

Rules for using the iBiznes24 Connect service



Effective as of: 28.08.2024

Chapter 1 General provisions § 1

These Rules specify the terms and conditions on which Santander Bank Polska S.A. provides the iBiznes24 Connect service to Customers and the rules of mutual cooperation between the Bank and the Customer with respect to the use of that service.

§ 2

The expressions used in these Rules have the following meaning:

- Authorisation:** the Customer's/ User's consent to execute an Instruction, granted before the Instruction is processed by the Bank in the manner specified in the Agreement or these Rules.
- Bank:** Santander Bank Polska Spółka Akcyjna with its registered office in Warsaw.
- Certificate:** the information about an entity's public key which cannot be forged because it has been signed by a trusted third party.
- Application Certificate:** a certificate used to sign messages.
- Transport Certificate:** a certificate used to establish a two-way SSL connection.
- Domain Certificate/ Server Certificate:** an SSL certificate which secures the transmission of confidential data on a website.
- Documentation:** technical documentation provided to the Customer after the iBiznes24 Connect Service is activated. It includes a description and structure of services enabling the Customer to communicate with the Bank.
- iBiznes24 Advisors:** a team of the Bank's employees providing technical and business support to the Customers using the iBiznes24 Service. The method of contacting iBiznes24 Advisors is specified on the Bank Portal.
- Instruction:** a statement of will made by the Customer using the iBiznes24 Connect Service (including payment orders within the meaning of the PSA), authorised as applicable for a given type of statements and executed by the Bank automatically.
- Customer:** a Holder that has entered into an Agreement on using the iBiznes24 Connect electronic banking service and uses the iBiznes24 Service through a corporate profile.
- NIK:** an eight-digit Customer Identification Number assigned by the Bank. The NIK is used to identify the Customer/ User when they use the iBiznes24 Connect Service and the iBiznes24 Service (the same NIK is used for both services).
- Contact Person:** a person authorised by the Customer to contact the Bank, including in order to request the iBiznes24 Connect Service to be disabled and to address the Customer's questions about the iBiznes24 Connect Service.
- Bank Portal:** the Bank's website (www.santander.pl) on which the Bank's information service is available.
- Holder:** a Business for which the Bank maintains an Account/ Accounts.
- Instant Transfer:** a transfer executed in real time on the day the Transfer Instruction is placed in the clearing system. Only PLN transfers to payment accounts in other domestic banks can be executed by the Bank as Instant Transfers. Instant Transfers are executed as Express Elixir or BlueCash transfers as long as it is possible to send such a transfer to another domestic bank.
- Account:** a bank account which is maintained by the Bank for the Holder and for which the Bank provides the iBiznes24 Connect Service.
- Third Party Account:** a bank account maintained by another bank or a bank account maintained by the Bank which is not the Customer's Account.
- VAT Account:** a PLN bank account maintained by the Bank for the Holder of a PLN settlement account and used to settle VAT payments by means of the split payment mechanism and to pay the Holder's tax liabilities, social insurance contributions and farmers' social and health insurance contributions specified in the Polish Banking Law Act.
- Regulations:** agreements, including the Agreement, and other regulations binding on the Bank and the Customer, in particular terms and conditions, these Rules, the *Rules for using the iBiznes24 electronic banking service*, and the Schedule.
- Inbox:** an inbox in the iBiznes24 Service which can be used by the Bank to send the Customer the Regulations or information about their changes, responses to complaints, information about organisational issues related to the iBiznes24 Service, marketing messages and other information and statements specified in the Agreement and Regulations, and by the Customer to send the Bank information, including Complaints.
- SDK Libraries:** a set of software development tools supporting the implementation of the iBiznes24 Connect Service.
- smsCode:** a one-off code used to authenticate the Customer/ User and authorise their Instructions placed by means of the iBiznes24 Service and the iBiznes24 Connect Service. It is sent at the User's request to the mobile phone number specified by the Customer in the Agreement.
- Schedule:** the *Schedule of fees and charges collected by Santander Bank Polska S.A. for banking services provided to business customers*, provided to the Customer that is making the Agreement on using the iBiznes24 Connect electronic banking service with the Bank.
- Token:** a cryptographic device which generates one-off codes used to authenticate the Customer/ User and authorise their Instructions placed as part of the iBiznes24 Connect Service or the iBiznes24 Service (the same device is used for both services).
- Transaction/ Transfer:** a transfer of funds initiated by the Customer by means of the iBiznes24 Connect Service.
- Agreement:** the Agreement on using the iBiznes24 Connect electronic banking service, together with appendices and subsequent annexes to the Agreement.
- iBiznes24 Electronic Banking Service/ iBiznes24 Service:** access to banking services through an electronic channel (internet) using the iBiznes24 internet service.
- iBiznes24 Connect Electronic Banking Service/ iBiznes24 Connect Service:** a solution that enables communication (but not integration) between the Customer's financial and accounting systems and the Bank.
- Act/ PSA:** the Polish Payment Services Act of 19 August 2011 (Journal of Laws of 2019, item 659 as amended).
- User:** a natural person authorised by the Customer who holds a NIK, may use a Token or smsCodes, and places Instructions by means of the iBiznes24 Connect Service or downloads the Transport Certificate and the Application Certificate.
- List of VAT Taxable Persons/ List:** an electronic list of entities registered as VAT taxable persons. The List is maintained by the Head of the National Revenue Administration (KAS) under Article 96b of the Polish VAT Act and published on the website of the Ministry of Finance.
- Blocking the iBiznes24 Service (including the iBiznes24 Connect Service):** rendering all or some Users temporarily unable to access the iBiznes24 Service. The Bank can block the iBiznes24 Service at the Customer's/ User's request or without such a request.
- Rules:** these *Rules for using the iBiznes24 Connect service*.
- Disabling the iBiznes24 Connect Service:** rendering the Customer unable to access the iBiznes24 Connect Service. The access to the service can be restored at the Customer's request, but this may require the iBiznes24 Connect Service to be reactivated and a new Transport Certificate to be issued.

Chapter 2

Functionalities of the iBiznes24 Connect Service

§ 3

- The iBiznes24 Connect Service enables the Customer's financial and accounting system to communicate with the Bank's transaction system, that is:
 - to obtain information about the balance of the Customer's accounts and account details, and information about the account history, account statements and the Bank's FX rate tables;
 - to execute a direct debit;
 - to execute Transfers to the Customer's own accounts and Third Party Accounts maintained by the Bank and other banks.
- The service is based on the international XML ISO 20022 standard and the corresponding recommendation of the Polish Bank Association (ZBP) on adopting a standard for the exchange of financial data between the customer and the bank and between the bank and the customer in the Polish market.
- The iBiznes24 Connect Service is provided through the internet. A personal computer with an internet connection is required to use the service.



4. The technical equipment (in particular, a personal computer) and software required to use the iBiznes24 Connect Service is purchased and maintained by the Customer at the Customer's own expense.
5. The Bank reserves the right to extend or reduce the range of functionalities available as part of the iBiznes24 Connect Service if:
 - a) new generally applicable laws are introduced or the existing laws are changed;
 - b) products and services offered by the Bank are changed;
 - c) the information technology used in the iBiznes24 Connect Service or in the iBiznes24 Service is changed.

§ 4

1. Subject to § 4(2)–(3), the iBiznes24 Connect Service is available 24 hours a day, 7 days a week.
2. The Bank reserves the right to interrupt the access to the iBiznes24 Connect Service in order to perform periodical maintenance and solve problems related to the security of the iBiznes24 Connect Service or the iBiznes24 Service. The Customer will be informed about the interruption sufficiently in advance by means of messages published by the Bank unless the interruption was caused by security issues to which the Bank had to respond without delay. The Customer/ User will be informed about the interruption sufficiently in advance by means of messages published on the iBiznes24 Service login page.
3. The access to the iBiznes24 Connect Service or its functionalities can also be limited because of failures and other reasons beyond the Bank's control, such as force majeure events and issues with the external IT infrastructure used by the Customer that is beyond the Bank's control.

Chapter 3

Conditions of access to the iBiznes24 Connect Service

§ 5

1. The iBiznes24 Connect Service is made available to the Customer if all of the following conditions are met:
 - a) the Customer has opened a current account and is holding it with the Bank;
 - b) the Customer has access to the iBiznes24 Service;
 - c) the Customer and the Bank have entered into the Agreement;
 - d) the Bank has registered the iBiznes24 Connect Service (the individuals who are iBiznes24 Service Users are also iBiznes24 Connect Service Users);
 - e) the Customer has indicated at least one Contact Person whom the Bank can contact in issues related to the iBiznes24 Connect Service.
2. SDK Libraries are provided to the Customer after the Customer submits a statement on providing and using SDK Libraries.

§ 6

The Bank undertakes:

1. to enable the generation of the Application Certificate and the Transport Certificate;
2. to ensure that the iBiznes24 Connect Service operates in line with the technical software use conditions specified in the Documentation with regard to all issues within the Bank's control.

§ 7

The Customer undertakes:

1. to keep the iBiznes24 Service active (because of connections between the iBiznes24 Service and the iBiznes24 Connect Service, the Bank cannot provide the iBiznes24 Service if this condition is not met);
2. to ensure that the Customer has access to the internet and that the telecommunications connections operate correctly;
3. to own the equipment in line with the configuration set out in the Documentation and to maintain it at the Customer's own expense;
4. to configure a connection between the Customer's financial and accounting system and the iBiznes24 Connect Service;
5. to manage the rights to the iBiznes24 Connect Service through the iBiznes24 Service and with the use of the *Parameters of iBiznes24 electronic banking service*.

§ 8

1. Only the Users who have been indicated in the *Parameters of iBiznes24 electronic banking service* document or in relevant applications submitted via the iBiznes24 Service can place Instructions for and on behalf of the Customer by means of the iBiznes24 Connect Service.
2. Each User of the iBiznes24 Service can be a User of the iBiznes24 Connect Service.
3. The User's rights to place Instructions via the iBiznes24 Connect Service are the same as that User's rights in the iBiznes24 Service.

§ 9

1. The Bank enables the Customer to generate Certificates and submit them to the Bank in line with the provided iBiznes24 Connect Service manual.
2. The Transport Certificate is used to identify the Customer when Connect services are being called. It can only be used to establish a two-way SSL connection.
3. The Application Certificate is used to sign messages sent by iBiznes24 Connect.
4. The (domain) Certificate for the b2b.ibiznes24.pl domain enables secure access to the API.
5. The Transport Certificate and the Application Certificate can only be used for the purposes specified in § 9(2) and § 9(3) above.
6. The Transport Certificate and the Application Certificate are valid for the period of time specified in the Certificates.

7. The Customer undertakes to inform the User(s) about the above conditions for obtaining and using Certificates set out in § 9(1)–(6) above.

Chapter 4

Customer identification in the iBiznes24 Connect Service

§ 10

The Customer identifies themselves in the iBiznes24 Connect Service by using the Transport Certificate and the Application Certificate generated by the Customer.

Chapter 5

iBiznes24

§ 11

1. To start using the iBiznes24 Connect Service, the Customer must grant rights to the iBiznes24 Connect Service to at least one selected User in the iBiznes24 Electronic Banking Service. The User specified in § 11(1) above can use the iBiznes24 Service:
 - a) to manage Transport Certificates;
 - b) to manage Application Certificates.
2. The iBiznes24 Service is accessed and used on the conditions specified in the *Rules for using the iBiznes24 electronic banking service*.

Chapter 6

Information provided in the iBiznes24 Connect Service

§ 12

1. The iBiznes24 Connect Service can be used to access information about all Accounts opened and maintained by the Bank for the Customer, including credit accounts used for the repayment of credit facilities sanctioned to the Customer by the Bank through the iBiznes24 Service and term deposit accounts.
2. The rules for generating eWyciąg account statements (including the frequency and dates of generation) are specified in the relevant Account agreement.
3. The Customer can also place an order to generate reports with selected data about the Customer's Accounts and actions as part of the iBiznes24 Connect Service. The reports are made available via the iBiznes24 Connect Service as files that can be downloaded by the User.

Chapter 7

Placing and authorising Instructions in iBiznes24 Connect Service

§ 13

1. All Accounts of the Customer can be debited or credited as part of the iBiznes24 Connect Service. Whenever these Rules refer to placing and authorising Instructions in the iBiznes24 Connect Service by the Customer, it should be understood as placing and authorising Instructions in the iBiznes24 Connect Service by an authorised User or a group of authorised Users.
2. Depending on the scope of rights granted to Users by the Customer and the approval patterns defined by the Customer, Transfer Instructions may have to be authorised by one or up to four Users (consecutively or simultaneously).
3. Placing an Instruction by the Customer consists in providing the data listed in § 13(5) below, carrying out the Authorisation and sending the Instruction to the Bank.
4. Unless other Regulations binding the Customer and the Bank provide otherwise, Transactions are executed in the iBiznes24 Connect Service only based on the unique identifier provided by the Customer, that is: the bank account number submitted in a format acceptable to the Bank (NRB, IBAN).
5. Instructions placed via the iBiznes24 Connect Service can be authorised:
 - a) directly in the Customer's financial and accounting system and if a given Instruction must be confirmed with an Authorisation tool: by providing a one-off code generated by a Token or an smsCode sent to the mobile phone number specified for receiving smsCodes in the Agreement; or
 - b) in the iBiznes24 Service: as specified in the *Rules for using the iBiznes24 electronic banking service*.
6. The User can be provided with two Authorisation tools at the same time, but they can only use one of the tools to authorise a given Instruction.
7. A code generated by a Token or an smsCode sent to the mobile phone number specified by the Customer in the Agreement can only be used to authorise the operation for which it has been generated. If the User has selected a list of Instructions, a single code can be generated for the entire list.
8. If an Instruction is to be authorised with a Token or an smsCode, the code generated by the Token or the smsCode sent to the mobile phone number specified by the Customer in the Agreement must be entered promptly after it is received. If a code generated by a Token or an smsCode has expired, the Instruction has to be placed once more. The iBiznes24 Connect Service requires Instructions to be grouped in batches in the Customer's financial and accounting program.
9. A detailed list of available Instructions together with additional information can be found in Appendix 1 to these Rules.

§ 14

The Customer can turn on the additional phone Authorisation of high-value interbank Transfers. This type of Authorisation is described in the *Rules for using the iBiznes24 electronic banking service*.

§ 15

Instant Transfer Instructions are executed in the manner and on the conditions specified in the *Rules for using the iBiznes24 electronic banking service*.

§ 16

1. As part of the iBiznes24 Service, the Bank enables the Customers/ Users of the iBiznes24 Connect Service to verify the Transfer payee's account against the List of VAT Taxable Persons.
2. The verification against the List of VAT Taxable Persons covers only the payee's tax identification number (NIP) and account number. It is carried out after the service is invoked by the Customer's financial and accounting system.
3. The verification is based on information from the List of VAT Taxable Persons published on the website of the Ministry of Finance on the day the Customer invokes the service. The verification should take place in the Customer's financial and accounting system just before the Transfer Instruction is sent to the Bank for execution.
4. Before a Transfer is sent to the Bank for execution, the Customer/ User may remove it from the list of Transfers if the verification shows that the payee's account is absent from the List of VAT Taxable Persons.
5. The Bank will not be liable for the final result of the verification described in § 16(1)–(2) above or for the Customer's/ User's losses related to decisions taken by the Customer/ User on the basis of the information about the verification result from the Bank if:
 - a) the List of VAT Taxable Persons was not accessed or the data provided in the List were inaccurate or outdated;
 - b) the Transfer Instruction contained incorrect payee details specified in § 16(2).
6. Enabling the verification of accounts against the List of VAT Taxable Persons does not mean that the Bank assumes the Customer's/ User's obligations under relevant laws. The Customer/ User must perform the following activities on their own:
 - a) assess if a given transaction is subject to obligations related to the verification of the payee's account against the List of VAT Taxable Persons;
 - b) assess at which point the payee's account should be verified against the List of VAT Taxable Persons;
 - c) assess information received from the Bank in the light of the Customer's/ User's obligations to verify the payee's account against the List of VAT Taxable persons and take correct decisions based on that information.

7. The Bank is not liable for the tax consequences that may arise for the Customer/ User if the Customer/ User does not correctly fulfil their obligations under applicable laws and does not verify the account of their trade partner against the List of VAT Taxable Persons, carries out the verification against the List of VAT Taxable Persons at the wrong moment or misinterprets information provided by the Bank.

Chapter 8

Executing Instructions in the iBiznes24 Connect Service

§ 17

1. Subject to § 17(2), the Bank begins the execution of Instructions placed by means of the iBiznes24 Connect Service at the moment of receiving the Instruction (but no later than at the end of the next Bank business day) or, in the case of future-dated Instructions, on the day specified in the Instruction.

If the day specified as the execution day in a future-dated Instruction is a Bank non-business day, the Instruction will be executed no later than on the first Bank business day after that day.

Instructions are executed in line with the relevant Regulations.
2. It is deemed that:
 - a) Instructions placed by means of the iBiznes24 Connect Service by 19:00 on Bank business days are received by the Bank on the same day when they are placed;
 - b) Instructions placed after 19:00 on Bank business days and Instructions placed on Bank non-business days are received by the Bank on the next Bank business day (unless they have been promptly executed by the Bank).
3. The Bank will not receive an Instruction until the authorised Instruction is sent by the Customer.
4. The Bank will not debit the Customer's Account until it receives the Instruction.
5. The Customer cannot cancel an Instruction that has been received by the Bank, except for future-dated Instructions. A future-dated Instruction received by the Bank can only be cancelled by the end of the last Bank business day before the execution day specified by the Customer in the Instruction.
6. Unless other Regulations specify otherwise, the Bank makes settlements with the Customer using the Bank's FX rates applicable at the moment the Bank executes the Instruction.

The Bank executes Instructions in line with § 17(1)–(4) above.

§ 18

1. The Customer should ensure that all Instructions placed by means of the iBiznes24 Connect Service are clear, reflect the Customer's intention, contain accurate data specified in § 13(4), and indicate the accounts to be debited and credited, the holder of those accounts and reasons for payment.
2. The Bank will refuse to execute the Instruction if:



- a) the balance of funds in the Customer's Account to be debited as part of the Transaction is not sufficient to execute the Transaction; or
 - b) the Instruction is placed in breach of the Agreement or Regulations, in particular if the Instruction exceeds the limits referred to in § 19; or
 - c) the conditions of use of a given product need to be negotiated with the relevant Bank unit, and the Customer has specified other conditions than previously arranged with the Bank;
 - d) the Bank must refuse to execute the Instruction under generally applicable laws (e.g. the Account has been seized as part of debt enforcement proceedings); or
 - e) there is a justified suspicion that the Instruction might have been placed as a result of the operation of malicious software outside of the Bank's control or as a result of unauthorised access to the iBiznes24 Connect Service.
3. If the Bank refuses to execute a Transaction because the reasons specified in § 18(2) prevent its execution, the Customer will be informed about the refusal and, if possible, about its reasons by means of the iBiznes24 Connect Service. The information will be provided in the form of transaction statuses downloaded by the Customer. The Bank will not inform the Customer about the refusal or its reasons if it is prohibited by generally applicable laws.
 4. After an Account has been credited or debited, the Bank will provide the information required by the Act in the form of bank account statements made available in the manner and on the dates specified in the Regulations applicable to the Account in question. If the Agreement is terminated, all future-dated Transfer Instructions which have been placed by means of the iBiznes24 Connect Service will be executed as instructed by the Customer/ User.
 5. The Customer must verify on an ongoing basis if their Transfer Instructions have been executed correctly. The verification is performed by viewing the account statements for the Customer's account, the history of accounts, and the Bank's messages about the execution of placed Instructions.

Chapter 9

Transaction value limits and other restrictions in the iBiznes24 Connect Service

§ 19

Transaction value limits and other restrictions in the iBiznes24 Connect Service are the same as the limits set out in the *Rules for using the iBiznes24 electronic banking service*.

Chapter 10

Security rules for the iBiznes24 Connect Service

§ 20

1. The Customer/ User must follow the iBiznes24 Connect Service security rules recommended by the Bank. In particular, the Customer/ User should take due care to protect their NIK, password, additional password, Transport Certificate, Application Certificate, Token and mobile phone (if the number of that phone has been provided to the Bank for the purpose of User Authentication or the Authorisation of the User's Instructions). The Customer is fully liable for making the above data and devices available to unauthorised individuals.
2. If there is a suspicion that unauthorised individuals might have captured the starting password, the password, PIN mobile or the Token PIN, the User should promptly change those codes or passwords or block/ disable the iBiznes24 Service. If the iBiznes24 Service is blocked, the iBiznes24 Connect Service will be blocked as well.
3. The User may change the Password on their own (by means of a dedicated functionality of the iBiznes24 Service) or at a Bank branch.
4. The communication between the Customer's computer and the Bank's server during the use of the iBiznes24 Connect Service is encrypted with the SSL protocol using a Transport Certificate generated by the Bank on the basis of a file submitted by the Customer via the iBiznes24 application. Before using the iBiznes24 Connect Service, the User must log in to the iBiznes24 Service. Before the User who manages certificates logs in to the iBiznes24 Service, they should verify the server certificate for the `ibiznes24.pl` domain to make sure that the server they have connected with is the Bank's server.
5. The User should not use any address or link sent by email to log in to the iBiznes24 Service. The login address is provided only on the Bank Portal. The Bank will send a message about the login address or login link change only to the Customer's Inbox.
6. The User should log out of the iBiznes24 Service before leaving the computer used to log in to the iBiznes24 Service unattended.
7. If the connection with the iBiznes24 Service is interrupted, the User should log in to the iBiznes24 Service once more and check if the latest Instructions have been saved.
8. The Customer/ User must keep the devices used to access the iBiznes24 Connect Service secure. To this end, the Customer should in particular:
 - a) protect the devices against potential unauthorised access beyond the Customer's control;
 - b) protect the devices against malware that can make them operate improperly and beyond the control of the Customer/ User;
 - c) instal legitimate system software and anti-virus software on the device(s);
 - d) use a firewall;
 - e) update the legitimate system software and anti-virus software installed on the device(s);

- f) not install any software from unknown sources on the device(s);
 - g) not open or answer emails from unknown senders using the device;
 - h) not open any files from unknown sources using the device(s);
9. To ensure the security of Instructions and make a full use of technologies featured in the iBiznes24 Service, the User is recommended to download the latest available and stable versions of popular internet browsers. The list of internet browsers for which the iBiznes24 Service has been optimised and tested (together with recommended browser settings) is available on the Bank Portal.
 10. The User must control the date and hour of the last login registered by the iBiznes24 Service and check if any unauthorised individuals have made an attempt to log in.
 11. The Customer/ User is required to promptly notify the Bank of any suspicious situations related to the use of the iBiznes24 Service, in particular of any attempts to access or use the iBiznes24 Service made by unauthorised persons. The Customer can make such a notification in person at a Bank branch or by calling iBiznes24 Advisors.
 12. In the case of a fraud, suspected fraud, or security threat, the Bank will notify the Customer/ User of the event by means of the iBiznes24 Service, in writing, by phone or in a text message (as applicable) unless notifying the Customer/ User is unreasonable for security reasons or prohibited by law.
 13. The detailed information about the security rules of the iBiznes24 Service and iBiznes24 Connect Service is available on the Bank Portal.
 14. If the Customer/ User does not exercise due care with regard to the security rules specified in § 20(5)–(9) will cause the Bank's liability for resulting potential losses (including benefits lost by the Customer) to be restricted or excluded.
 15. The Customer/ User must not use the iBiznes24 Connect Service for purposes other than its intended purpose or take any actions that are in breach of the Agreement or these Rules and Documentation appended to them and could disrupt the proper operation of the Bank's IT systems used to provide the iBiznes24 Connect Service and/or could have a negative effect on the security of those IT systems.

Chapter 11

§ 21

Blocking and Disabling the iBiznes24 Connect Service

The iBiznes24 Connect Service is blocked and disabled when the iBiznes24 Service is blocked. Detailed information is provided in the *Rules for using the iBiznes24 electronic banking service*.

Chapter 12

Blocking the smsCode Authorisation tool

§ 22

The smsCode Authorisation tool is blocked when it is blocked or disabled in the iBiznes24 Service. Detailed information is provided in the *Rules for using the iBiznes24 electronic banking service*.

Chapter 13

Blocking, malfunction, loss and destruction of the Token Authorisation tool

§ 23

The Token Authorisation tool is blocked when it is blocked in the iBiznes24 Service. Detailed information is provided in the *Rules for using the iBiznes24 electronic banking service*.

Chapter 14

Technical and business support for the iBiznes24 Service (including the iBiznes24 Connect Service)

§ 24

The technical and business support for the iBiznes24 Service (including the iBiznes24 Connect Service) is provided in line with the *Rules for using the iBiznes24 electronic banking service*.

Chapter 15

Complaints

§ 25

Complaints about the iBiznes24 Connect Service are made by submitting a complaint in the iBiznes24 Service. Detailed information is provided in the *Rules for using the iBiznes24 electronic banking service*.

Chapter 16

Scope of obligations and liability

§ 26

The scope of obligations and liability for the iBiznes24 Connect Service is the same as for the iBiznes24 Service and is set out in the *Rules for using the iBiznes24 electronic banking service*.

Chapter 17

Charges

§ 27

1. The Bank collects charges for using the iBiznes24 Connect Service from Customers in line with the applicable Schedule.
2. The Schedule is available at Bank branches and on the Bank Portal.
3. The charges for the iBiznes24 Connect Service are collected as specified in the *Rules for using the iBiznes24 electronic banking service*.

Chapter 18

iBiznes24 Connect Agreement termination

§ 28

1. The Agreement can be terminated by either of the Parties with a one-month notice period. The termination has to be made in writing in order to be valid.
2. The termination of the Agreement with a notice period made by the Bank is deemed effective upon the delivery of the termination notice or a missed delivery card to the address indicated by the Customer in the Agreement. The Agreement expires upon the termination of all agreements on accounts maintained for the Customer by the Bank.
3. The Agreement expires if the legal existence of the Holder which is not a natural person ceases and there is no successor to the Holder's rights and obligations, if the Holder dies or if all agreements on accounts maintained for the Customer by the Bank are terminated.
4. In addition, the Agreement will expire at the moment the iBiznes24 Electronic Banking Service Agreement expires or is terminated, regardless of the reason for the expiry or termination.

Chapter 19

Final provisions

§ 29

1. The iBiznes24 Connect Service is used under the Agreement on using the iBiznes24 Connect electronic banking service.
2. The Customer undertakes to use the iBiznes24 Connect Service in line with the provisions of this Agreement, these Rules, and applicable law. The Customer is fully liable for all actions and omissions of individuals using the iBiznes24 Connect Service on behalf of the Customer in this regard. The Customer undertakes to ensure that the User has read the Regulations.
3. The current wording of the Rules and all documents representing an integral part of the Agreement are made available in the electronic form on the Bank Portal. The Customer can easily download, store and retrieve them at any time.
4. The Bank undertakes to communicate all changes in these Rules and other documents representing an integral part of the Agreement to Customers by means of the Inbox. If the Customer does not terminate the Agreement within 14 days of the day the Bank makes the information about changes available as specified above, the changes will be considered to have been accepted.
5. In connection with the link between the iBiznes24 Connect Service and the iBiznes24 Service, the Customer acknowledges that changes in the *Rules for using the iBiznes24 electronic banking service* have an impact on the use of the iBiznes24 Connect Service. The Bank is required to communicate those changes as specified in the *Rules for using the iBiznes24 electronic banking service*. Accordingly, the Customer waives the right to receive separate/ parallel communications about those changes in connection to the use of the iBiznes24 Connect Service.

The Customer is required to promptly notify the Bank in writing of any changes in their data provided in the documents held by the Bank if those changes have an impact on the use of the iBiznes24 Connect Service. The consequences of failure to meet this obligation will be borne by the Customer only.

§ 30

1. If the Customer or User contacts iBiznes24 Advisors by phone, the conversation will be recorded by the Bank. In addition, the Bank will request the caller to provide the additional password for identification purposes. The Bank also allows the User to be identified by means of other data known to the User.
2. The Customer and the User consent to recording the conversations specified in § 30(1) above and to using them as evidence.

§ 31

1. The Bank holds a licence for the iBiznes24 Connect system granted in line with the Polish Copyright and Related Rights Act of 4 February 1994 (consolidated text: Journal of Laws of 2000 no. 80, item 904 as amended).
2. The Customer does not have rights to use that system in any other way than specified in these Rules.
3. The Bank provides Customers with the current wording of the *Rules for using the iBiznes24 Connect service* before the Agreement is signed. Consequently, by entering into the Agreement with the Bank, the Customer accepts the Rules.

§ 32

1. The Bank and the Customer will communicate in Polish.
2. The conclusion and performance of the Agreement is governed by Polish law.
3. The iBiznes24 Connect Service uses the Central European Time.
4. The Bank is supervised by Komisja Nadzoru Finansowego (Polish Financial Supervision Authority).

§ 33

Unless the Agreement, these Rules or other stipulations representing an integral part of the Agreement provide otherwise, the provisions contained in Chapter II of the PSA and Article 34–37, Article 40(3)–(4), Article 45, Article 46(2)–(5), Article 47, Article 48 and Article 51 of the PSA will not apply to the Agreement.

Chapter 20

Additional provisions for Customers using a shared installation of the iBiznes24 Connect Service

§ 34

1. If multiple Customers want to use one (shared) installation of the iBiznes24 Service, the Customers need to jointly submit a single *Parameters of iBiznes24 electronic banking service* document. After the document is signed/ approved by the Bank, it will become an appendix to the Agreements made separately by each of those Customers.
2. A detailed description can be found in the *Rules for using the iBiznes24 electronic banking service*.
3. The Users of a shared installation of the iBiznes24 Service also use a shared iBiznes24 Connect Service.



Appendix 1 to Rules for using the iBiznes24 Connect electronic banking service: Available functionalities

<p style="text-align: right; color: red;">Availability in services and profiles</p> <p style="color: red;">Functionality</p>
1. Available information
FX rate tables
Account balance
Detailed information about the Account
Account history
eWyciąg (electronic bank account statement with the Account history)
Confirmation of Transfer Instructions
2. Transfer batches
Transfers to the Customer's own Accounts
Transfers to Third Party Accounts
Transfers to the accounts of the Social Insurance Institution (ZUS)
Transfers to the accounts of tax authorities
Payroll Transfers
FX Transfers:
– domestic and international FX Transfers to Third Party Accounts (payment orders)
– Transfers between the Customer's Own Accounts
– Transfers to Third Party Accounts in the Bank
– PLN Transfers made from FX Accounts
Direct debit