

1. These Regulations set out the rules of documentary and clean collection ("collection") carried out by Santander Bank Polska S.A. ("Bank") as requested by the Customer ("Customer").
These Regulations also pertain to Instructions and other orders submitted electronically using iBiznes24 services (iBiznes24 service).
 2. The Instruction should be signed or in the case of iBiznes24, it should be approved electronically by persons who are authorized to make statements of will on the Customer's behalf.
 3. The Bank executes an Instruction submitted in a written or electronic form on terms and conditions set out in the Instruction, these Regulations and in line with commonly applicable legislation, in particular Bill of Exchange Law and Foreign Exchange Law and taking into account current regulations of the International Chamber of Commerce in Paris.
 4. The Customer is obliged to indicate clearly and legibly the data in their instruction that are necessary to execute it correctly in line with boxes in the instruction. When submitting the Instruction electronically, the Customer is obliged to comply with the rules set out in the "Rules of using iBiznes24 services".
 5. The Bank shall not be liable for undue execution of the instruction if that resulted from incorrect, imprecise or illegible data on the Instruction form (paper or electronic one).
 6. The Bank performs the instruction on the Bank's second business day at the latest after its receipt provided that the Bank's unit dedicated to execute collection confirms completeness and correctness of the Instruction.
 - 7.1. In the Instruction, the Customer indicates their settlement accounts which the Bank should debit or credit and authorises the Bank to do so. The authorisation applies to all of the Bank's and Customer's receivables related to the collection and its terms and conditions. All payments related to the authorisation will be made by the Bank on the day when the receivables arise.
 - 7.2. In order to make payments related to the collection, the Bank will debit or credit the settlement accounts referred to in item 7.1 with amounts paid or received by the Bank or with their equivalent converted:
 - a) in line with the Exchange Rate Table of Santander Bank Polska S.A. ("Exchange Rate Table") valid on the transaction execution day;
 - b) at an individual rate agreed with the Customer.
 - 7.3. In order to collect fees and charges for operations performed to carry out the collection, the Bank will debit the settlement accounts referred to in item 7.1 with the amounts calculated in line with the Schedule of fees and charges collected by Santander Bank Polska S.A. for banking services provided to business customers ("Schedule of Fees and Charges") valid on the day when the operation was performed, or with the equivalent of those amounts converted:
 - a) in line with the Bank's Exchange Rate Table valid on the day when the operation is performed; or
 - b) at an individual rate agreed with the Customer.

The Bank may offer the Customer special fee and charge rates that are lower than specified in the Schedule of Fees and Charges valid on the day when the Bank receives the Instruction. The Bank's offer on special fee and charge rates may apply to either all or only some of the collection-related operations, as specified in the Bank's letter with the offer. If the Customer does not notify the Bank in writing of rejecting the Bank's offer within 3 business days of its receipt, the fee and charge rates set out in the Bank's offer are deemed individually agreed with the Customer.
 - 7.4. If the Instruction specifies that fees and charges due to the Bank for its execution should be paid by a person other than the Customer, and that person refuses to pay, then the Bank will collect the fees and charges from the settlement accounts referred to in item 7.1, in line with item 7.3
 8. The Customer is obliged to pay fees and cover the Bank's costs under the collection as well as costs the Bank will be charged with by other banks intermediating in the collection as per the collection terms and conditions.
 9. For settlements under the collection, the Bank applies exchange rates according to the current Santander Bank Polska S.A. Exchange Rate Table applicable on the transaction execution day or rates agreed with the Customer individually.
 10. The Bank shall not be liable for the Instruction execution, if reasons behind failure to execute it or execute it unduly are beyond the Bank's control.
 11. The Bank shall not be liable for the form, sufficiency, exactness, authenticity, forgery or legal effectiveness of any document, for general or detailed conditions set out in a document or imposed upon it; the Bank shall neither resume obligation nor liability for description, amount, weight, quality, packaging, delivery, value or existence of goods, services and alike represented by any document nor good faith or actions or negligence, solvency, activity or standing of a supplier, carrier, freight forwarder, recipient or insurer of goods or any other person.
 12. The Bank shall not be liable for implications of delays and /or loss of messages, letters or documents in the course of forwarding them or any delays, deformations or errors in translation and/or interpretation of technical terms.
 13. The Bank availing of services rendered by another bank or other banks in order to execute the Customer's instruction does it on the Customer's account and risk. The Bank shall not be liable for another bank's/other banks' failure to execute the Instruction even when such a bank/banks was/were selected at the Bank's initiative.
 14. The Customer shall cover any claims and obligations arising from international legislation and customs.
 15. In the case of Customers maintaining an account with the Bank, in the remaining unregulated scope, the Business Account Agreement provisions will apply, and in the case of Customers availing of iBiznes24 service – "Agreement on using iBiznes24 electronic banking" and "Rules of using iBiznes24 services" will apply.
 16. Governing law: any disputes between the Bank and the Customer arising from the execution of the collection by the Bank will be resolved according to the Polish law and by a common court having jurisdiction over the Bank's seat.
 17. Before any business relationship with a financial institution (bank) is established and any cross-border payment is initiated, the Bank must verify a given transaction to make sure that it does not breach international sanctions, especially those imposed by the UN, the EU and the US and that it complies with the Sanctions Policy of Santander Bank Polska S.A. Given the above, the following aspects are verified: country, financial institution (usually a bank), exporter/payer, carrier, ship, goods. The Bank refuses to execute a transaction or to contact an entity that is found on a sanctions list if any of the abovementioned areas are subject to restrictions under the Sanctions Policy and informs the customer of such refusal. In such case, the customer should contact the beneficiary (the contractor) and inform them of the circumstances necessary to execute the transaction. The Bank shall not be liable for any claims, damages, losses, costs or expenses incurred by any party in connection with any actions taken or not taken by the Bank, in line with imposed sanctions. Authorities imposing sanctions may require to disclose information related to a transaction and such disclosure shall not be deemed as a breach of any duty of confidentiality owed by the Bank to any party hereunder.
 18. Once the Customer submits to the Bank a written statement indicating persons authorised to make statements of will concerning documentary collection on behalf of the Customer and those concerning email addresses from which instructions will be sent to the bank, then the documentary collection instructions, as well as, all other notifications and letters concerning the documentary collection may be sent by the Customer to the Bank via e-mail, in the form of scans sent from the Customer's e-mail address indicated in the statement, provided that the original, hard copy documents will be sent to the Bank via ordinary mail within seven days of sending the aforementioned e-mails.
 19. The instruction (or another document) sent from the Customer's e-mail address indicated in the statement will be each time verified in terms of powers of persons authorised to represent the Customer whose signatures are put on the sent documents and in terms of conformity of the said signatures with the signature specimen card held by the Bank.
 20. The Bank shall not be held liable in the case when the Customer's instruction described in item 18 above is fulfilled and despite being verified by the Bank in accordance with principles described in item 19, it turns out to be incorrect or forged.
 21. The Bank may send correspondence (including scans of documents) via electronic mail to the Customer's e-mail address indicated in the statement, as per item 18, provided that the Customers consents to sending non-encrypted correspondence in his/ her statement. If the Customer does not agree to receive non-encrypted correspondence by email, the Bank will send the correspondence to the Customer by letter.
- These regulations shall be interpreted based on their Polish version. The English version is for reference only.