

RBS Bank (Polska) S.A. Regulations of Sending Bank Statements by means of Electronic Mail

1. General provisions

1.1 Interpretation

These Regulations of Sending Bank Statements by means of Electronic Mail (hereinafter referred to as the "Regulations") shall stipulate principles of rendering the service of sending bank statements via electronic mail by RBS Bank (Polska) S.A. (hereinafter referred to as the "Bank") within the scope of their delivery and protection.

1.2 Definitions:

Terms used in the Regulations shall mean:

"Form" shall refer to the document entitled "Form specifying the persons authorized by the Customer to receive bank statements via e-mail".

"Matrix Card" shall refer to a card generated automatically for each User, containing numbers to be used in order to decrypt received bank statements.

"PIN Code" shall refer to a personal identification number automatically generated for each User of the service.

"User" shall refer to a person authorized by the Customer in the Form to receive Current Account statements.

"Electronic Bank Statement" shall refer to a service rendered electronically, comprising preparing of and delivering to the Customer Current Account statements in compliance with the provisions of Article 728 of the Civil Code.

Other definitions used in these Regulations have the wording compliant with the Harmonised Business Conditions.

2. Provision of the service

- 2.1 As part of the service of sending bank statements by means of electronic mail, the Bank shall undertake to prepare Current Account bank statements in an electronic form and send them to the Customer.
- 2.2 Electronic bank statements delivered as part of the service shall be sent to the Customer to the electronic mail address indicated in the Form, in the PDF format, in a compressed form (ZIP) as an attachment to a password-protected message. Electronic mail messages shall be sent from the address: poland.statements@rbs.com.
- 2.3 In order to initiate the use of the service of sending bank statement via electronic mail, it is required that:
 - 1) persons duly authorized by the Customer sign the Form,
 - 2) conditions of service provision included in these Regulations are accepted,
 - 3) each User of the service receives a PIN code and Matrix Card delivered by the Bank,
 - 4) the Bank enables the service of sending bank statements via electronic mail.
- 2.4 On the basis of the Form received, the Bank shall generate and send, as separate packets, PIN Code and Matrix Card to each User of the service. The Bank shall confirm, by phone or by e-mail, the receipt of PIN Codes and Matrix Cards with each User. The delivery of the first bank statement

as part of the service of sending bank statement by means of electronic mail shall occur not later than within 7 Business Days from the day of the confirmation of the receipt of the PIN Code and Matrix Card by a User.

- 2.5 Activation of the service of sending bank statements by means of electronic mail shall result in discontinuation of printing out and delivering paper bank statements of the accounts indicated by the Customer in the Form.
- 2.6 The activation of the service of sending bank statements by means of electronic mail for new Sub Accounts other than those listed in the Form shall occur in compliance with the Form submitted in reference to the Current Account(s), unless the Customer submits an additional Form.
- 2.7 The resignation from the service of sending bank statements by means of electronic mail as regards individual Current Accounts shall require filing a written disposition signed by persons duly authorised by the Customer. The resignation from the service shall result in the restoration of sending paper bank statements and their paid delivery in the form of an unregistered letter once a month, unless the Customer receives bank statements via the electronic banking system.

3. Security and obligations of the Customer and the Bank

- 3.1 The Bank shall undertake to send messages including electronic bank statements exclusively to the electronic mail addresses indicated by the Customer in the Form.
- 3.2 The Customer acknowledges that persons indicated in the Form are authorized to receive bank statements of the Current Accounts listed in the Form.
- 3.3 In order to correctly receive an electronic mail message including a ZIP attachment from the address poland.statements@rbs.com and read documents in the PDF format, the User shall have appropriate software enabling them to receive messages including password-protected attachments as well as to read PDF files.
- 3.4 The Customer shall accept that bank statements will be sent via electronic mail in a non-coded form and be aware of the risk connected with:
 - 1) the possibility of unauthorised changes to the content of the information sent,
 - 2) loss of confidentiality of the information sent,
 - 3) delays in delivering bank statements resulting from a breakdown of or problems with the capacity of transmission lines,
 - 4) infecting the information sent with malicious software,
 - 5) other undesirable consequences, not being an intentional fault of the Bank,
 - 6) faulty operation or illegal use of telecommunication lines being out of control of the Bank.

The Bank shall not be liable for any damage resulting from the above mentioned causes as well as damage being a consequence of other circumstances which have not been caused by the Bank. The Customer shall undertake to use appropriate protection of the electronic mail messages sent to the address indicated in the Form.

- 3.5 The Customer shall be responsible for the safety of the PIN Code and Matrix Card delivered to the Users.
- 3.6 The Bank shall undertake to protect the access to PDF documents including bank statements by using a password. The password consists of the PIN Code and the Matrix Card delivered to the User. Elements of the password are generated automatically.
- 3.7 Each User shall be obliged to keep the passwords confidential, not to make their electronic mail available to unauthorized persons and shall be responsible for improper use of the password.
- 3.8 Each User shall be obliged to ensure an appropriate free space in their electronic mailbox indicated in the Form which enables the receipt of bank statements in the PDF format. The User shall also be obliged to configure their anti-spam protection in a way that it accepts electronic messages coming from the address poland.statements@rbs.com.
- 3.9 The Bank shall have the right, bearing no responsibility towards the Customer, to temporarily suspend the provision of the service of sending bank statements by means of electronic mail due to safety issues or because of the causes beyond the Bank's control. The Bank shall immediately

inform the User about the fact of suspending the service by sending a message to the electronic mail address or by phone.

- 3.10 In the event of the suspension of the service, the Bank shall be obliged to deliver a paper Current Account bank statement to the Customer. In such a situation, the Bank shall not charge the Customer for paper bank statements (the Customer may also download the statement of transactions from the Access Online electronic banking system, if they use such a service).
- 3.11 In the event of a loss, damage, or theft of the PIN Code or/and Matrix Card, the User shall immediately inform the Client Service Unit of the Bank.
- 3.12 In the events named in Point 3.11, the User may ask for sending another PIN Code and/or new Matrix Card. After a detailed verification of the User, an employee of the Client Service Unit shall generate a new PIN Code and/or Matrix Card.

4. Complaints

- 4.1 The Customer shall be obliged to report complaints regarding the service of electronic bank statement in a written form to the address of the Bank (by electronic mail, fax, or traditional mail). The complaint filed by the Customer shall be detailed and in-depth.
- 4.2 The Bank shall be obliged to immediately investigate the complaint and provide an answer to it within no longer than 30 days from the day when all information regarding the complaint has been submitted.
- 4.3 The User shall be obliged to immediately inform the Bank about the lack of access to bank statements as well as the fact of not receiving them.
All complaints concerning not receiving bank statements electronically shall be reported by the Customer to the Bank.

5. Final Provisions

- 5.1 In the event of any modifications of the provisions of these Regulations, the Bank shall be obliged to deliver the changes to the Customer in compliance with the provisions of Section 9 of the Harmonised Business Conditions Country Conditions.
- 5.2 In the events not regulated in these Regulations, the provisions of the Harmonised Business Conditions shall apply.