

## Terms and Conditions of Credit Cards of Citibank Bank Handlowy w Warszawie S.A.

These Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A. provide for conditions of issuance of payment cards - Credit Cards by Bank Handlowy w Warszawie S.A. Citibank and terms of their use and use of Card Account, including Transactions.

### Chapter I. General Provisions

#### § 1

The following terms and phrases, as used in these Terms and Conditions, shall have the following meaning:

- 1) **E-delivery address** - the electronic address of the Bank enabling the delivery of correspondence using a public electronic delivery service, or a public hybrid delivery service, or a certified registered electronic delivery service. It enables the unambiguous identification of the sender or recipient of data transmitted via those services. Electronic address of the Bank: AE:PL-51087-16873-WFBWS-31.
- 2) **Interactive Voice Responder** - a free-of-charge CitiPhone functionality that enables the user to obtain information and to execute, without any consultant's involvement, certain operations using a Card number along with the CitiPhone PIN and an Authorization Code or with the use of the CitiPhone PIN only if the Customer has an active Incoming Call Identification Service, or using Mobile Authentication.
- 3) **Transaction Authorization** - consent by the Customer/User to execute a Transaction in the form and under the procedure provided for in these Terms and Conditions, preceded by Authentication or Strong Authentication.
- 4) **Bank** - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, at ul. Senatorska 16, 00-923 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under No. KRS 0000001538; tax identification number (NIP) 526-030-02-91; share capital of PLN 522,638,400, fully paid up, acting on the basis of consents of and under the supervision of the Polish Financial Supervision Authority, e-mail address: listybh@citi.com, website: www.citihandlowy.pl.
- 5) **BLIK Database** - a database of BLIK Phone Transfer recipients maintained by Polski Standard Płatności sp. z o. o. with its registered office in Warsaw.
- 6) **CitiAlerts** - a service of sending short text messages (SMS) under the paid SMS Notification service or e-mail or push messages to the Customers referring to selected products offered by the Bank together with such a service.
- 7) **Citibank Online** - the Citibank Online e-banking service constituting a channel of access to the information regarding the Card Account and enabling submission of instructions or statements via the Internet.
- 8) **Citi Mobile** - the Citi Mobile Banking Service constituting a simplified version of Citibank Online and a channel of access to the information about the Card Account and enabling the Customer to submit instructions via the Internet by means of a mobile telecommunication device.
- 9) **Citi Mobile Token** - a service available in Citi Mobile enabling authentication of transactions or other activities.
- 10) **CitiPhone PIN** - a Customer's/User's identification code used for the verification of their identity via the CitiPhone Telephone Banking Service and for executing banking cash settlements using the CitiPhone Telephone Banking Service, assigned independently by the Customer/User and known only to the Customer/User.
- 11) **Cookies** - files providing the storage of information or access to information already stored in a telecommunications terminal equipment during or after visiting websites, including websites of the Bank.
- 12) **CVV2/CVC2** - a three-digit number placed on the Card or, in the case of a Virtual Card in Citi Mobile, used to authorize Transactions when making a payment without the Card's physical use.
- 13) **Contactless Reader** - an electronic device that is an integral part of the POS (Point of Sale) terminal and is used to execute Contactless Transactions and print their confirmations; it reads data from the Contactless Module.
- 14) **Personal data** - personal data within the meaning of the 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), pertaining to the Customer/User.
- 15) **Fee Information Document** - a document including a list of fees charged for services provided in connection with the maintenance of a payment account, included in the list of representative services.
- 16) **Third Party Provider** - a provider of payment services, other than the Bank, that provides one or more of the following services, in accordance with the Payment Services Act:
  - initiation of a payment transaction, consisting in initiation by such provider of a Payment Instruction from the Card Account on request of the Customer/User;
  - access to account information, consisting in online delivery by such provider of consolidated information on the Card Account or Card Accounts maintained by the Bank or payment accounts maintained by providers other than the Bank; or
  - issue of payment card based payment instruments, consisting in issuing payment card based payment instruments by such provider to enable the user to make payment transactions;
- 17) **Payment Services Provider** - a payment services provider within the meaning of the Payment Services Act of 19 August 2011.
- 18) **Business Day** - a day on which the Bank is open for business provided for in the Agreement, other than Saturday or a statutory holiday.
- 19) **ePIN** - the Customer's/User's personal, confidential Identification Code used in the 3D Secure Authentication procedure allowing Transactions without physical use of the Card via the Internet. Until the Customer/User independently assigns an ePIN, the ePIN is the same as the Card PIN, but no longer than until 09/05/2023 or the fifth use of the Card PIN in the 3D Secure Authentication procedure, whichever comes first.
- 20) **Primary Electronic Mail Address/Primary E-mail Address** - the primary e-mail address designated by the Customer for the purpose of contact with the Bank, which is used, inter alia, to send notices that an electronic Statement is ready or to make the Statement available, and to provide additional services, including CitiAlerts.
- 21) **Primary Mobile Phone Number/Primary Mobile Phone** - the primary mobile phone number designated by the Customer/User for the purpose of contact with the Bank, which is used to communicate with the Customer/User, including by sending SMS or MMS messages and to provide additional services, including CitiAlerts, 3D Secure, Authorization Code, Incoming Call Identification Service.
- 22) **'Comfort' Installment Payment Plan Schedule** - a 'Comfort' Installment Payment Plan statement, indicating individual components of the plan, in particular the principal, interest and any other credit costs that the consumer is obligated to pay.
- 23) **3D Secure Password** - a one-time password sent in the form of an SMS message to the Primary Mobile Phone Number designated by the Customer/User used for identifying the Customer/User and for accepting their instructions within the scope of confirmation of the Transactions made via the Internet using 3D Secure Authentication.
- 24) **Payment Instrument** - a personalized device or set of procedures used by the Customer to submit a Payment Instruction, in particular a Card, Citibank Online, Citi Mobile, CitiPhone Telephone Banking Service.

- 25) **Card** - a payment card issued by the Bank under the Citibank Credit Card Agreement, i.e. a Primary or Supplementary Card, respectively, together with any Contactless Media issued by the Bank, authorizing the holder to make Transactions within the Credit Limit. Card types are defined in the Table of Fees and Commissions, including Citibank Credit Cards issued in cooperation with external partners.
- 26) **Supplementary Card** - a Card issued to a User.
- 27) **Primary Card** - a Card issued to a Customer.
- 28) **Virtual Card** - a payment card connected to the physical Card, issued by the Bank in virtual form by making it available in Citi Mobile, enabling the Customer to make only such Transactions that do not require the use of the PIN code.
- 29) **Customer** - a person having full capacity for legal transactions who has entered into the Agreement with the Bank and carries out Transactions in their name and for their benefit for the purpose not directly connected with their business or professional activity, being a consumer within the meaning of Article 22 of the Civil Code Act of 23 April 1964 (hereinafter the 'Civil Code') who is a holder of the Primary Card.
- 30) **Authorization Code** - a one-time code generated by the Bank, used for Authentication, including Strong Authentication, of Transactions or operations carried out by the Customer/User in Citibank Online, Citi Mobile, CitiPhone phone banking service, at a Branch or on the Internet.
- 31) **BLIK code** - a string of digits generated via Citi Mobile for making BLIK Transactions.
- 32) **Identification Code** - confidential identification codes: PIN, ePIN, CitiPhone PIN, Citi Mobile Token PIN or other identifier(s) and password(s) that, together with other data, are used for Authentication, including Strong Authentication, to verify or log in and identify the Customer.
- 33) **Personal Account** - a bank account maintained in PLN (with the option of opening a Foreign Currency Sub-Account) in accordance with applicable law, opened in the Customer's name and for the Customer by the Bank under the Personal Bank Account Agreement for the "Citibank Personal Account" or a Deposit Product Agreement.
- 34) **Online exchange rates** - currency exchange rates in the Bank, updated on a regular basis and published at <https://www.online.citibank.pl/kursy-walut/index.html>.
- 35) **Table Exchange Rates** - the Bank's exchange rates applicable to Card Account Deposit transactions with currency conversion.
- 36) **Credit Limit** - the maximum amount of an authorized Outstanding Balance within the scope of usage of the Primary Card and Supplementary Cards, including the outstanding balance provided for under § 10(3) and §10(4) of these Terms and Conditions, denominated in Polish zlotys (PLN) and established individually for the Customer by the Bank.
- 37) **Contactless Transaction Value Limit** - the amount above which the execution of a Transaction may be subject to Strong Authentication.
- 38) **Supplementary Card Credit Limit** - the maximum amount of an authorized Outstanding Balance denominated in Polish zlotys (PLN) and established individually for the User by the Bank at the Customer's request, within the scope of the Credit Limit.
- 39) **Minimum Amount Due** - the minimum amount indicated in the Statement which the Customer is obliged to pay to the Bank at the latest on the day provided for in such Statement. The Minimum Amount Due is not less than PLN 30 and is calculated as the equivalent of:
  - amount of monthly principal and interest installments under the 'Comfort' Installment Payment Plan,
  - amount of the interest charged for a given billing period,
  - amount of the overrun of the Credit Limit at the time of issuance of a given Statement,
  - outstanding Minimum Amounts Due but not repaid in the previous periods,
  - a percentage (no more than 5%), shown in the Statement, of the Outstanding Balance shown in the Statement less the components listed above.
- 40) **Biometric Method** - Customer/User identity verification on a Mobile Device consisting in checking the Customer's/User's characteristic features (a fingerprint, iris or face map) using an appropriate functionality available on the Mobile Device;
- 41) **Mobile Device Unlock Method** - a method for unlocking a Mobile Device that leverages Customer's/User's knowledge.
- 42) **Contactless Module** - an electronic device embedded in mobile devices or in selected types of Cards, which communicates with the Contactless Reader enabling the execution of Contactless Transactions.
- 43) **User Name** - a name assigned by the Customer/User which defines them as a user in the Citibank Online service, in Citi Mobile, and is used for the purpose of logging into that service.
- 44) **Contactless Medium** - a Card, in particular in the form of a contactless sticker or software on a relevant electronic device (including a mobile telecommunication device) equipped with a Contactless Module.
- 45) **NRB/bank account number** - an unambiguous identifier of the Customer's account with a Bank, adopted in the Polish numbering system for bank accounts. The account number consists of twenty six digits, i.e. two control digits followed by eight digits of the Bank's settlement code and sixteen digits of the number of the Customer's account with the Bank.
- 46) **Credit Card Servicing** - a service that allows the payer to use a payment card, referred to in Article 2(15)(a) of the Payment Services Act, if the amount of each card transaction reduces the agreed credit limit.
- 47) **Branch/Provider's Outlet** - an organizational unit where the Bank provides services covered by the Agreement to its Customers; the list of these units is available on the website of the Bank ([www.citihandlowy.pl](http://www.citihandlowy.pl)).
- 48) **Recipient** - a natural person, a legal person or an organizational unit without legal personality having legal capacity under statutory law that is the recipient of funds being the subject matter of a Transaction.
- 49) **Online Payments Operator** - a payment institution enabling online execution of Transactions between entities holding an account or a credit card or an e-mail account.
- 50) **Payment Organization** - an organization that carries out settlements of Transactions made with cards issued within the system of that organization (e.g. VISA, MasterCard); the information on Payment Organizations servicing cards issued by the Bank is available on the website of the Bank.
- 51) **Pay by Link (Placę z Citi Handlowy)** - an automated online payment made from a Card Account based on an internal transfer order in PLN or a domestic transfer order in PLN via an Online Payments Operator selected by the Customer/User. Pay by Link (Placę z Citi Handlowy) is not a payment executed by a Third Party Provider.
- 52) **Attorney** - a natural person having full capacity for legal transactions, authorized by the Customer to represent them in contacts with the Bank under the Agreement.
- 53) **PIN** - a personal confidential Identification Code of the Customer/User enabling the execution of Transactions.
- 54) **Citi Mobile Token PIN** - a confidential six-digit Customer/User identification number used for Authentication, including Strong Authentication, with the use of Citi Mobile Token.
- 55) **'Comfort' Installment Payment Plan/Plan** - splitting the Transaction or a specific amount up to the Balance in Installments into installments in keeping with the rules set forth in the Terms and Conditions and in the Understanding, particularly in Chapter XIII of the Terms and Conditions.
- 56) **Payer** - a natural person, a legal person or an organizational unit without legal personality, having legal capacity under statutory law, that submits a Payment Instruction (Customer/User).
- 57) **Transfer Order** - a service, referred to in Article 3(4) of the Payment Services Act, except for an internal transfer order, SEPA transfer order and a transfer order in a foreign currency.
- 58) **Domestic Transfer Order in PLN** - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's domestic payment account with the provider in PLN.
- 59) **SEPA Transfer Order** - a service initiated by the payer, consisting in enabling the transfer of funds in EUR from the payer's payment account to the recipient's payment account if both or one of the providers operate in the territory of the Single Euro Payment Area (SEPA).
- 60) **Cross-Border Transfer Order in EUR** - a service initiated by the payer, consisting in enabling the transfer of funds in EUR from the payer's payment account to the recipient's payment account, other than a SEPA transfer order.
- 61) **Cross-Border Transfer Order in Foreign Currency** - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's payment account with the provider in a country other than the Republic of Poland and in a currency other than PLN and EUR.
- 62) **Cross-border transfer order in PLN** - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's payment account with the provider in a country other than the Republic of Poland, in PLN.
- 63) **Internal Transfer Order** - a service initiated by the payer, consisting in enabling the transfer of funds between payment accounts maintained by

- the same provider.
- 64) **Internal Transfer Order in PLN** - a service initiated by the payer, consisting in enabling to transfer funds between payment accounts in PLN maintained by the same provider.
  - 65) **Transfer Order in a Foreign Currency** - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's domestic payment account with the provider in a currency other than PLN and EUR.
  - 66) **Repayment Order** - a Payment Instruction submitted to the Bank, containing an order to make a Payment into the Card Account.
  - 67) **Understanding** - an arrangement between the Bank and the Customer concerning amendment to Agreement terms, including with respect to the interest rate, Additional Credit Limit/Loan to Card, Temporary Credit Limit Increase or Credit Limit increase, 'Comfort' Installment Payment Plans, made in writing, including in electronic form, in accordance with Article 7 of the Banking Law.
  - 68) **SMS Notification** - a service consisting in the transmission of messages regarding the payment account, with the use of short text messages.
  - 69) **Loan to Card (Additional Credit Limit/Loan to Card)** - a one-off increase in the Credit Limit, made available in Polish zlotys (PLN) in the form of a Domestic Transfer Order in PLN or an Internal Transfer Order in PLN, and split into installments under the 'Comfort' Installment Payment Plan, repaid in accordance with the Understanding and § 10(4) of these Terms and Conditions, agreed by the Bank with the Customer on a case by case basis by way of an Understanding.
  - 70) **Installment Transfer (Quick cash)** - withdrawal of funds from the Credit Limit for any consumer purpose in the form of an Internal Transfer Order in PLN or Domestic Transfer Order in PLN split into installments under the 'Comfort' Installment Payment Plan in accordance with the rules as set forth in the Agreement and Terms and Conditions, in particular in Chapter XIV of the Terms and Conditions, the transaction does not require Card activation.
  - 71) **Banking Law** - the Banking Law Act of 29 August 1997.
  - 72) **Paylite** - splitting the Transaction into installments under the 'Comfort' Installment Payment Plan in keeping with the rules set forth in the Terms and Conditions, particularly in Chapter XIV of the Terms and Conditions.
  - 73) **BLIK Account** - Card Account or Personal Account designated to be debited with the amount of BLIK Transactions or to be credited with the amount of BLIK Phone Transfers.
  - 74) **Card Account** - a technical PLN-denominated account maintained with the Bank in which the Transactions made and fees, commissions and interest due to the Bank under the Agreement as well as the Outstanding Balance payments are posted. The Card Account is directly assigned to a specified Card. The Bank opens the Card Account upon issuing a payment card - Primary Card or issuing a payment card - Supplementary Card. The Card Account may be changed if the Card is replaced in situations described in § 4(4) and § 4(5). The Card Account assigned to the Primary Card is presented each time in the Statement and available in Citibank Online or Citi Mobile.
  - 75) **Terms and Conditions** - the Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A., which together with the appendices, constitute an integral part of the Agreement.
  - 76) **Balance in Installments** - spreading out into installments under the 'Comfort' Installment Payment Plan of:
    - a) a specific amount of the Outstanding Balance shown in the Statement less the Minimum Amount Due from the last Statement and payments made, or
    - b) a part of the Outstanding Balance less the amount of the currently due capital under the 'Comfort' Installment Payment Plan and the Minimum Amount Due from the last Statement. The amount split into installments under the Balance in Installments does not include interest.
  - 77) **Outstanding Balance shown in the Statement** - the Outstanding Balance as at the date of issuance of the Card Account Statement, not including the outstanding principal under the Plan.
  - 78) **Concierge Service** - an 'arrange & book' service whose scope is specified in the Terms & Conditions of the Concierge Services (that document is available at the Bank's website [www.citibank.pl](http://www.citibank.pl)), available to holders of the Primary Citibank Platinum Credit Card or MasterCard Credit Card, with a special World graphic mark.
  - 79) **Strong Authentication** - authentication that ensures protection of data confidentiality by using at least two elements from the following categories:
    - knowledge possessed by the user only;
    - possession of something held only by the user;
    - user's characteristic features (what the user is); incorporated into such authentication and independent of one another so that a violation of one of those elements will not undermine credibility of others.
  - 80) **Preparation of a Payment Transactions Summary** - a service initiated by the Payer, consisting in a summary of payment account transactions in a given period being prepared by the entity that maintains the payment account; the statement is prepared in paper or electronic format.
  - 81) **Subscription** - a series of recurring Transactions in favor of the same Recipient.
  - 82) **BLIK System (BLIK)** - a mobile payment system managed by Polski Standard Płatności Sp. z o.o. with its registered office in Warsaw, which allows for carrying out BLIK Transactions.
  - 83) **Transaction** - any Cash Withdrawal, Internal Transfer Order in PLN, Domestic Transfer Order in PLN or payment for the purchased goods and services made with a Card, Contactless Medium or a Mobile Device, including:
    - a) Contactless Transaction - any Non-Cash or Cash Transaction made with a Card, Contactless Medium or a Mobile Device equipped with a Contactless Module at sales and service points, ATMs or other devices equipped with a Contactless Reader and allowing execution of such Transactions.
    - b) Non-Cash Transaction - any payment for purchased goods and services made at sales or service points, as well as any payment made without the physical usage of a Card, in particular orders placed in writing, by telephone, electronic media or via Citibank Online.
    - c) BLIK Transaction - a Transaction under the BLIK System made under the terms and to the extent indicated in these Terms and Conditions:
      - BLIK Payment - a non-cash transaction performed under the BLIK System that requires entering a BLIK Code.
      - BLIK Phone Transfer - a Domestic Transfer Order in PLN or an Internal Transfer Order in PLN executed under the BLIK System on the basis of an Instruction submitted in Citi Mobile, consisting in transferring funds to the Recipient's account registered in the BLIK Database and executed in real time, on the date of submission on the instruction. BLIK Phone Transfer is a special Transaction.
      - BLIK Cash Withdrawal - a cash transaction, made without the use of a Card and executed under the BLIK System, requiring the entering of a BLIK Code and consisting of a cash withdrawal from an ATM.
    - d) Cash Transaction - any Cash Withdrawal at ATMs, banks or other financial institutions.
    - e) Special Transaction - a Transaction subject to repayment, accrual of interest and charging of fees or commissions in accordance with the Terms and Conditions and the Table of Fees and Commissions for Cash Transactions, i.e.:
      - Cash withdrawal from the Credit Limit for any consumer purpose, in the form of an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN, BLIK Phone Transfer,
      - Transaction made at entities that provide gaming and gambling services in accordance with the Gambling Law of November 19, 2009,
      - Transaction made at entities that provide foreign currency, virtual currency and means of payment exchange services, and entities that intermediate in such exchange;
  - 84) **Transaction Limits Table** - the table of limits and restrictions applicable to Transactions, included in Appendix 1 to these Terms and Conditions.
  - 85) **Interest Rates Table** - the table of interest rates included in Appendix 3 to these Terms and Conditions.
  - 86) **Table of Fees and Commissions** - the table of fees and commissions included in Appendix 2 to these Terms and Conditions.
  - 87) **Temporary Credit Limit Increase** - the amount of the allowed temporary Outstanding Balance in excess of the Credit Limit under the Primary Card, granted pursuant to § 10(3) of these Terms and Conditions.
  - 88) **Card Agreement/Agreement** - the agreement made between the Bank and the Customer for the issue and usage of a Payment Card (Card).
  - 89) **Unique Identifier** - the number of a payment account within the meaning of the Payment Services Act in the format determined in accordance with standards set forth in separate regulations, including the NRB.
  - 90) **Mobile Device** - a device with Internet access, with iOS, iPadOS, macOS or Android operating system.
  - 91) **CitiPhone Telephone Banking Service** - a service of access to the Card Account by telephone via the provider's hotline that enables the Customer to check the balance on the Card Account or to submit other instructions to the Card Account.

- 92) **Incoming Call Identification Service** - a function that allows for identification of a Customer/User who is making a call under the CitiPhone Telephone Banking Service using a Primary Mobile Phone; such identification is carried out on the basis of the mobile phone number used by the Customer/User, and notified previously to the Bank, and the CitiPhone PIN.
- 93) **Payment Services Act** - the Act of 19 August 2011 on payment services.
- 94) **Authentication** - a procedure enabling the Bank to verify the Customer's/User's identity or validity of use of a specific payment instrument, including the use of individual authentication data.
- 95) **3D Secure Authentication/3D Secure** - a method of authentication of Transactions made without the physical use of the Card via the Internet, consisting in the Customer/User entering the 3D Secure Password (Visa - under the name 'Verified by Visa', MasterCard - under the name 'MasterCard SecureCode') received to the Primary Mobile Phone Number and ePIN.
- 96) **Mobile Authentication** - authentication of a Payment Instruction or any other activity with a Citi Mobile Token.
- 97) **Citibank Online Authentication** - authentication of Special Transactions or Cashless Transactions carried out without physical use of the Card via the Internet, involving electronic identification of the Customer/User in Citibank Online through entering the User Name and the Identification Code.
- 98) **User** - a Supplementary Card user authorized by the Customer to make Transactions in the Customer's name and for the Customer's benefit using such Supplementary Card.
- 99) **End User** - a Customer using Citibank Online or requesting the provision of the Citibank Online service and a Customer using the CitiPhone Telephone Banking Service or requesting the provision of the CitiPhone Telephone Banking Service.
- 100) **Application** - any application for the issuance of a Card - Primary Card and granting of the Credit Limit or an application for the issuance of a Supplementary Card.
- 101) **Payment** - a cash or non-cash instruction, including a cash payment, resulting in an inflow of funds into the Card Account.
- 102) **Cash Deposit** - a service consisting in a cash payment into the consumer's payment account using a device enabling such a payment or at the provider's outlet.
- 103) **Statement** - a statement of the Transactions, Payments into the Card Account and of the interest, commissions and fees due to the Bank, covering the period of the previous billing month and including the information about the Minimum Amount Due and the due date.
- 104) **Payment Card Issuing** - a service consisting in issuing a payment card, referred to in Article 2(15a) of the Payment Services Act.
- 105) **Cut-off Times List** - a list of hours designating the time during a Business Day after which the Payment Instruction are be deemed received on the first Business Day after that date. The Cut-off Times List is appended to these Terms and Conditions and forms an integral part thereof.
- 106) **List of Representative Services** - the list of representative services linked to the payment account that are most commonly used by consumers on the domestic market, subject to a fee charged by at least one service provider operating in the territory of the Republic of Poland, published in the form of a regulation by the competent minister.
- 107) **Withdrawal** - a cash or non-cash instruction, including a Cash Withdrawal, resulting in an outflow of funds from the Card Account (account debiting).
- 108) **Cash Withdrawal** - a service consisting in a Withdrawal of cash from the consumer's payment account using a device enabling such a withdrawal or at the provider's outlet.
- 109) **Specimen Signature** - the Customer's signature affixed on the Citibank Credit Card Agreement or a notarized signature.
- 110) **Outstanding Balance** - the total amount of the Customer's liabilities to the Bank under the Agreement, covering the amount of the Transactions made, interest as well as all fees and commissions.
- 111) **Payment Instruction** - a statement made by the Customer/User or Recipient to the Bank, containing an order to initiate or carry out a Transaction or to make a Payment into the Card Account.
- 112) **Card Blocking** - cancellation of a Card by the Bank in accordance with applicable laws, provisions of the Agreement or these Terms and Conditions.
- 113) **Fee Summary** - a summary of fees and commissions charged by the Bank for Card Account services, which includes information about the total amount of interest payable for the period, delivered to the Customer free of charge at least once a calendar year, in the form agreed with the Customer.

## § 2

1. Cards are used to make payments for goods and services, within the Credit Limit, and for Cash Withdrawals in the territory of the Republic of Poland and abroad. A Transaction is equivalent to the utilization of the Credit Limit by the Customer, in full or in part, respectively, and results in debiting the Card Account with the amount corresponding to the amount of the Transaction plus the related commissions, fees and interest due.
2. Cards enable the execution of Contactless Transactions; this function is enabled upon Card's activation; however, the first Transaction made after the contactless function has been enabled or disabled may not be a Contactless Transaction. In the case of the Virtual Card, Contactless Transactions can be made via Google Pay or Apple Pay after activating the Virtual Card and adding it to Google Pay or Apple Pay.
3. By placing an instruction via Citibank Online or the CitiPhone Telephone Banking Service, the Customer may resign from the function that enables the execution of Contactless Transactions. The instruction to disable the contactless function placed via the CitiPhone Telephone Banking Service is free of charge.
4. The Customer may appoint an Attorney to represent them in contacts with the Bank under the Agreement. A power of attorney may be granted in writing at a Branch, which requires the Customer to make statement of will with the use of a Bank's form and an Attorney to provide a specimen signature.
5. In the case of powers of attorney that are not granted in the presence of the Bank's employee, the signature of the principal, i.e. the Customer, must be consistent with the Specimen Signature provided at the Bank or with the notarized Specimen Signature.
6. If the power of attorney has been signed before a foreign notary public, a Polish diplomatic post or consulate should certify the conformity of that power of attorney with the law of the place of issue unless it has been issued in a country with which the Republic of Poland entered into relevant international agreements discharging them from this obligation and ratified them. If such a power of attorney has been issued in a country being a party to the Hague Convention on Abolishing the Requirement of Legalisation for Foreign Public Documents, the power of attorney should be appended with an Apostille clause.
7. If the Power of Attorney was drafted in a foreign language, it should be translated into Polish by a certified translator of the Polish language.
8. A power of attorney may be revoked by the Customer in writing at a Branch, through the CitiPhone Telephone Banking Service or by way of a written revocation delivered to the Bank.
9. The provisions of these Terms and Conditions and of the Agreement referring to the Customer will apply, respectively, to the User/Attorney, with the provision that in relations between the Bank and the Customer the Customer will be financially liable to the Bank for any of the User's/Attorney's acts within the scope of usage of a Supplementary Card.

## Chapter II Making the Agreement and Issuing a Payment Card (Card)

### § 3

1. An Agreement may be made following the delivery of documents and information confirming the identity of the person applying for the making of the Agreement, as indicated by the Bank. The Bank may request additional documents and information from the Customer required to meet the obligations pursuant to the Act on Counteracting Money Laundering and Terrorism Financing of 1 March 2018.
2. The Bank will present the Customer with the Fee Information Document, in accordance with the Payment Services Act, in good time before making the Agreement. The Bank will present the Customer with the Fee Information Document also if there is a change in the amount of fees charged for a service included in the List of Representative Services.
3. The Bank may issue Cards in response to an Application filed by the Customer; in such a case, it may request additional documents from the Customer confirming the existence/absence and level of the Customer's income before concluding the Agreement as well as during the term of the same, in the scope required for assessing the Applicant's creditworthiness. The Bank may address the Customer with such a request not more frequently than on an annual basis.
4. The Customer will receive the Card Agreement or the confirmation of the making of an Understanding immediately after it is signed by the parties.



5. Promptly upon signing the Card Agreement, the Bank will issue a Card in a physical form at a Branch, or sends it to the correspondence address specified by the Customer. The Virtual Card is issued in accordance with § 9 below.
6. Upon the Customer's request, the Bank may grant to the Customer a Loan to Card pursuant to § 10(4) below.
7. The Agreement is made for an indefinite period, unless otherwise provided for therein. In the case of agreements made for a specific time, the agreement will be extended automatically for subsequent periods indicated in the Agreement, unless:
  - a) The Customer notifies the Bank of their intent not to renew the Agreement not later than 30 days before the lapse of the term provided for in the Agreement or any of the subsequent periods for which the Agreement has been made, or
  - b) the Bank notifies the Customer in writing, to the last mailing correspondence address given by the Customer, of their intent not to extend the Agreement not later than 30 days before the lapse of the term provided for in the Agreement or any of the subsequent periods for which the Agreement has been made.
8. The Card's expiry date will be specified on the Card or in the Citi Mobile, provided that the validity period of the Supplementary Cards expires upon the expiry of the Primary Card. The Card is valid through the last day of the month specified as the end of the Card's validity period. If the Agreement expires or is terminated before the Card's expiry date, the Bank may Block the Card.
9. The Customer may withdraw from the Agreement on the conditions specified in the Card Agreement. The Customer receives the "Statement of Withdrawal from the Agreement" form along with the Card Agreement.
10. The Agreement is not subject to Article 131(1)(2)(b) and Article 131(2) of the Act on Universal Duty to Defend the Republic of Poland of 21 November 1967.

#### § 4

1. Promptly upon receiving the Primary Card on the form of a physical card, the Customer will be obliged to sign the Card permanently, to activate the Card and to define the PIN and ePIN. The Customer may activate the Primary Card and define the PIN via Citibank Online, Citi Mobile, Interactive Voice Responder or via the CitiPhone Telephone Banking Service. The Customer may activate the Supplementary Card and define the PIN via Citi Mobile.
2. The Card in the physical form constitutes the property of the Bank.
3. The type of the Card is specified in the Application. Types of Cards offered by the Bank are specified in the Table of Fees and Commissions. The Customer may change the type of the Card during the term of the Agreement subject to relevant fees collected by the Bank in accordance with the Table of Fees and Commissions.
4. During the term of the Agreement, the Bank may replace the Card if:
  - a) the validity period of the Card has expired,
  - b) changes in the technological or operational systems of the Bank have been implemented, provided that such changes have an impact on the performance of the Agreement and the functionality of the Card,
  - c) any justified circumstances have occurred in connection with the security of the Card,
  - d) there is no possibility to unblock the Card that was previously blocked by the Bank after the reason of blocking ceased to exist.
5. During the term of the Agreement, the Bank may replace the Card with a Card of a different type, provided that the Customer is notified about such a change at least 2 months in advance, if:
  - a) a given type of the Card has been withdrawn from the Bank's offer,
  - b) the Payment Organization to which the Bank has commissioned payment services connected with the Card has been replaced,
  - c) co-operation with an external partner has been terminated,
  - d) a loyalty program has been terminated by an external partner,
  - e) the Customer has withdrawn from participating in a loyalty program conducted by an external partner; or
  - f) the Customer has executed no Transaction for a period longer than 6 months from the last Transaction or from the date of making of the Agreement if no Transaction has been executed.
6. Any change of the type of the Customer's Card will result in the change of the type of the Cards issued to the Users and the replacement of Contactless Media issued to the Card.

### Chapter III Supplementary Cards and Contactless Media

#### § 5

1. Upon the Customer's application, the Bank may issue payment cards - Supplementary Cards to Users designated by the Customer.
2. Promptly upon receiving the Supplementary Card on the form of a physical card, the User is obliged to sign the Card permanently, to activate the Card and to define the PIN and ePIN. The Customer may activate the Supplementary Card and define the PIN via Citibank Online or Interactive Voice Responder. The User may activate the Supplementary Card and define the PIN via Citi Mobile.
3. The Customer will be liable for any Transactions made with Supplementary Cards and for any overrun of the Supplementary Card Credit Limit by a User. The Customer will have the right to submit an application to the Bank at any time to change the Supplementary Card Credit Limit within the Credit Limit. An instruction to change the Supplementary Card Credit Limit may be submitted by the Customer at a Branch, via Citibank Online or the CitiPhone Telephone Banking Service, and it will be effective, at the latest, on the following Business Day unless the actually utilized Supplementary Card Credit Limit is higher than the Limit applied for by the Customer. Transactions made with Supplementary Cards are charged to the Primary Card Account and the Credit Limit.
4. The Supplementary Card has a technical Card Account separate from the Primary Card Account, with Payments made into that account being repayment of the Outstanding Balance.
5. On the Customer's application, the Bank may provide the Customer/User with a Contactless Medium to the Card enabling the execution of the Contactless Transactions. Promptly upon receiving the Contactless Medium, the Customer/User will be obliged to assign their Contactless Medium PIN and to activate the Contactless Medium. The Supplementary Card User may activate the Contactless Medium and define the PIN via Citibank Online or Interactive Voice Responder.
6. The Supplementary Card and the Contactless Medium may be used exclusively after their activation, during the term of the Primary Card Agreement, on the terms and conditions laid down therein. A Supplementary Card and/or a Contactless Medium will lose their validity upon Agreement termination.
7. Otherwise, the provisions of these Terms and Conditions applicable to the Card apply accordingly to the Contactless Medium.
8. The Customer or User may withdraw from using their Supplementary Card or Contactless Medium at any time.

### Chapter IV Rules for use of the Card Account

#### § 6

1. A Card may be used only during the term of the Agreement, on the terms and conditions laid down therein, during the Card validity period and after its activation.
2. The Card expires:
  - a) upon the expiry of its validity period (upon the lapse of the last day of the month of validity indicated on the Card),
  - b) due to blocking,
  - c) when exchanged for a new Card,
  - d) in the event of death of the Customer - with regard to the Primary Card and Supplementary Card, and in the event of death of a User - with regard to a Supplementary Card, expiration, termination or withdrawal from the Agreement,
3. The Virtual Card shall expire if the corresponding Card in physical form is activated.
4. The expiry of the Card will not discharge the Customer from the obligation to repay the Outstanding Balance resulting from any Transactions executed before but posted after the Card has expired.

5. Under the circumstances described in Clause 2, the Card in the physical form should be promptly destroyed so that its further use is prevented: by cutting through the chip and magnetic strip and cutting through the CVV2/CVC2 code, or returned to the Bank.
6. The Bank introduces limits and restrictions, indicated in the Transaction Limits Table, for Card Transactions, BLIK Transactions and Transactions made via Citibank Online.
7. The Bank is authorized to change any limits of Transactions if it is reasonable due to the security of a Payment Instrument and in the event of a change of or introduction of new services or new legal regulations or guidelines issued by supervisory authorities applicable to the performance of the Agreement in respect of limits of Transactions. The Bank will notify the Customers of any change in the Transaction Limits Table using the procedure set forth in § 28(2) of the Terms and Conditions.
8. The levels of the limits applicable to the Contactless Transactions not requiring Strong Authentication result from provisions of law. Lower limits on Contactless Transactions may be set by Payment Organizations.
9. Information on limits of the aforesaid Transactions may be obtained by the Customer from the Bank by sending a query via any communication channel with the Bank.
10. The level of the value limit applicable to Contactless Transactions concluded in Poland without Strong Authentication requirement is specified in the Transaction Limits Table.
11. Regardless of the amount of a Contactless Transaction, the need may arise to conclude a given Transaction with the use of Strong Authentication.

## § 7

1. When executing a Payment Instruction submitted by a Customer/User, the Bank will ensure that the account of the Recipient's supplier is credited with the amount of the Transaction not later than 1 Business Day after the Bank received the Payment Instruction. The above time limit may be extended by another Business Day in the case of a Transaction initiated by a paper order.
2. The Bank will credit the Card Account with the amount of the Transaction at the value date of that Business Day on which the account of the Bank, as the recipient's provider, is credited with the amount of the Transaction. If the Bank makes no currency translation or makes a translation between EUR and the member state's currency or between currencies of two member states, the Bank will make the amount of the Transaction available to the Customer promptly after the account of the Bank, acting as the payment recipient's provider, has been credited with such an amount and the Card Account will be credited as follows:
  - a) promptly after the payment - for cash payments at ATMs or Bank Branches or by Internal Transfer Orders,
  - b) promptly after crediting the account of the Bank, as the recipient's provider, with such an amount - for other payment subject to paragraph 4 below the provisions of this §7. The obligation provided in this § 7.2 is applicable also to payments made within one provider.
3. The Card Account will be debited with the amount of the Transaction at a value date no earlier than the date on which the Card Account is actually debited with the amount of the Transaction.
4. The Bank is entitled to refuse to execute a Payment Instruction submitted by a Customer/User if the Customer/User has failed to meet the conditions specified in the Agreement or the possibility or obligation to refuse results from separate laws and regulations. In the event of refusal to execute a Payment Instruction, the Bank, at a Branch, via the CitiPhone Telephone Banking Service, via Citibank Online, via the Recipient, or with the use of electronic communication means, will notify the Customer of such a refusal and, if possible, of the reasons behind such a refusal and of the procedure for rectifying the errors that have led to the refusal unless such a notification is not allowed under separate laws and regulations.
5. The Bank has the right to refuse to execute a Payment Instruction submitted by the Customer because of the subject and purpose of the Payment Instruction if the payment transaction subject to the Payment Instruction raises a justified suspicion that the Card is used for unlawful purposes or involves an increased risk for the security of payment services provided by the Bank. Such cases are Payment Instructions on sale or purchase of cryptocurrencies, virtual currencies or property rights of a similar legal or economic nature that are associated with a high risk for buyers, including payment transactions whereby the recipient is an economic operator whose business activity consists in exchange of cryptocurrencies or virtual currencies into means of payment, or exchange of cryptocurrencies or virtual currencies, or which intermediates in such exchange.
6. The Bank is entitled to refuse to execute a Transaction if the Credit Limit is exceeded or if there is a suspicion that the Transaction is being carried out by an unauthorized person, including a suspicion that the entity submitting the Payment Instruction is not authorized to do so or that access to the Card Account is illegal. If the Bank denies access to the Card Account to a Third Party Provider, where such access is unauthorized or illegal, the Bank shall inform the Customer about such denial with SMS to the Customer's Primary Mobile Telephone Number provided to the Bank or via Citibank Online. The Bank shall inform the Customer about the denial before the access is denied. If it is not possible to inform the Customer before the access is denied, the Bank will inform the Customer immediately thereafter but no later than on the next business day after such denial. The Bank will not inform the Customer about the denial if such information compromises objectively justified security reasons or is against separate regulations.
7. Any settlements in the Card Accounts related to Payment Instructions will be made in Polish zlotys (PLN). In the case, where an incorrect entry is posted in the Card account, the Bank will have the right to correct such an entry (reversal/correction). The Bank will forthwith notify the Customer of making a correction/reversal of an incorrect entry, by including relevant information in the Statement.
8. For Payments deposited in the Card Account in a different currency than the currency of the Card Account, translations into Polish zlotys (PLN) will be made at the buy rate for currencies that is specified in the Table Exchange Rates table applicable upon the acceptance of the funds by the Bank.
9. The current exchange rates in effect at the Bank are presented in the Table Exchange Rates table made available to the Bank's customers through the Citibank Online Banking Service, through the CitiPhone Telephone Banking Service and on the Bank's website (<https://www.online.citibank.pl/kursy-walut/index.html>). The information about the exchange rates applied will be presented by the Bank in the transaction description provided in the account statement.
10. The Table Exchange Rates are published twice a day, at 9:00 a.m. and 4:30 p.m. on the days when the average exchange rate is published by the National Bank of Poland, and apply to Payments to Card Account currency conversion transactions effected using a Card.
11. On the days when the Bank does not publish Table Exchange Rates, transactions referred to in Clause 10 are made based on the applicable Table Exchange Rate table from the last business day.
12. Table Exchange Rates are determined based on the average Online Rates for the hour available on the Bank's website. The source of Online Rates is the current buying and selling exchange rates provided by Thomson Reuters news agency, adjusted by the Bank's margin of 5% (the margin is added to the Bank's selling rate, and subtracted from the Bank's buying rate). Under individual arrangements with the Customer, the Bank shall be entitled to apply a margin that is more favorable to the Customer.
13. The amounts of Transactions executed with a Card in a currency other than Polish zlotys (PLN) will be translated by the Payment Organization into the Polish zlotys (PLN) at the rate of the Payment Organization that is settling the Transaction. Subsequently, the amount of a Transaction plus a commission for conversion (as per Table of Fees and Commissions for Citibank Credit Cards) will be posted in the Card Account. The commission will be charged on the day of posting the transaction. The value of the collected commission will be presented by Bank in the description of Transactions in the Statement.
14. The actual posting of Transactions in the Card Account will be effected up to 14 days from the date of a Transaction, immediately after the Bank receives electronic documents confirming that the Transaction has been made by the Payment Organization that is settling it.
15. If the Transaction is initiated by or through the Recipient and the exact amount of the transaction is not known when the Customer/User gives consent to such Transaction, the Bank may block funds in the payer's Card Account only if the payer has agreed to have a specified amount of funds to be blocked. The Bank will release the funds blocked in the Card Account in accordance with the preceding sentences promptly after it has received the Payment Instruction and information about the specified amount of the payment transaction.
16. Exchange rates applied by the Payment Organization for translations of amounts of Transactions executed with a Citibank Credit Card into PLN are available on the website of the Bank <https://www.citibank.pl/kursy-walut/> along with the rules of their application. For Transactions executed using a Card in currencies of the European Economic Area other than PLN, if the payment service providers of the payer and of the payee are located in the European Economic Area, the Bank will send to the Customer or User, immediately after the receipt of the Payment Instruction by the Bank,

- an e-mail or text message with information on the total amount of currency conversion fees expressed as a margin percentage in relation to the most current euro reference exchange rate published by the European Central Bank. The Bank will also send the information referred to in the preceding sentence to the Customer or User via Citibank Online or by e-mail once during the month in which the Bank received the payment instruction denominated in the currency referred to in the preceding sentence.
17. Information on Transactions is available via Citibank Online, Citi mobile, CitiPhone Telephone Banking Service and at Branches to:
    - a) Customer - information on Transactions executed with the Primary Card and Supplementary Cards,
    - b) User - information on Transactions executed with the Supplementary Card.
  18. The Customer will be obliged to repay at least the Minimum Amount Due as specified in the Statement. The repayment should be made within the time limit specified in the Statement, which will not be shorter than 26 days from the issuance of the Statement by the Bank. No Payment made into the Card Account before the date of issuance of the Statement discharges the Customer from the obligation to pay at least the Minimum Amount Due as specified in the Statement.
  19. In the case of any breach of the provisions of § 7(18), the Bank reserves the right to undertake debt collection activities against the Customer aimed at ensuring voluntary settlement of the overdue amounts. The Bank or the entities authorized to act on the Bank's behalf may undertake in particular the following debt collection activities: telephone reminders, dunning letters and other activities pursued outside the Bank's registered office.
  20. Subject to Transactions made in the manner set forth in § 7(23)-(25), (30)-(33), and (45) below or Transactions made as a result of entering into the Agreement referred to in § 23 (9) below, a Transaction made with a Card shall be deemed authorized by the Customer/User if it has been confirmed by the use of the PIN number, by the Mobile Device Unlocking Method or by the Biometric Method, or by the Customer/User signing a debit document in accordance with the signature on the Card, or by the Specimen Signature - in cases where Strong Authentication is not required. By confirming a Transaction, the Customer/User agrees to debit the Card Account with the amount of such Transaction including fees and commissions resulting from the Table of Fees and Commissions.
  21. An instruction for Cash Payment into the Card Account:
    - a) in the case of a cash payment made via an ATM - will be deemed authorized if it is confirmed by the PIN,
    - b) at a Branch - will be deemed authorized if it is confirmed by the PIN or signature of the Customer.
  22. A Cash Withdrawal from an ATM by means of a Card will be deemed authorized if it is confirmed by the PIN, unblocking the Mobile Device or by the Biometric Method. A Cash Withdrawal made from ATMs in Poland or abroad by means of a Card is subject to restrictions provided by applicable laws.
  23. A BLIK Cash Withdrawal Instruction is considered authorized, by the Customer/User, if the Customer/User has authorized its execution by logging into Citi Mobile, generating a BLIK Code, entering the generated BLIK Code at the ATM, and confirming the Payment Instruction in Citi Mobile by selecting the appropriate function button used to deliver the Payment Instruction to the Bank and performing Mobile Authentication - if the Bank requires Strong Authentication.
  24. A BLIK Phone Transfer Payment Instruction is deemed authorized by the Customer/User if the Customer/User has given his/her consent to its execution by logging into Citi Mobile and confirming the Payment Instruction in Citi Mobile by selecting the appropriate function button used to deliver the Payment Instruction to the Bank and performing Mobile Authentication - if the Bank requires Strong Authentication.
  25. A BLIK Payment Instruction shall be deemed authorized by the Customer/User if the Customer/User has authorized its execution by logging into Citi Mobile, generating a BLIK Code, entering the generated BLIK Code at a point-of-sale (POS) terminal or through an Internet Payment Operator selected by the Customer/User, confirming the Payment Instruction in Citi Mobile by selecting the appropriate function button used to deliver the Payment Instruction to the Bank, and performing Mobile Authentication - if the Bank requires Strong Authentication.
  26. By authorizing a BLIK Transaction, the Customer/User approves debiting of the chosen BLIK Account with the amount of such a BLIK Transaction plus the fees and commissions as per the Table of Fees and Commissions.
  27. For security reasons, when executing Transactions using the PIN, triple entry of a wrong PIN will automatically block the PIN, which means that the Customer/User will not be able to make any PIN-based Transactions using, respectively, the Card or Contactless Medium until its unblocking is agreed on with the Bank.
  28. Unless prohibited by applicable provisions of law or unjustified for security reasons, the Bank will notify the Customer forthwith of blocking the Payment Instrument and the reasons therefor: at a Branch, via the CitiPhone Telephone Banking Service, via Citibank Online, via the Recipient or with the use of electronic communication means. The Customer may contact the Bank in connection with blocking the Payment Instrument at a Branch, via the CitiPhone Telephone Banking Service, via Citibank Online and with the use of electronic communication means, as well as in writing.
  29. The Bank will unblock the Payment Instrument or replace it with a new one if the reason for blocking ceased to exist.
  30. In the case of a Contactless Transaction:
    - a) equal to or in excess of the Contactless Transaction Value Limit, or in the cases stipulated in § 7(64) below, the Transaction will be deemed authorized if it has been confirmed by entering the PIN, by the Method of Unblocking the Mobile Device or by the Biometric Method. Besides, where Strong Authentication is not required by the Bank, the Transaction is deemed authorized if confirmed with the Customer's/User's signature on the debit note matching the signature on the Card;
    - b) below the Contactless Transaction Value Limit - the Transaction will be deemed authorized upon delivery of the details of the Card or Contactless Medium saved in the Contactless Module that are required to execute the Transaction, by putting the Card or Contactless Medium in the proximity of the device that enables reading the data saved in the Contactless Module. In the cases set forth in § 7(64) below, the Transaction is deemed authorized if confirmed with the PIN, by the Method of Unblocking the Mobile Device or by the Biometric Method;
    - c) in Contactless Transactions other than specified in a) and b) above, where the Bank is not obligated to apply Strong Authentication under applicable provisions of law, the Transaction will be deemed authorized upon delivery of the details of the Card or Contactless Medium saved in the Contactless Module that are required to execute the Transaction, by putting the Card or Contactless Medium in the proximity of the device that enables reading the data saved in the Contactless Module.
  31. In the case of a device where transactions are initiated through confirmation of holding a Card, the Transaction is authorized by the physical presentation of the Card by the Customer/User in the device and PIN confirmation. In cases where Strong Authentication is not required under applicable laws, the Transaction is authorized through physical presentation of the Card in the device.
  32. For Transactions executed remotely without physical presentation of the Card (executed over the phone, in writing or via the Internet), the Transaction shall be deemed to have been authorized by the Customer/User through provision of the details of the Card or the Customer/User, depending on the Recipient's requirements, including the name and surname, the Identification Code, the number and expiry date of the Card or CVV2/CVC2 code, and confirmation of the Transaction (if required by the Bank) with the 3D Secure Authentication or a Mobile Authentication or Citibank Online Authentication or by the Method of Unblocking the Mobile Device or by the Biometric Method.
  33. The use of the Card's number and the CitiPhone PIN, or the CitiPhone PIN only if the Customer/User has an active Incoming Call Identification Service, while placing telephone Payment Instructions constitutes the Customer's/User's consent for the execution of such Payment Instructions, including debiting the Card Account, by the Bank.
  34. The Bank does not allow the Customer/User to execute a Payment Instruction from the Card Account in the form of a SEPA Transfer Order, Transfer Order in Foreign Currency, Cross-border Transfer Order in PLN, Cross-border Transfer Order in EUR or a Cross-border Transfer Order in Foreign Currency.
  35. The Customer may instruct the Bank to execute an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN from the Card Account as follows:
    - a) via CitiPhone,
    - b) via Citibank Online,
    - c) via Citi Mobile,
    - d) with a BLIK Phone Transfer.
  36. The Bank will execute a Payment Instruction if the Credit Limit on the Card Account is sufficient to execute the Transaction, the Payment Instruction is not connected with any countries or entities covered by international sanctions or embargoes, in particular those imposed by the EU, US or UN and, additionally, with respect to an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN from the Card Account, provided that:

- a) the Customer/User has provided the Bank with or has confirmed to the Bank (including in the case of Pay by Link Transactions) the correct NRB of a valid Recipient's account, and in the case of a BLIK Phone Transfer, the recipient's phone number registered in the BLIK Relationships Database, required to initiate or execute the Internal Transfer Order in PLN or the Domestic Transfer Order in PLN, and
  - b) the Customer/User has provided the Bank with (or has confirmed to the Bank, in the case of Pay by Link Transactions) all information required to initiate or execute the Internal Transfer Order in PLN or the Domestic Transfer Order in PLN, i.e. the currency, amount of the Transaction, name of the Recipient and name of the transfer.
37. In the case of Payment Instructions submitted through a Third Party Provider, the NRB and information required to initiate or execute the Internal Transfer Order in PLN or the Domestic Transfer Order in PLN are provided by the Third Party Provider.
  38. The Bank will execute a Payment Instruction for Cash Payment into the Card Account if the Customer/User has provided to the Bank:
    - a) for a Cash Payment via an ATM: the PIN and the Cash Payment amount,
    - b) for a Cash Payment at a Branch: Card number/Card Account number in NRB format and cash payment amount,
  39. If a Repayment Order is established, modified or canceled, the Customer will be obliged to notify that fact to the Bank at least one Business Day prior to the order execution date.
  40. Subject to Clause 43 and 44 below, Payment Instructions authorized by the Customer/User and delivered to the Bank will be deemed to be confirmed by the Customer/User and instructed to the Bank for execution in a valid and effective manner. The Customer/User must not cancel or modify any Payment Instruction after it is received by the Bank.
  41. In cases where a payment transaction is initiated by an authorized Third Party Provider or by the Recipient or through the same, a Payment Instruction regarding payment transactions cannot be recalled or modified after consent has been given to such Third Party Provider to initiate the payment transaction through the same or after consent has been given to the Recipient to execute the payment transaction.
  42. After expiry of the time limits set forth in Clauses 41-43 above, the Payment Instruction can be recalled or modified only upon agreement between the Customer/User and the relevant provider (Bank or Third Party Provider). For a payment transaction initiated by the Recipient or through the same, any recall or modification of a Payment Instruction after expiry of the time limits set forth in this paragraph must also be approved by the Recipient.
  43. A Payment Instruction submitted via:
    - a) Citibank Online (including a Payment Instruction for a Pay by Link Transaction) or Citi Mobile will be deemed authorized by the Customer/User if the Customer/User has given their consent to execute it by way of logging in to Citibank Online or Citi Mobile, entering (or confirming - in the case of Pay by Link Transactions) the details of the Payment Instruction and confirming the execution of the Payment Instruction by selecting the relevant function button used to submit the Payment Instruction to the Bank and by entering the relevant Authorization Code or performing a Mobile Authentication (including based on an Authorization Code) - if the Bank requires Strong Authentication,
    - b) the CitiPhone Telephone Banking Service will be deemed authorized by the Customer/User if the Customer/User has given their consent to execute it, after having entered the Card number and having confirmed it with the CitiPhone PIN, or after having it confirmed only with the CitiPhone PIN in a situation where the Customer has activated the Incoming Call Identification Service,
    - c) a Branch will be deemed authorized by the Customer/User after the identity of the Customer/User is verified against the document that confirms their identity, or by entering PIN, and, then, by confirming the Payment Instruction with a signature or PIN.
  44. Authorization for a payment transaction may also be given through the Recipient or the Recipient's service provider and through an authorized Third Party Provider.
  45. If the Customer has established a Card Repayment Order, it will be deemed that the Customer's consent has been given to execute all future transactions specified in the order.
  46. Subject to Clauses 49 and 51-53 below, the Bank shall start executing a Payment Instruction upon receiving it unless the Bank and the Customer/User have agreed that the execution of the Payment Instruction will commence on another day, as specified in the Payment Instruction.
  47. If a Payment Instruction is received by the Bank on a day that is not a Business Day for the Bank or on a Business Day, but after the cut-off time specified by the Bank in the Cut-off Times List, the Payment Instruction is deemed to have been received by the Bank on the first Business Day following that day, with BLIK phone transfers being executed immediately, and crediting the Recipient's account with the amount of transferred funds shall take place upon submission of the Payment Instruction including the instruction for such transfer. Where the authorization concerns subsequent payment transactions, the withdrawal shall apply to all payment transactions that have not been executed, unless the Customer indicated otherwise.
  48. The Bank will not debit the Card Account before receiving a Payment Instruction.
  49. In the case of Payment Instructions submitted by the Customer/User via the CitiPhone Telephone Banking Service, the Bank may confirm such a Payment Instruction by telephone on its submission day or on the next Business Day using the contact telephone number specified by the Customer/User - provided that the Customer/User was notified of such a requirement when they were submitting the Payment Instruction. In such case, the Payment Instruction will be deemed accepted for execution after the above confirmation is received.
  50. In the case of Non-Cash Transactions executed with a Card, a Payment Instruction will be deemed to be received upon the receipt by the Bank of the information (electronic settlement file) relating to the Transaction from the Payment Organization.
  51. If the execution of a Payment Instruction is conditional on the acceptance of an application or a complaint submitted by the Customer/User, the Payment Instruction will be deemed received on the day on which such application or complaint is accepted.
  52. After the Statement has been issued, the Customer may repay the Outstanding Balance before the due date provided in the Statement. Such early repayment, subject to Clause 57, will be counted towards the Outstanding Balance. The Customer will not be obliged to pay any interest on the repaid Outstanding Balance after its repayment before the due date provided in the Statement.
  53. The Customer may repay the Outstanding Balance or a portion thereof by means of Repayment Order, Credit Transfer Order, Internal Transfer Order, SEPA and Foreign Currency Transfer Order, BLIK Phone Transfer, by Cash Deposit, at the Branches or ATMs indicated by the Bank. The outstanding balance repayment at an ATM or a Bank Branch is subject to a fee in accordance with the Table of Fees and Commissions. The Repayment Order will be executed by the Bank provided that one Business Day prior to the designated repayment day of the Outstanding Balance sufficient funds are available in the account from which the Repayment Order is to be executed.
  54. The date of repayment of the Outstanding Balance is deemed to be the date of crediting the Card Account. The Bank will promptly settle any repayments of the Outstanding Balance.
  55. Subject to Clause 58 below, any amounts paid or obtained by the Bank in connection with the Agreement will be counted towards the Outstanding Balance shown in the Statement, in the following order:
    - a) principal and interest installments under the Plan and interest;
    - b) fees and commissions;
    - c) Outstanding Balance under Cash Transactions, subject to Clause 59 below;
    - d) Outstanding Balance under Non-Cash Transactions, subject to Clause 59 below.
  56. Any amounts credited to the Card Account due to returned Transactions will not be deemed to be repayment of the Outstanding Balance shown in the Statement. The amounts of returned Transactions will be deducted only from the current Outstanding Balance on the Card.
  57. If the Card Account records Transactions bearing different interest rates, the Outstanding Balance under Cash and Non-Cash Transactions bearing a lower interest rate will be repaid first.
  58. In the case of Cards issued in cooperation with external partners, the Bank may convert the amounts of selected Non-Cash Transactions into additional benefits in the form of points or reward miles in loyalty programs of external partners specific to particular types of Cards. The conversion of the amounts of Transactions takes place at least once a month and is the result of dividing the amount of Transactions by the ratio determined by the Bank and published on the Bank's website at [www.citibank.pl](http://www.citibank.pl), in relevant regulations of loyalty programs and in promotional materials available in Branches.
  59. The specific rules of granting benefits referred to in Clause 60 above and other rights of the Customer holding a Card issued in co-operation with external partners, in particular discounts under the loyalty programs of the external partners, are described in the relevant terms and conditions of loyalty programs, on the Bank's website at [www.citibank.pl](http://www.citibank.pl) and in promotional materials available at Branches.
  60. The Bank will announce any changes in the rules of granting benefits referred to in Clause 60 above in a manner provided for in the terms and conditions valid for a given loyalty program.



61. The burden of proving that the Transaction has been authorized and correctly recorded in the Transaction system and has not been affected by a technical breakdown or any other deficiency related to a payment service provided by the Bank, lies with the Bank.
62. Where the Customer uses an online device operating online for the purpose of Authentication or Strong Authentication, the Bank may use a method based on testing a specified set of features and properties of such device, which makes it probable that the Customer has earlier used the device to submit a Payment Instruction or to perform any other action - provided that the device is used only by the Customer. If the Bank uses the method described in this paragraph as part of Strong Authentication, the Bank will treat the verified device as one of the elements of Strong Authentication.
63. The Bank requires Strong Authentication in cases provided for under applicable laws.

## **§ 8**

1. The Card Account is not a deposit account. The Customer is not authorized to keep funds in the Card Account. The Customer will reimburse the costs of overpayment in the Card Account in keeping with the Table of Fees and Commissions.
2. If there is an overpayment on the Card, the Bank shall be obliged to refund it, and the Customer shall be obliged to immediately indicate the method of refund. The Customer may indicate the method of refunding the overpayment at a Branch, via the CitiPhone Telephone Banking Service, via Citibank Online using the Contact Us tab, or in writing via mail. An order to refund the overpayment submitted in the manner indicated in the preceding sentence shall not incur the commission indicated in the Table of Fees and Commissions for a Special Transaction. The submission of the overpayment refund order via the CitiPhone Telephone Banking Service shall not be subject to the CitiPhone Telephone Banking Service fee. Submitting the overpayment refund order via Citibank Online may require Authentication, including Strong Authentication, in accordance with these Terms and Conditions.
3. If the Agreement expires, the Bank will settle the account with the Customer within 14 days from the date of expiration. The Bank will transfer the amount of the overpayment, if any, to the account indicated by the Customer in the manner specified in Clause 2 above. In the absence of an instruction referred to in the preceding sentence, to another account of the Customer at the Bank, in the absence of such an account, to the account belonging to the Customer from which the repayment was made. If none of the above ways of refunding the overpayment is possible, the Bank will send information to the Customer with a request to indicate the account to be refunded.
4. Each Transaction reduces the available Credit Limit. Subject to § 10(3) and (4) below, the Credit Limit is renewable and each repayment increases the available Credit Limit by the amount of such a repayment. The payments exceeding the amount of the Outstanding Balance do not increase the Credit Limit granted and bear no interest. Any Payments exceeding the amount of the outstanding balance will be allocated towards the repayment of the outstanding balance resulting from 'Comfort' Installment Payment Plan (if any is active in the Card Account), in the order of activation, starting from the oldest Plan.
5. The Bank reserves the right to refuse to return the overpayment in the case of:
  - a) reasonable suspicion as to the authenticity of the instruction received by the Bank or the lack of clear indication of the account to which the overpayment is to be returned,
  - b) reasonable doubt as to reliability of the identity document presented by the person placing the overpayment return instruction and failure to present, at the Bank's request, an additional identity document with a photograph,
  - c) inability to determine the identity of the person giving a written overpayment return instruction.
6. The available Supplementary Card Credit Limit will be automatically renewed on a monthly basis, i.e. on the day following the issuance of a Statement (if the Outstanding Balance is repaid directly to the Card Account assigned to a Supplementary Card, the Supplementary Card limit will be renewed automatically, and the payment will be counted towards the Outstanding Balance of the Primary Card).
7. The Customer will be obliged to control the amount of their current Outstanding Balance to the Bank. Should the Credit Limit be exceeded by the Customer/User, the Customer will be obliged to promptly repay the amount by which the Credit Limit has been exceeded.

## **Chapter V Virtual Card**

### **§ 9**

1. A Virtual Card is issued to Customers who have active access to the Citi Mobile app in the event of:
  - a) the replacement of the existing Card due to its renewal in accordance with Clause 4(4)(a), or in the event of its cancellation,
  - b) in case of issuance of a new Card in physical form, provided that a Virtual Card will not be issued in case of issuance of a new Card in physical form at the Branch.
2. From the time the Bank issues a Virtual Card until it expires, it is only available in Citi Mobile.
3. Prior to its use, the Virtual Card must be activated. The Virtual Card may be activated only in Citi Mobile within a period of not more than 30 days from its issuance. The Virtual Card is valid from the time it is activated until the corresponding Card issued in physical form is activated, but for not longer than 90 days from its issuance. When a Virtual Card expires, the Bank will replace its data with that of the corresponding Card issued in physical form.
4. The Virtual Card cannot have the PIN Code or the signature specimen set, thus it is not possible to perform Transactions that require Authentication based on these elements.
5. The Virtual Card may be used to make the following transactions:
  - a) contactless transactions executed via Google Pay or Apple Pay and to use it in accordance with the rules stipulated in the Terms and Conditions for Use of Payment Cards of Bank Handlowy w Warszawie S.A. with Google Pay and/or the Terms and Conditions for Use of Payment Cards of Bank Handlowy w Warszawie S.A. with Apple Pay, as applicable, after it being added to Google Pay or Apple Pay.
  - b) remote transactions without physical use of the Card, including Subscriptions.
6. The expiration date of the Virtual Card, its number and CVV2/CVC2 code are available to the Customer in Citi Mobile after the Virtual Card has been activated following a logging in.
7. The CVV2/CVC2 code of the Virtual Card is different from that on the Card in physical form to which the Virtual Card was issued.
8. The cancellation of a Virtual Card results in the cancellation of the corresponding Card issued in physical form. To the extent not regulated in this chapter, the other provisions of the Terms and Conditions shall apply to the Virtual Card.

## **Chapter VI Changes in the Amount of Credit Limit; Temporary and Additional Credit Limits**

### **§ 10**

1. The Bank will have the right to reduce the Credit Limit or Loan to Card if the Customer fails to meet the conditions on which the credit has been granted or if the Bank, on the basis of assessment of objective information, establishes that the Customer has lost their creditworthiness required for repayment of the credit in the amount of the Credit Limit. The Bank will notify the Customer promptly in a letter about its decision to reduce the Credit Limit.
2. The Bank may raise the Credit Limit at the Customer's request. The Customer may reduce the Credit Limit. Any increase or decrease in the Credit Limit will be made under an Understanding.
3. The Bank may grant to the Customer, at the Customer's request submitted via the CitiPhone Telephone Banking Service, a Temporary Credit Limit Increase for a period of up to 45 days. The Temporary Credit Limit Increase will be made under an Understanding.
4. The Bank may grant to the Customer, under an Understanding, a non-revolving Additional Credit Limit, which can be granted only in the form of an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN from the Card Account, which may be used for any consumer purpose. The provisions of these Terms and Conditions that apply to the Credit Limit will accordingly apply to the Loan to Card (Additional Credit Limit), for which the repayment, the accrual of fees, commissions and interest takes place under the 'Comfort' Installment Payment Plan, as set forth in Chapter XV of these Terms and Conditions.
5. The Understanding regarding the amount of the Credit Limit or repayment terms will become effective after such terms are agreed on by the Bank and the Customer and after the Bank issues a positive credit approval.

## **Chapter VII Fees, Commissions and Interest**

### **§ 11**

1. The Bank will be authorized to charge fees and commissions specified in the Table of Fees and Commissions as well as interest specified in the Interest

Rates Table, applicable on the date of making of the Agreement. Such fees, commissions and interest rates may be subject to change in accordance with § 12 of these Terms and Conditions.

- The Bank will charge an annual fee on the Customer, in the amount and at intervals as specified in the Table of Fees and Commissions, and will include the same in the Statement made available to the Customer.
- The Bank will charge any due fees, commissions and interest by debiting the Card Account, also when the said debiting results in the granted Credit Limit being exceeded.
- The Bank shall accrue interest on the amounts of all Transactions, in accordance with the interest rate calculated according to the rules set forth in § 12 of the Terms and Conditions, for each day, starting from the date of posting of the Transactions to the Card Account until the date of full repayment of the Outstanding Balance. Interest on Non-Cash Transactions will not be charged if the Outstanding Balance shown in the Statement is repaid before the lapse of the time limit specified in the Statement, which may not be shorter than 26 days from the issuance of the Statement by the Bank. If the Minimum Amount Due is not repaid in the aforesaid time, the Bank may commence a debt collection procedure. Interest on Cash Transactions is accrued regardless of full repayment of the Outstanding Balance shown in the Statement prior to the lapse of the time limit specified in the Statement.
- The annual percentage rate, the total cost of credit and the total amount of all costs, fees and commissions may be subject to change and depend in particular on the amount of the Outstanding Balance, the interest rate, the fees and commissions rates as well as the Outstanding Balance's due date and the type of Transactions giving rise to the Outstanding Balance.

## § 12

- Interest accrued on the credit extended on the basis of the Agreement, subject to Clause 3, will be determined using a variable interest rate. The interest rate accrued on the credit extended under the Agreement made on or after 1 December 2018 equals the maximum interest rate determined in accordance with applicable laws. The interest rate accrued on the credit extended under the Agreement made on or before 30 November 2018 equals fourfold Lombard rate of the National Bank of Poland, set by the Monetary Policy Council, published by the National Bank of Poland. In the case of the Citibank World Elite MasterCard Ultime Credit Card, the interest rate on the credit may not exceed 20% per annum, subject to Clause 6.
- The Bank will increase or decrease the interest rate accrued on the credit extended under the Agreement, after the interest rate applicable to the Agreement has been increased or decreased, respectively; such rate being the maximum interest rate in the case of the credit extended under the Agreement made on or after 1 December 2018 or the Lombard rate of the National Bank of Poland in the case of credit extended under the Agreement made on or before 30 November 2018. The Bank shall increase or decrease the interest rate by the equivalent of the increase or decrease of the maximum interest rate or four times the increase or decrease of the National Bank of Poland's Lombard rate, respectively, on the first day of the new interest rate.
- The variable interest rate accrued on the 'Comfort' Installment Payment Plan opened on or after 1 December 2018 equals the maximum interest rate determined in accordance with applicable laws. The variable interest rate accrued on the 'Comfort' Installment Payment Plan opened on or before 30 November 2018 equals four times the Lombard rate of the National Bank of Poland. The Bank may agree with the Customer, under an Understanding, on an individual interest rate for the 'Comfort' Installment Payment Plan, which may be either fixed or variable.
- The Bank will increase or decrease the interest rate accrued on the credit extended under the 'Comfort' Installment Payment Plan, after the interest rate applicable to the 'Comfort' Installment Payment Plan has been increased or decreased, respectively; such rate being the maximum interest rate in the case of the credit extended under the 'Comfort' Installment Payment Plan made on or after 1 December 2018 or the Lombard rate of the National Bank of Poland in the case of credit extended under the 'Comfort' Installment Payment Plan made on or before 30 November 2018. The Bank shall increase or decrease the interest rate by the equivalent of the increase or decrease of the maximum interest rate or four times the increase or decrease of the National Bank of Poland's Lombard rate, respectively, on the first day of the new interest rate.
- Information on the current amount of the relevant interest rate can be found on the Bank's website. The Bank shall inform the Customer of the change in the interest rate on a durable medium, as well as by posting information on the Bank's website.
- The interest rate on the loan granted under the Agreement concluded as of 30 June 2023 may not be higher than the sum of the reference rate of the National Bank of Poland and 25 percentage points. Should the maximum interest rate determined in accordance with the applicable regulations be higher than the sum of the reference rate of the National Bank of Poland and 25 percentage points, the Bank shall apply the lower of these values. The interest rate on the loan granted under the Agreement concluded until 29 June 2023 may not be higher than the sum of 6M WIBOR and 25 percentage points. Should the maximum interest rate determined in accordance with applicable regulations be higher than the sum of 6M WIBOR and 25 percentage points, the Bank shall apply the lower of these values.
- The maximum interest rate on the credit must not exceed the limit allowed by law.
- The Bank will be entitled to change the Table of Fees and Commissions by increasing existing or adding new fees and commissions. The notification of a change will be effected not later than within 6 months from the occurrence of any of the following circumstances:
  - implementation of any new services or change in the range of existing services, for the purpose of due performance of the Agreement, pursuant to the rules specified in the Agreement, provided that amendments to the Table of Fees and Commissions will refer exclusively to new or modified services,
  - amendment to existing or adoption of new laws, recommendations, instructions, or guidelines issued by supervisory authorities regarding performance of the Agreement in the scope of fees or commissions collected for state authorities, local government authorities or courts or in the scope of new activities or a new form of activities carried out by the Bank,
  - increase in actual costs incurred by the Bank in connection with provision of a service under the Agreement or in the labor intensity of such a service,
  - inflation rate (an increase in prices of consumer goods and services) equaling at least 0.25%, for the previous calendar month, year on year, as published by the Central Statistical Office, provided that the change to any item in the Table of Fees and Commissions in such a case may not exceed 200% in relation to the previous value or constitute a cost increase by more than 200%. The Table of Fees and Commissions is amended not more than once a quarter.
- The restriction of a change to a cap of 200% in relation to the past value, as referred to in Section 8, will not apply to cases where new positions are added to the Table of Fees and Commissions or where the past fee was PLN 0.
- The Bank shall have the right to cancel or reduce fees or commissions set forth in the Table of Fees and Commissions.
- The Bank will inform the Customer about each and every change in any fees and commissions pursuant to the procedure specified in § 28(2) of the Terms and Conditions.
- In the case of Transactions executed in the territory of the Republic of Poland or in trade with member states other than the Republic of Poland, the Customer will pay fees payable to the Bank in accordance with the Agreement and the Recipient will pay fees provided in a relevant agreement made by the same with the Recipient's provider if both the Bank and the Recipient's provider or the only provider in the transaction operate(s) in the territory of a member state (SHA cost option).

## Chapter VIII Bank Statements, Fee Summary and Complaints

### § 13

- The Bank will make a Statement available every month in electronic format in Citibank Online or in Citi Mobile or, at the Customer's request, additionally in paper format. In the case of delivery of Statements in paper format, the Bank will charge fees as determined in the Table of Fees and Commissions.
- Upon finding any incorrect balance in the Statement, the Customer will immediately request the Bank to establish the correct amount of the Outstanding Balance. If the Statement is not received after the lapse of a given monthly billing period, the Customer will contact the Bank to inform it about the non-receipt of the Statement to determine the amount of the Outstanding Balance and to make the repayment within the time limit set forth in § 7(18) of these Terms and Conditions.
- If there is a risk of non-delivery of the Statement in electronic form in Citibank Online or in Citi Mobile, the Bank is authorized to deliver the Statement in paper form or in electronic form to the Customer's Primary Electronic Mail Address free of charge.

4. The Bank undertakes to make an electronic Statement available at the latest on the second Business Day after its generation provided that the intention to use the electronic Statement service has been declared at least two Business Days prior to such a date. Otherwise, the service will be provided starting from the following Statement generation cycle. The Bank will inform the Customer about the electronic Statement being made available at the latest on the second Business Day after the date of its generation. The Bank will have the right, subject to Clause 3, to suspend access to the Electronic Statement service for the period necessary to remove any identified irregularities in system operation.
5. The Bank will have the right to suspend the delivery of electronic Statements or notices of issuance of an electronic Statement to the Customer if the Card Account balance remains unchanged or the Bank has reasons to believe that any information subject to bank secrecy might be disclosed to a third party.
6. The Bank will present the Customer free of charge with a Fee Summary for services linked to the Card Account, charged for the period subject to such Summary. The Fee Summary issued by the Bank will include fees charged for services provided in the List of Representative Services.
7. The Bank will present the Customer with the Fee Summary at least once a calendar year. If the Agreement is terminated, the Bank will present the Customer, no later than within 2 weeks of the Agreement termination date, with a Fee Summary for the period for which no Fee Summary has been prepared until the Agreement termination date.
8. The Bank will deliver the Fee Summary in electronic format - to the Primary Electronic Mail Address, or in paper format. Notwithstanding the method to deliver the Fee Statement, as referred to in the aforesaid sentence, the Bank will present the Fee Summary in paper format on request of the Customer.
9. Beginning from 1 December 2018 the Customer may request that, besides the Statement provided in accordance with Clause 1 above, the Customer be provided with the following information once a month and free of charge to the Primary Electronic Mail Address:
  - a) information allowing the identification of a payment transaction and, where appropriate, the Recipient,
  - b) information about the amount of the payment transaction in the currency in which the Customer's payment account has been debited or in the currency in which the Payment Instruction has been submitted,
  - c) information about all payment transaction fees and, where appropriate, specification of such fees, or information about interest payable by the Customer,
  - d) information about the currency exchange rate applied in the payment transaction by the Bank and the amount of the payment transaction after the currency conversion, for payment transactions subject to currency conversion,
  - e) information about the value date applied when debiting the account or about the Payment Instruction receipt date. The aforesaid instruction should be submitted via Citibank Online.
10. The Bank will prepare an additional paid Payment Transactions Summary on request of the Customer.
11. On request of an authorized Third Party Provider issuing card-based payment instruments, acting in accordance with the Act on Payment Services, the Bank shall immediately confirm that the amount necessary to execute the card-based payment transaction is available in the Card Account, provided that the Customer gave consent to the Bank to respond to such Third Party Service Provider's requests to confirm that the amount equal to the amount of the specific card-based payment transaction is available in the Card Account. The aforesaid confirmation is a "yes" or "no" answer and shall not cover Card Account balance information.
12. The Customer can give the consent referred to in Clause 11 by way of Strong Authentication initiated by the Bank. The Customer may revoke his consent at any time. The Customer may request the Bank to provide identification particulars of the Third Party Provider referred to in Section 11 and information about the response given to such Third Party Provider.
13. Complaints may be filed in accordance with the provisions of the Agreement and these Terms and Conditions by:
  - a) Customer - in respect of the Primary Card and Supplementary Cards,
  - b) User - in respect of the Supplementary Card.
14. The Bank receives complaints from Customers:
  - a) in writing - when submitted in person at a Branch of the Bank during the Branch's business hours, or sent to the following address: Citi Handlowy, Biuro Obsługi Reklamacji i Zapytań Klientów (the Complaint and Customers' Enquiries Service Unit), ul. Golezowska 6, 01-260 Warszawa (Warsaw) 42,
  - b) orally - by telephone or in person for the record during the Customer's visit at the Bank's Branch;
  - c) electronically - via Citibank Online internet banking service after logging in the "Contact" tab or to the Bank's email address: listybh@citi.com or sent to the e-delivery address of the Bank AE: PL-51087-16873-WFBWS-31;

Current contact details for submitting complaints are available on the Bank's website ([www.online.citibank.pl](http://www.online.citibank.pl)).
15. Upon a Customer's request, the Bank shall confirm that it has received a complaint. Such confirmation shall be made in writing or otherwise as agreed with the Customer.
16. A Customer may file a complaint by a representative authorized under a power of attorney granted in writing and attested by a notary public or granted under a notarial deed or granted by the Customer at a Branch of the Bank in writing in the presence of the Bank's employee.
17. The Bank's proceedings to accurately handle a complaint shall be expedited if the Customer files such complaint promptly after formulating the reservations unless such circumstance has no impact on how the complaint is to be proceeded.
18. The Bank may request the Customer to provide any additional information and documents required to handle a complaint.
19. In order to effectively and swiftly handle a complaint, it will be advisable to include in the complaint: first name and last name, PESEL number or ID document number, a description of the event in question, an indication of the subject irregularity, the name of the employee who served the Customer (or circumstances enabling their identification), and in case of a loss - an explicit determination of the Customer's claim with respect to the irregularities that occurred, a signature in accordance with a signature specimen card kept by the Bank.
20. The outcome of the complaint handling proceedings will be notified to the Customer without delay, provided, however, that not later than within 30 days of receipt of the complaint by the Bank. For complaints relating to payment services provided by the Bank, the Bank replies to complaints within 15 business days after such a complaint is received.
21. In especially complex cases, which make it impossible to handle a complaint and to provide a reply within the time limits set out in section 20 above, the Bank, in the information provided to the Customer, will:
  - a) explain the reason behind such delay;
  - b) specify the circumstances to be found for the purpose of handling the complaint;
  - c) determine the expected complaint handling and reply date, which, however, must not be longer than 60 calendar days of the date of receipt of a complaint not related to payment services provided by the Bank or 35 business days of the date of receipt of a complaint related to payment services provided by the Bank with respect to the rights and obligations under the Act on Payment Services of 19 August 2011.

To meet the time limits set out in section 20 and 21(c) above, the Bank needs to send a reply before their expiry, and for replies to complaints regarding the rights and obligations under the Act on Payment Services of 19 August 2011 made in writing - the Bank needs to send a reply at a post office of the designated operator within the meaning of Article 3(13) of the Act of 23 November 2012 - Postal Service Law (Journal of Laws of 2017, item 1481 and of 2018 items 106, 138 and 650)
22. For complaints not regarding the rights and obligations under the Act on Payment Services of 19 August 2011, the Bank may reply to such a complaint:
  - a) in a letter sent to the Customer's current mailing address;
  - b) by email, at the Customer's request, to the Customer's Primary Email Address provided to the Bank,
  - c) via Citibank Online - as a cc of a message sent concurrently as provided for in a) or b).
23. The Bank hereby informs the Customer that:
  - a) the Bank's operations are regulated by the Polish Financial Supervision Authority;
  - b) The Customer has the right to turn to the Financial Ombudsman for help;
  - c) the competent authority in charge of consumer protection is the President of the Competition and Consumer Protection Office.
24. If claims related to a complaint are not accepted, a Customer has the possibility of appealing against the Bank's position presented in the reply to the Customer Service Team at Bank Handlowy w Warszawie S.A. to the address: Citi Handlowy Zespół ds. Współpracy z Klientami (Customer Service Team) ul. Golezowska 6

and submitting a request for consideration of the matter to the Financial Ombudsman.

25. Any possible disputes between the Customer and the Bank can be settled:
- a) at the Customer's request, by the Banking Arbitrator at the Polish Bank Association, in accordance with the Consumer Banking Arbitration Rules, (website: <https://zbp.pl/dla-klientow/arbiter-bankowy>). Proceedings before a Banking Arbitrator may only cover disputes between consumers and banks that are members of the Polish Bank Association or banks that are not such members but have made a statement that they submit to the decisions of the Banking Arbitrator and will comply with the rulings of the Banking Arbitrator, provided that the amount in dispute does not exceed PLN 12,000. Proceedings are initiated upon an application filed by a consumer in writing or electronically (with attachments, if necessary). Such an application to initiate proceedings should contain the consumer's data, including contact details and address, the name of the bank, the exact description of the request, its justification and evidence documents, the amount in dispute, and the consumer's signature. The application may be filed at the Banking Arbitrator's Office or sent by post or electronically to the Banking Arbitrator's address. When submitting the application, the consumer must pay a fee of PLN 50 by bank transfer to the account of the Banking Arbitrator. If the amount in dispute is lower than PLN 50, the fee is PLN 20.
  - b) at Individual Customer's or a natural person's being an entrepreneur request, by the Financial Ombudsman in accordance with the rules stipulated in the Act on dealing with complaints by financial market entities and on the Financial Ombudsman of 5 August 2015 (the Financial Ombudsman's website: <http://rf.gov.pl/>), Proceedings are initiated at a consumer's request. The application and evidence documents should be sent to the address of the Office of the Financial Ombudsman or via the ePUAP platform. When submitting the application, the consumer must pay a fee of PLN 50 by bank transfer to the account of the Office of the Financial Ombudsman or submit a request for waiver of the fee.
  - c) at the Customer's request, by the Arbitration Court at the Polish Financial Supervision Authority, in accordance with the rules of that Arbitration Court (website: [https://www.knf.gov.pl/dla\\_rynku/sad\\_polubowny\\_przy\\_KNF](https://www.knf.gov.pl/dla_rynku/sad_polubowny_przy_KNF)). The Arbitration Court offers two paths to resolve the dispute: 1) mediation, the aim of which is to reach a settlement between the parties to the dispute with the participation of a mediator or 2) arbitration proceedings, in which the dispute will be resolved by the Arbitration Court by issuing a ruling. Mediation may be commenced if both parties to the dispute have accepted this procedure. The consumer is obliged to pay a mediation procedure fee of PLN 50. The Arbitration Court considers cases where the amount in dispute, as a rule, is PLN 500 or higher or cases involving non-property rights. Simplified arbitration proceedings are conducted in cases where the amount in dispute does not exceed PLN 10,000, and all letters required in these proceedings are delivered electronically. Arbitration may be commenced if both parties to the dispute have accepted this procedure. The completed agreement form should be sent to the address of the Arbitration Court. If the other party has refused to accept the arbitration proceedings, such proceedings may not be conducted. The fee for simplified arbitration proceedings is PLN 150. The entry fee in arbitration proceedings is PLN 250 for the amount in dispute up to PLN 50,000, PLN 500 for the amount in dispute up to PLN 100,000, and PLN 1,000 for the amount in dispute above PLN 100,000.
  - d) by the competent Polish court of law having subject-matter and territorial jurisdiction, identified in accordance with the relevant provisions of the Code of Civil Procedure.
  - e) The Customer has the right to opt for the out-of-court settlement of a dispute related to a contract concluded via a website or by other electronic means, via the ODR platform operating in European Union countries, which is available on the website at: <http://ec.europa.eu/consumers/odr/>.

## Chapter IX Protection and Scope of Liability

### § 14

1. The Customer/User will be obliged to exercise due diligence in protecting the Card against loss or destruction and in protecting the User Name and the Identification Code against disclosure.
2. Neither the Card, nor the User Name may be kept together with the Identification Code.
3. The Card, the User Name, the Identification Code and the BLIK Code must not be made available to any third parties, and, in particular, they must not be made available for the purpose of effecting a Transaction or submitting a Payment Instruction at the CitiPhone Telephone Banking Service, Citibank Online or at a Branch.
4. The Customer/User is obliged not to make the Mobile Device used to execute Transactions available to third parties. The Customer/User is obliged not to allow third parties to record their biometric characteristics on the Mobile Device used to execute Transactions using the Biometric Method.
5. The Card's number may be disclosed only for the purpose of executing Transactions in accordance with the provisions of the Agreement or of reporting that the Card has been lost, stolen or damaged.
6. Any disclosure of the Identification Code to a third party should be promptly reported to the Bank for the purpose of changing such a code.
7. The Customer/User will be obliged to promptly report that the Card has been lost or damaged, and that a Mobile Device used for making Transaction has been lost or damaged, via Citibank Online, CitiPhone Telephone Banking Service or at a Branch. The report referred to in the previous sentence is free of charge for the Customer.
8. The report referred to in Clause 7 may be made by:
  - a) Customer - as regards the Primary Card and Supplementary Cards as well the Identification Codes assigned by themselves; and
  - b) User - as regards the Supplementary Card and the Identification Codes assigned by themselves.
9. The Bank will block the Card promptly upon it being reported lost.
10. Once the Card has been blocked, the Bank will issue a new Card along with a new Virtual Card, with reservation of Clause 9(1) of the Terms and Conditions, unless the person having the Card blocked instructs the Bank otherwise.
11. Should the previously blocked Card in physical form be recovered, the Customer/User will be obliged to destroy the Card immediately. The Card should be destroyed so that any further use of it is prevented.
12. The Customer will be charged with any Transactions made by persons to whom the Customer/User has made the Card available or has disclosed the Identification Code, subject to the provisions below.
13. In addition to the coverage afforded under generally applicable laws, the Card will be subject to free coverage under Transactions comprising early warning system (protecting the Customer/User against unauthorized use of the Card).
14. Subject to Clauses 15 and 16, the Customer will be liable for any unauthorized Transactions up to the Polish zloty equivalent of EUR 50, to be calculated at the average exchange rate published by the NBP as applicable on the day of execution of the Transaction if such an unauthorized Transaction is the effect of:
  - a) using the Card or another Payment Instrument that was lost by or stolen from the Payer; or
  - b) appropriation of the Card or another Payment Instrument.
15. The Customer will not be held liable for unauthorized Transactions on terms referred to in Clause 14 above and in the amount provided therein if:
  - a) The Customer has been unable to find that the Card or any other Payment Instrument was lost, stolen or appropriated before execution of the Transaction, except where the Customer acted intentionally, or
  - b) the Card or any other Payment Instrument has been lost before execution of the Transaction as a result of an action or inaction of an employee, agent or Branch of the Bank or its provider of technical services supporting payment services, where the same does not take possession of funds subject to payment transactions.
16. The Customer shall be liable for unauthorized Payment Transactions in the full amount if he/she led to them intentionally or as a result of intentional or grossly negligent violation of the rules of use of the Card, BLIK Code, CitiPhone Telephone Banking Service or Citibank Online under the terms of the Agreement or failure to promptly report to the Bank the discovery of loss, theft or misappropriation of the Payment Instrument or unauthorized use of or access to the Payment Instrument, Identification Code, BLIK Code or device with which he/she receives Authorization Codes, BLIK Codes or performs Mobile Authentication or Citibank Online Authentication.
17. In the case of an unauthorized payment transaction, the Bank shall refund the amount of such unauthorized payment transaction to the Customer immediately, but no later than by the end of the business day following the day of detecting the unauthorized transaction charged to the Card Account or following the day of receiving a relevant report, except where the Bank has justified and duly documented reasons to suspect a fraud,



- and the Bank shall notify law enforcement authorities of the same in writing. The Bank shall restore the debited Card Account to the balance that would have existed if the unauthorized transaction had not been made. Unless the Customer reports unauthorized transactions to the Bank within 13 months of the date of debiting the Card Account, the Customer's claims against the Bank due to unauthorized payment transactions shall expire.
18. After making the report under Clause 16 above and § 17(27) of the Terms and Conditions, the Customer shall not be held liable for unauthorized payment transactions, unless the Customer caused the unauthorized transaction intentionally.
  19. Where a Third Party Provider is responsible for unauthorized payment transactions, the rules for mutual settlements between the Bank and the Third Party Provider, including the Third Party Provider's liability towards the Bank, are set forth in the Act on Payment Services. Claims that the Bank may have against the Third Party Provider, in accordance with the previous sentence, shall not exclude the Customer's claims against the Bank under the Terms and Conditions.
  20. Where Strong Authentication is not required by the Bank, the Customer shall not be liable for unauthorized payment transactions, unless the Customer acted intentionally.
  21. If, after learning of or revealing an unauthorized payment transaction, the Bank has credited the Card Account with a specific amount or restored the debited Account to the balance that would have existed if the unauthorized transaction had not taken place, and then, in the course of further explanatory proceedings, the Bank has confirmed that the transaction was authorized or the Bank has concluded that the Customer is fully responsible for such unauthorized transaction, the Bank, on the date the complaint was rejected, will again debit the Card Account with the amount previously credited by the Bank, or with an appropriate part thereof.
  22. In cases other than stated in Clause 21 above, if, as result of a complaint, the Bank credits the Card Account with a specific amount, and then the acceptor of the Card or another entity makes a direct refund of funds to the Card Account whether in part or in full, the Bank will debit the Card Account with the previously credited amount or with an appropriate part thereof so as to avoid double crediting of the Card Account with the amount due to the Customer in connection with the pending complaint.

## § 15

1. The Bank has the right to block a Payment Instrument:
  - a) For objectively justified reasons linked to safety of the Payment Instrument; or
  - b) in connection with suspected unauthorized use of the Payment Instrument or intent to cause execution of an unauthorized payment transaction, or
  - c) if there is increased risk that the Customer may lose their creditworthiness required for a given Payment Instrument (only the possibility of making transactions will be blocked), or
  - d) in the case of Citi Mobile - after three failed attempts to use the Payment Instrument by providing an Authorization Code. The blockade is temporary and in effect until the Customer re-registers with Citi Mobile or;
  - e) in the case of a Card, to the exclusion of the Virtual Card, after three failed attempts to use the Card by providing an Authorization Code. The blockade is temporary and in effect until the Card is unblocked by the Customer. In such case, it shall still be possible to execute Payment Instructions that do not require the provision of an Identification Code; or
  - f) in the case of CitiPhone - after three failed attempts to use the Payment Instrument by providing an Authorization Code. The blockade is temporary and in effect until a new Identification Code to CitiPhone is provided; or
  - g) in the case of Citibank Online - after three failed attempts to use the Payment Instrument by providing an Authorization Code. The blockade is temporary and in effect until the Customer re-registers with Citibank Online, or
  - h) in the case of 3d Secure Authentication after five unsuccessful attempts to Authenticate the Transaction. The blockade is temporary and applies only to Transactions made over the Internet using 3D Secure Authentication and lasts until the Customer/User reassigns an ePIN. In such case, it is still possible to make Payment Instructions that do not require a 3D Secure Authentication or
  - i) in the cases provided for by applicable laws, according to the procedure and rules set forth in the Prevention of Money Laundering and Terrorism Financing Act of 1 March 2018.
2. If the Card is blocked or cancelled, it is not possible to make BLIK Transactions.
3. The Bank will notify the Customer/User that the Card will be blocked via Citibank Online before it is blocked, and if it is impossible - in writing or via the CitiPhone Telephone Banking Service or Citibank Online promptly after it is blocked. The Bank will not notify the Customer that the Card or Citibank Online has been blocked if the delivery of such information about the block is unreasonable due to security considerations or prohibited under separate regulations.
4. The Bank will unblock the Card or replace the Card if the reason of blocking ceased to exist.

## Chapter X Communication with the Customer

### § 16

1. The Bank hereby informs the Customer that:
  - a) it will contact the Customer/User via telephone, SMS messages, MMS messages (in the case of marketing communications), e-mail messages or electronic messages available at Citibank Online, in particular with regard to matters related to the execution of the Agreement, in situations related to problems with execution of Customer's/User's instructions, with security of Customer's funds, or in the process of complaint management;
  - b) communication with the Customer via SMS messages, including under the CitiAlerts service, is effected in cooperation with a telecommunications company;
  - c) telephone conversations with the Bank are recorded using electronic media and may be used for evidentiary purposes; d) granting third parties access to a mobile phone or electronic mail, to which SMS messages or e-mail messages are sent may enable these parties to obtain information constituting banking secrecy or to make statements on behalf of, and on account of the Customer.
2. The Customer/User will assume the obligation to secure the access to the mobile phone or the electronic mail (e-mail) provided to the Bank for correspondence. The Primary Electronic Mail Address or Primary Mobile Phone Number registered with the Bank should be used solely by the Customer or User, as appropriate.
3. The Customer will be obliged to forthwith notify the Bank each time about any changes in their Personal Data, changes of phone numbers and addresses, including electronic mail addresses, as well as about the change of their source of income and a material deterioration of the Customer's financial standing.
4. The User and the Customer will be obliged to notify the Bank forthwith each time of any changes in the Personal Data of the User and the Primary Electronic Mail Address, Primary Mobile Phone Number and other phone numbers provided to the Bank.
5. In the case of undue performance or non-performance by the Customer of their obligation under the Agreement to notify the Bank forthwith of any changes specified in Section 4 above, the Bank may take steps aimed at causing the said Data to be updated.

## Chapter XI CitiPhone Telephone Banking Service and Citibank Online

### § 17

1. The Bank will provide the Customers/Users with 24/7 access to Citibank Online and the CitiPhone Telephone Banking Service. The use of the CitiPhone Telephone Banking Service via a Consultant will be subject to a fee as per the valid Table of Fees and Commissions. Every paid connection with a Consultant involves activation of the service under the CitiPhone Telephone Banking Service and thus the fee for the use of the CitiPhone Telephone Banking Service by the Customer will be charged. If there are problems with Citibank Online and in cases specified in the Terms and Conditions, the blocking of the credit card is free of charge and will not activate the fee for the use of the CitiPhone Telephone Banking Service.
2. The Customer may renounce the use of the CitiPhone Telephone Banking Service at any time and reactivate it at any time.
3. To be able to use the CitiPhone Telephone Banking Service, the Customer/User must have a touch-tone telephone set and establish connection with the relevant number specified by the Bank.

4. The Customer/User chooses and changes their CitiPhone PIN via CitiPhone. The information concerning the assignment and each change of CitiPhone PIN will be sent to the Customer in the form of SMS messages to their Primary Mobile Phone Number and by email to the Primary Electronic Mail Address.
5. The Bank provides the Customers/Users with 24/7 access to Citibank Online. Citibank Online will be activated upon issuance of the Payment Card (Card). Whenever in these Terms and Conditions a reference is made to Citibank Online, Citi Mobile is meant unless provided for otherwise.
6. By means of the CitiPhone Telephone Banking Service, Citibank Online, the Customer/User may in particular:
  - a) obtain information about the balance and transactions in the Card Account,
  - b) execute Transactions,
  - c) transfer Transactions into the 'Comfort' Installment Payment Plan (only the Customer),
  - d) issue other instructions defined by the Bank.
7. By means of the Interactive Voice Responder the Customer may in particular:
  - a) check the debt balance,
  - b) check the limit of funds available on the Credit Card,
  - c) check the last 10 Transactions on the Credit Card,
  - d) repay debt on the Credit Card (if they hold a bank account with Bank Handlowy w Warszawie S.A.),
  - e) change their 4-digit PIN or CitiPhone PIN.
8. The Customer/User may not provide illegal content using the Citibank Online or the CitiPhone Telephone Banking Service or use them in a manner contrary to its social and economic purpose or principles of community life.
9. The Bank hereby informs its Customers that the use of electronic mail, or online data transmission methods, entails risk of unauthorized access to provided data in the case of their acquisition, altering the content of the data being sent, loss of confidential nature of the data being provided, or delays in sending data, resulting from a failure of transmission systems or their inefficiency as well as other negative effects beyond the Bank's control.
10. In special cases that influence the security or stability of the system used, the Bank will have the right to carry out maintenance works that may hinder or disable the Customer from using Citibank Online during the period when they are carried out. The dates of the works and their estimated duration will be published in due advance at [www.citihandlowy.pl](http://www.citihandlowy.pl) or at other websites of the Bank prior to the commencement of the works.
11. In the case of a block or maintenance works related to Citibank Online, the Customer may establish the correct Outstanding Balance amount via the CitiPhone Telephone Banking Service or at a Branch of the Bank. In the case of a block or maintenance works related to Citibank Online, the use of the CitiPhone Telephone Banking Service is free of charge.
12. In order to use Citibank Online and Citi Mobile, the Customer needs appropriate devices, hardware and software, including:
  - a) access to a computer or another device with an operating system supporting popular web browsers, e.g. Internet Explorer, Google Chrome, Mozilla Firefox,
  - b) enabled cookies and javascript (the device configuration manual is available on the website [www.citihandlowy.pl](http://www.citihandlowy.pl)),
  - c) TLS 1.0 and 1.2 enabled,
  - d) Adobe Acrobat Reader version 9.0 or newer installed to handle PDF files,
  - e) an Internet connection with the data transfer speed of at least 128 kb/s for a single station,
  - f) http (80) and https (443) ports open.
13. The manner of operation and the use of Citibank Online is described in the relevant user manuals available on the Bank's websites. The manuals referred to in the preceding sentence provide for the specific rules of electronic identification of the Customer or User and the Customer's/User's rules of procedure in connection with access to the Card Account via Citibank Online.
14. The Customer and the User is obliged to keep confidential all information the disclosure of which may render the mechanisms ensuring security of the operations ordered via the CitiPhone Telephone Banking Service and Citibank Online ineffective, in particular the Identification Code.
15. If the Customer/User discloses the information referred to in Clause 14 above to third parties and if such third parties execute any operations via Citibank Online, the said operations will be charged solely to the Customer, subject to the provisions of § 14 above.
16. The Customer undertakes to use CitiPhone Telephone Banking Service and Citibank Online in accordance with applicable laws, including these Terms and Conditions. Any use of CitiPhone and Citibank Online in breach of law may serve as the basis for termination of the Agreement, in accordance with § 24(2) below. For security reasons, the Bank reserves the right to terminate the connection with the Customer after the lapse of the period specified by the Bank from the date of performance of the last act by the Customer. The maximum Customer session idle timeout is five minutes. The Customer can connect again to Citibank Online or Citi Mobile after re-authentication or Strong Authentication.
17. The Bank affirms that it will provide the Customer/User with computer programs and files necessary for the purpose of using Citibank Online.
18. In case of doubts concerning the authenticity or credibility of information regarding correct and safe use of online payment services, the Customer should confirm the authenticity and credibility of such information on the basis of information published on the Bank's website (<https://www.citibank.pl/polish/services/Bezpieczenstwo.htm>) or contact the Bank via the CitiPhone Telephone Banking Service.
19. When logging in to Citibank Online, the Customer should use hardware protected with a firewall, which helps to protect the computer against online attacks.
20. When logging in to Citibank Online and Citi Mobile, the Customer should use hardware with up-to-date versions of the following software installed:
  - a) anti-virus software,
  - b) operating system; and
  - c) web browser.
21. The Citi Mobile Application should be downloaded only from authorized stores with Google Play and AppStore applications.
22. The Customer should not open or reply to e-mails in which they are asked to provide their personal data or Identification Codes. Such cases should be reported to the Bank.
23. The Customer should not open suspicious links or attachments of unknown origin received in e-mail, SMS, MMS, and push messages.
24. Neither the Bank nor its employees will ask for:
  - a) Identification Codes;
  - b) the CVC2 number placed on the Credit Card;
  - c) Authorization Codes;
  - d) BLIK Codes.
25. When logging in to Citibank Online or Citi Mobile, the Bank will not ask Customers to provide the telephone type, telephone number and will not instruct Customers to install software or certificate on their phones or other devices.
26. The Customer is obliged:
  - a) not to disclose the BLIK Code, other Authorization Codes, Identification Codes, and CVC2 number to any third party,
  - b) to use the BLIK Code, other Authorization Codes, and Identification Codes as intended,
  - c) to immediately notify the Bank of any unauthorized use of the BLIK Code, other Authorization Codes or Identification Codes by any third party.
27. The Bank will publish current information on the security procedures that affect the Customer in respect to provision of payment services by the Bank, principles of correct and safe use of Citibank Online and Citi Mobile and online payment services, as well as warnings against significant threats related to the use of e-banking or mobile banking services, or security incidents using messages in the Citibank Online service, available after logging in, and on the website indicated in Section 36. The Bank may additionally inform the Customer about the publication of important information at Citibank Online by sending a message to the Customer's Primary Electronic Mail Address. The Bank will notify of a fraud or suspected fraud using the SMS Notification service or by telephone. The Bank seeks to raise the Customer's awareness about security risks related to payment services and for that purpose it supports and gives advice on security risks related to payment services, including all irregularities related to security matters. The Customer may request the Bank for support and advice using communication channels referred to in Section 32 below.

28. In case of loss, theft, misappropriation or unauthorized use of or access to the device used for Mobile Authentication or Citibank Online Authentication or use of Citibank Online or Citi Mobile, especially if the circumstances justify a suspicion of a security breach of the Payment Instrument, the Customer should immediately report this fact to block the Payment Instrument in the CitiPhone telephone banking service at (+48) 22 692 24 84 or at a Branch. The report referred to in this Clause 27 is free of charge.
29. If a security incident must be reported, the Customer should contact the Bank immediately via Citibank Online or via the CitiPhone Telephone Banking Service or submit a report at a Branch. The report referred to herein is free of charge for the Customer.
30. The Bank applies measures to secure the Bank's payment services against operational risks and security risk. The security risk may be related to inadequate or unreliable procedures or external events that have or may have an adverse effect on availability, integrity and confidentiality of information and communication systems or information used by the Bank to provide payment services. The security risk is e.g. a risk arising from cyberattacks or inadequate physical security.
31. In the case of a serious operational incident or Bank's security incident, including an ICT incident, which has or may have an effect on the Customer's financial interests, the Bank will:
  - a) notify the Customers who use the Bank's payment services about the incident without undue delay; and
  - b) inform the Customer about available measures that may be taken to mitigate negative effects of the incident and, in so far as it is possible, will take actions to mitigate negative effects of the incident.
32. The incident, as referred to above, means any unexpected event or series of events with an adverse effect on integrity, availability, confidentiality, authenticity or continuity of payment services provided by the Bank or with a significant likelihood that there will be such an effect.
33. Depending on the nature and criticality of the aforesaid incident, the Bank will contact the Customer via:
  - a) CitiPhone Telephone Banking Service,
  - b) Citibank Online or Citi Mobile,
  - c) Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl))
34. The Bank may also use other communication channels in order to ensure effective communication with the Customer.
35. The Bank will inform the Customer about unsuccessful attempts made to the Card Account or about attempts or unsuccessful attempts to make a payment transaction via Citibank Online or the SMS Notification service.
36. The Customer may file a complaint regarding the issues of security of payment services provided by the Bank.
37. The Bank regularly informs the Customer about security procedures that affect the Customer with respect to payment services provided by the Bank. Information about the security procedures is available under: <https://www.citibank.pl/polish/services/Bezpieczenstwo.htm>
38. To the extent related to the use of security measures as provided for in this § 17, the Customer is obliged to act in compliance with the recommendations and information provided by the Bank. In particular, the Customer should read and comply with any cybersecurity alerts provided by the Bank.

## § 18

1. The cookies used by the Bank do not store personal data that enable the identification of an online service user. They are used, among other things, to remember the Users' preferences, protect websites or conduct marketing campaigns. Unless the User gives consent to installation of the cookies, some functionalities on the websites of the Bank will not be functioning.
2. The following types of Cookies are used in services of the Bank:
  - a) Persistent cookies - they are recorded on the device used by the End User, even after leaving the website. They allow storing and remembering preferences of the User, such as e.g. the user name (login) when logging in to the transaction service system. This means that this field will be pre-filled the next time you log in to the service. By accepting this type of cookies the User agrees to store information on the User's device.
    - (i) To remove the user name for Citibank Online and on the website of the Bank, select a name that has already been stored and choose the "Delete user" option from the menu.
    - (ii) To remove the user name for Citi Mobile, select a name that has already been stored, choose the "Edit" option from the menu and click the "recycle bin" icon.
  - b) Session cookies - they are necessary to support information exchange between the server of the Bank and the web browser and, consequently, to enable correct display of the contents of Citibank Online service, the website of the Bank and Citi Mobile, and use of the functionalities included in these services. The Bank stores and accesses this information to identify a given session (dialogue between the browser and the server) and End Users (communicating with the server at the same time).
  - c) third party cookies - they allow third parties to perform an analysis of information about the number of visits and users' website behavior. However, those are not Personal Data allowing for identification of the User as a Customer of the Bank. The purpose of collecting and processing cookies is to gather information about the profile of the Bank's website visitors, their behaviors, preferences and interest in individual products. The companies that provide analytical services for the Bank include Gemius, Google and others. This type of cookies is not used in Citibank Online and Citi Mobile services.
3. The management of cookies may be at any time modified using web browser settings. If an End User does not agree to installation of cookies, this may result in incorrect functioning of Citibank Online, Citi Mobile or lack of access to the services.
4. If a Payment Instruction or another activity carried out by the Customer using Citibank Online requires strong authentication, the Customer should verify the data sent in the text message containing the Authorization Code against the data entered in Citibank Online or Citi Mobile, or verify the Payment Instruction as part of the Mobile Authentication (including based on an Authorization Code) or Citibank Online Authentication.

## Chapter XII BLIK

### § 19

1. The Bank enables Customers/Users to make BLIK Transactions in Citi Mobile.
2. Receiving funds under BLIK Phone Transfer is possible without activating the Card. Performing BLIK Transactions is not possible for a Card that has not been activated.
3. Before making a BLIK Transaction, the Bank will automatically substitute the Personal Account with the higher balance of available funds or, if there is no Personal Account, that Customer's Card Account with the highest amount of available funds. The Customer may change the account designated by the Bank and select another account available from the Bank, including the Card Account, as the appropriate one to be debited with the amount of the Transaction to be made.
4. A BLIK Payment may be executed provided that BLIK Payments are supported by the point-of-sale (POS) terminal or by the Internet Payment Provider selected by the Customer/User. A Cash Withdrawal may be executed provided that the BLIK Cash Withdrawal is supported by the ATM. A Phone Transfer may be executed provided that the BLIK Phone Transfer is supported by the recipient.
5. The BLIK Code is generated in Citi Mobile. The BLIK Code is valid for 120 seconds from its generation. Only one valid BLIK Code may exist for a given Customer/User at any time. The BLIK Code expires upon the expiry of the BLIK Code validity period or upon the Authorization of the BLIK Transaction for which the BLIK Code was generated. When a given BLIK Code expires, the Customer has an option to generate a new Code. In order to generate a BLIK Code, you must have an active Citi Mobile Token service.
6. All BLIK Transactions are executed and settled by the Bank only in Polish zloty (PLN) and may only be executed on the territory of the Republic of Poland.

### § 20

1. Prior to making the first BLIK Phone Transfer, the Customer/User agrees to allow Citi Mobile access to the address book on the Mobile Device. If the Customer does not consent to Citi Mobile's access to the address book, the Customer will provide the mobile phone number of the BLIK Transfer recipient on their own.
2. In order to execute a BLIK Phone Transfer, it is necessary for the Customer/User to log in to Citi Mobile, for the Customer/User to provide the Recipient's cell phone number, the amount of the Domestic Transfer Instruction in PLN or Internal Transfer Instruction in PLN, and the recipient's name. A BLIK

phone transfer may be executed provided that the Recipient's bank account is linked in the BLIK System with the Recipient's mobile phone number entered by the Customer/User.

3. BLIK Phone Transfer is a Special Transaction, subject to repayment, interest, and fees or commissions as indicated in the Terms and Conditions and the Table of Fees and Commissions for Cash Transactions.
4. The Recipient's mobile phone number may be associated with only one BLIK account number, which is identified by that phone number.
5. If a BLIK Phone Transfer is denied, the Bank notifies the Customer/User of the denial via Citi Mobile or by sending a text message to the Primary Mobile Phone Number.
6. The Customer may register the Card Account as appropriate for crediting it with BLIK Phone Transfer amounts ordered by third parties. For this purpose, it is necessary for the Customer/User to register via Citi Mobile in the BLIK Relationship Database and indicate the Card Account for receipt of funds.
7. The Customer/User may disable the functionality of receiving BLIK Phone Transfer or change the account designated for this service. For this purpose, the Customer/User should submit an instruction to unregister from the BLIK Relationship Database in Citi Mobile. The renewed ability to receive BLIK Phone Transfer requires re-registration in the BLIK Relationship Database.

### **Chapter XIII CitiAlerts Service**

#### **§ 21**

1. The Customer may use the CitiAlerts service. The CitiAlerts service consists in sending the Customer SMS messages, under the SMS Notification service to the Customer's Primary Cell Phone Number, and/or electronic messages (e-mails) to the Customer's Primary E-mail Address, or in the form of push notifications, containing information indicated by the Customer when activating or confirming the modification of the CitiAlerts service settings, including but not limited to:
  - a) balance on the Card Account; or
  - b) details of repayments of the Outstanding Balance.
2. CitiAlerts settings may be activated, modified or deactivated, including the possibility to indicate the account to be debited with the service fee, upon logging into Citibank Online (excluding Citi Mobile) or at Branches.
3. Depending on the type of the information transmitted, messages are sent on a daily basis or forthwith after the Bank receives information about the execution of a given transaction with the Primary Card.
4. Messages generated on a daily basis will be sent on Business Days from Tuesday through Saturday (excluding the days immediately following holidays). A message will be sent not later than on the second Business Day after the operation giving rise to generation of such a message.
5. Messages generated forthwith after the Bank receives information about the execution of a given transaction shall be sent on every weekday.
6. The CitiAlerts service is available only for those Customers who are holders of the Primary Card.
7. The fees charged for the use of the CitiAlerts service are specified in the Table of Fees and Commissions. The fees charged by the Bank for the use of the CitiAlerts service include the fees for the SMS Notification service.
8. The fees referred to in Clause 7 will be charged on the first Business Day of a month for the preceding month. The fee will debit the account designated by the Customer for debiting at the time of activation or modification of CitiAlerts settings.
9. The Customer may, at any time, renounce the use of the CitiAlerts service with the provision that the fee due for the pending calendar month will be charged in accordance with Clause 8.
10. The Bank affirms that it will have the right to temporarily block access to the CitiAlerts service in the following cases:
  - a) in the case of a failure - for the time necessary to recover it,
  - b) the available balance in the account referred to in Clause 8 is not sufficient to cover the fee for the CitiAlerts service referred to in Clause 7 within the time limit specified in Clause 8,
  - c) the Customer does not repay the Outstanding Balance in the Card as required under the Agreement,
  - d) the Customer has failed to update the details of their Primary Mobile Phone Number or Primary E-mail Address (if changed),
  - e) the Card has been Blocked or Replaced.
11. If the Card account indicated as the account to be debited with the service fee is closed, in order to retain the CitiAlerts service the Customer should indicate an account to be debited upon logging into Citibank Online (excluding Citi Mobile) or at Branches. If the Customer fails to perform this change by the Card closing date, the service will be deactivated. The Customer may, at any time, reactivate the service and indicate an account to be debited upon logging into Citibank Online (excluding Citi Mobile) or at Branches of the Bank.
12. The SMS Notification under CitiAlerts is subject to a fee. The fees charged by the Bank for using SMS Notifications in this respect are provided in the TFC. In all other respects, the SMS Notification service is provided free of charge.

### **Chapter XIV Voluntary Insurance to the Card**

#### **§ 22**

1. Until 31 March 2015, the Bank, acting as a policyholder, allowed its Customers to sign a group insurance agreement in order to use optional insurance products attached to the Card.
2. The detailed terms and conditions of insurance coverage for insurance products referred to in Clause 1 above offered by the insurance institutions cooperating with the Bank are specified in the relevant general terms and conditions of insurance and in the applicable terms and conditions of insurance coverage and the insurance fee amounts collected by the Bank are specified in the Table of Fees and Commissions.
3. From 1 April 2015 on, the Customer may sign an insurance agreement with an insurance institution via the Bank which acts as an insurance agent pursuant to the agency agreement signed by the Bank and the insurance institution - in the scope of products currently offered to Cards holders.

### **Chapter XV 'Comfort' Installment Payment Plan**

#### **§ 23**

1. The Bank may offer the Customer or the Customer may request to use the 'Comfort' Installment Payment Plan as part of the Loan to Card, Installment Transfer, CityPayLite and Balance in Installments.
2. If the Customer is allowed to use the Plan, the repayment of the Transaction covered by the Plan or the amount under the Balance in Installments may be split into as many installments as agreed between the Bank and the Customer, which are payable at the payment date of the Minimum Amount Due.
3. The Bank and the Customer may agree, under an Understanding, on the terms and conditions of individual interest rates, repayment, fees and commissions under the Plan. If a variable interest rate is used, based on equivalent of the maximum interest rate determined in accordance with applicable laws or the Lombard rate of the National Bank of Poland, the provisions of § 12(1)-(6) will apply.
4. The Customer will have the right to place an instruction to change the number of installments. The modified number of installments is established depending on the Outstanding Balance covered by the Plan.
5. The Customer will indicate a specific Transaction(s) or an amount under the Balance in Installments that is to be covered by the Plan (before the payment deadline for the settlement of such a Transaction or Outstanding Balance shown in the Statement).
6. Under the Plan, the Customer will have a possibility to apply for the automatic splitting of Non-Cash Transactions that are posted on an on-going basis in the Card Account into installments, by indicating the minimum amount of Transactions subject to automatic splitting into installments as well as the number of installments.
7. In the case of an overpayment on the Card, the Non-Cash Transactions will not be automatically split into installments. Only the Non-Cash Transaction following the full settlement of the overpayment will be automatically split into installments.
8. The Bank will have the right to suspend the automatic splitting of Non-Cash Transactions into installments when the Outstanding Balance is not repaid in a timely manner, until full settlement of the overdue amounts.
9. The Customer may arrange with the Bank to use the Plan by entering into the Agreement:



- a) by telephone
  - b) in writing
  - c) via Citibank Online,
  - d) via Citi Mobile,
  - e) by accepting an offer sent in the form of a push message, a solution available to Customers using Citi Mobile whereby, if the Plan is to include an Installment Transfer, confirmation may require a password sent by the Bank to the Customer's Primary Mobile Phone Number or Mobile Authentication depending on the Bank's requirements.
10. All installments under the Plan will be equal, apart from the first installment, which may cover a different amount, depending on how much time is left until the end of the settlement period. The Bank notifies the Customer of the monthly Plan installment amount in the forthcoming Statement.
  11. In the case of 'Comfort' Plans to which a variable interest rate applies as per Section 3 above, the installment amount will change in the case of an interest rate change. The Bank will notify the Customer, in the forthcoming Statement, about the changed interest rate under the Plan and the amount of outstanding installments.
  12. Using the Plan does not exclude the Bank's right to terminate the Agreement in accordance with § 24(2) of these Terms and Conditions.
  13. Interest on the first Plan installment will be accrued from the Plan opening date to the forthcoming Statement date. The Plan's opening takes place by means of:
    - a) Customer's instruction to split the Transaction or a certain amount up to the Balance in Installments amount into installments,
    - b) effecting of an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN under the Installment Transfer.
  14. If the Customer takes advantage of automatic splitting of transactions into installments, referred to in Section 6 above, the Bank will inform the Customer in the forthcoming Statement or in the 'Comfort' Installment Payment Plan Schedule about the amount of the installment applicable to each of the Non-Cash Transactions covered by the Plan pursuant to the principles set forth in Section 5 above, about the interest rate and about the number of such installments.
  15. The installments under the Plan will be treated as Non-Cash Transactions from the moment of their posting in the Card Account (which takes place on the day of Statement generation), thus increasing the Outstanding Balance shown in the Statement, and are subject to repayment and interest accruing in accordance with § 11(4) of these Terms and Conditions.
  16. In the case of default on repayment of a principal installment under the Plan by the due date shown in the Statement, the Bank will have the right to charge interest on the overdue principal installment at the rate determined in accordance with § 12(1)-(6).
  17. The use of the Plan does not change the amount of the Credit Limit, subject to § 10(4).
  18. In the case of renouncement from or early repayment of the 'Comfort' Installment Payment Plan, the Customer will pay the interest calculated on the basis of the interest rates applicable to the given Plan, and due for the period from the opening of the Plan until the date of renouncement or early repayment. In the event funds are deposited for the purpose of Plan renouncement or for its early repayment, while the Card still shows the Outstanding Balance, the Customer will notify the Bank via Citibank Online or over the phone of the purpose of such repayment and the change in its settlement option as set forth in § 7(57).
  19. From the day of renouncement from the Plan or the day following the expiry of the notice period, referred to in § 24(1) and (2) of these Terms and Conditions, the principal under the Plan will bear interest in accordance with § 12(1)-(6).
  20. In the case of the Customer's default, by the due dates shown in the Statement, on full repayment of the Minimum Amounts Due for a minimum of 4 settlement periods, the Plan will be closed and the principal under the Plan will be settled in accordance with Section 23 below. The above will not be to the detriment of the Bank's right set forth in § 24(5) of these Terms and Conditions.
  21. In the case of termination of the Agreement, referred to in § 21(1) and (2) of these Terms and Conditions, on the day following the period of notice applicable to the Agreement, subject to the provisions of § 24(9) of these Terms and Conditions, the Plan will be closed. Starting from the day of closing the Plan, the principal amount outstanding under the Plan will be charged up against the card balance and subject to the interest applicable to the credit card in accordance with § 12(1)-(6).
  22. A User will not be authorized to issue any instructions relating to the Plan.

## Chapter XVI Agreement Termination

### § 24

1. The Customer may terminate the Agreement at any time upon 30-day notice by way of:
  - a) a written notice of termination of the Agreement filed with the Bank at a Bank Branch;
  - b) a written notice of termination sent to the Bank's address, signed consistently with the Customer's specimen signature provided to the Bank. In the case of any doubt as to authenticity of the notice, the Bank reserves the right to confirm the same by telephone;
  - c) a notice of termination filed via CitiPhone, upon verification;
  - d) a notice of termination filed via Citibank Online, after logging in (excluding Citi Mobile).
2. Unless the Agreement provides otherwise, the Bank may terminate the Agreement at any time upon 2-month notice effective as at the end of a calendar month, provided on a durable medium. If the termination is caused by:
  - a) the Customer's failure to meet any of their obligations concerning the terms on which the credit was granted, as set forth in the Agreement,
  - b) negative assessment of the Customer's creditworthiness,
  - c) in case the Bank is unable to apply financial security measures under the Anti-Money Laundering and Combating Terrorist Financing Act of 1 March 2018.
 the Bank shall indicate the relevant reason in the notice of termination.
3. The termination of the Agreement by the Bank with respect to provisions applicable to rules of granting and using credits extended by the Bank is also a valid reason for termination of the Agreement by the Bank with respect to provision of payment services and the CitiPhone Telephone Banking Service and Citibank Online specified in § 17 above by the Bank.
4. The termination or non-renewal of the Card Agreement will trigger the expiration of any additional services upon the lapse of the notice period and results in the closure of the 'Comfort' Installment Payment Plan, including the Loan to Card.
5. In the case of termination or non-renewal of the Agreement, the Customer will repay the Outstanding Balance in full on the day following the lapse of the period of notice, at the latest. If the Customer fails to make repayment by the indicated date, the Bank shall be entitled to contractual interest calculated on the principal amount for the period until the date of full repayment of the principal, at the rate in effect on the day following the expiration of the termination period of the Agreement.
6. For Transactions executed before, but posted on the Card Account after the end of the period of notice hereunder, the Customer shall be obliged to repay them by the date specified in the call to pay, which, however, must not be shorter than 7 Business Days.
7. During the period of notice, the Customer will be obliged to designate a bank account to the Bank for the purpose of crediting it with any overpayments in the Customer's Card Account.
8. If the notice period referred to in Clauses 1 and 2 expires on Saturday or a non-working day, the period of notice will be extended and expires at the end of the Business Day following that day.
9. The Agreement shall expire upon the Customer's death.

## Chapter XVII Final provisions

### § 25

1. In the cases provided for in the Banking Law Act and in the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, the Bank passes the Customers' Personal Data to:
  - a) Banking Register System kept by the Polish Bank Association having its registered office in Warsaw and to Biuro Informacji Kredytowej S.A. (Credit Information Bureau) having its registered office in Warsaw and, through their intermediation, to the financial institutions being subsidiaries

- of banks, in connection with liabilities arising under this Agreement. The said data may be processed by the aforesaid entities for up to 5 years after the expiry of the liability if the payment arrears under the Agreement exceed 60 days and after the occurrence of such circumstances at least 30 days have lapsed from the date when the Bank informed the Customer about its intention to disclose such data;
- b) business information offices with respect to liabilities arising from agreements concluded with the Bank:
    - if the total value of such liabilities exceeds PLN 200 and the liabilities have been past due for at least 30 days,
    - at least one month has passed since the Bank sent by registered mail or hand-delivered to the Customer, to the address for service specified by the Customer, and if the Customer has provided no such address - to the residence address or the electronic address for service entered in the electronic address base, a call to pay, which included a warning that it intends to provide data to a business information office, while specifying the name and address of such office;
    - it has been less than six years of the maturity date of the liability, and in case of claims confirmed by a res judicata court judgment or by an order of another authority established to rule on matters of that kind, or by an arbitration award, as well as any claims confirmed by a settlement reached before a court or arbitration tribunal, or a settlement reached before a mediator and approved by a court, it has been less than six years since the claim was established;
  - c) the entities referred to in Articles 6a-6d of the act - the Banking Law, including the entities commissioned by the Bank to collect the Bank's receivables.
2. The Bank wishes to advise that it may use data included in its internal databases as well as those acquired from generally accessible sources of information to the extent permissible under law in order to prepare an individual bank product offer and to manage its relationships with Customers.
  3. The Bank may outsource the processing of personal data to entities to which it outsources activities required in order to conclude and perform a Citibank Credit Card agreement and which are fully controlled by the Bank to the extent required to protect personal data and bank secrecy. Personal data may be processed in foreign data processing centers of Citigroup (full names and addresses of such entities are available on [www.citihandlowy.pl](http://www.citihandlowy.pl)) of which the Bank is a member, for the purpose of performance of the agreement made by the Bank. The Bank ensures protection of any data entrusted to those entities as regards personal data protection and bank secrecy protection.

## § 26

1. During the term of the Agreement, the Customer will be obliged to promptly inform the Bank if the Customer files a petition for bankruptcy or is declared bankrupt.
2. Any amounts due from the Bank in any currency, if they are to be disbursed in cash, may be disbursed only at the Bank in the territory of the Republic of Poland and the liabilities arising under the Agreement or other agreements made by the Bank and the Customer, whose provisions invoke these Terms and Conditions, are governed by the Polish law.

## § 27

1. If a Payment Instruction is submitted directly by the Customer/User, the Bank, unless it proves that the account of the Payment Services Provider of the Recipient was credited within the time limits specified in § 7(1) of the Terms and Conditions, will be liable toward the Customer for non-performance or undue performance of the Transaction unless:
  - a) the Customer fails to notify the Bank, promptly, but in any case not later than in 13 months from the date on which the payment account was debited, of the unauthorized, non-performed or unduly performed Transactions, using the procedure specified in the Terms and Conditions;
  - b) such non-performance or undue performance of the Transaction is caused by an event of force majeure or results from other laws or regulations;
  - c) the account of the Recipient has been credited in accordance with the Unique Identifier provided to the Bank by the Customer/User.
2. If the Bank is liable under Clause 1 above, it will promptly restore the debited Card Account to the status that would have existed if the non-performance or undue performance of the Transaction had not occurred. The value date of crediting the payment account of the Customer may not be later than the value date of debiting such an amount.
3. If the Payment Instruction is submitted by the Customer/User to a Third Party Provider, the Bank will reimburse the Customer for the amount of the non-executed or unduly executed payment transaction or, if necessary, it will restore the debited Card Account to the balance that would have existed if such undue execution had not occurred.
4. If the account of the Payment Services Provider of the Recipient was credited within the time limits specified in § 7(1), the Payment Services Provider of the Recipient will be liable towards the Recipient for non-performance or undue performance of the Transaction. If the provider of the Recipient is liable under this Clause 4, it will promptly make the amount of the payment transaction available to the Recipient or, where the Recipient uses the payment account, it will credit the payment account of the recipient with a relevant amount in order to restore the payment account to the balance that would have existed if the non-execution or improper execution of the payment transaction had not occurred. The value date of crediting the payment account of the Recipient may not be later than the value date at which the amount would have been credited if the transaction had been made in a timely manner. If the payment transaction is executed with a delay, the payment services provider of the Recipient will ensure - on request of the payment services provider of the payer acting for the payer - that the value date of crediting the payment account of the Recipient is no later than the value date at which the amount would have been credited if the transaction had been made correctly.
5. If the Transaction is initiated by or through the Customer as the Recipient, the Bank - as the provider of the Recipient - is liable to the Customer for correct transfer of the Transaction initiated by or through the Customer in accordance with the Terms and Conditions, except for the cases referred to in Clause 1 letters a-c above. If the Bank is liable in accordance with this clause, it will promptly transfer the Payment Instruction again to the provider of the Payer. If the Bank transfers the Payment Instruction with a delay, the Card Account will be credited with the amount of the Payment Instruction at the value date no later than the value date at which the Card Account would have been credited with the amount if the Transaction had been executed correctly. The provider of the Payer will inform the Bank that the Payment Instruction has been transferred with a delay.
6. Except for the cases referred to in Clause 1 letters a-c above, the Bank is liable to the Customer - as the Recipient - for non-execution or improper execution of the payment transaction if the Bank defaults on the obligation that the cash payment to the Card Account made by the Bank in the Card Account should be made available to the Card Account promptly after receiving funds but no later than on the same Business Day and that such payment should have the value date of the payment day, if the payment is made by a consumer. If the payment is made by a non-consumer, the funds may not be made available on the Card Account at the value date later than on the next Business Day after receiving the funds. If the Bank is liable under the previous sentence, the Bank will make the amount of the Transaction available to the Customer promptly after the Card Account is credited with such an amount. The Card Account will be credited with the amount of the Transaction that is made available to the Customer in accordance with the previous sentence, at the value date no later than the value date at which the Card Account would have been credited if the Transaction had been executed correctly by the Bank.
7. In the case of non-executed or improperly executed Transaction for which the Bank, as the provider of the Recipient, is not liable under Clauses 5 and 6 above, the liability to the Payer (other than the Customer) will be borne by the service provider of that Payer. In such a case the service provider of the Payer (other than the Customer) will promptly reimburse that Payer for the amount of the non-executed or improperly executed payment transaction or, where the Payer uses a payment account, it will restore the charged payment account to the balance that would have existed if non-execution or improper execution of the payment transaction had not occurred. The obligation referred to in the previous sentence is not applicable to the service provider of the Payer (other than the Customer) if it proves that the Bank, as the provider of the Recipient, received the amount of the payment transaction, even if the payment transaction was executed with a delay. In such a case the Bank, as the provider of the Recipient, will credit the Card Account with the amount at the value date no later than the value date at which the Card Account would have been credited if the payment transaction had been executed correctly.  
If the Transaction initiated by the Customer/User or initiated by or through the Recipient is not performed or is unduly performed, excluding any Transaction initiated by the Customer/User for which the Unique Identifier provided by the Customer was incorrect, the Bank, irrespective of any liability under the above provisions, will promptly initiate any steps, on request of the Customer, to track the Transaction and will notify the Customer of the results of such tracking, such steps being free of charge for the Customer. In the event of a Transaction in which the Unique Identifier provided

- by the Customer was incorrect, the Bank will promptly initiate any steps to recover the amount of the Transaction made with the use of incorrect Unique Identifier, in particular on the terms and in the manner set forth in the Payment Services Act. If funds are recovered, the Bank will collect the fee in accordance with the Table of Fees and Commissions from the Customer.
8. The Customer may demand from the Bank the return of the amount of an authorized Transaction initiated by or via the Recipient, in the case where such a Transaction was already executed if:
    - a) the amount of the Transaction was not determined precisely when it was being authorized; and
    - b) the amount of the Transaction is higher than the amount the Customer could expect, taking into account the type and value of previous Transactions of the Customer, provisions of the Agreement and any significant circumstances of the case.
  9. The Customer will be obliged to present any factual circumstances indicating that the conditions referred to in Clause 9 above are met.
  10. The Customer will not be entitled to a refund of the amount of an authorized Transaction initiated by the Recipient if:
    - a) the Customer/User gave their consent to execute the Transaction directly to the Bank, and
    - b) information on the future Transaction was given to the Customer by the Bank or the Recipient, in an agreed manner, at least 4 weeks before the date of execution of the order or was made available to the Customer by the Bank or the Recipient, in an agreed manner, for the period of at least 4 weeks before the date of execution of the order.
  11. The Customer may request a refund referred to in Clause 9 within 8 weeks from the date on which the Card Account was debited.
  12. The rules of liability of the Bank specified in Clauses 1-12 apply to Transactions governed by the Payment Services Act.

## § 28

1. The Bank will be authorized to unilaterally amend the Agreement, including these Terms and Conditions, exclusively due to important reasons, in the case of:
  - a) amendment to or introduction of new laws and regulations applicable to the banking and/or financial sector or an amendment to any recommendations, guidelines or good practices by any institution in charge of supervision of or connected with the banking sector affecting mutual rights and obligations of the parties to the Agreement,
  - b) a change in the scope or form of provision of services to which the provisions of these Terms and Conditions apply by the introduction of new products or withdrawal or change in characteristics of existing services, unless the change infringes on the Customer's interests.
2. If any provisions of the Agreement or its integral appendices are amended, unless the Agreement or the Terms and Conditions provide otherwise, the Bank will provide the information on the amendments made in a paper letter or on any other durable data carrier to the last correspondence address or to the last Primary Electronic Mail Address indicated by the Customer or via Citibank Online no later than two months prior to the effective date of such new provisions. In such a case, before the proposed effective date of the amendments, the Customer has the right to terminate the Agreement free of charge, as of the day on which the amendment was communicated to the Customer, but no later than as of the day of which the amendments would come into force. Instead of terminating the Agreement, as specified in the previous sentence, the Customer may object to the proposed amendments free of charge. In such a case the Agreement will expire on the day preceding the effective date of such proposed amendments. Unless the Customer terminates the Agreement or makes an objection in accordance with the above procedure, they will be deemed to have accepted the relevant provisions of the Agreement in the new wording.
3. If any provision of these Terms and Conditions is found to be unlawful or invalid, this will have no effect on the validity of the remaining provisions of these Terms and Conditions.
4. In the case of any discrepancy between these Terms and Conditions and the Agreement, the Parties will be bound by the provisions of the Agreement.
5. Understandings related to the Agreement must be made in writing, provided that 'in writing' also means any considered by law as equivalent to 'in writing', especially the electronic form as set forth in Article 7 of the Polish Banking Law of 29 August 1997. If any amendments are introduced by means of communications via the CitiPhone Telephone Banking Service, the Customer will have the right to hear telephone calls implementing such amendments and to receive copies of such recordings.
6. These Terms and Conditions are issued by the Bank in accordance with Article 109 of the Banking Law Act and are binding upon the Bank and the Customer in accordance with the principles provided for in Article 384 et seq. of the Civil Code.

## § 29

1. The language used in relations between the Bank and the Customer is Polish. The Customer will be entitled to request that the Understanding be made in English. The governing law which is the basis of relations between the Bank and the Customer before the Agreement is made and governing law applicable to the making and performance of the Agreement is the Polish law.
2. As long as the Agreement is in force, the Customer will be entitled to request, at any time, the provisions of the Agreement and information on the Card Account and executed Transactions to be made available to the Customer in paper format or on any other permanent information carrier.
3. Any matters not regulated under the Agreement will be governed by these Terms and Conditions and by other laws generally applicable in the territory of the Republic of Poland.

These Terms and Conditions take effect on and are binding from **5 December 2023**.