

**Resolution No. 43/22**  
**of the KDPW\_CCP S.A. Management Board**  
**dated 11 October 2022**

**amending Resolution No. 14/22 of the KDPW\_CCP S.A. Management Board dated 11 April 2022**

Pursuant to § 19 sub-paragraph 2 of the KDPW\_CCP S.A. Statute and Chapter XIV of the Agreement on Access to KDPW\_CCP's Services via the GUI Application, the KDPW\_CCP S.A. Management Board resolves as follows:

**§1**

The Appendix to Resolution No. 14/22 of the KDPW\_CCP S.A. Management Board dated 11 April 2022 approving the Agreement on Access to KDPW\_CCP's Services via the GUI Application shall be replaced by the Appendix hereto.

**§2**

The Resolution shall come into force on 5 November 2022.

Maciej Trybuchowski  
President of the Management Board

Sławomir Panasiuk  
Vice-President of the Management Board

## AGREEMENT ON ACCESS TO KDPW\_CCP'S SERVICES VIA THE GUI APPLICATION

### Table of Contents

I.	Agreement.....	2
II.	Definitions .....	2
III.	User .....	2
IV.	Sole purpose of use .....	3
V.	First acceptance of the conditions of access to the GUI Application .....	3
VI.	Authorisation to use the GUI Application .....	4
VII.	Compliance with the rules.....	4
VIII.	Access to the GUI Application .....	5
IX.	Logging in the GUI Application .....	5
X.	Delivery.....	6
XI.	Confidentiality of login data .....	6
XII.	Technical conditions and security measures.....	6
XIII.	Liability .....	7
XIV.	Suspension and termination of access to the GUI Application .....	8
XV.	User's personal data.....	8
XVI.	Amendment.....	8
XVII.	Locking GUI Application access .....	8
XVIII.	Revocation of the User's power of attorney.....	9
XIX.	Complaints.....	9
XX.	Divergences .....	9
XXI.	Contact details.....	9

## I. Agreement

1. This present Agreement on Access to KDPW\_CCP's Services via the GUI Application (hereinafter "the Agreement") sets out the terms and conditions for the Participant (on whose behalf and for whose benefit the User acts) to use the GUI system referred to in the provisions of the relevant Rules of Transaction Clearing, which is a system of electronic communication between the Participant and KDPW\_CCP, including the terms and conditions of submission and delivery of declarations and information in electronic format, as well as the terms and conditions of User identification and measures to ensure security in the system.
2. This present Agreement shall apply to legal relationships arising from participation in clearing systems organised by KDPW\_CCP and arising from this Agreement. In matters not governed by this Agreement, the relevant provisions of the applicable Rules of Transaction Clearing and regulations issued thereunder, which are available on KDPW\_CCP's website, shall apply accordingly.
3. The regulations referred to in subpara. 2 as well as templates of the declarations/powers of attorney referred to in the Agreement constitute an integral part of the Agreement.
4. This present Agreement constitutes rules within the meaning of Article 8 of the Act of 18 July 2002 on Provision of Electronic Services. Access to the Agreement in the GUI Application is possible at any time. It is also possible at any time to print out the contents of the Agreement from the GUI Application.

## II. Definitions

- 1) **GUI Application** – a web application dedicated to Participants under this Agreement, constituting the GUI system referred to in the provisions of the relevant Rules of Transaction Clearing, which is accessed via an Access Account in accordance with the rules of the Application;
- 2) **Mobile Application** – the KDPW Group Authenticator mobile application used as an additional authentication factor for the Access Account, made available to the User of the GUI Application under a licence granted by KDPW;
- 3) **KDPW** – Krajowy Depozyt Papierów Wartościowych S.A.;
- 4) **KDPW\_CCP** – KDPW\_CCP S.A.;
- 5) **Access Account** – an access account created by the User to access the GUI Application;
- 6) **KDPW\_CCP Regulations** – this present Agreement, the relevant Rules of Transaction Clearing which set out the terms and conditions for clearing transactions in the clearing system organised by KDPW\_CCP, and regulations issued thereunder;
- 7) **Rules of Transaction Clearing** – the relevant Rules of Transaction Clearing, which set out the terms and conditions of clearing transactions in the clearing system organised by KDPW\_CCP together with the regulations issued thereunder;
- 8) **Website** – a dedicated website available at [www.kdpwccp.pl](http://www.kdpwccp.pl) (KDPW\_CCP/KDPW: USŁUGI KDPW\_CCP);
- 9) **Clearing System** – a clearing system organised by KDPW\_CCP;
- 10) **Participant** – a clearing member of a clearing system organised by KDPW\_CCP.

## III. User

1. A User of the GUI Application may only be a natural person who is:
  - 1) designated by the Participant in accordance with the rules of the application,
  - 2) authorised by the Participant to act on its behalf and for its benefit by submitting a written declaration approved by KDPW\_CCP in accordance with the template provided by KDPW\_CCP.

2. A User, acting for and on behalf of the Participant, shall:
  - 1) have direct access via the GUI Application to the data in the Clearing Systems concerning the Participant and be entitled to view such data,
  - 2) independently receive from KDPW\_CCP and independently submit to KDPW\_CCP, via the GUI Application, information and declarations in electronic format, as specified by KDPW\_CCP, available in the GUI Application, to the extent of the Participant's current and future activities in the Clearing Systems.
3. The User shall be identified in the GUI Application as a result of successful completion of the Access Account authentication process in accordance with the rules of the Application.
4. The User shall not act as an Administrator (function not available).
5. The actions and omissions of the User in the GUI Application and the consequences of such actions and omissions shall be the sole and only responsibility of the Participant represented by the User.

#### **IV. Sole purpose of use**

Acting for and on behalf of the Participant, the User shall use the GUI Application service which consists of:

- 1) making available to the Participant and for view by persons acting on its behalf and for its account the data and information and declarations specified by KDPW\_CCP in the relevant Rules of Transaction Clearing, resolutions issued thereunder or this Agreement,
- 2) independent receipt by persons acting on behalf and for the account of the Participant of information and declarations transmitted in electronic format by KDPW\_CCP, as well as independent submission of such information and declarations in such format to KDPW\_CCP, to the extent of the Participant's current and future activities in the Clearing Systems, which constitutes communication between the Participant and KDPW\_CCP within the GUI system referred to in the relevant Rules of Transaction Clearing.

#### **V. First acceptance of the conditions of access to the GUI Application**

1. The User shall accept for the first time the conditions of access to the GUI Application, acting for and on behalf of the Participant (which means entering into an agreement in accordance with this Agreement), by applying for the GUI Application service, where acceptance of the Agreement shall require:
  - 1) acknowledgement of having read and understood this Agreement as part of the GUI Application access request form; and
  - 2) submission by the Participant of a written declaration in accordance with the Agreement consistent with a template defined by KDPW\_CCP.
2. By accepting the Agreement, the User agrees to comply with its provisions.
3. By the User's acceptance of the Agreement, the Participant represented by the User acknowledges the effectiveness of the delivery of declarations and information via the GUI Application under this Agreement and agrees to:
  - 1) provide the User with conditions for the proper protection of the password and login data, as well as the devices used by such person for the GUI Application, and ensure that such devices are protected against malware and unauthorised access,
  - 2) verify, on an on-going basis, that the methods and means used by the User to protect the GUI Application login data used by the User to log in the GUI Application against malware and unauthorised access are adequate and provide an appropriate level of protection,

- 3) rely only on the data and information available on the basis of the communication specified in the relevant Rules of Transaction Clearing,
  - 4) bear the sole risk related to the choice of protection means used or the method of securing data or devices used by the User,
  - 5) be solely responsible, regardless of the Participant's fault, for the User's use or misuse of the GUI Application,
  - 6) indemnify and hold harmless KDPW\_CCP and persons acting on its behalf or for its benefit from and against any and all claims which arise out of or in connection with a breach of the Agreement or the use of the GUI Application by a User who represents the Participant. This includes indemnification against all liability and expenses arising from claims, losses, damages, suits, judgments, litigation costs and legal fees.
4. The Participant shall keep under control the validity of the data contained in the powers of attorney submitted to KDPW\_CCP concerning the Users acting on its behalf and for its account on their basis and promptly familiarise the Users with the content of the Agreement as well as any subsequent amendments thereto.
5. The Participant shall not change the scope of the authorisation resulting from the powers of attorney it has granted unless KDPW\_CCP requests such change.

#### **VI. Authorisation to use the GUI Application**

1. A User acting on behalf of a Participant may use the GUI Application within the scope of the access granted, as set out in the Application.
2. Use of the GUI Application shall not give the User or the Participant any intellectual property rights in it.
3. The layout of the content of the GUI Application, logos, graphics and trademarks are subject to exclusive rights of KDPW or KDPW\_CCP and are protected by law.
4. KDPW\_CCP shall not transfer to the User or the Participant under the Agreement any rights to the GUI Application or any parts thereof. The software, its rights and other intellectual property rights are protected by law and belong to their respective owners.

#### **VII. Compliance with the rules**

Notwithstanding any other conditions and requirements, it shall be mandatory to comply with all the rules set out in the Agreement, and in particular:

- 1) the operation of the GUI Application shall not be impeded, nor shall any unlawful content be provided through it,
- 2) the GUI Application shall be accessed by following the instructions provided to the User via the GUI Application,
- 3) the GUI Application shall be used in compliance with all applicable security rules, including those applied by the Participant and required under the Agreement. In particular, the GUI Application shall only be used from computer workstations and terminal devices which are secure and accepted by the Participant,
- 4) the GUI Application shall be used in compliance with the legal provisions set out in the applicable Rules of Transaction Clearing,
- 5) the GUI Application may only be used in direct connection with the Participant's participation in the relevant Clearing System,

- 6) the GUI Application may only be used in person for the purpose set out in the Agreement and with a legal title that allows for access to data and submission of information and declarations in the Clearing Systems, to the extent relevant to the Participant's activities in such systems,
- 7) the confidentiality of data and information made available via the GUI Application shall be ensured in an appropriate manner required for information constituting a professional secret within the meaning of the relevant provisions of the Act on Trading in Financial Instruments,
- 8) the User shall not use the GUI Application for private purposes,
- 9) the login data to the GUI Application shall not be made available to other persons,
- 10) access to the GUI Application shall not be given to unauthorised persons.

#### **VIII. Access to the GUI Application**

1. The GUI Application shall be accessed via the Website which redirects to the GUI Application login page in accordance with the rules of the GUI Application.

2. The GUI Application may be used after:

- 1) an Access Account is opened. The Account shall be opened after verification of the e-mail address provided in the form in accordance with the rules of the Application. The User may create an Access Account in accordance with the instructions available in the GUI Application,
- 2) the User reads and accepts the information notice on processing of personal data by KDPW\_CCP, which is available in the GUI Application access request form,
- 3) KDPW\_CCP receives a declaration signed by the Participant's duly authorised representatives according to a template defined by KDPW\_CCP, whereby the Participant accepts the Agreement, agrees to access data and information in the GUI Application in accordance with the Agreement, and authorises the User to the extent set out in point IV, where the authorisation is granted without restrictions in the GUI Application and may be revoked/recalled only under the terms of the Agreement,
- 4) KDPW\_CCP accepts access to the GUI Application and notifies the User thereof.

3. Access to the GUI Application shall be available no later than two weeks after the date on which the actions referred to in sub-paragraph 2(1), (2) and (3) above are completed, and that period shall commence to run provided that such actions meet the requirements under this Agreement.

#### **IX. Logging in the GUI Application**

Logging into the GUI Application shall require authentication to the Access Account. Authentication is understood as a process in accordance with the rules of the Application, consisting of entering a login and a password defined by the account holder for the Access Account. Authentication is understood as the process of confirmation by the User of the Access Account of the identity declared by the User when opening the account. Authentication to the Access Account requires the entry of the user name and password to the Access Account combined with an additional authentication factor: confirmation of the declared identity using the Mobile Application. The use of the Mobile Application is not required if logging in takes place on a computer or mobile device using a browser registered as trusted by the User. For detailed information regarding the download and use of the Mobile Application, including the technical requirements for mobile devices on which the application can be downloaded and the rules for managing browsers designated as trusted, please refer to the account user guide available on the website.

**X. Delivery**

1. Delivery via the GUI Application of a declaration or information:

- 1) delivered by the Participant to KDPW\_CCP, shall be deemed to mean that the User, acting for and on behalf of the Participant, accepts such declaration or information in accordance with the rules of the Application, as a result of which the process is registered in the GUI Application;
- 2) delivered by KDPW\_CCP to the Participant, shall be deemed to mean that such declaration or information is made available to the User in the GUI Application as a result of registering this process in the GUI Application.

The registration of the process in the GUI Application, referred to in points 1 and 2 above, respectively, shall be deemed to mean the delivery by the Participant or KDPW\_CCP, respectively, of a declaration in accordance with its content available in the GUI Application, taking into account the provisions of the KDPW\_CCP Regulations.

2. The time of delivery of declarations and information via the GUI Application shall be deemed to mean:

- 1) in the case of information or declarations delivered by the Participant via the GUI Application, the moment (date and time) of acceptance by the Participant of the declaration or information registered in the GUI Application,
- 2) in the case of data and/or information made available to the Participant via the GUI Application, the moment (date and time) of registration in the GUI Application of making the data and/or information available to the User.

If the delivery of declarations or information to KDPW\_CCP via the GUI Application is not possible due to technical reasons on the side of KDPW\_CCP (system failure), the Participant shall use another electronic communication system activated by it in accordance with the relevant Rules of Transaction Clearing.

3. Delivery by a Participant of a declaration or information to KDPW\_CCP via the GUI Application shall be possible to the extent made available in the Application in cases specified therein in accordance with the KDPW\_CCP Regulations.

**XI. Confidentiality of login data**

1. The GUI Application login data belong exclusively to the User and shall not be disclose to anyone.
2. Care shall be taken to ensure the confidentiality of the login data, in particular the password for the Access Account shall not be identical to the passwords used for any other websites or online accounts. If any unauthorised use of login details is detected, the Participant's applicable procedures shall be followed in compliance with the Agreement and the instructions available in the GUI Application.

**XII. Technical conditions and security measures**

1. The use of the GUI Application shall be possible provided that the data communication link, computer workstations or other terminal devices used by the User with the consent of the Participant meet the minimum technical requirements in accordance with the Agreement or the instructions available in the GUI Application or on the Website. Such devices should be internet capable, equipped with a trusted web browser or other client software to enable proper use of the GUI Application. The Participant shall, as applicable:

- 1) ensure that the data used by the person authorised to log in and accept operations in the GUI Application are adequately protected, and that such person has the conditions to

adequately secure the devices with which such person logs in the application and to protect such devices from malware and unauthorised access, or

- 2) verify, on an ongoing basis, that the methods and measures used by the authorised person to ensure the protection of the data used by such person to log in and confirm operations in the GUI Application and to protect the devices by means of which such person logs in the GUI Application against malicious software and unauthorised access are adequate and provide an appropriate level of protection.

2. The costs of data transmission required to start up and use the GUI Application shall be borne by the Participants pursuant to agreements concluded with telecommunication operators or other Internet service providers.

3. KDPW\_CCP shall not provide technical support for the GUI Application.

KDPW\_CCP may at any time take technical and organisational measures appropriate to the degree of threat to the operation and security of the GUI Application.

### **XIII. Liability**

1. KDPW\_CCP shall not be liable for:

- 1) any loss of profit or revenue, financial losses, indirect damage,
- 2) any loss or damage which could not have been foreseen by taking reasonable measures,
- 3) the correct functioning of the Mobile Application on the device to which it has been downloaded, or any acts or omissions made through the Mobile Application, unless the damage was caused by the wilful misconduct of KDPW\_CCP. In the event of loss of the device with the Mobile Application installed, the Participant shall be responsible for preventing third party access to the GUI Application.

2. The Participant shall be solely liable, regardless of its fault, for the User's use or misuse of the GUI Application (including unauthorised access), unless the damage is caused by KDPW\_CCP's wilful misconduct or gross negligence. In particular, KDPW\_CCP shall not be liable for any damage incurred by the Participant or the User in connection with:

- 1) its access to the GUI Application, viewing the data made available therein or submitting and receiving information and declarations in the Application, unless the damage is caused by KDPW\_CCP's wilful misconduct or gross negligence,
- 2) failure of IT systems or means of communication, in particular resulting in the unavailability of KDPW\_CCP's Website, unavailability or distortion of data in the GUI Application or the Participant's inability to submit a declaration or information in the GUI Application, unless the damage is caused by KDPW\_CCP's wilful misconduct or gross negligence,
- 3) use of the GUI Application by the Participant or the User in a manner inconsistent with its purpose or the Agreement,
- 4) acts or omissions of persons acting as a User,
- 5) the User granting access to the GUI Application to an unauthorised person,
- 6) failure to provide secure access to the GUI Application by the Participant or the User,
- 7) access to other services provided by KDPW under the rules defined by KDPW, including to the extent of the Access Account,
- 8) loss of data and devices used for logging in and confirming operations in the Application.

3. The Participant shall be liable for any charges for the use of data transmission necessary to use the GUI Application.



4. The Participant shall be liable for any actions taken via the Access Account and the User shall be liable to the Participant.

**XIV. Suspension and termination of access to the GUI Application**

1. KDPW\_CCP may at any time suspend or terminate the User's access to the GUI Application either temporarily or permanently, as well as impose certain additional restrictions, if there is a risk that:

- 1) further access may compromise the security of the Clearing Systems or the data recorded therein,
- 2) KDPW\_CCP, KDPW or Participants may suffer a material loss,
- 3) applicable laws so require.

2. KDPW\_CCP reserves the right to order a technical break and temporary limitation or termination of access to the GUI Application for such reason, subject to prior notification of the User.

**XV. User's personal data**

The User shall provide his/her personal data to KDPW\_CCP voluntarily when requesting access to the GUI Application. By submitting the declaration on access to the GUI Application, the Participant confirms that the User has read the information notice on the processing of his/her personal data made available to him/her.

By providing his/her personal data, the User gives consent for the transfer of such data to KDPW for verification and use of the GUI Application.

**XVI. Amendment**

1. KDPW\_CCP may amend this Agreement including any additional terms and requirements for the GUI Application which shall be made available in the GUI Application, to a Party or on the KDPW\_CCP Website.

2. An amendment to the Agreement shall be published in the GUI Application or on the Website and information about the amendment shall be communicated to the User or the Participant, as applicable, by email (to the address provided in the GUI Application) or by other means accepted in accordance with the relevant Rules of Transaction Clearing.

3. Subject to the provisions below, amendments shall become effective two weeks after they are made available in the GUI Application or on the Website, unless KDPW\_CCP sets a later effective date.

4. A technical modification of the way in which the functionalities of the GUI Application are provided or one aiming to ensure security which does not alter the rights and obligations arising from the aforementioned terms and conditions may take place at any time and does not require an amendment to the Agreement.

5. To the extent that the relevant Rules of Transaction Clearing and other regulations issued thereunder are amended, the provisions of such regulations shall apply.

6. If the Participant or the User does not accept the amended Agreement, the Participant or the User shall be entitled and obliged to cease using the GUI Application.

**XVII. Locking GUI Application access**

1. KDPW\_CCP may lock the User's access to the GUI Application at any time, including by temporarily locking it, without the right to any compensation, if:

- 1) the Agreement is not complied with,

- 2) the security of the Clearing Systems or data contained therein is compromised,
- 3) the security of KDPW\_CCP's or KDPW's IT systems and solutions is compromised,
- 4) unauthorised access to the GUI Application is suspected,
- 5) the Participant submits such a request,
- 6) applicable laws so require.

2. The Participant and the User shall immediately notify KDPW\_CCP of any unauthorised access by other persons to data and information via the GUI Application or a reasonable threat of unauthorised access to such data and information.

#### **XVIII. Revocation of the User's power of attorney**

The Participant may at any time revoke/recall the power of attorney granted to the User by submitting a written declaration to this effect to KDPW\_CCP in accordance with the template defined by KDPW\_CCP. The revocation/recall of the power of attorney granted to the User shall be effective from the time of registration of the revocation/recall of access in the application, which shall take place in accordance with the declaration submitted to KDPW\_CCP, but not earlier than at the end of the second business day following the date of submission of the written declaration.

#### **XIX. Complaints**

The Participant may submit written complaints. The complaint handling procedure shall be governed by the provisions of the relevant Rules of Transaction Clearing available on the Website.

#### **XX. Divergences**

1. The contents of instructions made available in the GUI Application shall be interpreted in accordance with the provisions of the Agreement.
2. If any provision is found to be unenforceable, this shall not affect the other provisions of the Agreement.

#### **XXI. Contact details**

KDPW\_CCP S.A. with its registered office in Warsaw (00-498) at ul. Książęca 4, entered in the register of entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register, entry number 0000357452, NIP: 701-02-37-032, share capital of PLN 190,000,000 (fully paid up), e-mail address: ccp@kdpw.pl, other information: www.kdpwccp.pl.