

**REGULATIONS
FOR USAGE OF INFORMATION AND SUPPORT SERVICES OFFERED BY ING
USŁUGI FINANSOWE S.A.**

§ 1
Definitions

The terms used in this Regulations document shall have the following meanings:

1. **Service provider** – ING Usługi Finansowe S.A., acting for the benefit and on behalf of the business entities of the ING Group (entities with capital ties to ING Group N.V.), more particularly of ING Otwarty Fundusz Emerytalny represented by ING Powszechnie Towarzystwo Emerytalne S.A. headquartered in Warsaw, at ul. Ludna 2 (**Pension Company**) and ING Towarzystwo Ubezpieczeń na Życie S.A. headquartered in Warsaw, at ul. Ludna 2 (**Life Insurance Company**).
2. **User** – individual entity, who has signed a pension fund membership contract with the Pension Company or person, to whose name an account has been opened in the Pension Company (Pension Fund Member), or person who has concluded a life insurance contract with the Life Insurance Company (Client of the Life Insurance Company), who has applied for granting access to information and support Services or who is already a user of the information and support Services..
3. **ING e-service** –online service for the Clients of the Life Insurance Company and Members of the Pension Company, allowing remote servicing of the insurance contract and/or pension account.
4. **Confirmation of the order/query with an SMS password** – it is an additional service, available after prior registration in the ING e-service, allowing approval/confirmation of changes to the insurance agreement.
5. **ING Call Centre Service** – telephone information service for the Clients of the Life Insurance Company and Pension Fund Members.
6. **Information and support services** – the NG e-service, ING Call Centre Service and SMS password confirmation of orders are provided in compliance with the Regulations for Clients of the Life Insurance Company and for the Pension Fund Members. Further in the Regulations document, the information and support services are collectively referred to as **Services**.
7. **Regulations** – this document, covering usage of Services offered by the Service Provider, by the User.
8. **User name/Client ID** - number granted by the Service Provider, used for identification of the User, composed of a minimum of 8 (say: *eight*) digits, being the User's policy number or Pension Fund Member's account number.
9. **PIN** – individual identification number of the User, composed of 4 (say: *four*) digits, allowing identification of the User in accessing the ING Call Centre Service.
10. **Password** – individual identification code of the User, composed of 8-18 characters, allowing identification of the User in access to the ING e-service Services.
11. **One-time authorisation code** – number granted by the Service Provider, allowing identification of the User in the process of confirmation of orders/queries with SMS password, composed of 8 (say: *eight*) characters.
12. **CC** - Call Centre (Telephone Support Centre), at **0 801 20 30 40** or **(022) 522 71 24** for mobile phones

§ 2

Access to the Services

1. The Regulations specify the terms of access and usage of the Services delivered by the Service Provider.
2. Services requiring contact with a Call Centre consultant (CC) are available within the working hours of the Call Centre. Other services shall be accessible 24/7.
3. Changes related to access to the Services are being realised after deposition of a verbal request (during a telephone conversation) or in written (using a form), or via the e-service website and may include:
 - a. changing passwords to the ING e-service
 - b. changing the phone number used for SMS confirmation of orders and queries
 - c. blocking the ING e-service and SMS confirmation Services
 - d. blocking the ING Call Centre service.

§ 3

Terms of usage of the Services

1. A User, who is at the same time a Client of the Life Insurance Company and Pension Fund Member may benefit from the services specified in § 4, § 5 or § 6, collectively or individually, and shall in all cases use a User Name/Client Identification.
2. The scope of services delivered by the Service Provider shall comply with the order or application submitted by the User.
3. Acceptance of the Regulations by the User shall not mean the granting of access to all services specified in § 4, § 5 or § 6, unless, during conversation with the Call Centre consultant, the User has expressed a request to access all the Services.
4. Each single access to the Services shall require input of the User Name/client ID and password/PIN number.
5. When using the Service for a first time, the User shall input the Password/PIN number granted by the Service Provider and change it to a new code.
6. Three incorrect Password/PIN entries result in blocking access to the Service. Shall access to the Service be blocked, the User may obtain a new Password/PIN number after deposition of a verbal request (during a telephone conversation with the Call Centre consultant) or written query. After obtaining a new Password or PIN number, the User shall proceed as specified in point 5.
7. The use of Services is free of charge.
8. Shall use of the Services require SMS communication, the User will bear the costs of sending an SMS message from his/her phone, following the applicable operator tariffs. In case of telephone contacts with a Call Centre Consultant, the costs of the call is equal to the price of one (1) pulse, adequately to the applicable operator tariffs.

§ 4

ING e-service

1. The ING e-service delivered by the Service Provider is accessible via the Internet, at **www.ing.pl**.
2. The required condition to obtain access to the ING e-service is the deposition by the User of a verbal request, during a telephone conversation with a Call Centre consultant or submission of a written application. Regardless of the selected option, the applicant shall be required to:

- a. provide a mobile phone number, supporting SMS functionality, to which the Service Provider will be sending the Passwords
 - b. approve this Regulations document.
3. At any time, the User may change his/her Password, by:
- a. changing the Password online, after logging into the ING e-service
 - b. request generation of a new Password via the ING e-service login web page
 - c. depose a verbal request in a telephone conversation with a CC consultant or submit a written request.

The new Password shall be composed of 8-18 characters, excluding Polish diacritic characters (such as for example *ą*, *á* or *ä*) and two identical characters next to each other. The used characters shall at least include:

- one upper case (capital) character
 - one digit
 - one special character (for example: -, +, *)
4. The ING e-service shall particularly include:
- 1) For Pension Fund Members:
 - a. access to information on the current balance of assets in the Pension Account
 - b. specification of all operations on the Pension Account
 - c. e-mail notifications about new premiums matched to the Pension Account
 - d. Personal and contact information of the Pension Fund Member
 - e. information about the beneficiaries indicated by the Pension Fund Member and their percentage shares in the benefit
 - f. Possibility to download forms required to change beneficiaries, change the spousal property sharing formula and to amend personal information
 - g. Possibility to change Passwords
 - h. Possibility to block and unlock access to the ING e-service
 - i. Information about the status of Services, accessible to/used by the Pension Fund Member.
 - 2) For Clients of the Life Insurance Company:
 - a. basic information about products in the Client portfolio
 - b. Personal and contact information of the Client
 - c. Online submission of changes in contact telephone number or e-mail address
 - d. Online submission of insurance contract change requests, selected by the Life Insurance Company
 - e. Possibility to change or block a Password
 - f. Information about the status of services accessible to/used by the Client.
5. The SMS request confirmation service is an optional service, accessible after initial qualification to the ING e-service and exclusively available to users of mobile phones supporting SMS services.
6. The password generated by the Service Provider in the SMS message shall automatically expire after 10 (say: *ten*) days. The one-time Authorisation Code shall automatically expire after 10 (say: *ten*) minutes from sending by the Service Provider. The Password and one-time Authorisation Code, which have been blocked or have expired shall cease to be valid.

7. At any time, the User shall have the right to change the number of the mobile phone mentioned in points 2 and 5, using one of the following procedures:
 - a. on-line, after logging into the ING e-service
 - b. by communicating a verbal request to the CC consultant (on the phone) or by submitting a written request

§ 5

SMS password confirmation of a request

1. The SMS Password confirmation service is available to the Clients of the Life Insurance and it includes, among other things the following functionality:
 - a. change in mailing/correspondence address
 - b. change in phone number
 - c. change in e-mail address
 - d. withdrawal of agreement for processing personal data for marketing purposes
 - e. confirmation of selected operations on selected insurance contracts.
2. The one-time Authorisation Code is being sent to the mobile phone number specified in §4, point 5, as result of one of the operations specified in point 1. Shall more than one operation be performed, a separate Authorisation Code will be sent for each of the operations. A detailed description of this process is presented on the website, at: www.ing.pl.
3. Three attempts to input an incorrect one-time Authorisation Code result in blocking of the Authorisation Code.
Shall the Authorisation Code be blocked, the User will repeat the operation described in point 2, in order to obtain a new one-time Authorisation Code. The new one-time Authorisation Code will be sent by SMS to the specified User telephone number. After receipt of the new one-time Authorisation Code, the User shall follow the previously-described procedure.
4. Three subsequent events resulting in blocking of one-time Authorisation Codes shall result in blocking of the SMS password confirmation Service..

§ 6

ING Call Centre

1. The ING Call Centre service is available to users of telephones supporting tone dial functions. The service is accessible at **0 801 20 30 40** or **(022) 522 71 24** for mobile phone users.
2. The required condition to obtain access to the ING Call Centre service is to make a verbal request to the CC consultant or to submit a written application.
3. In order to grant access to the ING Call Centre, the Service Provider will send to the User, by standard mail, documents containing the User Name/ID code and PIN number. The User Name/ID and PIN number are being sent in to separate letters in order to avoid use of the data by third parties. Shall the envelope containing the User Name/ID or PIN number be damaged or bear trace of opening, the User will require issuing of a new User Name/Client ID or PIN number.
4. The User may change his/her PIN number at any time. The User PIN number shall consist of 4 (say: *four*) digits.
5. The ING Call Centre service shall more particularly include:

- 1) Pension Fund Members:
 - a. Up to date information on the current balance of assets in the Pension Account
 - b. Information about the last 12 (say: *twelve*) operations on the Pension Account of the Pension Fund Member
 - c. requesting/ordering data amendment forms
 - d. Change and blocking of PIN codes
 - e. Possibility to block access to the ING e-service functionality
- 2) Clients of the Life Insurance Company:
 - a. information about the premium "paid up to" date
 - b. Information on the prices of insurance capital fund participation units
 - c. Change and blocking of PIN codes
 - d. Possibility to block access to the ING e-service
 - e. in case of contact with a Call Centre consultant, deposition of declarations more particularly covering changes in personal and contact data. The Service Provider may request submission of a written declaration.
6. The SMS service shall be available as part of the ING Call Centre Service, only to the Pension Fund Members, via mobile phone, after prior activation of the service at 3040.
7. The SMS Service may deliver the following information on the Pension Fund Account:
 - a. balance of the account, last operation and value of the balancing unit (sent regularly, every 30 days)
 - b. balance of the account, last operation and value of the balancing unit (every time a premium/contribution is matched to the account)
 - c. information about an operation on the account (every time a premium/contribution is being matched, without specifying the balance of the account)
 - d. balance of the account and value of the balancing unit on request of the Pension Fund Member.

§ 7

Service Security

1. The User shall be obliged to make use of the Services, in compliance with these Regulations.
2. The User shall be obliged to preserve secrecy of the ID codes, Passwords, PIN numbers and one-time Authorisation Code and to restrain from disclosing them to third parties and hereby declares that the Service Provider will not be held liable for consequences of loss, theft or disclosure to third parties of a document containing the ID code, Password, PIN number or one-time Authorisation Code, until the moment of filing a request for blocking access to the Services.
3. The User shall be obliged to immediately notify the Service Provider about the occurrence of one of the events below:
 - a. loss, theft or disclosure to third parties of the ID code, Password or PIN number

- b. technical problem or error related to the use of the ID code, Password or PIN number, which may have a negative impact on safe and secure use of the Services
 - c. incorrectness related to the products of the Life Insurance Company or membership in the Pension Fund, i.e. incorrect balance of assets in the Pension Account.
4. Notification of events specified in point 3 may be done via the ING e-service, Questions/Claims functionality or in telephone conversation with a Call Centre consultant.
 5. The Service Provider shall not be held liable for any material or intangible loss of the User, which is the result of violation, by the User of the terms and clauses specified in points 1 and 2.
 6. The Service Provider shall be obliged to block access to the Services, immediately after receipt of such a request from the User.
 7. The User shall acknowledge that for security reasons, conversations with Call Centre consultants are being recorded by the Service Provider.
 8. The ING e-service is available via the Internet, using a safe SSL data transmission protocol (encrypted transmission, authenticated by an independent body – Thawte).
 9. The Service Provider shall not be held liable for any material or intangible damage or loss of the User, which is the result of incorrect functioning of the Service or interruption of access to the Service, if the incorrect functioning or interrupted access to the Service were not caused by fault of the Service Provider.

§ 8

Claims and changes to the Regulations

1. Claims concerning the Services shall be submitted via the ING e-service – Questions/Claims functionality, by e-mail (at **info@ing.pl**), via the Call Centre (phone number **0 801 20 30 40** or **(022) 522 71 24** for mobile phone users), or in written, at the address of the Pension Fund or Life Insurance Company.
2. Information about the outcomes of a claim procedure shall be communicated to all interested parties in written, to the address indicated as the correspondence address.
3. The Service Provider shall reserve the right to change the Regulations, for significant reasons, more particularly in the area of the scope of services provided. Changes to the Regulations shall become effective and applicable to the User upon acceptance of the amended contents of the Regulations by the User.
4. The up-to-date and currently binding version of the Regulations is available at **www.ing.pl** and in the corporate seat of the Service Provider.

§ 9

Duration of Service provision

1. The services are being provided on an undetermined-term basis, with exception of the SMS service, as specified in §6 point 5, where the first application is valid for 90 (say: *ninety*) days, and each subsequent one remains valid for 180 (say: *one hundred eighty*) days.
2. The User shall lose access to the Service or Services in the following cases:
 - a. blocking of the Password/PIN number

- b. Written resignation from the Service – immediately, no later than within 5 (say: *five*) working days from receipt of the resignation by the Service Provider
- c. Resignation from the SMS service via SMS – one day notice
- d. Verbal resignation from the Service in a telephone conversation – immediate effect, no later than within 5 (say: *five*) working days from submission of a resignation declaration to the Service Provider.

§ 10

Final terms of agreement

1. These Regulations shall be in force as of January 25, 2010.
2. The Regulations are applicable to and binding for all the Pension Fund Members and Clients of the Life Insurance Company, who, after the day specified in point 1, have submitted a request for granting or unlocking access to the Services, or have requested a change in the scope of Services with the reservation that during a telephone conversation with a Call Centre consultant or in written form, they have agreed to take advantage of the Services on terms specified in these Regulations or have accepted the Regulations during log in to the ING service, after the date specified in point 1.
3. These Regulations shall overrule the previous version of Regulations, applied by the Service Provided in delivery of the Services.