THE BLIK MOBILE PAYMENTS SYSTEM REGULATIONS

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Version applicable to Participants in the multi-session model

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PART A: REGULATIONS FOR THE BLIK PAYMENT SCHEME

I. GENERAL PROVISIONS

§ 1

1. The BLIK payment scheme is a payment scheme within the meaning of the Act of 19 August 2011 on payment services (Journal of Laws of 2025 item 611) operated by Polski Standard Płatności S.A. as a payment organisation, closely linked with the BLIK Mobile Payments System operated by Polski Standard Płatności S.A. as an operator of the payment system within the meaning of the Act of 24 August 2001 on settlement finality in payment and securities settlement systems and the rules for monitoring these systems (Journal of Laws of 2024, item 585).

2. This document sets forth the rules of the functioning of the BLIK Payment Scheme, in particular, it specifies:

   1) the rules for the participation in the scheme and duties of the Participants of this scheme;

   2) types of payment instruments that can be offered by Participant within the framework of the scheme;

   3) technical and organisational requirements related to the participation in the BLIK Payment Scheme, as well as requirements pertaining to the rules for making transactions in the BLIK Payment Scheme for PSP, Issuers, Acquirers, Merchants and Users, including the rules for initiation, processing and submitting of Mobile Transactions for clearing in the BLIK Payments System or other payments systems, as well as the settlement of these transactions;

   4) requirements for providers of the technical infrastructure used in relation to entrusting the tasks related to the ongoing functioning of the scheme;

   5) processing and clearing currencies of payment transactions made using payment instruments issued within the framework of the scheme;

   6) infrastructure, payment systems and payment schemes to which the functioning of the scheme will be related;

   7) principles of responsibility of the scheme Participants and of PSP with respect to the processing and clearing of BLIK Transactions;

   8) principles of responsibility of the BLIK scheme Participants and of PSP with respect to the processing of complaints related to BLIK Transactions;

9) risks occuring in relation to the functioning of the scheme and the method of managing particular types of risks related to the functioning of this scheme;

10) organisational solutions of PSP as a payment organisation with respect to the structure and procedures for making decision with respect to the activities involving the processing of BLIK Transactions within the framework of the BLIK Payment Scheme, and the method of determining costs of these activities.

§ 2

The terms used in the Regulations and other documents issued by Polski Standard Płatności S.A. in relation to the functioning of the BLIK Scheme shall have the following meaning:

Term	Definition
Acquirer	Entity being a Participant who, within the framework of payment services provided, enables the execution of Mobile Transactions conducted using Accepting Devices, by transferring data pertaining to Mobile Transactions for processing within the framework of the BLIK Scheme, and carrying out activities resulting in the transfer of funds in relation to the execution of Mobile Transactions to the Merchant or another entitled entity
Secured Acquirer	Acquirer who has an account with the Securing Issuer, designated for the Clearing and Settlement of Mobile Transactions submitted into the BLIK System by this Secured Acquirer
Merchant	Shall mean: a) entity that, within the framework of its business activities, using an Accepting Device: - accepts funds i through BLIK Transactions as the method of payment for goods or services offered by it or by entities operating on the Trading Platform operated by this Merchant, available to Users; or - enables initiating or initiates the BLIK Transaction on the basis of the authorisation granted previously by the User to the Merchant; b) non-profit foundation or association, entered into the National Court Register, including also a public benefit organisation, within the meaning of the Act of 24 April 2003 on public benefit and volunteer work (Journal of Laws of 2024, item 1491, as amended), which accepts payments with the use of the BLIK Transactions; c) an entity or an organizational unit authorised on the basis of applicable law to accept legal and administrative payments, in particular taxes, fees and other public levies.

Alias	Permanent (multiple-use) BLIK Code used for the purposes of identifying the Mobile Account, registered in the PSP System based on the order of the Issuer, used in accordance with the Technical Specification for Participants
Mobile Application	Application for mobile devices made available to the Users by the Issuer, meeting the requirements set forth in the Agreement and the Regulations, and approved by PSP as a tool used by the Users to initiate or confirm BLIK Transactions
mPOS Application	Application for mobile devices made available by the Acquirer, meeting the mPOS Application requirements set forth in the Agreement and the Regulations, and approved by PSP as a tool for the Merchant accepting Mobile Transactions initiated by the User with the Mobile Application
Authorisation	Process carried out by the Issuer to confirm the possibility of executing the BLIK Transaction by the User
Personal Data	Data as defined in Article 4(1) of the GDPR, i.e. any information relating to an identified or identifiable natural person
Express Elixir	Instant Transfer System operated by KIR
Card	A document specifying the scope of Personal Data processing by PSP
KIR	Krajowa Izba Rozliczeniowa S.A. (National Clearing House)
KNF (PFSA)	Komisja Nadzoru Finansowego (Polish Financial Supervision Authority)
BLIK Code	A One-Time Code or an Alias necessary for Authorisation of the BLIK Transaction or authentication of a User
One-Time Code	String of characters or digits generated by PSP or another string of characters or digits registered in the PSP System by the Issuer, which can be used only for the Authorisation of a single Mobile Transaction during its validity period set in the Technical Specification for Participants
Mobile Account	Representation of the Mobile Application instance in the BLIK System or representation of another functionality made available by the Issuer, using the BLIK Code unambiguously identifiable with a unique identifier assigned by the Issuer
Mastercard	Mastercard Europe SA, with its registered office in Waterloo
MCBP	Technology developed by Mastercard, based on tokenisation of payment instruments, allowing the performance of BLIK-C Transactions initiated using the Mobile Application
MID	A unique identifier of a Participant (the so-called Member ID). A unique ACQID is assigned to an Acquirer, and an ISSID to an Issue
NBP	National Bank of Poland

Partner	An entity bound to PSP by a civil law agreement, not being a Participant in the BLIK Mobile Payments System
Trading Platform	Type of the Accepting Device in the form of a communication and information service used for offering goods and services, allowing making payments through Mobile Transactions to sellers and services providers directly cooperating with the Merchant
Settlement Entity	An entity participating in the SORBNET3 system and involved in the Settlement of Mobile Transactions, which: 1) as a Participant in the BLIK Mobile Payments System, conducts Settlement on its own behalf as an Issuer or an Acquirer, 2) as a Participant in the BLIK Mobile Payments System, conducts Settlement on behalf of an Acquirer, an Indirect Participant, or a Cooperating Scheme, 3) as a Participant in the BLIK Mobile Payments System acting as a Securing Issuer, conducts Settlement on behalf of a Secured Acquirer, 4) is designated by an Acquirer to PSP as a non-Participant in the BLIK Mobile Payments System that conducts Settlement on behalf of an Acquirer. If the Settlement Entity referred to in items 2 or 4 does not maintain the Participant's Account for the Acquirer, it shall ensure, while participating in the Settlement of the Acquirer, that the bank account maintained for the Acquirer by another entity is credited with the amounts due from the Settlement, under an order executed within SORBNET3.
Clearing Position	Amount credited or debited to the particular party of the Mobile Transaction, for the performance of a Mobile Transaction
Personal Data Processing	Any operation or set of operations performed on Personal Data or sets of Personal Data, by automated or non-automated means, such as collecting, recording, organising, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, dissemination or otherwise making available, aligning or combining, restricting, erasing or destroying, as defined in Article 4(2) of the GDPR
Connection	Connection of the IT infrastructure of the Participant to the PSP System to the extent allowing the execution of Mobile Transactions within the BLIK Mobile Payments System
PSP	Polski Standard Płatności S.A., with its registered office in Warsaw, ul. Czerniakowska 87a, entered into the register by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register with the KRS number 0001141221, Tax Identification Number (NIP): 5213664494, Statistical Identification Number (REGON): 147055889

PSP Auxiliary Account	An account in the SORBNET3 system maintained by the NBP for PSP, used for the execution of Mobile Transaction Settlements in accordance with Settlement Procedure A for external systems applicable within SORBNET3
Participant's Account	Bank account indicated by the Participant, for the purposes of the Settlement
Regulations	Contract template document, issued by PSP, including the Regulations for the BLIK Payment Scheme and the Regulations for the BLIK Payment System, together with appendices to this document setting forth the principles for the functioning of the BLIK Scheme and the BLIK system
Regulations for the BLIK Payment Scheme	Part A of the Regulations describing the rules for the functioning of the BLIK Scheme
Regulations for the BLIK Payments System	Part B of the Regulations describing the rules for the functioning of the BLIK System
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
Clearing	Process carried out by PSP in order to calculate liabilities and receivables of each of the Participants and the Cooperating Scheme to the BLIK System, taking account fees due to Issuers, Acquirers and the Cooperating Scheme
Settlement	Process of settlement carried out by PSP via the PSP Auxiliary Account using the SORBNET3 system conducted by NBP based on the Clearing executed by PSP that is aimed at making it possible to debit or credit the accounts of Issuers, and crediting accounts of Acquirers or the Cooperating Scheme, whereas in the case of Secured Acquirers, aimed at making it possible to debit or credit the accounts maintained for these entities by Securing Issuers
BLIK Scheme	BLIK Payment Scheme operated in relation to the BLIK Mobile Payments System by PSP as a payment organisation within the meaning of the Act of 19 August 2011 on payment services, allowing the smooth execution of Mobile Transactions cleared in the BLIK System and allowing the execution of other BLIK Transactions cleared through intrabank transfers, or in payments systems other than the BLIK System, operated based on the Act of 24 August 2001 on settlement finality in payment and securities settlement systems and the rules for monitoring these systems
Cooperating Scheme	Payment scheme within the meaning of the Act of 19 August 2011 on payment services, being a payment card system, operated by Mastercard and notified to the National Bank of Poland in accordance with

	Article 132zo of the Act of 19 August 2011 on payment services, cooperating with Polski Standard Płatności S.A. with respect to BLIK-C Transaction processing
PSP Clearing Session	Time period, based on which Clearing Positions of the Participants and of the Cooperating Scheme are calculated with respect to Mobile Transactions that were submitted for Clearing during that period
PSP Settlement Session	A set of PSP Clearing Sessions included in an aggregated settlement in the SORBNET3 system
BLIK-C Transactions Acceptance Network	Entities running points of sales or service points, operating contactless payment terminals allowing acceptance of BLIK-C Transactions, marked with the BLIK or Mastercard mark, located in the territory of the Republic of Poland or outside the territory of the Republic of Poland
SORBNET3	A payment system operated by the NBP, in which Mobile Transaction Settlements are carried out
Technical Specification for Participants	Document presenting an overall description of the rules of the functioning of the BLIK System, attached as an appendix to the Regulations
BLIK System	BLIK Payment System operated by PSP based on licence no D/III/SP/2014, issued by the President of the National Bank of Poland, being a payment system within the meaning of the Act of 24 August 2001 on settlement finality in payment and securities settlement systems and the rules for monitoring these systems
BLIK Mobile Payments System	Functionally-related BLIK Scheme and the BLIK System
SPN Instant Transfer System	instant transfer system enabling on-line interbank clearings
PSP System	All or any of the IT systems used by PSP for the purposes related to the operation of the BLIK Scheme and the BLIK System
Ticketing System	A platform for communication between PSP, BLIK Mobile Payments System Participants, and PSP Partners used for managing the operational processes of the BLIK Mobile Payments System
Tokenisation System	MDES IT system, managed and operated by Mastercard, carrying out the tokenisation function, used in the processes necessary for the purposes of executing BLIK-C Transactions
BLIK Transaction	Transaction initiated or executed using the BLIK Code in accordance with the Agreement on Participation or another agreement concluded with PSP, by the Participant using BLIK Codes
BLIK-C Transaction	Mobile Transaction initiated with the Mobile Application in the POS terminal operated by an entity belonging to the BLIK-C Transactions

	Acceptance Network, implemented in a contactless way, based on the Alias, using the Tokenisation System and MCBP
Mobile Transaction	Shall mean: a) a transfer of funds to the account of the Merchant, made through the Acquirer providing services to this Merchant, debiting the account kept by the Issuer for the User, based on the order initiated by the User using the Mobile Application; or b) a withdrawal of funds or a payment executed on the basis of the order made by the User, using the Mobile Application; or c) a transfer of funds to the account of the User, made through the Cooperating Scheme or the Acquirer providing services to this Merchant, who accepted the order to return funds to the account of the User, initiated using the Mobile Application or a unique identifier of the Mobile Transaction to which the return refers; or d) a transfer of funds to the account of the Cooperating Scheme, debiting the account kept by the Issuer for the User, made based on the order to execute the BLIK-C Transaction initiated by the User using the Mobile Application; e) a P2P Transaction cleared using the BLIK System or P2P-R Transaction cleared using the BLIK System.
P2P Transaction	Transaction made within the framework of the BLIK Scheme, using internal transfers (for P2P Transactions between Users, where they are the clients of the same Issuer), Instant Transfer System or the BLIK System between two Users, without intermediation of the Acquirer, in the case of which the account number of the recipient is determined using the Mobile Accounts database, whereas the sender identifies the recipient using a unique identifier previously explicitly assigned to the recipient in compliance with requirements set forth in the Technical Specification for Participants, especially a mobile telephone number or an e-mail address
P2P-R Transaction	Transaction made within the framework of the BLIK Scheme, using internal transfers (for P2P-R Transactions between Users, where they are the clients of the same Issuer), Instant Transfer System or the BLIK System between two Users that are not Institutional Users, without intermediation of the Acquirer, initiated by the payment recipient by sending the message with a request for the transfer to the transfer sender through the PSP System, including information on details of the User requesting the transfer in compliance with requirements set forth in the Technical Specification for Participants
Participant	Entity that concluded with PSP the Agreement on Participation, meeting conditions of participation in the BLIK Scheme and in the BLIK System set forth in the Regulations and the Agreement on Participation
Indirect Participant	An Issuer acting as an indirect participant within the meaning of Article 1 point 10 of the Act of 24 August 2001 on settlement finality in payment

	and securities settlement systems and the rules for monitoring these systems, with the status of one of the entities indicated in § 4 Section 1 letter (a) of the Regulations, which in the Agreement on Participation designated another Issuer that is a participant in the SORBNET3 system as an entity that has undertaken to submit settlement orders to the BLIK System on behalf and for the account of the Indirect Participant
Agreement on Participation/ Agreement	An Agreement concluded by and between PSP and the Participant, setting forth general principles of the functioning of the BLIK Scheme and the BLIK System, and describing obligations and rights of PSP and of the Participant with respect to PSP making available services within the framework of the BLIK Scheme and the BLIK System
Accepting Device	Device or software operated by the Merchant or the Acquirer, allowing accepting payments by executing BLIK Transactions, in particular a POS terminal, software installed in an Internet store (eCommerce, mCommerce), mPOS Application, ATM, operated by the Merchant, Acquirer or an entity functioning in the BLIK-C Transactions Acceptance Network that is neither the Merchant nor the Acquirer
Statutorily Authorized Institution	An institution or entity authorized by law to request access to information regarding specific payment transactions indicated by that institution or entity, in connection with proceedings concerning an offense committed using payment instruments, payment systems, or electronic and mobile banking services, in particular: the Police, the Public Prosecutor's Office, the National Revenue Administration, the General Inspector of Financial Information, or common courts
User	Natural person who, pursuant to an agreement with the Issuer, uses the activated Mobile Application made available by this Issuer. Whenever the Regulations refer to the User, this shall also be understood to include the Institutional User, unless expressly provided otherwise
Institutional User	Legal person or unincorporated organisational unit that is granted legal capacity by the act, who uses the BLIK functionalities as provided for in the Technical Specification for Participants for this category of users, in accordance with the agreement with the Issuer
Issuer	Entity that is the Participant of the BLIK System and the BLIK Scheme as the issuer of a payment instrument, making available the Mobile Application or another functionality using the BLIK Code in order to enable the execution of BLIK Transactions by Users
Securing Issuer	Issuer obliged to ensure, on its nostro account with the NBP, the funds necessary for the purposes of Clearing and Settlement of Mobile Transactions submitted into the BLIK System by Secured Acquirers, for whom this Issuer keeps accounts designated for Clearing and Settlement of Mobile Transactions

Mark	Trademark determined in a separate agreement with the Participant, the property copyrights to which are held by PSP

II. GENERAL INFORMATION ON THE BLIK SCHEME AND THE BLIK SYSTEM

§ 3

1. The BLIK Scheme operates on a continuous basis, i.e. on each day of the year, twenty-four hours a day, excluding scheduled technical breaks.
2. Payment transactions made using payment instruments issued within the framework of the BLIK Scheme are processed and cleared in Polish zloty.
3. BLIK Transactions can be initiated by Users, at any time during the operation of the BLIK Scheme.
4. Mobile Transactions are cleared in net amounts, taking into account fees due to Issuers, Acquirers and the Cooperating Scheme.
5. Fees for services made available to Participants within the framework of the BLIK Scheme are calculated in accordance with the price list of services provided by PSP, attached as appendix no. 1 to the Regulations, and are cleared based on invoices issued on a monthly basis.
6. Organisational solutions of PSP as a payment organisation with respect to the structure and procedures for making decision with respect to the activities involving the processing of BLIK Transactions within the framework of the BLIK Scheme should ensure stable and safe functioning of the BLIK Scheme, and guarantee PSP's independence in terms of accounting, organisation and decision-making process within the scope in question.
7. PSP independently and autonomously determines the costs of the activities carried out, involving the processing of BLIK Transactions, and takes these costs into account when developing the financial model of its functioning as a payment organisation operating the BLIK Scheme.
8. Principles of access to the BLIK Scheme are determined based on criteria that are objective, equal and proportional. Limitations of access to the BLIK Scheme cannot be greater than necessary in order to ensure the protection against specific risks, especially settlement risk, operational risk and business risk, and the financial and operational protection of the stability of the BLIK Scheme.
9. As a payment organisation, PSP operates the BLIK Scheme using its own technical infra-structure or establishes cooperation with providers, who as a result of mandating them to

carry out tasks related to the current functioning of the BLIK Scheme, provide services at the level ensuring effective and stable functioning of the BLIK Scheme.

10. Participation in the BLIK Scheme and the BLIK System involves the Participants incurring business risks resulting from the potential occurrence of events triggering the settlement guarantee mechanism in accordance with the principles of the functioning of the BLIK System, and operational risks related to the potential occurrence of events involving the inability to process data by PSP or other disruptions in the functioning of the BLIK Scheme or the BLIK System.

11. The Issuer is the entity providing to the User a payment service involving the provision of access to the payment instrument that allows requesting the execution of BLIK Transactions. The Acquirer performs activities necessary to execute the BLIK Transaction, intermediating as the Participant of the BLIK Scheme and the BLIK System in the performance of the payment service provided to the User by the Issuer making available the payment instrument in the form of a Mobile Application, service or functionality using the BLIK Code.

12. PSP processes the personal data of Users entrusted by Participants or the Cooperating Scheme within the scope specified in Section XI[1] and in Agreements on Participation or other agreements for the purposes of performing activities related to the operation of the BLIK Scheme and the BLIK System.

13. Services of PSP involving the processing of P2P Transactions or P2P-R Transactions are made available to the Issuer, who:

    a) as a participant in the Express Elixir system has the ability to use MP2P codes in messages processed in this system; or

    b) as an Indirect Participant cooperates with the Issuer referred to in letter (a) above and concluded with this Issuer an agreement obliging this Issuer to transfer settlement orders to the Express Elixir system on behalf and for the account of the Indirect Participant.

III. PARTICIPATION IN THE BLIK SCHEME AND THE BLIK SYSTEM

§ 4

1. Any entity with a registered office in the territory of a member state of the European Economic Area, that is authorised to carry out activities in the Republic of Poland in accordance with applicable regulations, as well as meets all the conditions listed below, can be a Participant of the BLIK Scheme and the BLIK System:

   a) is a domestic bank, branch of a foreign bank, credit institution or branch of a credit institution within the meaning of the Act of 29 August 1997 – Banking Law (Journal of Laws of 2024, item 1646, as amended), payment institution, hybrid payment institution, electronic money institution, hybrid electronic money institution, small payment institution with legal personality or hybrid small payment institution with legal personality within the meaning of the Act of 19 August 2011 on payment services, National Credit Union, hereinafter referred to as the "National Credit Union," within the meaning of the Act of 5 November 2009 on credit unions (Journal of Laws of 2025, item 379);

   b) signed the "Agreement on Participation" in the BLIK Scheme/System as the Acquirer or as the Issuer, and has accepted the provisions of the Regulations and appendices to this agreement and to the Regulations, especially the Technical Specification for Participants;

   c) in the case of the Issuer – has obtained relevant administrative authorisation to provide payment services in the scope of issuing payment instruments and executing payment transactions;

   d) in the case of the Issuer – is a participant in the SORBNET3 system operated by NBP and holds an account with the NBP, which will be designated by the Participant as an account for Settlement;

   e) in the case of the Acquirer – has obtained a relevant administrative authorisation to provide payment services in the scope of acquiring, accepting deposits of fund, making cash withdrawals from the payment account or execution of payment transactions;

   f) has the Participant's Account;

   g) as a Settlement Entity, linked the account in SORBNET3 with the BLIK Payment System as an external system in a manner that enables PSP to submit payment orders related to the execution of Mobile Transaction Settlements in the SORBNET3 system in accordance with Settlement Procedure A for external systems, and also in a manner that ensures the handling of messages transmitted within the BLIK Payment System and the SORBNET3 system for the purpose of conducting Settlement in accordance with Settlement Procedure A for external systems,

h) if it does not have the status of a Settlement Entity – designated another Settlement Entity that, as a result of the Settlement, will transfer the funds due from the Clearing to its Participant Account,

i) will pay the fee for joining the BLIK System in accordance with the price list of services provided by PSP (Appendix no. 1 to the Regulations);

j) will pass the technology tests within the scope of cooperation with the PSP System, carried out in keeping with the principles and within the scope specified in the Technical Specification for Participants;

k) will not generate risk to the stability and proper functioning of the BLIK Scheme and the BLIK System;

l) will agree with PSP on the date of joining the BLIK System, will carry out the activities necessary to execute BLIK Transactions no later than eighteen (18) months of the date of concluding the Agreement on Participation in the BLIK System, and will not make a declaration of will resulting in excluding the application of the provisions of the Regulations determining the principles of the functioning of the BLIK System or BLIK Scheme to this entity;

m) is not an entity subject to special restrictive measures provided for in the law, in particular restrictions introduced pursuant to Article 118 of the Act of 1 March 2018 on counter-acting money laundering and combating the financing of terrorism;

n) is not an entity entered on the list of public warnings kept by the Polish Financial Supervision Authority,

o) in the case of an Issuer that is not a domestic bank, a branch of a foreign bank, a credit institution or a branch of a credit institution, **maintains** the resources and arrangements necessary for the safeguarding of users' funds, governance and internal control mechanisms, risk management, and information and communication technology (ICT) solutions ensuring the stable and secure operation of the institution, the BLIK System and its Participants,

p) maintains measures and resources designed to mitigate the risk of fraud in the execution of BLIK Transactions, including measures for the verification of Users and Merchants with regard to legal requirements relating to anti-money laundering and counter-terrorist financing.

2. Participation in the BLIK Scheme is linked to participating in the BLIK System. The Participant cannot use the BLIK Scheme without concluding the Agreement on Participation in the BLIK System.

3. Requirements specified in the Section 1 letter (d) and letter (f) shall not apply to Issuers acting as Indirect Participants, who are obliged to designate in the Agreement on Participation a Participant's Account belonging to an Issuer that is a participant in the SORBNET3 system and holds an account with the NBP, who has undertaken to submit settlement orders to the BLIK System on behalf and for the account of the Indirect Participant, using this account.

4. Access to the BLIK Scheme and the BLIK System, as well as certain functionalities, may be made available to the Participant on the condition that this Participant meets the conditions set out in the Agreement on Participation or in the Regulations. For the purpose of assessing compliance with such requirements, PSP may request that the Participant provide documents and information describing the measures implemented in relation to the safeguarding of Users' funds, governance and internal control mechanisms, implemented information and communication technology (ICT) solutions, and the management of individual categories of risk, in particular those relating to the prevention of Fraudulent transactions from being entered into the BLIK System, as well as the verification of Users and Merchants for compliance with legal requirements relating to anti-money laundering and counter-terrorist financing.

5. Compliance by the Participant with the requirements set out in the Participation Agreement and the Regulations shall be assessed prior to the Participant's admission to the BLIK Scheme and the BLIK System, on a periodic basis, or whenever circumstances justify such an assessment, in particular where there are indications that the Participant has breached its obligations under the Participation Agreement or the Regulations.

6. The National Credit Union shall participate in clearing of Mobile Transactions initiated only with the use of Mobile Applications made available to customers of credit unions.

7. The Issuer shall be obliged to submit to PSP for certification the Mobile Application that it makes available or intends to make available to Users in the event of:

   a) joining the BLIK Mobile Payment System,
   b) intending to make available new functionalities of the BLIK Mobile Payment System,
   c) intending to modify the Mobile Application in a manner resulting in changes to its IT architecture, key functionalities, or the manner in which the Issuer's services are made available using the Mobile Application, to the extent related to BLIK functionalities,
   d) determining that the current version of the Mobile Application does not comply with the requirements set out in the Technical Specification for Participants.

8. Each Participant is assigned a unique MID identifier. PSP maintains and provides Participants with an up-to-date list mapping MID identifiers to Participant names to enable the identification of the Issuer and the Acquirer involved in executing a given Mobile Transaction.

IV. OBLIGATIONS OF PSP AND OF THE PARTICIPANTS, AS WELL AS PRINCIPLES OF RESPONSIBILITY WITH RESPECT TO THE PROCESSING AND CLEARING OF BLIK TRANSACTIONS

§ 5

1. PSP shall be responsible for ensuring that the functioning of the BLIK Scheme and the BLIK System complies with legal regulations, as well as for ensuring the safety and effectiveness of the functioning of the BLIK Scheme and the BLIK System, and for the management of the BLIK Scheme and the BLIK System, and in particular, it shall:

a) determine the principles of participation in the BLIK Scheme and the BLIK System;

b) evaluate the compliance of solutions used by Participants with requirements set forth in the Agreement and the Regulations;

c) promote the Mark used to distinguish the BLIK Scheme and the BLIK System, and manage this Mark;

d) develop the acceptance network for the BLIK Scheme in cooperation with Participants;

e) gather and make available to Participants information on the acceptance network for the BLIK Scheme;

f) arrange campaigns promoting BLIK Transactions;

g) set forth the requirements and technical standards determining the principles of the functioning of the BLIK Scheme and the BLIK System;

h) set forth the requirements and technical standards determining the principles of communication between the BLIK Scheme and the BLIK System, and the Participants;

i) set out uniform and non-discriminatory criteria for authorising the use of Mobile Applications made available by the Issuers within the framework of the BLIK System and the BLIK Scheme;

j) establish the security principles of the BLIK Scheme and the BLIK System;

k) carry out periodic audits of the Participant's compliance with the Agreement on Participation, the Regulations and the Technical Specification for Participants;

l) develop functionalities made available in the BLIK Scheme and the BLIK System;

m) set standards of the clearing process, complaint and other report processing, as well as a uniform format for communicating with Participants and the Cooperation Scheme;

n) notify Participants of non-compliances of solutions used by the Participants with requirements set forth in the Agreement or in the Regulations, specify the time limit for rectification thereof and take steps aimed at eliminating these non-compliances by the Participants;

o) analyse risks in relation to the functioning of the BLIK Scheme and determine the method of managing particular types of risks related to the functioning of the BLIK Scheme;

p) set out the principles of acceptance of BLIK Transactions;

q) as part of statutory obligations under Article 10 and Article 132zp Section 1 of the Act of 11 August 2011 on payment services, preform activities involving analysis and monitoring of BLIK Transactions aimed at:
   - detecting transactions made in breach of provisions of the Regulations, in particular instances of unauthorised use of a payment instrument by a third party;
   - preventing fraud related to executed BLIK Transactions and operation of the BLIK Payment Scheme and BLIK Payment System, as well as allowing investigating and detecting such frauds by responsible authorities.

2. Activities of PSP referred to in Section 1 letter (q) are carried out simultaneously with activities conducted in this respect by the Participants.

§ 6

With respect to the operation of the BLIK Scheme and the BLIK System, PSP is obliged to act in compliance with the provisions of the Agreement on Participation, the Regulations and the requirements of the Technical Specification for Participants. In particular, PSP shall:

a) ensure operation of the BLIK System in compliance with the conditions described in the Technical Specification for Participants;

b) verify BLIK Transactions transferred to the BLIK System in view of compliance with technical conditions referred to in the Technical Specification for Participants;

c) notify the Participants in the case of sending messages inconsistent with the Technical Specification for Participants;

d) verify whether the Issuer satisfied the criteria for the authorisation for using Mobile Applications or other services allowing the execution of BLIK Transactions, made available to Users;

e) enable the Participants to connect to the infrastructure of the BLIK System in compliance with the conditions described in the Technical Specification for Participants;

f) identify the technical and organisational solutions allowing the flow of data necessary for the purposes of examining the Participants' complaints with respect to BLIK Transactions;

g) notify the Participants, at least five days in advance, of the temporary unavailability of the BLIK System due to a scheduled technical break;

h) immediately notify Participants of any failure of the BLIK System;

i) provide services involving the generation and recording of BLIK Codes used to execute BLIK Transactions;

j) maintain the Mobile Accounts database and ensure the IT infrastructure necessary for the execution of BLIK Transactions;

k) prepare clearing files for the purposes of Settlement of Mobile Transactions between BLIK System Participants;

l) undergo periodic audits to ensure compliance of the functioning of the BLIK Scheme with the provisions of the Agreement on Participation, the Regulations and the requirements of the Technical Specification for Participants;

m) carry out activities related to triggering the Settlement guarantee mechanism referred to in the Regulations for the BLIK Payments System;

n) carry out activities related to the processing of complaints related to BLIK Transactions;

o) take decisions on a new Participant joining the BLIK Scheme and the BLIK System, as well as making available particular functionalities of the BLIK Scheme and the BLIK System to Participants.

§ 7

1. The Participant shall act in compliance with the provisions of the Agreement on Participation and the Regulations together with appendices, and in particular shall:

   a) execute BLIK Transactions in a way consistent with the Technical Specification for Participants;

   b) connect to the infrastructure of the BLIK System in compliance with the conditions described in the Technical Specification for Participants;

   c) undergo periodic tests and audits in accordance with the conditions set in the Agreement on Participation;

   d) notify of scheduled maintenance breaks in the Participant's IT System five days in advance, and of any failures – immediately;

   e) immediately notify PSP of the occurrence and removal of failures of the Participant's system;

f) immediately notify of any changes of its data provided to PSP;

g) use the Mark for the purposes of promoting BLIK Transactions and P2P Transactions;

h) execute BLIK Transactions in compliance with applicable law, in particular the legal requirements relating to anti-money laundering and counter-terrorist financing;

i) if the Participant is the Acquirer – classifying the Merchant's business activity by assigning the appropriate **Merchant Category Code (MCC)** in accordance with the applicable ISO standard and make BLIK Transactions available as a payment method only to Merchants who:

- use the Mark in Accepting Devices with respect to BLIK Transactions as a payment method in a way that does not mislead Users or other clients;
- do not carry out activities contrary to applicable legal regulations or generally accepted ethical norms;
- are not entered on the list of entities subject to sanctions imposed by authorised state authorities, authorities of the European Union or international organisations;

j) if the Participant is the Acquirer being the Secured Acquirer, this Acquirer shall additionally:

- keep with the Issuer being the Securing Issuer for this Secured Acquirer a bank account for the purposes of Clearing and Settlement of Mobile Transactions submitted into the BLIK System by this Secured Acquirer;
- conclude an Annex to the Agreement on Participation for the Secured Acquirer;

k) if the Participant is the Issuer being the Securing Issuer, this Issuer shall additionally:

- keep for the Acquirer being the Secured Acquirer by this Securing Issuer a bank account for the purposes of Clearing and Settlement of Mobile Transactions submitted into the BLIK System by this Secured Acquirer;
- ensure, in accordance with Section 2 letter (b) below, on this Issuer’s nostro account with the NBP, funds necessary for the purposes of Settlement of Mobile Transactions submitted into the BLIK System by the Secured Acquirer referred to in the previous bullet point;
- ensure, in accordance with Section 2 letter (e) below, additional funds in the amount required for Settlement of Mobile Transactions as a result of triggering the Settlement guarantee, in accordance with the principles of the functioning of the BLIK System;
- conclude an Annex to the Agreement on Participation for the Securing Issuer;

l) in case of the Indirect Participant, this Participant is additionally obliged to:

- conclude with the Issuer (who is a participant in the SORBNET3 system and holds an account with the NBP) an agreement allowing submitting settlement orders to the BLIK System;

- conclude with the Issuer who is a participant in the Express Elixir system an agreement allowing submitting settlement orders to this system if it intends to use services related to the implementation of P2P Transactions or P2P-R Transactions;

m) in case of the Issuer submitting settlement orders of the Indirect participant to the BLIK System, this Participant is additionally obliged to:

- keep for the Indirect Participant a bank account for the purposes of Clearing and Settlement of Mobile Transactions submitted into the BLIK Mobile Payments System by this Indirect Participant;
- ensure, in accordance with Section 2 letter (c), cash in the amount required for Settlement of Mobile Transactions submitted into the BLIK Mobile Payments System by the Indirect Participant;
- ensure, in accordance with Section 2 letter (e), additional funds in the amount required for Settlement of Mobile Transactions as a result of triggering the Settlement guarantee, in accordance with the principles of the functioning of the BLIK System;

n) in case of the Issuer submitting settlements orders of the Indirect Participant to the Express Elixir system, this Participant is additionally obliged to ensure funds within the framework of the Express Elixir system in relation to submission of settlement orders on behalf and for the account of the Indirect Participant in relation to the execution of this Indirect Participant's P2P Transactions or P2P-R Transactions.

2. The Participant being the Issuer shall carry out the following activities:

a) ensuring funds necessary for the purposes of Settlement in accordance with the principles of the functioning of the BLIK System and enabling settlement, by the NBP, of financial flows related to Mobile Transactions cleared within the framework of the BLIK System, by proper liquidity management in the Participant's nostro account with the NBP;

b) where the Issuer is the Securing Issuer – ensuring the funds necessary for the purposes of Settlement of Mobile Transactions submitted into the BLIK System by Secured Acquirers, for whom it keeps accounts for the purposes of the processing of Mobile Transactions of these Secured Acquirers, in accordance with the principles of the functioning of the BLIK System and settlement, by the NBP, of financial flows related to Mobile Transactions cleared within the framework of the BLIK System, by proper liquidity management in the Participant's nostro account with the NBP;

c) in case of the Issuer submitting settlement orders of the Indirect Participant to the BLIK System – ensuring sufficient funds for Settlements of Mobile Transactions submitted into the BLIK System by the Indirect Participant, for whom the Issuer keeps an account for the purposes of the processing of Mobile Transactions of this Indirect Participant, in accordance with the principles of the functioning of the BLIK System and ensuring the settlement, by the NBP, of financial flows related to Mobile Transactions cleared within the framework of the BLIK System, by proper liquidity management in the Participant's nostro account with the NBP;

d) in case of the Issuer being an Indirect Participant – ensuring funds on the account kept by the Issuer submitting settlement orders of the Indirect Participant to the BLIK System, in the amount necessary for Settlement of Mobile Transactions submitted into the BLIK Mobile Payments System in relation to the execution of BLIK Transactions carried out with the Mobile Application issued by the Issuer which is an Indirect Participant, and if this Issuer cooperates with a direct Participant with respect to sub mitting settlement orders to the Express Elixir system within the framework of the execution of its P2P Transactions or P2P-R Transactions, it is obliged to protect interests of the direct Participant in accordance with the *Procedure for managing risk related to indirect participation in the BLIK Mobile Payments System*;

e) ensuring additional funds, including resources for the Secured Acquirer and for the Indirect Participant, in the amount required for Settlement of Mobile Transactions as a result of triggering the Settlement guarantee, in accordance with the principles of the functioning of the BLIK System, while applying the Operational Procedure for Participants – Settlement Guarantee Processing;

f) in the case of the initiation of the bilateral clearing process – initiating transfers in the SORBNET3 system in accordance with orders from PSP, in amounts and to the Cooperating Scheme and Acquirers, including Secured Acquirers or to other Issuers, whose Users executed Mobile Transactions submitted into the BLIK System by Secured Acquirers, or making, in accordance with orders from PSP, clearings in accounts kept by these Issuers as Securing Issuers for Secured Acquirers;

g) linking the account in SORBNET3 with the BLIK Payment System as an external system in a manner that enables PSP to submit payment orders related to the execution of Mobile Transaction Settlements in the SORBNET3 system in accordance with Settlement Procedure A for external systems, and to handle messages transmitted within the BLIK Payment System and the SORBNET3 system in a way that ensures the execution of Settlement in accordance with Settlement Procedure A for external systems;

h) making available to Users the Mobile Application, other service or functionality using the BLIK Code;

i) authenticating Users in the Mobile Application;

j) obtaining One-Time Codes generated by PSP for the purposes of executing Mobile Transactions;

k) reporting Mobile Accounts for registration by PSP;

l) reporting BLIK Codes that were not generated by PSP for registration by PSP;

m) making Authorisations of BLIK Transactions using only the BLIK Code made available or registered by PSP;

n) immediately updating the status of the User's Mobile Account in the BLIK System, especially in the case of the User resigning from the service allowing the initiation of BLIK Transactions;

o) implementing the procedure for the monitoring of unauthorised transactions understood as BLIK Transactions initiated by unauthorised persons, and notifying PSP of identified instances of unauthorised transactions within no more than two (2) business days;

p) notifying Users of any risks related to the services offered by Issuers within the framework of the BLIK Scheme, especially risks related to making payment transactions online and through Mobile Applications,

q) making the Mobile Application available only to Users and Institutional Users who are not subject to sanctions imposed by competent national authorities, institutions of the European Union or international organizations,

r) executing BLIK Transactions in compliance with applicable law, in particular with the legal requirements relating to anti-money laundering and counter-terrorist financing.

3. Requirements specified in Section 2 letters (a)-(c) and letters (e)-(g) shall not apply to the Indirect Participant.

4. The Participant can meet the obligations arising from the Agreement and the Regulations through or in cooperation with third parties, provided that, in the agreement concluded with such an entity, the Participant ensures the protection of information at the level no lower than specified in the Agreement on Participation and in the Regulations. Unless the Regulations provide for otherwise, activities conducted by an entity cooperating with a Participant shall be recognized as activities conducted by the Participant. The Participant shall be liable towards PSP and other Participants for activities or omissions on the part of the entities cooperating with the Participant. The Participant shall notify PSP, one month in advance, of the involvement of the entities referred to in the previous sentence in the performance of the Agreement and the Regulations. PSP may, for important reasons, object to the Participant entrusting the

fulfilment of its obligations to a third party, within fourteen (14) days of receiving the notification referred to in the previous sentence.

5. The Participant can make available the Regulations and other documents pertaining to the functioning of the BLIK System to the entities referred to in the point above, within the scope necessary for the provision of services by these entities to the Participant.

6. Participants shall be authorised to use BLIK Codes or other functionalities made available within the framework of the BLIK Scheme, only for the purposes of the provision of service involving the processing of BLIK Transaction in accordance with the provisions of the Agreement on Participation and the Regulations.

7. The Participants shall be authorised to use the data entrusted or made available in relation to participation in the BLIK Scheme and the BLIK System only for the purposes of proper fulfilment of obligations under the Agreement on Participation.

§ 7[1]

1. The Participant being the Acquirer who, without the Securing Issuer's participation, processes deposit of funds initiated outside the own network of the particular Acquirer as the Issuer, and executed using the BLIK Code, shall ensure, during the first three full calendar months from the date of making available this service, the security deposit in the amount equivalent to two times the average daily volume of withdrawals processed by this Acquirer and cleared in the BLIK System in the month preceding the month for which the deposit amount is calculated. Starting the fourth month from the date of making available the service, the Acquirer shall be obliged to ensure the security deposit in the amount equivalent to two times the average daily value of deposits processed by this Acquirer and cleared in the BLIK System in the month preceding the month for which the deposit amount is calculated. The amount of the security deposit that the Acquirer is obliged to ensure in a given month shall be calculated by PSP by the fifth (5th) day of a given calendar month, based on the data for the previous calendar month collected in the PSP System. The Acquirer shall be notified by PSP of the amount of the deposit required in a given month, by the seventh day of that month. The amount of the security deposit cannot be less than four hundred thousand Polish zloty.

2. The security deposit shall be paid by the Acquirer to the dedicated bank account of PSP. PSP cannot use the funds paid as the security deposit for any purposes other than settlement of amounts due from the Acquirer to Issuers and PSP.

3. PSP shall be authorised to cover, from the security deposit, amounts due to Issuers or to PSP from the Acquirer in relation to clearings carried out in the BLIK System if these amounts are not covered by the Acquirer in accordance with the Operational Procedure for Participants – "Processing of the Acquirer's Reversed Position" in the amount necessary to satisfy the Acquirer's liabilities resulting from bilateral clearing, including also corrections to bilateral clearing resulting from a reported inconsistency that was considered justified.

4. The use of the security deposit shall involve PSP ordering transfers from the deposit account, on which the funds paid as the security account are deposited, to Issuers or to PSP in order to satisfy amounts due to the Issuers or to PSP from the Acquirer, within the scope and in the amount determined by PSP in accordance with the Regulations. If PSP covers, from the security deposit, amounts due from the Acquirer to Issuers or to PSP, the obligation of PSP to return the deposit amount shall expire in the part that was used for satisfying claims of other Issuers or of PSP. PSP shall immediately request the Acquirer to supplement the security deposit by the amount referred to in the previous sentence, whereas the Acquirer shall be obliged to supplement the deposit within no more than one (1) business day of the day of submission of the request to supplement the deposit issued by PSP to the Acquirer.

5. If the amount of the security deposit transferred by the Acquirer to the account indicated by PSP referred to in Section 2 is lower than the amount due calculated by PSP in accordance with Section 1, PSP shall request the Acquirer to supplement the deposit, whereas the Acquirer shall be obliged to supplement the deposit by the missing amount within no more than three (3) business days of submission of the request. If the security deposit transferred is higher than the required amount calculated by PSP for the particular month in accordance with Section 1, the Acquirer may request PSP to return a surplus to the specified bank account, whereas PSP shall return the surplus within three (3) business days.

6. The Acquirer's failure to settle amounts due to the Issuer in relation to the processing of payments made using a BLIK Code or to supplement the security deposit to the amount required in accordance with the Regulations shall authorise PSP to take steps provided for in § 19 of the Regulations.

§ 7²

1. The National Credit Union shall be obliged to maintain a security deposit to cover amounts due to PSP or other Participants in relation to the participation of the National Credit Union in the BLIK Mobile Payments System. PSP cannot use the funds paid by the National Credit Union as the security deposit for any purposes other than specified in Section 2.

2. PSP shall be authorised to cover, from the security deposit paid by the National Credit Union:

   a) amounts due to Participants in relation to clearings carried out in the BLIK System if the National Credit Union fails to ensure funds calculated in accordance with the Operational Procedure for Participants – "Settlement Guarantee Processing;"

   b) statutory interest for delay in Settlement of Mobile Transactions;

   c) amounts due to PSP in relation to the provision of services subject to the Agreement on Participation to the National Credit Union.

3. The National Credit Union shall fulfil the obligation specified in Section 1 by transferring to the bank account indicated by PSP the security deposit calculated for a given calendar month in the amount equivalent to five times the average daily value of cleared Mobile Transactions initiated using any Mobile Application issued by the National Credit Union in the previous month. The security deposit shall be calculated using the mechanism described in the previous sentence after the expiry of the first full month after the Connection date, while the security deposit that the National Credit Union is obliged to paid for the period until the expiry of the first full month from the Connection date shall be one hundred thousand Polish zloty (100,000 PLN) and shall be paid within three (3) business days of the Connection date. The National Credit Union can execute Mobile Transactions starting the day of PSP confirming receiving the funds due as the security deposit.

4. The amount of the security deposit that the National Credit Union is obliged to maintain in a given month shall be calculated by PSP immediately, but no later than by the fifth day of a given calendar month, based on the data for the previous calendar month collected in the PSP System. The National Credit Union shall be notified by PSP of the amount of the security deposit required in a given month immediately, but no later than by the seventh day of that month, if the deposit amount is lower than the amount required based on the calculation prepared by PSP. In case of PSP's failure to provide the National Credit Union with information about the amount of the security deposit due for a given month, the National Credit Union shall maintain the security deposit in the amount specified in the last information provided by PSP.

5. The use of the security deposit shall involve PSP ordering debiting the bank account, to which the security deposit was paid, with amounts equivalent to amounts due to Participants or PSP from the National Credit Union. Debiting the bank account as part of using the security deposit shall result in the expiry of the obligation of PSP to return the security deposit amount in the part that was transferred to the Users or deducted by PPS to satisfy claims against the National Credit Union.

6. If the amount of the security deposit paid by the National Credit Union is lower than the amount required based on Section 3, PSP shall request the National Credit Union to supplement the security deposit, whereas the National Credit Union shall be obliged to supplement the security deposit by the missing amount within no more than three (3) business days of the day of submission of the request by PSP. If the deposit amount is higher than the required deposit amount calculated by PSP for the particular month, the Acquirer may request PSP to return a surplus to the specified bank account, whereas PSP shall return the surplus within three (3) business days.

7. The National Credit Union's failure to provide the security deposit in the amount calculated in accordance with Section 3 shall authorise PSP to take steps provided for in § 19 of the Regulations.

§ 8

1. Participants and PSP shall be held liable only for consequences of their performance of activities related to the BLIK Transaction processing in a way inconsistent with the Agreement or the Regulations. As a result, Participants and PSP shall not be responsible for the Merchant's failure to provide the goods or services or for any inconsistencies of the parameters of the goods and/or services with the agreement between the User and the Merchant. Such claims shall be resolved directly between the User and the Merchant.

2. The Acquirer shall be held liable to other Participants and PSP for the consequences resulting from the Acquirer or the Merchant submitting a BLIK Transaction into the PSP System in bad faith or as a result of a crime, including for unauthorised actions taken by third parties in the systems of the Acquirer or the Merchant.

3. The Issuer shall be held liable to other Participants and to PSP for the consequences resulting from the Issuer, User, to whom the Issuer provides services, submitting a BLIK Transaction into the PSP System in bad faith or as a result of a crime, including for unauthorised actions taken by third parties in the systems of the Issuer or in the Mobile Application made available by this Issuer.

4. Participants shall carry out activities aimed at reducing the risk of exposing Users and other Participants to the effects of criminal activity.

5. If a Statutorily Authorized Institution submits a request to PSP for information regarding specific Mobile Transactions of a given Participant, PSP, to the extent necessary for the Statutorily Authorized Institution to directly contact that Participant, provides the Statutorily Authorized Institution with the following data:
    a. the name and correspondence address of the Participant, and
    b. the unique identifier of the Mobile Transaction to which the request of the Statutorily Authorized Institution pertains.

V. PROCESSING OF COMPLAINTS AND OTHER NOTIFICATIONS

§ 9

1. PSP shall process complaints and other notifications pertaining to the BLIK Scheme and the BLIK System based on the Ticketing System. In special cases (e.g. failure of the Ticketing System), the Participant shall be able to make the complaint or submit other notification to PSP via electronic mail or another communication system specified in the agreement concluded by and between PSP and the Participant or the Cooperating Scheme.

2. Complaints and other notifications registered by Participants in the Ticketing System, via electronic mail or another communication system shall be sent to PSP. PSP shall carry out the investigation in order to process the complaint.

3. PSP shall calculate a fee for processing the complaint, in the amount set in the price list attached as Appendix no. 1 to the Regulations, and the fee shall be borne by the Participant, whose non-performance or improper performance of obligations under the Agreement on Participation or the Regulations resulted in the event that provided a basis for making the complaint by another Participant. If, while processing the complaint it is determined that the complaint was made in circumstances in which neither any of the Participants nor PSP can be considered responsible for the non-performance or improper performance of the Agreement on Participation or of the Regulations, the fee for processing the complaint shall be collected from the Participant that made this complaint. PSP shall waive the fee for processing the complaint in instances referred to in the "Operational Procedure for Participants – Processing of Inquiries and Complaints Concerning Mobile Payments."

4. In addition to the fee referred to in Section 3, in the case of the Issuer making a complaint with respect to a BLIK-C Transaction cleared with the Cooperating Scheme, PSP shall collect from the Issuer the fee for the Cooperating Scheme or shall transfer to the Issuer the fee received from the Cooperating Scheme in the amount set in the price list attached as Appendix no. 2 to the Regulations. The procedure for collecting and settling the fees for the processing of complaints pertaining to BLIK-C Transactions is described in the "Operational Procedure for Participants – Processing of Inquiries and Complaints Concerning Mobile Payments."

5. In the case of the complaint lodged by the Participant, including a specific claim made by the User, Merchant or the Participant, resulting from non-performance or improper performance of obligations under the Agreement on Participation or the Regulations by PSP or another Participant, costs related to satisfying such a claim shall be borne by the entity that failed to perform or improperly performed obligations under these documents. In the Ticketing System, via electronic mail or another communication channel, PSP shall notify Participants taking part in the complaint examination process of the outcome of the complaint proceedings carried out, indicating the Participant that caused the event providing a basis for the complaint, and the number of the account of the Participant, to which the Participant indicated by PSP is obliged to transfer the amount of the claim made.

6. Any doubts with respect to identifying the entity responsible for the occurrence of the event providing a basis for the complaint shall be resolved by PSP.

7. The Participant's failure to respond to a complaint within the time limit set in the "Operational Procedure for Participants – Processing of Inquiries and Complaints Concerning Mobile Payments" shall be deemed equivalent to the Participant's acknowledgment that the complaint is justified for reasons attributable to this Participant.

8. The detailed rules for handling complaints and other notifications, including the procedure to be followed, types of notifications, the scope of required information and documents to be provided by Participants, are set out in the "Operational Procedure for Participants – Processing of Inquiries and Complaints Concerning Mobile Payments".

9. Any PSP's operation carried out in accordance with the outcome of the complaint proceedings does not affect the legal relationship between the User and the Merchant, in particular the outcome of the complaint proceedings may not constitute a basis for the Participant or the User for determining the User participated in concluding the Mobile Transaction or received the goods or services paid for, or other benefits as a result of this transaction.

§ 10

Corrections of amounts of transactions subject to complaints shall be made by PSP in accordance with the "Operational Procedure for Participants – Processing of Inquiries and Complaints Concerning Mobile Payments."

VI. AUTHORISATION OF BLIK TRANSACTIONS

§ 11

1. The queue of orders in the BLIK System shall be managed in accordance with the First In, First Out rule. Consequently, BLIK Transactions shall be executed and Mobile Transactions shall also be cleared in the sequence of submitting the orders into the BLIK System.

2. Authorisation of BLIK Transactions shall be carried out in the BLIK Scheme by Issuers, using BLIK Codes.

3. The general model of executing BLIK Transactions using the **One-Time Code generated by PPS** involves the following stages:

   a) Generation of the One-Time Code by PSP:

      At the request of the User submitted through the Mobile Application to the Issuer or at the request of the Institutional User submitted using a functionality other than the Mobile Application, made available by the Issuer, the Issuer sends to PSP the request to generate the One-Time Code. The One-Time Code is generated by PSP and returned to the Issuer. PSP keeps identifiers of the Issuer and the Mobile Account for which the One-Time Code was generated. The generated One-Time Code is displayed in the Mobile Application of the User or made available using another service or functionality made available by the Issuer;

   b) Submitting the One-Time Code generated by PSP into the Accepting Device:

The User submits the One-Time Code generated by PSP into the Accepting Device;

c) Transfer of the One-Time Code generated by PSP for Authorisation:

The Accepting Device sends the One-Time Code generated by PSP together with details of the BLIK Transactions through the Acquirer to PSP;

d) Verification of the One-Time Code generated by PSP in the BLIK System:

Based on the One-Time Code previously generated by PSP, received from the Acquirer, PSP searches for the Mobile Account and identifies the Issuer, and sends to the Issuer details of the BLIK Transaction for Authorisation;

e) Authorisation by the Issuer:

In the Authorisation process, the Issuer makes the decision on executing the BLIK Transaction;

f) Forwarding the response to the Accepting Device:

The Issuer sends the decision on accepting or rejecting the Mobile Transaction to PSP. PSP, through the network of the Acquirer, forwards the decision on acceptance or rejection of the BLIK Transaction to the Accepting Device.

4. The general model of executing BLIK Transactions using the **One-Time Code registered in the PSP System based on the order of the Issuer** involves the following stages:

a) Downloading the One-Time Code from the Accepting Device:

The User downloads the One-Time Code from the Accepting Device to the Mobile Application. The One-Time Code is then transferred to the IT system managed by the Issuer, and transferred by the Issuer to the PSP System in order to register this code in connection with the Mobile Account of the User. PSP keeps identifiers of the Issuer and the Mobile Account for which the One-Time Code was registered.

b) Transfer of the One-Time Code for Authorisation:

The Accepting Device sends the One-Time Code downloaded by the User together with details of the BLIK Transaction through the Acquirer to PSP.

c) Verification of the One-Time Code by PSP in the BLIK System:

Based on the One-Time Code received from the Acquirer, PSP verifies whether the particular One-Time Code was registered with PSP based on the previous order of the Issuer, and if it was, identifies the Mobile Account and the Issuer and sends to the Issuer details of the BLIK Transaction for Authorisation.

d) Authorisation by the Issuer:

In the Authorisation process, the Issuer makes the decision on executing the BLIK Transaction.

e) Forwarding the response to the Accepting Device:

The Issuer sends the decision on accepting or rejecting the Mobile Transaction to PSP. PSP, through the network of the Acquirer, forwards the decision on acceptance or rejection of the BLIK Transaction to the Accepting Device.

5. The general model of executing BLIK Transactions using the **Alias registered in the PSP System based on the order of the Issuer** involves the following stages:

a) Forwarding the Alias to the PSP System:

The User reports the Alias, in accordance with the agreement concluded with the Issuer, to the Issuer, who forwards this Alias to the PSP System in order to register this Alias in connection with the Mobile Account of the User. PSP keeps identifiers of the Issuer and of the Mobile Account for which the Alias was registered.

b) Obtaining the Alias by the Accepting Device:

The Accepting Device obtains the Alias in a way specified in the Technical Specification for Participants.

c) Forwarding the Alias for Authorisation:

The Accepting Device sends the Alias together with details of the Mobile Transaction through the Acquirer to PSP.

d) Verification of the Alias by PSP:

Based on the Alias received from the Acquirer, PSP verifies whether the particular Alias was registered in the PSP System based on the previous order of the Issuer, and if it was, identifies the Mobile Account and the Issuer, and sends to the Issuer details of the BLIK Transaction for Authorisation.

e) Authorisation by the Issuer:

In the Authorisation process, the Issuer makes the decision on executing the BLIK Transaction.

f) Forwarding the response to the Accepting Device:

The Issuer sends the decision on accepting or rejecting the Mobile Transaction to PSP. PSP, through the network of the Acquirer, forwards the decision on acceptance or rejection of the BLIK Transaction to the Accepting Device.

6. The general model of executing **BLIK-C Transactions** involves the following stages:

a) Forwarding the Alias to the PSP System:

The User reports the Alias, in accordance with the agreement concluded with the Issuer, to the Issuer, who forwards this Alias to the PSP System in order to register this Alias in connection with the Mobile Account of the User. PSP keeps identifiers of the Issuer and of the Mobile Account for which the Alias was registered, and obtains a token from the Tokenisation System. PSP forwards the token to the Issuer in order to pass this token to the Mobile Application.

b) Obtaining the Alias by the Accepting Device:

The Accepting Device obtains the token from the Mobile Application.

c) Forwarding the BLIK-C Transaction for Authorisation:

The Accepting Device sends the token together with details of the BLIK-C Transaction through the acquirer of the Cooperating Scheme to the Tokenisation System. The Cooperating Scheme, using the Tokenisation System, sends the token together with details of the BLIK-C Transaction to PSP.

d) Verification of the Alias by PSP:

Based on the token received from the Cooperating Scheme, PSP verifies whether the particular Alias related to the particular token was registered in the PSP System based on the previous order of the Issuer, and if it was, identifies the Mobile Account and the Issuer, and sends to the Issuer details of the BLIK Transaction for Authorisation.

e) Authorisation by the Issuer:

In the Authorisation process, the Issuer makes the decision on executing the BLIK-C Transaction.

f) Forwarding the response to the Accepting Device:

The Issuer sends the decision on acceptance or rejection of the BLIK-C Transaction to PSP, whereas PSP forwards this decision to the Cooperating Scheme that, through the Tokenisation System and through the acquirer cooperating with the Cooperating Scheme, forwards it to the Accepting Device.

7. At the request of the Participant acting as the Acquirer, PSP may, on conditions set out in the Technical Specification for Participants, allow to send to Issuers a message with a recommendation pertaining to the Authorisation of the BLIK Transaction without the User confirming in each case the order in the Mobile Application. The Issuer is not obliged to take into account the recommendation included in the message referred to in the previous sentence, whereas the Acquirer shall apply proper technical and organisational solutions aimed at reducing risk of execution of unauthorised transactions using the functionality described in the previous sentence.

§ 12

1. The BLIK Transaction order shall be considered submitted into the PSP System upon forwarding the BLIK Code together with details of the BLIK Transactions to PSP. Authorisation of BLIK Transactions by the Issuer shall be irrevocable. Once the Authorisation is performed by the Issuer, the BLIK Transaction order cannot be revoked by the Participant or a third party.

2. Upon Authorisation, which results in forwarding the Mobile Transaction for Clearing, the Issuer undertakes to pay the Acquirer or the Cooperating Scheme for the Mobile Transaction through the BLIK System. If the Mobile Transaction forwarded for Clearing within the framework of the BLIK System involves the transfer of funds to the User's account operated by the Issuer, the Acquirer undertakes to pay the Issuer the amount resulting from Clearing.

3. Decisions made by the Issuer in the course of Authorisation have to be permanently recorded in the IT systems of both the Issuer and the Acquirer.

4. A Mobile Transaction authorised by the Issuer can be cancelled by PSP or the Acquirer in the case of a technical error.

5. A Mobile Transaction can be cancelled or corrected within thirteen (13) months of the day of Authorisation of the Mobile Transaction.

§ 13

In order to reduce operational risk related to executing Mobile Transactions, the Participant can forward Mobile Transactions for Authorisation for an amount not exceeding the limit for a single transaction set in the Technical Specification for Participants.

§ 14

1. In the case of BLIK Transaction forwarded for Authorisation for an amount exceeding the limit set for a single Mobile Transaction, the PSP System shall reject the BLIK Transaction, while providing the appropriate error code.

2. The PSP System shall reject a BLIK Transaction submitted by a Participant for Authorization where, based on the analysis performed by the monitoring system operated by PSP, the

Participant refuses to authorize the BLIK Transaction due to a level of fraud risk that justifies the conclusion that the execution of the transaction would constitute fraud.

3. PSP shall prevent the processing of a BLIK Transaction, without forwarding the authorization request to the Issuer, where the BLIK Transaction submitted for Authorization relates to the payment for a service provided by a Merchant through a domain included in the Register of domains used to offer gambling services in violation of the Act of 19 November 2009 on Gambling Services (Journal of Laws of 2025 item 595).

1. The operation of the mechanism described in paragraph 3 shall not affect the Participants' responsibilities under generally applicable law governing the provision of payment services in relation to gambling activities.

§ 15

For the purposes of recording BLIK Transactions in the BLIK Scheme and the BLIK System, the PSP System's date and time will be used.

VII. CLEARING AND SETTLEMENT OF MOBILE TRANSACTIONS

§ 16

1. Mobile Transactions initiated within the framework of the BLIK Scheme will be cleared in the BLIK System in accordance with provisions of the Agreement on Participation and the Regulations together with appendices to the Regulations.

2. PSP shall perform Clearing in the BLIK System, based on which it initiates the Settlement of Mobile Transactions using the SORBNET3 system operated by NBP.

3. Detailed principles of Clearing and Settlement of Mobile Transactions are set forth in the Regulations together with appendices.

VIII. SUSPENSION AND EXCLUSION OF A PARTICIPANT

§ 17

1. Upon receiving the decision of the KNF (PFSA) or another competent supervisory authority on suspending the activities of a Participant, or in the case of triggering the Settlement guarantee due to lack of sufficient funds in the account of the Issuer or in the case of a persistent breach of provisions of the Agreement on Participation or of the Regulations by a Participant, PSP shall initiate the procedure for excluding the Participant from the BLIK Scheme and the BLIK System.

2. The exclusion procedure will start with suspending the Participant (blocking the account) in the BLIK Scheme and in the BLIK System, which will result in the Participant's inability to execute BLIK Transactions within the framework of the BLIK Scheme and the BLIK System.

3. After one month of the event referred to in Section 1, the Participant will be excluded from the BLIK Scheme and the BLIK System if the Participant fails to effectively implement the steps aimed at restoring or obtaining necessary authorisations, or activities necessary for eliminating the circumstances posing a risk of triggering the Settlement guarantee.

§ 18

1. Based on a written statement on closing the current account of an Issuer with the NBP, provided by the NBP, PSP shall initiate the procedure for excluding the Issuer from the BLIK Scheme and the BLIK System.

2. On the day of closing the current account of the Issuer with the NBP, the Issuer's rights as the Participant of the BLIK Scheme and the BLIK System will be suspended, which means that the account of this Issuer in the PSP System will be blocked for one month. If an Issuer whose account in the PSP System is blocked is an Issuer enabling to submit settlement orders of the Indirect Participant to the BLIK System, the accounts of the cooperating Indirect Participant are automatically blocked in the PSP System.

3. After one month of the event referred to in Section 2, the Issuer will be excluded from the BLIK Scheme and the BLIK System if the Issuer fails to open within this period another clearing account maintained by the NBP. Along with the exclusion of an Issuer enabling settlement orders of an Indirect Participant to be submitted to the BLIK System, the Indirect Participant cooperating with this Issuer shall be excluded unless, within the time limit referred to in the first sentence, the Indirect Participant presents an agreement with another Issuer which is a participant in the SORBNET3 system and has an account with the NBP enabling settlement orders to be transmitted to the BLIK System for settlement.

§ 19

1. If PSP concludes that a Participant has breached the provisions of the Agreement on Participation or the Regulations, PSP shall send a written warning to the Participant.

2. The warning shall describe the irregularities detected and the date set by PSP for eliminating these irregularities by the Participant.

3. If the Participant fails to eliminate the irregularities indicated in the warning within the time limit set, PSP may temporarily suspend the Participant's access to a particular functionality of the BLIK Scheme, temporary suspend the Participant's rights as the Participant of the BLIK Scheme and the BLIK System, or exclude the Participant from the BLIK Scheme and the BLIK System.

4. PSP shall notify all other Participants and the NBP of any decisions taken with respect to the Participant.

5. The previously excluded Participant can be re-instated in the BLIK Scheme and the BLIK System after satisfying the requirements set forth in the Regulations for entities applying for participation in the BLIK System.

6. Exclusion or suspension of a Participant acting as the Issuer shall not result in automatic exclusion or suspension of this Participant acting as the Acquirer.

7. Exclusion or suspension of a Participant acting as the Acquirer shall not result in automatic exclusion or suspension of this Participant acting as the Issuer.

IX. ALERT PROCESSING

§ 20

PSP shall notify Participants, via a dedicated communication channel or by sending a message to the dedicated email address, of the occurrence of significant events in the BLIK Scheme or the BLIK System, and in particular of:

a) generating a clearing report for the Participant;

b) triggering the Settlement guarantee procedure due to the Issuer's failure to provide sufficient funds;

c) high number (more than 3% of the number of BLIK Transactions for the last 30 days, but no fewer than 50) of complaints pertaining to Mobile Transactions for reasons attributable to the Participant;

d) other, referred to the Technical Specification for Participants.

X. TEMPORARY BLOCKING AND INFORMATION OBLIGATION

§ 21

1. PSP shall have the right to temporarily block a Participant from using the services provided within the framework of the BLIK Scheme and the BLIK System, in the case of:

   a) exceeding the response time for the request for Authorisation for all BLIK Transactions forwarded within the last 15 minutes;

b) mass (minimum 50%) refusals in Authorisation responses for reasons not attributable to the User or PSP;

c) detection of inconsistency of the format of messages sent with the Technical Specification for Participants;

d) sending, within the framework of the BLIK Scheme or the BLIK System, unexpected messages with regards to the stage of the BLIK Transaction processing;

e) the Participant's actions posing a threat to the continuity of operations of the BLIK Scheme or the BLIK System;

f) detecting breaches of the security principles of the BLIK Scheme and the BLIK System, set forth by PSP;

g) failure to eliminate the Participant's non-compliance with the requirements set forth in the Agreement and in the Regulations, identified by PSP, within the time limit set by PSP.

2. The Participant shall be unblocked after notifying PSP, via email, of having removed the cause of the problem.

§ 22

In the case of any doubts pertaining to the BLIK Transaction executed within the framework of the BLIK Scheme and the BLIK System, the Participant shall immediately notify PSP, in a manner described in the "Technical Specification for Participants," and shall take steps to explain these doubts.

XI. RULES FOR EXECUTING P2P AND P2P-R TRANSACTIONS

§ 23

1. The process of executing P2P Transactions in the BLIK System is carried out by using the Mobile Accounts database and by internal clearing carried out by the Issuer, or by using SPN or the BLIK System. The general **model of the P2P Transaction** involves the following stages:

   a) P2P Transaction order

   The order for executing a P2P Transaction shall be placed with the Issuer using the Mobile Application or using the communication and information system made available by the Issuer. When placing the order, the User shall identify the Alias assigned previously in the BLIK System to the Mobile Account of the recipient for the purposes of executing the P2P Transaction and the transaction amount.

   b) Obtaining the account number from the Mobile Accounts database

The Issuer, who receives the P2P Transaction order from the User, shall send the inquiry with the Alias received in the order to the Mobile Accounts database. PSP shall provide the Issuer implementing the transfer order with the account number assigned in the Mobile Accounts database to the Alias sent in the inquiry. If the Alias is not included in the Mobile Accounts database, in response the Issuer will receive an error message, and the Issuer shall notify the User, who ordered the execution of the P2P Transaction, of the inability to execute this P2P Transaction.

c) Forwarding the P2P Transaction for execution within the framework of internal clearing carried out by the Issuer, or for clearing in the Instant Transfer System or the BLIK System.

After obtaining the account number from the Mobile Accounts database, the Issuer shall submit this number into the payment order and shall forward the complete transfer prepared in such a way for internal clearing if the Issuer maintains bank accounts of both parties to the transaction; otherwise, the Issuer shall forward the transaction for clearing in the Instant Transfer System or in the BLIK System in accordance with the procedure described in the Technical Specification for Participants. In the case of using Express Elixir, the transfer is forwarded for clearing, while indicating MP2P as the service type.

2. The general model of executing the **P2P-R Transaction** involves the following stages:

a) Sending the transfer request by the User initiating the P2P-R Transaction

By providing, using the Mobile Application, the Alias assigned previously in the BLIK System to the Mobile Account, the User identifies the User to whom the transfer request is addressed. The User requesting the transfer shall specify the amount and optionally the transfer title. The Issuer shall forward the data provided by the User together with the first name, surname and telephone number of the User to the BLIK System. When forwarding the message with the transfer request to the PSP System, in this message, the Issuer includes preferences with respect to the manner of clearing the P2P-R Transaction in accordance with the requirements set forth in the Technical Specification for Participants.

b) Identification of the User being the transfer sender

After receiving from the Issuer, the message – transfer request including details specified in item a above, based on the Alias forwarded in the message with the transfer request, the PSP System shall identify the Mobile Account of the User to whom the transfer request is addressed, and forward the message to the Issuer providing services to this User. If the Mobile Accounts database does not include the Alias corresponding to the data included in the message with the transfer request, in response, the Issuer who forwarded the message with the transfer request will receive from the PSP System an error message, and the Issuer shall notify the User of the inability to forward the transfer request.

c) Acceptance of the transfer request

The Issuer providing services to the User, to whom the transfer request is addressed, will receive from the PSP System a message with the transfer request. The Issuer shall present the transfer request to the User in the Mobile Application, while disclosing the first name and surname of the User - sender of the transfer request, amount and title of the transfer, if specified in the transfer request. If the User accepts the transfer request in the Mobile Application, the Issuer providing services to this User shall send to the PSP System a message notifying of accepting the transfer request, and shall forward the P2P-R Transaction for clearing in the Instant Transfer System or for clearing in the BLIK System.

d) Clearing of P2P-R Transactions

P2P-R Transactions shall be cleared in the Instant Transfer System or in the BLIK System. In the case of using Express Elixir, the transfer is forwarded for clearing, while indicating MP2P as the service type. Regardless of the manner of the transaction clearing, the Issuer providing services to the User who sent the transfer request, shall credit the account of this User immediately after receiving from the PSP System the notification of accepting the transfer request. P2P and P2P-R Transactions can be cleared in the BLIK System only when both Issuers providing services to both Users to whom the transaction pertains, have implemented the technical and organisational solutions specified in the Technical Specification for Participants.

3. In the case of an Issuer being an Indirect Participant, communication with the Express Elixir Systems is carried out via the Issuer cooperating with the Indirect Participant.

XI[1] RULES FOR PERSONAL DATA PROCESSING

§ 23[1]

1. The Participant entrusts PSP with the Processing of Personal Data within the meaning of Article 28 of the GDPR, and PSP undertakes to process such data lawfully, in accordance with the Participation Agreement and the Regulations.
2. The Participant is the data controller within the meaning of Article 4(7) of the GDPR with respect to the Personal Data entrusted to PSP for processing.
3. PSP is the data processor within the meaning of Article 4(8) of the GDPR under the Participation Agreement, which means it processes Personal Data on behalf of the Participant.
4. PSP has the resources, experience, knowledge, and qualified personnel necessary to properly process Personal Data, including the implementation of appropriate technical and organizational measures to ensure that the processing of Personal Data complies with the requirements of the GDPR.
5. PSP undertakes to process Personal Data for the duration of the Participation Agreement.

§ 23[2]

1. PSP may process Personal Data only to the extent and for the purpose specified in the Participation Agreement and the Regulations.
2. The purpose of entrusting the processing of Personal Data is related to the performance by PSP of the activities described in detail in the Participation Agreement, in particular supporting the Authorization of payment transactions, Clearing and Settlement, as well as other activities related to the operation of the BLIK System and the BLIK Scheme.
3. The nature of the entrusted Personal Data Processing consists of operations or sets of operations performed on Personal Data by PSP, as specified in the Card.
4. The subject of the processing is the Personal Data specified in the Card.

§ 23³

1. Before commencing the Processing of Personal Data, PSP shall implement safeguards for Personal Data as referred to in Article 32 of the GDPR, in particular:

   a) taking into account the state of the art, implementation costs, the nature, scope, context, and purposes of processing, as well as the risk of infringement of the rights or freedoms of natural persons of varying likelihood and severity, PSP is obliged to apply technical and organizational measures ensuring the protection of the processed Personal Data to ensure a level of security appropriate to the risk. When assessing whether the level of security is appropriate, PSP shall consider the risks related to the processing, in particular those arising from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise processed. PSP shall appropriately document the application of these measures,

   b) enables the Participant, upon request, to review the technical and organizational measures applied and the related documentation to ensure lawful processing,

   c) ensures that every natural person acting under the authority of PSP who has access to Personal Data processes it only for the purposes defined in the Regulations,

   d) maintains a record of persons authorized to Process Personal Data,

   e) keeps a record of all categories of processing activities carried out on behalf of the Participant, as referred to in Article 30(2) of the GDPR, and makes it available to the Participant upon request, unless PSP is exempt from this obligation under Article 30(5) of the GDPR.

2. Personal Data shall be processed using technical and organizational solutions that ensure:

   a) pseudonymization and encryption of Personal Data,

   b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services,

c) the ability to quickly restore the availability of and access to Personal Data in the event of a physical or technical incident,

d) regular testing, assessment, and evaluation of the effectiveness of technical and organizational measures for ensuring the security of processing.

3. If it is found that the technical and organizational measures in place may be inadequate to address identified threats, PSP shall take actions aimed at appropriately increasing the level of security of Personal Data Processing.

4. PSP shall ensure that persons with access to Personal Data Processing maintain the data and the methods of protection in confidence, with the obligation of confidentiality continuing after the execution of the Participation Agreement and termination of employment with PSP. To this end, PSP shall allow access to Personal Data Processing only to individuals who have signed a confidentiality undertaking concerning Personal Data and the methods of its protection. PSP shall record in the register of authorized persons whether the individual has signed the appropriate confidentiality undertaking.

§ 23[4]

1. PSP undertakes to support the Participant in fulfilling the obligations set out in Articles 32–36 of the GDPR and, in particular, to provide the Participant with information and carry out its instructions regarding the security measures applied to Personal Data and any Personal Data breaches. PSP is obliged to:

a) provide the Participant with information regarding a Personal Data breach within 24 hours of detecting the incident,

b) prepare – within 24 hours of detecting the incident – the information required in the breach notification to the supervisory authority as referred to in Article 33(3) of the GDPR, including at least:

- the date, duration, and location of the breach,
- the nature and scope of the breach, in particular the categories and approximate number of data subjects affected and the categories and approximate number of Personal Data entries concerned, and, if possible, identification of the affected data subjects,
- the IT system in which the breach occurred (if applicable),
- the estimated time needed to remedy the damage
- the nature and scope of the affected Personal Data,
- possible consequences of the breach, particularly for the data subjects,

- measures taken to minimize the impact and proposed preventive and remedial actions,
- contact details of the person who can provide further information,

c) maintain a register of data breaches, including the circumstances of each breach, its effects, and corrective actions taken,

d) modify the scope of information recorded in the breach register at the Participant's request,

e) provide the Participant, upon request and without undue delay, with the documentation referred to in point (c) above,

f) conduct a preliminary analysis of the cause of the breach of data subjects' rights and freedoms and deliver the results to the Participant within 24 hours of detecting the incident,

g) provide the Participant with all necessary information for notifying the data subject, as referred to in Article 34(3) of the GDPR, within 24 hours of detecting the incident,

h) designate responsible persons to take remedial action and coordinate further steps with the Participant,

i) take, without undue delay and prior to receiving instructions from the Participant, all reasonable actions to mitigate and remedy the negative effects of the Personal Data breach,

j) process entrusted Personal Data only within the territory of Poland, in the location specified in the Participation Agreement.

2. If PSP is unable to provide all the information referred to in Section 1(b) at the same time, it shall provide it progressively without undue delay.

3. PSP may not transfer Personal Data processed under the Participation Agreement to a third country (i.e. a country outside the European Economic Area) or to an international organization.

4. PSP undertakes, through appropriate technical and organizational measures, to support the Participant, where possible, in responding to data subject requests regarding the exercise of their rights under Articles 15–22 of the GDPR. In particular, PSP undertakes to:

a) in the event of a request for access under Article 15 GDPR, prepare a report for the Participant within 5 business days, enabling the Participant to provide the data subject with the information required by Article 15(1),

b) in the event of a request for rectification under Article 16 GDPR, record the data subject's request by updating the Personal Data (if such update falls within the scope of the Participation Agreement) and notify the Participant within five (5) business days,

c) in the event of a request for erasure under Article 17 GDPR, forward the request to the Participant without delay and no later than three (3) business days from receipt,

d) in the event of a request for restriction of processing under Article 18 GDPR, forward the request to the Participant without delay and no later than three (3) business days from receipt,

e) in the event of a request for data portability under Article 20 GDPR, export all electronically processed Personal Data concerning the data subject to the Participant within five (5) business days from receipt,

f) in the event of a request to object under Article 21 GDPR, inform the Participant without delay and no later than three (3) business days from receipt,

g) in the event of a request to obtain human intervention or to express a point of view and contest a decision under Article 22 GDPR, forward the request to the Participant without delay and no later than three (3) business days from receipt.

5. PSP undertakes to follow any guidance or recommendations issued by the supervisory authority or EU data protection advisory body concerning Personal Data processing, particularly with regard to the application of the GDPR.

6. PSP shall immediately inform the Participant, no later than within 3 business days of obtaining information, about any proceedings – especially administrative or judicial – concerning the processing of entrusted Personal Data by PSP, any administrative decisions or rulings regarding such processing addressed to PSP, as well as any inspections or audits, particularly those conducted by the supervisory authority.

7. PSP undertakes to provide the Participant, upon request and no later than within three (3) business days, with any information necessary to demonstrate compliance with applicable legal requirements, particularly the GDPR, including information on applied security measures, identified threats, and Personal Data breaches – but only to the extent related to the Participation Agreement and the Personal Data entrusted to PSP under its terms.

§ 23[5]

1. The Participant allows the possibility of subcontracting the processing of entrusted Personal Data to PSP's subcontractors.
2. If PSP intends to subcontract the Processing of Personal Data to its subcontractors, it is obliged to inform the Participant in advance of the intended subcontracting, including the identity

(name) of the entity to whom the processing is to be subcontracted, as well as the nature of the subcontracting, the scope of Personal Data, and the duration of the subcontracting. Unless the Participant objects to the subcontracting within 7 days from the date of notification, PSP shall be entitled to proceed with the subcontracting.

3. In the event of subcontracting the Processing of Personal Data, such subcontracting shall be based on an agreement under which the subcontractor (sub-processor) undertakes to fulfil the same obligations as those imposed on PSP.
4. The Participant shall have the rights arising from the subcontracting agreement directly against the subcontractor (sub-processor). PSP shall inform the Participant of the termination of the subcontracting agreement within 3 days of such event.
5. PSP shall ensure that the subcontractors (sub-processors) entrusted with the Processing of Personal Data apply a level of protection for Personal Data that is at least equivalent to that of PSP.
6. If the subcontractors (sub-processors) entrusted with the Processing of Personal Data fail to fulfil their data protection obligations, full responsibility for the fulfilment of those obligations shall rest with PSP.

§ 23[6]

1. The Participant is entitled to verify PSP's compliance with the rules for the Processing of Personal Data under the GDPR by requesting any information related to the entrusted Personal Data, including information on the location of the data processing by PSP.
2. The Participant has the right to carry out audits or inspections of PSP concerning the compliance of processing operations with the law and the Regulations. Such audits or inspections may be conducted by third parties authorized by the Participant.
3. The Participant is required to notify PSP of a planned audit at least seven (7) business days prior to its commencement.
4. The audit shall be conducted by an employee authorized by the Participant or by an auditor authorized by the Participant. The authorized employee or auditor has the right to:
   a) access all documents and information directly related to the entrusted Processing of Personal Data,
   b) inspect devices, media, and IT or ICT systems used for the Processing of Personal Data,
   c) obtain written or oral explanations as necessary to determine the facts.
5. After completing the audit, the authorized employee or the authorized third party shall present the audit findings to PSP, and PSP shall be obliged to rectify any irregularities identified by the audit.
6. PSP shall immediately notify the Participant in writing if it believes that an instruction constitutes a breach of the GDPR or other data protection laws.

§ 23[7]

1. PSP shall be liable for any damage suffered by the Participant or third parties resulting from the Processing of Personal Data by PSP in violation of the Regulations.
2. If the Participant suffers any material or non-material damage (particularly related to the imposition of an administrative fine, compensation, or damages) due to the Processing of Personal Data in breach of the Regulations, PSP shall be obliged to cover such damage in full, unless PSP acted in accordance with the Participant's instructions or bears no fault for the event that caused the damage.

§ 23[8]

1. Upon completion of services related to the Processing of Personal Data, PSP shall, depending on the Participant's decision, either delete or return all Personal Data and delete all existing copies without delay, no later than within thirty (30) days, unless otherwise agreed in writing by PSP and the Participant.
2. After deleting or returning all Personal Data and copies thereof to the Participant, PSP and the Participant shall sign a protocol.
3. PSP shall provide the Participant with the destruction or deletion protocol within five (5) business days from the termination or expiration of the Participation Agreement or from the loss of the right to Process Personal Data before the termination or expiration of the Participation Agreement. The protocol shall indicate the method of deletion of the Personal Data and any copies thereof.
4. In the event of a restriction in the scope of entrusted processing by the Participant, the provisions of this paragraph concerning the termination of data processing shall apply accordingly to the Personal Data that, as a result of the restriction, may no longer be processed by PSP.

XII. DATA ARCHIVING AND REPORTING

§ 24

1. PSP shall keep details of all BLIK Transactions executed using the PSP System in its archives for the period referred to in Section 2.

2. After 6 (six) years from the end of the calendar year of executing the BLIK Transaction using the BLIK System, PSP shall immediately erase the archived data in a manner preventing their recovery.

3. Complaints and inquiries notified by Participants in the Ticketing System, via electronic mail or another communication system will be archived and kept for 6 years from the end of the calendar year in which the complaint or the inquiry was closed, and then will be erased in a manner preventing their recovery.

4. PSP shall forward to the NBP or other institutions authorised to request information related to the functioning of the BLIK Scheme and the BLIK System reporting and statistical information pertaining to executed BLIK Transactions, including unauthorised BLIK Transactions, in accordance with applicable legal regulations.

5. Participants shall be obliged to forward to PSP information necessary to fulfil reporting or statistical obligations specified in Section 4 above.

§ 25

1. PSP, at the request of the Participant, shall provide data of BLIK Transactions or complaints referred to in § 24, in keeping with the principles set forth in the Technical Specification for Participants.

2. Data referred to in Section 1 shall be made available to Participants, except for situations where the request:

   a) was submitted by an unauthorised person;

   b) pertains to data after their archiving period;

   c) does not include information allowing the explicit identification of the Mobile Transaction or the complaint.

§ 26

1. At the request of authorised control authorities, PSP shall make available source data of BLIK Transactions executed within the framework of the BLIK Scheme and the BLIK System.

2. PSP can prepare and provide to Participants statistics of all BLIK Transactions, including Mobile Transactions and P2P Transaction, in an aggregated form and within the scope permitted by law.

XIII. FINAL PROVISIONS

§ 27

1. PSP will, unilaterally and independently, determine the amount of fees due to Issuers and Acquirers for the execution of Mobile Transactions within the framework of the BLIK Scheme, and clearing thereof in the BLIK System. The fees referred to in the previous sentence will be charged by PSP as part of Clearing made for each Mobile Transaction.

2. PSP shall be fully free to determine the amount of fees due to Issuers and Acquirers, change these fees, as well as differentiate these fees depending on the type of Mobile Transactions, based on justified, objective and verifiable criteria.

3. PSP shall unilaterally determine the amount of fees due to PSP from Participants in relation to PSP services provided to Participants. The price list specifying the amount of fees and other costs related to participation in the BLIK System constitutes an integral part of the Regulations.

4. PSP shall be the only entity managing the Mark. Based on rights granted under the licence, PSP and Participants shall use the mark for the purposes of marking points accepting or executing BLIK Transactions, for the purposes of marking services offered within the framework of the BLIK Scheme, and for promoting the BLIK Scheme and the BLIK System. PSP shall grant authorisations to affix the Mark to services that make available BLIK Transactions and functionalities provided by PSP and implemented by the Issuer.

5. Participants shall implement and make available to Users or other Participants services and functionalities specified in Appendix no. 5 to the Regulations – "Functionality Table", marked as obligatory for the particular participation category.

6. Provisions of the Regulations can be amended by PSP unilaterally, whereas such amendments shall be effective subject to notifying Participants of amendments sufficiently in advance, while ensuring a two-month period for adjustment. PSP shall unilaterally amend provisions of the Regulations in each case taking into account applicable legal regulations and provisions of the Agreement on Participation.

7. Provisions of amended Regulations can be binding on the Participant and PSP before the expiry of the two-month adjustment period if the amendment to the Regulations refers to Participant's rights that are not in conflict with the rights of other Participants. Binding the Participant and PSP with the amended version of the Regulations as specified in the previous sentence shall require concluding an appropriate appendix to the Agreement on Participation.

8. Concluding the Agreement on Participation with PSP shall result in automatic inclusion of the Participant in the BLIK Payment Scheme and the BLIK Payment System, regardless of the date of concluding the Agreement.

9. PSP shall make available a new service or functionality to the Participant:

   a) based on the Regulations;

   b) based on an Annex to the Agreement on Participation; or

   c) based on a parameterisation form correctly filled in by the Participant and submitted to PSP if PSP makes available the relevant form and notifies Participants of the possibility of making available a new service or functionality using this form.

10. If the Participant wants to enable entities operating other payment schemes or other payments systems to execute or make available BLIK Transactions, the entity operating the payment scheme or the payment system needs to conclude beforehand with PSP an agreement specifying cooperation principles. Coming into force of this agreement may depend on issuing relevant authorisations or consents required by generally applicable legal regulations. PSP concludes the aforementioned agreements in keeping with principles set forth in Article 353^1 of the Civil Code.

11. Participants of the BLIK Payment Scheme and BLIK Payment System can participate in other payment systems or payment schemes.

12. Matters not regulated herein shall be governed by provisions of the Agreement on Participation and the Regulations, and appropriate provisions of general law.

PART B: REGULATIONS FOR THE BLIK PAYMENTS SYSTEM

§ 28

1. The BLIK payment system is a payment system within the meaning of the Act of 24 August 2001 on the settlement finality in payment and securities settlement systems and the rules for monitoring these systems, operated by Polski Standard Płatności S.A. as an operator of this payment system, closely linked with the BLIK Payment Scheme being a payment scheme within the meaning of the Act of 19 August 2011 on payment services, operated by Polski Standard Płatności S.A. as a payment organisation.

2. This document sets forth the principles of the functioning of the BLIK Payment System, and in particular, the principles for clearing and settlement in the BLIK System.

3. Capitalised terms used in this document, which are not defined separately herein, shall have the meaning defined in Part A – Regulations for the BLIK Payment Scheme. Participants of the BLIK System are Participants of the BLIK Scheme who concluded a binding Agreement on Participation with PSP.

§ 29

1. Mobile Transactions initiated and processed in the BLIK Scheme in accordance with the provisions of the Agreement on Participation and the Regulations for the BLIK Payment Scheme shall be subject to Clearing in the BLIK System.

2. Registration of the information about the positive result of the Mobile Transaction Authorisation sent by the Issuer in the PSP System is the moment of submitting the settlement order into the BLIK System.

3. Registration of the information about the positive result of the Mobile Transaction Authorisation sent by the Issuer, who is an Indirect Participant, in the PSP System, constitutes submitting the settlement order into the BLIK System by a direct Participant cooperating with the Indirect Participant.

4. The settlement order cannot be revoked from the moment referred to in Section 2 above.

5. The Mobile Transaction clearing module of the BLIK System generates data sets for Clearing, covering Mobile Transactions authorised in the BLIK Scheme during the particular PSP Clearing Session, except for BLIK-C Transactions being returns received from the Cooperating Scheme that are subject to clearing in accordance with the procedure described in Section 13.

6. The schedule of PSP Settlement Sessions and PSP Clearing Sessions is defined in the Operational Procedure for Participants – Processing of Mobile Transactions Clearing and Settlement.

7. Mobile Transactions authorised in the BLIK Scheme on statutory holidays shall be included in the PSP Settlement Session subject to processing on the first business day following the statutory holiday (or holidays), except for BLIK-C Transactions being returns received from the Cooperating Scheme that are subject to clearing in accordance with the procedure described in Section 13.

8. Mobile Transactions are cleared in net amounts, taking into account fees due to Issuers, Cooperating Scheme and Acquirers. The amounts of the fees referred to in the previous sentence are determined in Appendix no. 2 to the Regulations.

9. PSP shall generate and make available to Participants clearing and reconciliation files including all Mobile Transactions qualifying for the particular PSP Clearing Session, pertaining to the Participant.

10. The clearing and reconciliation files shall be made available immediately after the end of the PSP Clearing Session.

11. The Participant shall verify the data included in the clearing and reconciliation files and shall immediately report any irregularities to PSP in the manner specified in the Operational Procedure for Participants – Processing of Mobile Transactions Clearing and Settlement.

12. Immediately after receiving the information on irregularities, PSP shall implement steps aimed at clarifying the situation, and if necessary, it shall generate again and make available to Participants the clearing and reconciliation files.

13. BLIK-C Transactions being returns shall be qualified for the PSP Clearing Session after receiving from the Cooperating Scheme information on forwarding these transactions for clearing in the Cooperating Scheme.

§ 30

1. The schedule of Clearing and Settlement events is presented in the Operational Procedure for Participants – Processing of Mobile Transactions Clearing and Settlement.

2. The schedule referred to in Section 1 shall be adjusted to the requirements specified in the NBP documentation concerning the SORBNET3 system.

§ 31

1. Settlement shall be performed using the SORBNET3 system operated by NBP, to which the BLIK Payment System is connected as an external system.

2. A Settlement Entity participating in Mobile Transaction Settlements in the SORBNET3 system on behalf of another Participant in the BLIK System, after completing the Settlement, ensures

that the Participant's Account is credited with the amount due to that Participant in accordance with their Settlement Position.

3. Settlement orders submitted in the SORBNET3 system by Participants of the BLIK System through PSP shall have the effect as the settlement order within the meaning of Article 1 point 12 of the Act of 24 August on settlement finality in payment and securities settlement systems and the rules for monitoring these systems.

4. Settlement is carried out within one business day, subject to cases where settlement is performed as part of bilateral clearing between Participants, in accordance with the Operational Procedure for Participants – Settlement Guarantee Processing.

5. Settlement in the SORBNET3 system shall be carried out from Monday to Friday, excluding statutory holidays in the territory of the Republic of Poland. Mobile Transactions shall be processed during the hours specified in the schedule of Mobile Transaction Settlements set out in the Operational Procedure for Participants – Processing of Mobile Transactions Clearing and Settlement.

6. Settlement shall be carried out in the bilateral model, using the PSP Auxiliary Account at NBP.

7. Data for the purposes of Settlement forwarded by the BLIK System shall include information on liabilities of each of the Issuers to the BLIK System and receivables of each of the Acquirers and Cooperating Schemes due from the BLIK System, taking into account fees due to Issuers, Cooperating Scheme and Acquirers. Liabilities of the Issuer enabling settlement orders of Indirect Participants to be submitted to the BLIK System also include the liabilities of these Indirect Participants. In the case of Acquirers being Secured Acquirers, the data for the purposes of Settlement forwarded by the BLIK System shall include information on the liabilities of Secured Acquirers to the BLIK System or information on the receivables of Secured Acquirers due from the BLIK System, taking into account fees due to Issuers and Acquirers.

8. Based on the settlement data generated by the PSP System, PSP shall submit payment orders to the SORBNET3 system covering the Issuer’s liabilities towards the BLIK System (a single net liability amount which, in the case of an Issuer enabling the submission of settlement orders by Indirect Participants to the BLIK System, also includes the liabilities of those Indirect Participants). In the case of an Issuer acting as a Securing Issuer, the payment orders shall accordingly cover the liabilities of Secured Acquirers towards the BLIK System (a single net liability amount). Within the same session, individual payment orders from the PSP Auxiliary Account shall credit the accounts of Acquirers, including Secured Acquirers, as well as the account of the Cooperating Scheme.

9. Settlement shall take place during a single run of Mobile Transaction Settlements in the SORBNET3 system.

10. The balance of the PSP Auxiliary Account before and after the Mobile Transaction Settlements will be PLN 0.00.

11. In the event that a Settlement guarantee is triggered due to insufficient funds on the Issuer's account at the NBP during the primary run or the first backup run (initiated due to technical errors in the primary run and the withdrawal of at least one order related to the BLIK System from the SORBNET3 system), all remaining orders generated by the BLIK System shall also be withdrawn, and settlement during the primary or first backup run of Mobile Transaction Settlements in SORBNET3 shall not be completed. Simultaneously, PSP shall block the account of the Issuer within the PSP System if the Issuer failed to ensure sufficient funds in its NBP account during the relevant run, resulting in the Issuer's inability to continue processing Mobile Transactions in the BLIK System. In the case of blocking the account of the Issuer being the Securing Issuer in the PSP System, the accounts of Secured Acquirers for whom the blocked Securing Issuer keeps accounts for the purposes of processing Mobile Transactions submitted into the BLIK System by these Secured Acquirers, will be automatically blocked in the PSP System, as a result of which these Secured Acquirers will be unable to submit Mobile Transactions into the BLIK System. In the case of blocking, in the PSP System, the account of the Issuer enabling submission of settlements orders of Indirect Participants to the BLIK System, the accounts of Indirect Participants, for whom the Issuer keeps accounts for the purposes of processing Mobile Transactions submitted into the BLIK Mobile Payments System by these Indirect Participants, will be automatically blocked. PSP shall immediately notify the NBP of blocking the account of the Participant in the PSP System and of triggering the Settlement guarantee procedure.

12. Within the BLIK System, Participants being Issuers, including the Participants being Securing Issuers or Issuers enabling settlement orders of Indirect Participants to be submitted to the BLIK System, shall guarantee making available funds in the amount necessary for the purposes of Settlement if any of the Issuers, including the Issuer being the Securing Issuer or the Issuer enabling settlement orders of the Indirect Participant to be submitted to the BLIK System, does not have sufficient funds for the purposes of Settlement.

13. For the purpose of Settlement during the first or second backup run of Mobile Transaction Settlements in SORBNET3, PSP shall reprepare the settlement data by increasing the liabilities of the remaining Issuers to cover the shortfall of any Issuer that failed to fulfil its obligations, in accordance with the rules and formula set out in the "Operational Procedure for Participants – Settlement Guarantee Processing" and shall submit new payment orders to the SORBNET3 system.

14. If any of the Issuers responsible for covering the liabilities of another Issuer(s) fails to provide funds to cover those liabilities within the framework of the Settlement during the second session of Mobile Transaction Settlements in the first backup run in SORBNET3 (carried out due to the failure of any Participant to provide sufficient funds during the primary run), or within the framework of Mobile Transaction Settlements during the second backup run

(carried out due to technical errors in the primary or first backup run, or due to the failure of any Participant to provide sufficient funds in the first backup run initiated because of technical errors in the primary run), the Mobile Transaction will not be subject to Settlement. In such case, direct bilateral clearing between Issuers and Acquirers and the Cooperating Scheme shall take place, of which the NBP will be informed. PSP shall prepare individual reports constituting payment orders, based on which Issuers shall conduct bilateral clearing with other Participants. In the event of initiating the bilateral clearing process, Issuers shall make, in accordance with PSP orders, transfers in the SORBNET3 system, in the amounts and to the Acquirers, including Secured Acquirers, or to the Cooperating Scheme, or to other Issuers, whose Users executed Mobile Transactions submitted into the BLIK System by Secured Acquirers, or to make, in accordance with PSP orders, clearing in accounts kept by these Issuers as Securing Issuers for Secured Acquirers. The Issuer enabling to submit Indirect Participant's settlement orders to the BLIK System shall make clearing in accounts kept by this Issuer for Indirect Participants.

15. The Issuer who failed to ensure sufficient funds, including the Securing Issuer or the Issuer enabling settlement orders of an Indirect Participant to be submitted to the BLIK System, undertakes to immediately reimburse other Issuers, including Securing Issuers and Issuers enabling settlement orders of Indirect Participants to be submitted to the BLIK System, for the equivalent of all amounts paid by these Issuers, plus statutory interest.

16. Detailed rules for using the Settlement Guarantee are set forth in the Operational Procedure for Participants – "Settlement Guarantee Processing."

§ 32

1. In the event of any discrepancy between the provisions of the Participation Agreement and the Regulations, the provisions of the Regulations shall prevail.
2. Matters not regulated herein shall be governed by provisions of the Agreement on Participation and the Regulations for the BLIK Payment Scheme, and appropriate provisions of universal law.

LIST OF APPENDICES TO
THE BLIK MOBILE PAYMENTS SYSTEM REGULATIONS

1. **Appendix no. 1 – Price Lists of the BLIK Payment System**

   a) Price List of the BLIK Payment System – Issuer
   b) Price List of the BLIK Payment System – Acquirer

2. **Appendix no. 2 – Fees Due to Issuers and Acquirers**

3. **Appendix no. 3 – Technical Specification for Participants (TSfP)**

4. **Appendix no. 4 – Operational Procedure for Participants (OPfP)**

   a) OPfP – Settlement Guarantee Processing
   b) OPfP – Processing of Mobile Transactions Clearing and Settlement
   c) OPfP – Processing of Inquiries and Complaints Concerning Mobile Payments
   d) OPfP – Processing of the Acquirer's Reversed Position
   e) OPfP – Fraudulent Transactions Risk Monitoring

5. **Appendix no. 5 – Functionality Table**

6. **Appendix no. 6 – Card**