



Regulations  
for the credit card of  
Nordea Bank Polska S.A.

## Chapter I General provisions

### § 1

These Regulations establish the principles of issuing and using credit cards of Nordea Bank Polska S.A. and are hereinafter referred to as the "Regulations".

### § 2

The Regulations have been published on the basis of Art. 109 paragraphs 1 and 2 of the Banking Law Act of 29 August 1997 in relation to Art. 384 of the Civil Code Act of 23 April 1964, Electronic Payment Instrument Act (Journal of Law of 11 October 2002, No. 169, item 1385), and Consumer Credit Act (Journal of Law of 20 July 2001).

### § 3

Bank credit cards are used to perform payments for goods and services and also to withdraw cash from banks and ATMs on the territory of Poland and abroad. The use of the card is tantamount to granting a loan to the card User and to charging the User's account with the amount of the performed transaction together with relevant fees, commissions and interest payable to the Bank.

### § 4

Glossary of terms used in these Regulations:

- 1) **authorisation** – the operation confirming the authenticity of the card and the possibility of performing transactions with the use thereof,
- 2) **automatic repayment** – an automatic repayment of the debt in the card account, made from the indicated account into the card account based on the instruction given by the User of the main card; the amount of the automatic repayment is decided by the User of the main card as a percentage of the balance of debt at the end of the settlement cycle or as an equivalent of the minimum repayment amount stated on the account statement,
- 3) **Bank** – Nordea Bank Polska S.A.,
- 4) **ATM** – a device that enables the Card User to withdraw cash or perform other transactions using the card and PIN,
- 5) **Centre** – Centrum Komunikacji Banku Zachodniego WBK S.A. (Bank Zachodni WBK S.A. Communication Centre), which acts as a clearing agent for the Bank, i.e. an organisational unit of Bank Zachodni WBK S.A. that deals with activities related to handling cards issued by the Bank and takes part in authorising and settling transactions performed with the use of the card,
- 6) **settlement cycle** – monthly period upon expiry of which a card account statement is generated,
- 7) **card duplicate** – a card with the same number, expiry date and PIN as the previous card, issued to replace the hitherto used card,
- 8) **settlement day** – the day on which a statement is generated for the Main Card User. It is a specific day of the month corresponding to the repayment day for the minimum repayment amount, selected by the Customer and indicated in the Application for card issuance. If the indicated day falls on a holiday for the Bank's Branch Office, than the first working day after such holiday shall be considered the settlement day,
- 9) **repayment day** – the day, by which the Main Card User is obliged to repay the minimum repayment amount. This day occurs 24 days after the transaction settlement date and is indicated on the statement. If the repayment day falls on a statutory holiday for the Bank's Branch Office, than the first working day after such holiday shall be considered the repayment day,
- 10) **electronic communication channel** – encrypted connection between the Main Card User logged into the Solo system and the Bank,
- 11) **EPOS** – (Electronic Point of Sale) electronic terminal that enables performance of a transaction with the use of the card,
- 12) **Card** – international MasterCard Standard/Gold/Platinum payment credit card,
- 13) **main card** – a card to which the credit limit has been assigned,
- 14) **additional card** – card issued to a person indicated by the Main Card User within the credit limit assigned to the main card, settled by charging the main card account,
- 15) **CVV2/CVC2 code** – 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); this code is placed on the reverse side of the card,
- 16) **credit limit** – the amount of credit granted in the card account, established by the Bank individually for each Main Card User and determined in the Card Agreement. This is the amount up to which the Main Card User and the Additional Card User may jointly perform card-based transactions,
- 17) **MasterCard** – international organisation of banks that issue MasterCard branded payment cards,
- 18) **minimum repayment amount** – the amount corresponding to 5% of indebtedness balance in the card account, which the Main Card User is obliged to pay until the repayment day; for the Standard card this is not less than PLN 30, for the Gold card not less than PLN 50; for Platinum not less than PLN 100,
- 19) **Branch Office** – the Bank's organisational unit;
- 20) **Internet Branch** – the Bank's organisational unit, contacted via an electronic communication channel (Internet, telephone, WAP),

- 21) **transaction** – non-cash payment for purchased goods and services or cash withdrawal performed with the use of the card,
- 22) **non-cash transaction** – payment for goods or services with the use of the card. Non-cash transactions may be performed up to 100% of the granted credit limit for the main card. Within one day, i.e. from the midnight of a given day until the midnight of the next day the User may perform 10 transactions, including 3 cash transactions,
- 23) **cash transaction** – cash withdrawal form ATM or at the bank cash desk marked with MasterCard logo performed with the use of the card. Cash transactions may be performed up to 50% of the granted credit limit for the main card,
- 24) **authentication package** – methods of identifying the Account Holder available at the Bank and used in electronic communication channels:
  - a) **token** – a cryptographic device generating one-time codes used to identify the Account Holder and to accept the orders placed via electronic communication channels,
  - b) **authentication card** – a card with one-time codes used to identify the Account Holder and to accept the orders placed via electronic communication channels,
- 25) **PIN (Personal Identification Number)** – confidential code used to identify the Card Holder during cash withdrawals from ATMs and transactions performed in some acceptance locations equipped with EPOS terminal with special keyboard to introduce PIN,
- 26) **Transfer from the card account** – a transfer of funds from the card account is possible to be made only by users of electronic channels of communication, the transfer is treated as a cash transaction that can be made up to the amount of credit limit,
- 27) **acceptance locations** – commercial or service outlet marked with MasterCard logo, where payments may be performed with the use of the card, e.g. shop, hotel, restaurant, car rental, travel agency, etc.,
- 28) **card account** – an account maintained in PLN used to settle card transactions, to clear fees and commissions related to such transactions as well as interest due to the Bank on the utilised credit amount. It is this account, to which the main card issued to the Main Card User is assigned together with all additional cards issued to Additional Card Users,
- 29) **Regulations** – „Regulations for Nordea Bank Polska S.A. credit card”.
- 30) **Table of Fees** – „Table of Fees and Commissions for individual customers at Nordea Bank Polska S.A.”,
- 31) **Card Agreement** – „Agreement on issuance of bank credit card of Nordea Bank Polska S.A. and on granting a credit limit”, concluded by and between the Main Card User and the Bank,
- 32) **Card User** – a person, whose name and surname appear on the card;
- 33) **Main Card User** – a person that has signed the Card Agreement with the Bank,
- 34) **Additional Card User** – a person aged above 13, who has been issued an additional card upon the Main Card User's request.,
- 35) **Application:**
  - a) Application for issuance of credit card of Nordea Bank Polska S.A. and for granting a credit limit/Application for change of credit limit;
  - b) Application for issuance of additional credit card of Nordea Bank Polska S.A./Application for modification of the granted credit limit for additional card/Data modification,
- 36) **Applicant/Customer** – a natural person applying for issuance of a credit card and for granting a credit limit,
- 37) **account statement** – a list of transactions generated periodically, determining the indebtedness balance of the Card User due to transactions performed with the use of the main card and additional card together with applicable interest, commissions and payments, also indicating the minimum repayment amount,
- 38) **card blockade** – operation aimed at temporary prevention against performing operation with the use of the card,
- 39) **card stoppage** – operation aimed at making impossible the performance of transactions with the use of the card.

### § 5

- The card constitutes the Bank's property and shall be returned to the Bank:
- 1) upon Card Agreement termination by any of the parties thereto
  - 2) upon the Bank's request.

### § 6

1. The Applicant shall be the person of age, with full capacity for legal acts, and resident as provided for by the foreign exchange law.
2. The maximum number of four (4) cards may be issued per one account, i.e. one (1) main card and three (3) additional cards.

## Chapter II Card issuance and renewal

### § 7

1. The Customer applying for card issuance and granting of a credit limit shall:
  - 1) submit the Application, filled in and signed, to the Branch Office; or
  - 2) fill in the application form on the Bank's website and send it therefrom;
  - 3) mail the application, filled in and signed, to the Branch Office

- 4) provide the Bank with the required documents specified in the Application.
2. The Applicant may apply for an additional card. The submittal of an Application for additional card is tantamount to granting the person mentioned in the Application a power of attorney entitling to use the credit limit granted in the card account.
3. The Main Card User shall determine in the Application for issuance of an additional card the limit up to which the Additional Card User may perform his/her transactions.
4. The Applicant is responsible for providing true and complete data in the Application form.
5. The Bank reserves the right to make the consideration of the Application conditional upon submittal of additional documents by the Applicant, other than those defined in subparagraph 1 and the right to verify data included in the Application.

#### § 8

1. The Applicant shall determine in the Application the amount of the credit limit that is applied for, however not higher than the minimum credit limit for the card as determined by the Order of the President of the Bank's Management Board.
2. The Applicant shall indicate in the Application the card account debt repayment day until which the Applicant agrees to repay the minimum repayment amount. The selected day shall be printed on the account statement.
3. The credit limit is established individually, on the basis of the evaluation of the Applicant's credit worthiness.

#### § 9

1. The Bank issues the decision on granting the card and the credit limit amount within 3 working days from the date of receiving the Application by the Branch Office/Internet Branch.
2. In case of incomplete or incorrect data in the Application, incomplete documents mentioned in Paragraph 7, subparagraph 1, item 2 or in case of occurrence of other reasons beyond the Bank's control the said period may be prolonged by the time necessary to complete the Application/ documents or to fill in another Application by the Applicant.
3. The Bank's decision is communicated to the Applicant by mail or by phone.
4. Credit limit is granted upon acceptance by the Bank of the complete Application submitted by the Applicant. The card is issued after the Card Agreement has been signed by the Applicant.
5. In the Card Agreement the Bank establishes the credit limit that is assigned individually to each Applicant on the basis of information included in the Application and the submitted documents.
6. When submitting the Application by means of the Bank's websites, the Applicant shall deliver the documents required by the Bank personally or by mail in the way and to the place agreed upon with the Bank.

#### § 10

1. Upon the Bank's favourable decision on granting the Applicant the card together with credit limit, PIN is mailed to the Applicant's mailing address.
2. In case the Card User:
  - 1) has not received PIN within 14 days from the Application submittal date;
  - 2) the envelope containing PIN is damaged in such a way that unauthorised persons are able to read the PIN
  - 3) PIN is illegible;
 the Card User shall immediately notify the Bank thereof.
2. PIN is known only to the Card User and shall not be disclosed to other people. The Main Card User shall bear the responsibility for disclosing PIN to third parties.

#### § 11

1. A new card, depending on its type, is delivered by post to the User's correspondence address or is collected at the Bank's outlet.
2. New cards delivered to Customers by means of post are inactive and require their activation. In order to activate the card the User contacts the Nordea Bank Polska SA infoline numbers 0801 667 332 or 058 3 000 000 for users of mobile phones.
3. The Customer is obliged to sign the card upon obtaining it. The signature has to comply with the one affixed to the Card User signature specimen card included in the Application/Agreement and shall fit entirely in the signature strip.
4. During the card activation the Card User shall provide the necessary identification data.
5. Renewed cards and card duplicates are collected by the Customer at the Branch or the card may be delivered by means of a courier service authorised by the Bank.
6. Cards collected at the Branch Office are active.
7. The Bank charges a card issuance fee in accordance with the Table of Fees. The card issuance fee is posted to the card account and printed on the account statement.

#### § 12

Failure to collect the main card at the Branch Office during 90 days from the PIN mailing date results in stopping the card and destruction thereof by the Bank.

#### § 13

1. Upon expiry date the card is automatically renewed by the Bank, unless:
  - 1) the previous card was used contrary to these Regulations or to the Card Agreement;
  - 2) the Card User did not perform any transaction during the card validity period;
  - 3) at least 45 days before the card expiry date the Card User notifies the Bank in writing about his/her resignation to further use the card.
  - 4) the Main Card User terminated the Card Agreement.
2. The renewed card has the same number and PIN as the hitherto card.
3. The renewed card is delivered to the User pursuant to Paragraph 11, subparagraph 1 taking into account the Paragraph 13, subparagraph hereof.
4. Upon receiving the card the Card User is obliged to destroy the hitherto used card or deliver it to the Branch Office.
5. The Bank reserves the right to refuse to renew the card; in such case the User shall be notified on refusal to renew the card at least 90 days before the existing card expiry date.

### Chapter III Rules for using the card and the credit limit

#### § 14

1. The card may be used exclusively by the Card User, i.e. the person whose name and surname appear on the face of the card during the card validity period or until the card is stopped by the Main Card User or the Bank.
2. The card expiry date is indicated on the face of the card
3. The card shall be used in accordance with:
  - 1) the provisions hereof and of the Card Agreement;
  - 2) Polish legal regulations including the foreign exchange law and the Electronic Payment Instruments Act.
  - 3) the local legal provisions valid in the country where the transaction is performed.

#### § 15

1. While performing a transaction at an acceptance location, the Card User shall show the card and upon authorisation, sign the confirmation slip in accordance with the signature affixed to the back of the card/Application and Card Agreement.
2. When executing transactions by phone, via post or through the Internet, the card User gives the card number, the card expiry date and the CVC2 code.
3. The Card User shall keep the confirmation slip until the transaction is settled in order to document discrepancies, if any.
4. During the transaction the acceptance location is authorised to check the identity of the Card User.
5. Three consecutive attempts to input incorrect PIN into ATM or EPOS terminal equipped with PIN-pad shall cause card blockade in the system, irrespectively of the time that have lapsed since the last incorrect PIN input.
6. The card blockade in the system means lack of possibility to perform transactions at ATMs and card acceptance locations.
7. The card blockade may be lifted after generating a new PIN upon a written motion of the Main Card User submitted to the Branch Office or Internet Branch.

#### § 16

1. Total amount corresponding to transactions performed with the use of a card/cards shall not exceed the credit limit assigned to the main card.
2. The acceptance of a transaction during the authorisation procedure:
  - 1) shall automatically decrease the credit limit;
  - 2) may cause a temporary reduction of the granted credit limit (if the authorization was not effectively implemented).
3. In the case of exceeding the granted credit limit, the Main Card User is obliged to immediately repay the amount that exceeds the credit limit.
4. While verifying whether the credit limit has been exceeded or not, all the operations performed with the use of the main card and additional cards and the total amount of all fees, commissions and interest payable to the Bank since the last payment into the card account, are taken into account.
5. In the case of exceeding the credit limit by the Card User or lack of debt repayment the Bank has the right to block all the cards issued in relation to the card account until the debt has been repaid or to stop the cards and terminate the Card Agreement. In the case of exceeding the card limit, lack of repayment or delayed repayment, the Bank shall charge the Main Card User with a fee, in accordance with the Table of Fees.
6. The Card User may request the Bank to change the credit limit, by submitting a filled in application
7. The Card User shall attach to the filled in Application the current documents required by the Bank. The list of documents is available at the Branch Offices and on the Bank's website.
8. The Bank shall immediately notify the Main Card User in writing about the decision to change/refuse the credit limit.
9. The Card User may execute transfers from the card account via an electronic channel of communication. Information concerning the execution of such transfers is available from Branches and from the Bank's internet pages.

### § 17

1. The Card User should protect the card against loss, theft or destruction, as well as mechanical damage, e.g. scratching or folding, high temperatures or magnetic field (e.g. emitted by mobile telephone, computer, etc.) that may cause the magnetic strip to demagnetise.
2. The Bank reserves the right to contact the card User in order to confirm the attempt to execute the transaction.

### § 18

The Card User shall lose the right to use the card in the following cases:

- 1) after expiry of the card or resignation,
- 2) loss or damage of the card,
- 3) demand of the Bank to return the card,
- 4) termination of the Card Agreement by one of the parties,
- 5) stopping the card by the Main Card User or the Bank,
- 6) death of the Main Card User,

## Chapter IV

### Rules for settling transactions performed with the use of the card

#### § 19

1. The transactions performed with the use of the card are settled in PLN.
2. Foreign transactions performed in other currencies than EUR are converted by MasterCard into EUR according to the exchange rate applied by MasterCard valid for the day of submitting the transactions for settlement by acceptance locations where such transactions have been performed, and afterwards they are converted into PLN by Bank Zachodni WBK SA at the EUR sell rate valid in Bank Zachodni WBK SA as of the date of settling the transactions by the Bank.

#### § 20

1. The transactions performed with the use of the cards issued to the card account are settled in clearing cycles. The repayment day is selected individually by the Main Card User in the Application.
2. At the end of each clearing cycle, the Bank sends to the address indicated in the Application or to the mailing address the account statement that includes as follows:
  - 1) minimum repayment amount;
  - 2) repayment day;
  - 3) number of the card account to which the payments shall be performed;
  - 4) period covered by the account statement;
  - 5) amount of granted credit limit;
  - 6) amount of available credit limit;
  - 7) card account debt balance;
  - 8) previous debt balance;
  - 9) annual interest rate applicable to the credit in the card account;
  - 10) fees, commissions and interest accrued on utilised credit limit;
  - 11) list of all cash and non-cash transactions performed with the use of card/s during a given clearing cycle.
3. The Bank reserves the right to withhold the mailing of the account statement in the case of zero balance in the card account during the whole settlement cycle.
4. Upon the Main Card User request, the Bank may generate separate account statements for additional card(s) issued to the card account. This operation is subject to a fee pursuant to the Table of Fees.

## Chapter V

### Interest rate, commissions and fees as well as repayment terms

#### § 21

1. In relation to the transactions performed with the use of the card the Bank accrues interest on debt balance resulting from the following transactions:
  - 1) non-cash transactions – for each day starting from the transaction date until the debt repayment date, however the interest do not accrue if the debt balance resulting from the performed transaction is repaid before the repayment day indicated on the account statement;
  - 2) cash transactions – for each day starting from the transaction date until the date on which the debt resulting from the transaction is repaid.
2. If the total debt is repaid by the Main Card User until the repayment date determined on the account statement, the account shall not be charged with interest accrued on the debt resulting from the non-cash transactions
3. The credit limit is subject to annual interest rate according to variable interest rate determined by the Orders of the President of the Bank's Management Board.
4. The credit limit interest rate may change within the Card Agreement validity period, in the case of the change of at least one of the listed factors:
  - 1) basic interest rates of the National Bank of Poland
  - 2) WIBOR or WIBID rates.
  - 3) demand, supply and prices on the credit market;
  - 4) level of obligatory provisions, which the Bank is obliged to maintain;

- 5) level of inflation ratio according to the Chief Statistical Office (GUS)
  - 6) premium paid by the Bank to the Bank Guarantee Fund;
5. The Bank shall notify the Main Card User on each change of interest rate; the notification shall be sent together with an account statement.

#### § 22

1. The Bank shall charge the card account with fees and commissions compliant with the Table of Fees for the activities related with the issuance and handling of the additional cards and services.
2. The amount of fees and commissions may change in the case of alteration of one of the factors listed below:
  - 1) market parameters (inflation rate, exchange rates)
  - 2) increased card service costs as a result of changed prices of telecommunication services, mailing services, interbank clearing, change fees paid in relation to the performance of the Card Agreement by the companies co-operating with the Bank, including the Centre and other clearing agent;
  - 3) the increased quality of offered services and the introduction of new services;
  - 4) modification of the offer and its adaptation to the competitive offers;
3. The Bank shall notify the Main Card User in writing on changes to the Table of Fees. In the case that the Main Card User does not accept the changes to the Table of Fees, the User shall enjoy the right to terminate the Card Agreement within 14 days from the date of serving the notification of changes upon the User. Failure to terminate the Card Agreement within the said period shall be understood as acceptance of the changes to the Table of Fees by the Main Card User.

#### § 23

1. The Main Card User is obliged to pay the minimum repayment amount into the card account in the amounts and until the dates indicated by the Bank on the account statement.
2. The payment into the card account may be performed in the following ways:
  - 1) in the form of a transfer from the account held with the Bank or with other banks;
  - 2) in the form of a cash payment to the Bank's cash desk, or at cash desks of different banks or at post offices.
4. The date of posting the funds to the card accounts shall be considered the repayment date.
5. The Main Card User may perform a payment to the card account during the clearing cycle.
6. Repayment of debt resulting from the credit limit shall be performed on dates and in the amounts defined on the account statements.
7. Subject to subparagraph 8, each payment to the card account is qualified in the following order:
  - 1) cost of preparing and sending call for payment;
  - 2) outstanding interest;
  - 3) outstanding principal;
  - 4) interest on utilised credit limit, accrued by the Bank;
  - 5) fees accrued by the Bank;
  - 6) principal used due to cash transactions and commissions;
  - 7) principal used due to non-cash transactions;
8. In the case where the Bank's receivable is enforced by the court enforcement officer on the basis of an enforcement title, all the payments performed by the enforcement authority are qualified in the following order:
  - b) principal;
  - c) capitalised interest;
  - d) other restricted interest;
  - e) costs.

#### § 24

1. In the case of payment performed due to repayment of debt in a given clearing cycle, exceeding the account indebtedness, the Card User may use the funds in the amount of granted credit limit increased by the surplus from the debt repayment.
2. The surplus balance in the card account shall not bear any interest.

## Chapter VI

### Claims concerning transactions

#### § 25

1. The Card User shall have the right to claim the doubtful transactions.
2. The claims shall be reported in writing by the Card User within 14 days from the date of obtaining the card account statement. The claim shall be accompanied with the transaction confirmation in case the claim refers to the transaction amount.
3. The Bank shall consider the claims without delay, taking into account the deadlines and procedures valid in MasterCard and in accordance with the Electronic Payment Instruments Act.
4. The result of the claim settlement shall be notified to the Main Card User in writing within 14 working days from the date of obtaining the response from MasterCard by means of an answer sent to the last correspondence address provided by the Main Card User.
5. In case of favourable settlement of the claim, the Bank shall credit the card account with a relevant amount upon completion of the claim proceedings.

6. In the case the account statement is has not been received within 14 days from the clearing date, the Main Card User shall inform the Bank thereof, except for the situations where the Card User(s) has (have) not performed any transaction during the last clearing cycle and the card account balance as indicated on the previous account statement was equal to PLN 0.

## **Chapter VII Card protection and scope of responsibilities**

### **§ 26**

1. The Card User is obliged:
  - 1) to keep the card and PIN with due diligence;
  - 2) not to keep the card and PIN together;
  - 3) to take appropriate precautions against loss, theft or damage to the card;
  - 4) to report immediately to the Bank any loss or damage to the card;
  - 5) not to make the card or PIN available to unauthorised persons;
  - 6) to maintain appropriate safety measures while making mail, telephone or Internet orders due to the risk of disseminating the card number information among unauthorised persons.
2. The card number may be disclosed out of the Bank only in for the purpose of performing a transaction or to report the card loss.

### **§ 27**

The Main Card User shall bear responsibility for all the operations performed with all cards issued to its card account.

### **§ 28**

1. In case of card loss (theft/losing), the Card User should immediately notify the Centre at (0 61) 856-53-26 (operating 24 hours a day).
2. When stopping the card, the User should provide the following data:
  - 1) card number (if the User remembers);
  - 2) first name and surname;
  - 3) mother's maiden name;
  - 4) date and place of birth;
  - 5) residence address;
  - 6) contact telephone number;
  - 7) series and number of an ID document;
  - 8) circumstances of the card loss.
3. Reporting a card stoppage by telephone must be immediately confirmed in writing. The confirmation in writing should be sent to the Bank by registered mail against the acknowledgement of receipt returned to the sender, within the 7 days from the date of telephone card stoppage at the latest.
4. The Card User shall immediately report the losing of the card to police.

### **§ 29**

1. Card stoppage with the Centre is confirmed by telephone after the stoppage is reported.
2. Acceptance and confirmation of a stoppage take place during the same telephone conversation.

### **§ 30**

1. A stopped card that is later found cannot be reused. The card should be returned to the Bank.
2. Upon a written request of the Main Card User a new card with a new PIN may be issued to replace the lost card.
3. While abroad, the User may obtain an interim card with short validity period or perform an emergency cash withdrawal at the bank indicated by MasterCard, paying the related fees compliant with the Table of Fees.

### **§ 31**

1. The Bank has the right to stop or block the card in one of the following cases:
  - 1) the Main Card User defaults on repaying its liabilities to the Bank, such repayment is endangered or the granted limit is exceeded;
  - 2) the Main Card User or Additional Card User fail to observe the valid legal regulations, provisions of the Card Agreement or the Regulations for bank credit card;
  - 3) false documents, representations or data are submitted as a basis for granting credit limit and issuing a card;
  - 4) the Card Agreement is terminated by any of the parties;
  - 5) Card User's death;
  - 6) Negative opinion on co-operation of the Main Card User with Nordea Bank Polska S.A. or other banks during the card validity period.
2. While stopping the card for the reasons listed under Paragraph 31 subparagraph 1, the Bank calls the Main Card User to return the main card and additional cards and repayment of any liabilities to the Bank.
3. The Main Card User is charged with the stoppage costs, in accordance with the Table of Fees valid within the Bank.

## **Chapter VIII Amendments and termination of the Card Agreement**

### **§ 32**

1. The Bank reserves the right to introduce amendments hereto.
2. The amendments to these Regulations are served upon the Main Card User in writing, indicating the effective date thereof, together with information on the possibility to waive the right to use the card upon termination carried out by the Main Card User within 14 days from the date of receiving the information.
3. If the Main Card User does not terminate the Card Agreement, the amended provisions shall be-come valid starting from the effective date thereof.

### **§ 33**

1. The Card Agreement becomes invalid in the case it is terminated by the Main Card User or the Bank.
2. The Bank has the right to terminate the Card Agreement upon 30-days notice, based on the following reasons:
  - 1) Failure of the Main Card User to observe the valid legal regulations or the provisions hereof or of the Card Agreement;
  - 2) Submittal of false documents, representations or data that has constituted a basis for granting credit limit;
  - 3) when the card account does not show any movements for the period of last 6 months, except for fees and commissions and the card account balance for the said period equals PLN 0.
  - 4) When the Card User changes the Beneficiary of the life insurance or insurance against permanent disability to work in the case of cards that are protected by credit insurance.
3. The termination notice is sent to the Customer by registered mail against returnable acknowledgement of receipt. The Bank stops the cards issued to the card account as of the Card Agreement termination date.

## **Chapter IX Final provisions**

### **§ 34**

The Main Card User is obliged to notify the bank immediately on the modification of data provided in the Application.

### **§ 35**

1. The Bank shall bear no responsibility for:
  - 1) a refusal to carry out transactions at accepting locations and ATMs,
  - 2) retaining the card in an ATM due to technical reasons or caused by inappropriate handling by the Card User,
  - 3) making the card available to a third party,
  - 4) making the PIN available to a third party,
  - 5) mechanical damage to the card,
  - 6) stopping the Main Card User's card by an unauthorised person.

### **§ 36**

An insurance package is added to the card. Detailed scope of insurance coverage is included in the Terms and Conditions of the Card Insurance as well as in the General Terms and Conditions of Insurance that constitute enclosures to the Card Agreement.

### **§ 37**

In matters not regulated herein the relevant valid provisions of law shall apply.

*Gdynia, September 2006*

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