

## **Regulations on opening and providing IBAN Accounts through Igoria Trade S.A.**

### **§ 1**

These “Regulations on opening and providing IBAN Accounts by Igoria Trade S.A.” are deemed to be an extension of the provisions of the “Regulation on the provision of the services onto the Payment Platform and on the use of payment instruments issued by Igoria Trade S.A.” and include, in particular, the opening and maintenance of payment accounts by Igoria Trade S.A.

### **§ 2**

The terms and phrases that are indicated below and used in these “Regulations on opening and providing IBAN Accounts through Igoria Trade S.A.” (hereinafter referred to as “the IBAN Regulations”) as meant as follows:

**Agreement** – “Agreement of providing the IBAN Account” which constitute these Regulations after its acceptance together with the acceptance of the Table made by the Client during the IBAN requesting process.

**Client** – an entity (a natural person, a legal person, an organizational unit without legal personality) that intends to use the IBAN Account via the Payment Platform concluding the IBAN Account Agreement with Igoria Trade S.A.

**Client's Account** – a unique 14-digit Client's account number on the Payment Platform, on which the incoming payments directed to the individual Client's IBAN Account are accounted.

**IBAN Account** – an account connected with the Client's Account maintained on the Payment Platform by Igoria Trade S.A. in cooperation with a domestic or foreign bank.

**IBAN Regulations** – these regulations that constitute the “Agreement of providing the IBAN Account” after its acceptance together with the acceptance of the Table made by the Client during the IBAN requesting process.

**Payment Platform** – an internet platform available at the Internet address <https://login.wmcsepa.com/> that enables the use of services offered by the Issuer for Users logged in.

**Payment Platform Regulations on the Provision of the Services** – “Regulation on the provision of the services onto the Payment Platform and on the use of payment instruments issued by Igoria Trade S.A.”

**Services** – Services provided electronically, available onto the Payment Platform, provided by the Service Provider.

**Service Provider** – Igoria Trade Spółka Akcyjna with its registered office in Warsaw at Puławska Street 111A/109, 02-707 Warsaw, registered with the National Court Register by the District Court of City of Warsaw in Warsaw, the 13th Commercial Division of the National Court Register under the KRS 0000385303, NIP 525-250-76-81, REGON 142942858, providing payment services as a National Payment Institution under the obtained permit No. IP19/2013 issued by the Polish Financial Supervision Authority and conducting business activity as meant in the provisions of the Payment Services Act (consolidated text – Journal of Laws of 2019, item 659, as amended).

**Table** – Table of charges and fees for IBAN Accounts opened and maintained on the Payment Platform that constitutes the “Agreement of providing the IBAN Account” after its acceptance together with the acceptance of the IBAN Regulations made by the Client during the IBAN Account requesting process.

### § 3

1. The Client has the option to open an IBAN Account to be maintained by the Service Provider onto the Payment Platform in selected currencies.
2. The IBAN Account is integrated with the Client's Account in a currency specified, which means that an incoming transfer to the IBAN Account's number is automatically accounted on the Client's Account in an appropriate currency.
3. In the case of making incoming payments in a currency other than the currency of the IBAN Account, the intermediary bank or Igoria Trade S.A. may make a currency exchange at the exchange rate prevailing on that day at that bank or at Igoria Trade S.A.

### § 4

1. The Client Registration Process is carried out in accordance with the Regulations on the Provision of the Services.
2. The Service Provider reserves the right to request some supplementary or extended pieces of information about the Client in order to verify it in connection with the Client's Registration onto the Payment Platform.
3. Before providing the IBAN Account to the Client, the Service Provider reserves the right to verify the Client by, among others, a request to submit some additional documents and/or provide additional pieces of information required by the Service Provider.

## § 5

1. The Service Provider has the right to refuse the Client to open and maintain an IBAN Account or temporarily block previously opened IBAN Account in the event of a negative verification of the Client's data or suspected of acting in a breach of applicable law, in particular, if there is a reasonable suspicion of the possibility of acting contrary to the provisions of the Counteracting Money Laundering and Terrorist Financing Act (consolidated text – Journal of Laws of 2019, item 1115, as amended).
2. The Service Provider has the right to terminate the Agreement with a 30-day period of notice from the day the notice has been submitted.
3. The Client has the right to terminate the Agreement with a 30-day period of notice from the day the notice has been submitted.
4. The Client being a consumer (a natural person) has the right to withdraw from the Agreement, in connection with the conclusion of the Agreement in a distance, without any reason, through submitting a relevant statement made in writing within the term of 14 calendar days from the day of the conclusion of the Agreement.

## § 6

IBAN Accounts are maintained by a domestic or foreign bank and made available onto the Payment Platform.

## § 7

1. The IBAN Account may be used for domestic and foreign settlements with the Client's contractors and may be kept in currencies currently available onto the Payment Platform.
2. The Client has the right to receive incoming payments to the IBAN Account.
3. The ordering party of the transfer that makes a payment to the Client's IBAN Account makes the payment directly to the Client's Account maintained onto the Payment Platform in a currency specified.
4. Incoming payments are received to the IBAN Account and visible in the Accounts tab onto the Payment Platform.

## § 8

The Service Provider has the right to amend the IBAN Regulations and the Table during the term of the Agreement under the terms and conditions set out in the Regulations on the Provision of the Services.

## § 9

1. The Client has the funds accumulated on the IBAN Account in accordance with the provisions of the Regulations on the Provision of the Services.
2. The scope of the Service Provider's liability as well as the procedure and rules for submitting complaints remain in accordance with the provisions of the Regulations on the Provision of the Services.

#### **§ 10**

1. In the event of opening an IBAN Account for a newly set up legal person or organizational unit without legal personality, the Client is required to provide the confirmation of the relevant entry into the National Court Register scanned as soon as it is received, but not later than within 30 (thirty) calendar days from the date of making the Account available.
2. In the event of failure to comply with the obligation specified in para. 1, the Service Provider has the right to block the IBAN Account until the Service Provider provides the documents required by the Service Provider.