damage or fire), or situations arising from the inventorying of mBank's assets.
9. The bank charges an emergency fee indicated in Appendix No. 1 or 2 to the application for all emergency transportations described in Article 17 (7) and (8).
10. The costs of a transport guard's assistance as part of SLM are specified in the maintenance protocol.
11. The costs of a transport guard's assistance:
 - 1/ are borne by the manufacturer:
 - a/ if the malfunction results from the manufacturer's fault, or
 - b/ in the event of the annual maintenance of a client-operated cash deposit machine,
 - 2/ are borne by the client if the malfunction results from the client's fault,
 - 3/ are borne by mBank if the malfunction results from the cash-in-transit company's fault.
12. Before letting a transport guard into the room where a client-operated cash deposit machine is located, the client verifies the guard against the list of the cash-in-transit company's employees and a valid identity document.
13. If a cassette is damaged, the cash-in-transit company or the sorting facility notifies us of it, and we pass this information on to the client. To take action, the client must file a complaint and attach a maintenance report or repair report (drawn up by the manufacturer). If based on the complaint we determine without a doubt that the cassette was mechanically damaged due to the sorting facility's / cash-in-transit company's act or omission, we will charge the sorting facility / cash-in-transit company for the repair/replacement. In any other case, after receiving information from the manufacturer the client orders a repair or replacement of the cassette.
14. If any other component of the cash deposit machine than the cassette has been damaged, the client notifies us and the manufacturer of it. We agree with the manufacturer on how to proceed and who will bear the costs of the repair. The damage must be documented by a maintenance report or repair report drawn up by the manufacturer.

Article 56

1. We take over responsibility for the deposited cash when the cash is correctly deposited at the client-operated cash deposit machine.
2. A valid deposit into a client-operated cash deposit machine involves inserting banknotes into the machine, which then prints a deposit slip.
3. Within the meaning of the Payment Services Act of 19 August 2011, as amended, mBank considers a deposit to be received when it receives a deposit instruction.
4. A deposit received after 7 p.m. is deemed received on the next business day.
5. The deposit amount declared on the deposit slip is credited to the client's bank account maintained with mBank not later than on the deposit date, with a booking date being the value date. The money is made available to the client within a maximum of 60 minutes.
6. Through the agency of the sorting facility and cash-in-transit company we accept, count and credit deposits to the deposit account in the client's absence.
7. A client-operated deposit machine checks the number and genuineness of the banknotes inserted into it by the client.
8. After the verification, the client-operated cash deposit machine prints out a deposit slip (its template is presented in Appendix No. 1).
9. When a transport guard removes cassettes from a client-operated cash deposit machine, the machine prints out a cash collection slip (its template is presented in Appendix No. 1).
10. Where a transport guard finds money outside the cassettes in a client-operated cash deposit machine, they are obliged to notify the authorised person in the client's organisational unit of this fact. The transport guard puts the money in a tamper-evident envelope which can readily show evidence of tampering. To the envelope, the transport guard appends a document containing the identification number of the machine in which the banknotes were found and information about the number and face value of the banknotes and the precise time when they were found. The transport guard delivers the tamper-evident envelope to the sorting facility together with the cassettes. We will book the money from the tamper-evident envelope in the deposit account with a description identifying the client-operated cash deposit machine from which the money was collected. The transport guard prepares a memo stating the amount of the secured funds. The memo is signed by the transport guard and the authorised person in the client's organisational unit.
11. The sorting facility will draw up a mismatch report if the amount declared on the cash collection slip and the counted amount differ.
12. Within one business day, we will:
 - 1/ send a copy of the mismatch report to the email address provided by the client in the application, or
 - 2/ provide a copy of the mismatch report to the organisational unit of the bank in the case where the client collects correspondence from this unit independently.
13. If the amount declared on the bank deposit slip is credited to the deposit account, we will book the difference in the client's account based on the mismatch report. We will do it within two business days from the receipt of the mismatch report from the sorting facility. The bank will credit or debit the client's deposit account indicated in the application with the identified mismatch amount without a separate instruction from the client. In each case where the reason for the difference indicated in the mismatch report cannot be determined, the bank and client will examine such a case together with the manufacturer in line with the complaint handling procedure.

14. If funds in the client's account are insufficient to cover the payment, we will charge the payment to other accounts of the client maintained with mBank. No separate instruction is required. Where funds in such accounts need to be converted to another currency, we will apply the rules and FX rates applicable at the bank on the date of the conversion.
15. The manufacturer is responsible for the counterfeit and damaged banknotes accepted by a client-operated cash deposit machine and covers the losses resulting from such a situation.
16. A cash collection slip serves as a confirmation of a cash-in-transit service (its template is provided in Appendix No. 1), and a statement from a deposit account and mismatch reports, if any, constitute proof of crediting the deposit account.

Article 57

1. Remuneration will be calculated and charged by way of debiting the account specified in the application. The bank's failure to charge the commission within the time limit referred to above does not in any way affect the bank's right to charge it at a later date. If funds in the indicated account are insufficient, the bank will charge the payment to other accounts of the client maintained with the bank. In such a case, the payment is charged without a separate instruction and the bank is authorised to convert funds deposited in such accounts, if necessary, in accordance with the rules applicable at the bank and at the exchange rates prevailing on the conversion date.
2. Cash-in-transit services rendered are settled by the tenth business day of a month. Within this time we issue a collective VAT invoice covering all the transportation services provided in the previous month. The invoice is broken down into the organisational units of the client.
3. We will debit the amount due specified in the collective VAT invoice from the client's account indicated in the application within the time limit set out in the invoice. The bank's failure to charge the amount within the time limit mentioned above does not in any way affect the bank's right to charge it at a later date. If funds deposited in the indicated account are insufficient, the bank will charge the amount due from the client given on the VAT invoice to other accounts maintained by the client with the bank without a separate instruction and it will convert the funds, if necessary, in accordance with the rules applicable in the bank and at the exchange rates prevailing on the conversion date.
4. Within 14 business days from the date of receipt of a VAT invoice, the client may object to the amount of the fee or its calculation basis. The client submits their objections to the bank coordinator in writing or via email. If the bank agrees with the client's objections, it will immediately adjust the service fee by crediting the relevant amount to the Client's account.
5. The client agrees to have invoices sent via mBank CompanyNet / via email to the client's email address in electronic form as referred to in Article 106n (1) of the Act of 11 March 2004 on Tax on Goods and Services, as amended.
6. If the client decides to cancel the service, we will charge a fee for the uninstallation of a client-operated cash deposit machine in an amount arising from the application.

Article 58

We provide the deposit service in client-operated cash deposit machines for 60 months from the submission of the application for cash services. The service is automatically prolonged for another 12 months.

Article 59

The knowledge acquired by the client about the system integration between the manufacturer's software and the bank's electronic banking system mBank Company Net, which is a unique solution making it possible to book cash deposits in the client's account online and enabling the automatic dispatch of a message to the cash-in-transit company about the need to collect cash from a cash deposit machine, constitutes business secrecy of the bank. The contractual penalty for violating business secrecy amounts to PLN 100,000 (in words: one hundred thousand zloty) per event. The contractual penalty applies for one year from the service termination date.

10. Open Postal Cash Deposit

Article 60

We accept open postal cash deposits from the client through the agency of Poczta Polska.

Article 61

1. The client makes cash deposits to their PLN bank account kept with the bank provided in the application for cash services.
2. A deposit slip is a confirmation of the acceptance of an open deposit by Poczta Polska. It is filled out by the client and confirmed by a Poczta Polska employee by means of a date stamp or a hand-written, legible date and signature.
3. The client fills out a deposit slip legibly, in line with the instruction provided therein, without any deletions or corrections. A deposit slip has two copies (carbon duplicate paper). One copy serves as a confirmation of the open deposit made by the client upon its confirmation by a Poczta Polska employee.
4. A client can deposit money in Poczta Polska branches during the branches' office hours.
5. If the bank account number provided by a client on a deposit slip does not match the bank account number provided in the application:
 - 1/ we do not provide the open postal cash deposit service,
 - 2/ Poczta Polska can execute the cash deposit in line with its Rules of Providing the Payment Service of Accepting Deposits to Bank Accounts in Post Offices and in line with its own pricing terms (i.e. outside the scope of the service).
6. If the bank account number provided on the deposit slip does not meet the standard for the numbering of bank accounts set out in the Order of the President of the NBP of 20 February 2017 on the Method of Numbering Bank Accounts Maintained at Banks (as amended), we may refuse to accept a deposit made via Poczta Polska.

Article 62

1. The moment when Poczta Polska accepts a correctly prepared deposit slip is the moment when the bank receives a payment order within the meaning of the Act on Payment Services through the agency of Poczta Polska.
2. An open postal cash deposit made to the client's bank account maintained with the bank is available in the account on the value date, but not later than on the next business day for the bank upon receipt of a correct open postal cash deposit order.

Article 63

The temporary lack of access to the service in a given Poczta Polska branch does not constitute a violation of the provisions of the Regulations.

Article 64

If a person who is not the client's representative in line with the applicable company representation rules wants to deposit an amount exceeding EUR 1,000, they must have a power of attorney for deposits exceeding EUR 1,000 (Appendix No. 8).

11. Closed postal deposit

Article 65

We accept closed cash deposits from the client through the agency of Poczta Polska.

Article 66

1. The client uses the closed postal deposit service in PP locations / cash processing centres agreed on with us.
2. The client indicates the cities or locations where they want to use closed postal deposits in the application. We confirm this information in the list of locations of mBank's client.
3. If the client wants to add or delete a PP location / cash processing centre to/from the list, they provide us with information needed to prepare a new list of locations of mBank's client. The change is effective as of the date when the document is signed by us and by the client, but not earlier than 14 days after we have been provided with the said information.

Article 67

In the application, in the list of locations of mBank's client, the client provides a PLN bank account. We will credit the postal deposits made by the client to this account after counting them.

Article 68

1. If the bank account number provided by a client on a bank deposit slip does not match the bank account number provided in the application, we deem the account number provided in the application to be correct. This account will be credited with the deposit amount.
2. The value of the cash bundle(s) accepted through the agency of Poczta Polska cannot exceed PLN 500,000.00 at a time.

Article 69

1. A deposit slip is a confirmation of the acceptance of a deposit by a PP location / cash processing centre. It is filled out by the client and confirmed by an employee of a PP location / cash processing centre by means of a date stamp or a hand-written, legible date and signature.
2. The client fills out a deposit slip legibly, in line with the instruction provided therein, without any deletions or corrections. A deposit slip has two copies (carbon duplicate paper). One copy is appended to the cash bundle (on the outside) and the second copy serves as a confirmation of the collection of the cash bundle from the client upon confirmation by an employee of a PP location / cash processing centre.
3. The client deposits money in a designated PP location / cash processing centre within the hours determined in the list of locations of mBank's client.

Article 70

1. Closed deposits accepted by Poczta Polska are counted jointly by two employees of Poczta Polska in the client's absence.
2. If there is a mismatch between the declared amount and the counted amount, Poczta Polska will draw up a mismatch report (its template is presented in Appendix No. 3).
3. Poczta Polska prepares a separate mismatch report for each deposit.
4. Poczta Polska submits a mismatch report to us and we notify the client of the identified mismatch. We provide the client with the mismatch report received from Poczta Polska.
5. In the case of a mismatch between the amount of a deposit and the amount stated on the deposit slip, the mismatch report referred to in Article 70 (3) is the sole basis for crediting the client's bank account with funds. The client undertakes to provide the bank forthwith with a written explanation of the identified mismatch.

Article 71

1. The moment when mBank receives a deposit within the meaning of the Payment Services Act is the moment when we receive:
 - 1/ an oral instruction to make a deposit,
 - 2/ a bank deposit slip.
2. The dates and times when Poczta Polska accepts deposits are set out in the application.
3. A closed postal cash deposit made to the client's bank account maintained with the bank is available in the account on the value date, but not later than on the next business day for the bank upon receipt of a correct closed postal cash deposit order.

Article 72

1. A closed postal cash deposit accepted through the agency of Poczta Polska can only be made with the use of cash bundles.
2. We make the service available not later than within 30 days from the application submission date.

Article 73

1. The client undertakes to observe the bank's rules on counting, packing and labelling the packaging of closed deposits.
2. Cash should be carefully packed, adequately labelled and secured in a way that makes it impossible to open the bundle without evidence of tempering.
3. Cash should be sorted, organised and labelled. This means that:
 - 1/ banknotes must not:
 - a/ be worn out,
 - b/ be damaged,
 - c/ have indecipherable numbers or series numbers.

The principles and procedure for exchanging worn out or damaged banknotes are laid down in Regulation No. 31/2013 of the President of the National Bank of Poland of 17 December 2013 on Detailed Principles and Procedure for Exchanging Banknotes and Coins which Cease to Be Legal Tender in the Republic of Poland as a Result of Wear of Damage (Official Journal of the NBP of 2022, item 23, as amended),

- 2/ banknotes should be banded into complete bundles of 100 notes of one face value each. The following information should be provided on the band:
 - a/ deposit date,
 - b/ number of coins,
 - c/ face value,
 - d/ counted amount, and
 - e/ legible signature of the person who prepared the bundle,
- 3/ coins packed into rolls or bags cannot be damaged, mutilated, corroded or worn out. The following information should be provided on the label of a bag or roll:
 - a/ deposit date,

- b/ number of coins,
 - c/ face value,
 - d/ counted amount, and
 - e/ legible signature of the person who prepared the bag or roll.
4. Inside a cash bundle, the client puts a specification, i.e. a list of deposited monetary values, signed and stamped with a company stamp, in accordance with the bank deposit slip.
 5. A cash bundle must be secured against tearing and damage. The client attaches one copy of the bank deposit slip to the bundle (on the outside), and the other copy constitutes a confirmation of the delivery of the bundle by the client (and is provided to the client) once an employee of a PP location / cash processing centre confirms its receipt thereon.
 6. Prior to handing over a cash bundle, the client verifies whether the person accepting the cash bundle in a PP location / cash processing centre is authorised to do so by Poczta Polska.
 7. Poczta Polska refuses to accept a cash bundle which is not prepared or labelled in line with the principles specified in this paragraph or which shows evidence of tampering.
 8. We can charge an additional fee for accepting a bundle as per the Tariff of Banking Fees and Commissions. This is the case where the client fails to observe the rules on counting, packing and labelling the packaging of bundles set out in the Regulations.
 9. Closed deposits can be submitted in bundles other than mBank-issued bundles. In order to use such a bundle, the client must provide us with the following before making a deposit:
 - 1/ test report prepared by the Institute of Precision Mechanics or another certifying unit accredited by the Polish Centre for Accreditation, or
 - 2/ statement confirming that a test report (whose contents must be approved by us) has been issued for the given bundle.

Article 74

1. Addition or deletion of a PP location / cash processing centre to or from the list of locations serving the bank's client or any other amendment to the application does not require the preparation of a new application.
2. The temporary unavailability of the service in a given PP location / cash processing centre does not constitute a violation of the provisions of the Regulations.

12. Closed deposits made by the client personally / by an authorised person in a sorting facility

Article 75

1. To use the service, the client must make the required statements included in the application.
2. If deposits are to be made by authorised persons, the client must provide us with a list of authorised persons via mBank CompanyNet (its template is presented in Appendix No. 2).

Article 76

1. The client makes closed cash withdrawals based on a withdrawal instruction (its template is presented in Appendix No. 9).
2. The withdrawal instruction should specify: withdrawal date; name and address of the client; withdrawal amount in digits and in words; withdrawal currency; account number from which the withdrawal is to be made; face value of banknotes/coins; as well as first name, surname and number of the valid identity document of the person authorised by the client to collect the closed withdrawal.
3. The client submits the withdrawal instruction:
 - 1/ via mBank CompanyNet,
 - 2/ personally in a branch.
4. The client must sign the withdrawal instruction in accordance with the general rules of the client's representation. If the client submits the instruction via online banking, the instruction is deemed signed when authorised in the system by authorised persons.
5. If the withdrawal instruction filled out by the client contains errors as compared with the template, we do not process it.
6. In the case described in Article 76 (5), our employee notifies the persons authorised to contact the bank by phone that we were unable to execute the withdrawal and indicates the reason for it. Then, the employee confirms this information in writing.

Article 77

1. The moment of receipt of a withdrawal instruction within the meaning of the Act on Payment Services by mBank is the moment when the bank receives a withdrawal instruction from the client. A withdrawal instruction received after the cut-off time is deemed received on the next business day.
2. Information about cut-off times and dates of executing the client's instructions as well as forms and rules applied in money settlements can be found in the bank's branches or on our website.

Article 78

1. When we receive a withdrawal instruction, we freeze an amount equivalent to the amount stated in the instruction in the client's bank account. The client is thus not able to use the frozen amount. The freeze is made between 3:30 p.m. and 4 p.m., one business day before the withdrawal. If the withdrawal is not executed within the time set out in the instruction, the frozen amount is released by the end of the day on which the withdrawal was to be made.
2. If there are insufficient funds in the client's account, we may refuse to execute a withdrawal instruction, which we will communicate to the client.

Article 79

1. Cash bundles are prepared and packed jointly by at least two people in accordance with the client's withdrawal instruction.
2. We ensure that cash is prepared in an appropriate manner – that the overall amount of the withdrawal is the same as stated in the withdrawal instruction and that cash is handed to a person authorised by the client.
3. A copy of the instruction is placed in the cash bundle.

Article 80

1. We can divide one withdrawal into several cash bundles. If this is the case, we write the numbers of all cash bundles (or if cash is delivered in bags – the number of bags and seal numbers) on the withdrawal instruction.
2. If the client withdraws money in different currencies, we prepare separate cash bundles for each currency.

Article 81

1. The client must collect the withdrawals on the day provided in the withdrawal instruction.
2. If the client changes the withdrawal instruction, we consider it to be a new instruction replacing the previous instruction.

Article 82

The withdrawn cash is counted jointly by at least two people acting on behalf of the client.

Article 83

1. Where there is a discrepancy (a mismatch between the delivered withdrawal amount and the amount specified in the withdrawal instruction), the client draws up three copies of a written mismatch report, one for the bank, one for the client and one for the sorting facility.
2. A mismatch report should include:
 - 1/ first names, surnames and signatures of the persons who counted the delivered cash and found a mismatch,
 - 2/ date on which the withdrawal was received and counted,
 - 3/ type of mismatch (shortage or excess of cash),
 - 4/ face value of cash received,
 - 5/ mismatch amount.
3. The client attaches components of the packaging that contained the discrepant amount to the mismatch report.
4. A mismatch is compensated by crediting or debiting the client's bank account from which the withdrawal was made.

Article 84

If the client reports a mismatch between the declared withdrawal amount and the withdrawn amount, we take it into account provided that:

- 1/ the client reported it immediately and submitted a mismatch report to the bank on the next business day following the cash withdrawal at the latest,
- 2/ we had excess cash at the bank or in the sorting facility on the day on which the client discovered the shortage,
- 3/ the excess cash is linked to the shortage discovered by the client,
- 4/ the shortage was identified by the client's representatives acting jointly and the client made a written complaint.

Article 85

The client is liable for the delivered cash from the moment the person authorised to collect cash puts their signature on the withdrawal instruction. Persons authorised to collect cash must be included in the list of authorised persons (Appendix No. 2 to the Regulations).

Article 86

We book the client's withdrawals and debit them to the bank accounts of the client indicated in the withdrawal instruction.

Article 87

Activities related to the execution of closed withdrawals may be performed by a sorting facility on our behalf.

Article 88

We notify the client in writing or via mBank CompanyNet of the name and address of the sorting facility which makes closed withdrawals for a given organisational unit of the client. If the data of the sorting facility changes, we inform the client thereof. A change to this data is not tantamount to a change to the service.

Article 89

The client returns cash bundles (unless they are disposable) to us immediately after making a closed cash withdrawal. If the client fails to do this within three business days from the issue of cash bundles by a sorting facility, we have the right to charge the client a fee for preparing a collective package for coins or banknotes in line with the Tariff of Banking Fees and Commissions.

13. Closed withdrawals made at a sorting facility through the agency of a cash-in-transit company indicated by the client

Article 90

1. To use the service, the client must make the required statements included in the application.
2. In the statement, the client provides:
 - 1/ client's full company name,
 - 2/ tax identification number (NIP),
 - 3/ name and address of the cash-in-transit company the client will be using or already uses.If the client has not concluded a cash transport agreement with a cash-in-transit company, they need to conclude such an agreement.
3. Through the agency of a sorting facility, we count cash, prepare cash bundles and debit the closed withdrawal account in the client's absence.
4. Before we provide the service, the client must provide us with a list of transport guards (its template is presented in Appendix No. 4 to the Regulations) via mBank CompanyNet.

Article 91

1. The client orders a closed cash withdrawal based on a withdrawal instruction prepared in accordance with the withdrawal instruction template (Appendix no. 9 to the Regulations).
2. A withdrawal instruction should contain:
 - 1/ withdrawal date,
 - 2/ name and address of the client,
 - 3/ withdrawal amount in digits and in words,
 - 4/ withdrawal currency,
 - 5/ account number from which the withdrawal is to be made,
 - 6/ face value of the withdrawal,
 - 7/ first name, surname, series and number of the valid identity document of the person authorised by the client to collect the closed withdrawal.If the withdrawal is to be executed in a sorting facility by a cash-in-transit company, the instruction should also contain: the first name and surname, series and number of the valid identity document of the authorised person on the part of the cash-in-transit company and the cash delivery destination.
3. If the client changes the cash-in-transit company or if the company's data changes, the client submits an application containing information about these changes.
4. The client submits the withdrawal instruction:
 - 1/ via mBank CompanyNet,
 - 2/ personally in a branch.

5. The client must sign the withdrawal instruction in accordance with the general rules of the client's representation. If the client submits the instruction via the electronic banking system, the instruction is deemed signed when authorised in the system by authorised persons.
6. If the withdrawal instruction filled out by the client contains errors as compared with the template, we do not process it.

Article 92

1. The moment of receipt of a withdrawal by the bank within the meaning of the Act on Payment Services is the moment when the bank receives the withdrawal instruction.
2. A withdrawal instruction received after the cut-off time is deemed received on the next business day.
3. Information about cut-off times and dates of executing the client's instructions as well as forms and rules applied in money settlements can be found in the bank's branches or on our website.

Article 93

1. When we receive a withdrawal instruction, we freeze an amount equivalent to the amount stated in the instruction in the client's bank account. As a result, the client is not able to use the frozen amount. The freeze is made between 3:30 p.m. and 4 p.m., one business day before the withdrawal. If the withdrawal is not executed within the time set in the instruction, the frozen amount is released by the end of the day on which the withdrawal was to be made.
2. If there are insufficient funds in the client's account, we may refuse to execute the withdrawal instruction, which we will communicate to the client.

Article 94

1. Cash bundles are prepared and packed jointly by at least two people in accordance with the client's withdrawal instruction.
2. We ensure that cash is prepared in an appropriate manner, i.e. that the overall amount of the withdrawal is the same as stated in the withdrawal instruction and that cash is handed to a person authorised by the client.
3. A copy of the instruction is placed in the cash bundle.

Article 95

1. We can divide one withdrawal into several cash bundles. If this is the case, we write the numbers of all cash bundles (or if cash is delivered in bags – the number of bags and seal numbers) on the withdrawal instruction.
2. If the client withdraws money in different currencies, we prepare separate cash bundles for each currency.

Article 96

1. The client must collect withdrawals on the day provided in the withdrawal instruction.
2. If the client changes a withdrawal instruction, we consider it to be a new instruction replacing the previous instruction.

Article 97

A cash bundle is opened and the withdrawn cash is counted jointly by at least two people acting on behalf of the client.

Article 98

1. Where there is a discrepancy (a mismatch between the delivered withdrawal amount and the amount specified in the withdrawal instruction), the client draws up three copies of a written mismatch report, one for the bank, one for the client and one for the sorting facility.
2. A mismatch report should include:
 - 1/ first names, surnames and signatures of the persons who counted the delivered cash and found a mismatch,
 - 2/ date on which the withdrawal was received and counted,
 - 3/ type of mismatch (shortage or excess of cash),
 - 4/ face value of the cash received,
 - 5/ mismatch amount.
3. Components of the packaging that contained the discrepant amount must be attached to the mismatch report.
4. A discrepancy is compensated by crediting or debiting the client's bank account from which the withdrawal was made.

Article 99

If the client reports a cash shortage, we accept it provided that:

- 1/ the client reported it immediately and submitted the mismatch report to the branch on the next business day following the cash withdrawal at the latest,
- 2/ we had excess cash at mBank or in the sorting facility on the day on which the client found the shortage,
- 3/ the excess cash is linked to the shortage found by the client,
- 4/ the shortage was identified by the client's representatives acting jointly and the client made a written complaint.

Article 100

1. The client notifies the cash-in-transit company of the principles of collecting cash bundles laid down in the Regulations and the application. The client notifies the cash-in-transit company that the company has to:
 - 1/ present an identity document,
 - 2/ collect money in intact cash bundles,
 - 3/ check if the cash bundle numbers match the numbers written in the withdrawal instruction,
 - 4/ sign the original withdrawal instruction if the cash bundle numbers match the numbers written in the withdrawal instruction,
 - 5/ draw up two copies of a cash-in-transit service report, one for the client and one for the cash-in-transit company,
 - 6/ deliver and hand over the closed cash withdrawal to a person authorised by the client, and
 - 7/ notify the cash-in-transit company that it is liable for the transported cash:
 - a/ from the moment an employee of the cash-in-transit company signs the withdrawal instruction,
 - b/ until the moment cash is delivered to a pre-defined location and a person authorised by the client to collect it signs the cash-in-transit service report (its template is presented in Appendix No. 10).
2. If an employee of the cash-in-transit company identifies that the cash bundle seal / cash bundle bag seal is damaged, they are obliged to refuse to collect it.
3. The cash-in-transit company delivers closed cash bundles with the required annotations to the location specified in the withdrawal instruction and hands them over to the person named in the withdrawal instruction.

Article 101

1. The client collects an intact cash bundle through an authorised employee in the location specified in the withdrawal instruction.
2. The person collecting the cash undertakes to make sure that the cash bundle is intact.

Article 102

If a cash bundle is intact, the person collecting the cash bundle signs the cash-in-transit service report (its template is presented in Appendix No. 10).

Article 103

If the person collecting the cash establishes that the cash bundle or seal has been damaged, they open the cash bundle and count the cash together with another person / other persons (at least two persons must jointly open and count the cash) in cooperation with the cash-in-transit company.

14. Open and closed withdrawals made personally at the bank's cash desk

Article 104

1. The client makes closed cash withdrawals based on withdrawal instructions (its template is presented in Appendix No. 9).
2. The withdrawal instruction should specify: withdrawal date, name and address of the client, withdrawal amount in digits and in words, withdrawal currency, account number from which the withdrawal is to be made, face value of banknotes/coins, as well as first name, surname, series and number of the valid identity document of the person authorised by the client to collect the closed withdrawal.
3. The client submits the withdrawal instruction:
 - 1/ via mBank CompanyNet,
 - 2/ personally to a corporate branch and retail branch,
 - 3/ personally in a retail branch.

Article 105

1. If an open withdrawal does not require prior notification as its value does not exceed PLN 20,000 or EUR/USD 500, the client may collect it on the same day based on an electronic or a hard-copy withdrawal instruction.
2. The client may submit a closed or an open withdrawal instruction at the bank's cash desks, one day before the planned withdrawal, by 11:00 a.m.
3. The client may collect the closed or open withdrawal at the bank's cash desks on the business day following the day of submitting the withdrawal instruction, after 2:00 p.m., provided that the condition specified in Article 105 (2) is met.

Article 106

1. If the client makes a closed withdrawal at the bank's cash desk, the person who collects the cash bundle should make sure that it is intact.
2. The person collecting the withdrawal must check if the cash bundle number is the same as the number provided by the branch employee in the withdrawal instruction and if the cash bundle is intact.
3. If the numbers are the same and the cash bundle is intact, the person collecting it signs the withdrawal instruction.
4. If the person collecting the cash bundle identifies that the cash bundle seal / cash bundle bag seal is damaged, they are obliged to refuse to collect it.

Article 107

1. Cash withdrawals are made solely in PLN, EUR and USD.
2. Open and closed cash withdrawals in coins are made solely in PLN.

15. Closed withdrawals with a cash-in-transit service

Article 108

1. We execute closed withdrawals in the organisational units of the client.
2. As regards closed withdrawals, we perform the following services:
 - 1/ we prepare closed withdrawals on the basis of the withdrawal instructions received from the client,
 - 2/ we deliver closed withdrawals to the organisational units of the client through the agency of the cash-in-transit company which signed a relevant agreement with the bank,
 - 3/ we provide closed withdrawals through the agency of authorised employees of the cash-in-transit company to authorised employees of the client in the organisational units of the client.
3. Before the service provision, the client submits, via mBank CompanyNet, a list of persons authorised by the client to collect closed withdrawals (its template is presented in Appendix No. 2 to the Regulations). The list is signed by authorised persons on behalf of the client and the bank.
4. The client must notify us if the authorisation of a person entered in the list of persons authorised to collect closed withdrawals has expired or if a new person has been granted the authorisation. The client updates the list in a written form via mBank CompanyNet or in a branch.

Article 109

1. We entrust the performance of activities related to the provision of the services to the cash-in-transit company and to the sorting facility. We are obliged, on each occasion, to inform the client in writing about the name and address of the registered office of the cash-in-transit company and the sorting facility and about each change in the name and the address.
2. We provide the client with a list of cash-in-transit companies (its template is presented in Appendix No. 4 to the Regulations) authorised by us to perform activities related to the provision of the services. The list will be provided via mBank CompanyNet. The client receives a document drawn up for every organisational unit from which the cash-in-transit company collects closed withdrawals.

Article 110

1. The client may set a schedule of closed withdrawals (upon prior consultation with us).
2. The client may order on-demand closed withdrawals two business days prior to the agreed time and day of the cash-in-transit service.
3. Our employee will notify the client if we are unable to execute an on-demand closed withdrawal at the time requested.
4. The cash-in-transit company arrives at the organisational unit of the client with closed withdrawals on days and at times set forth in the schedule of closed withdrawals. In the case of an on-demand closed withdrawal and cash-in-transit service, the date is specified in the withdrawal instruction, subject to Article 112 (1)–(3).

Article 111

The bank is authorised to prepare and deliver to the client closed withdrawals through the agency of the sorting facility and the cash-in-transit company in the client's absence, subject to Article 112.

Article 112

1. The client must ensure that there are sufficient funds in their bank account for withdrawals one day before the withdrawal, by 3:00 p.m., in order to make the closed withdrawal.

2. The client submits a withdrawal instruction:
 - 1/ via mBank CompanyNet,
 - 2/ in a branch.
3. The instruction names the organisational unit of the client to which the closed withdrawal is to be delivered.
4. If a closed withdrawal is made within the schedule, the client must submit the withdrawal instruction not later than two business days prior to the execution date of the closed withdrawal specified in the schedule.
5. The moment of receipt and approval of a correct payment order by the bank is deemed to be the moment when we receive a closed withdrawal within the meaning of the Payment Services Act, as amended. For the aforesaid to be valid, the execution of the payment order must begin on the day specified in the withdrawal instruction approved by the bank.
6. If we receive a closed withdrawal instruction after 10:00 a.m. on a business day, we consider it received on the following business day.
7. If we are unable to execute an on-demand closed withdrawal within the time specified in the withdrawal instruction, we will reject the instruction.
8. We prepare a closed withdrawal in the amount indicated by the client in the withdrawal instruction. If we are unable to deliver cash with a desired face value, we will replace it with cash with the next lower face value or, if we do not have the cash with such a face value, we will replace it with the next higher face value.
9. If the client fails to provide us with a withdrawal instruction within the schedule, it does not mean that the client decided not to make the withdrawal. The client undertakes to inform us whenever they decide not to make a closed withdrawal. If the client fails to do so, we will charge the client all the costs of preparing the closed withdrawal and the cash-in-transit service.
10. We will debit the withdrawal account with the amount of the closed withdrawal on a business day preceding the execution date of the instruction which arises from the schedule. The bank is irrevocably authorised to charge the amounts stipulated in the previous sentence based on the application.

Article 113

1. Upon the delivery of a closed withdrawal to an organisational unit of the client by the cash-in-transit company, an authorised employee of the client will certify the receipt of the closed withdrawal on the cash-in-transit service report (its template is presented in Appendix No. 9).
2. The client may refuse to accept a closed withdrawal upon identifying that the cash bundle is damaged.
3. The cash-in-transit company will refuse to hand over a closed withdrawal to any persons other than those entered in the List of Authorised Persons (its template is presented in Appendix No. 2 to the Regulations).

Article 114

1. The withdrawn cash is counted jointly by at least two people acting on behalf of the client within three business days upon the receipt of a withdrawal.
2. If the client identifies that the amount of a closed withdrawal delivered does not match the amount indicated in the withdrawal instruction, the client draws up a mismatch report. The client signs the mismatch report in accordance with the signature specimen card and sends it to us.
3. A mismatch report should include:
 - 1/ first names, surnames and signatures of the persons who counted the delivered cash and found a mismatch,
 - 2/ date on which the withdrawal was received and counted,
 - 3/ type of mismatch (shortage or excess of cash),
 - 4/ face value of the cash received,
 - 5/ mismatch amount.
4. The client may lodge a complaint based on a mismatch report. The bank will use the mismatch report drawn up by the sorting facility as a binding document on the basis of which it will book the amount of the mismatch. The bank will book the amount of the mismatch in the client's account indicated in the application within two business days from the day of the bank's receipt of the mismatch report from the sorting facility.
5. If funds in the client's account are insufficient to cover the payment, we will charge the payment to other accounts of the client maintained with the bank. We need no separate instruction to do so. We will convert the funds held in such accounts, if necessary, in accordance with the rules applicable at the bank and at the exchange rates valid on the conversion date.

Article 115

The cash-in-transit service report is the only proof of making a closed withdrawal. The fact of debiting the client's account is confirmed by a bank account statement and, if applicable, by mismatch reports.

16. Service cancellation

Article 116

1. The client may cancel the services listed in Article 6 (1) (1)-(7) and (9)-(14) at any time. The notice period is 30 days counted from the day on which the client submits the cancellation application.
2. The client may cancel the service of making deposits using client-operated cash deposit machines referred to in Article 6 (1) (8) with a three-month notice period, without stating the reason, upon submitting the cancellation application.
3. If the client decides to cancel a service, the client must notify all the persons authorised to making deposits/withdrawals of the cancellation.
4. If the client changes the account type to an account for which a given service is unavailable, it does not mean that the client has decided to cancel the service.
5. Agreement termination is tantamount to cancelling a service.

Article 117

The client can apply for cancelling one or more services:

1. via mBank CompanyNet,
2. in writing – in a branch.

17. Final provisions

Article 118

1. The type and amount of fees and commissions for the services and other activities connected with the services listed in Article 6 (1), as well as for items, packaging and devices related to making closed cash deposits are specified in the Tariff of Banking Fees and Commissions of mBank for SME and Corporates and/or in the cash service application.
2. We charge the fees or commissions referred to in Article 118 (1) separately for each transaction by debiting the client's bank accounts.
3. Information about changes in fees and commissions is made available on the bank's website.

4. If there are insufficient funds in the client's account to charge a commission, we may charge it by debiting the account.

Article 119

The provisions of Chapter II of the Payment Services Act of 19 August 2011 (except for Article 32a) as well as the provisions of 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, and, whenever acceptable, other laws which modify or amend the said provisions, do not apply to the payment services provided under the agreement.

Article 120

1. The Regulations are binding on the client throughout the service lifetime.
2. The matters not covered by the application or the Regulations are governed by the relevant laws, in particular the Civil Code Act of 23 April 1964, as amended, the Banking Law Act of 29 August 1997, as amended, the Payment Services Act of 19 August 2011, as amended, and the Foreign Exchange Law Act of 27 July 2002, as amended, together with the implementing acts.
3. As regards liability and damages sought on account of a breach of the Regulations, generally applicable provisions of law apply.

Article 121

1. We will change mBank's remuneration for the services once a year, with effect as of 1 January of the year in which the change is made. We will change the remuneration amount based on the values announced by Statistics Poland (GUS) in accordance with the vector and value of indicators for the previous year:
A – Wage Index – means the percentage change in wages by an annual average index according to Statistics Poland (GUS) (i.e. the index for the previous year relative to the preceding year) – the average employment in the businesses sector, according to the index 'excluding profit distributions';
B – Fuel Index – means the percentage change in the price of fuel by an average index according to Statistics Poland (GUS) (i.e. the index for the previous year in relation to the preceding year) determined on the basis of publications announced in the GUS Statistical Bulletin in the section 'use of private means of transport – fuels';
C – Inflation Index – means the percentage increase in the price of consumer goods (CPI) according to the GUS index.
Price indexation components:
Wage Index – A 50%
Fuel Index – B 20%
Inflation Index – C 30%
Total 100%
2. By the time GUS announces the official indices, settlements between mBank and the client will be carried out based on rates applicable before the change, and in the month following the announcement of the indices, mBank and the client will perform relevant adjustments by issuing correction invoices.
3. The first change will be performed in the year following the year of signing the application and in the year when the indices are announced, with effect from 1 January, based on the indices announced for the period between 1 January and 31 December of the given year.
4. At the same time, the Parties declare that, in the event of changes in the law or its interpretation, they will enter into negotiations in good faith in order to establish a new price for the services and its validity period.

Article 122

1. The Parties are liable to each other for damage caused by non-performance or defective performance of a service. The principles of liability are laid down in the Civil Code, the Banking Law Act, and the Payment Services Act. The Parties are not liable for lost profits.
2. The client may file a complaint about the services provided by the bank under the agreement:
1/ in any branch offering customer service. The list of the bank's branches and their addresses is available on our official website,
2/ in writing or orally (over the phone or when talking to our employee) and
3/ electronically, in particular via the mBank CompanyNet system.
3. A complaint should include:
1/ detailed description of the incident raising reservations,
2/ the client's expectations as to the manner of resolving the complaint,
3/ the client's bank account number, name, statistical number (REGON), and
4/ details of the person filing the complaint (first name, surname, telephone number and email address).
4. We handle complaints as soon as possible. The complaint should be handled within 15 business days from the date of its receipt by the bank. In particularly complicated cases, we will prolong the complaint handling process to a maximum of 35 business days. We will notify the client of this fact.
5. Having handled the complaint, we will notify the client of the results. We respond to complaints in writing or using another durable medium.
6. Should the complaint be rejected, the client may request the bank to review the complaint again. The client files the request in writing within 14 days from the date of receipt of the reply to the complaint, providing the data referred to in Article 122 (3).
7. Regardless of the complaint handling process, clients have the right to assert claims against us in accordance with the generally applicable laws.
8. Our operation is supervised by the Polish Financial Supervision Authority.

Article 123

1. We can amend the provisions of the Regulations for Cash Services during the term of the bank account agreement.
2. We provide the client with the new wording of the Regulations for Cash Services or the information on the amendments:
1/ via a link on the login page of the mBank CompanyNet system, and
2/ on the bank's website
3. In this case, we provide information on the date of publication of amendments to the Regulations for Cash Services and the effective date of the amendments on the login page of the mBank CompanyNet system and on the bank's website.
4. The day of the delivery of the amended Regulations for Cash Services to the client is considered to be the eighth day from the date of their publication on the bank's website.
5. The Client undertakes to read, at least once a week, the information published:
1/ on the login page of mBank CompanyNet,
2/ on the bank's website.
6. The client's refusal to accept amended provisions of the Regulations for Cash Services should be filed in writing. The client's refusal should be filed within 14 days from the delivery of the new wording of the Regulations for Cash Services of the notification of amendments to the Regulations for Cash Services. By refusing to accept the amendments, the client terminates the cash services.
7. If the client does not file their refusal to accept the amended Regulations for Cash Services within 14 days from the date of their publication on the website, we will conclude that the client has accepted them.

Appendices:

Appendix No.1 – Front Office Cash Deposit Machine Deposit Slip and Cash Collection Slip

Appendix No. 2 – List of Authorised Persons

Appendix No. 3 – Mismatch Report

Appendix No. 4 – List of Transport Guards

Appendix No. 5 – Instruction to Provide an On-demand Cash-in-transit service

Appendix No. 6 – Delivery and Activation Protocol

Appendix No. 7 – On-site Inspection Report

Appendix No. 8 – Power of Attorney for Deposits of more than EUR 1,000

Appendix No. 9 – Closed Cash Withdrawal Instruction

Appendix No. 10 – Cash-in-transit Service Report

Appendix No. 11 – Front Office Cash Deposit Machine Lessor's Statement

Appendix No. 12 – Open Cash Withdrawal Instruction