

RULES AND REGULATIONS FOR ISSUING AND USING DINERS CLUB CLASSIC PRIVATE CARDS

The Rules and Regulations for Issuing and Using Diners Club Classic Private Cards cover the rules for the issuance and the use of the Diners Club classic private payment card, the settlement of Transactions made with the Card and the collection of charges and commission fees related thereto.

1. Definitions

In these Rules and Regulations and in the Agreement, all capitalised terms shall mean the following:

DC – Diners Club Polska Sp. z o.o. seated in Warsaw, at ul. Senatorska 12.

Diners Club – Diners Club International Ltd. and local Diners Club offices (excluding DC).

Card – a Main and an Add-on classic payment card issued by DC, to be used for the purposes specified in these Rules and Regulations, with a validity period until the last day of the month specified on its face.

Add-on Card – a Card issued to a Card User under the Agreement upon a separate Application signed jointly by the Cardmember and the Card User. The Add-on Card bears the identification data of the User.

Main Card – the Card issued to the Cardmember under the Agreement.

Card Account – a record account maintained by DC on which the obligations of the Cardmember and the Card User towards DC are recorded.

Spending Limit – the amount of money granted by DC up to which the Cardmember and the Card User may make Transactions with the Card within the Settlement Period.

Cash Withdrawal Limit – the Cash Withdrawal Limit is specified in the PIN code application sent with the Card. The Cash Withdrawal Limit is part of the Spending Limit.

Settlement Period – a cyclic period from the first until the last day of a month after the end of which the Transactions made with the Card are settled.

Transactions – cash withdrawal or payment with the Card.

Annual Fee – a fee for the Card, charged in advance for every year of Card validity. The first Annual Fee is charged immediately upon Card issuance.

Diners Club Partner – an entrepreneur cooperating with DC and/or Diners Club whose premises are labelled with the Diners Club logo.

PIN – a personal identification number in the form of a four-digit code known only to the Cardmember/Card User. The PIN and the data on the Card are used for electronic identification when the Card is used with devices that require a PIN code.

Cardmember – a natural person to whom the Main Card has been issued under the Agreement, who on his/her behalf and in his/her own favour makes Transactions specified in the Agreement and in the Rules and Regulations.

Diners Club Reward Programme – a points collection programme which Cardmembers may participate in.

Rules and Regulations – Rules and Regulations for Issuing and Using Diners Club Classic Private Cards.

Table of Fees and Charges – a table that specifies the fees and charges for the operations related to the use of the Card. The Table of Fees and Charges constitutes an integral part of the Rules and Regulations. It is provided to the Applicant together with the Application and available at www.dinersclub.pl.

Agreement – an agreement for issuing and using the Card concluded between DC and the Cardmember or between DC and the Cardmember and the Card User. The Agreement is concluded when DC signs the Application submitted by the Applicant.

e-Account Service – access to the Card Account and Statements via www.dinersclub.pl.

Card User – a natural person to whom an Add-on Card has been issued under the Agreement, authorised by the Cardmember to make Transactions specified in the Agreement and in the Rules and Regulations on the Cardmember's behalf and in the Cardmember's favour.

Application – an application for the issuance of the Card, whose verso contains these Rules and Regulations, completed and signed by the Applicant. In the case of an Add-on Card Application, the Application must be signed by the Cardmember and the Applicant.

Applicant – a natural person applying for the issuance of the Card by submitting an Application. Upon the conclusion of the Agreement, the Applicant becomes a Cardmember or a Card User.

Statement – a summary of Transactions made with the Card within the Settlement Period and of related charges and commission fees which specifies the balance of Card debt.

2. Issuance of the Card

1. Within 14 days from the date of the receipt of the Application, DC shall notify the Cardmember, or the Card User in the case of an Add-on Card, in writing or by phone of the issuance or of the refusal to issue the Card.
2. The Card shall be issued upon the conclusion of the Agreement. The Main Card shall be issued in the Cardmember's name, whereas the Add-on Card shall be issued in the Card User's name. The Cardmember/Card User agrees to have his/her name and surname transcribed in English.
3. When the Card is issued, it shall be delivered to the Cardmember's correspondence address specified in the Agreement.
4. Information on the granted Spending Limit and the applicable dates of the settlement of obligations shall be sent with the Card and shall be binding for the Cardmember.
5. The Cardmember/Card User shall be obliged to sign the Card immediately upon receipt. The signature on the Card should be compliant with the signature put on the transaction document from the Diners Club Partner.
6. The Card shall be owned by DC.

3. Use of the Card

1. The Card shall entitle the Cardmember/Card User to make Transactions with all Diners Club Partners.
2. The Cardmember/Card User shall be entitled to:
 - a. Make Transactions with the Card when purchasing any goods and services from Diners Club Partners worldwide, up to the set Spending Limit, upon the presentation of the Card and signing of a transaction document or upon quoting the necessary Card data (e.g. mail order, telephone ordering, Internet order). With his/her signature, the Cardmember/Card User shall confirm that he/she has received the goods and services in accordance with the amount specified on the transaction document. Diners Club Partners may request additional identification (e.g. passport or personal identity card).
 - b. Withdraw cash from ATMs labelled with the Diners Club logo with the use of the PIN code and at Diners Club-authorised banks labelled with the Diners Club logo. The Cash Withdrawal Limit in a 7-day cycle may vary depending on the regulations applicable at the place of such a withdrawal.
3. DC shall have the right to refuse authorisation for a Transaction and may temporarily block the Card if the Transaction value would cause an overdraft of the Spending Limit or if there is a suspicion that the Card may be used by unauthorised persons. In such a case, DC shall be obliged to notify the Cardmember/Card User thereof immediately.
4. DC shall have the right to decrease the Spending Limit set for the Card without the Cardmember's assent when the due payments resulting from the use of the Card are delayed, with respect, however, to the obligation of immediate notice to the Cardmember of the introduced modifications.
5. The Main Card and the Add-on Card shall share the same Spending Limit.
6. The Card is not transferable to any third party, and should be used only by the Cardmember or the Card User.
7. DC shall be obliged to execute the instructions of the Cardmember/Card User within the period of 14 days from the date of their receipt.
8. The Cardmember may apply to DC in writing to change the Spending Limit.
9. The Cardmember may join the Diners Club Reward Programme by completing a Programme application. The Diners Club Reward Programme application is sent with the Card and available at www.dinersclub.pl.

4. Withdrawal and dissolution of the Agreement

1. The Cardmember/Card User may dissolve the Agreement, without stating the reason, within 14 days from the receipt of the first Card provided that no Transactions have been made with the Card. In such cases, DC shall undertake to return the Annual Fee less the Card production and delivery costs if such a fee has been charged. In the case of the Agreement dissolution by the Cardmember/Card User, the provisions of the Rules and Regulations in Sections 4.8 and 4.9 shall apply.
2. The Agreement is dissolved when:
 - the Cardmember terminates the Agreement,
 - DC terminates the Agreement,
 - the Cardmember dies.
3. The Add-on Card Agreement is dissolved when:
 - the Cardmember terminates the Add-on Card Agreement,
 - the Card User terminates the Add-on Card Agreement,
 - the Agreement is terminated,
 - the Card User dies.
4. The Cardmember/Card User may terminate the Agreement (Add-on Card Agreement in the case of the Card User) without stating the reasons. If the Agreement is terminated 45 days before the last day of the month that ends the first or the following year of the Card validity, the Card shall not be charged with an Annual Fee. If the said notice period is not respected, the Card may be charged with an Annual Fee.
5. DC may terminate the Agreement for important reasons, and in particular when the Cardmember/Card User breaches the provisions of the Agreement or of the Rules and Regulations.
6. The termination of the Agreement shall not affect the obligation to settle all financial commitments resulting from the use of the Cards issued under the Agreement and in accordance with these Rules and Regulations.
7. The notice period shall be 7 days from the date of the termination notice delivery unless the Cardmember/Card User specifies a different notice period.
8. If the Agreement is terminated or withdrawn from, the Cardmember shall be obliged to return to DC the Main Card issued under the Agreement until the last day of the notice period at the latest and if the Agreement is withdrawn from – then at the moment of withdrawal. If the Agreement is terminated or the Add-on Card Agreement is withdrawn from by the Cardmember/Card User, the Cardmember shall be obliged to return all the Add-on Cards issued under the Agreement.

- 4.9. If the Cardmember does not fulfil the obligation to return the Cards in accordance with Section 4.8, the Cardmember shall be held responsible for the Transactions made with them, in accordance with the principles set forth in the Agreement and the Rules and Regulations.
- 4.10. The termination of the Agreement shall not affect the obligation to settle all financial commitments resulting from the use of the Cards issued under the Agreement and in accordance with these Rules and Regulations.
- 4.11. Diners Club and Diners Club Partners, on behalf of DC, shall be authorised to seize a cancelled Card for DC.

5. Settlement of Transactions made with the Card

1. Transactions made with the (Main and Add-on) Card within the Settlement Period shall be debited against the Main Card Account. All dues shall be settled by the Cardmember by a bank transfer to the DC account specified in the Statement within the period as set forth in the Statement. The Cardmember/Card User shall be deemed to acknowledge the payments listed in the Statement if no objection thereto is raised by the Cardmember/Card User within 30 days from the date of the Statement.
2. The Card Account shall be debited with commission fees and charges. The charges and commissions charged by DC shall be set forth in the current Table of Fees and Charges. DC shall reserve for itself the right to modify the amounts of charges and commission fees charged, and such a modification shall not be considered as an amendment to the terms and conditions of the Agreement. The terms of acceptance or rejection of the amendments are given in Section 10.2 hereof.
3. Transactions made in foreign currencies shall be converted at the exchange rate used by the local Diners Club office on the date of the settlement of such a Transaction. The Statement shall show the amount of the Transaction in the currency in which it was made and in PLN.
4. In the event of the Cardmember failing to fulfil his/her obligations on time, DC shall be entitled to debit the Card Account with interest for late payments charged at a maximum allowed rate, in accordance with the relevant applicable laws.
5. DC shall not be liable for the failure to settle a Transaction within a certain Settlement Period if a Diners Club Partner fails to inform DC of the Transaction. Such Transactions shall be accounted for in subsequent Settlement Periods.

6. Liability

1. DC shall only be liable for its own acts and omissions. DC shall not be responsible for the acts and omissions of any other natural or legal persons and in particular for any refusal to accept payment with the Card by a Diners Club Partner.
2. The Cardmember shall be liable for the obligations resulting from the Agreement, and in particular for regular and timely settlement of dues in accordance with the Statements, including the Card User's dues.
3. The Cardmember/Card User shall be obliged to clarify any possible complaints against goods and services (especially related to the warranty for faults) directly with a relevant Diners Club Partner. The undertaking of such actions shall not exempt the Cardmember from timely payment of any dues in accordance with Section 5.1 hereof.
4. If the Cardmember does not receive the Card within 7 working days from the receipt of a Card issuance notification, the Cardmember shall be obliged to notify DC thereof. If the Card was sent to the Cardmember's address, DC shall block the Card and issue a replacement card.

7. Financial claims

1. In the event of any discrepancies in the Statement received from DC, the Cardmember (the Card User in the case of an Add-on Card) shall have the right to make a financial complaint within 30 days from the date of the Statement.
2. Following a preliminary examination of the financial complaint, DC shall return the claimed amount to the Card Account in the form of a correction entry in a subsequent Statement.
3. If the complaint procedure has been terminated and the complaint has not been acknowledged, DC shall debit the Card Account with the previously credited amount in the form of a correction entry in a subsequent Statement.
4. DC shall be obliged to inform the Cardmember/Card User in writing (e-mail, fax, letter) or by phone of the complaint status within 90 days from the receipt thereof at the latest.

8. Care for the Card and the PIN Code

The Cardmember/Card User shall be obliged to keep his/her Card, its number and PIN code safe. The PIN code should be kept separate from the Card. The Cardmember/Card User shall undertake to protect the Card, the PIN code and the Card number from third parties, excluding situations referred to in Section 3.2a.

9. Misuse of the Card

1. In the case of loss, theft or any other forfeiture of the Card, the Cardmember/Card User shall be obliged to report it immediately to DC or to the nearest Diners Club office. DC shall cancel the Card immediately after receiving such a notification.
2. In the event of misuse of the Card by any third party as a result of loss of the Card (misuse of the Card), the Cardmember shall be exempt from any financial liability if the notification has been made within 48 hours from the loss of the Card. However, if the notification takes place after the abovementioned period, the liability of the Cardmember shall be limited to an equivalent of USD 50 for the misused Main Card and misused Add-on Cards accompanying the Main Card.
3. The amount of USD 50 the Cardmember is charged with in accordance with Section 9.2 hereof shall be converted at the Buy Rate of the National Bank of Poland on the day that DC debits the Card Account.
4. The limitations of the Cardmember's liability referred to in Section 9.2 shall not apply to the Transactions made in the fault of the Cardmember/Card User, and in particular if he/she has not fulfilled his/her obligations, e.g. he/she has rendered the PIN code or the Card accessible to third parties.
5. DC shall be entitled to inform Diners Club Partners of the number of the lost Card and the cancellation thereof. All Diners Club Partners are obliged to seize the cancelled Card on behalf of DC. The cancelled Card may not be reused after its recovery.

10. Agreement period and amendments

1. The Agreement shall be concluded for the period of the Card validity, until the last day of the month embossed on its face. After the validity period lapses, the Agreement shall be prolonged for another and subsequent periods provided that before the 45th day to the termination date of the Agreement DC does not receive a written Agreement termination notice from the Cardmember/Card User and provided that DC does not submit such a notice. The clause contained hereinabove shall be applied directly to all the following prolongations of the Agreement period.
2. Any amendments to the Rules and Regulations and/or the Table of Fees and Charges during the period of the Agreement shall be delivered to the Cardmember/Card User in print, with the date of their entry into force, with 3 subsequent Statements starting from the month in which DC introduces amendments to the Rules and Regulations and/or the Table of Fees and Charges, and published at www.dinersclub.pl. The Cardmember/Card User who submitted a waiver of mailed Statements in line with the procedure set forth in Section 11 hereof and uses the e-Account Service shall receive the amendments to the Rules and Regulations and/or the Table of Fees and Charges in print, with the date of their entry into force, with 3 subsequent letters starting from the month in which DC introduces amendments to the Rules and Regulations and/or the Table of Fees and Charges. In both cases, the amendments shall be deemed binding provided the Cardmember/Card User does not terminate the Agreement within one month from the amendments having been sent for the last time. The return of the Card to DC within one month from the date of the last mailing of the amendments to the Rules and Regulations and/or the Table of Fees and Charges shall be equal to Agreement termination by the Cardmember/Card User. Any Transaction made with the Card after one month from the date of the last mailing of the amendments shall mean the acceptance of the amendments by the Cardmember/Card User.

11. Correspondence

The Statements and any correspondence related to the Agreement and the Rules and Regulations shall be sent to the mailing address specified in the Agreement or to any other last address notified by the Cardmember/Card User. The Cardmember/Card User may waive mailed Statements and exchange them into a registration for the e-Account Service and thus gain access to Card balance information via the Internet. The Cardmember/Card User should send his/her waiver of mailed Statements to DC by e-mail at: customer.services@dinersclub.pl. The Cardmember/Card User shall gain access to Internet Statements immediately upon his/her registration in the e-Account Service.

12. Protection and exchange of information

1. The personal data related to the Cardmember and Card User shall be processed by DC in line with the consent granted in the Application and shall be subject to protection in accordance with the provisions of the Polish Personal Data Protection Act.
2. The personal data of the Cardmember/Card User may be transferred to other entities involved in card transactions to the extent necessary to operate the Card.
3. DC shall reserve the right to transfer information on the Cardmember's credit rating which the Cardmember has obtained in connection with the issuance and the use of the Card, to banks and other entities entitled to hold such information.

13. Final provisions

1. The Agreement shall be governed by the Polish law. Any and all disputes resulting from or related to the Agreement shall be settled by the common court having jurisdiction over the seat of DC unless the mandatory legal provisions set a different mode and procedure for the settlement of disputes.
2. These Rules and Regulations have been drawn up in Polish and English versions. In the case of any discrepancies between the Polish and English versions, the Polish version shall prevail.

The Polish version of the Application Form is available at www.dinersclub.pl

Warsaw, January 2009