mBank

RULES

MultiCash Electronic Customer Service System

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Chapter 1
General Provisions

§ 1

In these rules, we specify the principles under which customers may use the **MultiCash system** which we make available based on the agreement on using the MultiCash Electronic Customer Service System.

§ 2

We use the following terms in the rules in the following meaning:
1/ **bank, we** – mBank Spółka Akcyjna with its registered office in Warsaw,
2/ **whitelist** – electronic list of entities registered as VAT payers, unregistered entities, and entities removed and re-entered in the VAT register, maintained by the Head of the National Revenue Administration. The whitelist is maintained in accordance with the Act of 12 April 2019 on Amendments to the Goods and Services Tax Act and Certain Other Acts,
3/ **business day** – any day except for Saturdays and Sundays and other statutory holidays,
4/ **identification card** – identification card with information about processing personal data, being Appendix 3 to the agreement,
5/ **password of private key of electronic signature** – authentication factor, set individually during installation by each user. The password secures against unauthorised access to the private key of electronic signature,
6/ **IBAN** – International Bank Account Number used in cross-border settlements. It is specified in Order of the President of the National Bank of Poland No. 7/2017 of 20 February 2017 on the method of numbering banks and bank accounts,
7/ **NRB** – Bank Account Number used in domestic settlements, specified in the Order referred to in point (8) above,
8/ **customer** – a natural person conducting business activity, legal person or organisational unit without legal personality, provided it has legal capacity, being a holder of a (current or auxiliary) bank account operated by the bank,
9/ **KRS** – an extract from the National Court Register or a printout from the online National Court Register entity search engine available on the website of the Ministry of Justice,
10/ **electronic signature keys** – private key of electronic signature and public key of electronic signature, which do not have the legal consequences of a personal signature, under the Act on Trust Services and Electronic Identification of 5 September 2016,
11/ **initializing letters** – letters printed or generated in the electronic form (in PDF format, on the bank's server), which include information about a given user and information about parameters of connecting with the MultiCash server,
12/ **location** – place indicated by the customer, in which the customer uses the MultiCash software,
13/ **branch** – a corporate branch of the bank operating a current or auxiliary bank account of the customer,
14/ **MultiCash software** – part of the MultiCash system consisting of software which we provide to the customer on the terms specified in the agreement and the rules,
15/ ***.BPD file** – file making it possible to establish telecommunications connection between the customer and the bank, access banking information and place orders,
16/ **electronic signature** – data in the electronic form, which together with other data to which they have been attached or with which they are logically connected, identify the person putting the electronic signature,
17/ **distributed electronic signature** – two or more different electronic signatures sent from various locations,
18/ **private key of electronic signature** – unique and user assigned data, secured by password, constituting the first (private) part of the key of electronic signature. It is stored by the user and used together with the public key of electronic signature to put electronic signature,
19/ **public key of electronic signature** – unique and user assigned data, constituting the second (public) part of the key of electronic signature stored on the bank server. It is used (together with the private key of electronic signature) to put electronic signature,
20/ **rules** – these Rules "MultiCash Electronic Customer Service System",
21/ **our website** – Internet site of mBank Group available at http://www.mbank.pl,
22/ **MultiCash system** – the MultiCash Electronic Customer Service System. It is a set of compatible IT devices and software:
  a/ functioning within the client-server architecture, where the MultiCash server provides services to customers requesting a service with the use of software cooperating with the MultiCash server,
  b/ ensuring that orders are placed and processed, and data are sent and received via communication with the MultiCash server,
23/ **agreement** – the agreement on using the MultiCash Electronic Customer Service System,
24/ **authorised employee** – an employee of a given branch, authorised to represent the bank while performing activities specified in the rules, in accordance with internal regulations of the bank,
25/ **user** – a natural person who is authorised to use the MultiCash system on behalf of and for the benefit of the customer. The customer indicates the users in Appendix 1 to the agreement,
26/ **order** – an order to effect financial settlements through the agency of the bank or other service ordered by the customer electronically in the MultiCash system. Orders include in particular: domestic PLN transfer orders, foreign currency domestic transfer orders, international payment orders (including SEPA Credit

Transfer), transfers of contributions to the Social Insurance Institution (ZUS), direct debit or transfer to the Tax Office,

27/ **orders awaiting funds** – orders which we have not executed because of the lack of funds on the customer's bank account, but at the same time we have not refused to execute them. We will execute such orders if a sufficient amount of funds is transferred to the customer's bank account. We determine the cut-off time by which we need to book funds in the customer's bank account on the order execution date in the principles of executing payment orders. We publish the principles in the branches and on our website. If the customer fails to ensure funds in the bank account, we have the right to refuse to execute such orders in a given session or on a given date.

Chapter 2
Conditions for Making the MultiCash System Available

§ 3

1. We make the MultiCash system available to the customer who:
   1/ holds a current or auxiliary bank account with the bank,
   2/ has concluded the agreement with the bank.
2. The agreement is a master agreement in the meaning of the Act on Payment Services.
3. We disapply the following provisions to the payment services which we provide under the agreement:
   1/ Chapter II of the Payment Services Act of 19 August 2011 (except for Article 32a),
   2/ Articles 34, 35-37, 40 (3)-(4), 45, 46 (2)-(5), 47, 48, 51, and 144-146 of the Payment Services Act of 19 August 2011, and
   3/ whenever acceptable, other laws which amend the provisions under points (1) and (2).
4. In order to use the MultiCash system, the customer needs:
   1/ software with a communication module enabling communication with our MultiCash server. The detailed technical parameters are described in the MultiCash System Customer Authorisation Card, being Appendix 1 to the agreement,
   2/ access to the Internet, a computer with a USB port, and a printer.
5. To communicate with our MultiCash server, the customer may use software which:
   1/ we provide to the customer,
   2/ is owned by the customer and enables communication with the MultiCash server.
6. The network version of the MultiCash software which we install at the customer's requires that the workstation and the server be connected with the MS Windows LAN network with use of the TCP/IP protocol.

Chapter 3
Making the MultiCash System Available

§ 4

1. After the agreement is signed, the customer receives an e-mail containing the following:
   1/ initializing letters for particular users, or
   2/ *.BPD files.
2. We send the message to the e-mail address indicated by the customer in the MultiCash System User Authorisation Card (Appendix 2 to the agreement) as the "Person authorised to receive *BPD files or initializing letters".
3. When we receive the confirmation of receipt of the email from the customer, an authorised employee installs the MultiCash system at the customer's and conducts training in using the system.
4. The installation of the MultiCash system at the customer's takes place as follows:
   1/ the customer, acting with our support, parameterises the customer's software enabling communication with our server, or
   2/ we make our MultiCash software available to the customer and support the customer in its parametrisation.

Chapter 4
Security of the MultiCash System

§ 5

We identify the user by means of *.BPD files and the keys of electronic signature.

§ 6

1. The customer is obliged by the bank to secure appropriately *.BPD files, initializing letters and the keys of electronic signature against use by unauthorised persons. The customer is liable for the damage arising out of their unauthorised use.

2. The customer may use *.BPD files, keys of electronic signature and initializing letters solely for the purposes and in the scope defined in the rules and the agreement. We are not liable for the consequences of their use going beyond these purposes and scope.

3. The customer undertakes to secure all the devices used in electronic banking services with due diligence. In particular, the customer undertakes to:
   1/ protect such devices by means of relevant software,
   2/ not make such devices available to unauthorised persons.

4. The Bank is not liable for incorrect operation of the MultiCash system being the consequence of:
   1/ attempted software modifications by the users,
   2/ malicious software or other violation of computer security.

5. The customer is liable for incorrect operation of the devices used in electronic banking services in connection with malicious software installed on the devices.

§ 7

1. In the event of a suspicion that an order has been placed as a result of fraud or abuse, we have the right to suspend the execution of the order. We may make it conditional on an additional order confirmation obtained by phone from the user of the MultiCash system entitled to authorise orders. Suspending the execution of an order until we obtain such confirmation is not a breach of the Agreement.

2. The customer is obliged to keep up to date the personal data of the MultiCash system users (including their phone numbers and addresses), in particular in the case of any change, as provided in:
   1/ the MultiCash System User Authorisation Card, and
   2/ the Identification Card with Information about Processing Personal Data ("Identification Card"), being Appendix 3 to the agreement.
   We take no responsibility for damage caused by the customer's failure to update the data of the MultiCash system users.

3. The customer is charged with orders submitted by persons to whom the customer disclosed information on operation of the MultiCash system. The disclosure of such information may render ineffective the mechanisms ensuring security of orders.

§ 8

1. The customer is obliged to notify us forthwith of any damage to *.BPD files or keys of electronic signature or their loss by any of the users:
   1/ at the branch according to sub-paragraph 2 below,
   2/ by phone (801 273 273 or +48 22 6 273 273), subject to sub-paragraph 3,
   3/ via the mBank CompanyNet (message to the bank with the topic 'Other') signed by duly authorised representatives.

2. Reporting at the branch means a written notification delivered by the customer to the branch in person or sent by mail or by fax. The notification should be signed as per:
   1/ the valid certificate of entry in the business activity register, filed with the bank,
   2/ the valid copy of the relevant registration document, filed with the bank, or
   3/ presented relevant powers of attorney.

3. The customer should deliver a written notification at a branch within 7 business days after reporting by phone. The notification should be signed as per sub-paragraph 2.

4. In the case of reporting at a branch or by phone, the branch confirms the receipt of the customer's report, giving the date of receipt the report.

5. Next, we generate the *.BPD files again and make them available in the same way as when the agreement is signed (see § 4 for a description).

Chapter 5
Access to Banking Information

§ 9

1. We provide basic banking information to the customer via the MultiCash system, including:
   1/ information on the current balance and turnover in bank accounts indicated by the customer in the MultiCash System User Authorisation Card and the MultiCash System Customer Authorisation Card,
   2/ information on the refusal to execute orders placed by the customer via the MultiCash system,
   3/ foreign exchange rate tables quoted by the bank and the National Bank of Poland,
   4/ status reports of direct debit orders (if the customer uses this service).

2. This notwithstanding, we also undertake to provide the customer with banking information in the scope indicated by the customer in the MultiCash System Customer Authorisation Card.

3. The banking information which we provide in the MultiCash system does not replace bank documents.

4. Any change in the scope of banking information which we make available to the customer according to sub-paragraphs 1 and 2 is not deemed as an amendment to the rules.

5. The customer undertakes to familiarize himself/herself on an ongoing basis with the banking information which we provide to the customer.

Chapter 6
Execution of Orders

1. General Terms of Execution of Orders

§ 10

Only the users holding authorisation to place orders are authorised to place orders in the MultiCash system. The list of such users is defined in Appendix 2 to the agreement.

§ 11

1. The customer submits orders to the Bank with the use of the *.BPD files and keys of electronic signature. Orders so submitted are binding for the parties of the agreement.
2. Orders submitted by the customer to the bank should have the electronic signature or the distributed electronic signature.
3. We represent that we do not provide certification services based on the agreement.

§ 12

1. Orders may be submitted both on business days and holidays.
2. The time when a payment order is received within the meaning of the Act on Payment Services is:
   1/the time when we receive a correct payment order of the customer,
   2/ the bank's following business day if we receive the order after the cut-off time.
3. We execute orders submitted by the customer tagged as "orders awaiting funds" in accordance with the customer's instructions when funds are available in the account. Such orders are pending funds until the cut-off time for the acceptance of such orders on the execution date. The customer may present a written statement terminating this functionality to a branch. The customer may cancel an order up to the day preceding the order execution date, inclusive.
4. We make available the detailed information about the cut-off times and the order executing deadlines, the forms and principles we follow in the case of monetary settlements:
   1/in our customer service rooms, or
   2/ on our website at www.mbank.pl/aktualnosci/msp-korporacje.
5. The customer may cross-check a beneficiary's account against the **whitelist** provided to us by the Ministry of Finance in a flat file.
6. We execute orders submitted by the customer tagged as requiring a cross-check of the beneficiary's account against the whitelist only if the beneficiary's account is found on the list.
7. If the customer wants to execute an order that we have rejected due to the fact that the beneficiary's account was not found on the whitelist, the customer must submit the order again without the tag requiring a cross-check of the beneficiary's account against the whitelist.
8. We are not liable for:
   1/the beneficiary's account missing from the whitelist,
   2/ rejecting an order because the beneficiary's account is missing from the whitelist,
   3/ executing an order to an account missing from the whitelist if the customer did not order us to cross-check the account against the whitelist.
9. Customers will be able to use this service in the MultiCash system from the moment we make it available.

§ 13

1. We execute the customer's orders denominated in PLN or foreign currencies listed in the mBank S.A. Table of Exchange Rates. We apply the foreign exchange rates specified in the Table.
2. If it is necessary to convert the order amount, we settle the order using the sell exchange rate of the currency in our Table applicable at the time of execution of the order.
3. We may provide other terms of execution and conversion of orders in foreign currencies in separate agreements with the customer.

§ 14

1. Subject to sub-paragraph 2, for the Bank, an order submitted by the customer is:
   1/the final and binding instruction to debit the customer's bank account, and
   2/ an instruction to credit the bank account indicated in the text of the order.
2. The customer may cancel an order only before its execution.
3. We may charge a fee for cancellation of an order referred to in sub-paragraph 2. The amount of such a fee is defined in the "mBank Tariff of Banking Fees and Commissions for SME and Corporates" Section I Bank Accounts. It is an integral part of the agreement.
4. The provisions of this paragraph do not apply to the direct debit.

§ 15

1. We debit the customer's account, and are authorised by the customer to do so, with the amount of placed orders when we execute the order.
2. We may provide other terms of debiting the account in separate agreements with the customer.
3. The provisions of this paragraph do not apply to the direct debit.

§ 16

The detailed conditions for the execution of direct debits are laid down in the agreement on using direct debits. In addition, to submit a direct debit in the MultiCash system, the address of the debtor must be entered in the "City/Town" field on the screen:
1/only the letter "F" if the debtor is a natural person not conducting business activity,
2/   only the letter "P" in the case of other debtors.

§ 17

1. We confirm the execution of an order in a bank account statement in accordance with the bank account agreement.
2. Statements contain in particular information on executed orders, resulting settlements, and fees and commissions we have charged.

§ 18

We are not liable for:
1/any loss and distortion of or delay in the execution of orders caused during the time of processing the order through any wired or wireless device, and
2/   the effects of the execution of an order submitted by the customer.

§ 19

The customer who submits a foreign payment order is obliged to observe the provisions of the Foreign Exchange Act.

§ 20

The customer who places a foreign payment order is obliged to observe the laws and customs of the country in which the payment will be executed.

§ 21

The customer who submits a foreign payment order concerning funds from a loan granted by the bank is obliged to provide such information in the text of the order.

2. Special Terms of Execution of Foreign Currency Domestic Transfers and International Payments

§ 22

1. We execute foreign currency domestic transfers and international payments involving the following cost sharing options:

Cost sharing option	Who pays the cost?
SHA	commissions and fees are split between the customer (the ordering party) and the beneficiary, accordingly (the customer pays the commissions and fees of our bank and the beneficiary pays all other fees and commissions);
OUR	commissions and fees are paid by the customer (the ordering party) only;
BEN	commissions and fees are paid by the beneficiary only, i.e.:
	we debit the full amount of payment to the customer's (ordering party's) account specified in the order, and
	we reduce the amount of the transfer or payment by commissions and fees due to us and payable by the beneficiary.

2. We apply the following procedures to foreign currency domestic transfers and international payments depending on the transaction currency and the customer's choice:

Order execution mode	Execution date i.e. value date for the beneficiary's bank
STANDARD	D+2
URGENT	D+1
EXPRESS	D+0
	D is the day when we execute the customer's payment order. *The digit represents the number of days.*

3. Details of the availability of procedures for the execution of foreign currency domestic transfers and international payments are available in the current "mBank Tariff of Banking Fees and Commissions for SME and Corporates".

4. If the customer submits a foreign currency domestic transfer or international payment in breach of the provisions of the Act on Payment Services of 19 August 2011, we may, and we are authorised by the customer to do so, modify:
   1/ the order execution procedure (from STANDARD to URGENT),
   2/ the cost option (from BEN or OUR to SHA).

5. If there are any discrepancies between the BIC of the beneficiary's bank provided by the customer and the IBAN account of the beneficiary provided by the customer in the SEPA Credit Transfer, we may, and we are authorised by the customer to do so, set the BIC code of the beneficiary's bank on the basis of the IBAN account of the beneficiary.

Chapter 7
Limits in Order Execution

§ 23

1. We refuse to execute the customer's order if it does not comply with:
   1/ the agreement or the rules,
   2/ any other agreement concluded between the bank and the customer, in particular the agreement based on which we operate for the customer the current or auxiliary bank account used by the customer in the MultiCash system,
   3/ generally applicable laws.

2. We do not execute a foreign currency domestic transfer order or international payment order if the customer submits such order:
   1/ in a currency not supported by the Bank,
   2/ in an execution mode not supported by the bank for the currency of the customer's order, subject to § 22(4).

3. We may refuse to execute an order if:
   1/ the amount of the customer's order plus the fees or commissions due to us exceeds the customer's account balance,
   2/ the order does not contain the description of payment details,
   3/ the NRB or IBAN identifier in the order is incorrect (not in line with the standard set in the Regulation of the President of the National Bank of Poland, referred to in § 2(7)),
   4/ the order is submitted by a MultiCash system user entitled to authorise orders who:
      a/ fails to submit the Identification Card with Information about Processing Personal Data to the Bank's branch,
      b/ submits the Identification Card with Information about Processing Personal Data to the Bank's branch but the period of time which we require in order to enter the user's personal data into the system is still pending. That necessary period of time expires at the end of the next business day after the submission of the card.

4. Subject to sub-paragraph 5, we refuse to execute an order with incomplete electronic signatures, i.e., signatures put counter to the agreement and parameterization in the bank's server of the MultiCash system.

5. We suspend execution of an order with incomplete electronic signatures, submitted within installation with the distributed electronic signature, until supplementary signature has been sent from another installation of the customer. The signature should be supplemented within 7 calendar days.

6. If we suspect that a customer placed an order as a result of fraud or abuse, we may suspend the execution of such an order or refuse to execute it under circumstances provided for by law. These and other preventive measures dictated by our efforts to ensure the security of electronic payments do not constitute a breach of the terms and conditions of the Agreement by the bank.

7. We may temporarily suspend or reject a transaction connected with a high risk third country identified by the European Commission in the delegated act taken in accordance with Article 9 of Directive No. 2015/849 if, within the specified time limit, the customer does not provide us with additional, sufficient information and explanations regarding:
   1/ the customer and the beneficial owner,
   2/ the intended nature of the business relationship,
   3/ sources of wealth of the customer and the beneficial owner, and sources of assets available to the customer and the beneficial owner within business relationships or transactions,
   4/ information on the reasons for and circumstances surrounding the intended or executed transactions.

§ 24

We refuse to execute an order submitted by the customer without the authorizations arising from the *.BPD file.

§ 25

If we refuse to execute an order, we notify the customer forthwith of the fact and give the reason for the refusal:
1/ by electronic mail to the email address indicated by the customer, or
2/ via the system of notifications and messages in the MultiCash system.

Chapter 8
Interest Calculation

§ 26

1. Cash deposited in the customer's current or auxiliary bank accounts bears interest at a variable interest rate.
2. The detailed rules governing interest on cash are laid down in :
   1/ the (current or auxiliary) bank account agreement, and
   2/ the Rules for Opening, Maintaining and Closing Bank Accounts at mBank S.A.

Chapter 9
Fees and Commissions

§ 27

1. We charge fees and commissions for services provided under this agreement in accordance with the "mBank Tariff of Banking Fees and Commissions for SME and Corporates", Section I Bank Accounts. The Tariff is an integral part of this agreement.
2. The type and amount of fees or commissions are subject to change. Changes in the amount of fees and commissions depend in particular on our operating costs. Those are driven among others by market parameters such as: inflation rate, FX rates, and reference interest rates set by the National Bank of Poland.
3. We present the amended text of Section I of the "mBank Tariff of Banking Fees and Commissions for SME and Corporates", including changes in fees and commissions and their effective date, to the customer in the manner provided for in the applicable rules. Depending on the bank account agreement concluded with the customer, the rules are:
   1/ the Rules of Opening, Maintaining, and Closing Integrated Bank Accounts at mBank S.A., or
   2/ the Rules of Opening, Maintaining, and Closing Bank Accounts at mBank S.A.
4. If the customer does not present a statement refusing to accept the amendments in writing within 14 days from the delivery of the new wording of Section I of the "mBank Tariff of Banking Fees and Commissions for SME and Corporates", we conclude that the customer accepts the amendments and that they are binding upon the parties as of their effective date.
5. If the customer makes a written statement refusing to accept amendments in banking commissions and fees of mBank S.A. within the time limit referred to in sub-paragraph 4, this means that the customer terminates the bank account agreement. In that case, the termination notice is one month according to § 31(4).

§ 28

We make the current rates of the "mBank Tariff of Banking Fees and Commissions for SME and Corporates" and any changes to the rates available to the customer:
   1/ at the bank's branches, or
   2/ on our website at www.mbank.pl/aktualnosci/msp-korporacje.

§ 29

1. We debit, and the customer authorises us to do so, the customer's bank account with fees and commissions due to us, including any costs of a foreign bank in the case of the execution of a foreign payment.
2. We debit the customer's account with fees and commissions for an executed order at the time of its execution.
3. We charge the implementation fee (installation fee) for making the MultiCash system available to the customer at a given location on a one-off basis.
4. We charge the monthly fee (subscription fee) for using the MultiCash system at a given location in advance for each month that has begun.
5. We charge the modification fee (maintenance fee) for each modification of the MultiCash system made available at a given location upon the modification.
6. We may provide terms other than those laid down in sub-paragraphs 2 – 5 in separate agreements with the customer.

§ 30

The customer is obliged to hold cash in the bank account at the time it is debited with the fees and commissions due to us, in the amount at least equal to the amount of such fees and commissions.

Chapter 10
Amending the Rules, the Agreement and Terminating the Agreement

§ 31

1. We deliver amendments to the rules made during the term of the agreement to the customer:
    1/ by certified mail with return receipt requested to the customer's latest address known to us, or
    2/ in person against confirmation of receipt including specification of the effective date of such amendments.
2. We may also deliver amendments to the rules to the customer by means of publishing the text of the amended rules on our website. At the same time, we provide information on the date of publication of the amendments to the rules and the date of their entry into force. The day of the delivery of amendments to the rules to the customer is considered the eighth day from the date of the publication of amendments to the rules on our website.
3. The customer may submit a written notice of termination of the agreement within 14 days following the delivery of amendments to the rules.
4. The termination notice period is one month long and commences from the date of submitting (delivering) the termination notice to us.
5. If the customer does not terminate the agreement within 14 days from the date of our sending the information on amending the rules or handing them in to the customer against confirmation of receipt, the amendments take effect as of the effective date.

§ 32

1. We may terminate the agreement in writing with a one month's notice for compelling reasons. This includes in particular the following cases:
    1/ the customer is in gross violation of the provisions of the agreement, the rules, generally applicable laws or any other agreement concluded between the bank and the customer. In particular, this concerns the agreement concerning the bank account used by the customer in the MultiCash system,
    2/ the customer provides false information when entering into the agreement,
    3/ the customer discloses information about operation of the MultiCash system, where such disclosure may render the order security mechanisms ineffective,
    4/ the user attempts to override system security,
    5/ we decommission the MultiCash system.
2. If we terminate the agreement, we notify the customer of the reason for the termination.
3. The customer may terminate the agreement in writing with a one month's notice (pursuant to § 31(4)) for compelling reasons. Compelling reasons include in particular amendments to the agreement, which are unacceptable according to the customer.

§ 33

The customer is responsible for all liabilities to the bank which originate during the term of the agreement and relate to its performance.

§ 34

Subject to § 27 and § 31, amendments to the agreement are null and void unless made in writing.

Chapter 11
Complaints

§ 35

1. The customer may file a complaint about our services provided under the agreement:
    1/ at each one of our branches providing customer service. We publish the list of branches together with their addresses on the website of the bank,
    2/ in writing, verbally (by phone or in person during a meeting with our employee), or
    3/ electronically, in particular through the mBank CompanyNet system.
2. Each complaint should contain:
    1/ a detailed description of the questionable event,
    2/ the customer's expectations regarding the way of resolving the complaint,
    3/ the bank account number, the name and statistical number REGON of the customer, and
    4/ the data of the person filing the complaint (first name, last name, phone number and e-mail address).

3. We handle complaints as soon as it is reasonably practicable. The time limit should not exceed 15 business days for us from the date on which we receive the complaint. In particularly complex cases which make it impossible to handle and respond to a complaint within that time limit, we may extend the time limit for responding to a complaint to a maximum of 35 business days. We notify the customer thereof.
4. Once we handle the complaint, we notify the customer of the results. We reply to complaints in writing or using another durable medium.
5. If we do not acknowledge claims raised in the complaint, the customer may request us to reconsider the complaint. The customer submits an appeal in writing within 14 days after the customer receives the reply to the complaint, and provides the data referred to in sub-paragraph 2 above.
6. Irrespective of the complaint handling procedure, the customer may raise claims against us in accordance with generally applicable laws.
7. Our operations are supervised by the Polish Financial Supervision Authority (KNF).

Chapter 12
Final Provisions

§ 36

The customer undertakes to make himself/herself familiar with the content of the information published on our website at least once a week.

§ 37

1. The customer is responsible for updating the users' personal data.
2. The users update their personal data at a branch. A branch employee confirms their identity on the basis of an ID card.

§ 38

The customer cannot provide the bank with illegal content via the MultiCash system.

§ 39

1. We are the controller of personal data of the customer and the customer's representatives, including the users.
2. We process personal data of the customer and the customer's representatives in order to conclude and perform the agreement.
3. We process personal data of the customer and the customer's representatives, including the users, also:
    1/ for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, for the purposes of creating, monitoring and changing internal methods as well as methods and models pertaining to prudential requirements, including operational risk, handling complaints, asserting claims, preventing frauds, performing obligations arising from the applicable law, in particular AML, FATCA, CRS, MiFID, and archiving,
    2/ in order to provide the customer with marketing materials promoting the services and products of the Bank and subsidiaries of the Bank's Group. A list of subsidiaries is available on our website under the mBank Group tab.
4. We process personal data of the customer and the customer's representatives, including the users, for a period necessary to conclude and perform the agreement, and then for a period of ten years from the termination date of the agreement or for another period being the prescribed period for potential claims. After the lapse of the above time limits, we anonymise the personal data.
5. The customer and the customer's representatives, including the users:
    1/ have the right to access and rectify their data, as well as the right to data portability; and
    2/ may demand that the data be erased or that their processing be restricted, or may object to their processing.
6. The function of the Data Protection Officer is held by our employee who may be contacted at the following e-mail address: Inspektordanychosobowych@mbank.pl.
7. We describe how we process personal data in the GDPR package available on the website of the Bank: www.mbank.pl/pdf/rodo/gdpr-package.pdf.
8. Complaints concerning our processing of personal data may be lodged with the President of the Personal Data Protection Office who acts as the supervisory authority in terms of personal data protection.

§ 40

1. The execution of foreign transfers via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may result in the government of the United States of America having access to the personal data of the customer and the customer's representatives, including the users. The American authorities have undertaken to use the personal data only for the purpose of counteracting terrorism, respecting the guarantees provided for in the European system of personal data protection.

2. We may disclose data, including personal data, of the customer and the customer's representatives, including the users, to entities entrusted by us with data processing (for the purpose of the performance of agreements on rendering services for our benefit).

3. We have the right to provide data on liabilities arising from the agreement, including the customer's personal data, to:
    1/ Banking Register System (System Bankowy Rejestr, "BR") – a database for which the Polish Bank Association acts as the data controller, operating pursuant to the Banking Law Act of 29 August 1997,
    2/ Biuro Informacji Kredytowej S.A. (Credit Information Bureau, "BIK"), operating pursuant to the Banking Law Act of 29 August 1997,
    3/ business information bureaus operating under the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, if:
        a/ the overall amount of liabilities to the bank is at least PLN 500,
        b/ the payment or payments are at least 30 days past due,
        c/ at least one month has passed since we sent a call for payment to the customer including a warning of the intention to transmit the data to a bureau.

4. We may disclose the customer's data, including personal data, collected in BR and BIK, to:
    1/ other banks,
    2/ financial institutions operating as subsidiaries of banks within the meaning of the Banking Law Act of 29 August 1997,
    3/ other entities having statutory authorisations – subject to the terms and conditions laid down in the Banking Law Act of 29 August 1997,
    4/ business information bureaus referred to in the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, within the scope and on the terms specified therein.

§ 41

We may suspend the provision of the services under the agreement in the event of a failure of our computer or telecommunications system which renders the provision of the services impossible, until such failure is repaired. If we suspend the provision of services for such reasons, it is not a breach of this agreement.

§ 42

Pursuant to Article 384 of the Civil Code and Article 109 of the Banking Law Act, these rules are binding.

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