



## RULES AND REGULATIONS FOR ISSUING AND USING DINERS CLUB ROAD ACCOUNT

The Rules and Regulations for Issuing and Using Diners Club Road Account cover the rules for the issuance, the use and the settlement of Transactions made with the Road Account 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).

**Roads and Motorways** – roads and motorways in countries with statutory road charges including all the fees and commissions charged by the relevant Diners Club Partner in connection with the acceptance services provided for DC cards.

**Company** – an entrepreneur who concluded the Diners Club Corporate Cards Programme Agreement with DC and applies for the issuance of a Road Account.

**Card Account** – a record account maintained by DC on which the obligations of the Holder towards DC are recorded.

**Spending Limit** – the amount of money granted by DC up to which the Holder may make Transactions with the Road Account within the Settlement Period.

**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 Road Account are settled.

**Transactions** – remote payment for using roads and motorways, made with the Road Account.

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

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

**Holder** – a Company which in its own name and in its own favour makes Transactions specified in the Agreement using the Road Account that has been issued to it under the Agreement.

**Diners Club Corporate Cards Programme** – a programme of DC for issuing and handling cards for entrepreneurs and related services.

**Rules and Regulations** – Rules and Regulations of Issuing and Using Diners Club Road Account.

**Road Account** – a payment card issued by DC to the Holder under the Agreement, to be used for purposes specified in the Rules and Regulations, with a validity period until the last day of the month specified on its face.

**Table of Fees and Charges** – a table that specifies the fees and charges for the operations related to the use of the Road Account. The Table of Fees and Charges constitutes an integral part of the Rules and Regulations. It is provided to the Company together with the Application and available at [www.dinersclub.pl](http://www.dinersclub.pl).

**Agreement** – an agreement for issuing and using the Road Account concluded between DC and the Holder. The Agreement is concluded when DC signs the Application submitted.

**Diners Club Corporate Cards Programme Agreement** – an agreement concluded between the Company and DC that serves as a basis for Company's applications for Diners Club Corporate Cards Programme products.

**Application** – an application for the issuance of the Road Account, whose verso contains the Rules and Regulations, completed and signed by the Company.

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

### 2. Issuance of the Road Account

1. A precondition for applying for the Road Account is the conclusion by the Company and DC of a Diners Club Corporate Cards Programme Agreement.
2. Within 14 days from the date of the receipt of the Application, DC shall notify the Company in writing or by phone of the issuance or of the refusal to issue the Road Account.
3. The Road Account shall be issued upon the conclusion of the Agreement.
4. The Road Account shall be issued in the Holder's name. The Holder agrees to have its name transcribed in English.
5. When the Road Account is issued, it shall be delivered to the Holder's mailing address specified in the Application.
6. Information on the granted Spending Limit and the applicable dates of the settlement of obligations shall be sent with the Road Account and shall be binding for the Holder.
7. The Road Account shall be owned by DC.

### 3. Use of the Road Account

1. The Road Account shall entitle the Holder to pay the statutory road charges within the specified Spending Limit.
2. DC shall have the right to refuse authorisation for a Transaction and may temporarily block the Road Account 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 Holder thereof immediately.
3. DC shall have the right to decrease the Spending Limit set for the Road Account without the Holder's assent when the due payments resulting from the use of the Road Account are delayed, with respect, however, to the obligation of immediate notice to the Holder of the introduced modifications.
4. The Holder shall be authorised to use the Road Account only for the purposes specified in Section 3.1 above. If the Road Account was used for a different purpose, DC shall have the right to cancel it and demand its return.
5. DC shall be obliged to execute the instructions of the Holder within the period of 14 days from the date of their receipt.
6. The Holder may apply to DC in writing to change the Spending Limit.

### 4. Withdrawal and dissolution of the Agreement

1. The Holder may dissolve the Agreement, without stating the reason, within 14 days from the receipt of the first Road Account provided that no Transactions have been made with the Road Account. In such cases, DC shall undertake to return the Road Account issuance fee less the Road Account production and delivery costs if such a fee has been charged. In the case of the Agreement dissolution by the Holder, the provisions of the Rules and Regulations in Sections 4.7. and 4.8 shall apply.
2. The Agreement shall be dissolved when:
  - the Holder terminates the Agreement,
  - DC terminates the Agreement,
  - the Holder is removed from the register of companies (KRS or other relevant register), even if the removal decision is non-final.
3. The Holder may terminate the Agreement 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 Road Account validity, the Road Account shall not be charged with an Annual Fee. If the said notice period is not respected, the Road Account may be charged with an Annual Fee.
4. DC may terminate the Agreement for important reasons, and in particular when the Holder breaches the provisions of the Agreement or of the Rules and Regulations.
5. In the case of Agreement termination by DC, the termination shall be considered valid if delivered to the correspondence address of the Holder specified in the Agreement or to any other last known address of the Holder.
6. The notice period shall be 7 days from the date of the termination notice delivery unless the Holder specifies a different notice period.
7. If the Agreement is terminated or withdrawn from, the Holder shall be obliged to return all the Road Accounts issued under the Agreement to DC until the last day of the notice period at the latest and if the Agreement is withdrawn from – then at the moment of withdrawal.
8. If the Holder does not fulfil the obligation to return the Road Accounts, the Holder shall be held responsible for the Transactions made with them, in accordance with the principles set forth in the Agreement and in the Rules and Regulations.
9. The termination of the Agreement shall not affect the obligation to settle all financial commitments resulting from the use of the Road Accounts issued under the Agreement and in accordance with the Rules and Regulations.
10. Diners Club and Diners Club Partners, on behalf of DC, shall be authorised to seize a cancelled Road Account for DC.

### 5. Settlement of Transactions made with the Road Account

1. Transactions made with the Road Account within the Settlement Period shall be debited against the Card

Account. All dues shall be settled by the Holder by a bank transfer to the DC account specified in the Statement within the period as set forth in the Statement. The Holder shall be deemed to acknowledge the payments listed in the Statement if no objection thereto is raised by the Holder 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 Diners Club 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 Holder failing to fulfil its obligations on time, DC shall be entitled to debit the Road 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 other natural or legal persons and in particular for any refusal to accept payment with the Road Account by a Diners Club Partner.
2. The Holder 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.
3. The Holder 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 Holder from timely payment of any dues in accordance with Section 5.1 hereof.
4. If the Company does not receive the Road Account within 7 working days from the receipt of a Road Account issuance notification, the Company shall be obliged to notify DC thereof. If the Road Account was sent to the corporate address specified in the Application, DC shall block the Road Account and issue a replacement Road Account.

### 7. Financial claims

1. In the event of any discordances in the Statement received from DC, the Holder 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 Holder 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 Road Account

The Holder shall be obliged to keep the Road Account data and Road Account safe.

### 9. Misuse of the card

1. The Holder shall be obliged to prevent the potential misuse of the Road Account, mainly by not disclosing the Road Account data to third parties, with exception to a selected Diners Club Partner.
2. If the Holder suspects that the Road Account was misused or lost, the Holder shall be obliged to notify the fact immediately to DC. DC shall cancel the Road Account immediately after receiving such a notification and shall promptly notify the Holder by telephone of the Road Account cancellation.
3. In the event of misuse of the Road Account by any third party as a result of loss of the Road Account (misuse of the Road Account), the Holder shall be fully exempt from any financial liability if the notification has been made within 48 hours from the loss of the Road Account. However, if the notification takes place after the abovementioned period, the liability of the Holder shall be limited to an equivalent of USD 50.
4. The amount of USD 50 the Holder is charged with in accordance with Section 9.3 hereof shall be converted at the Buy Rate of the National Bank of Poland on the day that DC debits the Card Account.
5. The limitations of the Holder's liability referred to in Section 9.3 shall not apply to the Transactions made in the fault of the Holder, and in particular if it has not fulfilled its obligations, e.g. it has rendered the Road Account or its data accessible to third parties.
6. If DC suspects a misuse of the Road Account, it shall immediately contact the Holder and shall be authorised to cancel the Road Account.
7. DC shall be entitled to inform Diners Club Partners of the number of the lost Road Account and the cancellation thereof. The cancelled Road Account may not be reused after its recovery.
8. If necessary, DC shall issue a replacement Road Account.

### 10. Agreement period and amendments

1. The Agreement shall be concluded for the period of the Road Account 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 Holder and provided that 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 sent to the Holder, 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](http://www.dinersclub.pl). The amendments shall be deemed binding provided the Holder does not terminate the Agreement within one month from the amendments having been sent for the last time. The return of the Road Accounts to DC within one month from the date of the last mailing of amendments to the Rules and Regulations and/or the Table of Fees and Charges shall be equal to Agreement termination by the Holder. Any Transaction made with the Road Account after one month from the date of the last mailing of the amendments shall mean the acceptance of the amendments by the Holder.

### 11. Correspondence

The Statements and any correspondence related to the Agreement and the Rules and Regulations shall be sent to the mailing address of the Holder specified in the Agreement or to any other last address notified in writing by the Holder. The Holder shall be obliged to immediately notify DC of any changes of the address and other personal data specified in the Agreement.

### 12. Protection and exchange of information

1. The personal data related to the Holder shall be processed by DC exclusively for the purpose of executing the Agreement and shall be subject to protection in accordance with the provisions of the Polish Personal Data Protection Act.
2. The personal data of the Holder may be transferred to other entities involved in card transactions to the extent necessary to operate the Road Account.
3. DC shall reserve the right to transfer information on the Holder's credit rating which the Holder has obtained in connection with the issuance and the use of the Road Account, 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 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](http://www.dinersclub.pl)

Warsaw, January 2009

