



Regulations  
for the Visa Business payment cards  
of Nordea Bank Polska S.A.

## Chapter 1 General Provisions

### § 1

"Regulations for the Visa Business Payment Cards of Nordea Bank Polska S.A." ("Regulations") set out the principles of issuing and using VISA Business Electron Cards, VISA Business debit cards and, VISA Business charge cards, as well as the principles of settling transaction made with the use of such cards.

### § 2

The following terms as used herein shall mean:

- 1) **authorization** – an operation validating the card legitimacy and status and spending limit, decreasing the spending limit, which authorizes an accepting merchant to approve the transaction made using the card,
- 2) **Bank** – Nordea Bank Polska S.A.,
- 3) **ATM** – a device that enables the Card Holder/User to withdraw cash or to additionally perform other transactions using the card and PIN,
- 4) **bonus** – a temporary increase of a card's spending limit,
- 5) **BZ WBK Communications Centre** – the Cards Centre of Bank Zachodni WBK S.A. based in Wrocław, which acts as a clearing agent for the Bank, i.e.: an organizational unit of Bank Zachodni WBK S.A. that deals with activities related to handling cards issued by the Bank and takes part in authorizing and settling transactions performed with the use of the card,
- 6) **CVV2** – a three-digit code used for the verification of the card User during the execution of the transaction without the physical use of the card (transactions made via the telephone, post Internet),
- 7) **Duplicate card** – a new card issued with the same expiry date as the previous card,
- 8) **EPOS** – (Electronic Point of Sale) electronic terminal that enables performance of a transaction with the use of the card,
- 9) **Card** – an international payment card issued by the Bank:
  - a) a VISA Electron Business debit card,
  - b) a VISA Business debit card,
  - c) a VISA Business charge card,
- 10) **Non-cash transaction limit** – the amount up to which the Cardholder may make transactions in each 24-hour period (i.e. from midnight of a given day to midnight of the next day) at accepting merchants, using a card issued to the account, and a number of transactions which may be made in each 24-hour period,
- 11) **Cash transaction limit** – the amount which the Cardholder may withdraw by means of the card in each 24-hour period (i.e. from mid-night of a given day to midnight of the next day) from an ATM or at the cash desk in a bank displaying the VISA symbol, and the number of transactions which may be made in each 24-hour period,
- 12) **Spending limit** – an individual spending limit allocated to each card,
- 13) **Branch** – an organizational unit of the Bank,
- 14) **transaction** – non-cash payment for purchased goods and services or cash withdrawal performed with the use of the card,
- 15) **T&E** (Travel and Entertainment) transaction – a transaction connected with a trip and entertainment in such merchants accepting cards as: hotels, car rental operators, airlines, ferry lines,
- 16) **PIN** (Personal Identification Number) – a secret code used for payment card User identification when withdrawing cash from ATMs and making transactions at some accepting locations equipped with EPOS terminals fitted with a special keypad for entering the PIN,
- 17) **Holder** – the account holder with whom the Bank has concluded an account agreement,
- 18) **merchant** – a retailer or service provider displaying the VISA emblem, where payments may be made using the card, e.g. a hotel, restaurant, car rental company, travel agent, etc.,
- 19) **Account** – a current account or an auxiliary account, or a special purpose account to which a card has been issued to which all transactions made with the card are charged,
- 20) **Unauthorized O/D account** (unauthorized overdraft account) – the account for past due debts,
- 21) **Table of charges** – „The Table of Charges and Commissions of Nordea Bank Polska S.A. for Institutional Customers”,
- 22) **Agreement** – a "Visa Electron Business Payment Card Agreement", a "Visa Business Debit Card Agreement" or a "Visa Business Charge Card Agreement",
- 23) **Account agreement** – means an "Agreement for the Management of Bank Accounts" or an „Agreement for the Management of Bank Accounts and Provision of Services through the Electronic Channel”,
- 24) **Card User** – a natural person authorized by the Holder to make transactions defined in the agreement for and on behalf of the Holder, whose first and last name is placed on the card,
- 25) **VISA International** – an international organization grouping financial institutions. Card products issued under the auspices of VISA International are operated in pursuance of the principles and regulations laid down by this organization, the so-called VISA International Operating Regulations,
- 26) **card renewal** – issuing a card whose term has expired,
- 27) **card blocking** – operation aimed at a temporary prevention of the performance of any operation with the use of the card,
- 28) **card stopping** – operation aimed at making impossible the performance of transactions with the use of the card,

### § 3

1. A card is issued in connection with an account managed by the Bank for natural persons, legal persons, or unincorporated associations, which undertake and carry on business professionally for their own account, as well as other organizational units, that is any sort of non-business organizational units not conducting business (among others, communal legal persons, state institutions, social organizations).
2. The card is the property of the Bank and shall be returned to the Bank:
  - 1) on expiry,
  - 2) on replacement,
  - 3) upon termination of the Agreement by either of the Parties,
  - 4) upon Bank's request.

## Chapter 2 Card issuing and renewal

### § 4

1. A Holder applying for cards shall submit the following documents to the Bank:
  - 1) a card application form,
  - 2) an information sheet containing the personal details of the card user(s),
  - 3) any documents the Bank deems necessary for the assessment of the Holder's business and financial standing, if the application concerns charge cards.
2. The Holder submits an application, as mentioned in clause 1.1 above, in the Branch which manages its account. The application may be sent by registered mail/subject to confirmation of receipt, provided that the signature placed under the application is consistent with the specimen signatures card held by the Bank.
3. The Holder may request issuance of any number of cards to the account for the future Card Users appointed by the Holder.
4. Within one account, each Card User may only be issued one card of the same type. A Holder applying for a charge card may be given an overdraft limit by the Bank, which is a limit renewed every month, operating 14 days in a month, that is from the fifth to the eighteenth day of every month during the period of validity of the card.

### § 5

1. The Bank shall make a decision concerning the issue of a card within 14 days of submission of the Application with a full set of the required documents in the Branch.
2. As regards the charge card, the Bank may make its decision conditional on the establishment of legal security for the spending limit.
3. The Bank reserves a right to refuse the issue of a card without giving reasons.
4. The Bank shall inform the account Holder of a negative decision by telephone or in writing.

### § 6

1. If the decision is made to issue a card/cards and u[[m the execution of the Agreement by the Holder, the Card User receives an inactive card and a PIN number in separate mails sent at the mailing address.
2. In order to activate the card, the Card User shall contact the Contact Centre of Nordea Bank Polska S.A. at 0801 667 332 or 058 3 000 000, for those who use a mobile phone.
3. During the card activation the Card User shall provide the necessary identification data. If the envelope with PIN is found to have been damaged in a way enabling unauthorized persons to read the PIN, or if the PIN is illegible, the Holder shall immediately notify the Branch that issued the card, and the Branch shall make a decision on issuing a new PIN.
4. The Card User shall sign the card on receipt. The signature must be consistent with the one made by the Card User on the Specimen Signatures Card and must be wholly contained in the signature strip provided.

### § 7

1. The card is valid until the last day of the month of the card validity period embossed on the card.
2. After expiry, the card is renewed by the Bank automatically if:
  - 1) the previous one was used in compliance with the provisions of these Regulations, the Agreement and the account agreement,
  - 2) the Branch does not receive a written resignation from the use of the card 45 days before the card expiry of,
  - 3) concerning a charge card, the Holder submits the documents referred to in § 4.3 to the Bank.
3. The Bank may set further conditions of card renewal and require additional documents.
4. A renewed card or a duplicate card have the same number as the previous cards and carry the same PIN number.

### § 8

1. The Card User shall collect a renewed card or a duplicate card at the branch in which the Card Application was submitted.
2. Cards collected at a Branch are active.
3. Cards shall be collected against an ID document.

4. If the Holder does not submit a written resignation from the renewal of the card(s) within the time limit stipulated in § 7.2.2, it shall be charged a fee in accordance with the Table of Charges effective in the Bank.
5. The Bank shall destroy renewed cards if they are not collected within 45 days of the expiry date of the previous cards.
6. If the Holder/Card User informs the Bank on his/her inability to collect the card on the set date, the card shall be kept until the collection date indicated by the Customer.

### Chapter 3 Card usage

#### § 9

1. The Card User shall use the card in compliance with :
  - 1) these Regulations,
  - 2) the Agreement,
  - 3) the Account agreement,
  - 4) the Polish law,
  - 5) the local law of the country where a transaction is made.
2. A card may only be used by its User. The Bank shall not be liable for any consequences of making the card available to any third party.
3. The card is meant for:
  - 1) making cash payments for goods and services purchased at merchants accepting VISA cards,
  - 2) making cash withdrawals from ATMs and in banks displaying the VISA emblem,
 in Poland and abroad.
4. Payment for goods and services is made when the Card User presents the card, the seller makes the bill and the Card user signs the bill or approves the transaction with the PIN number. The signature on the bill must be consistent with the one on the card. By placing his/her signature on the bill or by typing the PIN number on the PIN pad, the Card User confirms the execution of the transaction.
5. The Card User shall keep the bill until the transactions clears in order to prove any inconsistencies.
6. While a card transaction is performed, the merchant is entitled to require the Card User to prove his/her identity.
7. As regards non-cash transactions made without the physical involvement of the card, e.g. mail orders, telephone orders or Internet orders, stating the card number, its expiry date and the CVV2 code is tantamount to giving authorisation to execute the transaction, without the need to sign the receipt.
8. The Card User should apply extreme caution in making mail orders, telephone orders or Internet orders due to the risk of easy proliferation of the card number to unauthorised parties.
9. A VISA Electron Business card cannot be used at merchants using only an imprinter and for purchases made by mail, telephone or on the Internet.

#### § 10

1. For every card, the Bank and the Holder establish the following:
  - 1) for a VISA Electron Business card – a cash transaction limit and a non-cash transaction limit,
  - 2) for a VISA Business debit and charge card – cash transaction limit and a non-cash transaction limit, as well as a monthly spending limit.
2. Approval of a transaction during authorisation:
  - 1) causes an automatic reduction of the card's spending limit,
  - 2) regarding an authorised transaction that failed, may cause a temporary reduction in the card's spending limit.
3. During the period of validity of the card(s), the Holder may request a change in the spending limit(s) on the card(s).
4. As regards a VISA Business charge card, the Holder may, in special cases, request a bonus. A Holder requesting a bonus by phone shall make a written confirmation of the telephone conversation with a bank officer. The signature made on the confirmation must be consistent with the Holder's specimen signature. The Bank may require additional security of the limit, consisting in the freezing of funds on the Holder's account.

#### § 11

1. The PIN number is known only to the Card User and may not be recreated.
2. A New PIN number can be issued by written request of the Holder.
3. The PIN number must not be:
  - 1) disclosed to anyone,
  - 2) written down on the card,
  - 3) kept together with the card.
4. Three subsequent failed attempts to enter PIN at an ATM or will result in blocking the card in the system, regardless of the time that lapsed since the last attempt to enter the wrong PIN.
5. When the card is blocked in the system, it will not be possible to withdraw any cash from ATMs or make authorised non-cash payments.
6. To un-block the card, a new PIN must be generated, which is done upon a written request of the Card User.

#### § 12

1. The card User shall protect the card against loss, theft, destruction, mechanical damage, e.g. scratches, bending, as well as keep it away from high temperatures and magnetic field, which may demagnetise the magnetic strip.
2. If the card is destroyed or damaged, a duplicate card with the same valid date may be issued upon a written request of the Holder. The previous card should be returned to the Bank.
3. Branch shall contact the Holder, informing him/her that a card may be collected.
4. The card shall be collected in pursuance of the provisions of § 8 subparagraphs 1, 2 and 3.
5. The duplicate card carries the same PIN number as the original card.

#### § 13

The right of use of the card is forfeited in the following events:

- 1) the card expires,
- 2) the card is lost or damaged,
- 3) the Bank demands the return of the card,
- 4) termination of the Agreement/account agreement by either party,
- 5) the card is stopped by the Bank, the Holder or the Card User,
- 6) the account is attached by request of the relevant authorities,
- 7) the Card User's death,
- 8) the Holder is declared bankrupt.

### Chapter 4 Clearing card transactions

#### § 14

1. Transactions made with the following cards are authorised:
  - 1) debit card transactions – solely up to the available account balance, subject to the limits stated in § 10.1,
  - 2) charge card transactions – up to the limits stated in § 10.1.2.
2. Transactions made with debit cards as well as all the card usage fees and commissions are charged to the account with the value date of the date of receipt of the transaction by the Bank.
3. Charge card transactions as well as all the card usage fees and commissions are charged to the account on the 10-th day of the month following the end of the billing cycle .
4. The billing cycle is one month, from the first to and including the last day of the month.

#### § 15

1. Card transactions are cleared in the Polish currency.
2. Foreign transaction executed in currencies other than US dollars are converted by VISA International into US dollars at the VISA exchange rate pre-vailling on the day a transaction is submitted for clearing by the merchant at which the transaction was made.
3. BZ WBK Communications Centre converts foreign transactions advised by VISA International from US dollars into the Polish currency at the currency sell rate prevailing in Bank Zachodni WBK S.A. on the day a transaction was submitted for clearing to the BZ WBK Communications Centre.

#### § 16

1. The Holder shall make sure that sufficient funds are available in the account on the billing day to cover transactions made using cards issued to his account and card usage fees and commissions.
2. If there are no sufficient funds available on the account, the Bank automatically transfers the overdraft balance onto the unauthorised O/D account and sends a call for payment of the balance to the Account Holder.
3. The Bank shall charge default interest on the outstanding balance as of the date the overdraft arises (default rate) at the rate stipulated in the relevant Executive Order by the President of the Bank's Management Board.
4. The default rate is variable. The Holder will be advised by the Bank of all changes in the default rate by way of pertinent announcements published in the Bank's Branches and on the Bank's web site.
5. The factors influencing changes in the default interest rate are as follows:
  - 1) the interest rates of the National Bank of Poland set by the Monetary Policy Council,
  - 2) the interbank market rates.
6. The Bank has the right to stop the card(s) issued to the account on the day the overdrawn balance is transferred into the unauthorised O/D account.
7. If the account Holder fails to pay the overdrawn balance within 14 days from the receipt of a written demand for payment, the Bank may take measures aimed at enforcing the outstanding sums.

#### § 17

The following serve as confirmation of the clearance of card transactions:

- 1) transaction lists specifying the dates and places of transactions, and transaction amounts; such lists are made after the end of each billing cycle and sent to the Account Holder's mailing address, or
- 2) the account statements received by the Holder.

## § 18

1. The Bank shall charge fees and commissions for the issuance and usage of a card, as per the Table of Charges. Such fees shall be charged to the account
2. The amount of the fees and commissions charged from the Holder is determined on the basis of the Table of Charges.
3. The Table of Charges is available at the Branches and on the Bank's web site.
4. The rates of fees and commissions are liable to change. Changes in this respect shall not constitute an amendment of the Agreement.
5. The rates of fees and commissions are liable to change in the event of change in at least one of the following factors:
  - 1) market parameters,
  - 2) the court fees, administrative costs and other costs stated in general regulations relating to the performance of this Agreement,
  - 3) the scope or form of performance of the activities carried out by the Bank,
  - 4) the amounts and the costs of transactions and services incurred by the Bank,
  - 5) adjusting to the best Polish and international banking practices.

## Chapter 6 Contesting a transaction

### § 19

1. The card User or Holder has the right to contest transactions which raise doubts.
2. Any contesting claims should be filed in writing within 14 days from the receipt of the card statement or statement of transactions. A claim should be appended, where possible, with copies of receipts or other documents proving the legitimacy of the claim.
3. Claims will be handled in a manner and within time limits as adopted by VISA International. The Bank will notify the Card User about the outcome of the claim investigation within 14 days from the receipt of a reply from BZ WBK Communications Centre.
4. If the claim is accepted, the Bank will immediately credit the Customer's account with the contested amount.
5. Pursuant to the regulations of VISA International, claims contesting T&E transactions may be accepted only where the contested transaction amount exceeds the equivalent of US\$ 25.

## Chapter 7 Stopping a card

### § 20

1. In case of card loss (theft/losing), the card Holder/User should immediately report this fact to BZ WBK S.A. Communications Centre, tel. (061) 856 53 26, in service 24 hours a day.
2. When reporting a stolen or lost card, the card User should give the following information:
  - 1) card number (if remembered),
  - 2) name and surname,
  - 3) mother's maiden name,
  - 4) date of birth,
  - 5) residence address,
  - 6) contact telephone,
  - 7) ID card series and number,
  - 8) circumstances in which the card was lost
3. The report of a lost card to the BZ WBK Communications Centre is confirmed by phone after the report. The loss report is received and confirmed during one and the same telephone conversation.
4. After a card has been reported as lost or stolen, this should be immediately confirmed in writing.
5. A card, which has been stopped, but later found, may not be used again. Such a card should be returned to the Branch.
6. By written request of the Holder, a lost card can be replaced with a new card with a new PIN number.
7. While abroad, the card User may obtain a replacement card with a short validity period or an emergency cash advance from a bank indicated by VISA International for which he will be charged applicable fees and commissions.

### § 21

1. The Bank may stop the card if:
  - 1) it is used in violation of the provisions of these Regulations and the account agreement,
  - 2) the account is closed,
  - 3) account is attached upon request of relevant authorities,
  - 4) liquidation or bankruptcy proceedings are pending against the Holder,
  - 5) the Holder's financial standing of the Holder deteriorates,
  - 6) the Holder files a written request to that effect,
  - 7) the Agreement/account agreement is terminated by either party,
  - 8) the card User dies,
  - 9) the Holder has been declared bankrupt.

2. When stopping the card, the Bank calls on the card Holder and Users to return the cards issued to the same account and to pay off any sums due to the Bank.
3. Costs relating to stopping the card, except for clauses 1.2) and 1.8), are paid by the Holder as per the table of charges applicable in the Bank.

## Chapter 8 Final provisions

### § 22

1. The Holder shall:
  - 1) submit, upon Bank's request, documents deemed necessary by the Bank for the purpose of assessment of the Holder's business and financial standing,
  - 2) inform the Bank without delay of any changes in its legal status, corporate name and other decisions and circumstances that might affect its business,
  - 3) inform the Bank without delay of any changes in the data stated in the application and/or the Card Users' data sheets.
2. The Holder shall exercise direct control over the use of the cards by individual Card Users.
3. The Holder shall immediately notify the Bank and request that a card be stopped when he finds that the card is used by the card User in violation of the Agreement and these Regulations.
4. The Holder shall be fully liable to the Bank for any all the financial obligations arising from the use of the cards issued to its account, also if the use of the cards is relinquished.
5. The Holder shall make sure that the prospective Card User familiarises him/herself with these Regulations and shall be fully liable for any consequences of the User's non-compliance.

### § 23

1. If the Agreement/account agreement is terminated by the Holder or the Bank, the Holder shall return the cards issued to his account.
2. Should the Holder fail to return the card(s), it shall bear full financial liability for transactions made using the unreturned cards.
3. During the termination notice period for the agreement referred to in para. 1, the Holder shall pay all sums due on transactions made using the cards.
4. The Bank may set a minimum amount, required to settle sums arising from transaction made using the cards, to remain on the account for 45 days (for VISA business debit cards), or 75 days (for VISA Business charge cards) until:
  - 1) the cards have been returned to the Branch, or
  - 2) a written statement has been submitted, explaining the reason for not returning the cards.

### § 24

The Bank shall not be liable for:

- 1) refused transactions at merchants or ATMs,
- 2) situations where the card has been blocked in an ATM for technical reasons or due to incorrect operation of an ATM by the card User,
- 3) situations where the card and PIN have been made available to a third party,
- 4) situations where the card number has been posted on the Internet,
- 5) mechanical damage to the card,
- 6) situations where the card User's card has been stopped by the Holder.

### § 25

1. The Bank reserves the right to amend these Regulations.
2. Amendments to these Regulations shall be delivered to the Holder in the manner specified in the account agreement, along with the indication of the effective date of amendments and information about the Holder's right to opt out of the card upon giving notice within 14 days from the receipt of such information.
3. Unless the Holder gives a termination notice, the amended Regulations shall take effect as of the effective date.

### § 26

1. The Holder has the right to withdraw from the Agreement within 14 days of the receipt of the first card, unless a transaction has already been made using the said card.
2. In the case referred to in para. 1, the Bank may charge the Holder for the costs relating to the issuance of the card.

### § 27

1. Matters not provided for in these Regulations shall be governed by the applicable laws.
2. Binding on the Parties shall be the Polish language version of the Regulations.

Nordea Bank Polska S.A.  
www.nordea.pl  
infolinia: 0801 667 332 (0801 NORDEA)  
e-mail: poczta@nordea.com