

Terms and Conditions of Citibank Credit Cards of 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 meanings:

- 1) **Electronic Delivery Address** - the electronic address of the Bank using a public registered electronic delivery service (publiczna usługa rejestrowanego doręczenia elektronicznego) or a public hybrid service (publiczna usługa hybrydowa) or a qualified registered electronic delivery service (kwalifikowana usługa rejestrowanego doręczenia elektronicznego). It allows the Bank to identify the sender or recipient of data sent using these services in an unambiguous way. The Bank's Electronic Delivery Address: 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 a consultant's involvement, some operations using the Card number along with the CitiPhone PIN and an Authentication 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) **Authorization** - consent by the Customer/Authorized 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-to-Phone Instant Transfers 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 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 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 telecommunications device.
- 9) **Citi Mobile Token** - a service available in Citi Mobile enabling authentication of transactions or other activities.
- 10) **CitiPhone PIN** - a Customer's/Authorized 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/Authorized User and known only to the Customer/Authorized User.
- 11) **Cookies** - files storing information or providing access to information already stored in a terminal telecommunications device used by the End User in connection with the use of the Citibank Online website.
- 12) **CVV2/CVC2** - a three-digit number placed on the Card or, in the case of a Virtual Card in Citi Mobile, used for the Authentication of Transactions when making a payment without the Card's physical use.
- 13) **Contactless Reader** - an electronic device that is an integral part of a POS (Point of Sale) terminal and is used to execute Contactless Transactions and print their confirmations; it reads data from a Contactless Module.
- 14) **Personal Data** - personal data within the meaning of 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/Authorized 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 payment services provider, other than the Bank, which renders one or more of the following services, in accordance with the Payment Services Act:
 - initiation of a payment transaction whereby the provider initiates a Payment Instruction from the Card Account on request of the Customer/Authorized 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/Authorized User's personal, confidential Identification Code used in the 3D Secure Authentication procedure, which allows for Transactions to be made via the Internet without physical use of the Card.
- 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/Authorized User for the purpose of contact with the Bank, which is used to communicate with the Customer/Authorized User, including by sending SMS or MMS messages and to provide additional services, including CitiAlerts, 3D Secure, Authentication 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/Authorized User used for identifying the Customer/Authorized User, for Authentication 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 a set of procedures agreed between the Customer and the payment services provider used for initiating 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, as applicable, 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 an Authorized User.
- 27) **Primary Card** - a Card issued to a Customer.
- 28) **Virtual Card** - a payment card linked to a 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) **Authentication Code** - a one-time code generated by the Bank, used for Authentication, including Strong Authentication, of Transactions or operations carried out by the Customer/Authorized User in Citibank Online, Citi Mobile, CitiPhone, at a Branch or on the Internet (to the extent permitted for these services).
- 30) **BLIK Code** - a string of digits generated via Citi Mobile for Authenticating BLIK Transactions.
- 31) **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.
- 32) **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.
- 33) **Online Exchange Rates** - the Bank's currency exchange rates, updated on a regular basis and published at <https://www.online.citibank.pl/kursy-walut/index.html>.
- 34) **Table Exchange Rates** - the Bank's exchange rates applicable to Deposits into the Card Account transactions involving currency translation.
- 35) **Credit Limit** - the maximum amount of authorized Outstanding Balance for 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.
- 36) **Contactless Transaction Value Limit** - the amount above which the execution of a Transaction may be subject to Strong Authentication.
- 37) **Supplementary Card Credit Limit** - the maximum amount of authorized Outstanding Balance denominated in Polish zlotys (PLN) and established individually for an Authorized User by the Bank at the Customer's request, within the Credit Limit.
- 38) **Minimum Repayment Amount** - the minimum amount as shown in the Statement, which the Customer is obliged to repay to the Bank at the latest on the day provided for in such Statement. The Minimum Repayment Amount is not less than PLN 30 and is calculated as the equivalent of:
 - amount of monthly principal and interest installments under a 'Comfort' Installment Payment Plan;
 - amount of interest charged for a given settlement period,
 - amount of Credit Limit overrun upon the issue of a given Statement,
 - outstanding Minimum Repayment Amounts not repaid in the previous periods,
 - the Outstanding Balance % (no more than 5%) shown in the Statement less the components listed above.
- 39) **Biometric Method** - Customer/Authorized User identity verification on a Mobile Device consisting in checking the Customer's/Authorized User's characteristic features (a fingerprint, iris or face map) using an appropriate functionality available on the Mobile Device;
- 40) **Mobile Device Unlocking Method** - a Mobile Device unlocking method based on the Customer's/Authorized User's knowledge.
- 41) **Contactless Module** - an electronic device embedded in mobile devices or in selected types of Cards, which communicates with a Contactless Reader and enables the execution of Contactless Transactions.
- 42) **User Name** - a name assigned by the Customer/Authorized User which defines them as a user in Citibank Online or in Citi Mobile, and is used for the purpose of logging in to that service.
- 43) **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.
- 44) **NRB/Bank Account Number** - the unique identifier of the Customer's account with the Bank, adopted in the Polish numbering system for bank accounts. An account number consists of twenty six digits, i.e. two control digits followed by eight digits of the Bank's sort code and sixteen digits of the number of the Customer's account with the Bank.
- 45) **Credit Card Servicing** - a service that allows the payer to use a payment card, as referred to in Article 2(15)(a) of the Payment Services Act, if the amount of each card transaction reduces the agreed credit limit.
- 46) **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).
- 47) **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.
- 48) **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.
- 49) **Payment Organization** - an organization that carries out settlements of Transactions made with cards issued within the system of that organization (e.g. VISA, MasterCard) and the information on Payment Organizations servicing cards issued by the Bank is available on the website of the Bank.
- 50) **Pay by Link (Płać 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/Authorized User. Pay by Link (Płać z Citi Handlowy) is not a payment executed by a Third Party Provider.
- 51) **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.
- 52) **PIN** - a confidential personal Customer/Authorized User Identification Code used for Authenticating Transactions.
- 53) **Citi Mobile Token PIN** - a confidential six-digit Customer/Authorized User identification number used for Authentication, including Strong Authentication, with the use of a Citi Mobile Token.
- 54) **'Comfort' Installment Payment Plan/Plan** - splitting a Transaction or a specific amount up to the Balance in Installments into installments on the terms set forth in an Understanding and the Terms and Conditions, particularly in Chapter XV of the Terms and Conditions.
- 55) **Payer** - a natural person, a legal person or an organizational unit without legal personality having legal capacity under statutory law, which submits a Payment Instruction (Customer/Authorized User).
- 56) **Transfer Order** - the service referred to in Article 3(4) of the Payment Services Act, except for an internal transfer order, a SEPA transfer order, and a transfer order in a foreign currency.
- 57) **Domestic Transfer Order in PLN** - a service initiated by the payer, as a result of which funds are transferred from the payer's domestic payment account with a provider to a recipient's domestic payment account with a provider in PLN.
- 58) **SEPA Transfer Order** - a service initiated by the payer, as a result of which funds in EUR are transferred from the payer's payment account to the recipient's payment account if both or one of the providers operate in the Single Euro Payment Area (SEPA).
- 59) **Cross-border Transfer Order in EUR** - a service initiated by the payer, as a result of which funds in EUR are transferred from the payer's payment account to a recipient's payment account, other than a SEPA Transfer Order.
- 60) **Cross-border Transfer Order in Foreign Currency** - a service initiated by the payer, as a result of which funds are transferred from the payer's domestic payment account with a provider to the recipient's payment account with a provider in a country other than Poland and in a currency other than PLN or EUR.
- 61) **Cross-border Transfer Order in PLN** - a service initiated by the payer, as a result of which funds are transferred from the payer's domestic payment account with a provider to the recipient's payment account with a provider in a country other than Poland, in PLN;
- 62) **Internal Transfer Order** - a service initiated by the payer, as a result of which funds are transferred between payment accounts maintained by the same provider.

- 63) **Internal Transfer Order in PLN** - a service initiated by the payer, as a result of which funds are transferred between PLN payment accounts maintained by the same provider.
- 64) **Transfer Order in Foreign Currency** - a service initiated by the payer, as a result of which funds are transferred from the payer's domestic payment account with a provider to the recipient's domestic payment account with a provider in a currency other than PLN or EUR.
- 65) **Repayment Order** - a Payment Instruction made to the Bank, containing an order to make a Deposit into the Card Account.
- 66) **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.
- 67) **SMS Notification** - a service consisting in the transmission of messages regarding the payment account, with the use of short text messages.
- 68) **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 a 'Comfort' Installment Payment Plan, repaid in accordance with an 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.
- 69) **Quick Cash** - a withdrawal of cash 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, split into installments under a 'Comfort' Installment Payment Plan on the terms set forth in an Understanding and the Terms and Conditions, particularly in Chapter XV of the Terms and Conditions; such a transaction does not require Card activation.
- 70) **Banking Law** - the Banking Law Act of 29 August 1997.
- 71) **Paylite** - splitting a Transaction into installments under a 'Comfort' Installment Payment Plan on the terms set forth in the Terms and Conditions, particularly in Chapter XV of the Terms and Conditions.
- 72) **BLIK Account** - the 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-to-Phone Instant Transfers.
- 73) **Card Account** - a technical PLN-denominated account maintained with the Bank where the Transactions made and fees, commissions and interest due to the Bank under the Agreement as well as repayments of the Outstanding Balance are posted. A Card Account is attached to a specific Card. The Bank opens a Card Account upon issuing a Primary Card or a Supplementary Card. The Card Account may be changed if the Card is replaced in any of the situations described in § 4.4. and § 4.5. The Card Account assigned to the Primary Card is always shown in the Statement, except when the Card Account has been closed and there is an overpayment on it, and is accessible via Citibank Online or Citi Mobile.
- 74) **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.
- 75) **Balance in Installments** - spreading out into installments under a 'Comfort' Installment Payment Plan of:
- a specific amount of Outstanding Balance Shown in the Statement less the Minimum Repayment Amount from the last Statement and any repayments made, or
 - a portion of the Outstanding Balance less the current outstanding principal of the 'Comfort' Installment Payment Plan and the Minimum Repayment Amount from the last Statement. The amount split into installments under the Balance in Installments does not include interest.
- 76) **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 a Plan.
- 77) **Concierge Service** - an 'arrange and book' service whose scope is specified in the Terms and Conditions of the Concierge Services (that document is available at the Bank's website www.citibank.pl), available to holders of a primary Citibank Platinum Credit Card or MasterCard Credit Card bearing a special World graphic mark.
- 78) **Strong Authentication** - Authentication that ensures protection of data confidentiality by using at least two elements from the following categories:
- something only the Customer/Authorized User knows;
 - something only the Customer/Authorized User has;
 - something the Customer/Authorized User is (Customer's/Authorized User's characteristic features);
- incorporated into such authentication and independent of one another so that compromising one of those elements will not undermine the reliability of the other elements.
- 79) **Preparation of a Transactions Summary** - a service initiated by the Payer, as a result of which the provider that maintains a payment account prepares a summary in paper or electronic format of transactions executed on the payment account over a given period.
- 80) **Subscription** - a series of recurring Transactions in favor of the same Recipient.
- 81) **BLIK System (BLIK)** - the mobile payment system managed by Polski Standard Płatności Sp. z o.o. with its registered office in Warsaw, which supports BLIK Transactions.
- 82) **Transaction** - any Cash Withdrawal, Internal Transfer Order in PLN, Domestic Transfer Order in PLN or payment for purchased goods and services made with a Card, a Contactless Medium or a Mobile Device, including:
- Contactless Transaction** - any Cashless or Cash Transaction made with a Card, a Contactless Medium or a Mobile Device equipped with a Contactless Module at points of sale, ATMs or other devices equipped with a Contactless Reader and allowing execution of such Transactions.
 - Cashless Transaction** - any payment for purchased goods and services made at points of sale, as well as any payment made without the physical use of a Card, in particular orders placed in writing, by telephone, electronic media or via Citibank Online.
 - BLIK Transaction** - a BLIK System Transaction made under the terms and to the extent indicated in these Terms and Conditions:
 - BLIK Payment - a BLIK System Cashless Transaction that requires entering a BLIK Code.
 - BLIK Phone-to-Phone Instant Transfer - a Domestic Transfer Order in PLN or an Internal Transfer Order in PLN executed through the BLIK System on the basis of an Instruction placed in Citi Mobile, as a result of which funds are transferred to the Recipient's account registered in the BLIK Database in real time, on the date of the instruction. BLIK Phone-to-Phone Instant Transfer is a special Transaction.
 - BLIK Cash Withdrawal - a cash transaction, made without the use of a Card and executed through the BLIK System, requiring the entering of a BLIK Code and consisting of a cash withdrawal from an ATM.
 - Cash Transaction** - any Cash Withdrawal at ATMs, banks or other financial institutions.
 - 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.:
 - a withdrawal of cash 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-to-Phone Instant Transfer,
 - a Transaction with gaming and gambling service providers in accordance with the Gambling Law of 19 November 2009,
 - Transaction with foreign currency, virtual currency and means of payment exchange service providers, and entities that intermediate in such exchange;
- 83) **Transaction Limits Table** - the table of limits and restrictions applicable to Transactions, included in Appendix 1 to these Terms and Conditions.
- 84) **Interest Rates Table** - the table of interest rates included in Appendix 3 to these Terms and Conditions.
- 85) **Table of Fees and Commissions** - the table of fees and commissions included in Appendix 2 to these Terms and Conditions.
- 86) **Temporary Credit Limit Increase** - the amount of authorized temporary Outstanding Balance in excess of the Credit Limit under the Primary Card, granted pursuant to § 10.3 of these Terms and Conditions.
- 87) **Card Agreement/Agreement** - an agreement made between the Bank and a Customer for the issue and use of a Payment Card (Card).
- 88) **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 number.
- 89) **Authorized User** - a Supplementary Card user authorized by the Customer to make Transactions in the Customer's name and for the Customer's benefit using a Supplementary Card.
- 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 Card Account balance or to submit other instructions to the Card Account.
- 92) **Incoming Call Identification Service** - a function for identifying a Customer/Authorized 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/Authorized 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/Authorized 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/Authorized 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 the physical use of the Card via the Internet, involving electronic identification of the Customer/Authorized User in Citibank Online through entering the User Name and the Identification Code.
- 98) **User/Customer** - a natural person having full capacity for legal transactions, who has entered into an Agreement with the Bank and carries out Transactions in their name and for their benefit for a purpose not directly connected with their business or professional activity, who is a consumer within the meaning of Article 22 of the Civil Code Act of 23 April 1964 (hereinafter the 'Civil Code') and who is the holder of the Primary Card.
- 99) **End User** - a Customer/Authorized User using Citibank Online or requesting the provision of the Citibank Online service and a Customer/Authorized User 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) **Deposit** - an instruction for a cash or cashless transaction, including a cash deposit, resulting in an inflow of funds into the Card Account.
- 102) **Cash Deposit** - a service whereby cash is deposited into the consumer's payment account using a device that enables such depositing or at a provider's outlet.
- 103) **Statement** - a statement of Transactions, Deposits into the Card Account and of the interest, commissions and fees due to the Bank, covering the previous settlement month and including information about the Minimum Repayment Amount and the repayment date.
- 104) **Payment Card Issuing** - a service consisting in issuing a payment card, as referred to in Article 2(15a) of the Payment Services Act.
- 105) **Cut-off Times List** - a list of hours designating the time on a Business Day after which a Payment Instruction is deemed received on the first Business Day after the day. 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** - an instruction for a cash or cashless transaction, including a Cash Withdrawal, resulting in an outflow of funds from the Card Account (account debiting).
- 108) **Cash Withdrawal** - a service consisting in a cash Withdrawal from the consumer's payment account using a device enabling such a withdrawal or at a 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/Authorized User or Recipient to the Bank, containing an order to initiate or carry out a Transaction or to make a Deposit into the Card Account.
- 112) **Card Blocking** - cancellation of a Card by the Bank in accordance with applicable laws, 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 due for a given period, delivered to the Customer free of charge at least once a calendar year, in the form agreed with the Customer.

§ 2

1. Cards shall be 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, as applicable, 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. The Customer may opt out of the function that enables the execution of Contactless Transactions by placing an instruction via Citibank Online or the CitiPhone Telephone Banking Service. The instruction to disable the contactless function placed via the CitiPhone Telephone Banking Service shall be 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 a statement of will with the use of a Bank's form and the Attorney to provide a specimen signature.
5. In the case of powers of attorney that are not granted in the presence of a Bank employee, the signature of the principal, i.e. the Customer, must match the Specimen Signature provided at the Bank or with a 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 has entered into relevant international agreements discharging them from this obligation and has 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 bear an Apostille clause.
7. If the Power of Attorney has been 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. Any provisions of these Terms and Conditions and of the Agreement referring to the Customer shall apply to the Authorized User/Attorney, as relevant, save that, in relations between the Bank and the Customer, the Customer shall be financially liable to the Bank for any of the Authorized User's/Attorney's acts related to the use of the 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 such additional documents and information from the Customer as are required to meet the obligations pursuant to the Anti-Money Laundering and Countering the Financing of Terrorism Act of 1 March 2018.
2. The Bank shall present the Customer with a Fee Information Document, in accordance with the Payment Services Act, in good time before making the Agreement. The Bank shall present the Customer with a 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 and the level of the Customer's income before the Agreement is concluded 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 shall issue a physical Card at a Branch, or shall send it to the mailing address specified by the Customer. The Virtual Card shall be 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 shall be renewed automatically for subsequent terms as 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 the subsequent period for which the Agreement has been renewed, or
 - b) the Bank notifies the Customer in writing, to the last mailing address given by the Customer, of its intent not to extend the Agreement not later than 30 days before the lapse of the term provided for in the Agreement or the subsequent term for which the Agreement has been renewed.
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 shall be 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 shall receive 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 in the form of a physical card, the Customer shall sign the Card permanently, activate the Card and 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 ePIN via Citibank Online and 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. The types of Cards offered by the Bank are specified in the Table of Fees and Commissions. The Customer may change the type of 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 are relevant to 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 has 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 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 conclusion 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 Authorized 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 Authorized Users named by the Customer.
2. Promptly upon receiving the Supplementary Card in the form of a physical card, the Authorized User shall sign the Card permanently, activate the Card and define the PIN and ePIN. The Customer may activate the Supplementary Card and assign the PIN via Citibank Online or Interactive Voice Responder. An Authorized User may activate the Supplementary Card and assign an ePIN via Citibank Online or 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 an Authorized User. The Customer can request 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. Any Transactions made with Supplementary Cards shall be debited to the Primary Card Account and to the Credit Limit.
4. A Supplementary Card has a technical Card Account separate from the Primary Card, but any Deposits made into this account repay the Outstanding Balance.
5. On the Customer's application, the Bank may provide the Customer/Authorized User with a Contactless Medium linked to the Card for making Contactless Transactions. Promptly upon receiving such Contactless Medium, the Customer/Authorized User shall assign a PIN and activate the Contactless Medium. The Authorized User of the Supplementary Card may activate the Contactless Medium and assign 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. Insofar as not specified above, the Terms and Conditions applicable to the Card shall apply to the Contactless Medium.
8. The Customer/Authorized User may opt out of the Supplementary Card or the 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 shall expire:
 - 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 an Authorized User – with regard to a Supplementary Card, expiration, termination or withdrawal from the Agreement,
3. The Virtual Card shall expire if the corresponding physical Card is activated.
4. The expiry of a Card shall not discharge the Customer from the obligation to repay the Outstanding Balance resulting from any Transactions executed before but posted after the expiry of the Card.
5. Under the circumstances described in Clause 2, the physical Card 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 applies limits and restrictions on Card Transactions, BLIK Transactions and Transactions made via Citibank Online, as such limits and restrictions are set out in the Transaction Limits Table.
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 shall notify Customers of any change in the Transaction Limits Table as per § 28.2 of the Terms and Conditions.
8. The limits applicable to Contactless Transactions not requiring Strong Authentication shall result from the 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 amount limit applicable to Contactless Transactions made in Poland with no need for Strong Authentication is specified in the Transaction Limits Table.
11. Regardless of the amount of Contactless Transaction, the Transaction may need to be executed with the use of Strong Authentication.

§ 7

1. When executing a Payment Instruction submitted by a Customer/Authorized User, the Bank will ensure that the account of the Recipient's provider 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 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 Transaction. If the Bank makes no currency translation or makes a translation between EUR and the currency of a member state or between currencies of two member states, the Bank shall make the amount of 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 shall be credited as follows:
 - a) promptly after the deposit has been made – for cash deposits at ATMs or Bank Branches or by an Internal Transfer Order,
 - b) promptly after the account of the Bank as the recipient's provider has been credited with such an amount – for other deposits, subject to § 7.4 below. The obligation provided in this § 7.2 shall also apply to payments made within one provider.
3. The Card Account will be debited with the amount of Transaction at a value date no earlier than the date on which the Card Account is actually debited with the amount of Transaction.
4. The Bank is entitled to refuse to execute a Payment Instruction submitted by a Customer/Authorized User if the Customer/Authorized 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 placed 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 being used for unlawful purposes or involves an increased risk for the security of payment services provided by the Bank. The above pertains to Payment Instructions regarding the 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 where 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 making 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 shall inform the Customer immediately thereafter but no later than on the next business day after such denial. The Bank shall not inform the Customer about denial if this would be not advisable on objective reasonable grounds linked to security or would be against specific regulations.
7. Any Card Account settlements related to Payment Instructions shall be made in Polish zlotys (PLN). In the case where an incorrect entry is posted on the Account, the Bank has the right to correct such an entry (reversing entry/ correction). The Bank shall forthwith notify the Customer of making a correction/reversal of an incorrect entry, by including relevant information in the Statement.
8. For Deposits into the Card Account made in a different currency than the currency of the Card Account, translations into Polish zlotys (PLN) shall be made at the currency buy rate specified in the Table Exchange Rates table applicable upon the receipt of the funds by the Bank.
9. The current exchange rates in effect at the Bank are presented in the Exchange Rates Table made available to the Bank's Customers via Citibank Online, via the CitiPhone Telephone Banking Service and on the Bank's website (<https://www.online.citibank.pl/kursy-walut/index.html>). The exchange rate applied shall be presented by the Bank in the transaction description given in the Statement.
10. The Table Exchange Rates are published twice a day, at 9:00 a.m. and 4:30 p.m. on days when the average exchange rate is published by the National Bank of Poland, and apply to Deposits into the Card Account transactions involving currency translation effected using a Card.
11. On days when the Bank does not publish Table Exchange Rates, transactions as referred to in Clause 10 shall be executed on the basis of the Table Exchange Rates in effect on the preceding business day.
12. Table Exchange Rates shall be determined based on the average Online Rates for a given hour available on the Bank's website. Online Rates shall be sourced from the current buying and selling exchange rates published by Thomson Reuters, adjusted by the Bank's margin of 5% (the margin shall be added to the Bank's selling rate, and subtracted from the Bank's buying rate). Under individual arrangements with the Customer, the Bank will be entitled to apply a margin that is more favorable to the Customer.
13. The amounts of Card Transactions executed in a currency other than Polish zlotys (PLN) shall be translated by the Payment Organization into Polish zlotys (PLN) at the rate of the Payment Organization that is settling the Transaction. Subsequently, the Transaction amount plus a currency translation commission (as per the Table of Fees and Commissions for Citibank Credit Cards) shall be posted in the Card Account. The commission shall be collected on the day of posting the transaction. The value of the collected commission shall be presented by the Bank in the description of Transactions in the Statement.
14. The actual posting of a Transaction in the Card Account shall be effected up to 14 days from the date of the Transaction, immediately after the Bank has received electronic documents confirming that the Transaction has been executed by the Payment Organization that is settling it.
15. If the Transaction is initiated by or through a Recipient and the exact amount of the transaction is not known when the Customer/Authorized User consents to such a Transaction, the Bank may effect a lock of funds on the payer's Card Account (also known as an 'authorization hold') only if the payer has agreed to have the relevant amount of funds locked. The Bank shall release the amount locked on the Card Account in accordance

- with the preceding sentences promptly after it has received the Payment Instruction and information about the specific amount of the payment transaction.
16. The exchange rates applied by the Payment Organization for translating Citibank Credit Card Transactions into PLN and the associated translation rules are available on the Bank's website: <https://www.citibank.pl/kursy-walut/>. In the case of Transactions executed using a Card in currencies of the European Economic Area other than PLN, if the payment services providers of the payer and of the recipient are located in the European Economic Area, the Bank will send the Customer/Authorized 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 translation fees expressed as a percentage margin in relation to the latest euro reference exchange rate published by the European Central Bank. The Bank shall also send the information referred to in the preceding sentence to the Customer/Authorized 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) the Customer - information on Transactions executed with the Primary Card and Supplementary Cards,
 - b) an Authorized User - information on Transactions executed with a Supplementary Card.
 18. The Customer will be obliged to repay at least the Minimum Repayment Amount 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. The making of a Deposit into the Card Account before the date of issuance of the Statement shall not discharge the Customer from the obligation to pay at least the Minimum Repayment Amount 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 parties 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. Save for Transactions made in the manner specified in § 7.23-§ 7.25, § 7.30-§ 7.33 and § 7.45 below, or a Transaction made as result of concluding an Understanding, as described in § 23.9 below, if a Transaction is made with a Card, the Authentication for Authorization purposes shall be effected through the presentation of the Card and confirmation with the PIN, or through the presentation of a Virtual Card and confirmation by means of a Mobile Device Unlocking Method or a Biometric Method, or upon the signature by the Customer/Authorized User of the debit document in accordance with the signature affixed on the Card or the Specimen Signature - where no Strong Authentication is required. The Customer/Authorized User shall Authenticate a Transaction in order to consent to debiting the Card Account with the amount of the Transaction plus the fees and commissions as per the Table of Fees and Commissions.
 21. In the case of an Instruction for Cash Deposit into the Card Account, Authentication for Authorization purposes shall be effected through:
 - a) the presentation of the Card and confirmation with the PIN - if cash is deposited via an ATM,
 - b) confirmation with the Customer's PIN or signature - if cash is deposited at a Branch.
 22. If a Cash Withdrawal from an ATM is made with a Card, Authentication for Authorization purposes shall be effected through the presentation of the Card and confirmation with the PIN or through a Mobile Device Unlocking Method or a Biometric Method. A Cash Withdrawal made from ATMs in Poland or abroad by means of a Card is subject to restrictions provided for by applicable laws.
 23. In the case of an Instruction for BLIK Cash Withdrawal, Authentication for Authorization purposes shall be effected by the Customer/Authorized User by way of logging in to Citi Mobile, generating a BLIK Code, entering the generated BLIK Code at the ATM, and confirming the Payment Order in Citi Mobile by selecting the appropriate function button used to deliver the Payment Instruction to the Bank, as well as by performing a Mobile Authentication - if the Bank requires Strong Authentication.
 24. In the case of a Payment Instruction for BLIK Phone-to-Phone Instant Transfer, Authentication for Authorization Purposes shall be effected by way of logging in to Citi Mobile and confirming the Payment Instruction in Citi Mobile by selecting the appropriate function button used to deliver Payment Instructions to the Bank and by completing a Mobile Authentication - if the Bank requires Strong Authentication.
 25. In the case of a BLIK Payment Transaction Instruction, Authentication for Authorization purposes shall be effected by logging in to Citi Mobile, generating a BLIK Code, entering the generated BLIK Code in the point of sale (POS) terminal or via the Online Payments Operator selected by the Customer/Authorized User, confirmation of the Payment Instruction in Citi Mobile by selecting the appropriate function button used to deliver the Payment Instruction to the Bank and completing a Mobile Authentication - if the Bank requires Strong Authentication.
 26. By authorizing a BLIK Transaction, the Customer/Authorized User approves debiting 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/Authorized User will not be able to make any PIN-based Transactions using the Card or Contactless Medium, as applicable, 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 has ceased to exist.
 30. In the case of a Contactless Transaction:
 - a) equal to or above the Contactless Transaction Value Limit or in the cases specified in § 7.62 below, Authentication for Authorization purposes shall be effected by presenting the Card and confirmation with the PIN or by presenting the Virtual Card and confirmation with a Mobile Device Unlocking Method or by a Biometric Method. Furthermore, in cases where the Bank does not require Strong Authentication, Authentication for Authorization purposes shall be effected by the Customer/Authorized User affixing a signature on the debit document matching the signature on the Card;
 - b) below the Contactless Transaction Value Limit - Authentication for Authorization purposes shall be deemed effected upon the transmission of the Card or Contactless Medium details stored in the Contactless Module, as such details are required to execute the Transaction, by putting the Card or Contactless Medium in the proximity of a device capable of reading the details stored in the Contactless Module. In the cases specified in § 7.62. below, Authentication for Authorization purposes shall be effected by presenting the Card and confirmation with the PIN or by presenting the Virtual Card and confirmation with a Mobile Device Unlocking Method or a Biometric Method.
 - c) Authentication for Authorization purposes shall be effected upon the transmission of the Card or Contactless Medium details stored in the Proximity Module, as such details are required to execute the Transaction, by tapping the Card or Contactless Medium to a device capable of reading the details stored in the Proximity Module - this applies to Contactless Transactions other than those specified in points (a) and (b) above, where the Bank is not obliged to use Strong Authentication under applicable law.
 31. In the case of a device where transactions are initiated through the confirmation of being the Card holder, Authentication for Authorization Purposes shall be effected by the physical presentation of the Card by the Customer/Authorized User in the device and confirmation with the PIN. In cases where Strong Authentication is not required under applicable laws, Authentication for Authorization Purposes shall be effected through physical presentation of the Card in the device.
 32. In the case of Transactions made remotely without physical presentation of the Card (over the phone, in writing or via the Internet), Authentication for Authorization purposes shall be effected by the provision of the Card or Customer/Authorized User details, 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 3D Secure Authentication or Mobile Authentication or Citibank Online Authentication or by a Mobile Device Unlocking Method or by a Biometric Method.
 33. The use of the Card number and CitiPhone PIN, or of the CitiPhone PIN only where the Customer/Authorized User has enabled the Incoming Call Identification service for placing telephone Payment Instructions constitutes the Authentication of such Payment Instructions by the Customer/Authorized User for the purpose of Transaction Authorization.

34. The Bank does not allow the Customer/Authorized 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 the CitiPhone Telephone Banking Service,
 - b) via Citibank Online,
 - c) via Citi Mobile,
 - d) by means of a BLIK Phone-to-Phone Instant 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/Authorized 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-to-Phone Instant Transfer, the recipient's phone number registered in the BLIK Database, required to initiate or execute the Internal Transfer Order in PLN or the Domestic Transfer Order in PLN, and
 - b) The Customer/Authorized User has provided the Bank with (or has confirmed to the Bank, including 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 Transaction, name of the Recipient and the transfer reference.
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 Deposit into the Card Account if the Customer/Authorized User has provided the Bank with the following:
 - a) for a Cash Deposit via an ATM: the PIN and the Cash Payment amount,
 - b) for a Cash Deposit 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 instruction execution date.
40. Subject to Clauses 43 and 44 below, Payment Instructions Authenticated by the Customer/Authorized User and delivered to the Bank shall be deemed confirmed by the Customer/User and made to the Bank for execution in a valid and effective manner. The Customer/Authorized User may not cancel or modify any Payment Instruction after it has been 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 the lapse of the time limits set forth in Clauses 39-41 above, the Payment Instruction can be recalled or modified only upon agreement between the Customer/Authorized User and the relevant provider (Bank or Third Party Provider). Where a payment transaction is initiated by or through the Recipient, the recall or modification of a Payment Instruction after the lapse of the time limits set forth in this clause must also be approved by the Recipient.
43. In the case of a Payment Instruction placed via:
 - a) Citibank Online (including a Payment Instruction for a Pay by Link Transaction) or Citi Mobile, Authentication for Authorization Purposes shall be effected 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 Authentication Code or performing a Mobile Authentication (including based on an Authentication Code) - if the Bank requires Strong Authentication,
 - b) the CitiPhone Telephone Banking Service, Authentication for Authorization Purposes shall be effected by way of entering the Card number and confirming it with the CitiPhone PIN or by way of CitiPhone PIN confirmation only where the Customer has enabled the Incoming Call Identification Service,
 - c) a Branch - Authentication for Authorization Purposes shall be effected after the identity of the Customer/Authorized User has been verified against a document that confirms their identity, or by entering the PIN, and, then, by confirming the Payment Instruction with a signature or the PIN.
44. A payment transaction may also be consented to 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 instruction.
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/Authorized 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, except that BLIK Phone-to-Phone Instant Transfers shall be executed immediately and the crediting of the Recipient's account with the transferred amount shall be effected upon the submission of a Payment 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 shall not debit the Card Account before receiving a Payment Instruction.
49. In the case of Payment Instructions submitted by the Customer/Authorized 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/Authorized User - provided that the Customer/Authorized 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 Cashless 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/Authorized User, the Payment Instruction will be deemed received on the day on which such application or complaint is granted.
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, shall be credited 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-to-Phone Instant 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. A 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 56 below, any amounts paid or obtained by the Bank in connection with the Agreement shall 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 from Cash Transactions, subject to Clause 57 below;
 - d) Outstanding Balance from Cashless Transactions, subject to Clause 57 below.
56. Any amounts credited to the Card Account due to returned Transactions shall not be deemed to be repayment of the Outstanding Balance Shown in the Statement. The amounts of returned Transactions shall 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 from Cash and Non-Cash Transactions bearing a lower interest rate shall be repaid first.
 58. In the case of Cards issued in cooperation with external partners, the Bank may convert the amounts of selected Cashless 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, in the terms and conditions of loyalty programs and in promotional materials available in Branches.
 59. The specific rules of granting benefits referred to in Clause 58 above and other rights of the Customer holding a Card issued in co-operation with external partners, in particular discounts under loyalty programs of such external partners, are described in the relevant terms and conditions of loyalty programs, on the Bank's website at www.citibank.pl, and in promotional materials available at Branches.
 60. The Bank will communicate any changes in the rules of granting the benefits referred to in Clause 58 above in a manner provided for in the terms and conditions of the loyalty program concerned.
 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 to effect Authentication or Strong Authentication, the Bank may use a method that relies on testing a specific set of features and properties of the device to check that the Customer has earlier used the device to place a Payment Instruction or to perform any other action - provided that the Customer is the sole user of the device. If the Bank uses the method described in this clause as part of Strong Authentication, the Bank will treat the verified device as one of the elements of Strong Authentication.
 63. The Bank shall require 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. In the case of an overpayment on the Card the Bank will be obliged to return it, and the Customer will indicate the method of returning it without delay. The Customer may indicate the method of returning the overpayment at a Branch, via the CitiPhone Telephone Banking Service, via Citibank Online using the tab 'Contact' or in writing by mail. An instruction to return an overpayment placed as per the previous sentence shall not be chargeable with a Special Transaction commission as per the Table of Fees and Commissions. The submission of an overpayment refund instruction via the CitiPhone Telephone Banking Service is not subject to the CitiPhone Telephone Banking Service fee. The submission of an overpayment return instruction via Citibank Online may require Authentication, including Strong Authentication, as set forth in these Terms and Conditions.
3. If the Agreement expires, the Bank shall settle the account with the Customer within 14 days from the date of expiration. The Bank shall 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 as referred to in the preceding sentence, the Bank shall return the amount to another account of the Customer with the Bank, and in the absence of such an account, to the Customer's account from which the repayment was made. If none of the above ways of refunding overpayment is possible, the Bank shall request the Customer to indicate an account for the refund.
4. Every Transaction shall reduce the available Credit Limit. Subject to § 10.3 and § 10.4 below, the Credit Limit represents revolving credit and every repayment shall increase the available Credit Limit by the amount of such a repayment. Deposits exceeding the amount of Outstanding Balance shall not increase the Credit Limit granted and shall bear no interest. Any Deposits exceeding the amount of the Outstanding Balance shall be allocated to the repayment of the outstanding balance resulting from 'Comfort' Installment Payment Plan (if any is active in the Card Account), in correspondence to the activation date, starting from the oldest Plan.
5. The Bank reserves the right to refuse to return 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 the reliability of the identity document presented by the person placing the overpayment return instruction and failure to produce, at the Bank's request, an additional identity document with a photograph,
 - c) inability to determine the identity of the person placing a written overpayment return instruction.
6. The available Supplementary Card Credit Limit shall 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 shall be renewed automatically, and the payment will be credited towards the Outstanding Balance of the Primary Card).
7. The Customer shall control the amount of their Outstanding Balance to the Bank. Should the Credit Limit be overdrawn by the Customer/Authorized User, the Customer shall promptly repay the amount of the overdraft.

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) the issue of a new Card in physical form, except that a Virtual Card shall not be issued if a new Card in physical form is issued at a Branch.
2. From the time the Bank issues a Virtual Card until it expires, it shall be only available in Citi Mobile.
3. Before it is used, a Virtual Card must be activated. A Virtual Card may be activated only in Citi Mobile within 30 days from its issuance. A Virtual Card shall be valid from the time it is activated until the activation of the corresponding physical Card, but for not longer than 90 days from its issuance. Once a Virtual Card has expired, the Bank shall replace its data with that of the corresponding physical Card.
4. A Virtual Card cannot have a PIN Code or a signature specimen assigned, so it is not possible to perform Transactions that require Authentication based on these elements.
5. A Virtual Card may be used to make the following transactions:
 - a) contactless transactions made via Google Pay or Apple Pay and as per 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 has been added to Google Pay or Apple Pay.
 - b) remote transactions without physical use of the Card, including Subscriptions.
6. The expiration date of a 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 shall be different from that on the physical Card for which the Virtual Card has been issued.
8. The cancellation of a Virtual Card shall trigger the cancellation of the corresponding physical Card. To the extent not regulated in this chapter, the other provisions of the Terms and Conditions shall apply to a 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 shall notify the Customer promptly by mail 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 shall be made through 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. Each Temporary Credit Limit Increase shall be effected through 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. A Loan to Card (Additional Credit Limit) shall be governed by the provisions of these Terms and Conditions that apply to the Credit Limit, as relevant, 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 shall become effective after such terms have been agreed on by the Bank and the Customer and after the Bank has issued 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.
2. The Bank will charge an annual fee on the Customer, in the amount and at intervals specified in the Table of Fees and Commissions, and will include the same in the Statement made available to the Customer.
3. The Bank will charge any fees, commissions and interest due to it by debiting the Card Account, also when such debiting results in the granted Credit Limit being exceeded.
4. 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, 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 Cashless Transactions shall 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 Repayment Amount 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.
5. 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

1. Interest accrued on the credit extended on the basis of the Agreement, subject to Clause 3, shall 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 shall equal 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 shall equal fourfold the 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.
2. The Bank shall 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, as applicable; 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.
3. The variable interest rate accrued on the 'Comfort' Installment Payment Plan opened on or after 1 December 2018 shall equal 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 shall equal 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.
4. The Bank shall 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, as applicable; 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, as applicable, on the first day of the new interest rate.
5. 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 a change in the interest rate on a durable medium, as well as by posting information on the Bank's website.
6. The interest rate on credit granted under an Agreement concluded from 30 June 2023 cannot be higher than the sum of the reference rate of the National Bank of Poland and 25 percentage points. If the maximum interest rate determined in accordance with the applicable laws is higher than the sum of the reference rate of the National Bank of Poland and 25 percentage points, the Bank shall apply the lower amount. The interest rate on credit granted under an Agreement concluded by 29 June 2023 cannot be higher than the sum of WIBOR 6M and 25 percentage points. If the maximum interest rate determined in accordance with the applicable laws is higher than the sum of WIBOR 6M and 25 percentage points, the Bank shall apply the lower amount.
7. The maximum interest rate on credit must not exceed the limit allowed by law.
8. 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 shall be effected not later than within 6 months from the occurrence of any of the following circumstances:
 - a) 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 shall apply exclusively to new or modified services,
 - b) amendment to existing or adoption of new laws, recommendations, instructions, or guidelines issued by supervisory authorities relevant to the 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,
 - c) increase in actual costs incurred by the Bank in connection with the provision of a service under the Agreement or in the labor intensity of such a service,

- d) the occurrence of inflation (an increase in prices of consumer goods and services) of 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 shall be amended not more than once a quarter.
9. The limitation on the 200% cap change relative to the previous value, as referred to in Clause 8, shall not apply to cases where new items are added to the Table of Fees and Commissions or where the previous fee was PLN 0.
10. The Bank shall be entitled to waive or reduce any fees or commissions specified in the Table of Fees and Commissions.
11. The Bank shall 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.
12. 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 shall pay the fees due to the Bank in accordance with the Agreement and the Recipient shall pay the fees provided for in the 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

1. The Bank shall 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 the delivery of Statements in paper format, the Bank will charge fees as determined in the Table of Fees and Commissions.
2. Upon finding any incorrect balance in the Statement, the Customer shall 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 settlement period, the Customer shall 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.
3. 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 shall be provided starting from the following Statement generation cycle. The Bank shall inform the Customer about an electronic Statement 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 shall present the Customer free of charge with a Fee Summary for services linked to the Card Account for fees charged for the period subject to such Summary. A Fee Summary issued by the Bank shall include any fees charged for services included in the List of Representative Services.
7. The Bank shall present the Customer with a Fee Summary at least once a calendar year. If the Agreement is terminated, the Bank shall 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 shall provide a Fee Summary in paper format on a 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, itemization of such fees, or information about interest due from 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 translation, for payment transactions subject to currency translation,
 - e) information about the value date applied upon the debiting of the account or about the Payment Instruction receipt date. The aforesaid instruction shall be submitted via Citibank Online.
10. The Bank shall 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 Payment Services Act, 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 has consented for the Bank to respond to such Third Party Service Provider's requests in order to confirm that the amount equal to a specific card-based payment transaction is available in the Card Account. The aforesaid confirmation shall be made by giving the "yes" or "no" answer, as applicable, and shall not entail providing 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 the 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 as per the Agreement and these Terms and Conditions by:
 - a) the Customer - in respect of the Primary Card and Supplementary Cards;
 - b) the Authorized User - in respect of the Supplementary Card.
14. The Bank shall accept complaints from Customers:
 - a) in written form - on a document submitted personally at a Bank Branch during the working hours of the Branch or sent to the following address: Citi Handlowy, Biuro Obsługi Reklamacji i Zapytań Klientów [Customer Complaint and Inquiry Office], ul. Golezowska 6, 01-260 Warszawa 42, or sent to the Bank's Electronic Delivery Address AE: PL-51087-16873-WFBWS-31.
 - b) in oral form - made by phone or personally for the record during the Customer's visit at a Bank Branch;
 - c) in electronic form - via the Citibank Online Service after logging in to the webpage under the "Contact the Bank" tab or through an email message to the Bank's e-mail address: listybh@citi.com.

The up-to-date contact details for submitting complaints are available on the Bank's website (www.online.citibank.pl).
15. Upon the Customer's request, the Bank shall confirm the receipt of a complaint in writing or otherwise as agreed with the Customer;
16. The Customer may submit a complaint through an attorney holding a power of attorney in written form certified by a notary, in the form of a notarial deed or granted by the Customer at a Bank Branch in ordinary written form in the presence of an employee of the Bank.
17. In order to facilitate and expedite the thorough examination of the complaint by the Bank, it should be submitted immediately after the Customer has become aware of any reservations, unless this circumstance has no impact on the manner of handling the complaint.
18. The Bank may ask the Customer to present any supplementary information and documents necessary to process the complaint.
19. In order to enable quick and effective examination of the complaint, it is recommended that the complaint should contain: the first name and surname, the PESEL number or the number of another identity document, a description of the event to which it refers, an indication of the reported negligence, the name of the employee dealing with the Customer (or circumstances enabling his/her identification), and in the case of a loss - a precise indication of the Customer's claim resulting from the irregularities, a signature matching the specimen signature card held by the Bank.

20. The Customer shall be informed about the results of the complaint examination process without undue delay, yet not later than within 30 days of the Bank's receipt of the complaint. For complaints related to payment services provided by the Bank, the Bank shall respond to a complaint within 15 business days of receipt of such complaint.
21. In particularly complicated cases which make it impossible to examine the complaint and respond to it within the periods referred to in Clause 20 above, the Bank shall send information to the Customer, in which it will:
- explain the reasons for the delay;
 - indicate the circumstances that need to be determined to examine the case;
 - specify the expected time for examining and responding to the complaint, which may not exceed 60 days from the date of receiving a complaint not related to payment services provided by the Bank or 35 business days from the date of receiving a complaint related to the rights and obligations arising under the Payment Services Act of 19 August 2011.
- In order for the deadlines referred to in Clauses 20 and 21(c) above to be kept, it is enough for the Bank to send a response before they elapse, and in the case of responses to complaints regarding the rights and obligations arising under the Payment Services Act of 19 August 2011 given in writing, it is enough for the Bank to mail the response at a post office of the designated postal operator within the meaning of Article 3 point 13 of the Postal Law of 23 November 2012 (Journal of Laws 2017, item 1481, and Journal of Laws 2018, items 106, 138 and 650).
22. In the event of a complaint not relating to the rights and obligations arising under the Payment Services Act of 19 August 2011, the Bank may respond to a complaint:
- in paper form to the current mailing address of the Customer;
 - upon the Customer's request - by email to the Customer's Primary E-mail Address communicated to the Bank;
 - via Citibank Online - as a copy of a message sent in parallel to as per points (a) or (b).
23. In the case of a complaint regarding the rights and obligations arising under the Payment Services Act of 19 August 2011, the Bank shall respond to a complaint in paper form or, after agreement with the Customer, by e-mail to the Customer's Primary E-mail Address communicated to the Bank, via Citibank Online - as a copy of a message sent in parallel in paper form or by e-mail.
24. The Bank informs the Customer that:
- the Bank's operations are regulated by the Polish Financial Supervision Authority;
 - The Customer has the right to request the Financial Ombudsman for help;
 - the competent authority in charge of consumer protection is the President of the Office of Competition and Consumer Protection.
25. If claims resulting from a complaint are not granted, the Customer may object against the position communicated in the response by writing to the Customer Relations Team (Zespół ds. Współpracy z Klientami) at Bank Handlowy w Warszawie S.A. at the following address:
Citi Handlowy Zespół ds. Współpracy z Klientami
ul. Golezowska 6
01-260 Warszawa 42
and request the Financial Ombudsman to review the case.
26. Any disputes between the Customer and the Bank may be resolved:
- at the request of the Customer - by the Banking Ombudsman of the Polish Bank Association, in accordance with the Rules of Procedure of the Banking Ombudsman Service (Regulamin Bankowego Arbitrażu Konsumentckiego) (website: <https://zbp.pl/dla-klientow/arbiter-bankowy>). The Banking Ombudsman may only hear disputes between consumers and banks - members of the Polish Bank Association or non-members of the Polish Bank Association, which have filed a declaration of submission to decisions of the Banking Ombudsman and to enforcement of the Ombudsman's judgments, in the case of which the value in dispute is not higher than PLN 12,000. The proceedings are initiated at the consumer's request (including attachments, if necessary), made in writing or electronically. A request to initiate proceedings should contain the consumer's data, including contact details, the name of the bank, the exact description of the request, the underlying reasons and supporting documents, the value in dispute, and the consumer's signature. A request may be filed at the Banking Ombudsman's Office or sent by mail or electronically to the Banking Ombudsman's address. When submitting a request, the consumer must pay a fee of PLN 50 by transfer to the Banking Ombudsman's account. If the value in dispute is less than PLN 50, the fee is PLN 20.
 - at the request of an Individual Customer or a natural person who is an entrepreneur - by the Financial Ombudsman as per the Act of 5 August 2015 on the handling of complaints by financial market operators and on the Financial Ombudsman (website of the Financial Ombudsman: <http://rf.gov.pl/>). The proceedings shall be initiated at the consumer's request. The request together with supporting documentation should be sent to the address of the Financial Ombudsman's Office or via the ePUAP platform. When filing a request, the consumer will need to pay a fee of PLN 50 by wire transfer to the account of the Financial Ombudsman's Office, or may request an exemption.
 - at the request of a Customer - by the Arbitration Court of the Polish Financial Supervision Authority in accordance with the Rules of Procedure of the Court (website: https://www.knf.gov.pl/dla_rynku/sad_polubowny_przy_KNF) The Arbitration Court offers two paths for resolving a dispute: mediation towards a settlement between the parties to the dispute involving a mediator or arbitration proceedings, in which the dispute is resolved through a judgment of the Arbitration Court. In order for mediation to commence both parties to the dispute must agree to it. A consumer will need to pay a fee of PLN 50 for mediation proceedings. As a rule, the Arbitration Court hears cases where the value in dispute is at least PLN 500 and cases involving non-property rights. Simplified arbitration proceedings are conducted in cases where the value in dispute does not exceed PLN 10,000 and all the documents required in such proceedings are delivered electronically. For arbitration proceedings to commence both parties to the dispute must agree to it. A completed agreement form should be sent to the address of the Arbitration Court. If the other party does not consent to arbitration proceedings, such proceedings cannot be conducted. The fee for simplified arbitration proceedings is PLN 150. The arbitration case registration fee is PLN 250 for a value in dispute of up to PLN 50,000, PLN 500 for a value in dispute of up to PLN 100,000, and PLN 1,000 for a value in dispute above PLN 100,000.
 - by a Polish common court with substantive and territorial jurisdiction, as determined pursuant to the Code of Civil Procedure
 - The Customer may resort to out-of-court settlement of a dispute regarding an agreement concluded via the website or through other electronic means by using the ODR platform, which operates in EU countries and is available at: <http://ec.europa.eu/consumers/odr/>.
27. A Customer benefiting from the Concierge Service acknowledges that in order for his/her complaints as described in the "Terms and Conditions of Concierge Services" to be handled, the Bank needs to provide the personal data necessary to process the Customer's complaint to the external vendor of the Concierge Service.

Chapter IX Protection and Scope of Liability

§ 14

- The Customer/Authorized User shall exercise due diligence to protect the Card against loss or destruction and to protect the User Name and the Identification Code against disclosure.
- The Customer/Authorized User shall store the Payment Instrument, Username and PIN, ePIN, CitiPhone PIN, Citi Mobile Token PIN, BLIK Code, CVV2/CVC2, 3D Secure Password with due care and by observing the security rules set out in these Terms and Conditions, e.g. shall not store the Payment Instrument together with the User Name and PIN, ePIN, CitiPhone PIN, Citi Mobile Token PIN, BLIK Code, CVV2/CVC2, 3D Secure Password, shall not write down or record the User Name and PIN, ePIN, CitiPhone PIN, Citi Mobile Token PIN, BLIK Code, CVV2/CVC2, 3D Secure Passwords in any form and on any medium or device, including on paper, on a phone (including the notes app and contact list), other multifunction device or computer.
- The Customer/Authorized User shall:
 - keep the Payment Instrument, User Name, PIN, ePIN, CitiPhone PIN, Citi Mobile Token PIN, BLIK Code, CVV2/CVC2, 3D Secure Password secret and shall not share them with third parties, in particular for the purpose of making a Transaction or placing a Payment Instruction in CitiPhone Telephone Banking Service, in Citibank Online or at a Branch, especially during a telephone call, even if the interlocutor introduces himself/herself as a Bank employee, an official (e.g. Police officer) or a close person;

- b) not install software from received links or during a telephone call regarding the Customer's account or funds held in it, not click on links or attachments sent in e-mails, text messages or instant messengers if the Customer/Authorized User is not certain that they come from a verified sender, and shall not disclose the Payment Instrument, User Name, PIN, ePIN, CitiPhone PIN, Citi Mobile Token PIN, BLIK Code, CVV2/CVC2, 3D Secure Password on websites or applications accessed through links sent by unknown or unverified persons, including websites or applications featuring the Bank's graphic symbols;
- c) not provide the Payment Instrument, User Name, PIN, ePIN, CitiPhone PIN, Citi Mobile Token PIN, BLIK Code, CVV2/CVC2, 3D Secure Password in order to receive a payment in the case of remote Transactions without physically presenting the Card.
4. The Customer/Authorized User shall not make the Mobile Device used to execute Transactions available to third parties. The Customer/Authorized User shall not allow third parties to record their biometric characteristics on the Mobile Device used to execute Transactions using a Biometric Method.
5. The Card 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/Authorized User shall 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) Authorized 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 § 9.1. of the Terms and Conditions, unless the person having the Card blocked instructs the Bank otherwise.
11. Should the previously blocked physical Card be recovered, the Customer/Authorized User shall destroy the Card immediately. The Card should be destroyed so that any further use of it is prevented.
12. 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/Authorized User against unauthorized use of the Card).
13. Subject to Clauses 14 and 15, 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.
14. The Customer will not be held liable for unauthorized Transactions on the terms referred to in Clause 13 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 the 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.
15. 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 Authentication Codes, BLIK Codes or performs Mobile Authentication or Citibank Online Authentication.
16. 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 the relevant report, except where the Bank has good 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. If an unauthorized payment transaction has been initiated through a Third Party Provider, the Bank shall immediately, but no later than the end of the business day following the date on which the unauthorized payment transaction debited to the Card Account was identified or following the day when it received the relevant report, restore the Card Account balance that would have existed if the unauthorized payment transaction had not occurred.
17. After making the report under Clause 15 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.
18. 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 Payment Services Act. 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.
19. Where Strong Authentication is not required by the Bank, the Customer shall not be liable for unauthorized payment transactions, unless the Customer acted intentionally.
20. If the Bank has made, as per Clause 16 above, the refund of the amount of a Transaction identified or reported as an unauthorized payment transaction or has restored the Card Account balance that would have existed if such a transaction had not taken place, the Bank may debit the Card Account with an amount constituting the equivalent of the amount refunded to the Customer or the relevant portion thereof, if as a result of further enquiry as per § 13.18.-§ 13.23 of the Terms and Conditions, the Bank:
 - a) confirms that the Customer Authorized the Transaction, or
 - b) the Bank has good and duly documented reasons to suspect a fraud on the Customer's part, and the Bank has notified law enforcement authorities of the same in writing; or
 - c) confirms that the Customer reported the unauthorized payment transaction to the Bank after the lapse of 13 months from the date when the Card Account had been debited, or
 - d) confirms that the Customer is liable for an unauthorized Payment Transaction up to the Polish currency equivalent of EUR 50, in accordance with Clause 13 above, or
 - e) confirms that the Customer caused the unauthorized Payment Transaction intentionally or as a result of willful or grossly negligent violation of at least one of the obligations provided for in § 14.1.-§ 14.4. of the Terms and Conditions, § 17.27. of the Terms and Conditions or point 44 of the "Citi Mobile Application" Rules.

The Bank may debit the Card Account if at least one of the circumstances indicated in points (a)-(e) above applies.
21. Having completed an enquiry if at least one of the circumstances indicated in Clause 20(a)-(e) above applies, the Bank, along with giving a negative response to the complaint, will request the Customer to return the amount transferred to the Customer under Clause 16 above, within the time-limit specified in the request, no less than 14 days. If the amount is not returned within the time-limit specified in the request, the Bank may debit the Card Account as per Clause 20 above after the lapse of the time-limit to no effect.
22. In cases other than stated in Clause 20 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.

23. If the Bank has not provided the Customer with appropriate means of prompt reporting at all times of a loss, theft, misappropriation or unauthorized use of the Card or other Payment Instrument or unauthorized access to the Card or other Payment Instrument, the Customer shall not be liable for unauthorized Transactions, unless the Customer has intentionally caused an unauthorized Transaction.

§ 15

1. The Bank has the right to block a Payment Instrument:
 - a) On objective reasonable grounds linked to the security 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 Authentication 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 a Virtual Card, after three failed attempts to use the Card by providing an Authentication Code. The blockade is temporary and in effect until the Card is unblocked by the Customer. In such a 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 the CitiPhone Telephone Banking Service - after three failed attempts to use the Payment Instrument by providing an Identification Code. The blockade is temporary and in effect until a new Identification Code for the CitiPhone Telephone Banking Service is provided; or
 - g) in the case of Citibank Online - after three failed attempts to use the Payment Instrument by providing an Authentication 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 Transaction Authentication requests. The blockade is temporary and applies only to Transactions made over the Internet using 3D Secure Authentication and lasts until the Customer/Authorized User reassigns an ePIN. In such a case, it is still possible to make Payment Instructions that do not require an 3D Secure Authentication or
 - i) in the cases provided for by applicable laws, according to the procedure and rules set forth in the Anti-Money Laundering and Countering the Financing of Terrorism Act of 1 March 2018.
2. If the Card is blocked or cancelled, it is not possible to make BLIK Transactions.
3. The Bank shall notify the Customer/Authorized 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 shall not notify the Customer that the Card or Citibank Online has been blocked if providing such information is unreasonable due to security considerations or prohibited under specific regulations.
4. The Bank shall unblock the Card or replace the Card if the reason of blocking has ceased to exist.

Chapter X Communication with the Customer

§ 16

1. The Bank informs the Customer that:
 - a) it will contact the Customer/Authorized 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 performance of the Agreement, in situations involving problems with execution of the Customer's/Authorized User's instructions, with security of the Customer's funds, or in the complaint handling process;
 - b) communication with the Customer via SMS messages, including under the CitiAlerts service, is effected in cooperation with a telecommunications company;
 - c) telephone calls with the Bank are recorded using electronic storage media, and may be used as evidence;
 - d) granting third parties access to the mobile phone or the e-mail address to which short text messages (SMS) or e-mail messages are sent may enable these parties to come in possession of information subject to banking secrecy or to make declarations on behalf of and for the Customer.
2. The Customer/Authorized User undertakes to secure the access to the mobile phone or the electronic mail (e-mail) indicated to the Bank for communication purposes. The Primary Electronic Mail Address or Primary Mobile Phone Number registered with the Bank should be used solely by the Customer/Authorized User, as appropriate.
3. The Customer shall forthwith notify the Bank each time of any changes in their Personal Data, changes of phone numbers and addresses, including electronic mail addresses, as well as of the change of their source of income and a material deterioration of the Client's financial standing.
4. The Authorized User and the Customer shall 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 Clause 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 provides Customers/Authorized 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. Any tollable call to a Consultant shall activate the CitiPhone Telephone Banking Service and thereby the charging of the fee for using the CitiPhone Telephone Banking Service by the Customer. If there are problems with Citibank Online and in the cases specified in the Terms and Conditions, the blocking of the Card shall be free of charge and shall not activate the fee for using the CitiPhone Telephone Banking Service.
2. The Customer may opt out of and reactivate the CitiPhone Telephone Banking Service at all times.
3. In order to be able to use the CitiPhone Telephone Banking Service, the Customer/Authorized User must have a touch-tone telephone set and establish connection with the relevant number specified by the Bank.
4. The Customer/Authorized User assigns and changes their CitiPhone PIN via the CitiPhone Telephone Banking Service. 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 Customers/Authorized Users with 24/7 access to Citibank Online. Citibank Online will be activated upon issuance of the Payment Card (Card). Any references in these Terms and Conditions to Citibank Online refer to Citi Mobile, unless otherwise stated.
6. By means of the CitiPhone Telephone Banking Service, Citibank Online, the Customer/Authorized User may in particular:
 - a) obtain information about the balance and transactions in the Card Account,
 - b) make 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 outstanding balance,
 - b) check the limit of funds available on the Credit Card,
 - c) check the 10 most recent Transactions on the Credit Card,
 - d) repay the outstanding balance 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/Authorized User may not communicate illegal content using the Citibank Online or the CitiPhone Telephone Banking Service or use these services in a manner contrary to their 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 the risk of unauthorized access to the transmitted data in the case of their acquisition, altering the content of transmitted data, loss of confidential nature of such data, or delays in the delivery of such data, as a result of a failure of transmission systems or their inefficiency as well as other negative effects beyond the Bank's control.
10. The Bank shall provide the Customer with access to Citibank Online and Citi Mobile. Any planned service work related to the maintenance and development of Citibank Online and Citi Mobile shall be communicated in advance on the respective websites with the day and time of the planned unavailability specified. In the event of a failure, the Bank undertakes to remove any interruption to use of the online channels as soon as possible.
11. In exceptional cases affecting the security or stability of the system used, the Bank will have the right to carry out maintenance work that may hinder or disable the Customer from using Citibank Online during the period when they are carried out. The dates of the work and its estimated duration shall be published in due advance at www.citihandlowy.pl or at other websites of the Bank prior to the commencement of such work.
12. In the case of Citibank Online downtime or maintenance work, the Customer may learn the correct Outstanding Balance via the CitiPhone Telephone Banking Service or at a Bank Branch. In the case of Citibank Online downtime or maintenance work, the use of the CitiPhone Telephone Banking Service shall be free of charge.
13. 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. Google Chrome, Mozilla Firefox;
 - b) enabled cookies and javascript;
 - 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) the http (80) and https (443) ports open.
14. 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 on electronic identification of the Customer/Authorized User and on how the Customer/Authorized User is to act when using access to the Card Account via Citibank Online.
15. The Customer/Authorized User shall keep confidential all information the disclosure of which may render the mechanisms ensuring security of operations ordered via the CitiPhone Telephone Banking Service and Citibank Online ineffective, in particular the Identification Code.
16. If the Customer/Authorized User discloses the information referred to in Clause 15 above to third parties and if such third parties execute any operations via Citibank Online, the said operations shall be charged solely to the Customer, subject to § 14 above.
17. The Customer/Authorized User undertakes to use the 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/Authorized User after the lapse of a period specified by the Bank following the Customer's last activity. The maximum Customer session idle timeout is five minutes. The Customer/Authorized User can reconnect to Citibank Online or Citi Mobile after repeated Authentication or Strong Authentication.
18. The Bank affirms that it will provide the Customer/Authorized User with computer programs and files necessary for the purpose of using Citibank Online.
19. 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.online.citibank.pl/bezpieczenstwo.html>) or contact the Bank via CitiPhone.
20. The Customer/Authorized User undertakes to log in and make instructions via Citibank Online only in person. When logging in to Citibank Online, the Customer should use equipment protected with a firewall that helps protect the computer against online attacks.
21. 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) an operating system; and
 - c) a web browser.
22. The Citi Mobile Application should be downloaded only from authorized Google Play and AppStore app stores.
23. The Customer/Authorized User should not open or reply to e-mails in which they are asked to provide personal data or Identification Codes. Such cases should be reported to the Bank.
24. The Customer/Authorized User should not open suspicious links or attachments of unknown origin received in e-mail, SMS, MMS, and push messages.
25. Neither the Bank nor its employees will ask for:
 - a) Identification Codes;
 - b) the CVC2 number placed on the Credit Card;
 - c) Authentication Codes;
 - d) BLIK Codes.
26. When logging in to Citibank Online or Citi Mobile, the Customer/Authorized User will not be asked by the Bank to provide the telephone type, telephone number and will not be requested to install software or certificate on their phones or other devices.
27. The Customer shall:
 - a) use the Payment Instrument in accordance with these Terms and Conditions,
 - b) store the Payment Instrument and Mobile Device with due care and in keeping with the security principles provided for in these Terms and Conditions,
 - c) install applications from authorized online application stores, such as Google Play and AppStore,
 - d) log in and place instructions via the Payment Instrument only in person,
 - e) not keep the Payment Instrument together with the PIN, CitiPhone PIN, Contactless Medium PIN, Citi Mobile Token PIN, ePIN,
 - f) not write down or save the PIN, CitiPhone PIN, Contactless Medium PIN, Citi Mobile Token PIN, ePIN, codes generated using Citi Mobile Token in any form or on any medium or device, including paper, telephone (including the notes app and contact list), another multifunction device or computer,
 - g) not make the Payment Instrument, Mobile Device, User Name, PIN, ePIN, CitiPhone PIN, Citi Mobile Token PIN, BLIK Code, CVV2/CVC2, 3D Secure Password available to unauthorized persons, third parties, including close persons, Bank employees or persons who introduce themselves as Bank employees, close relatives or state officials (e.g. Police officers),
 - h) not use applications or programs enabling remote access to the device (so-called remote desktop) where the Citi Mobile application is installed while simultaneously using Citi Mobile,
 - i) not use applications or programs enabling remote access to the device (so-called remote desktop) while logging in to the Citibank Online electronic banking service via a web browser installed on a mobile device or on a computer,
 - j) keep the PIN, CitiPhone PIN, Contactless Medium PIN, Citi Mobile Token PIN, ePIN secret and not disclose it to third parties, especially during a telephone call, even if the interlocutor introduces himself/herself as a Bank employee, an official (e.g. Police officer) or a close person,
 - k) not install software from received links or during a telephone call, not click on links or attachments sent in e-mails, text messages or instant messengers if the Customer/Authorized User is not certain that they come from a verified sender, and not disclose the PIN, CitiPhone PIN, PIN Contactless Medium, Citi Mobile Token PIN, ePIN, Citicard PIN, Credit Card PIN on websites or applications accessed through links sent by unknown or unverified persons, including websites or applications featuring the Bank's graphic symbols,
 - l) read carefully any communications and messages warning against fraud and risks to the security of payment services, issued and sent by the Office of Competition and Consumer Protection (on <https://uokik.gov.pl/>), by the Polish Financial Supervision Authority (on <https://www.knf.gov.pl/>), and by the Bank on the Bank's website (<https://www.citibank.pl/uslugi-online/bezpieczenstwo/>), via Citi Mobile,

- Citibank Online, or via the CitiPhone Telephone Banking Service, and shall contact the Bank in case of any doubts or problems with understanding specific communications or messages,
- m) read carefully any messages received from the Bank via Citibank Online, Citi Mobile, SMS messages and e-mail in order to understand the nature of instructions made to the Bank or the nature of requested Transactions, as well as report to the Bank any irregularities noticed by the Customer in this respect,
 - n) use non-obvious combinations of characters when assigning a PIN, ePIN, CitiPhone PIN, Citi Mobile Token PIN, BLIK Code, CVV2/CVC2, 3D Secure Password (the use of character strings such as: 1111, 0000, 1234, 4321 is prohibited), in which connection the Bank shall inform the Customer that a given combination is not accepted when the latter is attempting to assign it; additionally, such combinations cannot refer to the Customer's date of birth, PESEL number, identity document numbers, telephone number, or other personal information of the Customer.
 - o) periodically update the PIN, ePIN, CitiPhone PIN, Citi Mobile Token PIN, BLIK Code, CVV2/CVC2, and 3D Secure Password.
28. The Bank shall publish updates on the security procedures relevant to the Customer in respect of the provision of payment services by the Bank, principles of correct and secure use of Citibank Online and Citi Mobile and online payment services, as well as warnings against major threats related to the use of e-banking or mobile banking services, or security incidents by means of Citibank Online messages available after logging in, and on the website indicated in Clause 38. 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 e-mail Address. The Bank shall notify 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 the communication channels referred to in Clause 34 below.
 29. 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 have the Payment Instrument blocked in the CitiPhone telephone banking service at (+48) 22 692 24 84 or at a Branch. The report referred to in this Clause 29 is free of charge.
 30. 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.
 31. The Bank shall apply measures to secure the Bank's payment services against operational risks and security risk. Security risks 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. For instance, such security risks may stem from cyberattacks or inadequate physical security.
 32. 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 shall:
 - a) notify the Customers who use the Bank's payment services of the incident without undue delay; and
 - b) inform the Customer about available measures that may be taken to mitigate the negative effects of the incident and, insofar as feasible, shall take actions to mitigate the negative effects of the incident.
 33. An incident as referred to above means any unexpected event or series of events having an adverse effect on the integrity, availability, confidentiality, authenticity or continuity of payment services provided by the Bank or causing significant likelihood that there will be such an effect.
 34. 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) the Bank's website (www.citihandlowy.pl).
 35. The Bank may also use other communication channels in order to ensure effective communication with the Customer.
 36. The Bank shall inform the Customer about unsuccessful attempts to access the Card Account or about attempts or unsuccessful attempts to make a payment transaction via Citibank Online or the SMS Notification service.
 37. The Customer may lodge a complaint about the security of payment services provided by the Bank.
 38. The Bank shall inform the Customer on an ongoing basis about security procedures relevant to the Customer in the context of the payment services provided by the Bank. Information on safety procedures is available at: <https://www.citibank.pl/polish/services/Bezpieczenstwo.htm>
 39. The Customer shall act in compliance with recommendations and information provided by the Bank with regard to the use of security measures as per this § 17. In particular, the Customer should become acquainted with and comply with the Bank's warnings regarding cybersecurity.

§ 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 accepts cookies, some functionalities on the Bank's websites will not be available.
2. The following types of Cookies are used by the Bank's online services:
 - a) persistent Cookies - they are recorded on the device used by the End User, even after leaving the website. They store and remember information about the User's preferences, e.g. the user name (login) when the transaction service system is logged in to. This means that this field will be pre-filled each time the service is accessed. 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 maintain exchange of information between the Bank's server and the web browser, and ensure that Citibank Online, Bank's website, and Citi Mobile contents are displayed correctly and that the functionalities of these services can be used. 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, they are not Personal Data allowing the User to be identified as a Bank Customer. The purpose of collecting and processing such 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. Such cookies are not used in Citibank Online and Citi Mobile services.
3. The management of cookies may be modified at any time 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 Authentication 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/Authorized Users to make BLIK Transactions in Citi Mobile.
2. Receiving funds through a BLIK Phone-to-Phone Instant Transfer is possible without activating the Card. Performing BLIK Transactions is not possible for a Card that has not been activated.

3. Before the first BLIK Transaction is made, the Bank shall automatically set the Personal Account with the higher balance of available funds or, if there is no Personal Account, the Customer's Card Account with the highest amount of available funds. The Customer may change the account set by the Bank and select another account available from the Bank, including the Card Account, as the one to be debited with the amounts of Transactions to be made.
4. A BLIK Payment may be made provided that BLIK Payments are supported by the point-of-sale (POS) terminal or by the Online Payments Operator selected by the Customer/Authorized User. A BLIK Cash Withdrawal may be made provided that BLIK Cash Withdrawal is supported by the ATM. A BLIK Phone-to-Phone Instant Transfer may be made if the BLIK Phone-to-Phone Instant Transfer service is supported by the recipient's provider.
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/Authorized User at any time. A BLIK Code expires upon the lapse of the BLIK Code validity time or upon the correct Authentication of the BLIK Transaction for which the BLIK Code has been generated. After a BLIK Code has expired, the Customer can generate a new Code. Generating a BLIK Code requires enabling the Citi Mobile Token service.
6. All BLIK Transactions shall be 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-to-Phone Instant Transfer, the Customer/Authorized User must agree for Citi Mobile to access the address book on the Mobile Device. If the Customer does not consent for Citi Mobile to access the address book, the Customer will need to enter the mobile phone number of the BLIK Phone-to-Phone Instant Transfer recipient on their own.
2. In order to make a BLIK Phone-to-Phone Instant Transfer, it is necessary for the Customer/Authorized User to log in to Citi Mobile and provide the Recipient's cell phone number, the amount of Domestic Transfer Order in PLN or of Internal Transfer Order in PLN, and the recipient's full name. A BLIK Phone-to-Phone Instant Transfer is available provided that the Recipient's bank account is linked in the BLIK System with the Recipient's mobile phone number entered by the Customer/Authorized User.
3. A BLIK Phone-to-Phone Instant Transfer is a Special Transaction subject to repayment, interest, and fees or commissions as per the Terms and Conditions and the Table of Fees and Commissions for Cash Transactions.
4. The Recipient's mobile phone number may be linked with only one BLIK account number, which is identified on the basis of the phone number.
5. If a BLIK Phone-to-Phone Instant Transfer is denied, the Bank notifies the Customer/Authorized User of the denial via Citi Mobile or by sending a text message to the Primary Mobile Phone Number.
6. The Customer may register their Card Account as the target account for BLIK Phone-to-Phone Instant Transfers ordered by third parties. For this purpose, it is necessary for the Customer/Authorized User to register via Citi Mobile in the BLIK Database and indicate the Card Account for receipt of funds.
7. The Customer/Authorized User may disable the functionality of receiving BLIK Phone-to-Phone Instant Transfers or change the designated account. For this purpose, the Customer/Authorized User should submit a request for deregistration from the BLIK Database in Citi Mobile. Receiving BLIK Phone-to-Phone Instant Transfers again requires re-registration with the BLIK Database.

Chapter XIII CitiAlerts Service

§ 21

1. The Customer may use the CitiAlerts service. CitiAlerts are a service whereby the Customer is sent SMS messages through 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 push notifications, which contain information given by the Customer upon the activation of the CitiAlerts service or modification of the settings thereof, including information about:
 - a) the Card Account balance; or
 - b) details of repayments of the Outstanding Balance.
2. CitiAlerts may be enabled or disabled, or the service settings modified, which includes an option for indicating the account to be debited with the service fee, in Citibank Online (excluding Citi Mobile) after logging in, or at Branches.
3. Depending on the type of the information transmitted, messages are sent on a daily basis or promptly after the Bank receives information about the execution of a transaction with the Primary Card.
4. Messages generated on a daily basis shall be sent on Business Days from Tuesday through Saturday (excluding days immediately following holidays). A message shall be sent not later than on the second Business Day after the operation that triggered the message.
5. Messages generated promptly 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 Primary Card holders.
7. The fees charged for 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 fees for the SMS Notification service.
8. The fees referred to in Clause 7 shall be charged on the first Business Day of a month for the preceding month. The fee shall debit the account designated by the Customer for debiting upon the activation of CitiAlerts or modification of the service settings.
9. The Customer may opt out of the CitiAlerts service at any time, in which case, however, the fee due for the current calendar month shall be charged as per Clause 8.
10. The Bank shall 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 from 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 the Customer has changed them);
 - 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 after logging in to Citibank Online (excluding Citi Mobile) or at Branches. If the Customer fails to perform the change referred to above by the Card closing date, the service shall be deactivated. The Customer may, at any time, reactivate the service and indicate an account to be debited after logging in to Citibank Online (excluding Citi Mobile) or at Bank Branches.
12. SMS Notification under CitiAlerts is subject to a fee. The fees charged by the Bank for using CitiAlerts SMS Notifications are provided in the TFC. In all other respects, the SMS Notification service is provided free of charge.

Chapter XIV Voluntary Insurance Attached 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 for them to use optional insurance products attached to the Card.
2. The detailed terms and conditions of insurance coverage for the 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. Since 1 April 2015 on, the Customer may sign an insurance contract with an insurance institution through the Bank, which acts as an insurance agent pursuant to an agency agreement signed between the Bank and the insurance institution for products currently offered to Card holders.

Chapter XV 'Comfort' Installment Payment Plan

§ 23

1. The Bank may offer the Customer or the Customer may request to benefit from a 'Comfort' Installment Payment Plan as part of the Loan to Card, Installment Transfer, CityPayLite and Balance in Installments services.
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 shall be repaid successively by the Minimum Repayment Amount payment dates.
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 use is made of a variable interest rate based on the equivalent of the maximum interest rate determined in accordance with applicable laws or on the Lombard rate of the National Bank of Poland, the provisions of § 12.1-§ 12.6 shall apply.
4. The Customer will have the right to place an instruction to change the number of installments. The modified number of installments shall be established depending on the Outstanding Balance covered by the Plan.
5. The Customer will indicate a specific Transaction(s) or an amount of the Balance in Installments 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 Cashless Transactions that are posted on an on-going basis in the Card Account into installments, by indicating the minimum amount of Transactions subject to such splitting as well as the number of installments.
7. In the case of an overpayment on the Card, Cashless Transactions shall not be automatically split into installments, but instead only any Cashless Transaction following the full settlement of the overpayment shall be automatically spread into installments.
8. The Bank will have the right to suspend the automatic splitting of Cashless 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 agree with the Bank to benefit from the Plan by concluding an Understanding:
 - a) by phone,
 - b) in writing,
 - c) via Citibank Online,
 - d) via Citi Mobile,
 - e) by accepting an offer sent through a push message, which is available to Customers using Citi Mobile, except that 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 shall 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, and the last installment, which shall settle the outstanding amount. The Bank shall notify 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 Clause 3 above, the installment amount will change in the case of an interest rate change. The Bank shall notify the Customer, in the forthcoming Statement, about the changed interest rate under the Plan and the amounts of outstanding installments.
12. Opting for the Plan shall not prejudice 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 shall accrue from the Plan opening date to the forthcoming Statement date. The opening of a Plan shall be effected through:
 - a) the placement by the Customer of an instruction to split the Transaction or specific amount up to the Balance in Installments amount into installments,
 - b) the execution of an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN as part of a Loan to Card or Installment Transfer.
14. If the Customer takes advantage of automatic splitting of transactions into installments, as referred to in Clause 6 above, the Bank shall inform the Customer in the forthcoming Statement or in the 'Comfort' Installment Payment Plan Schedule about the amount of installment applicable to each of the Cashless Transactions covered by the Plan on the terms set out in Clause 5 above, about the interest rate, and about the number of such installments.
15. Plan installments shall be treated as Cashless Transactions from the moment of their posting in the Card Account (which takes place on the Statement date), thereby increasing the Outstanding Balance Shown in the Statement, and shall be subject to repayment and interest as per § 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-§ 12.6.
17. The use of a Plan does not change the amount of the Credit Limit, subject to § 10.4.
18. In the case of opting out of or early repayment of the 'Comfort' Installment Payment Plan, the Customer shall pay interest calculated on the basis of the interest rates applicable to the Plan concerned, and due for the period from the opening of the Plan until the optout or early repayment date. If funds are deposited for the purpose of such optout or early repayment while the Card continues to show an Outstanding Balance, the Customer shall notify the Bank via Citibank Online or over the phone of the purpose of such repayment and of the change in its settlement option as set forth in § 7.57.
19. From the day of optout of the Plan or the day following the expiry of the notice period referred to in § 24.1 and § 24.2 of these Terms and Conditions, the principal under the Plan shall bear interest in accordance with § 12.1-§ 12.6.
20. If the Customer fails to repay the full Minimum Repayment Amounts by the due dates shown in the Statement for a minimum of 4 settlement periods, the Plan shall be closed and the principal under the Plan shall be settled in accordance with Clause 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. If the Agreement is terminated as per § 24.1 and § 24.2 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 shall be closed. Starting from the day of closing the Plan, the principal amount outstanding under the Plan shall be charged up against the card balance and shall accrue the interest applicable to the credit card in accordance with § 12.1-§ 12.6.
22. An Authorized 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's 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 the authenticity of the notice, the Bank reserves the right to confirm the same by telephone;
 - c) a notice of termination filed via the CitiPhone Telephone Banking Service, subject to 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's notice effective as at the end of a calendar month, provided on a durable medium, on the proviso that 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 Countering the Financing of Terrorism 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 the provision of payment services and of the CitiPhone Telephone Banking Service and Citibank Online specified in § 17 above by the Bank.
4. The termination or non-renewal of the Agreement shall trigger the expiration of any additional services upon the lapse of the notice period and shall result 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 shall 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 the 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 shall designate a bank account for the Bank to credit 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-business day, the period of notice shall be extended and shall expire 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 shall disclose the Customers' Personal Data to:
 - a) the Banking Register System kept by the Polish Bank Association with 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 financial institutions which are 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 a given liability if 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) credit bureaus - with regard to liabilities arising under agreements made with the Bank:
 - if their total value exceeds PLN 200, they have been payable due for at least 30 days;
 - at least one month has elapsed since the Bank sent a request for payment with a warning about the intention to disclose the Customer's data to a bureau, specifying the registered name and address of the bureau, to the Customer by registered mail or delivered it to the Customer in person, to the delivery address indicated by the Customer, and if the Customer has not indicated such an address - to the address of the Customer's place of residence or to the address for electronic delivery entered in the electronic address database;
 - 6 years have not elapsed from the liability due date, and for claims established by a final decision of a court or other authority competent to resolve particular types of cases or by a decision of an arbitration court, and for claims determined through a court settlement or an arbitration court settlement or a settlement facilitated by a mediator and approved by a court - 6 years have not lapsed from the claim determination date;
 - c) entities referred to in Article 6a-6d of the Banking Law Act, including those to which the Bank outsources debt collection.
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 by 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 Citigroup data processing centers (the full names and addresses of such entities are available on www.citihandlowy.pl), of which the Bank is a member, for the purpose of performance of the agreement concluded by the Bank. The Bank ensures protection of any data entrusted to those entities as regards the protection of personal data and bank secrecy.

§ 26

1. During the term of the Agreement, the Customer shall 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 withdrawn in cash, may be withdrawn only at the Bank in the territory of the Republic of Poland and any 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/Authorized 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-execution or undue execution of the corresponding 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 unauthorized, non-executed or unduly executed Transactions the Customer has identified, in the way specified in the Terms and Conditions;
 - b) such non-execution or undue execution of the Transaction is caused by an instance of force majeure or results from other laws or regulations;
 - c) the Recipient's account has been credited in accordance with the Unique Identifier provided to the Bank by the Customer/Authorized User.
2. If the Bank is liable under Clause 1 above, it shall promptly restore the debited Card Account to the balance that would have existed if the non-execution or undue execution 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 a Payment Instruction is submitted by the Customer/Authorized 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 Recipient's Payment Services Provider was credited within the time limits specified in § 7.1, the Recipient's Payment Services Provider shall be liable towards the Recipient for the non-execution or undue execution of the Transaction. If the Recipient's provider 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 a payment account, it will credit the recipient's payment account with the 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 with which the amount would have been credited if the transaction had been made in a timely manner. If a payment transaction is executed with a delay, the Recipient's payment services provider will ensure - on request of the payer's payment services provider acting for the payer - that the value date of crediting the Recipient's payment account is no later than the value date with which the amount would have been credited if the transaction had been executed correctly.
5. If the Transaction is initiated by or through the Customer as the Recipient, the Bank - as the Recipient's provider - 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 as referred to in Clause 1(a)-(c) above. If the Bank is liable under this clause, it shall promptly place another Payment Instruction to the Payer's provider. If the Bank transfers a Payment Instruction with a delay, the Card Account shall be credited with the amount of the Payment Instruction with a value date no later than

- the value date with which the Card Account would have been credited with the amount if the Transaction had been executed correctly. The Payer's provider will inform the Bank that a Payment Instruction has been transferred with a delay.
6. Except as provided for in Clause 1(a)-(c) above, the Bank is liable to the Customer - as the Recipient - for non-execution or undue execution of a payment transaction if the Bank defaults on its obligation for a cash deposit made into the Card Account at the Bank in the Card Account currency to be made available on the Card Account promptly after receipt of the deposited funds, but no later than on the same Business Day, and for such a deposit to be assigned the value date upon the depositing operation, if the deposit 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 with 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 shall make the amount of Transaction available to the Customer as soon as the Card Account has been credited with the amount. The Card Account shall be credited with the amount of Transaction made available to the Customer as per the previous sentence with a value date no later than the value date with which the Card Account would have been credited if the Transaction had been duly executed by the Bank.
 7. In the case of non-executed or unduly 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) shall 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 unduly 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 with which the Card Account would have been credited if the payment transaction had been executed correctly.
 8. If a Transaction initiated by the Customer/Authorized User or initiated by or through the Recipient is not executed or is unduly executed, excluding any Transaction initiated by the Customer/Authorized User, for which the Unique Identifier provided by the Customer was incorrect, the Bank, irrespective of its liability under the above provisions, shall promptly initiate any steps, on request of the Customer, to track the Transaction and shall notify the Customer of the results of the tracking, such steps being free of charge for the Customer. In the case 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 Transaction executed with the use of such 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 charge a fee to the Customer as per the Table of Fees and Commissions.
 9. 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 has been already executed if:
 - a) the amount of Transaction was not determined precisely when it was being authorized; and
 - b) the amount of 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 relevant circumstances.
 10. The Customer will be obliged to present any factual circumstances indicating that the conditions referred to in Clause 9 above are met.
 11. The Customer will not be entitled to a refund of the amount of an authorized Transaction initiated by the Recipient if:
 - a) the Customer/Authorized 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 instruction or was being made available to the Customer by the Bank or the Recipient, in an agreed manner, for a period of at least 4 weeks before the date of execution of the instruction.
 12. The Customer may request a refund as referred to in Clause 9 within 8 weeks from the date on which the Card Account was debited.
 13. 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) an 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 supervising or linked to the banking sector relevant to the mutual rights and obligations of the parties to the Agreement.
 - b) a change in the scope or form of provision of services to which 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 shall expire on the day preceding the effective date of such proposed amendments. Unless the Customer terminates the Agreement or makes an objection as referred to above, 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, which shall also mean any forms 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 the telephone messages implementing such amendments and to receive copies thereof.
6. These Terms and Conditions are issued by the Bank in accordance with Article 109 of the Banking Law 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 an Understanding be made in English. The Polish law shall be the governing law that constitutes the basis for the relationships between the Bank and the Customer before the conclusion of the Agreement and the law governing the conclusion and performance of the Agreement.
2. As long as the Agreement is in force, the Customer will be entitled to request, at any time, for 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 shall 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 shall take effect on and shall be binding as from 1 July 2024.