

# Rules of the Information Services Provided to mBank's Clients

Warsaw, January 2019



## Article 1

1. The subject matter of the Rules of the Information Services Provided to mBank's Clients (hereinafter the "Rules") is to determine the rules of electronic provision, by mBank S.A. with its registered office in Warsaw at ul. Senatorska 18 (hereinafter the "Bank"), of services which involve the Bank sending market analyses, alerts, and other information on the financial market (hereinafter the "Information Service/Service") to the client via electronic mail or mobile phone (SMS or MMS).
2. A recipient of Information Service (hereinafter the "Recipient") can be a natural person:
  - 1/ being a Client of the Bank, or
  - 2/ representing the Bank's Client (a natural person, a natural person conducting business activity, a legal person or an organisational unit without legal personality, provided that it has legal capacity),if the client has concluded an agreement on providing banking products and services enabling the use of the Transactional Platform.  
The Recipient of the Information Service must be a user of the Transactional Platform and has adequate technical facilities allowing for receiving electronic mail or SMS/MMS notifications.

## Article 2

1. In order to activate the Service, the Recipient registers his/her request in the Transactional Platform.
2. By registering the request, the Recipient declares that prior to activating the Information Service he/she has read the Rules published by the Bank on the website of mBank Group ([www.mBank.pl/usluga-informacyjna](http://www.mBank.pl/usluga-informacyjna)), accepts them and complies with their provisions.
3. Detailed rules on registering requests concerning the activation of the Service are described on the websites of the Transactional Platform in the "HELP" section.

## Article 3

1. The Bank declares that it will take every effort to activate the Information Service not later than on the next business day (meaning every day except for Saturdays and Sundays, and statutory holidays) following the day of registering the Recipient's request.
2. The Bank does not charge any fee on account of providing the Information Service.
3. The Information Service may be cancelled unilaterally by the Recipient via the Transactional Platform.
4. The Recipient loses the rights to use the Information Service automatically in the case of:
  - 1/ terminating the agreement concluded between the Client and the Bank on providing banking products or services as referred to Article 1 (2),
  - 2/ losing the access rights to the Transactional Platform by the Recipient.

## Article 4

1. Within the Information Service provided, the Bank can send the Recipient:
  - 1/ newsletters containing in particular: macroeconomic information, market analyses, notifications about changes in prices, exchange rates, indices or other parameters of financial market instruments,
  - 2/ alerts, i.e. information on reaching or exceeding a parameter of the financial market transaction indicated by the Recipient.
  - 3/ notifications connected with the concluded transactions.
2. The contents indicated in Article 4 (1) sent by the Bank do not constitute an offer within the meaning of Article 66 of the Civil Code, are of purely informational character, are prepared for the advertising and promoting purposes, and include information that is up-to-date as at the date of their issue. The materials must not be treated as investment advisory or a recommendation to conclude a buy/sell transaction in a financial instrument or a product, or as investment advice or indication that a given investment or strategy would be appropriate for the Recipient. The information sent by the Bank does not constitute investment research or a marketing communication within the meaning of Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive. The contents sent by the Bank are developed based on the authors' best knowledge, supported by information from reliable market sources. Distributing or publishing the full text or a part of it is allowed only upon obtaining a prior written consent of the Bank.

## Article 5

The Recipient is obliged to observe the ban on excessive use of means of electronic communication and on entering, via or in the Bank's ICT systems, the contents:

- 1/ that cause disruptions or overload of the ICT systems of the Bank or other parties directly or indirectly providing the Information Service using electronic communication,
- 2/ of unlawful nature.

## Article 6

The Recipient may file a written complaint related to the Information Service provided by the Bank by sending the complaint to the Bank's address. The Bank reviews a complaint within 30 days following the filing date. After reviewing a complaint, the Bank immediately notifies the Recipient of the outcome of the complaint procedure in writing.

## Article 7

1. The Bank is the controller of the personal data of the Service Recipient.
2. In order to conclude and perform the Service, the Bank processes the personal data of the Recipient. Providing personal data is necessary for the conclusion of the Agreement.
3. The Bank processes personal data of the Recipient, also:
  - 1/ in order to provide the Recipient with marketing materials promoting the services and products of the Bank and subsidiaries of the Bank's group. The list of mBank Group subsidiaries is available on the website of mBank Group at: [www.mbank.pl](http://www.mbank.pl),
  - 2/ for the purposes of profiling supporting direct marketing promoting the services and products of the Bank and of the subsidiaries of mBank Group.
4. The Bank processes the personal data of the Recipient for the period necessary to perform the Service, i.e. until the day of ceasing the Service provision. After the aforesaid period expires, the Bank will anonymise the data.
5. The Recipient:
  - 1/ has 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; the Recipient may, in particular, object to profiling for the purposes of direct marketing promoting the services and products of the Bank and of the subsidiaries of the Bank's Group.
6. The function of the Personal Data Protection Officer is held by the Bank's employee who may be contacted at the following e-mail address: [Inspektordanychosobowych@mbank.pl](mailto:Inspektordanychosobowych@mbank.pl).
7. Detailed information concerning the principles and procedure for processing personal data by the Bank is specified in the GDPR package available on the website of mBank Group: [www.mbank.pl/pdf/rodo/gdpr-package.pdf](http://www.mbank.pl/pdf/rodo/gdpr-package.pdf).
8. The President of the Personal Data Protection Office acts as the supervisory authority in terms of personal data protection and the Client and the Client's representatives have the right to lodge a complaint to the President of the Personal Data Protection Office.

## Article 8

1. Amendments to the Rules are introduced unilaterally by the Bank by placing, on the website of mBank Group ([www.mBank.pl/usluga-informacyjna](http://www.mBank.pl/usluga-informacyjna)), the amended Rules, of which the Bank will inform the Client via the channel used for information messages. If the Client does not accept the amended Rules, he/she can cancel the Information Service within 7 days from the day of receiving the information that the amended Rules were published. The Information Service should be cancelled pursuant to Article 3 (3). In the case of failure to cancel the Information Service, the amended Rules enter into force on the 8th day from the day of their publication.
2. The Bank reserves the right to temporarily or completely discontinue the Information Service without stating the reasons. Discontinuation of the Information Service will be preceded by an information message sent to the Recipients or by the information message placed on the website of mBank Group.
3. Discontinuation of the Information Service or cancellation of the Information Service by the Recipient is not tantamount to termination of the agreement/agreements indicated in Article 1 (2).