

**REGULATION ON SERVICES PROVIDED ONTO IGORIACARD
PLATFORM AND ON USE OF PAYMENT INSTRUMENTS ISSUED
BY IGORIA TRADE S.A.**

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Table of contents:

SECTION I. THE INITIAL TERMS AND DEFINITIONS.....	2
SECTION II. THE GENERAL TERMS.....	9
SECTION III. THE TERMS AND CONDITIONS OF PROVIDING THE SERVICES.....	10
SECTION IV. THE PROCEDURES AND TERMS OF THE AGREEMENT CONCLUSION .	11
SECTION V. THE PROCEDURE AND TERMS OF SUBMITTING EXCHANGE ORDERS .	13
SECTION VI. THE PROCEDURES AND THE TERMS OF BANK TRANSFERS.....	14
SECTION VII. THE USE OF THE PAYMENT INSTRUMENT'	16
SECTION VIII. THE CARDHOLDER'S RESPONSIBILITIES	23
SECTION IX. THE LOSS OR DAMAGE OF THE PAYMENT INSTRUMENT'	24
SECTION X. THE RESPONSIBILITY OF THE CARDHOLDER	25
SECTION XI. THE PROOFS AND CONFIRMATIONS OF THE TRANSACTIONS.....	26
SECTION XII. THE TECHNICAL REQUIREMENTS.....	27
SECTION XIII. THE SECURITY	27
SECTION XIV. THE SYSTEMATIC SUPERVISION / RESPONSIBILITY.....	27
SECTION XV. THE COMPLAINTS.....	28
SECTION XVI. THE FEES AND CHARGES.....	32
SECTION XVII. THE PERSONAL DATA PROTECTION	33
SECTION XVIII. THE TERMS OF RESIGNATION FROM THE SERVICES	35
SECTION XIX. THE FINAL PROVISIONS	35

SECTION I. THE INITIAL TERMS AND DEFINITIONS

§ 1

This Regulation defines the principles of providing services onto IgoriaCard platform and the use of Payment Instruments issued by Igoria Trade S.A., in particular, the principles of issuing and using Payment Instruments and the principles of settlements of Transactions to be made by Payment Instrument.

§ 2

The terms and phrases used in this Regulation and listed below receive the meaning as follows:

Acceptor – an entrepreneur who accepts payment(s) for the offered products or services in a non-cash form through using the Card.

Mobile application – an application that allows to use selected functions and services of the IgoriaCard platform while using mobile devices.

Authorization – a Cardholder's consent to make the Transaction in the manner as described in this Regulation for Providing the Services.

ATM – a device that enables a Cardholder to withdraw cash independently through using a Card or make other operations.

Beneficial owner – any natural person(s) who ultimately owns or controls the customer and/or the natural person(s) on whose behalf a transaction or activity is being influenced or conducted, or any natural person(s) on whose behalf business relationships are established or an occasional transaction is conducted and includes:

- (a) in the case of the customer being a corporate entity other than a company of which stocks are allowed to be exchanged on a regulated market that is subject to disclosure requirements consistent with Union law or subject to equivalent any third party requirements which ensure adequate transparency of ownership information:
- a natural person that is a shareholder or a stockholder of the customer and that is shareholding more than 25% of all shares or stocks in that legal entity;
 - a natural person that is shareholding more than 25% of an ownership held in the customer's assembly, as well that is a pledgee or user, or acts under arrangements made with other entitled ones to an ownership held;
 - a natural person that controls a legal entity or legal entities which altogether are entitled to more than 25% of the customer's all shares or stocks, or altogether they are shareholding more than 25% of an ownership held in the customer's assembly, as well they are a pledgee or user, or they act under arrangements made with other entitled ones to an ownership held;

- a natural person that controls the customer through entitlements towards that legal entity as mentioned in art. 3 par. 1 p. 37 of the Accountancy Act of 29.09.1994 (Journal of Laws of 2018 item 395, 398 and 650), or
- a natural person that takes a senior managing official position in the case of a documented lack of possibility to establish or any doubts how to identify natural persons as stipulated in the first, second, third and fourth tiret and in the case of no suspicions of money laundering or terrorist financing;

(b) in the case of the customer being the trust:

- (i) the settlor;
- (ii) the trustee;
- (iii) the protector, if any;
- (iv) the beneficiary;
- (v) any other natural person exercising ultimate control over the trust;

(c) in the case of the customer being a natural person that conducts his own business activity, against whom there have been no reasons or circumstances appointed him to be controlled by any other natural person or natural persons, it is deemed to be that such the customer is the beneficial owner at the same time.

Card blocking – a temporary blocking a possibility of making Transactions or other operations through using a Card by the Issuer.

CardMailer – pieces of information and instructions that are attached to a Card at the time of its issuing by the Issuer.

Service Center – a 24/7 phone call center for Users of the IgoriaCard Platform that allows, in particular, to submit a complaint, Cancellation or a temporary Card Lock.

Working day – every business day in which the Issuer operates, except for Saturdays or days recognized as statutorily free of work.

Client's Disposal – an order placed by a Customer in order to perform certain actions related to providing the services as covered under the Agreement and this Regulation on Services Provided, including instructions that may regard its content, provided in a paper, telephone or electronic form, including through the IgoriaCard Platform.

Password – a unique and conforming to the security requirements of the Issuer a string of letters, digits or other ones that allows the account to be accessible onto the IgoriaCard Platform, which should be kept confidential and may not be made available to any third parties without authorization.

Payment Instrument (Card) – within the meaning of the Act on the Payment Services, including an access to cash remotely, an individualised tool related to the Main Account or the Subsidiary Account of a Cardholder in the Issuer's Payment System used by an IgoriaCard Platform User to submit payment orders.

CVC2/CVV2 Code – a three-digit code located on the back of a Card, used to authenticate a Card while making Internet, telephone and postal transactions, appropriate for the selected International Payment Organization (Mastercard, Visa).

PIN Code – a confidential identification code sent electronically to a Cardholder through the IgoriaCard Platform, which serves to authorize the Transaction together with the data contained in a Card.

User's Account – an access onto the IgoriaCard Platform for a User logged in with the use of a Password and Login, or other forms of login accepted by the Issuer that enables an access to the User's data resource and information about his/her activities onto the IgoriaCard Platform.

Transaction Limits – a quota or quantity limits specified for particular types of Transactions or types of Payment Instruments, up to the amount the Issuer gives consent to make the Transaction.

Login – the unique e-mail address provided by a Customer, used for communication purposes between the IgoriaCard Platform and a Customer and required together with a Password to register and use a User Account.

International Payment Organisation – an international organization that associates financial institutions, under which the Issuer issues Payment Instruments upon the basis of the licenses the Issuer holds.

Politically Exposed Person (PEP) – a natural person who is or who has been entrusted with prominent public functions and includes the following:

- (a) heads of State, heads of government, ministers and deputy or assistant ministers, including President of the Republic of Poland, Prime Minister and Vice-Prime Minister;
- (b) members of parliament or of similar legislative bodies, including representatives and senators;

- (c) members of the governing bodies of political parties;
- (d) members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except extraordinary procedures, including judges of the Supreme Court, the Constitutional Tribunal, the Supreme Administrative Court, regional administrative courts and appeal courts;
- (e) members of courts of auditors or of the boards of central banks, including the President and members of the Management Board of National Central Bank;
- (f) ambassadors, chargés d'affaires and high-ranking officers in the armed forces;
- (g) members of the administrative, management or supervisory bodies of State-owned enterprises, including State-owned enterprises' directors and members of the management and supervisory boards of companies with a participation of State Treasury where more than a half of stocks or shares belongs to State Treasury or any other State-owned legal entity;
- (h) directors, deputy directors and members of the board or equivalent function of an international organization;
- (i) general directors of chief and central public organs, general directors of regional offices and managers of local offices within governmental specific administration organs.

Persons known to be close associates to a Politically Exposed Person (PEP) –

- (a) natural persons who are known to have joint beneficial ownership of legal entities, entities being not legal entities or trusts or legal arrangements, or any other close business relations, with a politically exposed person;
- (b) natural persons who have sole beneficial ownership of a legal entity, entity not being a legal entity or trust or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.

Family members of a Politically Exposed Person (PEP) –

- (a) the spouse, or a person considered to be equivalent to a spouse, of a politically exposed person;
- (b) the children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person;
- (c) the parents of a politically exposed person.

IgoriaCard Platform – an internet platform available at the Internet address www.igoriacard.com and related addresses indicated by the domain names of other countries, maintained by the Issuer, that enables the use of services offered by the Issuer for Users logged in.

Cardholder – a Card bearer that has been identified, has gained access to the User's Account, acquired a Card in a manner stipulated in these Terms and Conditions of Providing the Services and in universally binding laws and regulations.

Card's Account – an account maintained in the Issuer's Payment System in all currencies offered by the Issuer at the same time, directly related to a Card given and that enables its recognition or encumbrance through execution of the Client's Orders, including Transactions while using a Card up to the amount deposited and the limits withdrawal.

Main Account – an account of the IgoriaCard Platform User assigned to each User at the moment the registration process is complete, kept in the Issuer's Payment System in all currencies offered by the Issuer at the same time.

Subsidiary Account – an account that enables identification of the funds of the IgoriaCard Platform User granted for on a request of a Platform User at the time of ordering a new Payment Instrument. Run in the Issuer's Payment System in all currencies offered by the Issuer at the same time.

Regulation on the Services Provided (Regulation) – Regulation on the Services Provided onto the IgoriaCard Platform and the Use of the Payment Instrument Issued by Igoria Trade SA.

Available Funds Balance – the amount of funds stored in the Card Account, which can be expressed in one of the currencies offered by the Issuer and is reduced by current authorization blockades.

Issuer's Website – a public available website with the address www.igoriatrade.com and / or www.igoriacard.com, where there are, in particular, descriptions of the offered products and services, including the applicable Table of Fees and Charges and the Regulation.

Issuer's Payment System – a payment and transaction system to be operated by the Issuer, where a User's payment accounts and stored funds are kept.

Table of Fees and Charges – the applicable table of fees and charges of the IgoriaCard, announced and made available on the Issuer's Website, accepted at the time of registration onto the IgoriaCard Platform.

POS Terminal – an electronic payment terminal that enables a Cardholder to make Transactions, including POS Terminal equipped with a contactless reader and that allows to make Contactless Transactions while closing a Card up.

Transaction – a cash withdrawal, transfer or payment for purchased goods and services while using a Card and Exchange Orders made onto the IgoriaCard Platform.

Remote Transaction – a transaction being a non-cash payment made without the need to physically present a Card (e.g. through the Internet).

Contactless Transaction – a transaction that is a non-cash payment, executed at the POS Terminal that allows to make payments while closing a Card up to a contactless reader.

Agreement – the contract concluded between the Issuer and a User of the IgoriaCard Platform at the time of registration, after a prior acceptance of the Regulation and the Table of Fees and Charges. The contract is valid until it is terminated by one of the parties.

Entitled Entity – a domestic or foreign bank, a payment institution, the International Payment Organization, an entity responsible for handling the card issuing process and authorization of Card transactions as well as another entity providing services necessary for correctly providing the services by the Issuer.

The Act on Providing the Electronic Services – the Act of 18 July 2002 on Providing the Electronic Services (Journal of Laws 2017 item 1219 with later amendments).

The Act on Anti-Money Laundering and Terrorist Financing – the Act of 1 March 2018 on Anti-Money Laundering and Terrorist Financing (Journal of Laws of 2018, item 723).

Regulation (EU) 2016/679 – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 119/1 of 04.05.2016).

The Act on Personal Data Protection – the Act of 10 May 2018 on the Personal Data Protection (Journal of Laws of 2018, item 1000).

The Act on Payment Services – the Act of 19 August 2011 on the Payment Services (Journal of Laws of 2017, item 2003 with later amendments).

The Act on the implementation of the Agreement between the Government of the Republic of Poland and the Government of the United States of America on improving the fulfillment of international tax obligations and the implementation of the FATCA

legislation – the Act of 9 October 2015 on the implementation of the Agreement between the Government of the Republic of Poland and the Government of the United States of America on improving the fulfillment of international tax obligations and the implementation of the FATCA legislation (Journal of Laws of 2017, item 1858).

The Act on Foreign Currency Law – the Act of 27 July 2002 on the Foreign Currency Law (Journal of Laws of 2017, item 679 with later amendments).

User (Client) – a natural person, legal person or entity without legal personality that meets the terms of the Regulation on Providing the Services, has fully registered, as a result of that a User Account was created for him/her and he/she was granted an access to the services provided onto the IgoriaCard Platform.

Settlement Currency – the currency that is used by the International Payment Organization to settle Transactions made while using a Card. In the event that the Transaction Currency is one of: PLN, EUR, GBP, CHF, USD, NOK, ILS or TRY, the Dealing Currency is the Currency of the Transaction. If the Currency of the Transaction is different than the ones listed above, the Settlement Currency is EUR. This also applies to the situation in which a Cardholder agrees to change the Transaction Currency as part of the service offered by the Acceptor. The Settlement Currency of the Cards is determined by the Issuer in the agreement with the International Payment Organization.

Transaction Currency – the currency in which a Cardholder performs the Transaction.

Issuer – the Igoria Card Payment Instrument issuer – Igoria Trade S.A., a company registered with the National Court Register – District Court of City of Warsaw in Warsaw, XIIIth Commercial Department of the National Court Register, the National Court Register (KRS) No.: 0000385303, Statistical No. (REGON): 142942858, Tax No. (NIP): PL5252507681 and the legal seat in Poland, Warsaw at 111A Puławska Street, ap. 109, 02-707 Warsaw.

Currency Exchange – a transaction of the exchange from a specified amount of one currency into another currency at the current exchange rate available on the IgoriaCard Platform.

Withdrawal – a Customer's instruction that specifies the payment of cash to another account maintained as part of the IgoriaCard Platform or in a form of a bank transfer to an account kept at a domestic or foreign bank as well as cash withdrawal at the ATM.

Topping up the card – increasing the Available Funds Balances through transferring funds to the Card Account or crediting the Card Account with another Payment Card.

Blocking the Card – a permanent blocking a possibility of using a Card in the system of the Issuer and the International Payment Organization upon a Cardholder's request, as a result of the Issuer's or the Entitled Entity's decision.

SECTION II. THE GENERAL TERMS

§ 3

The card is issued by the Issuer and constitutes a Payment Instrument that allows to execute Transactions up to the Balance Funds Available on the Card Account kept in the Issuer's Payment System or up to the Balance on other Main Accounts or Subsidiary Accounts maintained for the User up to the daily quota limits of his one User's own internal transfers between the Main Account and Subsidiary Accounts as defined by himself onto the IgoriaCard Platform.

§ 4

The Issuer provides the Payment Instrument to the Holder and provides the instruction and optionally the CardMailer leaflet.

§ 5

The PIN code is handed over to the Cardholder through the IgoriaCard platform in a secure manner keeping the confidentiality, i.e. in a way that prevents the PIN code from being known to any third parties.

§ 6

1. Activation of the Payment Instrument is made by the Cardholder on the IgoriaCard Platform in a manner as indicated in the CardMailer or following the instructions available on the Issuer's Website.
2. The Card Account is selected at the time of ordering the Card on the IgoriaCard Platform User's request.
3. In case of the Card activation while processing the User's registration, the Card Account is the IgoriaCard Platform User's Main Account.
4. The card is valid until the end of the validity period that is printed on the face of the Card. After that period it is not possible to make any Transaction with an invalid Card.

SECTION III. THE TERMS AND CONDITIONS OF PROVIDING THE SERVICES

§ 7

1. The Issuer provides his services in accordance with the Agreement, Regulation and applicable laws through the IgoriaCard Platform.
2. The Customer has an access to services through the IgoriaCard Platform after the prior correct registration, positive passage through the identity verification process and activation the User Account.
3. Through performing the activities as referred in subparagraph 1, The Issuer undertakes to perform them with a due diligence.
4. The Issuer has the right to refuse to perform actions in accordance with the Agreement if there is a justified suspicion of non-compliance with the law.
5. The Issuer may cease to provide services for the time of suspension the access to the Issuer's Payment System or the system of another Eligible Entity the Issuer cooperates with directly to provide services. Information on the suspension of providing the services and the planned resumption date is available on the Issuer's Website.
6. The Issuer is not liable for incorrect or erroneous Instructions of the Client unless the responsibility of the Issuer in this respect arises from applicable binding laws and regulations. The Issuer reserves the right not to accept the Customer's Instruction if it is inconsistent with the provisions of the Regulation as well as the right not to accept, cancel or modify the Client's order if its execution is impossible due to circumstances for which the Issuer is not liable on the basis of applicable binding laws and regulations.
7. The Issuer is not responsible for the consequences of transferring and executing different Customer Orders by spouses or their proxies or co-owners or authorized persons.
8. In the case of spouses or their proxies or co-owners or authorized persons submitting different Client Instructions, which exclude their implementation, the Issuer will execute different Customer Instructions in accordance with the order in which they are placed onto the IgoriaCard Platform to enable their implementation.
9. The Customer may use the services provided by the Issuer and specified in the Regulation, within the chosen scope.
10. The basic distribution channel of information between the Issuer and the Customer while providing the services is the e-mail communication channel, the SMS communication channel and the IgoriaCard platform. In situations that require a telephone contact, the Customer has

the option to contact the Issuer through a hotline available on business hours on the Issuer's Website.

11. The service provided to individuals and business entities is carried out electronically.
12. The service is provided 7 days a week, 24 hours a day, subject to the temporary restriction or suspension the access, referred to subparagraph 5.
13. The minimum value of the Payment made as part of services is PLN 5 or the equivalent in another currency using the average NBP exchange rate applicable on the day the Transaction was executed.

§ 8

1. The Issuer reserves the right to refuse to register the User Account, delete the User Account, temporarily block the Card or User Account, and refuse to execute the Disposition without giving a reason.
2. The Issuer is entitled to request the User to deliver official identity documents or their notarial certified copies, other equivalent documents or company registration data at any time. Until the User provides a copy of the document(s) covered by the request, the Issuer has the right to suspend the execution of the Client Dispositions without the obligation to pay the User any costs related thereto.
3. If the User fails to submit a copy of the document(s) covered by the request, the Issuer has the right to cancel all Dispositions made by the User without the obligation to reimburse the User any costs related thereto.

SECTION IV. THE PROCEDURES AND TERMS OF THE AGREEMENT CONCLUSION

§ 9

1. Conclusion of the Agreement for providing the services between the Issuer and the Customer takes place through registration onto the IgoriaCard Platform and acceptance of this Regulation and the Table of Fees and Charges.
2. The registration process begins with providing a unique Login and Password by Customer.
3. Within the registration process, the Customer is obliged to fill in an electronic form by providing personal data and/or company data defined as obligatory in accordance with the current status.
4. Within the registration process the data provided by the Customer is verified, in particular, the Login in the form of an e-mail address and a mobile phone number.

5. Verification of the Login consists of sending an e-mail with a registration link to the IgoriaCard Platform made by the Issuer where, in order to complete the registration of the User Account, the said e-mail has to be opened in a web browser in accordance with the requirements specified in § 34.
6. Verification of the Customer's mobile phone number consists of sending a unique activation code SMS made by the Issuer which, in order to properly activate the User Account, has to be entered in a specific field of the registration form.
7. Within the registration process, the Client declares whether he is: a Politically Exposed Person (PEP), a person known to be a close associate to a Politically Exposed Person (PEP) or a family member of a Politically Exposed Person in accordance with the requirements of the Act on Anti-Money Laundering and Terrorist Financing, a US taxpayer as required by the Act on the Contract between the Government of the Republic of Poland and the Government of the United States of America compliance with international tax obligations and the implementation of FATCA legislation.
8. In the case of registration business entities, the Client is obliged to provide information regarding the Beneficiary Owner.
9. In the case of registration foreign entities, the Customer is asked to complete the registration form with foreign identification numbers of his entity that are valid in the relevant country.
10. The Issuer has the right to request the Customer to deliver additional information and documents upon the basis of those the Issuer verifies the Client's data entered while registration, in particular, information required under the Act on Anti-Money Laundering and Terrorist Financing.
11. The Customer has to inform immediately the Issuer about any changes in the data contained within the registration process by updating the data and using the functions available on the User's Account.
12. The Issuer is not liable for damages caused by the Customer's failure to register.
13. Prior concluding the Agreement, the Customer is obliged to read the content of this Regulation available on the Issuer's Website and confirm its acceptance.
14. The Customer is responsible for the security and proper use of the Password which should be kept confidential. In the event of any circumstances indicating the suspicion that the Password was in the possession of unauthorized persons, the Customer would be obliged to immediately notify the Issuer about such a fact and change the Password.

15. The Customer is liable for sharing (also due to the lack of the proper security) the Password to unauthorized persons.
16. The Customer is responsible for the physical security and proper use of the Payment Card. If the Card has been or is likely to be in the possession of unauthorized persons, the Customer is obliged to notify the Issuer immediately about this fact in order to Block the Card or Cancel the Card.
17. The proper completion of the registration process results in the conclusion of the Agreement, after which the Client receives an e-mail that confirms that his User Account on the IgoriaCard Platform has been created and activated.
18. The Issuer sends the ordered Card within 2 business days from receiving the Customer's Instruction to the correspondence address indicated by the Customer.
19. The User is obliged to sign the Card on the reverse permanently, immediately after its receiving.
20. The ordered Card is inactive. The use of the Card is possible after its activation and displaying, on the Customer's request, the PIN Code available on the User's Account.
21. In the case of a Virtual Card, its use is possible after activation, display of the Card number, CVC2 code and expiry date.

SECTION V. THE PROCEDURE AND TERMS OF SUBMITTING EXCHANGE ORDERS

§ 10

1. The execution of currency exchange orders that are ordered by the User onto the Platform and the automatic exchange of currencies at the time of authorization are made at the current rates available onto the IgoriaCard Platform.
2. The Issuer sets exchange rates based upon exchange rates available on the interbank market, provided by external suppliers, currency exchanges, the International Payment Organization or other sources of currency quotations on international markets.
3. The determination of exchange rates is made upon the basis of sources of information as referred in subparagraph 2, taking into account the current strategy of shaping the Issuer's courses, in particular, taking into account the current market situation, periods of increased risk of sudden changes in currency exchange rates, e.g. at night, on bank holidays, on holidays for individual currencies, when the foreign exchange market is closed and in the event of announcing important market information that may have a significant impact on exchange rates,

e.g. unemployment rate, Communications of the Monetary Policy Council, the European Central Bank or other relevant financial and economic pieces of information.

4. In the case of a transaction in which the Transaction Currency is PLN, EUR, GBP, CHF, USD, NOK, ILS or TRY, the Issuer sets exchange rates of available currencies on the Transaction Currency at the exchange rate set out in subparagraph 3.
5. In the case of a transaction in which the Transaction Currency is PLN, EUR, GBP, CHF, USD, NOK, ILS or TRY, the Issuer sets exchange rates of available currencies on the Transaction Currency at the exchange rate set out in subparagraph 3 by using the Issuer's charge for conversion while Transaction in accordance with the applicable Table of Fees and Charges.
6. In the case of a transaction which Transaction Currency is different from the ones mentioned above in subparagraph 4 and 5, the Issuer shall set exchange rates of available currencies on the Settlement Currency at the exchange rate specified in subparagraph 3 by using the Issuer's charge for conversion of the Transaction in accordance with the applicable Table of Fees and Charges.
7. If the Cardholder has not established a different currency conversion order for transactions made in a currency other than the available on the Card Account, in the case of insufficient funds in the Transaction Currency on the Card Account, the default order of debiting the Card Account is as follows: PLN, EUR, USD, GBP , CHF, NOK, SEK, DKK, CZK, HUF, AUD, CAD, RUB, TRY, ILS, BGN, RON.
8. The Cardholder may change the currency conversion specified in subparagraph 7 on the User's Account onto the IgoriaCard Platform before making the Transaction.
9. Subject to subparagraph 8 above, in the event of insufficient funds available on the Card Account, the Issuer may charge the User's Master Account in the order specified in subparagraph 7 up to the limits set on the User's Account onto the IgoriaCard Platform.

SECTION VI. THE PROCEDURES AND THE TERMS OF BANK TRANSFERS

§ 11

1. Payments to the General Account or the Subsidiary Account are accepted through bank transfers made from the sender's bank account in accordance with the instructions for making payments available on the User's Account onto the IgoriaCard Platform.
2. The payment should be made from the owner's User's Account bank account onto the IgoriaCard Platform as well as its co-owners or proxies, stating the transfer title in accordance

with the instructions for making payments in order to easily identify the owner of the account and funds.

3. In case of difficulties in identification of the account ownership that may result from the lack of or incorrect Customer ID in the title of the transfer, the Issuer is obliged to exercise due diligence in order to identify the Customer and the owner of the funds in accordance with the applicable law.
4. If it is impossible to identify the owner of the account and funds, the Issuer will refund the received funds in accordance with the provisions of the applicable law.
5. If it is not possible to return funds in accordance with subparagraph 4, the Issuer reserves the right to post funds on accounts to clarify and stop the return until contacting the sender of the transfer. Upon the basis of a documented transfer order posted on the account for clarification, the funds can be returned or booked in accordance with the sender's instructions.
6. The Customer's Account will be topped up immediately after receiving funds for the selected bank account of the Issuer in a relevant currency, kept in the banks specified in the instructions for making payments on the User's Account.
7. Within the IgoriaCard Platform internal transfers may be ordered between the accounts of one and same User as well as internal transfers between third parties accounts of various Users registered onto the IgoriaCard Platform.

§ 12

1. The Issuer withdraws the Customer's funds in accordance with the Client's Disposal on bank accounts correctly defined and authenticated by an SMS code.
2. Payment Disposals are accepted only through the IgoriaCard platform.
3. The Issuer is obliged to execute the Funds withdrawal as soon as it is received.
4. The duration of the withdrawal depends on the time of making transfers at individual banks, and, in particular, on the working hours of banking systems.
5. The Issuer is obliged to exercise due diligence so that payments made to clients' bank accounts at banks where the Issuer keeps accounts will be executed immediately.
6. Payments to bank accounts of Customers in banks where the Issuer does not have any bills will be processed immediately after receiving the Customer's Disposal. The withdrawal time depends on the time of inter-bank transfers in a relevant currency.
7. If it is necessary to transfer funds in a relevant currency between banks where the Issuer has its bank accounts in order to execute the Payment order, the payout time may be extended but no longer than the interbank transfer execution time.

8. In the case of random events, independent of the Issuer the time of transfer may be extended about which the Issuer will inform the User immediately.
9. Payments are made only in non-cash form through bank transfers.
10. Taking into consideration the Client's safety and good, the Issuer has the right to refuse or suspend payment, if there is a justified suspicion of non-compliance or a circumstance that suggests that an unauthorized person has gained access to the User's Account, about which the Customer will be notified immediately.

SECTION VII. THE USE OF THE PAYMENT INSTRUMENT

§ 13

1. The User may use the Card at home and abroad within the period the Card is valid and in places marked with the International Payment Organization logo located on the Card.
2. The Card may not be sold to any third parties without a consent of the Issuer made in writing.

§ 14

1. Through using the Card the following ones can be made:
 - a. payments for goods and services from Acceptors (also including Contactless Transactions), and at ATMs,
 - b. cash withdrawals at ATMs marked with the International Payment Organization logo located on the Card.,
 - c. payments for goods or services ordered or provided through the Internet from Acceptors, without the need to physically present the card.
2. The Transactions as referred in subparagraph 1 may be made, in particular, through using POS terminals and ATMs, marked in accordance with § 13 subparagraph 1.
3. If the Issuer provides such a functionality, on the Cardholder's request it is possible to launch an NFC type service that allows to make contactless payments through mobile devices.
4. Contactless transactions may be made under the following conditions:
 - a. The Issuer has made such a functionality available on the Card, according to information in CardMailer or onto the IgoriaCard Platform
 - b. The Acceptor is equipped with a POS terminal and a contactless function marked with the acceptance mark of the offered service,

- c. The contactless transaction does not exceed the maximum limit of the amount specified by the Issuer in §18 subparagraph 3 or the limit set out by the User onto the IgoriaCard Platform,
 - d. Authorization has been made by the Cardholder.
5. Regardless of the amount of the Contactless Transaction, the Issuer reserves the right to request a confirmation of such a Transaction by entering the PIN Code or by submitting the Cardholder's signature as the transaction proof coming from the Cardholder.
 6. In order to activate the proximity function of the Card, if the Card has such a functionality, before the first contactless transaction it may be required to execute the Transaction with the PIN Code confirmation.
 7. The Transactions as referred in subparagraph 1 point c. may be made in a distance from the Acceptors, marked with the International Payment Organization's logo, under which the Cards are accepted.
 8. The transfer of a Card number to perform a Remote Transaction may result in debiting the Card Account as well as the Main Account in accordance with §10 subparagraph 9, without the necessity to confirm the Transaction by entering the PIN Code or signing the Cardholder.

§ 15

1. The Transaction is authorized by the Cardholder through the ones as follow:
 - a. the Card physical presence and entering the PIN Code at the ATM or POS,
 - b. the Card physical presence and signing as the proof of the Transaction as per the signature on the Card,
 - c. closing up the Card to the Proximity Reader for Contactless Transactions and confirmation of the Transaction by entering the PIN Code or submitting the Cardholder's signature as the transaction proof, if required by Acceptor,
 - d. providing the unique data printed on the Card or assigned to the virtual Card and the Cardholder's data in the case of Remote Transactions,
 - e. the Card physical presence or its placement in the device through which the Transaction is made and the Cardholder's own signature, or entering the PIN Code if required by the International Payment Organization,
 - f. closing up the Card to the Proximity Reader and entering the PIN code or placing the signature as the proof of transaction in accordance with the Cardholder's signature – in the case of a Contactless Transaction that exceeds the amount limit for Contactless Transactions,

- g. closing up the Card to the Proximity Reader – in the case of a Contactless Transaction that does not exceed the amount limit for contactless transactions, subject to the right of the Issuer to request the Cardholder to make such transaction by entering a PIN or placing a signature as the proof of transaction that matches the signature on the Card, regardless of the amount of the Contactless Transaction,
 - h. providing the Card data and if the Issuer provides such a functionality the 3-D Secure code – in the case of remote transactions.
2. In the case of recurring Transactions (e.g. subscriptions, subscription fees, membership fees, etc.), the Cardholder through the Authorization of the first Transaction, in the manner as specified in subparagraph 1, agrees to make subsequent Transactions, to the extent agreed with the Acceptor.

§ 16

After the Cardholder authorizes the Transaction in accordance with §15, the Transactions are irrevocable, with the restriction that the Cardholder has the right to withdraw consent to make subsequent Transactions as referred in §15 subparagraph 2 in accordance with the rules accepted by the Acceptor.

§ 17

1. At the moment the Issuer is provided the authorization inquiry by the International Payment Organization, the Issuer may block funds on the Card Account or Main Account in accordance with §10 paragraph 9 to settle the Transaction.
2. As referred in subparagraph 1 the blocking of funds will be made with the charges due to the Table of Fees and Charges.
3. The moment a settlement report that contains information of the Transaction made is delivered to the Issuer by the International Payment Organization will be deemed to be the moment the Issuer is provided a settlement Transaction order.
4. In the event of receiving information about the Transaction made in the settlement report that comes from the International Payment Organization, the Card Account will be immediately charged with the amount of the Transaction executed with the charges due, but no later than within 3 business days from the date of receipt of the above report.

§ 18

1. The Cardholder is authorized to make Transactions through using the Card until the end of the period the Card is valid and up to the amount of the current Available Funds Balance which may be increased by the balance on the Main Account in accordance with §10 paragraph 9.

2. The value of Transaction Limits depends on the type of Payment Instrument offered as part of the services provided through the IgoriaCard Platform.
3. Subject to the provisions of paragraph 1 the Card may be used within the following maximum transaction limits as set out in the Issuer's Payment System:

	Transaction Limits	Individual Card	Business Card
Lp.		Amount in PLN	Amount in PLN
1/	Limit of a single Transaction in retail and service points as well as on the Internet	25 000,00	25 000,00
2/	Daily limit of Cash withdrawal transactions in ATM (for plastic cards)	20 000,00	20 000,00
3/	The daily limit of Transactions in retail and service points as well as on the Internet	25 000,00	25 000,00
4/	Daily limit of the Card top up	20 000,00	75 000,00

4. The value of Transaction Limits as set out in paragraph 3 may change on the User's request by setting new Transaction Limits out onto the IgoriaCard Platform and confirming the changes after the correct identification of the User made by IgoriaCard employees.
5. Transaction limits set out in paragraph 4 may not be higher than the limits specified in paragraph 3.
6. Transaction limits are expressed as the sum of the Transaction amounts as well as any fees and charges.
7. The value of Transaction Limits in currencies other than PLN is converted into the current rate available onto the IgoriaCard Platform.

§ 19

1. Topping up the Card Account is possible through:
 - a. making a transfer from the bank account onto the IgoriaCard Platform to the User's Main Account which is linked to the Card Account;
 - b. making a transfer from the bank account to the User's Main Account on the IgoriaCard Platform, and the next order of the Disposal to top up the Subsidiary Account associated with the Card Account;
 - c. using a different card if the Issuer provides such a functionality.

2. The Issuer keeps a Card Account in the currencies available onto the IgoriaCard Platform.
3. Payment of funds to the Card Account is equal to the top up the Card and at the same time an increase in the Available Funds Balance up to the amount of the payment including the fees and charges due.
4. Daily limits specified in § 18 subparagraph 3 relate separately to each Card operating within the same Main Account or Subsidiary Account.
5. In the case of Card Payment that exceeds the maximum allowable value of payments, the surplus funds will be made available on the Card no later than on the following days.
6. The withdrawal of funds from the Card Account is equal to reducing the Available Funds Balance on the Card up to the amount of the payment including the fees and charges due.
7. At the time of the Transaction, the first charged account is account in the Transaction Currency, and then in other currencies in accordance with § 10 subparagraph 7 or 8.
8. If the Available Funds Balance on the Card Account is insufficient to settle the Transaction, the Issuer will make a partial or final settlement of the Transaction by debiting another or different Card Accounts in other currencies where funds are available, remaining the order as specified in § 10 subparagraph 7 or 8.
9. If it is necessary to debit Card Accounts in currencies other than the Currency of the Transaction, the Issuer will charge the appropriate number of units of another currency at the exchange rate announced and publicly available onto the IgoriaCard platform, including the fees and charges, remaining the order as specified in § 10 subparagraph 7 or 8.
10. In the absence of available funds necessary for the Settlement of the Transaction, the Issuer will charge penalty interest, in accordance with the Act of 9 October 2015 amending the Act on Payment Dates In Commercial Transactions, the Civil Code and some other acts (Journal of Laws of 2015 item 1830).
11. Cash funds stored on the Client's Card and Client's Accounts are interest-free.

§ 20

1. The Transactions will be made in the currency of the Country in which they are executed unless the rules of the International Payment Organization allow to make Transactions in another currency.
2. If the Acceptor allows to make Transactions in a different currency than the currency of the country in which the Transaction is made, the Cardholder authorizing the Transaction agrees to the Acceptor's exchange rate or additional charge.

3. In the case Transactions are executed in a currency other than the currency of the Card Account, the Issuer agrees to the Transaction when the Available Funds Balance on Card Accounts kept in other currencies:
 - a. makes up at least 105% of the value of the Transaction, after having been converted into the currency of the Card Account at the exchange rate announced and publicly available in the Issuer's Payment System,
 - b. is sufficient to cover any charge for executing the Transaction by the Issuer.
4. Until the Transaction is executed in a currency other than the Card Account currency is settled by the International Payment Organization, the Issuer blocks funds in the Card Accounts in the amount of 105% of the value of the executed Transaction and the charge due, reducing the Available Funds Balance by the calculated sum.
5. The Payment Organization converts the amounts of Transactions made in a currency other than the Card Account Currency into the Card settlement currency at the exchange rate of the International Payment Organization through using the Issuer's charge for conversion of the Transaction in accordance with the applicable Table of Fees and Charges.

§ 21

When making a Transaction, you may need to present a document stating the identity of the Cardholder. Lack of signature of the Cardholder on the Card or refusal to present an ID may be the reason for refusal to accept the Card by the Acceptor.

§ 22

1. The Cardholder may apply to the Issuer, in the mode provided for filing complaints, for a refund of the amount of the authorized Transaction, initiated by the Acceptor or through it, which has already been performed, within 60 days from the date of debiting the Card Account, if the following conditions have been met:
 - a. at the time of the Authorization of the Transaction by the Cardholder, the exact amount of the Transaction has not been specified, and
 - b. the amount of the Transaction is higher than the one charged in the circumstances, which the Cardholder could have reasonably expected, taking into account the Cardholder's previous type and level of expenses, the terms of the Agreement and the Regulation as well as the relevant circumstances, and
 - c. the transaction has been executed in Euro, in Polish zloty or in the currency of another EU Member State.

2. In the case as referred in subparagraph 1 point b., the Cardholder may not rely on reasons related to the currency exchange if there have been used currency exchange rates as referred in § 20 subparagraph 3 or 5.
3. On the Issuer's request, the Cardholder is obliged to present factual circumstances indicating that the conditions set out in subparagraph 1 have been occurred, in particular, documents regarding the Transaction.
4. The mode to proceed the request for the refund at the Issuer is regulated by § 40 and § 41.
5. The Issuer will refund the full amount of the Transaction or will forward the refusal to make the return with justification, indicating the authorities to which the Cardholder may appeal in this matter within 10 business days from the date the Issuer is submitted the request for the refund as referred in subparagraph 1.

§ 23

1. The Cardholder may obtain information on the Available Funds Balance, Transaction history and the status of the Card by calling the Service Center or through the Issuer's Internet Platform.
2. The Cardholder may additionally check the Available Funds Balance:
 - a. at the ATM, as long as the ATM makes it possible to provide this type of service and cooperates with the Issuer's Payment System,
 - b. with Acceptors offering this type of service – in the form of printout of the Available Funds Balance as the proof of the Transaction (if the Issuer provided this type of functionality, which he informs on CardMailer or on the Issuer's website).

§ 24

1. The Issuer may refuse to execute the Transaction in the following cases:
 - a. the Cardholder has indicated incorrect data at the Authorization of the Transaction, including an incorrect Card number, expiry date, PIN code, CVC2, signature as the proof of Transaction not in accordance with the signature on the Card,
 - b. use by the Cardholder of an inactive, blocked, restricted, invalid Card or within the period of notice,
 - c. lack of Available Funds Balance on the Card in an amount that would allow to cover the amount of the Transaction as well as any fees or charges for the transaction,
 - d. exceeding the authorization limits defined on the Card,
 - e. when it is justified for security reasons, in particular, due to the need to protect against fraud or suspicion to breach applicable laws and regulations,
 - f. refusal to present the Cardholder's ID on the Acceptor's request.

§ 25

The Issuer informs about the refusal to execute the Transaction by displaying or forwarding the message provided by the Acceptor or the device through which the Transaction is made unless this information may not be provided for reasons beyond the Issuer's control.

SECTION VIII. THE CARDHOLDER'S RESPONSIBILITIES

§ 26

1. The Cardholder is obliged to:
 - a. compliance with the Regulation, all applicable laws and local regulations regarding the use of ATMs,
 - b. store the Card, protect the PIN Code and Code CVC2 with due diligence,
 - c. store CardMailer in a safe place with due diligence,
 - d. securing the Card against loss, theft and destruction,
 - e. not to store the Card together with the PIN Code,
 - f. take other necessary measures to prevent the Card against the breach of the individual security, in particular, to not disclose the Card or PIN to any unauthorized persons,
 - g. immediate Cancellation of the Card in the cases as referred in § 28,
 - h. use of the Card as intended,
 - i. use of the Card only within its validity,
 - j. preserve the evidence of the Transaction for the necessary period to consider possible claims of the Cardholder and other documents related to the Transactions and make them available to the Issuer in order to document any complaints,
 - k. reporting inconsistencies in the history of operations presented on the User's Account onto the IgoriaCard Platform,
 - l. not to issue a Card number, expiry date and CVC2 Code to any third parties for purposes other than making Transactions and Card Cancellation
 - m. cancellation of reservations made with the Card prior to the termination of the Agreement,
 - n. withdrawal (in the event of blocking or cancelling the Card, terminating the Agreement) consent granted to the Acceptor to initiate repetitive Transactions (e.g. payment for subscriptions, payment of membership fees, etc.) made upon the basis of card details provided by the Cardholder.

§ 27

1. The Cardholder is obliged to check the details of the Transaction, in particular, the amount of the Transaction, prior the Authorization.
2. A Transaction Confirmation issued by the Acceptor is issued for each Transaction.
3. If the Cardholder questions the Transaction made through using the PIN Code, the Issuer has the right to Block the Card in the event of a suspicion that an unauthorized third party has acquired the PIN Code.

SECTION IX. THE LOSS OR DAMAGE OF THE PAYMENT INSTRUMENT

§ 28

1. The Cardholder is obliged to make reservation on the Card immediately after confirming.
 - a. the destruction of the Card,
 - b. the loss of the Card,
 - c. the theft of the Card,
 - d. the disclosure of the Card data, PIN code or CVC2 code to an unauthorized person,
 - e. an unauthorized use of the Card,
 - f. a misappropriation of the Card,
 - g. an unauthorized access to the Card,
 - h. the Card stuck in the ATM.
2. The Cancellation of the Card as referred in subparagraph 1 is made by the Cardholder on a phone through the Service Center which number is indicated in the CardMailer and on the Issuer's Website as well as by submitting the Customer's Instructions through the IgoriaCard Platform.
3. The Service Center accepts the declarations referred in subparagraph 1 from Cardholders all day, seven days a week. The Service Center employee confirms the acceptance of the Card Reservation notification, providing the date and exact time of acceptance of the notification.
4. The Cardholder is obliged to provide the Service Center employee with all relevant information regarding the Card and Transactions and Instructions made in order to make a Card Cancellation.
5. Telephone calls regarding applications referred in subparagraph 1, may be registered in order to document the date and exact time of receipt of the notification.

6. After Card Cancellation, it is not possible to make Transactions through using the Card.
7. In the case of recovering the Cancelled Card, it should be immediately destroyed in a way that prevents its further use and reading the data contained therein.

§ 29

1. After the Card Cancellation, the Issuer makes the Resumption of the Card on the User's request by issuing a new Card with similar parameters, which will be assigned to the same Card Account and including the fees specified in the Table of Fees and Charges.
2. The Issuer may suspend the process of Resuming the Card as referred in subparagraph 1 on the express request of the Customer at the time of the Card Reservation.
3. After the expiry of the period the Card is valid, the Card is reactivated automatically by deducting from the account balance the amount necessary to issue it in accordance with the fees set out in the Table of Fees and Charges.
4. In the case of insufficient funds on the Card Account, necessary to issue a new Card, the Customer is obliged to top up the Available Funds Balances up to the amount necessary to issue and deliver a new Card.
5. The newly issued Card is sent to the correspondence address provided onto the IgoriaCard Platform.
6. In the event of resignation from the resumption of the Card, the Cardholder is obliged to inform the Issuer about this fact at least 60 days prior to the expiry date of the Card.

SECTION X. THE RESPONSIBILITY OF THE CARDHOLDER

§ 30

1. The Cardholder bears full responsibility for:
 - a. Verification of the data assigned to the Card, in general, for their correctness, completeness and compliance with the facts,
 - b. Transactions Authorized in accordance with this Regulation,
 - c. Effects on using the Card, in particular, in the case of:
 - use the Card in a manner inconsistent with the Regulation, applicable laws and local regulations regarding the use of ATMs,
 - failure to block the Card immediately at the Issuer, in accordance with this Regulation,
 - Transactions made remotely, i.e. without a physical presence of the Card.

2. The Cardholder is responsible for Transactions of a repetitive nature as referred in § 15 paragraph 2, in the event that despite the Card Objection the consent for their initiation has not been withdrawn by the Acceptor.

§ 31

The Cardholder is liable for unauthorized Transactions made with the use of the Card, until the loss is reported in accordance with § 28, up to the equivalent of EUR 150, determined using the average exchange rate announced by the National Bank of Poland on the date of the Transaction, if it results from:

- a. a use of the Lost or Stolen Card,
- b. a misappropriation of the Card or its unauthorized use as a result of the Cardholder's breach of the obligation to take necessary measures to prevent the Card against the breach of individual security, in particular, storing the Card with due diligence and not making it available to any unauthorized persons.

§ 32

The amount limit as referred in § 31 does not apply to Transactions unauthorized by the Cardholder if the Cardholder has caused them intentionally or as a result of intentional or grossly negligent breach of obligations as set out in this Regulation.

SECTION XI. THE PROOFS AND CONFIRMATIONS OF THE TRANSACTIONS

§ 33

1. The Issuer is obliged to provide Transaction confirmations to the Customer.
2. Notifications of the Transaction execution are generated and sent to the Customer automatically in an electronic form to the provided e-mail address being a Login at the same time. Transaction confirmations are available onto the IgoriaCard Platform.
3. In the case of entities that have more than one User, notifications about the execution of the Transaction are delivered in an electronic form to all authorized Users to the provided e-mail addresses being Logins at the same time.
4. It is possible to submit a request for the confirmation of a Transaction in a paper version to be delivered to the correspondence address of the User. The cost of delivery of the confirmation of a Transaction in a paper version is borne by the Customer and specified in the Table of Fees and Charges.

SECTION XII. THE TECHNICAL REQUIREMENTS

§ 34

1. The technical requirements necessary to work with the IgoriaCard Platform are as follows:
 - a. connection to the Internet,
 - b. an internet browser that supports SSL, Java Script encrypted connections and most of the CSS 3.0 standard,
 - c. an active e-mail account,
 - d. mobile phone.

SECTION XIII. THE SECURITY

§ 35

1. The Issuer ensures the safety of the Issuer's Payment System and undertakes activities that increase the security of communication with the IgoriaCard Platform, in particular:
 - a. uses software to control the flow of information between Issuer's IT system and public network,
 - b. ensures that the User uses the IgoriaCard Platform in a way that prevents against an unauthorized access to the content of the message that constitutes the services, including means of cryptographic protection through an encrypted connection,
 - c. ensures the obligation to authenticate the User by providing the Password and Login or other forms of authentication accepted by the Issuer.
2. The User's use of services provided via the IgoriaCard Platform is done in a way that prevents unauthorized access to the content of the message consisting of services, in particular by means of an encrypted SSL connection.

SECTION XIV. THE SYSTEMATIC SUPERVISION / RESPONSIBILITY

§ 36

1. The Issuer reserves the possibility for technical or legal reasons, in particular, due to the requirements for the implementation of procedures under the Act on Anti-Money Laundering and Terrorist Financing:
 - a. cancellation of all or selected Transactions and/or Orders submitted by the Customer as part of the use of services provided through the IgoriaCard platform, about which the Customer will be notified by e-mail,

- b. temporarily block the execution of Transactions and/or Orders placed by the Customer as part of using the services provided through the IgoriaCard Platform, about which the Customer will be notified by e-mail,
 - c. a partial or total suspension of services provided through the IgoriaCard Platform with or without notification of the Customer,
 - d. refusal to conclude or terminate the Contract with the Customer,
 - e. notifying the General Inspector of Financial Information or any other supervision authority about the personal data of the Client or the User along with information about the transaction he has planned or carried out in accordance with the applicable law.
2. The Issuer is not liable for non-fulfillment of the Client's Orders in the event of a Transaction cease, account blockage or freezing, if these actions were performed in order to implement the provisions of the Act on Anti-Money Laundering and Terrorist Financing, implementation of the decision made by the General Inspector of Financial Information or any other supervision authority.

SECTION XV. THE COMPLAINTS

§ 37

1. The Customer has the right to lodge a complaint in the event of providing services by the Issuer in breach of this Regulation or other provisions of applicable laws and regulations.
2. Complaints regarding the provision of services by the Issuer, including activities described in this Regulation, the Customer shall submit in writing to the following e-mail address: complaints@igoriacard.com, by a traditional mail sent to the address of the Issuer's office or in oral in a telephone contact the Service Center employee.
3. The complaint should contain in particular the Customer's identification data, the date of the occurrence of the event, description of the complaints being the basis for lodging the complaint, Transaction IDs, information about the Customer's Orders, the Customer's e-mail address being the Login and the Customer's expectations regarding the complaint handling method.
4. In order to enable the Issuer to consider the complaint thoroughly, it should be submitted by the Customer within 30 days from the day on which the Customer received information about the existence of circumstances raising concerns. However, no later than 13 months from the date of the occurrence of the event which is the subject of the complaint.
5. Complaints referred in subparagraph 1 are considered within 15 business days from the date of the receipt.

6. The Issuer provides information about the result of the complaint procedure to the Customer in an electronic form to the e-mail address of the Customer being his Login onto the IgoriaCard Platform.
7. Notwithstanding the provisions contained in paragraph 6 regarding the manner of providing the information about the result of the complaint procedure, the Issuer reserves the right to send this information to the Customer's correspondence address.
8. If the complaint may not be processed within the time limit as referred in subparagraph 5, the Issuer will notify the Customer of this fact in the manner specified in subparagraph 6 or subparagraph 7, informing the Client, in particular, about:
 - a. the reasons of the delay,
 - b. the circumstances that need to be determined,
 - c. the expected date of consideration of the complaint (no longer than 35 business days from the date of receipt of the complaint).
9. If the Issuer fails to meet the deadline set out in subparagraph 5, and in certain cases the date specified in subparagraph 8, the complaint is considered to be in alignment with the will of the Customer.
10. If the claims arising from the complaint are not taken into account, according to art. 10 of the Act of 5 August 2015 on Dealing With Complaints By Entities Of The Financial Market And About The Financial Ombudsman (consolidated text: Journal of Laws of 2017, item 2270 with later amendments), the Customer has the right to:
 - a. appeal against the position contained in the reply, in writing,
 - b. use the institution of mediation or an arbitration court or other mechanism of amicable settlement of disputes,
 - c. submit a request for consideration of the matter to the Financial Ombudsman,
 - d. bring an action to the common court with an indication of the entity that should be sued and the court locally competent to hear the case.
11. The Issuer allows to amicably resolve the dispute.

§ 38

The Issuer has the right to send inquiries to the Customer, and the Customer is obliged to provide the Issuer with all the necessary information to explain the circumstances related to the breach of the Customer's obligations, and necessary to restore the condition that would arise if the event did not occur or needed to repair the damage.

§ 39

In the situation where the content of the complaint raises doubts as to its subject, the Issuer requests the Customer to submit an explanation or supplement within 14 business days from the Client's request. The form of correspondence between the Issuer and the Customer is specified in § 37, subparagraph 2 and subparagraph 6 and subparagraph 7.

§ 40

1. If the Cardholder finds an unjustified encumbrance of the Card, in particular, in the event of incorrect calculation of fees, charges or debiting the Card with the amount of an Unauthorized Transaction, improperly performed or carried out after the Card Restriction, the Cardholder shall immediately notify the Issuer by submitting a complaint.
2. The complaint should be submitted by the Cardholder in accordance with the provision of § 37 subparagraph 2.
3. The Issuer may request the submission of additional Transaction documents, necessary to consider the complaint.
4. The Cardholder consents to telephone contact from the Issuer's website, aimed at determining the necessary details of the complaint.
5. Failure to submit the documents requested by the Issuer or failure to provide the information requested by the Issuer within the deadline set out by the Issuer is tantamount to acceptance by the Cardholder of the complaint Transaction.
6. The Issuer increases the Available Funds Balance in a Settlement Currency, which was initially reduced by the amount of the Transaction complaint about or the calculated fee or charge, only in the case of a positive consideration of the submitted complaint.
7. If the complaint concerns the Cardholder who terminated the Agreement with the Issuer, the Issuer shall consider the amount of the complaint and accept it to the bank account indicated by the Cardholder as a part of the complaint consideration.

§ 41

1. The Cardholder sends in writing to the Issuer complaints related to the Card with respect to:
 - a. a damage to the envelope containing the Card,
 - b. a mechanical damage to the Card created before the delivery of the Card to the Cardholder,
 - c. errors in printing on the Card,
 - d. the inability to make Transactions using the Card.

2. In the case of a complaint of the Card, the Issuer may request delivery of all documents related to the transaction and justifying the submission of a complaint (including copies of invoices, ATM confirmations, etc.), including the complaint Card.
3. If the Issuer finds the legitimacy of the submitted complaint of the Card, the Cardholder is entitled to refund the fee for issuing the Card deducted by the Issuer, unless there may have been the Transaction made through using the Card complaint about and the Card may have been Cancelled by the Cardholder.

§ 42

1. The Cardholder is entitled to submit a complaint to the Issuer within 14 days from the day the Issuer discloses the history of the Transaction in the Issuer's Payment System.
2. The Cardholder is entitled to report to the Issuer a complaint regarding the identification of unauthorized, unfinished or improperly executed Transactions within 13 months of the day of debiting the Card Account or from the date on which the Transaction may have been performed.
3. In the absence of a complaint referred to subparagraph 2, within 13 months from the date of debiting the Card Account or from the date on which the Transaction may have been executed, the Cardholder's claims for unauthorized, unfinished or improperly executed Transactions will expire.
4. The Cardholder is authorized to report a complaint of the Card to the Issuer, in the cases referred in § 41, within 30 days from the date of the issue the Card.
5. The Issuer informs the Cardholder about the date and manner of considering the complaint at the beginning of the complaint process. The Issuer is obliged to consider the complaint of the Transaction notified by the Cardholder immediately, but no later than within 14 days from the date of reporting the complaint to the Issuer, and if the complaint concerns information about Transactions made with the Acceptor or the International Payment Organization, no later than 5 business days from the day of obtaining a response from the Acceptor or the International Payment Organization. In the event of a justified necessity to extend this period, resulting from the regulations of the International Payment Organization and the specificity of the complaint, the Cardholder shall be notified without any delay. Complaints are processed in accordance with the procedures of the International Payment Organization, which are consistent for all issuers and participants of the payment system of a relevant International Payment Organization.

§ 43

If the complaint is not taken into account or the complaint is not handled on the contrary to the Cardholder's request, the Cardholder may ask the Issuer to reconsider the complaint within 14 days from the date of receipt of the response to the complaint in accordance with the provisions specified in § 37 subparagraph 10.

SECTION XVI. THE FEES AND CHARGES

§ 44

1. The amount of fees and charges due to the Issuer related to the use of the Card and other services provided through the IgoriaCard Platform is specified in the Table of Fees and Charges, the content of which is available on the Issuer's Website.
2. The Customer agrees the Issuer to make automatic deductions of fees and charges for services within the duration of the Agreement.
3. The Issuer reserves the right to change the Table of Fees and Charges regarding the use of the Card and other services provided through the IgoriaCard Platform in terms of their amount as well as the titles from which they are collected.
4. The amount of fees and charges related to the use of the Card and other services provided through the IgoriaCard Platform depends on the level of card servicing costs incurred by the Issuer, including market parameters affecting the level of these costs, such as: inflation rate, reference interest rates determined by the NBP, fees of International Payment Organizations and other fees directly or indirectly related to the operation of the Card.
5. Any changes the Table of Fees and Charges may occur in the event of a change in the factors as set out in subparagraph 4.
6. The fee for issuing the Card is charged when the Card is purchased.
7. Fees and charges related to the use of the Card are collected by the Issuer from the Card Account. The User authorizes the Issuer to charge the Card Account with amounts due to the Issuer's fees and charges related to the use of the Card.
8. Fees and charges related to the use of the Card are calculated after the Cardholder has authorized the Transaction. In the event that the fee or charge is not collected at the time of the Transaction settlement due to the lack of funds on the Card Account or other circumstances, the Issuer may charge a fee or charge at a later date using the funds to be credited to the Card Account or funds accumulated on the Main Account.

9. By accepting this Regulation, the Customer agrees the Issuer to automatically collect cyclical fees for using the Card and other fees resulting from the Table of Fees and Charges. If the account does not have sufficient amount in the currency in which the fee is charged, this fee is charged in a different currency in accordance with the exchange rate applicable onto the IgoriaCard Platform in the order determined by the Customer. If the Customer has not chosen the order of charging, it follows the default settings.
10. In the absence of sufficient funds to cover the fees, the Customer's Account is debited. The debit is automatically paid on top of the Customer Account until full payment of the overdue fees.
11. The order of the charged fees is determined in accordance with §10 subparagraph 7.
12. In the event of the overdue fees after a period of two (2) months, the Customer is sent a prompt with information about the need to pay the fees for which a fee is charged in accordance with the Table of Fees and Charges.
13. In the event of the overdue fees for a period of six (6) months, the Customer's Account and the Customer's Card may be blocked by the Issuer until the debt is settled.
14. The Customer is informed about the changes in the Table of Fees and Charges through the Issuer's Website and an e-mail sent to the address provided within the registration.
15. If the Customer does not accept changes to the Table of Fees and Charges or Regulations, after paying all fees and charges due for the services provided by the Issuer, the Customer has the right to terminate the Agreement on the day preceding the entry into force of the announced changes.

SECTION XVII. THE PERSONAL DATA PROTECTION

§ 45

1. The Issuer is the data controller within the meaning of the Regulation (EU) 2016/679 and the Act on the Personal Data Protection.
2. The Issuer uses the personal data protection against making it available to any unauthorized persons, implements the personal data security policy as well as is obliged to process and use the personal data being at risk in accordance with the requirements of the Regulation (EU) 2016/679 and the Act on the Personal Data Protection.
3. The User agrees to process the personal data by accepting this Regulation within the registration process, in accordance with the terms of this Regulation and the Regulation (EU) 2016/679 and the Act on the Personal Data Protection.

4. Data such as: ID card number / passport / driver's license, PESEL number, citizenship and other sensitive data is only processed by the Issuer in order to implement the services and provisions of the Act on Anti-Money Laundering and Terrorist Financing.
5. Data such as: forename and surname, address of residence / registration, name of the entity, address of the registered office of the entity, mobile phone number, e-mail address are processed in order to provide services, issue and provide a proof of services, correspondence with the Customer, performance of duties resulting from the Act on Anti-Money Laundering and Terrorist Financing.
6. Subject to subparagraph 7, the Customer who has made his personal data available to the Issuer has the right to inspect them, the possibility of correcting them, and demanding their removal,.
7. After the customer resigns from the services, the Issuer will not process the personal data, except for those that are necessary for the settlement of services, and for claims for payment for the use of services as well as for advertising, market research and behavior and preferences of service recipients with the purpose of the results of these tests for the purpose of improving the quality of services provided by the Issuer.
8. Information about the Customer's personal data, after resignation from the services are stored by the Issuer in accordance with the applicable laws, in particular:
 - a. The Act on Providing the Electronic Services,
 - b. The Regulation (EU) 2016/679,
 - c. The Act on the Personal Data Protection,
 - d. The Act on the Foreign Currency Law,
 - e. The Act on Anti-Money Laundering and Terrorist Financing,
 - f. The Act on the Payment Services.
 - g. Act on the implementation of the Agreement between the Government of the Republic of Poland and the Government of the United States of America on improving the fulfillment of international tax obligations and the implementation of the FATCA legislation.
9. If the Issuer obtains information about the Customer's use of services on the contrary to this Regulation or the applicable laws, the Issuer may process the User's personal data to the extent necessary to establish his liability, if they perpetuate the fact of obtaining and the content of such messages.
10. The Customer may not use the services anonymously, due to the regulations being in force, in particular, the Act on Anti-Money Laundering and Terrorist Financing.

SECTION XVIII. THE TERMS OF RESIGNATION FROM THE SERVICES

§ 46

1. The User may resign from the services provided by the Issuer at any time, without any reason.
2. The Issuer may terminate the Agreement concluded for an indefinite period of time with a 30-day period of notice. The period of notice begins at the end of the month in which the notice of termination was delivered.
3. If the Issuer obtains information about the use of the services by the User on the contrary to the provisions of this Regulation or any other applicable laws, the Issuer has the right to immediately stop providing the services to this Customer.
4. The Customer may terminate the Contract at any time with an immediate effect, however, he remains obliged to pay all due fees and charges for the services that have been provided by the Issuer so far, and the fees and charges not yet due to become noticeable on the day of termination.
5. The condition to be met by the Customer to resign from the service is to perform the following activities:
 - a. cancellation or complete execution of all active Customer Orders and
 - b. transfer through the IgoriaCard Platform to dispatch all funds in all currencies to the Customer's defined bank accounts,
 - c. the Cancellation and destruction of all active Cards assigned onto the IgoriaCard Platform to the Customer who wishes to resign from providing the services,
 - d. submitting a request for cancellation of services by sending a written resignation in the form of a traditional letter, e-mail or other form provided by the Issuer.
6. Following the termination of the Agreement, the Issuer blocks access to the User's Account.

SECTION XIX. THE FINAL PROVISIONS

§ 47

In the event of loss of the Card, theft of the Card, card retention by the ATM, disclosure of the Card to an unauthorized person, damage to the Card occurred during its use or impossibility to reproduce the PIN Code, the Issuer may, on the Cardholder's request, issue a new Card in accordance with the Table of Fees and Charges. In order to obtain a new Card it is necessary to reserve the old Card and submit an application for the issue of a new Card to replace the Card reserved through the IgoriaCard Platform in accordance with §29 subparagraph 1.

§ 48

The Issuer is liable for non-performance or improper performance of the Agreement in accordance with the applicable laws and regulations.

§ 49

1. Subject to the terms provided in this Regulation, the Issuer has the right, for important reasons, to amend this Regulation, including the Table of Fees and Charges.
2. The important reasons that justify the change in this Regulation are the change or implementation of a new law, changing the assessment of applicable law as a result of court decisions, decisions, recommendations of competent public authorities, including the National Bank of Poland, the Polish Financial Supervision Authority, change of services due to technological progress and market conditions, changes related to the IT system operating at the Issuer, changes in the Issuer's offer, changes in the functionality of services provided by the Issuer.
3. In the event of circumstances which will result in the necessity to make changes to the Regulation or Table of Fees and Charges, the Issuer will inform the User by placing relevant information about the change on the Issuer's Website, by e-mail or other form guaranteeing permanent access to this information with the date of publication of this change and the date of entry into force of the new Regulation or Table of Fees and Charges.
4. If the User does not accept the implemented changes, he may terminate the Agreement in accordance with the procedure provided in § 46.

§ 50

1. The Issuer may make a temporary Card Block or Card Cancellation and/or terminate the Agreement with an immediate effect due to a legitimate reason related to the Card security and/or suspicion of an unauthorized use of the Card and/or an intentional unauthorized Transactions and/or other Customer actions not in accordance with this Regulation, in particular, because of:
 - a. security threats to the Card,
 - b. suspected unauthorized use of the Card or deliberately bringing to Transactions that have not been Authorized by the Cardholder in the manner referred in § 15,
 - c. suspected access to the User's Account onto the IgoriaCard Platform by unauthorized persons,
 - d. User's breach of the provisions of this Regulation,

- e. User's breach the applicable laws and regulations or rules of social coexistence in connection with the use of the Card or activity onto the IgoriaCard Platform,
- f. suspicion of committing a crime in connection with the use of the Card or activity onto the IgoriaCard Platform, including the use of the Card or access onto the IgoriaCard Platform by the User or any third parties for the purpose of abuse or fraud,
- g. suspected use of Main Account or Subsidiary Account onto the IgoriaCard Platform, including the Card Account for settlements with any third parties or for purposes inconsistent with the law,
- h. the sale of Cards without the consent of the Issuer made in writing.

§ 51

1. The Issuer will inform the User about the intention to block the Card or its Cancellation, blocking access to the IgoriaCard Platform, unless contact with the User is not possible or providing information about blocking or cancelling the Card would be unjustified for security reasons or prohibited under the separate law.
2. In the event of blocking the Card, the Issuer will withdraw the Card Blockage if the reasons set out in § 50 have ceased to exist.

§ 52

1. In the event of the Card's cancellation by the Issuer for the reasons as referred in § 50:
 - a. The Cardholder is obliged to destroy the Card in accordance with § 28 subparagraph 7. The Cardholder will be liable for the consequences of failure to comply with this obligation.
 - b. The Issuer may refuse to issue further Cards to the Cardholder.

§ 53

1. This Agreement is concluded for an indefinite period of time.
2. The User may terminate the Agreement in accordance with the procedure provided in § 46.

§ 54

1. The Issuer of the Card is Igoria Trade S.A., a company registered with the National Court Register by District Court of the Capital City of Warsaw in Warsaw, XIIIth Commercial Department of the National Court Register – the National Court Register (KRS) No.: 0000385303, Statistical No. (REGON): 142942858, Tax No. (NIP): PL5252507681 and the legal seat in Poland, Warsaw at 111A Puławska Street, ap. 109, 02-707 Warsaw.
2. All correspondence should be sent to the address of the Issuer as indicated in subparagraph 1.
3. The Issuer's activities are supervised by the Polish Financial Supervision Authority.

4. The User has the right to lodge a complaint with the Polish Financial Supervision Authority and/or the Financial Ombudsman against the Issuer's unlawful actions.

§ 55

On the User's request, the Issuer will provide the User the content of the Regulation in an electronic form by providing the content of the Regulation to the e-mail address indicated by the User.

§ 56

1. The provisions of the Regulation do not limit the User's right to pursue claims against the Issuer upon the basis of the applicable provisions of laws and regulations.
2. In the event of a dispute arising between the User and the Issuer, the parties will adjudicate to resolve it in an amicable way.

§ 57

The Issuer as the personal data administrator, within the meaning of the Regulation (EU) 2016/679 and the Act on the Personal Data Protection, will process the Users' personal data to the extent and for the purpose necessary to provide services through the IgoriaCard Platform and to issue and operate the Card if the User provides to the Issuer the User's personal data.

§ 58

1. In the matters not regulated in this Regulation, the applicable provisions of Polish laws and regulations shall apply.
2. The law applicable to the Agreement between the User and the Issuer that is the subject matter the services are provided by the Issuer within the framework of the IgoriaCard Platform is the Polish law.
3. All disputes arising from or related to the services provided by the Issuer within the framework of the IgoriaCard Platform shall be resolved by competent common courts within the territory of the Republic of Poland. Any communication between the Issuer and the User is conducted in Polish and other international languages. However, the binding language in communication between the Issuer and the User is Polish.

§ 59

The Issuer is not responsible for the effects of the following events:

- a. refusal to execute the Transaction by the Acceptor for reasons beyond the control of the Issuer,
- b. no possibility to execute the Transaction at an ATM or POS Payment Terminal for reasons beyond the Issuer's control,
- c. malfunctioning of an ATM or POS Terminal for reasons beyond the Issuer's control,
- d. improper performance of the Transaction by the Acceptor.

§ 60

This Regulations and the Table of Fees and Charges are available to Customers free of charge through the Website in a form that allows them to be obtained, reproduced, saved and printed.

§ 61

The Regulation in this wording is effective from 25 May 2018.