

GENERAL TERMS AND CONDITIONS FOR COOPERATION WITH CORPORATE CLIENTS ("Terms and Conditions")

These Terms and Conditions contain detailed rules for the provision of services by Bank Handlowy w Warszawie S.A. ("Bank") concerning maintenance of Accounts for Corporate Clients who have concluded a Bank Account Agreement ("Agreement") with the Bank. The Agreement and the Terms and Conditions are governed by Polish law.

The Terms and Conditions set out the rules related to the provision of payment services by the Bank. The application of the following Articles of the Payment Services Act is excluded in their entirety: Article 17-32, Article 34, Article 35-37, Article 40 items 3 and 4, Article 45, Article 46 items 2-5, Article 47-48, Article 144-146, and, for the avoidance of doubt, Article 44 item 2 and Article 51 of the Payment Services Act apply to payment services provided by the Bank.

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1. CHAPTER GENERAL PROVISIONS AND DEFINITIONS

Unless stipulated otherwise, the following terms used in these Terms and Conditions will be construed as follows:

- 1.1. Address for electronic service of process - the electronic address of the Bank that utilizes a public service of registered electronic service of process or a qualified service of registered service of process. It enables the unambiguous identification of the sender or recipient of data transmitted via those services. Electronic service of process address of the Bank: AE:PL-51087-16873-WFBWS-31.
- 1.2. Correspondence Address - the address of the Account Holder dedicated to contacts with the Bank in connection with the performance of the Agreement, as specified by the Account Holder in the Agreement or subsequently amended, used, inter alia, for correspondence containing notifications and statements provided by the Bank;
- 1.3. Merchant - an entrepreneur accepting a payment or enabling a cash withdrawal to be effected using a Debit Card;
- 1.4. Interactive Voice Responder - a free-of-charge function of CitiPhone that enables the user to receive information and to execute, independently, without a Relationship Manager's involvement, part of Debit Card operations with the use of Debit Card number along with CitiPhone PIN and Authentication Code or with the use of CitiPhone PIN only if the Account Holder or Representative has an active Incoming Call Identification Service.
- 1.5. Authorization - consent of the Account Holder or Representative or Authorized Representative to execute a payment order, preceded by Authentication or Strong Authentication, expressed as provided for in the Terms and Conditions;
- 1.6. Bank - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
- 1.7. CitiAlerts - a service of sending short text messages (SMS) and/or electronic messages (email messages) related to selected products offered by the Bank;
- 1.8. Citibank Online - the Citibank Online Electronic Banking Service which is an access channel to information on Accounts, including on funds on Accounts, and which contains functionalities to submit Instructions, including Instructions filed under the Agreement, online;
- 1.9. Citi Mobile - a part of the Citibank Online Electronic Banking Service; the Citi Mobile Mobile Banking Service is an access channel to information on Accounts, including on funds on Accounts, which makes it possible, among other things, to submit Instructions online under a bank account agreement for individual clients of the Bank using a mobile phone, tablet or other devices having similar functionalities (this service is only available to an Account Holder which is a natural person who uses the joint service of the Account and a Personal Account);
- 1.10. CitiPhone - the CitiPhone Telephone Banking Service constituting a channel of access to the Account via a phone, enabling the execution of Cashless Transactions and other Instructions. The CitiPhone contact details are available on the Bank's Website;
- 1.11. CitiPhone PIN - a confidential, six-digit identification number, used to verify the Representative's identity and to submit Instructions via CitiPhone;
- 1.12. Cookies - files which store information or are used for gaining access to information already stored in a telecommunication end device in connection with the use of Citibank Online.
- 1.13. CVC2 - a three-digit number placed on the Debit Card used to ascertain the Debit Card's authenticity during execution of transactions without the Debit Card's physical use, in particular for the purpose of Authentication and to carry out online transactions;
- 1.14. Personal Data - means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; any information that identifies the Account Holder, a Representative and Authorized Representative, processed by the Bank in an IT system or on printed carriers;

- 1.15. Third Party Provider – any provider of payment services other than the Bank which provides one or more of the following services in accordance with the Payment Services Act:
- Initiating **Transactions**, i.e. where such a provider initiates a payment order from the Account upon a request of the Account Holder or Representative;
 - Providing access to information on the Account, i.e. where such provider delivers, online, consolidated information on the Account or Accounts maintained by the Bank or payment accounts maintained by providers other than the Bank or
 - Issuing payment instruments which are based on a payment card, i.e. where such provider issues card-based payment instruments in order to enable **the User to carry out Transactions**;
- 1.16. Instruction – a declaration of intent of the Account Holder, including one submitted by an Authorized Representative or a Representative, related to the Account and funds on the Account, and in particular a payment order within the meaning of the Payment Services Act or an order to execute a bank payment settlement within the meaning of the Banking Act;
- 1.17. Business Day – a day on which the Bank is open for business covered by these Terms and Conditions and the Agreement, other than Saturday or a statutory holiday;
- 1.18. ePIN – the personal, confidential Identification Code of a Representative used in the 3D Secure Authentication procedure enabling a cashless Transaction to be made online without the physical use of a Debit Card;
- 1.19. Express Elixir – a service which makes it possible to submit a payment order to transfer PLN funds to the bank account of a Recipient maintained by an institution which provides such service; the current list of institutions which execute funds transfers under the Express Elixir service is available on the Bank’s Website, at the Bank’s Branches, via CitiPhone and on the website of the service operator, i.e. Krajowa Izba Rozliczeniowa (National Clearing House) (www.expreselixir.pl);
- 1.20. Primary Electronic Mail Address/Primary Email Address – the main email address indicated by the Account Holder for contacts with the Bank in connection with performance of the Agreement, used, inter alia, for dispatch of notifications of issuance of electronic Statements in Citibank Online and for provision of additional services, including CitiAlerts;
- 1.21. **Primary Mobile Telephone Number – the main mobile telephone number indicated by the Account Holder for contacts with the Bank in connection with performance of the Agreement, used for provision of services under the Agreement and for provision of additional services, including CitiAlerts, Authentication Code;**
- 1.22. 3D-Secure Password – a one-time password sent in a text (SMS) message to the mobile telephone number designated by the Representative in the Representative’s Card used for identifying the Representative, **Authentication** and for accepting their Instructions within the scope of confirmation of the Transactions made online using 3D-Secure Authentication;
- 1.23. Incoming Call Identification – a functionality that allows for identification of the Representative that is making a call to CitiPhone on the basis of the telephone number used and the CitiPhone PIN entered. This functionality is not available to the **Account Holder using** the joint service of the Account and a Personal Account;
- 1.24. Payment Instrument – an individualized device or **an individualized set of procedures agreed by the Account Holder and a provider of payment services used for initiating** a Payment Order, especially a Debit Card, Citibank Online, CitiPhone;
- 1.25. Card – a term denoting jointly the Debit Card and the Identification Card;
- 1.26. Debit Card – a debit card being property of the Bank, issued by the Bank to the Account Holder, who is the card holder, and used by the Representative. The Card is used to execute Transactions (including Contactless Transactions), domestic and foreign, as well as to perform other services. The Debit Card offers the possibility to access the Account and to submit Instructions via Bank’s Branches, CitiPhone or ATMs and to make Cashless Transactions, including Contactless Transactions at points of sale, in the scope determined by the Account Holder in the Representative’s Card. Whenever these Terms and Conditions refer to a Debit Card, this will be understood as all **Debit Cards** issued to the Representatives of a given Account Holder;
- 1.27. Identification Card – a card used for identification of a Representative **or Account Holder who is a natural person running a business** in CitiPhone, Citibank Online, and also at the Bank’s Branches. The Identification Card is not a Payment Instrument, in particular a payment card within the meaning of generally applicable laws, and it cannot be used in ATMs or points of sale. Whenever these Terms and Conditions refer to an Identification Card, this will be understood as all identification cards issued to the Representatives of a given Account Holder;
- 1.28. Representative’s Card and Primary Representative’s Card and Additional Representative’s Card – a document which is an attachment to the Agreement and specifies the entitlements granted by the Account Holder with respect to the use of the Account, including in accordance with the Functionalities and Entitlements Table;
- 1.29. Specimen Signature Card, Additional Specimen Signature Card – a card which contains specimen signatures of Authorized Representatives;
- 1.30. Corporate Client – Account Holder, in previous versions of the Terms and Conditions, Agreements and other documents referred to as the Citibusiness Client or Microenterprise Segment Client;
- 1.31. Identification Code – confidential identification codes: Debit Card PIN, CitiPhone PIN, ePIN or any other IDs and passwords used for **Authentication, including Strong Authentication**, verification or logging in to Citibank Online or CitiPhone – this term is used to name all these elements together, some of them or one of them;
- 1.32. **Authentication Code – a one-time code generated by the Bank for the purpose of Authentication, including Strong Authentication, of a Payment Order or other activities performed by the Account Holder in the Citibank Online Electronic Banking Service, including Citi Mobile, in the CitiPhone Telephone Banking Service, at the Bank’s Branch or online (to the extent allowed for these services and a Branch);**
- 1.33. Personal Account – a bank account denominated in Polish zloty (with an option to open a Currency Subaccount), maintained in accordance with applicable law, opened by the Bank under the name of and for the Account Holder as a consumer, under a bank account agreement for individual clients or another agreement signed with the Bank, and used for storage of money and execution of banking monetary settlements;
- 1.34. Online Exchange Rates – exchange rates at the Bank, updated on an ongoing basis and published on the Bank’s Website <https://www.citibank.pl/kursy-walut/male-firmy.html>, unless these Terms and Conditions provide otherwise; Online Exchange Rates are applied to an Instruction that includes the currency conversion of an amount of USD 1.00 or higher after 11:00 p.m. on Sunday until 11:00 p.m. on Friday, excluding the first and second day of Christmas and Easter and the first day of January every year;
- 1.35. Table Exchange Rates – exchange rates at the Bank, published on the Bank’s Website <https://www.citibank.pl/kursy-walut/male-firmy.html>, applicable, unless these Terms and Conditions provide otherwise, to an Instruction that includes the currency conversion after 11:00 p.m. on Friday until 11:00 p.m. on Sunday and the first and second day of Christmas and Easter and the first day of January every year. The Table Exchange Rates are applied to any Instructions that cover the currency conversion of an amount lower than USD 1.00;
- 1.36. Term Deposit – a product provided under an Agreement under which the Bank agrees to pay a specified amount to the Account Holder, which amount has been first deposited by the Account Holder, plus interest due to the Account Holder;
- 1.37. Biometric method – verification of identity in a Mobile Device by way of verifying the user’s unique features – a fingerprint, iris or face map through an appropriate functionality available in the Mobile Device;
- 1.38. Mobile Device unlocking method – the method of unlocking a Mobile Device based on the knowledge of the Mobile Device user.
- 1.39. Contactless Module – an electronic device built into the Debit Card, which communicates with the contactless terminal and enables Contactless Transactions;
- 1.40. Recipient – a natural person (individual), a legal person or an organization without legal personality having legal capacity under a law that is the recipient of funds being the subject matter of a Transaction, in particular the Merchant;
- 1.41. Bank’s Branch – an organizational unit in which the Bank provides services to Account Holders; address and contact details of the Bank’s Branches and their opening hours are available on the Bank’s Website;
- 1.42. Deposit Offer – the Term Deposit interest rate table published by way of a Bank announcement and available via CitiPhone, at Bank Branches and on the Bank’s Website;
- 1.43. Contractual Term – the contractual term of a Term Deposit;
- 1.44. Interest-Bearing Business Account in PLN – an interest-bearing settlement account opened under the Agreement to execute **Transactions** and keep money. Funds in an Interest-Bearing Business Account in PLN are subject to an interest rate in accordance with the Interest Rate Table. Such accounts are only denominated in PLN;

- 1.45. Payment Organization - an organization which carries out settlements of Transactions made by Debit Cards, including those issued by a given organization; information on Payment Organizations which cooperate with the Bank when issuing and servicing a Debit Card is available via CitiPhone, at the Bank's Branches and on the Bank's Website;
- 1.46. Authorized Representatives - persons who - in accordance with applicable laws and rules of representation - are authorized to make declarations of intent in the name and on behalf of the Account Holder, including, in particular, the Account Holder which is a natural person running business activity, partners in a civil partnership who are jointly parties to the Agreement, partners authorized to represent partnerships, members of the management boards of companies and proxies and attorneys-in-fact to the extent of their authority;
- 1.47. Package - a set of bank products and services offered under a joint fee for the Package, allocated to a specific offer described in a separate Table of Fees and Commissions;
- 1.48. Pay-By-Link (I pay with Citi Handlowy) - an automated online payment made from the Account as a PLN internal funds transfer or a PLN domestic funds transfer through an online payment operator selected by the Account Holder which has signed the relevant agreement with the Bank. A Pay-By-Link (I pay with Citi Handlowy) payment is not a payment executed by a Third Party Provider;
- 1.49. Debit Card PIN - a confidential four-digit identification number for the purpose of Authentication and execution of transactions in ATMs, Cashless Transactions at points of sale, Cash Transactions via Merchants with the use of the Debit Card and verification of identity of the user of the Debit Card at the Bank's Branches;
- 1.50. Identification Card PIN - a confidential four-digit identification number used to verify the identity of the Representative or Account Holder being a natural person running business activity who uses an Identification Card at the Bank's Branch;
- 1.51. Pay with a card and withdraw (cash back) - a transaction where cash is being withdrawn using a Debit Card, carried out at selected Merchants which provide such service, marked with the "Pay with a card and withdraw" logo, directly preceded by a Cashless Transaction made using the same Debit Card. The maximum single cash withdrawal under "Pay with a card and withdraw" transactions and the daily cash withdrawal limits are specified in the TFC;
- 1.52. Payer - a natural person, a legal person or an organization which is not a legal person but has legal capacity under the law which submits a payment order within the meaning of the Payment Services Act;
- 1.53. Direct Debit - a domestic payment service in PLN or a domestic or cross-border payment service in EUR where the Account is charged when a Transaction was initiated by the Recipient upon the consent of the Account Holder;
- 1.54. Account Holder - an entrepreneur pursuant to the Act of 6 March 2018 - Entrepreneurs Law or any other act that would amend or replace it, i.e. a natural person, a legal entity and an organizational entity without legal personality to which a separate law accords capacity for legal transactions who runs business activity in their own name, including also partners in a civil partnership in the scope of their business activity, having full legal capacity and acting as a party to the Agreement concluded with the Bank, who uses payment services as Payer or Recipient;
- 1.55. Express Elixir Funds Transfer - a domestic funds transfer in PLN executed as part of the Express Elixir service;
- 1.56. Account - a bank settlement account or a group of bank settlement accounts (primary account or auxiliary accounts or Interest-Bearing Business Account) of the Account Holder, denominated in PLN or in foreign currencies pursuant to the applicable laws, opened by the Bank for the Account Holder on the basis of an Agreement and used exclusively for the purposes of business activity. According to the Agreement, the primary Account is opened in PLN as the first account of the Account Holder with the Bank, and the other accounts are opened at the request of the Account Holder under the terms specified in the Agreement and Terms and Conditions;
- 1.57. Inactive Account - an account in which no Transaction was recorded for 360 consecutive days, with the exception of the Bank adding interest accruing on amounts kept in the account and charging fees or commissions;
- 1.58. Main primary Account an Account in PLN which is a settlement account within the meaning of the Banking Law;
- 1.59. VAT Account - a VAT account within the meaning of the Banking Law;
- 1.60. Terms and Conditions - these General Terms and Conditions for Cooperation with Corporate Clients, regulating all aspects of bank cooperation and the related economic cooperation between the Bank and the Account Holder. The Terms and Conditions constitute an integral part of the Bank Account Agreement and all other agreements concluded with the Bank, if the Terms and Conditions are referred to in such agreements as applicable terms and conditions. Pursuant to Article 109 of the Banking Law Act and Article 384 of the Civil Code, the Terms and Conditions are binding on the Account Holders, the Bank and all other persons through which the Bank provides services related to the maintenance of the Accounts. In the event of any conflict between the Agreement and the Terms and Conditions, the provisions of the Agreement prevail;
- 1.61. Representative - a Primary Representative, an Additional Representative and a representative appointed by the Account Holder before 1 August 2018 who, among other things, uses payment services as Payer;
- 1.62. Additional Representative - a natural person having full legal capacity who has been authorized by the Account Holder or Primary Representative, in accordance with the Additional Representative's Card and the rules set out in the Functionalities and Entitlements Table, to use Citibank Online or CitiPhone in the name and on behalf of the Account Holder;
- 1.63. Primary Representative - a natural person having full legal capacity who has been authorized by the Account Holder, in accordance with the Representative's Card and the rules set out in the Functionalities and Entitlements Table, to carry out actual transactions and legal transactions and to make declarations of intent, individually, in connection with performance of the Agreement (including at the Bank's Branch or via Citibank Online or CitiPhone);
- 1.64. Strong Authentication - authentication that ensures protection of confidentiality of data on the basis of application of at least two elements in the following categories:
- knowledge of something that is only known to the user;
 - possession of something that is only possessed by the user;
 - specific characteristics of the user (what the user is);
- which are an integral part of that authentication and are independent so that if one of those elements is compromised, the credibility of the others is not deteriorated;
- 1.65. SEPA - Single Euro Payments Area - is an area where consumers and entrepreneurs can make and receive domestic and cross-border payments denominated in EUR;
- 1.66. Bank's Website - the website of the Bank: www.citibank.pl, which is available to the public;
- 1.67. Parties - the Account Holder and the Bank, collectively referred to as the parties to the Bank Account Agreement;
- 1.68. Functionalities and Entitlements Table - a table which defines the detailed scope of authorization of Representatives and the functions made available by the Bank to the Representatives via various channels of access to the Account;
- 1.69. Transaction Limits Table - a table which defines limits for Transaction, available on websites of Payment Organizations, applicable in a given country;
- 1.70. Interest Rate Table - a table containing interest rates for bank products: Deposit Offer and Account Interest Rate Table for Corporate Clients, to refer to all of them jointly;
- 1.71. Account Interest Rate Table - a table containing interest rates for Accounts which is an integral part of the Agreement;
- 1.72. TFC - Table of Fees and Commissions which is an integral part of the Agreement;
- 1.73. Transaction - a deposit, transfer or withdrawal of funds initiated by the Payer or Recipient, including: Pay by Link (I Pay with Citi Handlowy), Pay with a Card and Withdraw, Express Elixir Transfer Order, Transfer Order, PLN Domestic Transfer Order, SEPA Transfer Order, EUR Cross-Border Transfer Order, Foreign Currency Cross-Border Transfer Order, PLN Cross-Border Transfer Order, Internal Transfer Order, Foreign Currency Transfer Order, Direct Debit, SEPA Direct Debit, PLN Direct Debit, Cashless Transaction, Cash Transaction, Contactless Transaction, Cross-Border Payment Transaction with Debit Card for Cashless Payments, Cross-Border Payment Transaction with Debit Card for Cash Payments, Cross-Border Payment Service, Deposit, Cash Deposit, Cash Withdrawal and Cash Withdrawal;
- 1.74. 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 the Debit Card, including orders placed in writing, by telephone, by electronic means or via Citibank Online.
- 1.75. Cash Transaction - a withdrawal or deposit of cash via ATMs, banks and Merchants that offer such functionality;
- 1.76. Contactless Transaction - a Cashless Transaction or Cash Transaction made by a Debit Card equipped with a Contactless Module at a point of sale having a terminal with a contactless reader, using an ATM equipped with a contactless reader or using a different device equipped with a contactless reader;

- 1.77. Cross-Border **Payment Transaction** with a Debit Card used for cashless payments - a service where cashless **Payment Transactions** are made using a debit card in the territory of another Member State with or without the physical use of the card;
- 1.78. Cross-Border **Payment Transaction** with a Debit Card used for cash payments - a service where cash is withdrawn from the payment account of a consumer in the territory of another Member State using a device that makes such withdrawal possible or at the outlet of a vendor;
- 1.79. Cross-border payment service - a direct debit service provided by the Bank as provider of payment services of the Payer if the provider of payment services of the Recipient is in a Member State of the European Union other than the Republic of Poland;
- 1.80. Agreement - the Bank Account Agreement;
- 1.81. Mobile Device - a multi-function electronic device with access to the Internet, with macOS, iPadOS, iOS or Android operating system, in particular a device that can communicate with a terminal and execute **Contactless Transactions**;
- 1.82. Payment Services Act - the Act of 19 August 2011 on payment services;
- 1.83. Authentication - a procedure that enables the Bank to verify the identity of the **Account Holder or Representative** or validity of use of a specific payment instrument, including the use of individual authentication data;
- 1.84. 3D Secure Authentication/3D Secure - a method of **Authentication** of Transactions made online without the physical use of the Debit Card, consisting in the Representative entering the 3D Secure Password (Mastercard (Mastercard SecureCode) received to the mobile telephone number indicated in the Representative's Card and the ePIN code;
- 1.85. Citibank Online Authentication - authentication of Cashless Transactions made online without the physical use of the Debit Card, involving electronic identification of the **Account Holder or Representative** in Citibank Online through entering the username and password on a website;
- 1.86. Authentication in Mobile Device - authentication with the use of the biometric Method or Mobile Device unlocking Method;
- 1.87. **User - an Account Holder or a Representative who has been issued a Debit Card or an Identification Card**;
- 1.88. End User - **an Account Holder who is a natural person running business activity** or a Representative who uses Citibank Online or requests the provision of the Citibank Online Electronic Banking Service;
- 1.89. Application - an application for the conclusion of an Agreement on the terms and conditions set out by the Bank;
- 1.90. **Deposit - any cashless or cash instruction, including a cash deposit, which results in an inflow of funds into an account**;
- 1.91. **Cash Deposit - a service where cash is paid to the payment account of a consumer via a device that makes such deposit possible or at the outlet of a vendor**;
- 1.92. Statement - an Electronic Statement or a Printed Statement containing information on changes to the Account balance during the period indicated by the Account Holder in the Agreement or in an appendix to the Agreement;
- 1.93. Electronic Statement - a statement that is made available after logging in to Citibank Online. The Account Holder may request the Bank to send notifications of issuance of Electronic Statements as messages sent to the Primary Email Address;
- 1.94. Printed Statement - a statement that is delivered to the Correspondence Address as a printed (paper) document;
- 1.95. Cut-Off Hours List - a list of hours specifying the moment during a Business Day after which an Instruction is deemed received on the first Business Day following that day. The Cut-Off Hours List is an integral part of these Terms and Conditions and is communicated at the Bank's Branches, in Citibank Online and on the Bank's Website;
- 1.96. **Withdrawal - any cashless or cash instruction, including a cash withdrawal, which results in an outflow of funds from an account (account charge)**;
- 1.97. **Cash Withdrawal - a service where cash is paid out from the payment account of a consumer via a device that makes such withdrawal possible or at the outlet of a vendor**;
- 1.98. Payment Order - a statement made by the **Account Holder** or Recipient to the Bank containing an order to initiate or make a **Payment Transaction**;
- 1.99. Standing Order - a service initiated by a payer where a specified amount of funds is transferred on a regular basis from the payment account of the payer to the payment account of a Recipient.

2. CHAPTER BANK ACCOUNT AGREEMENT

- 2.1. An Application may be filed:
 - a) at a Branch;
 - b) via the Bank's Website;
 - c) during a phone call with the Bank's consultant.
- 2.2. The person who has submitted an Application in the manner specified in point 2.1 b) or c) will receive the Agreement by courier to the address indicated by this person.
- 2.3. The Agreement may be concluded following the submission to the Bank of the documents required by the Bank which confirm the identity and legal status of the entrepreneur applying for the conclusion of the Agreement and which indicate the Authorized Representatives. In the process of concluding the Agreement, the Bank may request the person submitting the Application to provide additional documents or information required by law or necessary to ensure the security of funds kept at the Bank. The Bank may also submit a request referred to in the preceding sentence after the Agreement was concluded.
- 2.4. In the process to conclude the Agreement, the Bank communicates with the person who has submitted the Application, including to inform such person that the Application has been accepted and of the conclusion of the Agreement and the number of the Account, via the following channels:
 - a) in person,
 - b) by telephone, including via text messages (SMS) sent to the Primary Mobile Telephone Number provided in the Application,
 - c) by email, to the Primary Email Address provided in the Application.
- 2.5. If the procedure for concluding the Agreement referred to in point 2.2 is selected, the Bank informs the person submitting the Application about the acceptance of the Application immediately in accordance with the principles specified in point 2.4 b) or c), and if the Application is accepted, it sends two copies of the Agreement for signing by courier to the address provided in the Application. In order to conclude the Agreement, the courier must check the identity of the person who has submitted the Application and if the result is positive, such person (Account Holder) must sign those two copies of the Agreement and sign all the pages of those copies in the presence of the courier. In order to carry out the identity check, the courier must ask the person who has submitted the Application (Account Holder) to present the ID document indicated in the Application and the other documents referred to in point 2.3. No modifications which have not been agreed with the Bank are allowed in the copies of the Agreement sent by the Bank. The Account will be maintained by the Bank from the moment the Account is activated, pursuant to point 2.7.
- 2.6. The Bank opens and maintains Accounts on the basis of the Agreement concluded between the Bank and the Account Holder.
- 2.7. The Agreement will be concluded in writing by way of both parties signing the Agreement. Account activation becomes effective after the Bank verifies the documents signed by the Account Holder. Account activation may be confirmed by an SMS or electronic message (email message) sent to the Account Holder to the Primary Mobile Telephone Number or Primary Email Address indicated by the Account Holder.
- 2.8. The signature of the Account Holder or Authorized Representative on the Agreement constitutes a specimen signature for the Bank.
- 2.9. The Representative's Card is an integral part of the Agreement. Unless it is not agreed otherwise in the Agreement, the signature of a Representative placed on the Representative's Card will be deemed by the Bank to represent the specimen signature. The Account Holder is responsible for the authenticity of the signatures of the Representative on the Representative's Card in the case where these signatures have not been affixed in the presence of the Bank's employee. A Representative may be appointed after the documents confirming the identity of the Representative, as specified by the Bank, are submitted to the Bank. If the Representative's Card for the Account Holder or Authorized Representative is not completed when concluding the Agreement, the signature will be placed on the **Additional Specimen Signature Card**.
- 2.10. The Account Holder must appoint at least one Primary Representative when signing the Agreement. The Account Holder may change the Primary Representative provided, however, that at least one Primary Representative must be appointed throughout the term of the Agreement. The Account Holder or Primary Representative may appoint or change an Additional Representative at any time during the term of the Agreement. An Account Holder which is a natural person, an Authorized Representative or a third party may be appointed as a Representative.
- 2.11. The entitlements of the Account Holder under the Agreement are exercised:
 - a) in person or through Authorized Representatives; or
 - b) through Representatives.

- 2.12. The Account Holder may exercise any rights and perform any obligations in person or through Authorized Representatives, provided that in order to allow those persons to exercise the entitlements set out in the Functionalities and Entitlements Table as entitlements of a Representative - other than those exercised at a Branch - the Account Holder or Authorized Representatives must be appointed first as Representatives by completing or modifying the Representative's Card. This means that access to Citibank Online and CitiPhone and the Card will only be given to Representatives and may not be given to the Account Holder or Authorized Representatives who are not appointed as Representatives.
- 2.13. Unless the Agreement lays down otherwise, Representatives are entitled to carry out activities connected with the maintenance of the Account in accordance with the Representative's Card and the rules set out in the Functionalities and Entitlements Table.
- 2.14. A Primary Representative:
 - a) has full access to Citibank Online and CitiPhone,
 - b) may individually represent the Account Holder at the Bank's Branches, including to submit Instructions and carry out other activities arising from the concluded Agreements,
 - c) has access to all Accounts maintained for the Account Holder,
 - d) may appoint additional Representatives and give, modify or revoke their entitlements,
 - e) may view the history of operations in the Accounts, a list of all funds transfers waiting for approval or acceptance, and the history of the transfer approval process, and may use other services offered by the Bank,
 - f) may request the setting of limits by submitting instructions via CitiPhone or Citibank Online.
- 2.15. An Additional Representative:
 - a) has limited access to Citibank Online and CitiPhone in accordance with the entitlements granted in the Representative's Card,
 - b) is not allowed to submit Instructions or declarations of intent on behalf of the Account Holder at the Bank's Branches, unless provided otherwise in the Functionalities and Entitlements Table,
 - c) has access to the **Accounts** maintained for the Account Holder that are indicated in the Representative's Card,
 - d) cannot change any data and entitlements of any other Representatives.
- 2.16. The categories of the Primary Representative and the Additional Representative were introduced effective 1 August 2018. Any Representatives appointed by the Account Holder prior to 1 August 2018 keep their entitlements until the Representative's Card is amended so that they are categorized as either Primary Representatives or Additional Representatives.
- 2.17. The detailed scope of the entitlements and functionalities made available in particular channels to particular types of Representatives is determined in the Functionalities and Entitlements Table, which is available on the Bank's Website. Any change to the Functionalities and Entitlements Table will be published as an announcement on the Bank's Website and become effective not sooner than on the first Business Day after the month in which it was published. Any changes to the Functionalities and Entitlements Table will be notified by the Bank by email or via Citibank Online.
- 2.18. Any actions of a Representative are considered to be the actions of the Account Holder. Instructions submitted or authorized by a Representative or an Authorized Representative, including via Citibank Online or CitiPhone, and by using any Payment Instruments, will be binding on the Account Holder and deemed submitted or authorized by the Account Holder.
- 2.19. For the avoidance of doubt, wherever the Agreement or these Terms and Conditions refer to the term "Account Holder," it should also be understood as a reference to a Representative to the extent such a Representative exercises any rights and performs any obligations of the Account Holder.

3. CHAPTER CURRENT ACCOUNT AND AUXILIARY ACCOUNTS

- 3.1. The primary Account is a settlement account - current account, maintained in Polish zloty (PLN) and **it is the main bank account of the Account Holder**. Additional, auxiliary settlement accounts will be opened at the request of the Account Holder or a Primary Representative pursuant to the Agreement and the Terms and Conditions.
- 3.2. Auxiliary Accounts may be opened in currencies specified in the Interest Rate Table. An auxiliary Account may be opened, in particular, as the account of the company social benefit fund, an account for EU grants or as a different account, including when such account is required by mandatory laws and regulations.
- 3.3. An Account Holder who is a natural person running business activity as a sole proprietor may open a Personal Account as a consumer and use the option of linking the Account with the Personal Account, provided, however, that the Personal Account is a savings and settlement account not related to business activity, opened and maintained for natural persons and, thus, may not be used by the Account Holder to execute Transactions related to business activity.

4. CHAPTER VAT ACCOUNT

- 4.1. The Bank opens and maintains a **VAT Account** for each Account Holder. No agreement is required to open a VAT Account and such account will be maintained in accordance with the provisions of the Banking Law.
- 4.2. When concluding or during the term of the Agreement, the Account Holder or a Primary Representative may file an application for the opening and maintenance of subsequent VAT Accounts, provided that:
 - a) only one VAT Account may be maintained for one **primary Account**, and
 - b) one VAT Account may be maintained for one or more **primary Accounts**. The number of the VAT Accounts must not exceed the number of the **primary Accounts** maintained by the Bank for an Account Holder. When applying for the opening of a second VAT Account or subsequent VAT Accounts, the Account Holder must specify the **primary Accounts** for which each of such VAT Accounts is to be maintained.
- 4.3. The Account Holder or a Primary Representative may file, at any time, a request for closure of a VAT Account if the Bank maintains at least one more VAT Account for such an Account Holder. When filing an Instruction to close a VAT Account, the Account Holder will specify another VAT Account maintained by the Bank to which the funds from the VAT Account to be closed are to be transferred, and if the Account Holder fails to do so, the Bank will transfer the balance left after the settlement of the closed VAT Account to the VAT Account maintained for the primary Account. The Account Holder or Primary Representative may also submit a request for a change of the VAT Account which is to be maintained for a given **primary Account**.
- 4.4. The Bank will provide information on the number of a VAT Account when opening it or promptly after it is opened; such information is made available in Citibank Online and a Statement. The Bank will provide information on VAT Account turnovers and balance in Citibank Online and a Statement.
- 4.5. A VAT Account may be credited or debited exclusively in accordance with applicable laws and regulations.
- 4.6. The Bank will not issue any Payment Instruments, and in particular any Debit Card, to a VAT Account.
- 4.7. The Bank may refuse to execute a Transaction related to a VAT Account or the **primary Account** as provided for by the laws and regulations applicable to VAT Accounts.

5. CHAPTER INTEREST RATE ON THE ACCOUNT

- 5.1. Unless the Agreement or the Interest Rate Table provides otherwise, the funds accumulated in the Account bear interest according to an annual variable interest rate determined by the Bank.
- 5.2. The Bank has the right to change the interest rate determined in the Interest Rates Table within 4 months from a change in any of the following indices and pursuant to the following rules:
 - a) for a PLN bank account:
 - i. if any of the following rates: reference rate, lombard rate or deposit rate, as determined by the Monetary Policy Council and published by the National Bank of Poland, is decreased by at least 0.10 percentage point, the Bank is entitled to decrease the interest rate for the Account by an amount in the range from 0.05 percentage point to 3 percentage points;
 - ii. if the inflation rate (measured as an increase in prices of consumer goods and services) is at least 0.25%, year on year, as published by Statistics Poland (Central Statistical Office) for the prior calendar month, the Bank is entitled to decrease the interest rate for the Account by an amount in the range of 0.05 percentage point to 3 percentage points;
 - iii. if any of the following indices: interest rate for 1-month loans in Poland's interbank market (1-month WIBOR) or interest rate for 1-month deposits in Poland's interbank market (1-month WIBID), as published by Reuters, determined as the average for the full calendar month, decreases by at least 0.01 percentage point, the Bank is entitled to decrease the interest rate for the Account by an amount in the range from 0.05 percentage point to 3 percentage points;

- b) for accounts maintained in convertible currencies, if any of the following indices: interest rate for 1-month loans offered in the London interbank market (1-month LIBOR), interest rate for 1-month loans in the euro zone (1-month EURIBOR), interest rate for 1-month deposits offered in the London interbank market (1-month LIBID), interest rate for 1-month deposits in the euro zone (1-month EURIBID), determined as the average for the full calendar month, decreases by at least 0.001 percentage point, the Bank is entitled to decrease the interest rate for the Account by an amount in the range from 0.01 percentage point to 3 percentage points.
- 5.3. The Bank is entitled to increase the interest rate for the Account as specified in the Interest Rate Table. Interest rates may be changed without prior notice, provided they are more favorable to the **Account Holder**.
- 5.4. A change in the interest rate is not an amendment to the Agreement and will not require its termination. A change in the interest rate is effective from the date specified by the Bank. Information on the currently applicable interest rates is available at the Bank's Branches and also via CitiPhone and on the Bank's Website.
- 5.5. Interest on funds accumulated in the Account is accrued in the currency of the Account from the day these funds are paid to the Account until the day preceding the day these funds are withdrawn from the Account (inclusive).
- 5.6. Unless the Agreement provides otherwise, interest on funds accumulated in the Account is paid for monthly settlement periods or, in the case that the Agreement is terminated, for the period until the day preceding the day of its termination. Interest accrued during a given settlement period is added to the Account's balance on the last Business Day of a calendar month or on the day of termination of the Agreement, respectively.
- 5.7. Funds in a VAT Account may bear interest if the Interest Rate Table provides so. With respect to interest accrued on funds in a VAT Account, the Bank will credit any interest amounts to the **primary Account** for which such VAT Account is maintained, unless an instruction has been submitted to credit a different **primary Account**.
- 5.8. **Interest in an Account accrues for the actual number of days in the amount of:**
- 1/365th of the annual interest rate (also in leap years) for Accounts in Polish zloty or in sterling (GBP);
 - 1/360th of the annual interest rate (also in leap years) for Accounts in US dollar (USD), euro (EUR) or Swiss franc (CHF), for each day from the date funds were deposited, if it is a Business Day, or the next Business Day until the day preceding the date of their withdrawal.

6. CHAPTER FEES AND COMMISSIONS

- 6.1. For any services provided in connection with the maintenance of an Account, the Bank will charge fees and commissions set out in the TFC, provided that no fees and commissions will be charged for the opening and maintenance of a VAT Account.
- 6.2. The fee for a Package or the fee for the maintenance of the **primary Account** is charged monthly and debited to the primary Account. The monthly fee for an auxiliary Account, if it is not included in the Package fee, is collected from that account. The transaction fees and commissions resulting from Instructions submitted via CitiPhone or at the Bank's Branches are debited on an ongoing basis to the Account indicated by the Account Holder. In any other cases, the Account on which a Transaction was initiated will be debited. Other fees are debited to the primary Account. The Bank may charge the Package fee and other fees and commissions by debiting another Account of the Account Holder and the Account Holder hereby authorizes the Bank to do so. If a fee is charged to an Account maintained in a foreign currency, the Bank will apply the sell rate applicable on the day the fee is posted to convert the fee to the currency of the Account. The rates referred to above are available on the Bank's Website (www.citibank.pl), via CitiPhone Telephone Banking Service or at the Branches.
- 6.3. **The monthly fee for a Card is charged for each Card issued throughout the duration of the Agreement and is charged to the Account by the end of the next calendar month.**
- 6.4. The Bank is authorized to change the TFC by increasing the amount of a fee or introducing a new fee in the event of:
- the introduction of new services, provided that this will ensure due performance of the Agreement, will not violate the interests of the Account Holder and will not lead to an increase in the financial charges imposed on the Account Holder under the Agreement if a new service is not used;
 - a change in the scope or form of the services provided so far under the Agreement, provided that this will ensure due performance of the Agreement and will not violate the interests of the Account Holder;
 - an increase in the actual costs incurred by the Bank, i.e.:
 - costs connected with the issuance of new or modification of existing recommendations, guidelines or decisions by authorities which supervise the activities of the Bank leading to an increase in costs incurred by the Bank to provide services under the Agreement;
 - costs connected with the issuance of new or an amendment to applicable laws or guidelines issued by supervisory authorities which apply to performance of the Agreement leading to an increase in costs incurred by the Bank to provide services under the Agreement;
 - actual costs incurred by the Bank to provide a service under the Agreement or an increase in the labor intensity of such a service for which a fee is collected; whereby the amendment of any item in the TFC in such a case may not exceed 200% in relation to the past value or constitute a cost increase of more than 200%;
 - inflation rate (an increase in prices of consumer goods and services) equaling at least 0.25% year on year, as published by Statistics Poland (Central Statistical Office) for the previous calendar month, whereby the amendment of any item in the TFC in such a case may not exceed 200% in relation to the past value.
- The restriction of a change to a cap of 200% in relation to the past value, as referred to in the above points, does not apply to cases where new positions are added to the TFC or where the past fee was PLN 0.00.
- 6.5. The information on any amendment to the TFC will be delivered by the Bank to the Account Holder in electronic or printed form. If within 30 days from the delivery of the information referred to in the preceding sentence the Account Holder does not file a written notice of termination of the Agreement, the new rates of fees and commissions will be binding on the parties from their effective date determined by the Bank, however in any case not earlier than upon the lapse of the 30-day period from the date of delivery. In the case of termination of the Agreement by the Account Holder, such termination becomes effective upon the lapse of 30 days from the delivery of information on the change to the TFC to the Account Holder. Information on the currently applicable fees and commissions is communicated to the public at the Bank's Branches and is available via CitiPhone and on the Bank's Website.
- 6.6. For certain operations indicated in the TFC, fees will be settled either by collecting one subscription fee for the unlimited number of operations in a calendar month or by collecting fees for particular operations. A subscription fee will be collected not sooner than on the first Business Day after the month to which it applies. The Account Holder may, at any time, cancel settlements as one subscription fee and opt for fees charged for particular operations. The Account Holder may, at any time, reinstate settlements as one subscription fee. The Account Holder may choose a settlement method at the Bank's Branch or via CitiPhone or Citibank Online.

7. CHAPTER ACCOUNT STATEMENTS AND OTHER CORRESPONDENCE

- 7.1. Unless these Terms and Conditions provide otherwise, any notifications, notices and other correspondence to the Account Holder connected with or arising from the Agreement or Terms and Conditions will be:
- sent by electronic mail to the Primary Email Address; or
 - sent by courier or post (including by regular or registered mail, at the Bank's discretion) to the Correspondence Address; or
 - delivered in person.
- 7.2. All notices, information and other correspondence sent to the Account Holder will be deemed delivered:
- if sent by electronic mail - on the day they were sent,
 - if delivered in person or by courier - on the date they were actually received,
 - if sent by post - on the day of delivery, provided that if there is no confirmation of receipt, correspondence will be deemed served on the 7th day after it was sent.
- 7.3. The Account Holder or a Primary Representative may change the **Correspondence Address** provided in the Agreement and such change will become effective upon the receipt of the notification of such change by the Bank. Notwithstanding any other provisions of these Terms and Conditions, correspondence may be sent to any address of the Account Holder revealed in any public registers, including the National Court Register or the Central Registration and Information on Business.
- 7.4. Whenever the Terms and Conditions refer to communication of the Bank with the Account Holder using an email address or a mobile telephone number, it will be understood as the last Primary Email Address or Primary Mobile Telephone Number indicated to the Bank by the Account Holder. The Primary Email Address or Primary Mobile Telephone Number **indicated to the Bank** should only be used by the Account Holder.

- 7.5. The Account Holder is obliged to control the funds balance in their Account.
- 7.6. The Bank provides information on changes to the Account status and balance in Statements made available via Citibank Online (Electronic Statement) at intervals defined by the Account Holder, in the Polish or English language. A Statement shows data related to all Accounts and VAT Accounts maintained for the Account Holder.
- 7.7. The Bank makes an Electronic Statement available via Citibank Online, and upon request of the Account Holder, with a notification sent to the Primary Email Address.
- 7.8. Upon request of the Account Holder which receives Electronic Statements, the Bank will also send an additional Printed Statement to the Correspondence Address.
- 7.9. For providing a Statement the Bank will charge a fee in accordance with the TFC.
- 7.10. The Bank undertakes to make an Electronic Statement available no later than on the second Business Day following the date of its production, defined as the last day covered by the Statement, provided that the intent to use the Electronic Statement service was declared at least two Business Days before that date. In any other case, the Electronic Statement service will be performed starting from the next statement cycle.
- 7.11. The Bank informs its Clients that the use of electronic mail or online data transmission methods entails a risk of unauthorized access to provided data in the case of their interception, alteration of the content of the data being sent, loss of confidential nature of the data being provided, or delays in sending data resulting from a failure or inefficiency of transmission systems, as well as other adverse effects beyond the Bank's control.
- 7.12. The Account Holder is obliged to notify the Bank within 7 calendar days if they do not receive a Statement sent by the Bank pursuant to point 7.6, 7.7 or 7.8 of these Terms & Conditions.
- 7.13. The Account Holder is obliged to check the Transactions and balances shown in a Statement. The Account Holder is obliged to notify the Bank immediately, and in any case not later than within 14 days from the day of debiting the Account or from the day on which a Transaction was to be executed, of any discrepancies of balances or Transactions found in the Statement. Where an incorrect accounting posting is made in the Account, the Bank will have the right to correct (reverse) such a posting, also where the Bank has delivered to the Account Holder information or a Statement containing an incorrect balance. In such a case, the Bank will immediately notify the Account Holder in a Statement that such an incorrect entry has been corrected/reversed.
- 7.14. If Citibank Online is not accessible, the Bank may deliver a Statement free of charge in printed form to the Correspondence Address of the **Account Holder**.

8. CHAPTER INSTRUCTIONS

- 8.1. The Bank executes an Instruction if there are sufficient funds in the Account to execute the Instruction and cover all the fees and commissions due to Bank for its execution and there are no limitations regarding management of funds in the Account.
- 8.2. If the funds accumulated in the **Account** are insufficient to execute all submitted Instructions, the Bank will execute the Instructions in the order in which they were received by the Bank, and if determining their order is not possible or is very difficult, the Bank will determine the order of their execution.
- 8.3. The Bank executes Instructions submitted at a Branch or by letter, in writing, if a natural person authorized to submit such Instruction has previously provided a specimen signature.
- 8.4. The Bank may request the Account Holder to provide additional verbal or written explanations or to present documents necessary to execute an Instruction. The Account Holder is liable for the compliance of a submitted Instruction with applicable laws, specifically with the provisions of the foreign exchange law, as well as for obtaining the required foreign exchange permits and other necessary documents. The Bank will refuse the execution of an Instruction in case of justified suspicion that its execution could breach any provisions of applicable laws.
- 8.5. The Account Holder is obliged to carry out their activities in compliance with the law and to use the Account for the purpose specified in the Agreement and in compliance with applicable laws. Simultaneously, the Parties hereby agree that the Account will not be used for settlements of Transactions that are subject to international sanctions, including sanctions imposed by the United Nations, the European Union and the United States of America. Information about the scope and nature of such sanctions is available on websites of the above-mentioned organizations, and for sanctions imposed by the United States of America - on the website of the Office of Foreign Assets Control (OFAC), and also on the Bank's Website.
- 8.6. In order for Instructions to be executed, the Account Holder must provide the Bank with full and accurate instructions, in particular to the extent required to execute the Transaction indicated in an Instruction in the Account (or confirmation for Pay-By-Link (I Pay with Citi Handlowy) transactions). The Account Holder is liable for the correctness and accuracy of the provided information. If the provided information makes the execution of an Instruction impossible, the Bank may refuse to execute such an Instruction. The Bank may refuse to execute a submitted Instruction if it suspects that the entity submitting the Instruction is not authorized to do so or that access to the Account is illegal.
- 8.7. In the case of executing domestic and foreign inter-bank settlements, if the Bank receives an Instruction to debit or credit the Account of the Account Holder, the Bank will execute such Instruction solely on the basis of the bank account number provided in the Instruction.
- 8.8. Where the execution of one Instruction makes it impossible to execute another Instruction in full or in part or raises doubts regarding the correct execution of the Instruction by the Bank, the Bank has the right to suspend the execution of the Instruction until proof is presented in writing that the positions of the Representatives or Authorized Representatives have been reconciled or a valid court decision is presented concerning how the Account is to be managed. The provision of the preceding sentence applies, in particular, to a situation where there is a dispute about the person and entitlements of the Account Holder, Representatives or Authorized Representatives.
- 8.9. The Bank has the right to carry out an additional check of the **person who has submitted** an Instruction.
- 8.10. A letter to revoke authorization to submit Instructions granted to a given Representative in the Representative's Card may be delivered to the Bank in accordance with the Functionalities and Entitlements Table and will be effective towards the Bank from the moment the Bank has verified the submitted documents and confirmed that they are correct and genuine.
- 8.11. The Bank verifies the identity of the person submitting an Instruction. The Bank reserves the right to refuse to execute an Instruction in the case of any justified doubts about the identity or authorization of the person submitting the Instruction, in particular in the case of use of an incorrect Identification Code or lack of confirmation of other information used to identify such person or a dispute about the right to represent.
- 8.12. In consideration of security of the funds in Accounts, the Bank may introduce security procedures with respect to each form in which the **Account Holders** may submit Instructions, and in particular the Bank reserves the right to confirm by telephone any instructions for funds transfers made from the Account. In such a case, the Bank is entitled to contact by telephone one of the Representatives authorized by the Account Holder in the Representative's Card. The Bank is entitled not to perform an Instruction if it has been cancelled by the Account Holder or if telephone confirmation is not identical, in the Bank's opinion, with the content of the Instruction delivered to the Bank. The Bank requires **Strong Authentication** whenever it is required by law.
- 8.13. When executing an Instruction from an account or a deposit to an account in a currency other than the currency of such account, currency conversion is made using the exchange rates of the Bank applicable upon acceptance of such Instruction by the Bank, unless these Terms and Conditions provide otherwise. The exchange rate is determined on the basis of currency buy and sell rates from the interbank market. A margin of the Bank is added to such a sell rate or subtracted from such a buy rate. Because of volatility of exchange rates quoted in the interbank market, which is beyond the Bank's control, any exchange rate tables of the Bank will be changed without prior notice. The rule described in this paragraph applies to Debit Card **Transactions** resulting in crediting the Account, with the exception of those Credit Card **Transactions** that are a return of previously executed Debit Card **Transactions** resulting in crediting the same Account which was charged with the original transaction. **When** Transaction return occurs within 90 days from the date of settlement of a **Transaction** made with the Debit Card and the authorization code for the return transaction is identical/tantamount to the authorization code of the original **Transaction** made with the Debit Card, the currency buy or sell rate is used, depending, as appropriate, **on** which rate was used for the original **Transaction** that was charged to the Account.
- 8.14. The Bank reserves the right to refuse to execute an Instruction for an amount which is lower than **one unit** of the relevant currency.
- 8.15. Valid exchange rates applicable at the Bank are presented in exchange rate tables provided to Corporate Clients via Citibank Online, via CitiPhone and on the Bank's Website <https://www.citibank.pl/kursy-walut/male-firmy.html>. The Bank presents the applied exchange rates in the transaction description included in the Statement.

- 8.16. Table Exchange Rates are published on days when the average exchange rates are published by the National Bank of Poland and apply to **Transactions** which involve currency conversion and are made with the use of the Debit Card linked with the Account. Table Exchange Rates are also applied to all **Transactions** that involve currency conversion other than **Transactions** made with the Debit Card if their value is lower than the equivalent of USD 1.00 and to the other **Transactions** after 11:00 p.m. on Friday until 11:00 p.m. on Sunday, and on the first and second day of Christmas and **Easter** and the first of January every year, subject to point 8.17.
- 8.17. On days when the Bank does not publish Table Exchange Rates, the transactions referred to in point 8.16 are settled based on the applicable Exchange Rate Table from the last Business Day.
- 8.18. Table Exchange Rates are determined on the basis of average Online Exchange Rates published at 9:00 a.m. and 4:30 p.m. Monday to Thursday and at 9:00 a.m., 4:30 p.m. and 11:00 p.m. on Friday, on days when the average exchange rates are published by the National Bank of Poland. The source of Online Exchange Rates is valid reference currency buy and sell rates published by the information agency Thomson Reuters under the RIC applicable to a given currency pair (where the RIC means Reuters instrument Code), available on the Bank's Website <https://www.citibank.pl/kursy-walut/male-firmy.html>, adjusted for the Bank's margin of 5% (the margin is added to the Bank's sell rate and subtracted from the Bank's buy rate). The Bank may offer a lower, more favorable margin to the **Account Holder**.
- 8.19. When executing an Instruction submitted by the Account Holder or on behalf of the Account Holder to a Recipient whose payment services provider is located in the territory of a Member State, the Bank ensures that the amount of the Transaction is credited to the account of that provider not later than:
- by the end of the Business Day after the receipt of the Instruction by the Bank if the Transaction:
 - is made in Polish zloty or in Euro and to a bank account of a payment services provider located in the territory of the Republic of Poland,
 - is made in Euro and to a bank account of a payment services provider located in another Member State,
 - covers not more than one currency conversion between Euro and the currency of a Member State which is not in the eurozone, provided that the required currency conversion is carried out in such Member State which is not in the eurozone and - for cross-border **Transactions** - that the cross-border funds transfer is executed in Euro;
 - by the end of the fourth Business Day after the receipt of the Instruction by the Bank in all other cases.
- 8.20. In the case of Transactions other than those specified above, when one of the payment services providers is located in the territory of the Republic of Poland or another Member State and the second provider is located in the territory of another state, the time limits specified above are applied to those portions of a given Transaction which are executed in the territory of the Republic of Poland or another Member State.
- 8.21. The Bank is entitled to refuse to execute an authorized Instruction if:
- It has justified reasons to suspect that its execution is connected with criminal activity, or
 - It has justified reasons to believe that its execution could lead to a breach of obligations resulting from the Agreement, legal provisions, regulations or rules or of other obligations that apply to the Bank's business, or
 - The Account Holder does not have sufficient funds to execute it or the execution of the Instruction (including the fees and commissions charged) would exceed any applicable limits or violate any existing restrictions, or
 - The Instruction is unclear, incomplete or has not been submitted in the required form, or
 - In other cases defined in the Terms and Conditions or the agreement concluded with the Account Holder, or
 - The Instruction has been submitted by an unauthorized entity or person.
- 8.22. Unless its prohibited by applicable laws, the Bank will deliver or make available to the Account Holder a notice of refusal to execute an Instruction, using means of remote communication, through the Recipient or using electronic communication means.
- 8.23. In the event that all the Accounts have the Inactive Account status, access to those Accounts will be restored by the Bank after the appropriate Instruction is submitted at the Bank's Branch in person by the Account Holder or a person authorized to order Transactions in accordance with the documentation in the possession of the Bank. Restoration of active status to an Inactive Account is **also possible via Citibank online or CitiPhone** if at least one Account is active.
- 8.24. Unless it is prohibited by applicable laws and undesirable for security reasons, the Bank will immediately notify the Account Holder that the possibility to use a Payment Instrument has been blocked, including the underlying reasons, in particular with the use of means of remote communication, through the Recipient or by electronic communication means.
- 8.25. In the event that a Transaction is being initiated by the Account Holder as the Payer, the Account Holder may not cancel or modify the Instruction after it was received by the Bank. Following its receipt by the Bank, the Instruction may only be cancelled or modified upon the Bank's approval and on the basis of a separate instruction. In such a case, the Bank will have the right to charge a fee for the cancellation or modification of the Instruction. The above will not apply to orders with a deferred payment date, including standing orders or one-time funds transfers with a future date, which may be cancelled by the end of the Business Day preceding the agreed order execution date.
- 8.26. In the case of an Instruction concerning a **Transaction** to be executed on a future date (including a standing order or an order commencing on a day the Account Holder as payer provided the Bank with funds to execute such order), the Account Holder may cancel or modify the Instruction on or before the Business Day preceding the date of execution of the Instruction.
- 8.27. Subject to **points 8.25 and 8.26** above, if a Transaction has been initiated by or through an authorized Third Party Provider or the Recipient, the Instruction cannot be cancelled or modified after such Third Party Provider was given consent to initiate the **Transaction** through the Third Party Provider or after the Recipient was given consent to execute the **Transaction**.
- 8.28. After the deadlines set out in **points 8.25 and 8.26** above, the Instruction may only be cancelled upon an agreement to do so between the Account Holder and the relevant provider (Bank or Third Party Provider). In the event that a **Transaction** has been initiated by or through the Recipient, the consent of the Recipient will also be required to cancel or modify the Payment Order after the deadlines set out in **points 8.25 and 8.26**.
- 8.29. Consents to execute a **Transaction** may also be given through the Recipient or the provider of the Recipient and through an authorized Third Party Provider.
- 8.30. Upon request of an authorized Third Party Provider which issues payment instruments that are based on a payment card and is acting in accordance with the rules arising from the Payment Services Act, the Bank will promptly confirm that sufficient funds are available in the Account to execute a Payment Transaction initiated using such card if the Account Holder has authorized the Bank to reply to requests of such Third Party Provider related to confirmation that the amount corresponding to a certain Payment Transaction being executed using such card is available in the Account. Confirmation referred to in the preceding sentence will be provided as "yes" or "no" and will not include the Account balance.
- 8.31. The Account Holder may issue an authorization referred to in point 8.30 by making Strong Authentication called by the Bank. The Account Holder may cancel such authorization at any time.
- 8.32. The Account Holder may ask the Bank for data required to identify the Third Party Provider referred to in point 8.30 and for information on the reply provided to such Third Party Provider.

9. CHAPTER FUNDS TRANSFERS AND DIRECT DEBIT TRANSACTIONS

- 9.1. The Bank will deem that the execution of an Instruction covering a funds transfer by the Bank, including a transfer with a future date or a standing order, in accordance with the submitted Instruction, has been duly authorized if such Instruction has been submitted:
- in person at the Bank's Branch after the identity of the person submitting the Instruction was verified against an ID document or a Debit Card or an Identification Card and the Debit Card PIN or Identification Card PIN, respectively, was entered, or after the submission of the Instruction was confirmed by the signature of the person submitting the Instruction;
 - via CitiPhone in accordance with the rules for authenticating Instructions submitted via this channel;
 - via Citibank Online in accordance with the rules for authenticating Instructions submitted via this channel.
- 9.2. The Bank will start executing an authenticated Instruction upon its receipt, provided that the Bank and the Account Holder may agree that the execution of the Instruction will start:
- on a specified day,
 - at the end of a specified period,
 - on the day when the Account Holder provided the Bank with the funds for the execution of the Instruction.

- 9.3. As the moment when the funds incoming to the Account were received by the Bank on the first Business Day, the moment is taken when the Instruction was received:
- on a day that is not a Business Day for the Bank, or
 - on a Business Day, but after the cut-off hours specified by the Bank in the Cut-Off Hours List.
- 9.4. Any Instructions that require prior telephone verification of their correctness by an authorized Representative will be deemed accepted for execution upon their confirmation by the Representative. For Transactions executed with a Debit Card, an instruction is deemed received upon receiving by the Bank of the information (settlement file) related to the Transaction from the Payment Organization.
- 9.5. The Bank executes funds transfer Instructions in the following currencies: Australian dollar (AUD), Canadian dollar (CAD), Swiss franc (CHF), Czech koruna (CZK), Danish krone (DKK), Euro (EUR), British pound (GBP), Hungarian forint (HUF), Japanese yen (JPY), Norwegian krone (NOK), Polish zloty (PLN), Swedish krona (SEK), American dollar (USD).
- 9.6. The Account Holder may set up a standing order or a one-time transfer with a future date. If a **standing order or one-time transfer with a future date** is established, modified or cancelled, the Account Holder is obliged to notify that fact to the Bank at least one Business Day prior to the date of execution of the **Instruction**. The **Instruction** will be **executed** if the Account in question contains sufficient funds one Business Day before the date set for execution of a standing order or a **one-time** transfer with a future date. If the Account in question does not contain sufficient funds one Business Day before the date set for execution of a standing order or a **one-time** transfer with a future date, this may be the basis for refusal to execute the authorized operation.
- 9.7. A standing order and one-time transfer with a future date may only be set up in PLN, and the Account to be debited must be maintained in PLN, otherwise the execution of the authorized operation will be refused.
- 9.8. The Bank offers the Account Holder, as the Payer, the opportunity to use the Direct Debit service, subject to obtaining the required approval of the Account Holder to debit the Account Holder's Account with the amount of a Transaction initiated by the Recipient and fulfillment of other additional conditions that may result from the Direct Debit rules applied in interbank transactions. The Account Holder as the Payer agrees to execution of a Transaction initiated by the Recipient under the Direct Debit service and **all subsequent Payment Orders**, by submitting the relevant written Instruction at a Bank's Branch or by submitting an Instruction via Citibank Online or CitiPhone. When modifying or cancelling the Direct Debit service, the Account Holder is obliged to report this fact at the Bank's Branch not later than by the end of the Business Day preceding the date, agreed with the Bank, on which their Account is debited.
- 9.9. The Bank executes a Direct Debit in PLN or EUR (SEPA Direct Debit) according to rules defined by applicable laws. A Direct Debit will be executed if the Account in question contains sufficient funds one Business Day before the date set for its execution. Lack of funds in the Account in question one Business Day before such date is the basis for refusal to execute the Direct Debit.
- 9.10. The Bank executes SEPA Direct Debits only in the B2C (business-to-consumer) scheme.
- 9.11. If the Account of the Account Holder being the beneficiary of a funds transfer, specified in the payment instruction by the payer is maintained in a currency other than the payment currency specified in the received payment instruction, the payment amount will be converted into the currency of the Account to be credited at the exchange rate applicable at the Bank at the time such instruction is being executed, save for any other arrangements made between the Account Holder and the Bank.
- 9.12. Express Elixir Transfers are executed instantly and the Recipient's account is credited with the transferred amount upon submission of the Payment Order which includes the Instruction to execute such funds transfer. The execution of an Express Elixir Transfer depends on the technical readiness of the Recipient's bank to accept funds transfers as part of that service. The Bank will notify the **Account Holder** if a funds transfer can be executed as part of the Express Elixir service before accepting a payment order which includes an Instruction to execute an Express Elixir Transfer.
- 9.13. In the SORBNET system, it is mandatory to execute external PLN funds transfers to accounts at banks, credit institutions, branches of credit institutions and branches of foreign banks operating in the territory of the Republic of Poland, except for transfers to the Social Insurance Institution (ZUS) and Tax Authorities, in an amount equal to or higher than PLN 1,000,000.
- 9.14. In the event that the Bank has refused a Third Party Provider access to an Account where such access is unauthorized or illegal, the Bank will notify the Account Holder of such refusal by text message (SMS) to the Primary Mobile Telephone Number provided to the Bank or via Citibank Online.
- 9.15. The Bank will notify the Account Holder of such refusal before access is refused. If the Account Holder cannot be notified before access is refused, the Bank will provide the Account Holder with such notification without delay after such refusal, provided, however, that not later than on the Business Day following the date of such refusal. The Bank will not notify the Account Holder of refusal if such notification is not reasonable due to security considerations or is against other laws or regulations.

10. CHAPTER CASH DEPOSITS AND WITHDRAWALS

- 10.1. Deposits to an Account can be made:
- as funds transfers to the Account made via other banks or via post offices;
 - via ATMs or ADMs indicated by the Bank;
 - using ATMs with the Bank's logo that accept such deposits or at ADMs designated by the Bank - in currencies accepted by these machines. The list of ADMs and their locations is made available by the Bank to the **Account Holder** at the Bank's Branches, on the Bank's **Website** <https://www.citibank.pl/mapa-oddzialy-placowki-bankomaty-wplatomaty> and via the CitiPhone telephone banking service;
 - in cash at the Bank's Branches indicated by the Bank (the list of the Bank's Branches, together with their locations and the currencies and denominations accepted for cash operations, is available at the Bank's Branches, via CitiPhone and on the Bank's Website);
- 10.2. Deposits made to an Account via an ATM with the Bank's logo or an ADM designated by the Bank using a Debit Card may only be made in banknotes in a currency accepted by such ATM or ADM in accordance with the use instructions for the relevant ATM or ADM that has such a functionality.
- 10.3. A deposited amount will be verified and counted and the Account will be credited with the deposited amount:
- promptly after the deposit is made - for deposits made using an ATM with the Bank's logo,
 - promptly after receiving a deposit report from an independent operator - for deposits made using an ADM or ATM indicated by the Bank.
- 10.4. In case of deposits made at the Bank's Branches and via ATMs with the Bank's logo or via ADMs indicated by the Bank, using the Debit Card, on a day other than a Business Day, a deposit will be deemed made on the first Business Day following the day of payment.
- 10.5. In the case of a cash deposit Instruction, Authentication for the purpose of Authorization is effected by:
- presenting the Debit Card and confirming the Debit Card PIN or through Authentication on a Mobile Device, or
 - confirming with the signature of a person authorized to make the deposit or presenting the Identification Card PIN - in the case the deposit is being made at the Bank's Branch, or
 - making the physical presentation of the Debit Card on the device - in the case of a device where Transactions are initiated by confirming possession of the card, unless the law requires Strong Authentication.
- 10.6. The Bank reserves the right to refuse to accept or to return to the Account Holder banknotes that are damaged or withdrawn from circulation, coin in a currency other than the Polish zloty as well as banknotes in currencies other than currencies for which the Bank runs cash operations at a given Bank's Branch. In the case of counterfeit banknotes, the Bank is entitled to refuse to return them.
- 10.7. A deposit to the Account made in a currency other than the currency of the Account indicated in the received Instruction is accepted by the Bank for execution as an Instruction to settle a deposit to the Account indicated in the Instruction, following conversion to the currency of the Account at the exchange rate applicable at the Bank at the time of execution of the Instruction by the Bank, subject to any other arrangements made between the Account Holder and the Bank.
- 10.8. The Bank reserves the right to accept deposits at designated Bank's Branches in foreign currencies and denominations accepted for cash operations at a given Bank's Branch. The list of the Bank's Branches, together with their locations and the currencies and denominations accepted for cash operations, is available at the Bank's Branches, on the Bank's Website and via CitiPhone.
- 10.9. Cash deposits to an Account may be made in PLN, USD, EUR, GBP or CHF at selected Bank's Branches. Cash deposits to an Account maintained at the Bank in a currency other than PLN, USD, EUR, GBP or CHF are made after conversion to one of the currencies listed in the preceding sentence.
- 10.10. The Bank is entitled to:
- suspend the recording of funds and keep the banknotes for investigation in the event of reasonable suspicion as to the authenticity of deposited banknotes;

- b) make an accounting correction and debit the account of the Account Holder with the amount of the funds deposited and credited to the account if a banknote is later identified as destroyed, damaged, counterfeit or suspected as to authenticity;
 - c) refuse to accept or return to the Account Holder damaged banknotes and coins in currencies other than PLN;
 - d) refuse to accept a deposit to an account subject to enforcement seizure after 5 p.m. and on Saturdays, Sundays and public holidays;
 - e) request information and documents necessary to fulfil obligations arising from the Act on Counteracting Money Laundering and Terrorist Financing.
- 10.11. The Bank reserves the right to execute withdrawals in foreign currencies at the Bank's Branches solely in such currencies and denominations in which cash operations are run. The Bank reserves the right to effect the withdrawal of a foreign currency amount which is not a multiple of the smallest banknote denomination specified by the Bank for the Bank's Branch in question, after its conversion into Polish zloty at the exchange rate applicable at the Bank. An Account Holder who makes a withdrawal in a foreign currency whose amount is not a multiple of the denomination specified by the Bank receives the remaining amount of the withdrawal in Polish zloty after conversion to Polish zloty at the exchange rate applicable at the Bank.
- 10.12. Cash withdrawals from an Account at indicated Bank's Branches may be effected in the currency: PLN, USD, EUR, GBP or CHF. Cash withdrawals from an Account maintained at the Bank in a currency other than USD, EUR, GBP or CHF are made with conversion to one of the currencies listed in the preceding sentence.
- 10.13. The Bank specifies in the TFC the threshold amount above which the Account Holder should notify the Bank in advance of a planned cash withdrawal to be made at the Bank's Branch. The advance notice period may not be shorter than 3 Business Days.
- 10.14. The maximum daily limit of ATM deposits and withdrawals is specified in the TFC.
- 10.15. Withdrawals from ATMs owned by the Bank are made in a currency supported by a given ATM in accordance with the use instructions of such ATM.
- 10.16. In the case of a cash withdrawal Instruction, Authentication for the purpose of Authorization is made by presenting the Debit Card and confirming the Debit Card PIN or by Authentication on a Mobile Device or by presenting the Identification Card and confirming the Identification Card PIN (only at a Branch) or by the signature of a person authorized to perform this activity (authentication by signature may be made at a Branch or in cases where the law does not require Strong Authentication).
- 10.17. The use of the Debit Card in the ATMs is governed, as appropriate, by the provisions of Chapter 16 of these Terms and Conditions.

11. CHAPTER CITIBANK ONLINE ELECTRONIC BANKING SERVICE

- 11.1. Access to Citibank Online is made possible after concluding an Agreement and made available upon logging in to the system using a Card.
- 11.2. Citibank Online can be used - after authentication - to:
- a) obtain information on the Account status and Transactions in the Account,
 - b) submit Instructions and execute Transactions in the Account,
 - c) submit complaints and queries,
 - d) file other applications and requests as specified by the Bank and made available in Citibank Online.
 - e) effect the authentication of Transactions or other operations using Authentication Codes, Mobile Authentication (including using an Authentication Code) or the method specified in point 11.21 of this Chapter.
- 11.3. The Bank may provide the Account Holder with computer programs, files and devices which the Bank considers necessary in order to use Citibank Online.
- 11.4. The manner of operation and use of Citibank Online is described in the relevant user manuals available on the Bank's Website. Manuals referred to in the preceding sentence define the detailed rules for electronic authentication of entitlements granted by the Bank for the purpose of using Citibank Online and the rules that should be followed in connection with accessing the Account via Citibank Online.
- 11.5. Authentication to get access to Citibank Online will be carried out by entering the username and password. If the laws or regulations require Strong Authentication, the Bank may also require an additional authentication component. To this end, the Bank may, among other things, verify a Payment Instrument or a device of the Account Holder or Representative using the method specified in point 11.21.
- 11.6. Subject to point 14.3 specifying the security rules related to Payment Instruments, the Account Holder and Representative are obliged to:
- a) keep confidential and not disclose to third parties any information, including Identification Codes and Authentication Codes the disclosure of which may result in the ineffectiveness of mechanisms ensuring the security of Transactions ordered via Citibank Online, including Transactions made remotely;
 - b) ensure that any information referred to in point 11.6 a) is kept confidential and not disclose to third parties by any Representatives who have access to Citibank Online;
 - c) not to make Identification Codes and Authentication Codes available to third parties, in particular, to execute a Transaction or submit a Payment Order in Citibank Online, especially during a telephone conversation, even if the person making a call is claiming to be an employee of the Bank, an employee of state authorities (e.g. the Police) or a close person;
 - d) log in to Citibank Online and execute instructions via Citibank Online only in person.
- 11.7. In the case of identifying unauthorized use of Citibank Online or for security reasons, in particular in the case of finding circumstances that could threaten the Account Holder's or the Bank's interests, the Bank is entitled to introduce additional procedures which secure Transactions made via Citibank Online or to block access to Citibank Online for the period specified by the Bank.
- 11.8. For security reasons, and for any other reasons independent of the Bank, the Bank has the right to temporarily cease offering access to Citibank Online, for the period necessary to remove the existing threats or irregularities.
- 11.9. In Citibank Online, the Bank may block a Payment Instrument after three failed attempts to use that Payment Instrument using the Authentication Code. Such blockade is temporary and will last until the next time the Account Holder or Representative signs up to Citibank Online.
- 11.10. For security reasons, the Bank establishes a daily limit for Transactions executed via Citibank Online. The daily Transaction limits are defined by the Account Holder in the Representative's Card. In justified cases, regardless of the Transaction limits defined in the Representative's Card, the Bank reserves the right to unilaterally reduce the daily Transaction limit. The Bank may also, in justified cases, change the daily Transaction limit at the request of the Account Holder. The Bank reserves the right to refuse to execute an authorized Transaction if the Transaction limit is exceeded by the Account Holder.
- 11.11. For security reasons, the Bank reserves the right to end a session with the Account Holder or Representative upon the lapse of a time specified by the Bank from the last action performed by the Account Holder or Representative in Citibank Online. The maximum idle time of the Account Holder or Representative cannot exceed five minutes.
- 11.12. In the event of loss, theft, appropriation or unauthorized use of or access to the device used for access to Citibank Online (e.g. a computer, tablet, telephone or a similar device), if the circumstances justify a suspicion that the security of a Payment Instrument has been compromised, the Account Holder or Representative should immediately notify such situation to the Bank via CitiPhone (by calling (+48) 22 692 29 00) or at the Bank's Branch to block that Payment Instrument.
- 11.13. The Bank provides current information on the rules of correct and secure use of electronic banking and online payment services and warnings against significant threats connected with the use of online or mobile banking in messages published in Citibank Online, which are available after logging in, and on the Bank's Website. The Bank may also inform the Account Holder about vital information published in Citibank Online, by sending an email to the Primary Email Address.
- 11.14. The Account Holder and Representative are obliged to use Citibank Online pursuant to provisions of applicable laws, including these Terms and Conditions. Using Citibank Online in violation of the law or these Terms and Conditions, including violation of any of the obligations specified in point 11.6. of these Terms and Conditions, may be a ground for terminating the Agreement or blocking access to Citibank Online. Providing any unlawful contents via Citibank Online is prohibited.
- 11.15. Information on changes to the functionalities of Citibank Online and the dates for their introduction is available on the Bank's Website and via CitiPhone or will be sent to the Account Holder using other electronic media.
- 11.16. The fees charged for the use of Citibank Online are specified in the TFC.
- 11.17. In the case of Instructions submitted via Citibank Online (including I Pay with Citi Handlowy), authentication for the purpose of Authorization is effected by:

- a) logging in to Citibank Online, submitting a complete Instruction in the required form and confirming the Instruction, in accordance with the confirmation rules defined in the banking documentation, by selecting the appropriate functional button used for delivery of Instructions to the Bank - if **Strong** authentication is not required by the Bank; or
 - b) logging in to Citibank Online, submitting a complete Instruction in the required form and confirming the Instruction, in accordance with the confirmation rules defined in the banking documentation, by selecting the appropriate functional button used for delivery of Transactions to the Bank and entering the correct **Authentication** Code - if **Strong** authentication is required by the Bank.
- 11.18. For Payment Orders submitted through a Third Party Provider, the information required to submit a complete Instruction will be provided by the Third Party Provider.
- 11.19. If a Payment Order or other activity performed by the **Account Holder or Representative** in Citibank Online requires **Strong** authentication, the **Account Holder or Representative** should verify the **Authentication** Code against data entered into Citibank Online.
- 11.20. Electronic identification of the **Account Holder or Representative** in Citibank Online may alternatively be conducted by:
- a) entering the username and password and the Bank verifying the **Payment Instrument** or device of the **Account Holder or Representative** using the method specified in point 11.25 of this Chapter,
 - b) by entering the username, password and **Authentication** Code if it is not possible to verify the **Payment Instrument** or device of the **Account Holder or Representative** using the method specified in point 11.25 of this Chapter.
- 11.21. In cases where the law does not require **Strong Authentication**, electronic identification of the **Account Holder or Representative** in Citibank Online is conducted by entering the username and password.
- 11.22. An Account Holder which uses the joint service of the Account and Personal Account as described in point 3.3 of these Terms and Conditions may only submit Instructions from the Account via Citi Mobile after logging in to the system, as an individual client. Access via Citi Mobile will be provided by the Bank to a limited extent and subject to the limits available to individual clients of the Bank under a bank account agreement.
- 11.23. The use of Citibank Online and Citi Mobile requires appropriate hardware and software enabling access to Citibank Online and Citi Mobile, including:
- a) having access to a computer or another device with an operating system supporting popular web browsers, like Internet Explorer, Google Chrome, Mozilla Firefox;
 - b) enabling cookies and javascript;
 - c) enabling protocol TSL 1.2;
 - d) having Adobe Acrobat Reader version 9.0 or higher for PDF files;
 - e) having transfer to/from an external network (for a single station) of at least 128 kbs (we recommend 512 kbs);
 - f) open ports http (80) and https (443).
- 11.24. Scheduled maintenance work related to the maintenance and development of Citibank Online and Citi Mobile, including the date and time of planned unavailability, will be announced in advance on the website of the service. In the event of a failure, the Bank will immediately remove any disruptions affecting the use of Citibank Online and Citi Mobile.
- 11.25. In the event that the Account Holder or Representative uses a device which works on the Internet, the Bank may use, for authentication or **Strong** authentication, a method which is based on analysis of a certain set of features and characteristics of such device to substantiate that that device was previously used by the Account Holder or Representative to submit a payment order or to carry out another activity, provided that that device is only used by the Account Holder or Representative. If the Bank applies the method described in this point for **Strong** authentication, the Bank will treat such verified device as one of the components of **Strong** authentication.

12. CHAPTER CITIPHONE TELEPHONE BANKING SERVICE

- 12.1. The Account Holder may obtain information and submit Instructions related to an Account by telephone via CitiPhone, provided, however, that only through a Representative. To be able to use CitiPhone, the Representative must have a touch-tone telephone set and establish connection with the relevant number specified by the Bank.
- 12.2. Contact can be established with the Bank via CitiPhone after appropriate verification is carried out by the Bank.
- 12.3. After a Card is blocked, Instructions cannot be submitted via CitiPhone if that Card is one of the authentication components.
- 12.4. **In the case of Instructions submitted via CitiPhone, authentication for the purpose of Authorization is made** by providing the number of the Debit Card or Identification Card and by confirming with the CitiPhone PIN or by providing only the CitiPhone PIN in a situation where the Incoming Call Identification functionality is available.
- 12.5. The Representative sets and changes the CitiPhone PIN via CitiPhone.
- 12.6. The Account Holder is obliged to keep confidential and not to disclose to third parties any information which, if revealed, could cause the ineffectiveness of mechanisms which ensure safety of Transactions made via CitiPhone, including the Identification Codes, personal data and Account history. The Account Holder also ensures that such information is kept confidential and is not disclosed by Representatives who have access to CitiPhone.
- 12.7. The use of the CitiPhone PIN during the use of CitiPhone means for the Bank confirmation of Instructions submitted by the Account Holder via CitiPhone, and also constitutes authorization for the Bank to execute them. The aforesaid authorization is binding upon the Bank also when the telephone Instruction is placed by an unauthorized person, provided that such person has provided the correct CitiPhone PIN.
- 12.8. The Bank is authorized not to perform a telephone Instruction if there is suspicion that such Instruction was submitted by an unauthorized person. In such a case the Bank is entitled to contact the Account Holder or Representative to obtain additional confirmation of the submitted Instruction.
- 12.9. All phone conversations with representatives of the Bank are recorded and may be used as evidence. In case of disputes regarding correctness of verbal verification via CitiPhone and the content of a submitted Instruction, the conversation in question, recorded on electromagnetic media, will be the conclusive evidence. The recording of conversations is meant to ensure security of funds in the Account.
- 12.10. For security reasons, the Bank reserves the right to refuse to continue a conversation if third parties participate in the conversation or if the Representative uses a speakerphone.
- 12.11. Media containing records of telephone Instructions, as well as written confirmations of these Instructions, will be stored in line with general provisions regarding the time and methods for storage of bank documents.
- 12.12. The Bank reserves the right to contact the Account Holder or Representative by telephone without prior notification of such intention.
- 12.13. Transactions made over the telephone will be confirmed by the Bank in the form of a Statement or, at the Account Holder's request, in the form of a separate confirmation slip subject to a fee as per the TFC.

13. CHAPTER CITIALERTS SERVICE

- 13.1. The Account Holder may at any time activate the CitiAlerts service or modify its settings.
- 13.2. The alerts, depending on the type of information to be conveyed, are sent in real time (CitiAlerts Premium) or on a daily basis (CitiAlerts Standard).
- 13.3. Alerts generated on a daily basis (CitiAlerts Standard) are sent Tuesday to Saturday (excluding the Business Day directly following a statutory holiday). An alert is sent not later than on the second Business Day following the Transaction which triggered the alert.
- 13.4. The Bank undertakes to commence sending alerts not later than on the third Business Day following the day on which the Account Holder submitted the Instruction to activate the CitiAlerts service.
- 13.5. If the CitiAlerts Standard package is chosen, alerts will only be generated for the primary Account. If the CitiAlerts Premium package is selected, alerts will be sent for changes related to all the Accounts of the Account Holder.
- 13.6. The level of fees charged for use of the CitiAlerts service is determined in the TFC.
- 13.7. For significant security reasons, and in particular if it is suspected that any unauthorized persons have gained access to CitiAlerts, the Bank has the right to block access to CitiAlerts.

14. CHAPTER SECURITY

- 14.1. In case of any doubts if information about the correct and secure use of online payments is authentic or reliable, the Account Holder should confirm its authenticity and reliability on the basis of information available on the Bank's Website <https://www.citibank.pl/uslugi-online/bezpieczenstwo/> or contact the Bank via CitiPhone.

- 14.2. When logging in to Citibank Online, the **Account Holder** or Representative should use hardware secured with a firewall, which helps protect the computer against network attacks.
- 14.3. The **Account Holder and Representative** is obliged to:
- use a Payment Instrument in accordance with the Terms and Conditions;
 - store a Payment Instrument and the Mobile Device with due care and in accordance with the security rules provided for in the Terms and Conditions;
 - not to store a Payment Instrument together with the Identification Code;
 - not to save the Identification Code in any form or on any carrier or device, including on paper, a telephone (including in a notebook and contact list), other multifunction devices or computer;
 - log in and execute instructions via a Payment Instrument only in person;
 - keep confidential and not disclose the Identification Code, CVC2, 3D Secure Password or the Authentication Code to third parties, especially during a telephone conversation, even if the person making a call is claiming to be an employee of the Bank, an employee of state authorities (e.g. the Police) or a close person;
 - not to install any software from received links, attachments or recommended during a telephone conversation about the Client's account or the funds accumulated in such account;
 - not to click on links or attachments sent in emails, SMS/MMS messages or via instant messengers if they are not sure that they come from a verified sender;
 - not to provide the Identification Code, CVC2, 3D Secure Password, Authentication Code or other identifiers and passwords used for authentication, including Strong Authentication, verification or logging in to Citibank Online, CitiPhone on websites or in applications accessed via links sent by unknown or unverified persons, even if such a link leads to websites or applications containing the Bank's graphic marks (logos);
 - install only those applications that come from authorized online application stores, such as Google Play or AppStore;
 - not to make the Payment Instrument, Mobile Device, Identification Code, CVC2, 3D Secure Password or Authentication Code available to unauthorized persons, third parties, including close persons, employees of the Bank or persons claiming to be close persons or employees of the Bank or employees of state authorities, e.g. the Police (which means that it is unacceptable to share a Mobile Device with any other persons);
 - not to use any applications or programs enabling remote access to a device (so-called remote desktop) on which the Citi Mobile application is installed while using this application,
 - not to use any applications or programs enabling remote access to a device (so-called remote desktop) while logging in to Citibank Online via a web browser installed on a Mobile Device or computer,
 - carefully read messages and warnings against frauds and risks to security of payment services that are made available and sent by the Polish Financial Supervision Authority on the website <https://www.knf.gov.pl/> and by the Bank on the Bank's Website <https://www.citibank.pl/uslugi-online/bezpieczenstwo/> via Citi Mobile, the Citibank Online Electronic Banking Service or via the CitiPhone Telephone Banking Service, and to contact the Bank in case of any doubts or problems to understand any individual messages and warnings;
 - carefully read any messages received from the Bank as part of the Citibank Online Electronic Banking Service, Citi Mobile, text messages and email correspondence in order to understand the nature of an instruction submitted to the Bank or the nature of an ordered Transaction, as well as to report to the Bank any irregularities noticed by the Account Holder in this regard;
 - using non-obvious combinations of characters when assigning the Identification Code (it is prohibited to use strings of characters such as 1111, 0000, 1234, 4321, and codes related to the date of birth, PESEL number, ID document numbers, telephone number or other personal data of the Account Holder or Representative). Identification Codes should not be easy to guess by outsiders;
 - update the Identification Code on a regular basis, in accordance with Chapter 14 point 14.4. of these Terms & Conditions.
 - not to provide the Identification Code, CVC2, 3D Secure Password or Authentication Code in order to receive payment in the case of remote Transactions, without the physical presentation of the Debit Card;
 - not to allow third parties, including close persons or employees of the Bank, to save their biometric features on the Mobile Device used to execute Transactions using the biometric Method;
- 14.4. The Bank recommends regular changes of Identification Codes, at least once every three months. An Identification Code should be changed immediately if there is a suspicion that it may have been disclosed to a third party or when using the Citibank Online Electronic Banking Service on unknown equipment. To ensure security, Identification Codes should be a unique combination of:
- letters, digits and special characters in the case of a password for Citibank Online and Citi Mobile;
 - digits in other cases.
- 14.5. The use of Citibank Online by the Account Holder and Representative or of Citi Mobile requires the use of appropriate hardware and software enabling access to Citibank Online and Citi Mobile, including:
- having access to a computer or another device with an operating system supporting popular web browsers, like Internet Explorer, Google Chrome or Mozilla Firefox;
 - enabling cookies and javascript;
 - enabling protocol TLS 1.2;
 - having software that supports PDF files;
 - having transfer to/from an external network (for a single station) of at least 128 kbs (we recommend 512 kbs);
 - open ports http (80) and https (443).
- 14.6. When logging in to Citibank Online or Citi Mobile, the Representative should use hardware with the current version of:
- anti-virus software,
 - operating system, and
 - web browser.
- 14.7. The Citi Mobile application should be downloaded only from authorized Google Play and App Store application stores.
- 14.8. The Account Holder and Representative should not open or respond to emails with requests to provide their personal data or Identification Codes. Such instances should be reported to the Bank.
- 14.9. The Account Holder and Representative should not open any suspicious links or attachments of unknown origin in any received emails, SMS and MMS messages and push messages.
- 14.10. The Bank and its employees **never**:
- ask for providing Identification Codes,
 - CVC2 number, which is placed on the Debit Card's reverse,
 - Authentication Codes,
 - send links to log in to Citibank Online and to directly download the Citi Mobile Application,
 - ask for installing any applications or software.
- 14.11. When logging in to Citibank Online or Citi Mobile, the Bank never asks for the telephone type or telephone number and never instructs the user to install any software on the telephone.
- 14.12. The Bank provides on the Bank's Website <https://www.citibank.pl/uslugi-online/bezpieczenstwo/> information on the rules of correct and secure use of Citibank Online and Citi Mobile, and online payments. **The Account Holder and Representative are obliged to read such information.**
- 14.13. The Bank provides, on an ongoing basis, information on security procedures which affect the Account Holder with respect to provision of payment services by the Bank, on the rules of correct and secure use of Citibank Online and Citi Mobile and online payment services and warnings against significant threats related to the use of online or mobile banking services, or security threats, in messages delivered in Citibank Online, which are accessible after logging in to that system, and on the Website indicated in **point 14.12.**
- 14.14. The Bank may also provide notification about vital information published in Citibank Online, by sending an email to the Primary Email Address. The Bank notifies users of frauds or suspected frauds by text message or telephone. The Bank carries out actions to increase awareness and for this purpose provides support and advice regarding security risks connected with payment services, including all irregularities related to security matters. The Account Holder may submit requests to the Bank for support and advice via the communication channels specified in **point 14.16** below.

- 14.15. The Account Holder and Representative are obliged:
- not to share the Mobile Device used for execution of Transactions with third parties, including close persons or employees of the Bank (i.e. it is unacceptable to share the Mobile Device with any other persons);
 - not to allow third parties, including close persons or employees of the Bank, to save their biometric features on the Mobile Device used to execute Transactions using the biometric Method;
 - ensure protection of the Mobile Device by using legal and updated software, by using up-to-date anti-virus, anti-spam and firewall software, and the latest versions of web browsers, and by not using automation applications, and by using the manufacturer's security measures;
 - not to disclose the Authentication Codes, Identification Codes and CVC2 numbers to any third party;
 - use the Authentication Codes, Identification Codes and CVC2 numbers as intended;
 - immediately notify the Bank of any unauthorized use of the Authentication Codes or Identification Codes by any third party.
- 14.16. In the event of loss, theft, appropriation or unauthorized use of or access to the device used by the Representative for access to Citibank Online (e.g. a computer, tablet, telephone or a similar device), if the circumstances justify a suspicion that the security of a Payment Instrument has been compromised, the Account Holder or Representative should immediately notify such situation via CitiPhone (by calling (+48) 22 692 29 00) or at the Bank's Branch to block that Payment Instrument. Notifications referred to in this paragraph are free of charge.
- 14.17. The Account Holder and Representative must notify the Bank without delay of loss, theft, appropriation or unauthorized use of or unauthorized access to a Payment Instrument, including the Mobile Device, login details or a device used for receiving Authorization Codes. The Account Holder and Representative should promptly notify any such case via Citibank Online (except Citi Mobile), CitiPhone to number (+48) 22 692 29 00 or at the Bank's Branch in order to block the Payment Instrument or freeze the Card.
- 14.18. In the event that a security incident needs to be reported, the Account Holder or Representative should immediately contact the Bank via Citibank Online or CitiPhone or to report such incident at a Branch. Notifications referred to in this paragraph are free of charge.
- 14.19. The Bank applies security measures deemed commensurate with the operating risks and security risks of payment services provided by the Bank. Security risks may be related to inappropriate or unreliable procedures or external events, which have or may have negative influence on the availability, integrity and confidentiality of information and communication systems or information used by the Bank to provide payment services. Security risks include, among other things, risks resulting from cyberattacks or insufficient physical security.
- 14.20. In the event of occurrence of a serious operating incident or an incident related to the Bank's security, including an incident of information and communication nature which affects or may affect the financial interests of the Account Holder, the Bank:
- notifies the Account Holder using the Bank's payment services of the incident without undue delay, and
 - informs them of measures which they can use to reduce the adverse outcomes of the incident and, to the extent possible, takes steps to reduce the adverse outcomes of the incident.
- 14.21. The incident referred to above should be understood as an unexpected event which has an adverse impact on the integrity, availability, confidentiality, authenticity or continuity of provision of payment services by the Bank or generates a substantial probability that such an impact will occur.
- 14.22. Depending on the nature and criticality of the incident referred to above, the Bank will communicate via:
- CitiPhone,
 - Citibank Online or Citi Mobile,
 - website of the Bank (www.citibank.pl).
- 14.23. The Bank may also use other communication channels to ensure effective communication with the Account Holder.
- 14.24. Upon request of the Account Holder, the Bank will inform the Account Holder of any failed attempts to gain access to an Account or any initiated and failed attempts to execute a Transaction via Citibank Online or by text message.
- 14.25. The Bank will inform the Account Holder, on an ongoing basis, of security procedures related to provision of payment services by the Bank. Information on security procedures is available on the Bank's Website <https://www.citibank.pl/uslugi-online/bezpieczenstwo/>.
- 14.26. To the extent arising from this Chapter, the Account Holder must follow the recommendations and information provided by the Bank. In particular, the Account Holder should read and comply with any cybersecurity alerts provided by the Bank.

15. CHAPTER COOKIES

- 15.1. In order to ensure top quality of services, online platforms of the Bank use cookies, which are saved in the memory of a web browser. The details showing how they are used and connected with other data held by the Bank, and how cookie settings can be changed or cookies can be removed from a web browser, are provided on the Bank's website, in the Cookies Policy section.

16. CHAPTER CARD

- 16.1. After an Account is opened, the Bank issues at least one Debit Card or Identification Card. The Debit Card or Identification Card will be issued pursuant to the Agreement and the Terms and Conditions. The Account Holder may receive additional Cards under the Package fee or as an additional product, for a fee as per the TFC. The Account Holder may use a Card exclusively through a Representative.
- 16.2. The Bank will inform the Account Holder of the valid-thru date of a Card by indicating it on the Card or by providing appropriate information on a durable medium.
- 16.3. Cards are issued for their valid-thru periods specified on a Card, provided that if no party has submitted a statement that the provisions of the Agreement that are applicable to the Card will not be renewed not later than 30 days before the valid-thru date of the Card, the provisions of the Agreement that apply to the Card will be deemed renewed for the next period the length of which corresponds to the valid-thru period originally specified on the Card. The Bank will inform the Account Holder in writing, to the Correspondence Address, of its intention not to extend the valid-thru period of the Card. The valid-thru period of the Card will not be extended also in case where the sending of notice would create a threat that the Bank may reveal a bank secret to a third party.
- 16.4. The Card may be used solely by the Representative who is its user indicated by the Account Holder.
- 16.5. Cards should be used in line with the Terms and Conditions, the Agreement and generally applicable provisions of law.
- 16.6. Cards will be issued to the Account Holder or users of such Cards at the Bank's Branch or sent to the Correspondence Address to be passed to their users.
- 16.7. Immediately after receiving a Card, the Representative is obliged to sign it in a permanent manner, activate it and assign a PIN code, and an ePIN code in the case of a Debit Card. A Card can be activated via Citibank Online (with the exception of Citi Mobile), CitiPhone or at the Bank's Branch. The Representative can assign an ePIN code via Citibank Online. In the case of a Card sent by mail, activation of the Card is tantamount to confirming receipt of the letter containing the Card in an intact condition.
- 16.8. The Bank is the owner of the Cards issued. The Account Holder undertakes to return the Cards upon each demand of the Bank. The Account Holder or Representative may use only one Debit Card or Identification Card.
- 16.9. The user of a Card is entitled to use the Card throughout its whole validity period shown on the Card, which expires on the last day of the month printed on the Card:
- at the Bank's Branches;
 - via CitiPhone, after entering their CitiPhone PIN;
 - using ATMs, after entering their Debit Card PIN or by Authentication on a Mobile Device, unless Strong authentication is not required by the Bank;
 - by making Cashless Transactions at points of sale or "Pay with a card and withdraw" Transactions, confirming the Transaction by signature (when the law does not require Strong authentication) or by entering the Debit Card PIN or by Authentication on a Mobile Device;
 - by making Cashless Transactions online without physical use of the Debit Card, provided that a Debit Card with such a functionality has been issued;
 - by making Contactless Transactions through Merchants displaying the Mastercard PayPass symbol.
- 16.10. Transactions made via ATMs, Cashless Transactions, including Contactless Transactions made at points of sale bearing the Card's symbol, and "Pay with a card and withdraw" Transactions made with the Debit Card are posted in the primary Account unless the Account Holder defines this issue otherwise. Linking the Debit Card to an auxiliary Account may lead to charging the Account with a fee as per the TFC.

- 16.11. Identification Codes must be kept strictly confidential.
- 16.12. The **User** assigns and changes the **Debit Card PIN** using an ATM of the Bank and other selected ATMs which provide such functionality, via CitiPhone or at the Bank's Branches. The **User** may change the Card PIN in Citibank Online (with the exclusion of Citi Mobile).
- 16.13. Cash withdrawals from ATMs in Poland or abroad with the use of the Debit Card are subject to limitations pursuant to applicable laws. The funds from the Account may be withdrawn from ATMs using a Debit Card up to the balance available in the Account for that Debit Card, subject to Transaction limits and applicable fees and commissions, if any.
- 16.14. The **User** may receive an ATM transaction slip which confirms each Instruction submitted by the User via ATMs. Such confirmation is a sufficient proof of execution of the Transaction.
- 16.15. In the case of Cashless Transactions made by Debit Card at points of sale, **authentication for the purpose of Authorization** is effected by **presenting the Debit Card and** placing the signature (where the law does not require **Strong authentication**) **or by presenting the Debit Card and entering the Debit Card PIN** or by Authentication on a Mobile Device, provided that in the case of cash withdrawals as part of a "Pay with a card and withdraw" transaction **Authentication for the Purpose of Authorization is made solely by** entering the Debit Card PIN.
- 16.16. In the case of a Contactless Transaction:
- above the amount limit or where the Bank requires **Strong authentication**, **Authentication for the purpose of Authorization is effected by presenting the Debit Card and** confirming with the Debit Card PIN or by Authentication on a Mobile Device. In the event that **Strong authentication** is not required by the Bank, **authentication for the purpose of Authorization** may also be performed with a signature;
 - up to the amount limit or for an amount equal to the amount limit, **Authentication for the purpose of Authorization is made** at the moment of providing the Debit Card data recorded in the Contactless Module, which are required to execute the Transaction, by bringing the Debit Card close to a device enabling the readout of data saved in the Contactless Module. In cases where the Bank requires **Strong authentication**, **Authentication for the purpose of Authorization** also requires entering the Debit Card PIN or Authentication on the Mobile Device. In the case of Cash Transactions, **Authentication for the purpose of Authorization** is effected by **presenting the Debit Card and** entering the Debit Card PIN or by Authentication on the Mobile Device;
 - authentication for the purpose of Authorization is effected** upon transfer of the Debit Card data saved in the Contactless Module which are required to execute the Transaction, by bringing the Debit Card close to a device enabling the readout of data saved in the Contactless Module - **in cases of Contactless Transaction other than those specified in a) and b) above, in which the Bank is not obliged to use strong authentication under applicable law.**
- 16.17. The levels of limits applicable to Contactless Transactions that do not require Strong authentication outside Poland are determined by Payment Organizations and may vary from those specified in the Transaction Limits Table. Transaction limits referred to in the preceding sentence are available on the relevant country websites of Payment Organizations.
- 16.18. In the case of **Transactions** made remotely **by the User**, without physical presentation of the Debit Card (effected by telephone, in writing or online), **authentication for the purpose of Authorization is effected** by providing the data of the Debit Card or its User, depending on the requirements of the Recipient, including the first and last name, the Identification Code, the number and valid-thru date of the Debit Card or the CVC2 code placed on the reverse of the Debit Card and by authorization (if so required by the Bank) of the **Transaction** by 3D Secure Authentication or Authentication on the Mobile Device or Citibank Online Authentication.
- 16.19. The Bank provides a feature that secures **Transactions** made online without physical use of the Debit Card in the form of a 3D Secure Authentication or via Citibank Online Authentication. The Recipient of a **Transaction** made online without physical use of the Debit Card may require additional confirmation with a 3D Secure Password via Citibank Online Authentication.
- 16.20. Amounts of Transactions made in foreign currencies are converted to the settlement currency at the rate of the institution which settles a Transaction, and, next, are posted in the Account of the Debit Card. If the currency of the Account of the Debit Card and the settlement currency are different, amounts of Transactions are settled in the following manner:
- For cash withdrawals from ATMs with a Citi or Citibank logo, Transactions are converted from the settlement currency, i.e. U.S. Dollar (USD), to the currency of the Account of the Card at the Table Exchange Rate applicable at the Bank when the Transaction was executed, and if the currency of the Transaction and the currency of the Account of the Card are the same, the Transaction will be posted without currency conversion;
 - for the other Transactions, Transactions are converted from the settlement currency, i.e. USD or GBP or CHF for Transactions executed in those currencies, or, in the other cases, from the settlement currency EUR, to the currency of the Account of the Card at the Table Exchange Rate from the latest exchange rate table applicable at the Bank on the Transaction posting date. The above currency rates are available on the Bank's Website, via CitiPhone or at the Bank's Branches.
- 16.21. Transactions effected using the Debit Card will be posted in the Account of the Debit Card. Cash Transactions, Cashless Transactions and "Pay With a card and withdraw" **Transactions**, domestic or foreign ones, made with a Card, may be executed from an Account denominated in PLN, EUR, USD, GBP or CHF if it is the Account of the Card when such a Transaction is being made or, otherwise, from a PLN Account.
- 16.22. In the case of Transactions executed with a Debit Card, an order will be deemed received upon the receipt by the Bank of the information (settlement file) related to the Transaction from the Clearing Institution.
- 16.23. In the case of Debit Card Transactions in currencies in the European Economic Area that entail currency conversion, if payment service providers of the payer and the payee are located in the European Economic Area, the Bank will send **the Account Holder being a natural person or a Representative**, immediately after the Bank receives the Payment Order, an email or text message showing the total currency conversion charges as a percentage margin based on the most recent euro reference exchange rate published by the European Central Bank. The information referred to in the preceding sentence will also be sent by the Bank to the **Account Holder being a natural person or to the Representative** also via Citibank Online or by email once during the month in which the Bank received the payment order denominated in the currency referred to in the preceding sentence.
- 16.24. In the event that a Card has been destroyed, lost or stolen, or its details have been disclosed to an unauthorized person, its **User** must freeze the Card without delay.
- 16.25. The Bank confirms the receipt of a Card freeze order in writing, if it was submitted to the Bank's Branch, or verbally, if it was submitted via CitiPhone.
- 16.26. The Bank has the right to freeze (block) a Card:
- in connection with the suspicion of unauthorized use of the Card or an intentional action to execute an unauthorized Transaction; or
 - in other justified cases related to the security of the Card; or
 - if the obligation to freeze the Card arises from generally applicable laws and regulations; or
 - after three unsuccessful attempts to use the Card using the **Authentication Code**. In such a case, the blockade is temporary and lasts until the Card is unblocked by the **User**. In such a case, payment orders which do not require the Identification Code may still be executed, or
 - for a Debit Card, following five unsuccessful attempts to use the Debit Card using 3D Secure Authentication. Such blockade is temporary, applies only to transactions made using 3D Secure Authentication and continues until the **User** re-sets the ePIN code. In such a case, Payment Orders may still be made using the Debit Card if they do not require 3D Secure Authentication, or
 - for CitiPhone, after three unsuccessful attempts to use the Payment Instrument using the **Authentication Code**. Such blockade is temporary and continues until a new Identification Code for CitiPhone is assigned, or
 - in the case of Citibank Online, after three unsuccessful attempts to use a Payment Instrument using the **Authentication Code**, such blockade is temporary and lasts until the next time the **User** signs up to Citibank Online.
- 16.27. The Bank will notify the **User that the Card has been frozen** via CitiPhone or by sending an appropriate message to the Primary Mobile Telephone Number or Primary Email Address after such freeze. The above provision does not apply when sending a notification of a Card freeze is unreasonable due to security considerations or prohibited by law.
- 16.28. Freezing the Card is not tantamount to termination of the Agreement.
- 16.29. Subject to the provisions of point 16.26 which are related to a freeze resulting from failed attempts to use a Card using its **Authentication Code**, a Card Freeze means that it will be impossible to use funds in the Account with that Card, including to make Cash Transactions and Cashless Transactions, and also to order authorized Transactions in Citibank Online.
- 16.30. **Subject to point 14.3, which sets out the security rules related to Payment Instruments**, the Card number and its expiry date should not be disclosed to third parties for any purposes other than execution of Transactions.

- 16.31. If the Account Holder challenges a Transaction made using the Identification Code, the Bank may freeze the Debit Card and hold its re-issue until the case is explained.
- 16.32. In the case of loss, theft, renewal or replacement of a Card, the Bank may send the newly issued Card to the User to the Correspondence Address.
- 16.33. In the event of replacing or renewing a Debit Card, the Bank automatically updates the card details related to the recipient of a Transaction. This includes the details of the Debit Card which have been registered by the User with respect to the recipient of a Transaction executed online without physical use of the Debit Card.
- 16.34. The Account Holder is liable towards the Bank for all consequences of use of the Cards by third parties, subject to exceptions referred to in the Terms and Conditions, the Agreement or the generally applicable laws and regulations, including the Act.
- 16.35. If a Card is used in a manner that is not in compliance with the Terms and Conditions, the Agreement and the applicable laws and regulations, the Account Holder is obliged to immediately notify the Bank of such fact and submit a request to freeze the Card.
- 16.36. The Parties allow the opportunity for the Account Holder to resign from the Debit Card or Identification Card without simultaneous termination of the Agreement, but the Account Holder's resignation from all the Cards held will be tantamount to termination of the Agreement. In such a case, the provisions of Chapter 21 of these Terms and Conditions apply as appropriate.

17. CHAPTER INVESTING AVAILABLE FUNDS

- 17.1. Any available funds may be invested in a Term Deposit or an Interest-Bearing Business Account in PLN.
- 17.2. A Term Deposit will be opened upon an Instruction which determines its currency, amount and type and also specifies its Contractual Term and renewal option.
- 17.3. A Term Deposit is opened as a fixed-rate deposit.
- 17.4. The Contractual Terms, minimum amounts of Term Deposits, available currencies and interest rates are specified in the Interest Rate Table.
- 17.5. A Term Deposit will be opened under the Agreement and Terms and Conditions after the funds are transferred from the Account designated when submitting the Instruction to open such Term Deposit. Following maturity or termination of the Term Deposit, the funds together with interest are transferred to the same Account from which the Term Deposit was set up. If the Term Deposit expires, the funds will be available from the maturity date of the Term Deposit. If the Term Deposit is terminated before maturity, the funds will be made available on the day of receiving the Instruction to terminate the Term Deposit, however not later than on the next Business Day following the receipt of such Instruction.
- 17.6. In the event that an Instruction to open a Term Deposit is submitted on a day other than a Business Day, such Term Deposit will be opened on the first Business Day thereafter.
- 17.7. If the maturity date of a Term Deposit falls on a day other than a Business Day, the Term Deposit matures on the next Business Day.
- 17.8. If a Term Deposit is cancelled on the day it is opened, the Account Holder will receive no interest.
- 17.9. The Bank is liable for any damage resulting from untimely or incorrect execution of a payment instruction submitted in connection with a Term Deposit account. In the event of delay in executing such an instruction, the Bank, at the request of the Account Holder, will pay compensation in an amount equal to the amount of current statutory interest for each day of delay.
- 17.10. For all Term Deposits, the Contractual Term is calculated as the actual number of calendar days.
- 17.11. For Term Deposits, interest is accrued at 1/365th (for PLN and GBP) and 1/360th (for EUR, USD) of the annual interest rate for each day from the day of opening or renewing the Term Deposit until the penultimate day of the Contractual Term and is added, in line with an Instruction of the Account Holder, to the balance of the Term Deposit or Current Account on the maturity day of the Term Deposit, unless the Term Deposit was set up under different terms and conditions.
- 17.12. The interest rate on Term Deposits is determined according to the relevant Instruction, at the fixed interest rate in force at the Bank on the first day of the Contractual Term. The fixed interest rate will not change during the Contractual Term of a Term Deposit.
- 17.13. Information on Term Deposits is available in Citibank Online to all Representatives, whether or not they have access to the Account from which a Term Deposit was set up.
- 17.14. The Bank will open an Interest-Bearing Business Account in PLN under the Agreement and the Terms and Conditions in accordance with the Instruction submitted by the Account Holder.
- 17.15. The Interest-Bearing Business Account in PLN is an interest-bearing current demand account, designated to keep funds and to perform monetary settlements. Funds in an Interest-Bearing Business Account in PLN are interest bearing at the relevant interest rate in accordance with the Interest Rate Table.
- 17.16. Interest on funds accumulated in the Interest-Bearing Business Account in PLN accrue from the day a deposit is made in the Account until the day preceding the date of withdrawal of funds (inclusive).
- 17.17. Unless the Agreement sets out otherwise, interest on funds accumulated in the Interest-Bearing Business Account in PLN is paid for monthly settlement periods or, in the case of termination of the Agreement, on the day preceding its termination date. Interest accrued during a given settlement period is added to the balance of the Interest-Bearing Business Account in PLN on the last Business Day of a calendar month or on the day of termination of the Agreement, respectively.
- 17.18. Interest in the Interest-Bearing Business Account in PLN is accrued for the actual number of days, at 1/365th of the annual interest rate for each day from the day funds were deposited, if it is a Business Day (if the date of making the deposit does not fall on a Business Day, then from the following Business Day) until the day preceding the withdrawal, and is added to the balance of the Account in accordance with point 17.17.
- 17.19. For services provided in connection with maintenance of the Interest-Bearing Business Account in PLN, the Bank will charge fees and commissions set out in the TFC.
- 17.20. The variable interest rate for an Interest-Bearing Business Account in PLN may be changed by the Bank if one of the conditions set out in point 5.2 is met.
- 17.21. Term Deposits and Interest-Bearing Business Accounts in PLN may not be used by the Account Holder to invest free funds which are not related to their business activity.

18. CHAPTER FOREIGN CURRENCY ORDERS

- 18.1. A foreign currency order means an Instruction to immediately exchange a base currency for a target currency in an amount specified by the Account Holder at the foreign exchange rate accepted by the Account Holder. The base currency is the currency in which the Account Holder has funds in the Account indicated by the Account Holder. The target currency means the currency for which funds in the base currency are to be exchanged when executing a foreign currency order.
- 18.2. The Account Holder may submit a foreign currency order:
- via Citibank Online,
 - at the Bank's Branch on Business Days between 9:00 a.m. and 5:00 p.m.,
 - via the FX market specialist recorded line on Business Days between 9:00 a.m. and 5:00 p.m.,
 - via CitiPhone on Business Days between 9:00 a.m. and 5:00 p.m.
- 18.3. The minimum amount of a foreign currency order to be executed in the Citibank Online electronic banking service is USD 1.00 or the equivalent of such amount in another currency converted at the average rate of the NBP from the previous Business Day.
- 18.4. Foreign currency orders are executed using Online Exchange Rates, except for Transactions executed after 11:00 p.m. on Friday until 11:00 p.m. on Sunday and on the first and second day of Christmas and Easter and the first day of January every year, when Table Exchange Rates are used. Foreign currency orders are executed using the standard margin of 4%. When a foreign currency order is submitted, the Bank may offer a lower, more favorable margin. In addition, in channels for submission of foreign currency orders that are listed in point 18.2. b) - d), foreign exchange rates are negotiable.
- 18.5. A conditional foreign currency order means an order submitted by the Account Holder to conclude a Transaction of exchange of a specified amount in the base currency for the target currency specified by the Account Holder at the exchange rate specified by the Account Holder. A conditional foreign currency order will be submitted for a definite period of time specified by the Account Holder. An order submitted via Citibank Online expires after 60 days. In the event that the foreign exchange rate specified by the Account Holder is not achieved, the conditional order will expire after the time indicated by the Account Holder or upon receipt by the Bank of the statement that the order is cancelled, whichever is sooner.

- 18.6. A foreign currency order or conditional foreign currency order may cover the following base and target currencies: PLN, EUR, USD, CHF, GBP, SEK, DKK, HUF, CAD, AUD, NOK, CZK.
- 18.7. When submitting a conditional order, the **Account Holder** specifies the following parameters: type (buy/sell), currency for the foreign currency order, amount, exchange rate and valid-through date. **The content of a conditional foreign currency order may be changed or cancelled before it is executed by the Bank.** A conditional foreign currency order may be submitted, changed or cancelled on a **Business Day**:
- from Sunday 11:00 p.m. to Friday 11:00 p.m. in Citibank Online,
 - between 9:00 a.m. and 5:00 p.m. at a Branch on the recorded line used by FX market specialists.
- 18.8. The Bank will execute a foreign currency order or a conditional foreign currency order provided that, at the time the order is to be executed, there are sufficient funds to execute it in the **Account** indicated in the Instruction and an Account in the target currency has been specified which is to be credited with the amount of the executed foreign currency order or conditional foreign currency order.
- 18.9. Upon submission of the Instruction for a **conditional** foreign currency order, the Bank will block the funds in the Account in an amount sufficient to execute such conditional foreign currency order, at the foreign currency rate specified in the Instruction.
- 18.10. The Bank will specify the minimum accepted amount of a conditional foreign currency order. Information on the level of this minimum amount is available at the Bank's Branches and via Citibank Online.
- 18.11. Conditional foreign currency orders are executed on Business Days. A conditional foreign currency order will be executed when the Online Exchange Rate reaches the value specified by the **Account Holder** in the submitted conditional foreign exchange order.
- 18.12. The execution of a conditional foreign currency order may be made conditional on the fulfilment of additional conditions, as set out below, provided that they have been agreed between the **parties**. The Bank accepts the following types of conditional foreign currency orders:
- Limit order - the transaction will be concluded at the rate equal to or higher than the rate indicated by the **Account Holder** (sell order) or at the rate equal to or lower than the rate indicated by the **Account Holder** (buy order),
 - Stop order - the transaction will be concluded at the rate equal to or higher than the rate indicated by the **Account Holder** (buy order) or at the rate equal to or lower than the rate indicated by the **Account Holder** (sell order),
 - "If executed" (ID) order - a combination of two conditional foreign currency orders where the second order is deemed submitted by the **Account Holder** if the first one has been executed;
 - "one cancels the other" (OCO) order - a combination of two conditional foreign currency orders where if one of the two orders has been executed, the other one will be cancelled - the order whose exchange rate will occur first is to be executed,
 - "if executed, one cancels the other" order - a combination of three orders where the second and third orders are deemed submitted by the **Account Holder** after the first order was executed, and when one of the two remaining conditional foreign currency orders is executed (the second or third one), the last remaining conditional foreign currency order will be cancelled - the order whose exchange rate will occur first is to be executed.

19. CHAPTER SCOPE OF BANK'S LIABILITY

- 19.1. Term Deposits and other liabilities of the Bank in any currency are payable exclusively at the Bank, in the territory of the Republic of Poland, and are subject to the laws and regulations of the Republic of Poland, in particular the Banking Law Act and the Foreign Exchange Act.
- 19.2. In the absence of the relevant instructions of the Account Holder, the Bank will be entitled to select, at its own discretion, a third-party correspondent or an agent and to use the services of the correspondent or the agent to the extent necessary for the Bank to fulfil its obligations resulting from maintenance of the Account.
- 19.3. In accordance with the Act on the Bank Guarantee Fund (the "BGF Act"), the Bank is an entity covered by the mandatory scheme for guaranteeing funds kept in bank accounts and depositors' receivables arising from bank securities confirmed with documents made to their name or with registered certificates of deposit, if issued before 2 July 2014. The purpose of the mandatory funds guarantee scheme is to ensure that depositors will receive their guaranteed funds, up to the amount set out in the BGF Act, if the guarantee condition is met. Pursuant to the BGF Act, the scheme is to protect a depositor's receivables in the amount corresponding to the guaranteed funds, plus interest accrued until the day on which the guarantee condition is met, at the interest rate specified in the bank account agreement, regardless of their due date. On the day on which the guarantee condition is met the depositor acquires a right to a monetary benefit from the Bank Guarantee Fund.
- 19.4. Within the meaning of the BGF Act, a depositor is a natural person, a legal person, an organizational unit without legal personality having legal capacity under a separate law, a school savings union or an employee aid and loan union. In addition, when the Bank maintains a custodial or fiduciary account, a depositor means each of the depositing persons within the limits corresponding to their shares in the amount collected in the account, and the custodian/trustee for the remaining amount. When the Bank maintains an account for an investment firm, a depositor means each of the investment firm's clients within the limits corresponding to their shares in the amount accumulated in such account. The BGF guarantees do not cover the claims of: the State Treasury, the National Bank of Poland, banks, foreign banks, credit institutions referred to in the Banking Law, the National Association of Cooperative Savings and Credit Unions and individual savings and credit unions, financial institutions, investment companies and recognized third-country investment companies pursuant to Article 4 of Regulation No. 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms, persons and entities not identified by the Bank, domestic and foreign insurance companies and reinsurance companies, investment funds, investment fund management companies, foreign funds, management companies and branches of investment societies, open-end pension funds, employee pension funds, pension fund management companies, employee pension fund management companies, local government units and public authorities of a Member State other than the Republic of Poland and of a third country, and in particular central, regional and local governments of such states.
- 19.5. Guarantee protection does not cover funds contributed for shares, registration fees and membership contributions to cooperatives, funds of a depositor, if such funds are in a bank account on which no transactions have been made, except for adding interest or collecting fees or commissions, for 2 years prior to the date the guarantee condition is met, and their sum is lower than the PLN equivalent of EUR 2.5 - if these would be the only funds of the depositor that are covered by the guarantee, electronic money and money received in exchange for electronic money. Also, guarantee protection does not cover deposits (amounts due from the Bank) resulting from banking activities performed with the Bank that are not confirmed by a registered document issued by the Bank (e.g. receivables arising from bearer bank securities), activities other than banking activities and receivables from an entity which is not covered by the guarantee scheme where the Bank is only an intermediary in the process to sign an agreement with such entity.
- 19.6. If the guarantee condition is met, the Bank Guarantee Fund will pay guaranteed funds up to the statutory limits. Currently, deposits not exceeding the PLN equivalent of EUR 100,000 are fully guaranteed, with some exceptions provided for in the BGF Act. The details concerning the amounts and scope of guarantee are set out in the BGF Act. Irrespective of the currency in which a deposit is denominated, the guaranteed funds will be paid in PLN after conversion at the average rate of the National Bank of Poland as at the day on which the guarantee condition was met. A part of deposits not covered by the BGF guarantee (above EUR 100,000 or its equivalent in other currencies) constitutes the depositor's claim to the Bank's bankruptcy estate and may be recovered through the distribution of the assets of the Bank in bankruptcy proceedings. If the bankrupt Bank is acquired by another bank, it will assume the Bank's liabilities to Account Holders.
- 19.7. In the event that the BGF Act is amended so that the amount of deposits covered by the BGF guarantees is changed, the Bank will notify the Account Holder of such change in a separate letter, for which acceptance by the Account Holder is not required.
- 19.8. As a public company, the Bank must publish quarterly financial statements, which are disclosed to the public through the Polish Financial Supervision Authority (KNF) and are also available on the Bank's Website.
- 19.9. All instructions of the Account Holder delivered to the Bank and pertaining to the change of:
- terms of the Agreement,
 - use of additional services,
 - scope of access to the Account by the Account Holder and Representatives, or notifying of the change of:
 - authorized Representatives and Representatives,
 - manner for representation of the Account Holder, including resulting from change of their legal form,
 - persons authorized to grant further powers of attorney,
 - address and telephone details of the Account Holder and Representatives,

will be verified by the Bank without delay in order to:

- a) determine the correctness and truthfulness of the submitted documents, or
- b) confirm the correctness and entitlement to submit a given instruction in the case of Instructions submitted via Citibank Online and CitiPhone.

19.10. Information on the execution of an instruction will be available:

- a) via Citibank Online,
- b) at the Bank's Branches and via CitiPhone.

19.11. The Bank reserves the right to temporarily limit access to the Account when technical obstacles occur.

19.12. Neither the Account Holder nor the Bank will be liable for any failure to perform an obligation in connection with an Account or any service (including - in connection with the execution or settlement of a payment instruction related to the Account) if the performance of such obligation could represent a breach by the Bank, its branches and affiliates or systems of applicable laws or regulations or if its execution is hindered, delayed or prevented by force majeure. In such a case, the performance of obligations will be suspended for the duration of force majeure (in the case of the Bank, no other branch or affiliate of the Bank is obliged to perform such an obligation). Neither the Bank nor its branches or affiliates are liable for any actions taken in connection with compliance with sanctions or Regulatory Requirements (all other branches or affiliates are released from liability).

19.13. The term "force majeure event" means any event resulting from causes beyond the control of the party concerned, for example: restrictions on the convertibility of currency or the transfer of funds, forced transfer of funds, unavailability of certain systems, sabotage, fire, flood, explosion, acts of God, Regulatory Requirements, riots, strikes or any other protests, riots, disturbances, uprisings, war or actions of governments or similar institutions.

19.14. The term "Regulatory Requirement" means any applicable law or regulation, decree issued by an authorized legislative, governmental, regulatory or other competent authority or agreement entered into between the Bank and a governmental authority or between two or more governmental authorities (such law, regulation or authority may be national or international). For the avoidance of doubt, the Bank, at its sole discretion, may block, reject, suspend, verify, report and/or refuse to process any transaction or other action, or otherwise take or refrain from taking action to comply with sanctions directed or enforced by any a country or authority authorized to impose sanctions, including in particular the United States (including, among others, the Office of Foreign Assets Control of the U.S. Department of the Treasury's Office of Foreign Assets Control and the U.S. Department of State), the United Nations, the European Union, any Member State of the European Union and the United Kingdom (including, in particular, His Majesty's Treasury). Neither the Bank nor any of its branches or affiliates will be liable for any such action and/or inaction.

20. CHAPTER BANK SECRECY, CONFIDENTIALITY, PERSONAL DATA PROTECTION

20.1. The Account Holder hereby gives consent to the disclosure by the Bank to the subsidiaries, parents or affiliates of the Bank and Citigroup Inc. indicated on the list available at www.citibank.pl/strefaklienta, any information and documents provided by the Account Holder, including such information and documents that enable assessment of the Account Holder's creditworthiness, concerning cooperation between the Account Holder and the Bank, information on receivables, terms and conditions of making products available, including price conditions, transactions, turnovers and balances in the Account, as well as information on the Account Holder which has been created or processed by the Bank as part of processes used by Bank.

20.2. Please be advised that as international money transfers are made via the Society for Worldwide Interbank Financial Telecommunication (SWIFT), the government of the United States of America may have access to personal data. U.S. authorities have agreed to use the personal data obtained from SWIFT solely for the purpose of combating terrorism, while respecting the guarantees provided by the European system for personal data protection, expressed in 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 (referred to as "GDPR").

21. CHAPTER TERMINATION

21.1. The Account Holder may terminate the Agreement at any time subject to a 30-day notice by submitting to the Bank a written notice of termination of the Agreement or by sending to the Bank's address a notice of termination signed in accordance with the representation rules and the specimen signature deposited with the Bank.

21.2. In the case of an Account maintained by the Bank for partners in a civil partnership with relation to their business activity, the Agreement may be terminated by any of the partners/joint holders at any time subject to a 30-day notice, effective for the other partners/joint holders.

21.3. The Bank may terminate the Agreement for a good reason upon 30-day notice. A good reason includes, in particular:

- a) improper performance or non-performance by the Account Holder of any liabilities to the Bank, including failure to deliver any documents or information which the Account Holder is obliged to deliver upon request of the Bank, or failure of the Account Holder to make any payment to the Bank when due;
- b) a situation where the Bank is not able to use any financial security measures arising from any regulations concerning anti-money laundering and combating the financing of terrorism (AML/CFT);
- c) a situation where the Bank is not able to fully identify the nature and purpose of funds transfers carried out via the Bank;
- d) a situation where the Account Holder refuses or fails to provide additional explanations related to the ownership structure and dependencies of the Account Holder;
- e) a situation where the Account Holder is added to the "Public warnings" list, available on websites of the Polish Financial Supervision Authority (KNF);
- f) when no operations have been performed in any of the Accounts except for the periodic accrual of interest and the debiting of fees or commissions for 6 subsequent months;
- g) when the Account Holder has failed to pay in full the fees or commissions due to the Bank, the amounts of which are set out in the TFC, for at least three subsequent months;
- h) changes in IT systems of the Bank if such changes affect the provision of services or a product offered by the Bank;
- i) a decision of the Bank to cease offering a given product or service;
- j) a situation where the Account is used for carrying out financial activities other than those specified in the relevant register in which the Account Holder is registered;
- k) a situation where the Account is used for purchase, intermediation or issuance of cheques and cards with a pre-coded value, issuance, sale and/or redemption of traveler's cheques, provision of a service of transfer of funds/money transfers, execution of transfers in the name of its clients, currency exchange (e.g. regular or online bureaux de change, etc.);
- l) a suspicion that the Account is used unlawfully, including for purposes connected with tax frauds;
- m) a situation where the Account Holder has suspended or ceased running its business activity, the Account Holder has been liquidated or deleted from the relevant register or the Account Holder has been deleted, ex officio, from the VAT payer register.

21.4. The Agreement may also be terminated by mutual agreement of the Parties without a notice period.

21.5. If the Agreement is terminated by the Bank, the notice period commences from the date of delivery of the statement of the Bank to the Correspondence Address. If the **Bank Account Agreement** is terminated by the Account Holder, the notice period commences from the date of delivery of the statement of the Account Holder to the Bank.

21.6. If the Agreement expires or is terminated, all the Bank's claims against the Account Holder arising from the Agreement will become immediately due, all the Term Deposits will be terminated and all the Accounts will be closed, unless applicable laws and regulations make the closure of an Account conditional on the occurrence of other events.

21.7. In the event that the Agreement expires or is terminated, the Account Holder is obliged to return all Cards to the Bank.

21.8. Before the end of the notice period, the Account Holder is obliged to submit to the Bank, in the form made available by the Bank, instructions for the return of funds accumulated in the Account. In particular, the Account Holder is obliged to provide a bank account number to which the funds accumulated in the Account, including in the VAT Account, should be transferred by the Bank. Subject to point 21.12, if no instruction has been submitted or if it is insufficient, the Bank, after the notice period, will close the Account and all funds deposited in it will be moved to internal settlement accounts, which bear no interest.

21.9. Upon expiry of the notice period, all outstanding amounts payable between the Account Holder and the Bank will be promptly settled. These Terms and Conditions will be binding on the Account Holder until such amounts have been settled in full.

- 21.10. During the notice period, fees and commissions are charged as per the TFC. Closure of the Account is free from any fees for the Bank. The Bank will charge no fee for transfer of funds of the Account Holder which are recorded on an internal non-interest-bearing settlement account of the Bank referred to in point 21.8.
- 21.11. If termination has been made by the Account Holder, the **Account Holder** may, at any time during the 30-day notice period, submit a statement that the Account Holder withdraws termination of the Agreement, in the same form which was used to terminate it.
- 21.12. In the event of expiration or dissolution of the Agreement, including as a result of termination, which leads to the need to close an Account while the balance in any VAT Account maintained by the Bank for the Account Holder is positive at the time of such expiration or dissolution of the Agreement, the following rules will apply:
- The Account may only be closed if the VAT Account to such Account and the other VAT Accounts (if any) maintained for that Account Holder have been closed.
 - A VAT Account will be closed when its balance ceases to be positive or otherwise as provided by applicable laws and regulations.
 - The Account Holder must submit to the Bank a decision of the Head of the Tax Office confirming consent to transfer all funds from each of the VAT Accounts to the Account, which decision allows the Bank to close all the VAT Accounts.
 - If, on the day of closing the Account, there is a positive balance in any VAT Account, the Bank will transfer the funds accumulated in that VAT Account to a separate account kept at the Bank that is not a settlement account and is used to identify the holder of the VAT Account (technical account) or to a VAT Account at another bank indicated by the **Account Holder**.
 - After the funds are transferred from the last VAT Account to the Account, the Bank will pass the funds in accordance with point 21.8.

22. CHAPTER COMPLAINTS

- 22.1. The Bank accepts complaints from the **Account Holder**:
- in writing - when submitted in person at the Bank's Branch during its business hours, or sent to the following address: Citi Handlowy, Biuro Obsługi Reklamacji i Zapytań Klientów (Client Complaints and Enquiries Unit), ul. Golezowska 6, 01-249 Warsaw, or sent to the Address for electronic service of process: AE:PL-51087-16873-WFBWS-31, entered in the electronic address base;
 - orally - by telephone or in person for the record during the Account Holder's visit to the Bank's Branch,
 - electronically - via Citibank Online, after logging in, in the "Contact" tab and to the Bank's email address listybh@citi.com.
- 22.2. Valid contact details for submitting complaints are available on the Bank's Website (www.citibank.pl).
- 22.3. Any complaints regarding discrepancies in the balance of funds in the Account should be submitted within the time limit stipulated in point 7.13 of these Terms and Conditions.
- 22.4. The outcome of the complaint handling proceedings will be notified to the **Account Holder** without delay, provided, however, that not later than 30 calendar days of receipt of the complaint by the Bank. For complaints regarding the rights and obligations under the Act of 19 August 2011 on Payment Services, the Bank replies within 15 Business Days after such a complaint is received.
- 22.5. In particularly complex cases, which make it impossible to handle a complaint or claim and to provide a reply within the time limits set out above, the Bank, in the information provided to the **Account Holder**, will:
- explain the reason behind such delay;
 - specify the circumstances that must be explained to handle the complaint;
 - specify the expected complaint handling and reply date, which, however, must not be longer than 60 calendar days of the date of receipt of a complaint not related to payment services provided by the Bank or 35 Business Days of the date of receipt of a complaint related to rights and obligations under the Payment Services Act of 19 August 2011.
- 22.6. To meet the above time limits, the Bank needs to send a reply before their expiry, and for replies to complaints related to rights and obligations under the Payment Services Act of 19 August 2011 made in writing - the Bank needs to send a reply at a post office of the designated operator within the meaning of Article 3(13) of the Act of 23 November 2012 - Postal Services Law.
- 22.7. Upon the Account Holder's request, the Bank will confirm that it has received a complaint. Such confirmation will be made in writing or otherwise as agreed with the Account Holder.
- 22.8. The Account Holder may file a complaint by a representative authorized under a power of attorney granted in writing with a notarized signature or granted under a notarial deed, or granted by the Account Holder at the Bank's Branch in writing in the presence of the Bank's employee.
- 22.9. The Bank's proceedings to accurately handle a complaint will be expedited if the Account Holder files such complaint promptly after formulating the reservations unless such circumstance has no impact on how the complaint is to be proceeded.
- 22.10. In order to effectively and swiftly handle a complaint, it is advisable to include in the complaint: first name and last name, PESEL number or ID document number, a description of the event in question, an indication of the irregularity in question, the name of the employee who served the Client (or circumstances enabling their identification), and in the case of a loss - an explicit determination of the Client's claim with respect to the irregularities that occurred, and a signature in accordance with the signature specimen submitted to the Bank.
- 22.11. The Bank hereby informs you that its activities:
- are supervised by the Polish Financial Supervision Authority (KNF);
 - the Account Holder has the right to request assistance from the Financial Ombudsman;
- 22.12. For complaints not related to rights and obligations under the Payment Services Act of 19 August 2011, the Bank may reply to such a complaint:
- in a letter sent to the valid Correspondence Address of the **Account Holder**,
 - at the request of the **Account Holder** - by email to the Primary Email Address provided to the Bank,
 - via Citibank Online - as a copy (cc) of a message sent concurrently as provided for in a) or b).
- 22.13. For complaints related to rights and obligations under the Payment Services Act of 19 August 2011, the Bank will reply to a complaint in writing or, after such form is agreed with the **Account Holder**, by email, to the Primary Email Address provided to the Bank, via Citibank Online - as a copy of the message sent concurrently in a letter or by email.
- 22.14. The Bank may request the **Account Holder** to provide additional information and documents required to handle a complaint.
- 22.15. In the event of an unauthorized Transaction, including an unauthorized Transaction initiated through a Third Party Provider, the payer's provider will immediately, but no later than by the end of the Business Day following the day on which the unauthorized Transaction debited to the payer's account occurred or following the day of receipt of the relevant notification, restore the debited Account to the status that would have existed had the unauthorized Transaction not occurred, unless:
- the complaint was submitted after 13 months following the day on which the Account was charged,
 - the Bank has reasonable and documented grounds for suspecting a fraud and reported the case in writing to competent law enforcement authorities.
- 22.16. If the Bank returns the amount of a Transaction identified or reported as an unauthorized Transaction or restores the debited Account to the status that would have existed had such Transaction not taken place, the Bank may debit the Account with an amount equivalent to the amount returned to the Account Holder or an appropriate part thereof if, as a result of further investigation, in accordance with the rules provided for in points 22.12-22.13 above, the Bank:
- confirms that the Account Holder authorized the Transaction, or
 - has reasonable and properly documented grounds for suspecting a fraud on the part of the Account Holder and reports the case in writing to competent law enforcement authorities, or
 - confirms that the Account Holder reported the unauthorized payment Transaction to the Bank after 13 months from the date on which the Account was debited, or
 - confirms that the Account Holder caused the unauthorized Transaction intentionally or as a result of an intentional or grossly negligent breach of at least one of the obligations provided for in Chapter 14, points 14.1. - 14.11., 14.15. - 14.18. of these Terms & Conditions.
- The Bank may debit the Account if at least one of the circumstances indicated in a) - d) above exists.
- 22.17. After investigation, if at least one of the circumstances indicated in point 22.16 a) - d) above occurs, the Bank, along with rejecting the complaint, calls the Account Holder to return the amount transferred in accordance with point 22.16 of this Chapter, by the date specified in such call, which may

not be shorter than 14 days. In the event of failure to make such return by the date specified in the call, the Bank may debit the Account in accordance with point 22.16 above, after the ineffective expiry of the specified time limit.

- 22.18. If the Bank, having conducted a preliminary assessment of the Account Holder's complaint, including a complaint related to an unauthorized payment transaction, credited the Account with a specified amount or reinstated the charged Account to the status that would have existed had the unauthorized transaction not occurred, and, then, the merchant that accepted the Debit Card or another entity makes a direct return of funds to the Account, the Bank will charge again the Account with the amount covered by the complaint that was previously accepted by the Bank.
- 22.19. The Account Holder may:
- appeal against the reply to the complaint to the Customer Service Team in the Client Complaints and Enquiries Unit at Bank Handlowy w Warszawie S.A., to the following address: Citi Handlowy Zespół ds. Współpracy z Klientami (Customer Service Team), ul. Golezowska 6, 01-260 Warsaw 42;
 - use the option to appeal against the decision to the Arbitration Court at the Polish Financial Supervision Authority, where proceedings are carried out in accordance with the regulations of that Arbitration Court, and to file a claim with the court of law with subject-matter and venue jurisdiction.
 - if the Account Holder is a natural person running business activity, the Account Holder may ask the Financial Ombudsman to carry out an out-of-court procedure to resolve the dispute between the Account Holder and the Bank. The detailed rules applicable to initiating and carrying out such a procedure are available on the website of the Financial Ombudsman: www.rf.gov.pl.
- 22.20. If the Bank has not provided the Account Holder with appropriate means to immediately report, at any time, the loss, theft, appropriation or unauthorized use of a Payment Instrument or unauthorized access to that Payment Instrument, the Account Holder will not be liable for unauthorized Transactions, unless the Account Holder intentionally caused an unauthorized Transaction.

23. CHAPTER FINAL PROVISIONS

- 23.1. The Account Holder will promptly provide the Bank, at a Branch, via CitiPhone or via Citibank Online, to the extent allowed for those services, with all information and copies of all documents that it submits to the registry court in order to have them recorded in the appropriate register or disclosed in the registry files, as well as documents submitted to the register of business activity and to bodies responsible for maintaining registers of liberal professions.
- 23.2. An Account Holder who is a natural person or an individual running a sole proprietorship business, an Authorized Representative and Representatives are entitled to access their data and to change on their own, on the basis of a document confirming such change, the following data: surname, series and number of ID document and residence address which are used solely to identify such person.
- 23.3. The Account Holder will promptly notify the Bank of any change of persons authorized to use the funds in the Account, any change of their addresses and other data submitted to the Bank in connection with the Agreement. The disclosure obligation referred to in the preceding sentence will not apply to a data change if such obligation has been fulfilled by a Representative or an authorized Representative to the extent and in accordance with the procedure described in point 23.2 of these Terms and Conditions.
- 23.4. The Bank reserves the right to refuse to establish a post office box, hotel, hostel or Bank Branch address as the Correspondence Address.
- 23.5. The Bank records and files documents, recordings and other carriers of information produced or received in connection with the provided services.
- 23.6. In the case of death of an Account Holder who is an individual running a sole proprietorship business, the Agreement will expire and the Bank will close the Account, unless generally applicable laws and regulations set out that the Account must still be maintained and name a person authorized to exercise the rights and perform the obligations of the Account Holder. In the event that the Account is still maintained despite the death of the Account Holder, the Bank will block the Account immediately after becoming aware of the death of the Account Holder (including the blockade or closure of the Payment Instruments and access channels to the Account) for the time until a person entitled to exercise the rights and perform the obligations of the Account Holder shows up and demonstrates their authorization to act in such capacity. The Bank has the right to terminate the Agreement with immediate effect if no person authorized to exercise the rights and perform the obligations of the Account Holder shows up at the Bank and demonstrates their authorization within three months of the date the Bank became aware of the death of the Account Holder. A termination letter will be sent to the last Correspondence Address of the Account Holder known to the Bank. In the event that more than one person is authorized - jointly or severally - to exercise the rights and perform the obligations of the Account Holder, they must designate one of them as person who will exercise all the rights and perform all the obligations of the Account Holder. Notwithstanding the above, the effects of all the powers of attorney and the authorizations of the Representatives to initiate any legal or actual transactions connected with the Account will cease to be valid in the case of death of an Account Holder who is an individual running a sole proprietorship business.
- 23.7. If natural persons running business activity in the form of a civil partnership are the Account Holder, death of partners with only one of them surviving does not cause the expiry of the Agreement. In such a case the Agreement would be transformed into a bank account agreement covering an account maintained by the Bank for the surviving partner, provided that such partner chooses to continue business activity. This effect will not occur and the Agreement is still binding when generally applicable laws and regulations require the continuation of a civil partnership and specify the person who is authorized to exercise the rights and perform the obligations of the deceased Account Holder in such civil partnership.
- 23.8. For the purposes of the periodic assessment of the Account Holder by the Bank, performed where the Account Holder uses credit products or services, provided that the specific agreements concluded between the Account Holder and the Bank do not set out otherwise, the Account Holder will be obliged to deliver to the Bank the following documents, prepared as set out by applicable laws and regulations:
- periodic statements of revenues, costs and financial result - not later than 20 days after the end of each reporting period applicable to the Account Holder;
 - annual financial statements (balance sheet and profit and loss account) - not later than 14 days after the dates for their submission to the relevant authorities, specified by applicable laws and regulations, including consolidated and audited statements;
 - valid certificates on no arrears towards the Tax Office and certificates on fulfillment of obligations to the Social Insurance Institution (ZUS) - by the end of each annual period of cooperation between the Account Holder and the Bank;
 - all other information necessary for the Bank in relation to the assessment of the Account Holder and their Transactions with the Bank, which is performed by the Bank.
- 23.9. These Terms and Conditions will be governed by the laws of the Republic of Poland.
- 23.10. The Bank will collect taxes and other public contributions pursuant to generally applicable laws and regulations.
- 23.11. Resolution of disputes, jurisdiction:
- The Bank and the Account Holder will make their best efforts to amicably resolve any disputes by way of negotiation.
 - Any disputes and cases, unless generally applicable laws and regulations provide otherwise, will be examined by a court with jurisdiction over the Bank's seat.
- 23.12. Severability - if any provision of these Terms and Conditions is found to be unlawful or invalid, this will have no effect on the application of the remaining provisions of these Terms and Conditions.
- 23.13. These Terms and Conditions will be available to each Account Holder at the Bank's Branches and on the Bank's Website.
- 23.14. The Bank will be entitled to amend the Terms and Conditions at any time for a good reason, and in particular in the following cases:
- an amendment is made to laws and regulations or implementing acts or a position of regulatory authorities is issued making it necessary or advisable to adapt the Terms and Conditions to the changed legal conditions, and
 - the Bank makes a business decision to change significant parameters or principles of providing services covered by the Agreement.
- 23.15. The Account Holder will be notified of all changes to the Terms and Conditions, pursuant to point 7.1. of the Terms and Conditions, in writing or on another durable medium. Any amendments will be binding on the Account Holder from their effective date specified by the Bank unless the Account Holder submits a notice of termination of Agreement within 30 days of receipt of notice on the new Terms and Conditions. If the Account Holder terminates the Agreement due to an amendment to the Terms and Conditions, the Agreement will dissolve upon the expiry of 30 days from the delivery of the notice of such amendments. Until the Agreement dissolves, the previous provisions of the Terms and Conditions remain in force.
- 23.16. These Terms and Conditions will become effective on 22 July 2024.

Appendix to the General Terms and Conditions for Cooperation with Corporate Clients List of Cut-Off Hours

Effective from 22 July 2024.

Internal transfer order:

Currency	Recipient at the Bank:	Cut-Off Hour
PLN, EUR and other foreign currencies	A consumer within the meaning of the Act of 23 April 1964 - Civil Code (Journal of Laws of 1964, No. 16 item 93, as amended, hereinafter referred to as the "Civil Code"), or any other Act that will amend or replace it.	10:30 p.m.
PLN, EUR and other foreign currencies	Microentrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Business Activity (Journal of Laws of 2004, No. 173, item 1807) or any other Act that will amend or replace it.	10:30 p.m.
PLN	Entrepreneur other than a Microentrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Business Activity (Journal of Laws of 2004, No. 173, item 1807) or any other Act that will amend or replace it.	5:30 p.m.
EUR and other foreign currencies	Entrepreneur other than a Microentrepreneur within the meaning of the Act of 2 July 2004 on Freedom of Business Activity (Journal of Laws of 2004, No. 173, item 1807) or any other Act that will amend or replace it.	2:00 p.m.

Transfer order, domestic transfer order in PLN, cross-border transfer order in PLN, SEPA transfer order, cross-border transfer order in EUR, transfer order in a foreign currency, cross-border transfer order in a foreign currency:

	Currency	Cut-Off Hour	Date of posting in the account of the Recipient's payment service provider for Payment Orders submitted before Cut-off Hour
Domestic transfer order in PLN	PLN	3:30 p.m.	D
As part of Express Elixir Transfer	PLN	10:30 p.m. executed 24 hours a day, 7 days a week	D
SEPA transfer order	EUR	2:00 p.m.	D+1
In a EEA currency in the EEA - standard procedure	EUR, GBP, DKK, CHF, SEK, PLN, NOK, CZK, HUF	2:00 p.m.	D+1
Other - standard procedure	EUR, USD, GBP, DKK, CHF, SEK, PLN, NOK, AUD, JPY, CAD, CZK, HUF, ZAR	2:00 p.m.	D+2
Other - urgent procedure	EUR, USD	2:00 p.m.	D
	PLN	12:30 p.m.	
	GBP, DKK, NOK, CAD, HUF, CHF, ZAR	11:30 a.m.	
	SEK, CZK	09:30 a.m.	D+1
	JPY	11:45 a.m.	D+1

D - date of submission of a Payment Order/ transfer order.

Term Deposit opening order:

Currency	Cut-Off Hour	Term Deposit opening confirmation
PLN, EUR, USD, GBP	10:30 p.m.	When the Account Holder submits an instruction for a Term Deposit to be opened on a day other than a Business Day or after 10:30 p.m., the Term Deposit will be opened with a date corresponding to the following Business Day.

Appendix to the General Terms and Conditions for Cooperation with Corporate Clients Payment Order Submission Rules

Effective from 22 July 2024.

Type of Payment Order	Information required to execute a Transaction
Transfer order, SEPA transfer order, transfer order in a foreign currency, internal transfer order	<p>Internal transfer order in PLN and transfer order in PLN to a bank operating in the territory of the Republic of Poland and internal transfer order in EUR and other foreign currencies: - number of the account from which the order will be executed, in NRB format shortened to the last 10 characters ("internal number" of the account) or designation of type and currency of the account</p> <ul style="list-style-type: none"> - currency and amount of Transaction - number of Recipient's account in NRB format or, in the case of an internal transfer order between accounts of the Account Holder at the Bank, in NRB format shortened to the last 10 characters ("internal number" of the account) or designation of type and currency of the account - name of the Recipient (not applicable to internal transfer order between accounts of the Account Holder at the Bank) - transfer title (not applicable to internal transfer order between accounts of the Account Holder at the Bank executed via Citibank Online) <p>Cross-border transfer order in PLN, transfer order in a foreign currency, cross-border transfer order in a foreign currency, SEPA transfer order and cross-border transfer order in EUR:</p> <ul style="list-style-type: none"> - number of the account from which the order is to be executed in NRB format or NRB format shortened to the last 10 characters ("internal number" of the account), or indication of type and currency of the account - currency and amount of Transaction - number of the Recipient's account in the IBAN format for countries where account numbers are provided in this format. <p>For other countries, the Recipient's account number with the exception of SEPA transfer orders code of the Recipient's bank (SWIFT or BIC or USA BIC, so-called FW/ABA or Sort Code)</p> <ul style="list-style-type: none"> - name of the Recipient (name of the institution or first and last name of the recipient) - address of the Recipient (building/apartment no., street, city/town, country, postal code), for transfer order in CAD as currency regardless of the country of the transfer recipient and in the case of a transfer order to a bank operating in Canada and for currencies <ul style="list-style-type: none"> - country in which the Recipient's bank operates
Cash deposit	<ul style="list-style-type: none"> - number of the account in NRB format or in NRB format shortened to the last 10 characters ("internal number" of the account) or, in the case of deposits made by the Account Holder to the account of the Account Holder, indication of type and currency of the account - currency and amount of Transaction - name of the Recipient - cash deposit title
Cash withdrawal	<ul style="list-style-type: none"> - account number in NRB format or NRB format shortened to the last 10 characters ("internal number" of the account), or indication of type and currency of the account - currency and amount of Transaction
Direct debit in PLN	<ul style="list-style-type: none"> - payment identifier (a sequence of up to 20 alphanumeric characters, agreed between the Recipient and the Account Holder) - details of the Recipient - creditor (name, address, NIP) - details of the Account Holder - payer (first and last name, address) - number of the account of the Account Holder - payer in PLN in NRB format - name of the bank maintaining the payment account of the Account Holder - payer
SEPA Direct Debit	<ul style="list-style-type: none"> - Recipient's identifier - details of the Recipient - creditor (name, address, identifier) - details of the Account Holder - payer (first and last name, address) - number of the account of the Account Holder - payer in IBAN format and SWIFT code of Bank Handlowy w Warszawie - payer's bank

Standing order	<p>Internal standing order (in PLN, EUR or a different foreign currency, however only between accounts in the same currency) between accounts of the same Account Holder or different clients of the Bank:</p> <ul style="list-style-type: none"> - number of the account from which the standing order is to be executed in NRB format or NRB format shortened to the last 10 characters ("internal number" of the account), or indication of type and currency of the account - name of the Recipient (not applicable if standing order is between accounts of the same Account Holder) - standing order execution date - number of Recipient's account in NRB format or, in the case of a standing order between accounts of the Account Holder at the Bank, in NRB format shortened to the last 10 characters ("internal number" of the account), or indication of type and currency of the account - frequency - date of first execution - expiry date of standing order - title of standing order - amount and currency of payment <p>External standing order in PLN (such standing order may be set up only for an account in PLN and executed in PLN):</p> <ul style="list-style-type: none"> - number of the account from which the standing order is to be executed in NRB format or NRB format shortened to the last 10 characters ("internal number" of the account), or indication of type of the account - name of the Recipient - standing order execution date - number of the Recipient's account in NRB format - frequency - date of first execution - expiry date of standing order - title of standing order - amount and currency of Transaction
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BIC (Bank Identifier Code) - identification code of an institution, which unambiguously indicates the payment services provider and the elements of which are defined by the relevant ISO standard.

IBAN (International Bank Account Number - an unambiguous identifier of the client's account at a bank, used to identify a bank account in **Transactions** with payment services providers in Member States of the European Economic Area and in countries which adopted IBAN as standard for bank account numbers. Account number in that format consists of a two-character country code, followed by two control digits and up to thirty alphanumeric characters of the account number, known as BBAN (Basic Bank Account Number), whose length differs depending on the country. IBAN of accounts maintained at the Bank consists of the two-letter PL code and the NRB.

NRB/bank account number - an unambiguous identifier of the client's account at a bank, adopted in the Polish bank account numbering system, used in domestic **Transactions**. Account number in that format consists of twenty six digits, i.e. two control digits followed by eight digits of the bank's sorting code and sixteen digits of the number of the client's account with the bank.

USA BIC - so called FW/ABA - a nine-digit bank code used for identification of banks in clearing systems in the USA.