

§ 1 The Scope of the General Terms and Conditions. Definitions

- These General Terms and Conditions of MasterCard Business Payment Card Contracts for the Customers of Deutsche Bank Polska S.A. set the rules for the issue of MasterCard Business Silver and Gold payment cards by Deutsche Bank PBC S.A. to the customers who have signed with Deutsche Bank Polska S.A. a current account or auxiliary account contract.
- The terms used in this text shall mean:
 - "Contract"** – a signed form of application/contract for a Card with the General Terms and Conditions of Contracts and the Table,
 - "Holder"** – a legal person (corporation) or an organisational unit without the status of a legal person that have authorised the User to complete the Operations defined in the Contract, for the Holder and on its behalf,
 - "User"** – a natural person (individual) authorised by the Holder to complete the Operations defined in the Contract for and on behalf of the Holder; the User's identification details are shown on the Card,
 - "Bank"** – Deutsche Bank PBC S.A.,
 - "DB Polska"** – Deutsche Bank Polska S.A. – the bank that has signed with the Card Holder a current account or auxiliary account contract, acting as the agent of the Bank in its relationships with the Holder,
 - "Bank Adviser"** – an employee of DB Polska appointed to provide services to the Holder in all matters included in the entire scope of services provided by DB Polska on behalf of the Bank,
 - "Card"** – a charge card MasterCard Business Silver and/or MasterCard Business Gold issued by the Bank,
 - "Account"** – a current or auxiliary bank account operated in accordance with a separate contract signed between the Holder and DB Polska,
 - "Merchant Account"** – a bank account used to settle the Operations completed with the use of the Cards, operated by the Bank,
 - "PIN Code"** – an individual, confidential identification number assigned to the Card which together with data recorded on the Card is used to identify the User electronically for the purposes of Operations,
 - "IVR"** – an automated information and service system available at the Customer Contact Centre,
 - "Act"** – the Electronic Payment Instrument Act of 12 September 2002 (Journal of Laws Dz.U. No. 169, item 1385),
 - "Customer Contact Centre"** – an operating unit of the Bank, providing support to the Holder/User by telephone (a bank hotline number, available 24 h a day),
 - "Table"** – the "Table of Fees and Commissions for Banking Services Provided DB PBC to Entrepreneurs",
 - "Operation"** – a cash withdrawal or payment made with the use of the Card or Card number (including those made over the Internet, by telephone or mail),
 - "MasterCard Worldwide"**, **"MASTERCARD"** – MasterCard Worldwide, an international payment service association incorporated in the USA,
 - "Settlement cycle"** – a period of one month commencing on the 25th day of a calendar month both for Silver and Gold Cards,
 - "Insurer"** – AVIVA – Towarzystwo Ubezpieczeń Ogólnych S.A. with registered office in Warsaw,
 - "Business day"** – each day – excluding Saturdays, Sundays and bank holidays in the Republic of Poland – on which banking operations are completed,
 - "Global Card Limit"** – the sum of limits on the Cards issued to the Holder,
 - "Limit Amount"** – a limit defined for the User by the Holder,
 - "CVC2"** – a three-digit code printed on the back of the Card, used to confirm Operations completed over the Internet and by telephone – according to § 6.2.

§ 2 Introductory Provisions

- The Bank undertakes to issue the Cards to the Users indicated by the Holder. The Cards shall be issued according to the Contract signed between the Holder and the Bank represented for Contract purposes by DB Polska; the Holder undertakes to pay the fee for the issue of the Cards, set in the Table.
- The Bank may make the issue of the Cards conditional on the provision of a collateral by the Holder.
- The Bank may refuse to issue the Card without giving reasons.
- At the request of the Holder, the Bank may accelerate the issue process of the Card and collect for this the applicable fee set in the Table.
- The Holders and the Users of the Cards enjoy insurance coverage provided by the Insurer, from the day following the date of Card activation; the coverage is defined in the General Terms and Conditions of Insurance for MasterCard Business Cards (issued by the Bank to Card Users).
- A detailed description of insurance coverage, the rules of conduct in the case of insured incident, the rights and obligations of the Card Holder and User, of the Bank and the Insurer are contained in the following documents:
 - the General Terms and Conditions of Insurance applicable to medical service costs, assistance, loss of luggage, delays of flights during international

travel of Users of MasterCard Business Cards issued by Deutsche Bank PBC S.A.,

- the General Terms and Conditions applicable to cash withdrawn from an ATM, POS terminal or at the Bank's counter using MasterCard Business Cards issued by Deutsche Bank PBC S.A.,
- the General Terms and Conditions of Insurance applicable to unauthorised transactions made by third parties with the use of a lost or stolen MasterCard Business Card issued by Deutsche Bank PBC S.A.,
- the General Terms and Conditions of Insurance applicable to the consequences of accidents affecting the Holders and Users of MasterCard Business Cards issued by Deutsche Bank PBC S.A.,
- the General Terms and Conditions of Insurance applicable to the loss of documents or MasterCard Business Card issued by Deutsche Bank PBC S.A. during international travel as a result of robbery.
- The General Terms and Conditions of Insurance referred to in clause 6 are available on the web site of DB Polska (www.db-polska.pl).
- The Card is the property of the Bank and should be returned at each request of the Bank.
- The Holder/User may make statements or place orders concerning the use of the Card in writing through the Bank Adviser or – if so provided in the Contract – through the Customer Contact Centre. In the circumstances indicated in the Contract, the statements or orders may only be submitted by the Holder. The current list of statements or orders that may be submitted through the Customer Contact Centre is available on the web site of DB Polska (www.db-polska.pl).
- The Bank may refuse to accept an order placed by telephone with the Customer Contact Centre if:
 - there are doubts as regards the identity of the person placing the order,
 - the recording device is out of order.
- To ensure security, the Bank reserves the right to complete an additional check of the identity of the Holder/User and to have the order confirmed, e.g. by telephone contact using the number indicated by the Holder/User as a contact number, available in the Bank's systems.

§ 3 The Card

- The Card shall be delivered to the Holder/User by post or courier (applicable only to the accelerated procedure).
- The received Card is inactive and requires activation and definition of a PIN Code.
- Only the User of the Card is authorised to activate the Card and receive/change the PIN Code.
- The Card is activated and the PIN Code defined/changed during a telephone contact with the Customer Contact Centre.
- The User is required to sign the Card immediately upon its receipt.
- The User may use the Card from the time of its activation until its expiry date.
- The Card shall be valid until the last day of the month indicated on the back of the Card.

§ 4 Performance of the Contract

- The rights or obligation of the Bank defined in the Contract signed between the Bank and the Holder shall be exercised and fulfilled by the Bank or DB Polska acting as an agent of the Bank in the performance of the contractual provisions.

§ 5 The Scope of the Contract

- The Bank undertakes to settle the Operations completed with the use of the Card, and the Holder undertakes to pay the amounts of Operations, and the fees and commissions set in the Table.

§ 6 Use of the Card

- The Card may be used in Poland and abroad:
 - at POS (shopping and service establishments) and bank counters marked with the MASTERCARD sign,
 - at ATMs marked with the MASTERCARD sign.
- The Card may be used to complete Operations over the Internet and by telephone.
- At the request of the accepting merchant, the User shall produce a document confirming their identity (an ID card or a passport). The refusal to produce an ID document may make impossible the completion of an Operation.

§ 7 Limitations to Operations

- The Operations completed with the use of the Card may not exceed any of the following limits:
 - the amount limit within a Settlement Cycle,
 - the daily number of cashless operations,
 - the daily amount limit for cashless operations,
 - the daily number of cash withdrawals,
 - the daily amount limit of cash withdrawals.
- The unused portion of a daily amount limit shall not be added to the limit available on the next day.
- The unused portion of a monthly limit shall not be added to the limit available in the next Settlement Cycle.
- The amount limit within a Settlement Cycle may be reduced by the Bank by the Operations pending settlement completed in previous cycles.
- Information about currently applicable limits referred to in clause 1 above is available on the web site

of DB Polska (www.db-polska.pl) and is provided by the Bank Adviser.

§ 8 Card Account

- The Bank shall operate a Merchant Account used to settle the Operations completed with the use of the Card; the Account has a purely technical nature.
- The Holder's Account operated by DB Polska shall be debited to the total amount of Operations, completed with the use of all Cards and settled within the current Settlement Cycle by MasterCard Worldwide, plus the amount of payable fees and commissions, within three business days from the end of the Settlement Cycle. The Holder, while signing the Contract and the form of Application/Contract for the Card, authorises the Bank to debit the Holder's Account indicated in the Contract by way of direct debit.
- On the dates set in clause 2, the Holder shall have deposited in the Account funds sufficient to pay all obligations resulting from the use of the Cards.
- The Holder may not refuse to pay the amounts owed according to § 5, on the basis of objections or complaints against the party that has accepted the transactions completed with the Card.
- The monthly limit of expenses on the Card shall be restored for a new Settlement Cycle on the first day of the new Cycle.
- A payment or transfer of funds in the Merchant Account shall not increase the available Card limit and shall not be accounted for as debt repayment. Such funds shall be refunded to the account from which the payment or transfer was made.

§ 9 Limit Change

- The Bank may change the limits referred to in § 7.1 at the request of the Holder.
- A change to the limits referred to in § 7.1 at the request of the Holder shall be made by the Bank not later than on the second business day after the date of submission of the application, unless this requires an analysis of the Holder's creditworthiness, then the change shall be made immediately upon a positive credit decision.
- The Bank may change the Global Card Limit and the limits referred to in § 7.1 without the Holder's consent if any debts are not repaid by the Holder by due dates or there is an imminent threat that the debts will not be repaid. The Holder shall be immediately advised by the Bank of the change to the limits made without the Holder's consent.
- The Bank shall have the right to reduce the limits on selected Cards (as a result of the reduction of the Global Card Limit) if the credit rating of the Holder is impaired.

§ 10 Settlement Currency

- All Operations in foreign currencies shall be converted into the settlement currency of the Card, using the exchange rate applied by the payment organisation which settles the Operation. If the settlement currency of the Card differs from the currency of the Merchant Account, the amount of Operations shall be converted from the settlement currency into the currency of the Merchant Account at the offer exchange rate applicable at the Bank on the date of settlement of the Operation. The settlement currency shall be the euro (EUR).

§ 11 Information about the Operations

- Upon the end of each Settlement Cycle, the Bank shall send to the Holder, at the Holder's request, a statement of Operations settled within the Cycle, including:
 - total amounts of Operations and collected fees and commissions for individual Cards,
 - individual statements of Operations completed by the Card Users, with information about fees and commissions collected.
- If the statement of Operations is not delivered, the Holder shall immediately report this to the Bank Adviser.

§ 12 Inconsistencies in the Statement

- The Holder/User shall report all inconsistencies or mistakes in the statement of Operations within 14 calendar days from the day of receipt by the Holder of the statement referred to § 11.1.
- The report shall be submitted to the Bank through the Bank Adviser on the provided form. An appropriate evidence of the Operations shall be attached to the report.

§ 13 Complaint Handling Procedure

- The Holder/User may register complaints in writing or using electronic means of communication, through the Bank Adviser.
- To register a complaint concerning an Operation, the Holder/User shall complete the applicable form available on the web site of Deutsche Bank Polska S.A. (www.db-polska.pl).
- The Bank shall immediately consider the complaint and advise the Holder/User of the results of the complaint handling process within 14 calendar days.
- If the settlement organisation must be involved in the complaint handling process, the Bank Adviser shall inform the Holder/User about the results of the process within 14 calendar days from the date of receipt of a response from the settlement organisation or another involved entity.

5. If the complaint is found reasonable, the Bank shall credit the Merchant Account with the appropriate amount immediately upon the completion of the complaint handling process.
6. To document the complaint, the Holder/User shall make available to the Bank, through the Bank Adviser, a bank confirmation of the completed Operation or shall enclose copies of other documents that give reasons to the complaint.
7. To register a complaint concerning an Operation completed with the use of a lost Card, and in other circumstances at a reasonable request, the Holder/User shall deliver to the Bank through the Bank Adviser:
 - 1) a certificate made out by the police or prosecutor's office confirming that an offence has been reported,
 - 2) a detailed description of the circumstances accompanying the loss of the Card (date, place, incident description) and other information necessary to determine the scope of responsibility of the Bank and of the Holder/User.
9. The Bank may respond to a complaint by telephone, in writing, by e-mail or SMS.

§ 14 Personal Nature of the Card

1. The Card may only be used by the person whose identification details are printed on the Card.
2. The Holder shall be responsible for all consequences of the use of the Card by the User.
3. The Holder shall advise the User of the contents of these General Terms and Conditions of Contracts and the Table.
4. The Holder shall inform the Bank through the Bank Adviser about any changes to personal details of the Holder or the Use, contained in the Contract form.

§ 15 Obligations of the User

1. The User shall:
 - 1) keep the Card and protect the PIN Code with due care,
 - 2) keep the Card and the PIN Code separately,
 - 3) refrain from making the Card and the PIN Code available to third parties.
2. The Customer shall return the Card to the Bank through the Bank Adviser or destroy the Card so that its further use is prevented in the following circumstances:
 - 1) if the Card Contract is terminated or expires,
 - 2) if the Card validity term expires,
 - 3) at each request of the Bank justified by security, technical or operational concerns related to the Card.

§ 16 Precautionary Measures

1. The PIN Code should be entered in terminals where the Card is accepted so that third parties are unable to identify/record the Code.
2. If an incorrect PIN Code is entered three times in a terminal where the Card is accepted, all Operations with the use of the Card may be blocked for one day.

§ 17 Retaining the Card

1. The Card may be retained in particular in the following circumstances:
 - 1) a breakdown of the ATM,
 - 2) the use of a physically damaged Card,
 - 3) the use of a cancelled Card,
 - 4) the loss of the right to use the Card,
 - 5) the expiry of the Card validity term,
 - 6) improper use of the ATM by the User,
 - 7) inconsistent signatures on the Card and on the charge document,
 - 8) the use of the Card by an unauthorised person,
 - 9) after three entries of an incorrect PIN Code.

§ 18 Procedure following the Card Retention

1. If the Card is retained by an ATM or by a point of sale, the User has to immediately advise the Bank of this fact through the Customer Contact Centre to have the Card cancelled or blocked. The User can apply to the organisation operating the ATM to have the retained Card returned.

§ 19 Obligation to Cancel the Card

1. The User shall immediately cancel the Card if:
 - 1) the Card is lost or destroyed,
 - 2) the User suspects that a third party knows the Card number.
2. The Holder shall cancel the Card if the authorisation granted to the User is revoked, by giving an applicable order in writing through the Bank Adviser.

§ 20 Method of Cancellation

1. The Card should be cancelled by way of telephone call to the Customer Contact Centre and an oral order given to its employee to cancel the Card.

§ 21 Obligation to Confirm the Cancellation

1. The Holder/User shall submit to the Bank through the Bank Adviser a written notice containing the reasons of cancellation or a statement of loss of the Card within 7 days from the date of the telephone order, and if the Card is stolen, a proof of theft report to law enforcement authorities should be attached to the notice.

§ 22 Cancellation of the Card

1. The Bank may cancel/block the Card for a definite period if:
 - 1) there is an unacceptable debit in the Account,
 - 2) the Account contract has expired,

- 3) the right of the Holder to use the Account is excluded or limited, in particular the funds in the Account are garnished in a debt collection procedure, blocked according to a collateral agreement or pledged,
 - 4) the Holder revokes the authorisation granted to the User to use the Card,
 - 5) the limits of Operations referred to in § 7 are exceeded,
 - 6) there is a serious risk that the obligations resulting from the use of the Card will not be repaid,
 - 7) the value of assets securing the limit on the Card becomes too low,
 - 8) the Holder/User is in breach of any of the provisions of the Contract,
 - 9) there is a reasonable suspicion that an unauthorised person possesses the Card or Card data,
 - 10) a notice of termination of the Card/Account contract is received,
 - 11) the User has died.
2. The Bank has the right to cancel one or more, or all Cards issued according to the Contract to the Users indicated by the Holder if the credit rating of the Holder is impaired.

§ 23 Issue of a New Card

1. A new Card of the same type may be issued if:
 - 1) the Card is lost or stolen,
 - 2) the Card is destroyed or damaged,
 - 3) the Card is cancelled by the Bank due to a reasonable suspicion that an unauthorised person has completed an Operation.
2. The new Card shall be issued at the written request of the Holder.
3. When a new Card is issued, the Bank has the right to collect a fee for that service in accordance with the Table.

§ 24 Responsibility of the Holder

1. The Holder shall be charged for all confirmed Operations.
2. The Operation is confirmed once the PIN Code is entered in the terminal accepting the Card or a bill is signed by the User, and for remote Operations (orders over the Internet, by telephone and/or letter) – the Card number, expiry date and/or CVC2 number are given.
3. The Holder shall be charged for remote Operations even though the Card has not been physically presented.

§ 25 Limitation of the Holder's Liability

1. The Holder shall be charged for all Operations completed with the use of a lost Card until the Card is effectively cancelled at the Bank in accordance with § 20, up to the amount defined in the statutory provisions applicable to electronic payment instruments.
2. This limitation shall not apply to the Operations completed:
 - 1) with the use of the PIN Code,
 - 2) by the User,
 - 3) with the use of a Card made available to a third party,
 - 4) due to the failure to fulfil the obligations defined in § 3.3, § 12.1, § 15 or § 19.1,
 - 5) due to the failure on the part of the Holder or the User to take steps which could prevent unauthorised use of the Card.

§ 26 Exclusion of the Limitation

1. The Holder shall be charged for all Operations completed after the cancellation if they result from wilful misconduct of the Holder or the User.

§ 27 Exclusion of the Bank's liability

1. The Bank shall not be responsible in particular for:
 - 1) defective operation of an ATM/terminal at a point of sale due to reasons beyond control of the Bank, in particular due to incompetent handling or the use of damaged Card,
 - 2) the lack of cash in an ATM,
 - 3) the failure to pick up the cash dispensed by an ATM,
 - 4) the time used for Operation settlement by MasterCard Worldwide,
 - 5) any Operation completed with the use of a Card left at an ATM or point of sale,
 - 6) the denial to authorise or accept the Card for reasons beyond control of the Bank,
 - 7) Cards retained due to the reasons referred to in § 18, the consequences of disclosure of banking secrets to a person identified as the Card Holder/User,
 - 9) any Operation completed with the use of information disclosed by the Holder/User to unauthorised parties,
 - 10) a defective operation of power supply, telephone or IT systems, due to reasons beyond control of the Bank,
 - 11) the consequences of decisions or actions of public authorities or administrative bodies,
 - 12) the consequences of force majeure.

§ 28 Other Exclusions

1. The Bank shall not be responsible for any damages resulting from the issue of a technically defective or damaged Card. In this case, the Bank shall only be required to immediately replace the Card with a new one.

§ 29 Expiration of the Right to Use the Card

1. The right to use the Card shall expire if:
 - 1) the validity term of the Card has expired,
 - 2) the Contract or the Account contract has expired,
 - 3) the Card is cancelled,

- 4) the Card is destroyed,
 - 5) the User's authorisation to use the Card is revoked by the Holder,
 - 6) the User has disclosed the PIN Code to a third party,
 - 7) the User has died.
2. The Card shall immediately be returned to the Bank once the right to use the Card has expired. The Card may also be returned within the notice period for termination of the Contract.

§ 30 Consequences of Termination

1. If the Holder terminates the Contract in accordance with Section 18 of the Act, the Bank shall have the right to collect from the Holder the expenses incurred by the Bank on the Card issuing process.

§ 31 Termination of the Contract

1. Either Party may terminate the Contract by written notice.
2. The Bank may terminate the Contract if:
 - 1) the Holder or the User is in breach of the provisions of the Contract,
 - 2) the Holder lacks or has limited legal capacity,
 - 3) there are reasons to terminate the Account contract,
 - 4) the bankruptcy or liquidation procedure is commenced against the Holder or a motion for such procedure has been filed,
 - 5) a Card has been lost or destroyed three times,
 - 6) any debt is not repaid to the Bank by due date,
 - 7) another incident has occurred that has a material adverse effect on the Holder's ability to pay amounts owed to the Bank,
 - 8) funds are not paid in the Account on a regular basis,
 - 9) the product is removed from the Bank's offer.
3. The Bank has the right to terminate the Contract if the Holder's credit rating deteriorates.
4. The termination notice period shall be 1 month.
5. The Contract may only be terminated by a written notice. The Holder may only terminate the Contract through the Bank Adviser.

§ 32 Amendments to the Account Contract

1. The Account contract made between the Card Holder and DB Polska which would have been terminated upon the expiry of its termination notice period shall nevertheless be extended until the end of a period set for the settlement of all Operations completed with the use of all Cards associated with the Account (the retention period).
2. The retention period shall run from the date of return of the last Card or its cancellation for 35 calendar days.
3. DB Polska shall not accept any new orders concerning the Account within the retention period.
4. The provisions of bank account contracts or contract forms shall be binding, save for the above clauses.

§ 33 Contract Extension

1. If the Holder does not advise the Bank through the Bank Adviser that the Card should not be extended by the 20th calendar day of the penultimate month of the Card validity term, the Bank shall issue a new Card and shall collect from the Holder a fee for its issue.
2. The Bank may refuse to extend the Contract and shall immediately advise the Holder of that decision. In this case, the new Card will not be issued.
3. The new Card shall be used in accordance with the conditions defined in the Contract and in these General Terms and Conditions of Contracts.

§ 34 Recording of Conversations

1. All telephone connections with the Customer Contact Centre may be recorded with the use of suitable recording devices.

§ 35 Fees and Commissions

1. The Bank shall collect fees and commissions for the services defined in the Contract and in the General Terms and Conditions of Contracts. The amounts of the fees and commissions are set in the current Table. An excerpt from the Table containing the amounts of the fees and commissions applicable to the Cards shall be delivered to the Holder at the time of execution of the Contract.
2. The Bank may amend the Table on the basis of its assessment of economic factors affecting the amounts of the fees and commissions. In particular, a change to the amounts of the fees and commissions may result from the modifications of the scope or form of provided services, changes to the fees collected by the Bank's suppliers and from other factors which have an direct or indirect effect on the costs of those services.
3. The Holder shall be advised of any changes to the amounts of the fees and commissions by way of delivery of a new updated Table or of a list of amendments to the Table.
4. The current Table is available on the web site of DB Polska: www.db-polska.pl

§ 36 Modification Clause

1. The Bank reserves the right to amend the Contract for material reasons. The Bank shall advise the Holder of any amendments made. The amendments shall become binding if the Holder does not terminate the Contract within 14 calendar days from the date on which the Holder is advised of them by a notice from the Bank.