

Terms and Conditions for the Performance of Payment Services in MUFG (Europe) N.V. S.A. Oddział w Polsce

1. The terms used in these Terms and Conditions for the Performance of Payment Services (hereinafter referred to as the “Terms and Conditions “) shall have the meaning as in Art. 2 of the Law of 19 August 2011 on payment services (Journal of Laws of 2016, item 572) and the term "payer" means the owner of a bank account at the Bank and the payer's provider means the Bank, if it does not have another meaning in the context of these Terms and Conditions . The term “the Parties” means the Bank and the owner of a bank account at the Bank.
2. These Terms and Conditions for the performance of payment services in the Bank shall regulate the operations of the Bank described in Art. 3 of the Payment Services Act in transactions in the territory of the Republic of Poland or with other Member States when:
 - 1) payer’s provider as well as payee’s provider operate in the territory of the Republic of Poland (the Bank is one of the providers), or
 - 2) the Bank is the sole provider under a payment transaction, or
 - 3) the Bank is one of the providers, while the other provider operates in the territory of another Member State.
3. The Terms and Conditions shall apply to payment services made in EURO, the Polish currency or in the currency of another Member State.
4. The Terms and Conditions shall also apply as their regards relevant sections to foreign remittance orders in transactions outside of the Member States, i.e. when the Bank is one of the providers, while the other provider operates outside of the territory of a Member State, or in any other currency than laid down in section 3, as agreed between the Bank and the payer, or in the transaction currency received by the Bank for the payee. For such remittance orders the term “foreign payment orders” has been used.
5. The Terms and Conditions shall not apply to:
 - 1) receiving, processing and delivering or any other type of transporting banknotes and coins,
 - 2) payment transactions based on cheques or drafts,
 - 3) payment transactions performed in connection with servicing financial instruments and the rights hereunder.
6. The Parties exclude the application of the provisions of Section II of the Payment Services Act entitled “Information duties with respect to the performance of payment services”. The Information duties of the Bank with respect to the performance of payment services, including foreign payment orders, shall be determined by the agreements, the rules for opening and managing of bank accounts for business entities in the Bank, the terms and conditions of use of the Electronic Banking System – BusinessPro of the Bank as well as these Terms and Conditions. The Bank shall provide information on a payment transaction in accordance with the provisions of Section II of the Payment Services Act in a manner described in those agreements.
7. The Parties agree that the provisions of Art. 34 – 37, Art. 40.3 and 40.4, Art. 45, Art. 46.2 and 46.5, Art. 47, Art. 48, Art. 51 and Art. 144 – 146 of the Payment services Act shall not apply as a whole or in part and have agreed on a deadline for notifying the provider of discovered unauthorized, unperformed or inappropriately performed payment transaction different than laid down in Art. 44.2. The duties of the Bank with respect to the performance of payment services, laid down in those provisions, shall be determined by

the agreements, the rules for opening and managing of bank accounts for business entities in the Bank as well as these Terms and Conditions.

8. In case of foreign payment orders and payment transactions involving currency conversion the payer shall define the option for bearing the costs (fees) of the Bank and the costs (fees) of a foreign bank by the payer and the payee. If the payer has indicated that he bears the costs of both the Bank as well as a foreign bank, by the same token he agrees to have his account charged with the costs of foreign banks relating to the execution of this foreign payment order. If the option of bearing the costs has not been defined it is assumed that the payer covers the costs of the Bank, while the costs of a foreign bank shall be covered by the payee (SHA option).
9. If a payment transaction does not involve currency conversion, the payer and the payee bear the fees laid down in the agreement concluded by each of them with their provider (SHA option). Regardless of how the cost bearing option has been defined by the payer with respect to the transaction covered by these Terms and Conditions and not involving currency conversion, the Bank shall perform an authorised payment transaction in accordance with the above option.
10. A payment transaction, including a foreign payment order, shall be deemed authorized if the payer has agreed to have the transaction executed in a manner provided for in the agreement between the payer and the Bank (defined in section 6). In case of payment orders delivered on paper it means that the payer has placed on the order the signature and the stamp of the company seal of the account holder corresponding with their samples and the principles of representation on the sample signature card. In case of payment orders delivered by fax or by a deliverer unknown to the Bank (courier), for authorization it is additionally required to perform the procedure of confirmation by telephone. In case of orders delivered electronically, a transaction shall be deemed authorized if it bears an electronic signature verified as correct. The authorization may also apply to subsequent payment transactions in case of direct debits or standing orders.
11. The authorization should be given prior to the execution of a payment transaction, including a foreign payment order. This means that if because of the type of a transaction or the manner of delivery of the order full authorization of the transaction requires additional operations after the transaction has been received by the Bank, the transaction may not be executed before those operations have been implemented. Lack of authorization before the time referred to in section 23 shall mean that the Bank refuses to execute the transaction for that reason. In the procedure for correcting errors the payment and the Bank may set the future date for the commencement of execution of that order.
12. The user authorized to use the Electronic Banking System – BusinessPro of the Bank shall be obliged to use the system in accordance with the appropriate rules and to notify the Bank immediately of the loss, theft, appropriation or unauthorized use of identification codes or unauthorized access to the system.
13. In order to perform the duty referred to in section 12, upon the receipt of the payment instrument the user shall undertake necessary measures aimed at preventing violation of individual safeguards of that instrument, in particular the user shall be obliged to keep the payment instrument with due care and not to make it available to unauthorized persons.
14. The Bank shall ensure that individual safeguards of the Electronic Banking System – BusinessPro of the Bank are not available for persons other than the user authorized to use that system, which does not prejudice the duties of the user laid down in section 13.
15. The Bank shall ensure permanent availability of measures making it possible for the user to make a notification in accordance with section 12 in a manner described in the rules for using the Electronic Banking System – BusinessPro of the Bank. After a notification has

been made, the Bank shall make it impossible to use the system for the notified accesses and identification codes.

16. The Bank shall endure procedures making it possible to prove that a notification referred to in section 12 has been made, upon a request made by the user within 18 months from the date of the notification and making it impossible to use the system after the notification has been made for the notified accesses and identification codes, in particular through archiving of notifications and registers of changes.
17. The Bank bears the risk relating to sending to the payer used ID and the start package to the Electronic Banking System – BusinessPro of the Bank.
18. The user shall immediately notify the Bank of unauthorized, unperformed or incorrectly performed payment transactions.
19. If the user fails to make the notification referred to in section 18 within 3 months from the date on which the payment account was charged or from the date on which the transaction was to be performed, the claims of the user to the Bank for unauthorized, unperformed or incorrectly performed payment transactions shall expire.
20. In case of an unauthorized payment transaction payer's Bank shall be obliged to immediately restore the charged payment account to the state that would have existed if the unauthorized payment transaction did not take place.
21. The point in time of the receipt of a payment order, including foreign payment orders, is the time when the order delivered directly by the payer or indirectly by or through the payee was received by payer's Bank. In case of payment orders delivered on paper, it is the time and date recorded upon delivery at the seat of the Bank. In case of payment orders delivered by fax or any other communication device (e.g. Bank's interface to the settlement system), the time and date of receipt (entering the declaration to the means of electronic communication controlled by the Bank in such a manner that the Bank was able to acquaint itself with its content) recorded on that device. In particular, in case of the Electronic Banking System – BusinessPro of the Bank it is the time recorded in order history with the executed status.
22. The Bank shall be open for the performance of payment services, including execution of foreign payment orders, from Monday through Friday, excluding the days being holidays in the Republic of Poland, and being business days for the clearing systems in transaction currency. In connection with the above, if payer's Bank receives a payment order on the day which is not a business day for the Bank it shall be deemed that the order was received on the first business day after that day.
23. The Bank shall be open for the performance of payment services, including execution of foreign payment orders, on business days, referred to in section 22, from 8.30 a.m. until 4.30 p.m. and the Bank shall perform those services in accordance with the time schedule of payment settlement systems in which it participates or banks keeping Bank's account in a given currency. In connection with the above, the Bank sets 2.30 p.m. (cut-off time) as the deadline after which payment orders shall be deemed to have been received on the first business day after that day.
24. The user initiating a payment order may indicate to the Bank that the execution of the payment order, including foreign payment orders, shall start as of a given date. The above shall be deemed agreed if that is a business day for the Bank and the country of the order currency, and the user has at the start of the indicated date funds in his account (or unutilized credit limit in the account) necessary to execute the order, taking into account other orders received. Otherwise the agreed date of execution shall be the first common business day following the indicated date taking into account the provisions of section 25.
25. In all cases when the user initiating a payment order, including a foreign payment order, does not have at the start of the day funds in his account (or unutilized credit limit in the

account) necessary to execute the order and cover the fees relating to its execution in accordance with the agreement, taking into account other orders received, the Bank and the user have agreed that (taking into account the time referred to in section 23 in such a way that it determines the date of transfer of the funds) execution of the payment order shall start on the business day on which the payer transferred funds to the Bank disposal for execution of payment order.

26. The time of receipt of the order for the purposes of section 38 shall be deemed the start of the day referred to in sections 24 and 25.
27. The Bank may refuse to execute the authorized payment order initiated by the payer or by or through the payee only when the provisions of the agreement referred to in section 6 have not been complied by the payee or if refusal is possible under separate regulations.
28. If the Bank refuses to execute a payment order, the Bank shall be obliged to notify the user as soon as possible, though not later than by the time defined accordingly in sections 38 and 39:
 - 1) of the refusal,
 - 2) if it is possible – of the reasons for the refusal,
 - 3) if it is possible - of the procedure to adjust the errors underlying the refusal- unless such notification is inadmissible under separate regulations.
29. The Parties may reserve in the agreement that the Bank has the right to charge fees for the notification referred to in section 28 in case the refusal to execute a payment order was objectively justified.
30. For the purposes of sections 38 and 39, the payment order which was refused to be executed shall be deemed as not received.
31. After an order, including a foreign payment order, has been received by the Bank it may be cancelled only when mutually agreed between the user and the Bank. If it has been agreed in the agreement the Bank may charge a fee for cancelling an order.
32. The Bank, payee's provider and other entities through which a payment transaction is executed may not deduct from the payment transaction amount any fees due in connection with its execution or any other dues.
33. The agreement between the payee and his provider may provide for the provider to credit the payee with the payment transaction amount minus the fees charged. The provider is in such case obliged to disclose in the payment transaction information the full payment transaction amount and the fees charged.
34. The provisions of sections 32 and 33 does not exclude admissibility of deducting by the provider from the payment transaction amount any amount arising from tax obligations connected with this payment transaction.
35. If from the amount of a payment transaction initiated by the payer any other dues than those laid down in section 33 or section 34 have been deducted, payer's provider shall be obliged to cause that the payee received the full amount of the payment transaction. In case of payment transactions initiated by or through the payee, this duty rests on payee's provider.
36. The provisions of sections 36 through 43 concerning the time of execution of a payment transaction and value date shall apply to:
 - 1) payment transactions in EUR;
 - 2) payment transaction executed as a whole in the territory of the Republic of Poland in PLN;
 - 3) payment transactions involving not more than one currency conversion between:
 - a. EUR and PLN if the currency conversion is done in the Republic of Poland,
 - b. EUR and the currency of a Member State outside of the euro zone other than the Republic of Poland if the currency conversion is done in that Member

State,

- c. EUR and PLN or EUR and the currency of a Member State outside of the euro zone other than the Republic of Poland if the currency conversion is done in a euro zone Member State, in case of cross border transfers initiated in EUR.
37. The Parties have agreed that the provisions of sections 36 through 40 shall not apply to payment transaction referred to in section 2, other than those referred to in section 36. In case of payment transactions subject to that exclusion and executed in the territory of one or more Member States, the parties have agreed on the deadline, referred to in section 38, to be four business days from the time of receipt of a payment order.
 38. The Bank being payer's provider shall be obliged to cause that the payment account of payee's provider is credited with the amount of a payment transaction initiated by the payer not later than by the end of the next business day after the receipt of the order. This deadline shall be extended by one business day in case the Bank receives the payment order on paper, with the exception of payment transactions as a whole executed in the territory of the Republic of Poland, relating to the receivables to which the provisions of the Law of August 29 of 1997 the Taxation Act (Law Journal of 2017 item 201, as amended) and the EU Regulation 952/2013 of 9th October 2013, the Union Customs Code, apply.
 39. The Bank being payee's provider shall transfer the payment order initiated by or through the payee to payer's provider by the time limit agreed between the payee and his provider, in the case of a direct debit transaction allowing for the settlement of that transaction at the agreed date of payment.
 40. Funds paid in cash into own or third party payment account at the provider operating that payment account in the currency of that payment account shall be made available in that account immediately after the funds have been received, not later than on the same business day and shall be given value date as at the time it was paid in, with the proviso that if the payment is made by an entity which is not a consumer the funds may be made available with value date not later than on the next business day after the funds have been received.
 41. The bank being payee's provider shall credit payee's payment account with the payment transaction amount with value date on the same business day on which Bank's account was credited with the payment transaction amount.
 42. The Bank being payee's provider shall make the payment transaction amount available immediately after payee's provider's account was credited with that amount, with the exception of payment transactions initiated by or through the payee for which a longer execution time may be agreed.
 43. Payer's payment account shall be charged with the payment transaction amount with value date not earlier than the time at which that account was actually charged with the payment transaction amount.
 44. The payer shall be obliged to fill in correctly, accurately and legibly all fields indicated in the paper or electronic payment order form, including also foreign payment orders, unless a field is mandatory. The Bank shall not be responsible for incorrect execution of a foreign payment order if it took place as a result of incorrect, inaccurate or illegible data given by the payer. In case of a payment order with such deficiencies the Bank shall have the right to refuse its execution in accordance with section 28.
 45. For a payment order to be correctly executed the user has to provide for:
 - 1) payment transactions executed as a whole in the territory of the Republic of Poland in PLN – BBAN bank account number;
 - 2) other payment transactions – IBAN bank account number and BIC (SWIFT) code of

the bank operating that account;

Other information required on the order, including information required for acceptance of the order for execution, constitute additional information.

46. A payment order shall be deemed executed for the relevant payee if it has been executed in accordance with the information referred to in section 45, and in case a unique identifier has been given in the contents of a payment order – if it has been executed in accordance with this unique identifier, notwithstanding other additional information provided by the user.
47. If the unique identifier provided by the user is incorrect the Bank shall not be responsible for non-execution or incorrect execution of a payment transaction. The bank being payer's provider shall be, however, obliged to undertake measures aimed at recovering the payment transaction amount. The Bank shall have the right to charge the user with a fee for recovery of the funds if it has been provided for in the agreement.
48. For the execution of payment transaction with the use of a bank account the unique identifier is the bank account number.
49. For the execution of foreign payment orders the Bank shall follow the provisions of the foreign exchange law. The Bank may refuse to accept an order if the country to which payment is transferred is covered by an embargo prohibiting or restricting payment transactions.
50. The Bank shall do its best for the amount of the foreign payment order to be transferred to the payee along the shortest bank itinerary as possible as at the lowest possible cost, which is left to Bank's choice. Similarly, the foreign bank operating Bank's account has the right if necessary to use at its discretion intermediation of other foreign banks. The Bank shall not be responsible for the operations of the bank operating Bank's account undertaken when executing a foreign payment order.
51. Bank's responsibility for non-execution or improper execution of a payment transaction, including a foreign payment order, shall be defined in the agreement, the rules for opening and managing of bank accounts for business entities in the Bank and the commonly applicable laws, with the proviso that:
 - 1) responsibility for its non-execution or incorrect execution of a payment transaction including a foreign payment order, shall be excluded in case of force majeure or if non execution or incorrect execution of a payment order is due to other regulations, in case of foreign payment order including local laws applicable to foreign banks;
 - 2) the limitations or exclusions of the Bank's responsibility set out in sections 47 to 50 of these Terms and Conditions apply