

The rules of electronic banking in Nordea Bank Polska S.A.

Chapter I General provisions

§ 1

1. The electronic banking system of Nordea is made available after submission and positive review of an application for obtaining access to the electronic banking system of Nordea Bank Polska S.A., on terms defined in these Regulations.

2. For services offered through electronic channels, Nordea Bank Polska S.A. shall provide persons authorized by the Holder with electronic access to accounts opened under an agreement signed with the Bank, subject to a successful verification of identity, appropriate for the type of communication channel used.

3. Such access is granted subject to the provisions of sections 6 and 7 and on condition that the first of the opened accounts is an account for PLN settlements or a credit card account.

4. The following actions are made possible via electronic channels of communication by Nordea Bank Polska S.A.:

- 1) placement of instructions, in a manner and on terms defined in these Rules, in particular with regard to payments, opening and closing accounts,
- 2) management of access to the account,
- 3) obtaining information about the Holder's accounts maintained in the Bank,
- 4) obtaining information about operations executed on the Holder's account.

5. These Rules does not cover in its scope of reference the system of home banking, which is governed by separate regulations.

6. Persons who do not have a full ability to perform legal actions, are not granted access to accounts via the electronic banking system of Nordea.

7. The Bank has the right to refuse the granting of access to the electronic banking system of Nordea.

§ 2

The terms used in the further part of these Rules shall have the following meanings:

- 1) Bank – Nordea Bank Polska Spółka Akcyjna,
- 2) Electronic banking, the electronic banking system in Nordea – the electronic banking system in the Bank, which allows for the storage of applications, instructions and/or provides access to information about bank accounts via electronic channels of communication (telephone channel, WWW channel, SMS channel),
- 3) A secure electronic signature – data in electronic form, verified by means of a qualified certifica-

te, which together with other data to which they are attached or with which they are logically connected, serve the purpose of identification of the person who makes the electronic signature; this signature has the legal effects defined under the Act of 18 September 2001 in respect of an electronic signature (Journal of laws 01.130.1450 with subsequent amendments),

In the electronic banking system of Nordea, the customer may use the secure electronic signature issued by PWPW S.A. - Sigillum PCCE, Unizeto Technologies S.A. and KIR S.A. The secure electronic signature constitutes an alternative device of the authentication package,

4) COK – Customer Service Centre, offering topical and technical assistance to customers on the Bank's call lines,

5) Pending operation – an instruction authorized by the customer in the electronic banking system, which is waiting to be accepted for execution by the banking system,

6) Static password – a password defined by the User, used for verification of the User's identity or authorization of the instruction in electronic channels of communication. The password constitutes an element of the authentication package,

7) ID – an individual identification number of the User granted by the Bank, composed of 10 digits, which is used for the purpose of identification of the User and for authentication of the transaction while using the electronic banking system of Nordea. The ID number constitutes an element of the authentication package,

8) Code card – „scratch card” with one-time codes used for the identification of the User and for authentication of the transaction in the electronic banking system of Nordea. The code card constitutes an optional device in the authentication package,

9) Authentication device – code card, token,

10) Branch office/Bank outlet – an organizational unit of the Bank or an organizational segment of the Bank that is involved in customer service, including the Internet branch office – which provides customer service via COK,

11) Authentication package – composed of: ID number, the authentication device selected by the customer: the code card or token and static password,

12) Holder – a private individual, a legal person or another entity which signed an agreement with the Bank, under which access is offered to the electronic banking system of Nordea,

13) Account – a settlement account maintained for the individual customer or an institutional customer under an agreement signed with the Bank, under which access is offered to the electronic banking system of Nordea,

14) The Bank's web site – a web site having the following address <http://www.nordea.pl>, which contains in particular the description of the Bank's products, including the applicable regulations, the interest rates and the fees and commissions,

15) The web site of the WWW channel – a web site having the following address <https://netbank.nordea.pl>, which allows the possibility of an encrypted transmission of data relating to the instructions given via the WWW channel,

16) Token – a cryptographic device that generates one-time codes used for the identification of the User and for authentication of transactions during the use of the electronic banking system of Nordea. The token constitutes an optional device in the authentication package,

17) Order receiving mode – the period in which the instructions given in the electronic banking system are not sent on to the banking system to be executed,

18) Order receiving and execution mode – the period in which the instructions given in the electronic banking system are passed on and executed by the banking system,

19) Agreement – an agreement for the maintenance of bank accounts for individual or institutional customers; loan agreements or payment card agreements (including credit cards) concluded between the Holder and the Bank – in various currencies and for various terms,

20) User – a natural person who has access to the account in the electronic banking system of Nordea via an individually assigned authentication package (Holder and Authorized User whose scope of authorization allows him to gain access to accounts in the electronic banking system).

Chapter II

The types and the scope of services in electronic banking

§ 3

1. The types and the scope of services offered via electronic channels of communication are defined in detail in the „Guide to the electronic banking system of Nordea”, which constitutes an appendix to these Rules and its integral part. The Rules and the Guide are available on the Bank's web site.

2. The Bank has the right to expand the scope of services or to abandon some in the case of:

1) changes in the provisions of law,

2) changes in the range of services offered by the Bank,

3) changes in technologies used for rendering services through electronic channels.

3. The Bank will inform Customers via electronic channels of communication about introduced changes regarding the scope and type of services, by placing relevant messages on its WWW web site, via internal mail as well as messages displayed on the notice board at the Bank's branch offices/outlets.

4. The Bank has the right to make necessary interruptions in access to a specific electronic channel of communication due to a need to perform maintenance work or modification. This will be communicated to the Customer in the same manner as in section 5.

5. Access to the electronic banking system of the Bank can be limited for the technical reasons:

1) during periodical maintenance work, performed in the Bank's system (scheduled on the night from Friday to Saturday), at hours stated in the message announced on the Bank's web site and in the „Guide to the electronic banking system of Nordea”,

2) during the switch-over of the operating system from the orders receiving and execution mode to the orders receiving mode – in connection with the processing of the day's operations which commences every business day after 20.00. During the switchover there may occur difficulties in accessing the system,

3) In the case of a breakdown which may cause temporary difficulties – of which the Bank will inform the Customers through a relevant announcement on the Bank's website,

4) In the case of difficulties on the side of external infrastructure and servers used by the User, which are beyond the Bank's control and for which the Bank is not responsible with regard to the resulting difficulties.

Chapter III

The principles of use of the electronic channels of communication Granting access to the electronic banking system

§ 4

1. The Holder is free to use the electronic banking

system:

- 1) after the Bank branch office/outlet has received an agreement properly signed by the Holder,
 - 2) when the signed agreement envisages the possibility of gaining access to the account via the electronic banking system,
 - 3) after the User has activated the authentication package referred to in § 5,
 - 4) when access is unblocked due to the cessation of the reason which was the basis for blocking the access at the Customer's request or because of actions taken by the Bank.
2. The Holder's request for granting a User access to the account via the electronic banking system, under an agreement concluded with the Bank, is treated as being equivalent to an authorization given to the User to obtain information about the accounts via selected channels of communication, to use the funds to the full extent, to open and close accounts, with the reservation of the provisions of section.
3. In the case of the eFirma Plus account there exists an additional possibility for the Holder to define Users' rights, e.g. joint action by a minimum of two Users when authenticating a transaction or limitation of a User's rights exclusively to obtaining information about the account. A detailed description of the functionality of the eFirma Plus account was presented in the „Supplement to the Guide to electronic banking in Nordea”, issued as an appendix to the Rules in the case of opening the eFirma Plus account.
4. The granting of an access to the electronic banking system of Nordea has the automatic effect of granting the User the right to use all electronic channels of communication available in the Bank, referred to in § 2, with the exception of the SMS channel. The use of the SMS communication channel requires an activation of the service by the User in the electronic banking system.
5. The User has the right to make a written declaration of will concerning his wish to give up his right of access to the account via the electronic banking system. The declaration can be submitted at the Bank's branch office/outlet or via COK. The Customer's giving up of his right of access to the account via the electronic banking system does not mean that the account must be closed. The abandonment of electronic banking involves a change in fees/commissions charged for the account, according to the Bank's General Price List.
6. With regard to the termination and dissolution of agreements relating to accounts and other bank

products, for which electronic channels of communication are available, it is necessary to follow the rules applicable to specific products.

Authentication package

§ 5

1. Every User makes use of an individual authentication package. Depending on the selected option, an authentication package contains:

1) a token

or

2) a code card.

2. Apart from the authentication devices referred to in section 1, an authentication package also includes:

1) an individual, ten-digit ID identification number assigned by the Bank,

2) a static password selected by the User and stated in the application for the opening of the account, the Holder's data Card/Authorized User's Data card or in the application for granting an access by electronic channels,

3) alternatively – a secure electronic signature as an authentication device.

3. Access to the account by means of an authentication package given to the User is possible after activation is made:

1) by a Bank employee, if the package was issued directly at the moment of opening the account at the Bank's branch office/outlet,

2) during a conversation with a COK consultant, if the package was delivered by courier or by mail,

3) by the Customer himself – if, at the Customer's request access to selected electronic channels of communication was blocked via a WWW channel.

4. A Holder who is applying for access to the account via the electronic banking system, with the use of a secure electronic signature, is concurrently given a second, independent authentication device in the form of an code card or a token and an ID identification number, depending on the option indicated in the Application.

5. A secure electronic signature can be used for authentication of the User and for authorization of instructions given in the electronic banking system of Nordea exclusively via the WWW channel.

6. An additional verification of identity is required in particular during the activation of the first authentication package, in the case of blocking and unblocking of access to the electronic banking system and in the case of activation of subsequent code cards, which involves a need for the User

to disclose specific elements from his static password, referred to in section 2.2, and selected personal data.

7. Instructions given by persons, in relation to which verification of identity was properly made, are deemed to constitute instructions given by persons entitled to give instructions. The Bank is authorized to provide information to persons who are using a proper authentication package.

8. Exact information concerning the methods of authentication in particular channels of communication are presented in the „Guide to the electronic banking system in Nordea”.

The rules of execution of instructions in the electronic banking system

§ 6

1. Instructions given via electronic channels of communication are accepted for execution by the banking system after they have been registered in the electronic banking system of Nordea. An instruction is deemed to have been registered in the electronic banking system after data have been entered and authorized by means of the authentication code or electronic signature.

2. Instructions authorized by the User may be given the status of pending instructions.

3. Instructions are executed on condition that funds are available for covering the fees/charges connected with the execution of the payment in an amount depending on the form of the order.

4. The execution of an instruction by the banking system may end with a positive or negative result. Information concerning the status of a registered instruction, in the case of its rejection, is communicated in the form of a list of rejected instructions of a particular type.

5. Instructions registered in the banking system via the electronic banking system by 20.00 have the execution date of the current day.

6. Instructions registered after the switch-over of the system to the 'orders receiving mode' on business days after 20.00 and instructions given on non-business days, including Saturdays, Sundays and holidays, are accepted for execution with the date of the next business day, with the reservation of the provisions of sections 7-12.

7. As regards term deposits processed in the electronic banking system, the funds resulting from the closing of a term deposit are available on the Holder's account at the date of closing of the term deposit, if the closing instruction is executed via

COK or directly at the Bank's branch office/outlet. If the customer intends to use the funds at the date when the term deposit is closed it is necessary to make an allowance for the process of registration of the instructions by a Bank employee.

8. If an instruction to close a term deposit is made via a WWW channel, the instruction will be executed automatically at the end of the business day, with the funds being available on the following business day. When an instruction is given on a non-working day or after the switch-over of the system to the orders receiving mode after 20.00 on a day that precedes the non-working day, the funds will be available on the second business day following the date of closing of the term deposit.

9. The electronic banking system can be used to submit requests for payment in foreign exchange dealings, which in the electronic banking system are called – a Cross border payment.

10. With regard to the execution of instructions, referred to in section 9, in the electronic banking system, the Bank follows the universally applied provisions of law and „Nordea Bank Polska S.A. Rules for Execution of Outgoing Payment Orders in foreign exchange dealings” available on the Bank's web site.

11. The deadlines applicable in the Bank for execution of particular instructions in domestic and foreign exchange dealings are specified in Messages announced on the Bank's web site.

12. Transfers between Nordea's own accounts, when one of the accounts is a foreign currency account, are accepted for execution all the time, with the reservation that they are executed between 9.00 - 15.30 on business days. When a transfer involves the exchange of a foreign currency, the Bank applies the exchange rate that prevails at the date of execution of the transfer, in accordance with the Table of exchange rates that prevails at the specific moment.

13. The electronic banking system allows the registration of standing orders, one-time orders (using the standing orders application) and one-time payments for execution with a future date, with the reservation that their execution requires the availability of funds for coverage on the business day that precedes the intended date of execution. In the case of a lack of funds on the account, the attempt to execute orders registered in the standing orders application is repeated over consecutive 7 business days. A modification of standing order is possible on business days, not later than 20.00 on the day preceding its execution. In the case of one-

time transfers with a future date, one attempt at execution is made.

14. All detailed information concerning an executed transaction are presented in the History of the account and on a numbered account statement available in the electronic banking system.

§ 7

1. Prior to the acceptance of an instruction given via electronic channels of communication, the User is obliged to state the legal title of the given instructions, and to ensure that the instruction is unambiguous and consistent with his intention. The User is, in particular, obliged to verify the consistence of the number of the account given in the NRB format with the name/surname of the recipient of the payment, i.e. the Holder of the account to which the money is transferred.

2. Instructions relating to transfers given via electronic channels of communication, which were registered on the list of transfers in the electronic banking system, after they have previously been authorized by means of an authentication code or an electronic signature, are deemed to have been confirmed.

3. In the case of confirmed instructions, referred to in section 2, there is no possibility of revoking them, with the reservation of the provisions of section 4.

4. The User may cancel an instruction given with a future date by 20.00 at the latest, on the day preceding the date of execution specified in the instruction.

The rules of use of the SMS notification service

§ 8

1. SMS messages constitute a service that is rendered by the Bank, enabling the User to receive SMS information within a scope agreed with the Bank (Short Message Service).

2. This service can be used by Users who have an active access to the electronic banking system. In the case of activation of the SMS service by Users of eFirma Plus, authorization is required in accordance with the defined authorization schemes.

3. The Bank sends messages to the number specified during the activation of the service in the electronic banking system. A detailed list of SMS messages that are to be sent is presented in the „Guide to the electronic banking system of Nordea”.

4. The Holder accepts the terms of use of the SMS

service at the moment of the activation of the service, agreeing at the same time that the service is performed for the Bank by third parties.

§ 9

1. The Bank is not responsible for messages sent to a telephone number wrongly defined by the User nor for the disclosure of the data contained in the SMS message to third parties as a result of the interception of the data by unauthorized persons for reasons beyond the Bank's control.

2. The Bank is liable for damage caused due to an improper performance of obligations, unless the non-performance occurred for reasons that are beyond the Bank's control (errors caused by third parties that render services).

3. The Bank has the right to block the SMS service in a situation when the User does not comply with the service-related conditions defined in the Rules, or to immediately block access to banking if the User makes use of the service in a manner that is contrary to universally applicable provisions of law.

4. SMS messages constitute a service for which a fee is collected. The fee is collected from the account indicated during the process of activation. The Customer is obliged to ensure the existence of funds for coverage of the costs of the SMS service. Detailed information concerning the costs of the SMS service are presented in the General Price List of Nordea Bank.

5. The Holder has the right to give up the service at any moment by de-activating the service in the electronic banking system or via COK.

Chapter IV

The principles and procedure of lodging a complaint

§ 10

1. The Holder/User is obliged to regularly check that his instructions were executed properly by looking at the bank statements, lists of particular statuses of the execution of instructions and the history of accounts, which are all available in the electronic banking system.

2. Any irregularities that have been discovered must be reported by the Holder/User immediately. The following forms of lodging a complaint are permitted:

- 1) by telephone via COK,
- 2) via the electronic banking system of Nordea,
- 3) personally at the Bank's branch office/outlet,
- 4) in writing to the address of the Bank's branch

office/outlet.

3. An answer to the Customer's complaint is usually sent by registered letter or in another way agreed with the customer, especially if the Customer lodged the complaint by telephone via COK or via the electronic banking system of Nordea.

4. The Holder/User authorizes the Bank to record and save conversations/instructions conducted/given via electronic channels of communication. Recordings and electronic records constitute evidence that the instruction was given.

Chapter V

The scope of obligations and responsibilities

§ 11

1. The Holder/User undertakes to use the electronic channels of communication in accordance with the terms of the agreement and pursuant to the provisions of these Rules as well as any universally applicable provisions of law. The Holder is fully liable for Users' actions and omissions in this respect.

2. The User is fully liable for the instructions executed by the Bank on the basis of properly given data from the authentication package.

3. The Bank is liable for the execution of the instructions given in the electronic banking system with the use of the authentication package which was previously blocked by the User.

4. The Bank is not liable for a distortion of instructions or for lack of the possibility to communicate via a specific electronic channel of communication if this is caused by a defectively operating information infrastructure or communication infrastructure for which the Bank is not responsible.

5. The Bank is not liable for the consequences of improper use of the secure electronic signature outside of the electronic banking system of Nordea.

6. The Bank is not liable for the contents of web sites that are not owned by the Bank, the links to which were placed on the Bank's web site.

Chapter VI

The security rules in the electronic banking of Nordea

§ 12

1. By offering services in the electronic banking system of Nordea, the Bank ensures the security of operations executed via electronic channels of communication. This is achieved by applying due

care and through the use of appropriate technical solutions.

2. The User is obliged to comply with the Bank's recommendations regarding the security rules in the electronic banking system of Nordea.

3. The User is obliged to protect his computer and to follow the basic methods of safeguarding the computer. The following methods of protection should be employed:

1) antivirus and anti-spam programs, which should be updated on a regular basis,

2) firewalls,

3) updating the computer's operating systems, installation of corrected releases issued by the producer of the operating system,

4) use of passwords securing access to the computer, screen savers protected by a password – especially if, the computer is used by person other than the User.

Detailed information concerning the security rules applicable to the electronic banking system of Nordea is included on the Bank's web site

§ 13

1. The User may himself block the selected electronic channels of communication via the WWW channel or via COK. The blocking of a channel is understood as a temporary termination of access to the selected channel of communication without discontinuing usability of the authentication devices with a possibility for access to be restored by the User to himself or by COK.

2. If the unblocking of the channel is made via COK, the authentication of identity is made on the basis of the ID identification number, a selected authentication device, a static password and selected personal data.

3. The User may himself unblock electronic access via a WWW channel when:

1) a WWW channel was blocked – the authentication of identity is made on the basis of the ID identification number and the static password,

2) a telephone channel was blocked - authentication of identity is made on the basis of the ID identification number and the static password or the ID number and the authentication device,

3) an SMS channel– activation is effected after activation of the service in electronic banking.

4. After the blocking of electronic channels of communication, the User may request the discontinuation of the validity of the authentication package,

in accordance with the provisions of sections 6 or 7.

5. In the case of loss or theft of the authentication package, the User is obliged to submit a request for discontinuation of the validity of the package in the manner defined in section 6 or 7.

6. An effective reporting of the loss or theft of an authentication package is understood as a telephone call made by the User to COK, during COK's business hours. Information about the business hours is available on the Bank's web site at www.nordea.pl and in the "Guide to the electronic banking system of Nordea". The invalidation of the authentication package is understood as the elimination of the authentication device and a change in the Customer's status in COK. The invalidation of the authentication package prevents the use of the account via electronic channels of communication.

7. An effective invalidation of a secure electronic signature is equivalent to the invalidation of the qualified certificate. Instructions requesting the invalidation must be submitted to the issuer. The invalidation of an electronic signature does not prevent the use of electronic banking in Nordea. The User may use the main elements of the authentication package.

8. After instructions are given for the invalidation of the authentication package, at the request of the Holder/User, the Bank provides the User with a new authentication device and unblocks access to electronic banking.

9. In the case of a triple input of wrong data from the authentication package during the process of the User's identification via the electronic banking system of Nordea, the system is automatically blocked.

10. If the User uses electronic channels of communication in a manner contrary to their intended use or in violation of Bank regulations or provisions of law, the Bank is entitled to block a specific electronic channel of communication or all channels and to discontinue the validity of the authentication package.

11. At any moment, the User may give an instruction to cancel his access to electronic banking in Nordea. In such a situation, any orders entered for execution before the cancellation of the User's access remain valid and will be executed as instructed, provided that the instruction to cancel access is not caused by the closing of the account and provided that on the day of the execution, the account contains funds required for the coverage of the costs.

Chapter VII Final provisions

§ 14

1. The text of these Rules and other regulations that constitute an integral part of the agreement are made available in electronic form on the Bank's web site. Every Customer is able to download them, store and reproduce, subject to the rules of use of the Bank's www.nordea.pl web service.

2. Customers may acquaint themselves with the rules of use of the web site service on the Bank's web site.

§ 15

1. In consideration of services rendered and instructions given and executed in the electronic channels of communication, the Bank collects fees and charges from the Customer, in accordance with the Bank's General Price List, announced on the Bank's web site.

2. Telecommunication fees for a connections through the telephone channel are collected according to the operator's price list.

§ 16

Matters that are not provided for in the Rules are governed by the provisions of agreements and regulations relating to specific products and services offered by Nordea Bank Polska S.A. and by generally applicable provisions of law.

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