

Rules of Providing the mBank CompanyConnect Service in the Classic, Developer, and Partner Versions

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1. General Provisions

§ 1

1. These Rules set forth the terms and conditions of making the mBank CompanyConnect service ("service") available to customers in the Classic, Developer, and Partner versions.
2. The service integrates the online banking system mBank CompanyNet of mBank S.A. ("mBank CompanyNet") with the customer's network infrastructure (file exchange).

§ 2

The terms used in these Rules carry the following meaning:

1/ mBank CompanyNet administrator	a natural person specified by the customer in the mBank CompanyNet Agreement or in the Integrated Bank Account Agreement. An administrator may: a/ manage, on behalf of the customer, the rights of mBank CompanyNet users regarding placing orders and submitting electronic documents (including granting, changing, or revoking rights), b/ obtain information on the performance of an agreement, c/ be an mBank CompanyNet user. Any provisions of the Rules applicable to mBank CompanyNet users apply accordingly to administrators. Statements made by administrators in mBank CompanyNet and authorised using an electronic signature (including an electronic signature created using a token) are statements submitted in electronic form in accordance with Article 7 of the Banking Law Act of 29 August 1997,
2/ bank	mBank S.A.; in these Rules we also refer to the bank as "we" (e.g. "we maintain", "we receive", "we change"),
3/ certificate	a certificate for electronic signature referred to in Regulation No 910/2014, in particular a qualified certificate for electronic signature referred to therein; the certificate complies with the requirement laid down in the Payment Services Act, obliging the bank to apply the strong customer authentication mechanism,
4/ instruction to make a service available	depending on the version of a service: a/ instruction to make available the mBank CompanyConnect service in the Partner version, or b/ instruction to make available the mBank CompanyConnect service in the Classic version, or c/ instruction to make available the mBank CompanyConnect service in the Developer version;
5/ business day	any day on which the bank is open for customers, i.e. every day from Monday to Friday, excluding bank holidays or days announced by the bank as non-business days,
6/ customer	a natural person conducting business or professional activity in their own name, a legal person or an organisational unit without legal personality but with legal capacity, being a party to a bank account agreement concluded with the bank,
7/ branch	an organisational unit of the bank,
8/ end-user software	software of a customer used to communicate with the bank via the mBank CompanyConnect service,
9/ electronic signature:	a/ electronic signature verified by means of a certificate referred to in Regulation No 910/2014, in particular a qualified electronic signature, b/ electronic signature referred to in Regulation No 910/2014 created using a token,
10/ mBank CompanyNet Regulations	the Regulations "mBank S.A. Internet Customer Service System mBank CompanyNet",
11/ Integrated Bank Account Agreement Regulations	the "Regulations on Opening, Holding and Closing an Integrated Bank Account at mBank S.A. – Part II mBank S.A. Internet Customer Service System mBank CompanyNet",
12/ complaint	a charge against the bank or an external entity made orally or in writing by a customer or a third party concerning: a/ failure to meet obligations, b/ incorrect provision of services or provision of low-quality services, c/ violation of law, along with a request for clarification of the issue and payment of compensation, if any, for the incurred loss,
13/ bank's website	the website of mBank Group located on the bank's server at www.mbank.pl , also called "our website",
14/ Parties	the bank and the customer,
15/ ERP system	the system for managing the customer's enterprise,
16/ Tariff	the Tariff of Banking Fees and Commissions of mBank for SMEs and Corporates. Chapter I of the Tariff (Bank Accounts) constitutes an integral part of the mBank CompanyNet Agreement or the Integrated Bank Account Agreement,
17/ token	a cryptographic device such as a standard token or another device such as a hardware token or a software token (Mobile Authorisation), enabling authentication of users and administrators as well as authorisation of orders and other instructions placed in mBank CompanyNet by users and administrators. The use of tokens meets the requirement to use the strong customer authentication mechanism imposed on us in the Payment Services Act. The one-time passwords generated by tokens allow users to place electronic signatures (applicable to the Developer version only),

18/ mBank CompanyNet Agreement	the "Agreement on Using the Internet Customer Service System mBank CompanyNet of mBank S.A." concluded between the Parties, under which we make the mBank CompanyNet system available to customers,
19/ Integrated Bank Account Agreement	an Integrated Bank Account Agreement concluded by the Parties,
20/ service	the CompanyConnect service available in mBank CompanyNet in the Classic, Developer, and Partner versions. It constitutes a separate access channel to electronic banking in the server-server model. The service does not include online access to bank accounts within the meaning of the Payment Services Act,
21/ Payment Services Act	the Payment Services Act of 19 August 2011,
22/ (mBank CompanyNet) user	<p>a natural person authorised to use mBank CompanyNet for and on behalf of the customer. The person is appointed by the customer in the Agreement or by the administrator. The user is authorised, in particular, to:</p> <p>a) submit orders and electronic documents in mBank CompanyNet,</p> <p>b) conclude, modify and terminate Transactions single-handedly (over the phone or electronically),</p> <p>c) submit and receive statements of intent or knowledge required for Financial Market Transactions. Statements submitted and authorised by the user in mBank CompanyNet with an electronic signature (including statements authorised using a token) are statements submitted in electronic form in accordance with Article 7 of the Banking Law Act of 29 August 1997.</p>

§ 3

1. We make the CompanyConnect service available to customers who:
 - 1/ concluded the Integrated Bank Account Agreement or the mBank CompanyNet Agreement, and
 - 2/ activated the service in mBank CompanyNet or placed an instruction to make the service available in a selected version.
2. Should there be any discrepancies between these Rules and any of the rules referred to in § 2 points 11 and 12, the provisions hereof prevail.
3. The Rules are available:
 - 1/ in the bank's branches,
 - 2/ at www.mbank.pl/informacje-dla-klienta/msp-korporacje/.

2. Rules of Making the Service Available

§ 4

1. A customer who wants to use the CompanyConnect service, should:
 - 1/ meet the requirements of § 3 paragraph 1,
 - 2/ accept the Rules, and
 - 3/ possess:
 - a/ a computer with access to the Internet,
 - b/ end-user software allowing the use of the service,
 - 4/ a customer who wants to use the Developer version should:
 - a/ sign a non-disclosure agreement, and
 - b/ meet the requirements of § 5 paragraph 3.
2. Should the customer fail to meet the conditions set forth in paragraph 1 point 3, the bank is not obliged to refund the collected fees or deactivate the CompanyConnect service.

3. Security of Service

§ 5

1. A customer who uses the Partner version of the service undertakes:
 - 1/ to update their end-user software in line with the producer's guidelines,
 - 2/ to secure end-user software and the files sent to the bank and downloaded from the bank with up-to-date anti-malware, firewall and anti-spyware software, etc., and
 - 3/ not to make their end-user software available to unauthorised persons.
2. A customer who uses the Classic version of the service undertakes:
 - 1/ to use the mBank CompanyConnect software that is no more than two versions older than the latest version,
 - 2/ to update their software in line with the guidelines published at www.mbank.pl/msp-korporacje/bankowosc-elektroniczna/platforma-bankowosci-internetowej/ (or if we send such a recommendation),
 - 3/ to secure end-user software and the files sent to the bank and downloaded from the bank with up-to-date anti-malware, firewall and anti-spyware software, etc., and not to make it available to unauthorised persons,
 - 4/ not to modify the configuration and operation of the end-user software installed by the bank without consulting the bank beforehand. Should the customer install the CompanyConnect software themselves, the bank is not liable for its malfunction,
 - 5/ to exchange data with the bank in line with data exchange structures published on our website.
3. The customer (or the customer's counterparty developing end-user software at the customer's request) who uses the Developer version of the service undertakes to:
 - 1/ develop end-user software with due diligence and in a professional manner in line with the market standards,
 - 2/ develop software that will not jeopardise stability and availability of the bank's network infrastructure and systems,
 - 3/ approve and use one of the software testing and implementation models offered by the bank,
 - 4/ implement ready-to-use software within six months. Otherwise, the bank may refuse to provide the service to the customer or the customer's counterparty,
 - 5/ test their software and confirm the implementation of the minimum scope of the project required by the bank. Should the customer fail to confirm it, we may refuse to provide support, and recommend that the customer repeat the tests. Should the customer fail to repeat the tests, we may refuse to provide the service to the customer,
 - 6/ exchange data with the bank in line with data exchange structures published on our website and the technical documentation of the bank's interface.

4. A customer who intends to use certificates other than qualified certificates within the mBank CompanyConnect service in the Developer version undertakes to:
 - 1/ sign the Security Rules Regarding the Application of Certificates Not Being Qualified Certificates as Part of the mBank CompanyConnect Developer Service,
 - 2/ provide the bank, at its request, with information on the applied IT system security rules, subject to information constituting the customer's company secrets.
5. If we establish that the customer does not comply with the rules mentioned in paragraph 4, we will restrict the use of those certificates by the customer. We will inform the customer of this fact.
6. The customer undertakes to familiarise themselves with:
 - 1/ features of the mBank CompanyConnect service in the Classic, Developer, and Partner versions,
 - 2/ technical documentation and user manuals provided by the bank or the producer.

§ 6

1. If we suspect that a customer placed an order as a result of fraud or abuse, we may suspend the execution of such an order or refuse to execute it under circumstances provided for by law. These and other preventive measures dictated by our efforts to ensure the security of electronic payments do not constitute a breach of the terms and conditions of the Agreement by the bank.
2. We may temporarily suspend or reject a transaction connected with a high risk third country identified by the European Commission in the delegated act taken in accordance with Article 9 of Directive No. 2015/849 if, within the specified time limit, the customer does not provide us with additional, sufficient information and explanations regarding:
 - 1/ the customer and the beneficial owner,
 - 2/ the intended nature of the business relationship,
 - 3/ sources of wealth of the customer and the beneficial owner, and sources of assets available to the customer and the beneficial owner within business relationships or transactions,
 - 4/ information on the reasons for and circumstances surrounding the intended or executed transactions.

4. Rules of Providing the mBank CompanyConnect Service in the Classic, Developer, and Partner Versions

§ 7

1. A customer who uses mBank CompanyNet and the mBank CompanyConnect end-user software may:
 - 1/ send and handle orders,
 - 2/ download bank statements in a format of their choice,
 - 3/ download MT940/MT942 files (provided that the customer has been granted access to these files under a separate instruction),
 - 4/ download FX rates of mBank S.A. and the National Bank of Poland,
 - 5/ download reports on movements in the customer's bank accounts,
 - 6/ download reports from the bank, as indicated by the customer and made available by the bank under separate agreements and products,
 - 7/ check account balances,
 - 8/ download statuses of handled orders,
 - 9/ carry out operations in the Cards module,
 - 10/ carry out operations in the Cash module,
 - 11/ carry out operations in the FX mPlatform.
2. To initiate a payment via CompanyConnect, the customer must each time authorise it with strong user authentication within the meaning of the Payment Services Act.
3. Functions described in paragraph 1 points 1-6 are available in the Classic version of end-user software.
4. Functions described in paragraph 1 are available in the Developer version of end-user software.
5. In the case of the Partner version of end-user software, the availability of individual functions is determined by the software producer. Paragraph 1 defines the maximum scope of available functions.
6. The availability of individual functions described in paragraph 1 depends on the end-user software and the rights of an mBank CompanyNet user.
7. The bank reserves the right to expand the scope of the CompanyConnect service defined in paragraph 1.

5. Fees and Commissions

§ 8

1. We charge fees and commissions for services stipulated in the Rules as per Chapter 1 of the Tariff. It is an integral part of the mBank CompanyNet Agreement or the Integrated Bank Account Agreement.
2. The type and amount of fees and commissions may change. Changes in fees and commissions depend, in particular, on our operation service costs, including the market parameters, such as the inflation rate, exchange rates, and reference interest rates set by the National Bank of Poland.
3. The Tariff of Banking Fees and Commissions of mBank for SMEs and Corporates is introduced by the President of the Management Board of the Bank in the form of an order.

§ 9

We make amendments to the Tariff of Banking Fees and Commissions of mBank for SMEs and Corporates available to the customer in the manner and under the procedure applicable to changes of fees and commissions as specified in the Integrated Bank Account Agreement Rules or in the mBank CompanyNet Rules, respectively, depending on the agreement concluded by the customer.

§ 10

The current rates of the Tariff of Banking Fees and Commissions of mBank for SMEs and Corporates and information on changes in the rates are available in the bank's operating rooms or at: www.mbank.pl/aktualnosci/msp-korporacje.

6. Amendments to the Rules and Discontinuation of the CompanyConnect Service

§ 11

1. We can amend the provisions of the Rules during the term of the mBank CompanyNet Agreement or the Integrated Bank Account Agreement.
2. We provide the customer with the new wording of the Rules or information on the amendments:
 - 1/ via a link on the mBank CompanyNet login page, and
 - 2/ at www.mbank.pl/aktualnosci/msp-korporacje.

3. The information referred to in paragraph 2 contains the publication date of amendments to the Rules and the effective date of the amendments.
4. The day of the delivery of the amended Rules to the customer is considered to be the eighth day from the date of their publication at www.mbank.pl/aktualnosci/msp-korporacje.
5. The customer undertakes to read, at least once a week, the information published:
 - 1/ on the mBank CompanyNet login page,
 - 2/ at www.mbank.pl/aktualnosci/msp-korporacje.
6. If the customer refuses to accept the amended provisions of the Rules, they should file a written refusal. The customer's refusal should be filed within 14 days from the delivery of the new wording of the Rules or of the notification of amendments to the Rules. A refusal is considered a termination of the mBank CompanyNet Agreement or the Integrated Bank Account Agreement in the scope related to the mBank CompanyConnect service in the Classic, Developer, or Partner version.
7. If the customer does not file a refusal to accept the amended Rules within 14 days from the date of delivery, we deem it as an approval of the amended Rules.
8. The CompanyConnect service can be cancelled by the customer at any moment if:
 - 1/ administrator deactivates it in mBank CompanyNet,
 - 2/ customer places an instruction to deactivate the service.

7. Final Provisions

§ 12

1. We are not liable for:
 - 1/ the operation of the customer's ERP systems, and
 - 2/ securing the information contained in the customer's IT systems (in particular for files containing orders, bank account statements, instructions prepared by or downloaded from the bank by the customer),
 - 3/ loss, distortion, or delay in the execution of orders that occurred for reasons beyond the bank's control during order transmission through any cable or wireless communication device, and for the consequences of execution of orders submitted by the customer.
2. We may suspend the provision of the service in the event of a failure of the bank's computer or telecommunications system which renders provision of the service impossible, until such a failure is repaired.
3. We are not liable for any damage arising from:
 - 1/ unauthorised access to the customer's IT systems or to certificates for electronic signatures by third parties, or
 - 2/ malfunction of telecommunications network or devices; in particular, we are not liable for any damage due to cyberattacks, malware or the customer's failure to observe IT system security rules,
 - 3/ circumstances beyond the bank's control, in particular from force majeure or actions taken by public authorities,
 - 4/ circumstances beyond the bank's control in connection with the customer's use of the service.
4. Suspending the provision of the service for the reasons referred to in paragraph 2 does not constitute a breach of the Integrated Bank Account Agreement or the mBank CompanyNet Agreement.

§ 13

We reserve the right to carry out maintenance and modernisation work in mBank CompanyNet. We notify the customer of the time of such work appropriately in advance. Information on the duration of temporary unavailability of mBank CompanyNet is published on the mBank CompanyNet website or otherwise communicated to the customer.

§ 14

The customer undertakes not to provide illegal content to the bank via mBank CompanyNet.

§ 15

1. The bank acts as the controller of the personal data of the customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the Agreement.
2. We process the personal data of the customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the Agreement in order to conclude and perform the Agreement,
3. We process the data of the customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the Agreement also:
 - 1/ for statistical and analytical purposes, for the purposes of assessing and monitoring operational risk, for the purposes of creating, monitoring and changing internal methods as well as methods and models pertaining to prudential requirements, including operational risk, handling complaints, asserting claims, preventing frauds, performing obligations arising from the applicable law, in particular AML, FATCA, CRS, MiFID, and archiving,
 - 2/ in order to provide the customer with marketing materials promoting the services and products of mBank and mBank Group subsidiaries. A list of the subsidiaries is available on mbank.pl in the mBank Group tab.
4. We process the personal data of the customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the Agreement for the period necessary to conclude and perform the Agreement to which the customer is a party and then for the period of ten years from the date of expiry of the Agreement or for another period being the prescription period of possible claims. After that period we will anonymise the data.
5. The customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the Agreement:
 - 1/ have the right of access to their data and to rectification of their data, as well as the right to data portability and
 - 2/ may demand that the data be erased or that their processing be restricted, or may object to their processing.
6. The function of the Personal Data Officer is held by the bank's employee who may be contacted at: Inspektordanychosobowych@mbank.pl.
7. A description of how we process personal data can be found in the GDPR Package at www.mbank.pl/pdf/rodo/pakiet-rodo.pdf.
8. A complaint about how the bank processes personal data can be filed with the President of the Personal Data Protection Office, who acts as the supervisory authority in terms of personal data protection.
9. Execution of foreign transfers via SWIFT (Society for Worldwide Interbank Financial Telecommunications) may result in the government of the United States of America having access to the personal data of the customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the Agreement. The US authorities have undertaken to use the personal data only for the purpose of combating terrorism, respecting the guarantees provided for in the European system of personal data protection.

10. The data, including the personal data, of the customer, the customer's representatives and other persons acting on behalf of the customer in connection with the performance of the Agreement may be disclosed to entities entrusted by the bank with data processing (for the purpose of the performance of agreements on the provision of services to the bank).
11. We can provide data on liabilities arising from an agreement concluded with the customer, including the customer's personal data, to:
 - 1/ System Bankowy Rejestr (Banking Register System, "BR"), a database for which the Polish Bank Association acts as the data controller, operating pursuant to the Banking Law Act of 29 August 1997,
 - 2/ Biuro Informacji Kredytowej (Credit Information Bureau, "BIK") operating pursuant to the Banking Law Act of 29 August 1997,
 - 3/ business information bureaus operating under the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, if:
 - a/ the total amount of liabilities to the bank is at least PLN 500,
 - b/ the payment or payments are at least 30 days past due,
 - c/ at least one month has passed since we sent a payment request to the customer warning them of our intent to provide the data to the bureau.

§ 16

1. The customer may file a complaint about services provided by the bank under the Integrated Bank Account Agreement or the mBank CompanyNet Agreement:
 - 1/ in any mBank branch that provides customer service. We have published the list of mBank's branches together with their addresses on the bank's website,
 - 2/ in writing or in speech (on the telephone or by contacting our employee) and
 - 3/ electronically, in particular via mBank CompanyNet.
2. A complaint should include:
 - 1/ detailed description of the incident raising reservations,
 - 2/ customer's expectations as to the manner of resolving the complaint,
 - 3/ the customer's bank account number, name, statistical number (REGON), and
 - 4/ details of the person filing the complaint (first name, surname, telephone number and email address).
3. We handle complaints as soon as possible. A complaint should be handled within 15 business days for us from the date of its receipt by the bank. In particularly complicated cases, where it is impossible to handle the complaint and respond within the deadline, we can prolong the complaint handling process to a maximum of 35 business days. We will notify the customer of this fact.
4. Having handled the complaint, we will notify the customer of the results. Replies to complaints are provided in writing or with the use of other durable media.
5. Should the complaint be rejected, the customer may request the bank to review the complaint again. The customer files the request in writing within 14 days from the date of receipt of the reply to the complaint, providing the data referred to in paragraph 2.
6. Regardless of the complaint handling process, the customer has the right to assert claims against the bank in accordance with generally applicable provisions of the law.
7. The Polish Financial Supervision Authority supervises our operations.

§ 17

Pursuant to Article 384 of the Civil Code and Article 109 of the Banking Law Act, the Rules are binding.