



# **General Terms and Conditions of investing funds at ING Bank Śląski S.A. through the System**

## Definitions

### § 1

1. The notions used herein shall mean:

1. <b>ING Bank</b>	ING Bank Śląski Spółka Akcyjna.
2. <b>Term Deposit Expiration Date</b>	Term Deposit Maturity Date or day immediately after the end of the Term Deposit Period;
3. <b>Term Deposit Maturity Date</b>	Day on which the Term Deposit Expiration Term matures; indicated in the Instruction;
4. <b>Instruction</b>	User's Instruction, the execution of which by the ING Bank results in opening the Term Deposit;
5. <b>Withdrawal Instruction</b>	User's Instruction, the execution of which by the ING Bank results in withdrawal of the Term Deposit before the Term Deposit Maturity Date;
6. <b>Term Deposit Amount</b>	funds deposited in the Bank Account in order to open the Term Deposit that are transferred back to the same Bank Account after the Term Deposit Period;
7. <b>Term Deposit</b>	Term Deposit opened through the System by the User to the benefit of the Account Holder;
8. <b>Interest</b>	interest amount due to the Account Holder under the Term Deposit; In case the Account Holder is non-resident the Interest will be reduced by tax;
9. <b>Term Deposit Period</b>	number of days defining the Term Deposit period indicated in the Instruction;
10. <b>Account Holder</b>	natural person conducting business activity, legal entity or organisational unit without legal personality, non-resident or non-resident from third party country (exclusive of natural persons not conducting business activity) holding Bank Account at the ING Bank and having access to this account through the System;
11. <b>Bank Account</b>	Bank Account maintained by the Bank for the Account Holder , indicated in the Instruction;
12. <b>General Terms and Conditions</b>	This General Terms and Conditions of investing funds at ING Bank Śląski S.A. through the System;

2. Other capitalized terms used herein shall have the meaning as set out in the regulations referred to in § 10.

## General Provisions

### § 2

1. *The ING Bank sets herein rules on opening, maintaining and closing Term Deposits through the System to the benefit of Accounts Holders.*

## Opening Term Deposit

### § 3

1. The *User* may invest funds in the *Term Deposit*.
2. The *Term Deposit* is opened on the basis of *Instruction* submitted to the *ING Bank* by the *User* through the *System* under rules specified in the *General Terms and Conditions*.
3. The *Instruction* determines:
  - 1) *Bank Account*;
  - 2) *Term Deposit Maturity Date or Term Deposit Period*;
  - 3) *Term Deposit Amount*.
4. The *Instruction* may be submitted at any time.
5. On the day of starting the *Term Deposit Period*, the *ING Bank* will debit the provided *Bank Account* with the *Term Deposit Amount* and credit with this amount the *Term Deposit* account.
6. Within the *Term Deposit* period the *User* may not make payments that will increase the *Term Deposit* account balance.
7. On the *Term Deposit Expiration Date*, subject to §8 section 4, the *ING Bank* will debit the *Term Deposit* account and credit the *Bank Account* with the *Term Deposit Amount* and *Interest* amount.

## General Terms and Conditions of the Term Deposit

### § 4

1. By placing an *Order*, the *User* shall be informed of:
  - 1) the minimum *Term Deposit Amount* for a specific *Bank Account*,
  - 2) *Term Deposit Period* for a specific *Bank Account*,
  - 3) currency of the *Term Deposit*.
2. The *Bank Account* currency must be the same as the *Term Deposit* currency.

## Statements

### § 5

The *Term Deposit* account statement includes details of all operations (inclusive of opening and closing) executed in the *Term Deposit* account. Statements are available only in the electronic form through the *System*.

## Interest rate and interest

### § 6

1. The *Interest rate* of funds in the *Term Deposit* account is set by the *ING Bank* when the values set in the *Instruction* are defined by the *User* in the *System*.
2. The *interest rate amount* is presented in the *System* and becomes binding for the *Term Deposit* that is being opened at the time it is accepted by the *User*.

3. The *Term Deposit* interest rate is fixed and established on a per annum basis and is not subject to change within the *Term Deposit* period.
4. The *ING Bank* will calculate for the *Account Holder* the accrued *Interest* for the *Term Deposit* period: from the day on which the *Term Deposit* account is credited to the day preceding the *Term Deposit Expiration Date* in the amount of 1/365 of the annual interest rate for every day of the *Term Deposit* subject to section 5.
5. The *ING Bank* will not calculate *Interest* for the *Account Holder* in case the *Term Deposit* is prematurely withdrawn.

## **Fees**

### **§ 7**

The *ING Bank* does not charge any fee for opening, maintaining as well as withdrawing the *Term Deposit*.

## **Premature withdrawal of the Term Deposit**

### **§ 8**

1. The *User* is entitled to prematurely withdrawn the *Term Deposit* at any time during its validity.
2. Premature withdrawal of the *Term Deposit* is done on the basis of the *Withdrawal Instruction* submitted to the *ING Bank* by the *User* through the *System*.
3. On the day of execution of the *Withdrawal Instruction* the *ING Bank* will immediately debit the *Term Deposit* account and credit the *Bank Account* with the *Term Deposit Amount* subject to §6 section 5.
4. Premature withdrawal of the *Term Deposit* is done automatically at the time of the *Bank Account Agreement* termination or rescission.

## **Refusal to perform**

### **§ 9**

1. The *ING Bank* refuses to execute *Instruction* in case:
  - 1) the *Term Deposit Amount* exceeds the available balance in the *Bank Account*;
  - 2) funds in the *Bank Account* are seized by the enforcement authority.
2. The *ING Bank* refuses to pay the funds from the *Term Deposit* account in case the funds in the *Term Deposit* account are seized by the enforcement authority.
3. The *ING Bank* refuses to execute *Instruction* and pay the funds from the *Term Deposit* account when they are non-compliant with the provisions of this *General Terms and Conditions* as well as in other cases justified by the provisions of law and in particular by provisions of Counteracting Introduction of Property Values Derived from Illegal or Undisclosed Sources into Financial Circulation and Counteracting Terrorism Financing and binding, by virtue of law, EU provisions.

## Final provisions

### § 10

1. In cases not regulated herein, provisions of General Terms and Conditions of Opening and Maintaining Bank Accounts at ING Bank Śląski S.A for small and medium-sized enterprises, local government units and corporate clients (in relation to sole proprietorships and civil law partnerships) and General Terms and Conditions of Opening and Maintaining Bank Accounts at ING Bank Śląski S.A (in relation to legal persons and entities without legal personality) whichever is applicable to the legal form of the Account Holder as well as mandatory provisions of law shall apply.
2. The *Term Deposit* that did not expire before the date of the *System Agreement* rescission lasts to the *Term Deposit Expiration Date* subject to §8 section 4.

## NOTICE

**about the participation of ING Bank in the obligatory deposit guarantee scheme and the terms and conditions of its operations, including the entities protected and the coverage to which one is entitled to thereunder**

### INFORMATION SHEET FOR DEPOSITORS

Deposits with ING Bank Śląski S.A. are guaranteed by:	the Bank Guarantee Fund <sup>1)</sup>
Guarantee cover:	equivalent of EUR 100,000 for each depositor in one entity covered by the deposit guarantee scheme. <sup>2)</sup> - ING Bank Śląski S.A.
When the depositor has more deposits with one entity covered by the deposit guarantee scheme:	all deposits in that entity covered by the deposit guarantee scheme are added up, and for this sum a PLN cap equalling EUR 100,000 is set. <sup>3)</sup>
Should the depositor hold an account jointly with another person/ other persons:	the PLN cap equalling EUR 100,000 is applied separately for each depositor <sup>4)</sup>
In the case of insolvency of the entity covered by the deposit guarantee scheme, the payment period is:	7 business days <sup>5)</sup>
Currency of payment:	PLN
Contact:	Bankowy Fundusz Gwarancyjny Adres: ul. ks. Ignacego Jana Skorupki 4, 00-546 Warszawa Telefon: infolinia 800 569 341 Faks: 22 58 30 589 E-mail: kancelaria@bfg.pl
Additional Information:	<a href="https://www.bfg.pl/">https://www.bfg.pl/</a>
Receipt acknowledgment by the depositor <sup>6)</sup>	

Additional Information:

<sup>1)</sup> system under which deposits are guaranteed.

The Bank Guarantee Fund is responsible for guaranteeing deposits.

<sup>2) 3)</sup> General guarantee cover.

Should the deposit not be available because of the entity covered by the deposit guarantee scheme not being able to fulfil its financial liabilities, the payments towards depositors are made by the Bank Guarantee Fund. The maximum total payment is the PLN equivalent of EUR 100,000 for each depositor in one entity covered by the deposit guarantee scheme. This means that to determine the amount under guarantee, all deposits with one entity covered by the deposit guarantee fund are added up. For instance, if the depositor has the equivalent of EUR 900,000 in their savings account and the equivalent of EUR 20,000 in their current account, where both these accounts are held with one entity covered by the deposit guarantee scheme, only the PLN equivalent of EUR 100,000 shall be paid.

The PLN equivalent of the EUR amount is calculated as per the average exchange rate of the National Bank of Poland as at the day of the fulfilment of the guarantee condition, within the meaning of Article 2 item 10 of the Bank Guarantee Fund, Deposit Guarantee Scheme and Compulsory Resolution Act of 10 June 2016 (Journal of Laws item 996) towards a given entity covered by the deposit guarantee scheme.

<sup>4)</sup> Cover cap for joint accounts.

In the case of joint accounts, the PLN cap equalling EUR 100,000 is applied separately for each depositor. However, the deposits in the account to which two or more persons are authorised as the members of the partnership, association or organisational unit not being a legal person, where legal capacity is granted by a separate act, are added up for the purpose of the calculation of the PLN cap equivalent of EUR 100,000 and then treated as a single deposit of one depositor.

Where the funds or receivables of a depositor being a natural person come from the

- 1) payable divestment of:
  - a) a real estate with a detached house, within the meaning of the updated Building Law Act of 07 July 1994 (Journal of Laws of 2016, item 290, as amended), its part or the share therein;
  - b) the perpetual usufruct right to a real estate with a detached house, within the meaning of the updated Building Law Act of 07 July 1994 or the share therein;
  - c) self-contained residential premises within the meaning of the Act on the Ownership of the Premises of 24 June 1994 (Journal of Laws 2015 item 1892) being a separate real estate or the share therein; land or a share therein or the perpetual usufruct right thereto or the share therein concerning these premises.
  - d) cooperative member's ownership right to the residential premises or the share therein
    - in the case when the divestment was not part of the business activity;
- 2) contractual or court division of property once the joint property of spouses has ceased;
- 3) acquisition of inheritance by the depositor, bequest or acquisition of the legitim;
- 4) payment of the insured sum under the life insurance agreement for the death of the insured or due to their living up to the age as set in the agreement;
- 5) payment of the insured sum under the accident insurance agreement for the body injury, health disorder or death of the insured as a result of an accident;
- 6) payment of a pecuniary bonus in line with and in the amount as set by separate laws;
- 7) payment of the retirement or pension bonus as referred to in Article 92 section 1 of the Labour Code of 26 June 1974 (Journal of Laws of 2014 item 1502 as amended) or other laws, in line with and in the amount as set by these laws
  - they are covered by the deposit guarantee scheme within 3 months from the date the funds are deposited in the account or the date of receivables, up to the amount constituting the difference between twofold PLN cap equalling EUR 100,000 and the sum of the depositor's other funds and receivables but not higher than the PLN cap equalling EUR 100,000. After this date, the depositor's funds and receivables are covered under the obligatory deposit guarantee scheme on the general terms and conditions, i.e. to the PLN equivalent of EUR 100,000.

In the case the funds come from the payment of damages for a loss caused by a crime or a compensation for the injustice suffered or a compensation referred to Article 552 of the Criminal Proceedings Code of 06 June 1997 (Journal of Laws item 555 as amended), they are guaranteed in total up to 3 months from the account crediting date or from the date of the receivables. After this date, the depositor's funds and receivables are covered under the obligatory deposit guarantee scheme on the general terms and conditions, i.e. to the PLN equivalent of EUR 100,000. For more information go to <https://www.bfg.pl>

#### <sup>5)</sup> Payment

The entity responsible for the payment of guaranteed funds is the Bank Guarantee Fund (address: ul. ks. Ignacego Jana Skorupki 4, 00-546 Warszawa, telephone: 22 58 30 700, 22 58 30 701, fax: 22 58 30 589, e-mail: [kancelaria@bfg.pl](mailto:kancelaria@bfg.pl), website: <https://www.bfg.pl>). The payment (PLN amount equalling EUR 100,000) is made within 7 business days from the date of fulfilment of the guarantee condition referred to in Article 2 item 10 of the Bank Guarantee Fund, Deposit Guarantee

Scheme and Compulsory Resolution Act of 10 June 2016 towards a given entity under the deposit guarantee scheme.

In the cases referred to in Article 30 of the Bank Guarantee Fund, Deposit Guarantee Scheme and Compulsory Resolution Act of 10 June 2016, the 7-day term may be extended.

Should the payment not be made at that time, you need to contact the Bank Guarantee Fund as the deadline for submitting claims for their payment may fall under the statute of limitations. For more information go to <https://www.bfg.pl>.

<sup>6)</sup> In the case the depositor uses online banking, the information sheet may be shared and its receipt may be acknowledged electronically.

#### Other significant information.

Generally, deposits of all individual clients and enterprises are covered by the deposit guarantee scheme. Information on exceptions applicable to certain deposits can be found on the adequate deposit guarantee scheme website. Relevant inquiries about whether certain products are guaranteed or not are handled by individual deposit guarantee scheme members as well. If the deposits are guaranteed, such an entity also confirms this fact on the bank statement