

# BANK ACCOUNT TERMS AND CONDITIONS

These Bank Account Terms and Conditions (Terms and Conditions) lay down the conditions on which the services and products specified in the Terms and Conditions are provided by Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, at ul. Senatorska 16, 00-923 Warszawa, entered in the Register of Businesses of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under no. KRS 0000001538; NIP [tax identification number] 526-030-02-91; with a share capital of PLN 522,638,400, paid up in full. Bank Handlowy w Warszawie S.A. is subject to supervision by the Polish Financial Supervision Authority. E-mail address: listybh@citi.com. The list of addresses of the Branches where business activities are carried out is available on the Bank's website ([www.citibank.pl](http://www.citibank.pl)) and via CitiPhone.

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## Chapter I. DEFINITIONS

### Para. 1. DEFINITIONS

The following terms used in these Terms and Conditions are defined as follows:

- 1) Merchant - a business owner that accepts a payment or enables a cash withdrawal using a Citicard;
- 2) Interactive Voice Responder - a free-of-charge CitiPhone functionality that enables the user to obtain information and to execute, without any consultant's involvement, certain operations using a Debit Card number along with the CitiPhone PIN and an Authorization Code or with the use of the CitiPhone PIN only if the Customer has an active Incoming Call Identification Service, or using Mobile Authentication;

- 3) Authorization - user's consent to execute a Payment Instruction, preceded by authentication or strong authentication, given in the manner set forth in the Terms and Conditions;
- 4) Bank - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
- 5) BLIK Database - a database of BLIK Phone Transfer recipients maintained by Polski Standard Płatności sp. z o. o. with its registered office in Warsaw;
- 6) CitiAlerts - a service involving sending short text messages (SMS) under the paid SMS Notification service and/or e-mail messages to the Customers concerning selected services specified in the Terms and Conditions;
- 7) Citicard - a Payment Instrument, in particular a Debit Card and a Contactless Medium issued by the Bank for a Personal Account to the Customer or an Attorney appointed to operate the Personal Account;
- 8) Citibank Global Wallet - a service available for Personal Accounts specified in the TFC, consisting of settlement of cross-border payment transactions with a debit card for non-cash payments or cross-border payment transactions with a debit card for cash payments or other transactions made with Citicard on the terms set forth in Para. 31;
- 9) Citi Mobile - the Citi Mobile Banking Service constituting a channel of access to the Customer's funds and enabling the Customer to submit instructions via the Internet by means of a mobile telecommunication device and submit instructions on the basis of the Agreement;
- 10) Citi Mobile Token - a service available in Citi Mobile enabling authentication of transactions or other activities;
- 11) CitiPhone - a telephone banking service providing access to the Customer's funds and enabling the Customer to submit instructions over the telephone network and submit instructions under the Deposit Product Agreement, as well as enabling the Bank to initiate contact with the Customer;
- 12) CitiPhone PIN - a confidential six-digit Customer identification number used to verify the Customer's identity in CitiPhone and to execute bank monetary settlements using CitiPhone;
- 13) Cookies - files storing information or providing access to information already stored in a telecommunications terminal equipment used by the End User in connection with the use of Citibank Online;
- 14) CVC2 - a three-digit number printed on a Debit Card or provided in Citi Mobile; it is used to authenticate the Debit Card in transactions without physical use of the Debit Card, in particular to make transactions on the Internet;
- 15) Personal Data - any information identifying the Customer or the Customer's Attorney, processed by the Bank in an IT system or on paper media;
- 16) Fee Information Document - a document including a list of fees charged for services provided in connection with the maintenance of a payment account, included in the list of representative services;
- 17) Third Party Provider - a provider of payment services, other than the Bank, that provides one or more of the following services in accordance with the Payment Services Act:
  - initiation of a payment transaction, consisting in initiation by such provider of a Payment Instruction from the Account on request of the Customer;
  - access to account information, consisting in online delivery by such provider of consolidated information on the Account or Accounts maintained by the Bank or payment accounts maintained by providers other than the Bank;
  - issue of payment card based payment instruments, consisting in issuing payment card based payment instruments by such provider to enable the user to make payment transactions;
- 18) Business Day - a day on which the Bank is open for business provided for in the Terms and Conditions and in the Agreement, other than Saturday or a statutory holiday;
- 19) ePIN - a personal, confidential Customer Identification Code used in the 3D Secure Authentication procedure enabling a cashless Transaction to be made without physical use of a Debit Card via the Internet. Until the Customer individually sets his/her ePIN, the ePIN is the same as the Debit Card PIN, however no longer than until 09/05/2023 or until the fifth use of the Debit Card PIN in the 3D Secure Authentication procedure, whichever comes first.
- 20) Express Elixir - a service that enables the Customer to submit a Payment Instruction in the form of a domestic transfer order in PLN to the Recipient's bank account indicated by the Customer and maintained by an institution that offers this service; an up-to-date list of institutions that execute Express Elixir transactions is available on the Bank's website ([www.citibank.pl](http://www.citibank.pl)), at the Branches, via CitiPhone and on the website of the operator of the service - National Clearing House ([www.expresselixir.pl](http://www.expresselixir.pl));
- 21) Primary Electronic Mail Address or Primary E-Mail Address - an e-mail address indicated by the Customer for the purpose of contact with the Bank in matters related to Agreement performance;
- 22) Primary Mobile Phone Number - a telephone number indicated by the Customer for the purpose of contact with the Bank, used for performance of additional services on the basis of the Agreement;
- 23) 3D Secure Password - a one-time password sent in a text message to the Primary Mobile Phone Number designated by the Customer used for identifying the Customer and for accepting their instructions within the scope of confirmation of the transactions made via the Internet using 3D Secure Authentication;
- 24) Payment Instrument - a personalized device or set of procedures used by the Customer to submit a Payment Instruction, in particular a Citicard, Citibank Online, CitiPhone;
- 25) Debit Card - a payment card issued by the Bank for a Personal Account to the Customer or an Attorney appointed to operate the Personal Account, which can be used to execute non-cash transactions, including contactless transactions, and cash transactions, including cash withdrawals and cash deposits, in Poland and abroad, and other services;
- 26) Virtual Card - a Debit Card issued by the Bank to the Customer in virtual form by making it available in Citi Mobile, linked to a given Debit Card issued in physical form, enabling the Customer to make only such Transactions that do not require the use of the PIN code and operating in accordance with the terms and conditions specified in Para. 20;
- 27) World Elite Debit MasterCard Debit Card - a payment card issued by the Bank solely to Customers who hold a Citigold Private Customer Personal Account and whose average balance on all the accounts in the given month amounts to at least PLN 3,000,000;
- 28) Credit Card - a payment card issued by the Bank under a Citibank Credit Card Agreement;
- 29) Customer - a consumer within the meaning of the Act of 23 April 1964 - Civil Code, who entered into an Agreement with the Bank and has full capacity for legal transactions, subject to Para. 5 of these Terms and Conditions;
- 30) Authorization Code - a one-time code generated by the Bank and used for authentication, including strong authentication, of a Payment Instruction or other activities made by the Customer via Citibank Online, Citi Mobile, CitiPhone, at a Branch of the Bank or online (to the extent permitted for those services and for the Branch);
- 31) BLIK Code - a one-time code generated in the Citi Mobile app, used for the authentication of BLIK Transactions;
- 32) Identification Code - confidential identification codes: Debit Card PIN, CitiPhone PIN, Contactless Media PIN, Citi Mobile Token, ePIN or other identifiers and passwords used for authentication, including strong authentication, verification of identity and logging into the Citibank Online Electronic Banking Service, CitiPhone Telephone Banking Service and Citi Mobile Token - used to denote all of them collectively, some of them or one of them;

- 33) Account - a Personal Account or a Savings Account;
- 34) Personal Account - a bank account maintained in PLN (with the option of opening a Foreign Currency Sub-Account) in accordance with applicable law, opened in the Customer's name and for the Customer by the Bank under the Personal Bank Account Agreement for the "Citibank Personal Account" or a Deposit Product Agreement, or another bank account agreement governed by the Terms and Conditions, used to deposit cash and execute bank monetary settlements;
- 35) Savings Account - an interest-bearing bank account or set of bank accounts maintained in PLN or foreign currencies under the applicable laws, opened in the Customer's name and for the Customer by the Bank under a "Citibank Savings Account" Bank Account Agreement or a Deposit Product Agreement and used for holding funds and executing certain bank monetary settlements. The funds accumulated in the Savings Account bear interest according to the Interest Rate Table;
- 36) SuperSavings Account - an interest-bearing bank account or set of bank accounts maintained in PLN or foreign currencies under the applicable laws, opened in the Customer's name and for the Customer by the Bank under a "Citibank SuperSavings Account" Bank Account Agreement or a Deposit Product Agreement and used for holding funds and executing certain bank monetary settlements. The funds accumulated in the SuperSavings Account bear interest according to the Interest Rate Table, but if the Bank receives a Payment Instruction debiting the SuperSavings Account, the Customer will not receive interest for the month in which such Payment Instruction was executed;
- 37) Overdraft Limit Credit Line - a service referred to in Article 2(16b) of the Payment Services Act, i.e. a current account overdraft facility within the meaning of Article 5(4) of the Consumer Credit Act of 12 May 2011;
- 38) Online Exchange Rates - currency exchange rates in the Bank, updated on a regular basis and published at <https://www.citibank.pl/kursy-walut/index.html>; unless these Terms and Conditions stipulate otherwise, the Online exchange Rates apply to payment transactions involving currency conversion equivalent of at least USD 1 after 11:00 p.m. on Sunday until 11:00 p.m. on Friday excluding the first two days of Christmas holiday, Easter holiday and 1 January of each year;
- 39) Table Exchange Rates - currency exchange rates in the Bank, published at <https://www.citibank.pl/poland/homepage/polish/kursy-walut.htm>, which apply, unless these Terms and Conditions stipulate otherwise, to payment transactions involving currency conversion after 11:00 p.m. on Friday until 11:00 p.m. on Sunday and on the first two days of Christmas holiday, Easter holiday and 1 January of each year. Table Exchange Rates apply to all payment transactions involving currency conversion equivalent of less than USD 1;
- 40) Biometric Method - identity verification on a Mobile Device consisting in checking the user's characteristic features (a fingerprint, iris or face map) using an appropriate functionality available on the Mobile Device;
- 41) Mobile Device Unlock Method - a method for unlocking a Mobile Device that leverages its user's knowledge;
- 42) Contactless Module - an electronic device embedded in selected types of Citicards, which communicates with a contactless reader enabling the execution of contactless transactions;
- 43) Non-Resident - a natural person who is a non-resident within the meaning of the Foreign Currency Law of 27 July 2002;
- 44) Contactless Medium - a payment card in the form of a medium (in particular in the form of a contactless sticker) equipped with a Contactless Module enabling the execution of Contactless Transactions through appropriately designated Merchants and, possibly, other transactions, depending on the functionality of the given Contactless Medium;
- 45) Debit Card Servicing - a service that allows the payer to use a payment card referred to in Article 2(15a) of the Payment Services Act if the amount of each card transaction reduces the balance on the Payer's payment account;
- 46) Recipient - a natural person, a legal person or an organizational unit without legal personality having legal capacity under statutory law that is the recipient of funds being the subject matter of a payment transaction, in particular a Merchant;
- 47) Branch - an organizational unit where the Bank provides services covered by the Agreement to its Customers;
- 48) Deposit Offer - interest rate table for Deposits published in the form of the Bank's announcement and available at the Branches, on the Bank's website ([www.citibank.pl](http://www.citibank.pl)), via Citibank Online, via Citi Mobile or via CitiPhone;
- 49) Overdraft Limit Credit Line Offer - an interest rate table for the Overdraft Limit Credit Line facility published in the form of the Bank's announcement and available at the Branches, on the Bank's website ([www.citibank.pl](http://www.citibank.pl)) or via CitiPhone;
- 50) Settlement Period - in the case of the Overdraft Limit Credit Line facility it is a calendar month;
- 51) Payment Organization - an organization that settles transactions made using Citicards - issued within the given organization; information about the Payment Organizations with whom the Bank cooperates in issuing and servicing Citicards is available via CitiPhone, at the Branches and on the Bank's website;
- 52) Minor - a person between 13 and 18 years of age with a limited capacity for legal transactions;
- 53) Pay by Link (Płać z Citi Handlowy) - an automated online payment made from a Personal Account or Savings Account in PLN with an internal transfer order in PLN or an internal transfer order in PLN via an online payments operator selected by the Customer with which the Bank has entered into an agreement. Pay by Link (Płać z Citi Handlowy) is not a payment executed by a Third Party Provider;
- 54) Attorney - a natural person authorized by the Customer to operate the Account;
- 55) Citicard PIN - Identification Codes: Debit Card PIN, Contactless Medium PIN - used to denote all of them collectively;
- 56) Citi Mobile Token PIN - a confidential six-digit Customer identification number used for authentication, including strong authentication, with the use of Citi Mobile Token;
- 57) Debit Card PIN - a confidential Customer identification number used to execute transactions using a Debit Card and to verify the Customer's identity at the Bank Branches;
- 58) Credit Card PIN - a confidential **four-digit** Customer identification number used to execute transactions **using a Credit Card** and verify the Customer's identity at the Bank Branches;
- 59) Contactless Medium PIN - a confidential four-digit Customer identification number used to execute Contactless Transactions in retail and service outlets through Merchants using a Contactless Medium and, possibly, other transactions, depending on the functionality of the given Contactless Medium;
- 60) Cash Back (Płać kartą i wypłacaj) - cash withdrawal using a Citicard with such a functionality, excluding a Virtual Card, made at a Merchant that offers such a service, directly following a non-cash transaction made using the same Citicard;
- 61) Payer - a natural person, a legal person or an organizational unit without legal personality, having legal capacity under statutory law, that submits a Payment Instruction;
- 62) Basic Payment Account - a payment account referred to in Para. 11 of the Terms and Conditions, which is opened and maintained by the Bank on the basis of a concluded Agreement for Customers who are entitled to such an account pursuant to the provisions of the Payment Services Act;
- 63) Express Elixir Transfer Order - a domestic transfer order in PLN executed as part of the Express Elixir service;
- 64) Transfer Order - a service, referred to in Article 3(4) of the Payment Services Act, except for an internal transfer order, SEPA transfer order and a transfer order in a foreign currency;

- 65) Domestic Transfer Order in PLN - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's domestic payment account with the provider in PLN;
- 66) SEPA Transfer Order - a service initiated by the payer, consisting in enabling the transfer of funds in EUR from the payer's payment account to the recipient's payment account if both or one of the providers operate in the territory of the Single Euro Payment Area (SEPA);
- 67) Cross-Border Transfer Order in EUR - a service initiated by the payer, consisting in enabling the transfer of funds in EUR from the payer's payment account to the recipient's payment account, other than a SEPA transfer order;
- 68) Cross-Border Transfer Order in Foreign Currency - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's payment account with the provider in a country other than the Republic of Poland and in a currency other than PLN and EUR;
- 69) Cross-border transfer order in PLN - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's payment account with the provider in a country other than the Republic of Poland, in PLN;
- 70) Internal Transfer Order - a service initiated by the payer, consisting in enabling the transfer of funds between payment accounts maintained by the same provider;
- 71) Transfer Order in a Foreign Currency - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's domestic payment account with the provider in a currency other than PLN and EUR;
- 72) Direct debit - a service referred to in Article 3(2) of the Payment Services Act, i.e. a payment service that consists in debiting the payer's payment account with a specific amount as a result of a payment transaction initiated by the Recipient, executed on the basis of a consent given by the Customer to the Recipient, the Recipient's provider or the Bank;
- 73) SEPA Direct Debit - a direct debit executed in EUR if both or one of the providers operate in the territory of the Single Euro Payment Area;
- 74) Direct Debit in PLN - a direct debit executed in PLN;
- 75) Deposit Product Confirmation - a list of products and services maintained for the given Customer under the Deposit Product Agreement. The Deposit Product Confirmation constitutes an appendix to the Deposit Product Agreement;
- 76) SMS Notification - a service consisting in the transmission of messages regarding the payment account, with the use of short text messages;
- 77) Banking Law - the Banking Law of 29 August 1997;
- 78) Payment Account Maintenance - a service that consists in maintaining a payment account for a consumer, allowing for storage of the consumer's funds and execution of payment transactions, including the service of opening or closing the consumer's payment account;
- 79) BLIK Account - a Personal Account debited with BLIK Transaction amounts and credited with BLIK Phone Transfer amounts, a BLIK Account cannot be a Foreign Currency Sub-Account;
- 80) Deposit Account or Deposit - a term deposit account maintained on the terms specified in Para. 10 of the Terms and Conditions, in the Deposit opening instruction and in the Deposit Product Agreement;
- 81) Savings Account - Savings Account [Konto Oszczędnościowe], SuperSavings Account [Konto SuperOszczędnościowe];
- 82) Terms and Conditions - these Bank Account Terms and Conditions;
- 83) Resident - a natural person who is a resident within the meaning of the Foreign Currency Law of 27 July 2002;
- 84) Strong Authentication - authentication that ensures protection of data confidentiality by using at least two elements from the following categories:
  - knowledge possessed by the user only;
  - possession of something held only by the user;
  - user's characteristic features (what the user is);
 incorporated into such authentication and independent of one another so that compromising one of those elements will not undermine the reliability of others;
- 85) Preparation of a Payment Transactions Summary - a service initiated by the payer, consisting in a summary of payment account transactions in a given period being prepared by the entity that maintains the payment account; the statement is prepared in paper or electronic format;
- 86) Foreign Currency Sub-Account - a bank account with a separate number maintained by the Bank within a Personal Account in EUR or one of the other foreign currencies specified in the Interest Rate Table;
- 87) SWIFT - Society for Worldwide Interbank Financial Telecommunication;
- 88) BLIK System - a mobile payment system managed by PSP, enabling execution and settlement of BLIK Transactions;
- 89) Interest Rate Table - tables of interest rates for bank products: Account Interest Rate Table, Deposit Offer and Overdraft Limit Credit Line Offer, used to denote all of them collectively;
- 90) Account Interest Rate Table - an interest rate table for Accounts constituting an appendix to the Terms and Conditions and forming an integral part thereof;
- 91) TFC - the Table of Fees and Commissions constituting an appendix to the Terms and Conditions and forming an integral part thereof;
- 92) BLIK Transaction - a payment transaction under the BLIK System made in accordance with the terms described in these Terms and Conditions:
  - a) BLIK Payment - a non-cash transaction performed under the BLIK System that requires entering a BLIK Code;
  - b) BLIK Phone Transfer - a Domestic Transfer Order in PLN or an Internal Transfer Order in PLN executed under the BLIK System on the basis of a Payment Instruction submitted in Citi Mobile, consisting in transferring funds to the Recipient's account registered in the BLIK Database and executed in real time;
  - c) BLIK Cash Withdrawal - a cash transaction that requires entering the BLIK Code, made without the use of a Citicard and executed under the BLIK System, consisting of a cash withdrawal from an ATM;
- 93) Non-cash Transaction - any payment for purchased goods and services made at retail or service outlets, as well as any payment made without the physical use of a Citicard, including orders placed in writing, by phone, electronically or via Citibank Online;
- 94) Cash Transaction - any Cash Deposit or Cash Withdrawal at ATMs, banks or at Merchants that offer such a functionality;
- 95) Contactless Transaction - a non-cash transaction, including a cross-border payment transaction made with a Citicard or a cash transaction, including cash deposit, cash withdrawal or a cross-border payment transaction made using a Citicard, made using a Citicard equipped with a Contactless Module or using a Mobile Device at retail and service outlets equipped with a terminal with a contactless reader, at ATMs equipped with a contactless reader or in other devices equipped with a contactless reader;
- 96) Cross-Border Payment Transaction with the use of a Citicard for Non-Cash Payments - a service consisting in the execution of non-cash payment transactions with the use of a debit card in the territory of another member state with or without the physical use of the card;

- 97) Cross-Border Payment Transaction with the use of a Citicard for Cash Payments - a service consisting in a withdrawal of funds from the consumer's payment account in the territory of another member state using a device enabling such a withdrawal or at the provider's outlet;
- 98) Cross-border payment service - a direct debit service provided by the Bank as the provider of the payer's payment services, if the provider of the Recipient's payment services is located in a European Union member state outside the territory of the Republic of Poland;
- 99) Agreement - a Deposit Product Agreement, a "Citibank Personal Account" Bank Account Agreement or a "Citibank Savings Account/Citibank SuperSavings Account" Bank Account Agreement, or another bank account agreement to which these Terms and Conditions apply;
- 100) Citicard Agreement - an agreement that constitutes a separate agreement in the case of Customers who have not entered into a Deposit Product Agreement with the Bank (referred to in certain Agreements and previous versions of the Terms and Conditions and in other documents as the "Citicard Agreement") or a part of the Deposit Product Agreement in the case of Customers who have entered into a Deposit Product Agreement with the Bank;
- 101) Deposit Product Agreement - an agreement that lays down the rules for maintaining a payment account(s) (Account(s)) by the Bank, as well as activation and deactivation of products and services offered by the Bank via CitiPhone, Citibank Online and at the Branches;
- 102) Unique Identifier - a payment account number within the meaning of the Payment Services Act, provided in NRB format, IBAN format or another unique identifier agreed in the Agreement, used in the execution of payment transactions to identify the Recipient;
- 103) Mobile Device - a multifunctional electronic device with access to the Internet and with the macOS, iPadOS, iOS or Android operating system, including without limitation a device which can communicate with a terminal and has the ability to perform contactless transactions;
- 104) Citibank Online - a service consisting in access to a payment account through the Internet that enables the Customer to check the balance on the payment account, to modify limits for non-cash payments and debit card transactions or to submit other instructions to the payment account;
- 105) CitiPhone - a service enabling access to a payment account by telephone via the provider's hotline that enables the Customer, in particular, to check the balance on the payment account or to submit other instructions to the payment account;
- 106) Incoming Call Identification Service - a functionality that allows for identification of a Customer who is making a call under CitiPhone using the Primary Mobile Phone Number; such identification is carried out based on the entered CitiPhone PIN;
- 107) Payment Services Act - the Act of 19 August 2011 on payment services;
- 108) Authentication - a procedure enabling the Bank to verify the Customer's (or Attorney's) identity or validity of use of a specific payment instrument, including the use of individual authentication data;
- 109) Citibank Online Authentication - authentication of Cashless Transactions carried out without physical use of the Debit Card via the Internet, involving electronic identification of the Customer in Citibank Online through entering the user's name and the Citibank Online password;
- 110) Mobile Authentication - authentication of a Payment Instruction or any other activity with a Citi Mobile Token;
- 111) Mobile Device Authentication - authentication using a Biometric Method or a Mobile Device Unlock Method;
- 112) End User - a Customer using Citibank Online or demanding the provision of the Citibank Online service;
- 113) Deposit - any non-cash or cash instruction, including a cash deposit, resulting in an inflow of funds into the account;
- 114) Cash Deposit - a service consisting in a cash payment into the consumer's payment account using a device enabling such a payment or at the provider's outlet;
- 115) Joint Holders - two, three or four Customers who jointly hold one Account;
- 116) Statement - monthly information on changes in the account status and determination of the balance;
- 117) Payment Card Issuing - a service consisting in issuing a payment card, referred to in Article 2(15a) of the Payment Services Act;
- 118) Issuing a Certificate on the Payment Account Operated - a service consisting in a certificate with information about a payment account or services provided to the consumer being issued by the entity that maintains the payment account;
- 119) Cut-off Times List - a list of hours designating the time during a Business Day after which the Payment Instruction is deemed received on the first Business Day after that date; the Cut-off Times List constitutes an appendix to the Terms and Conditions and forms an integral part thereof;
- 120) List of Representative Services - the list of representative services linked to the payment account that are most commonly used by consumers on the domestic market, subject to a fee charged by at least one service provider operating in the territory of the Republic of Poland, published in the form of a regulation by the competent minister;
- 121) Withdrawal - any cash or non-cash instruction, including a cash withdrawal, resulting in an outflow of funds from the account (account debiting);
- 122) Cash Withdrawal - a service consisting in a cash withdrawal from the consumer's payment account using a device enabling such a withdrawal or at the provider's outlet;
- 123) 3D Secure Authentication / 3D Secure - a method of authenticating Payment Instructions made via the Internet using a Debit Card, without the physical use of the Card, consisting in the Customer entering the 3D Secure Password (for MasterCard Debit Cards - under the name "MasterCard SecureCode") received to the Primary Mobile Phone Number and ePIN;
- 124) Fee Summary - a summary of fees and commissions charged by the Bank for payment account services, which includes information about the interest rate on funds in the payment account and the total amount of interest payable for the period, delivered to the Customer free of charge at least once a calendar year, in the form agreed with the Customer;
- 125) Payment Instruction - a statement made by the Customer or Recipient to the Bank, containing an order to initiate or carry out a payment transaction;
- 126) Standing Order - a service initiated by the payer, consisting in a cyclical transfer of a specific amount of funds from the payer's payment account to the recipient's payment account.

## Chapter II. DEPOSIT PRODUCT AGREEMENT

### Para. 2. DEPOSIT PRODUCT AGREEMENT

1. The Customer and the Bank may enter into one individual Deposit Product Agreement, which provides the basis for the Customer's use of the Bank's products and services indicated in the Deposit Product Confirmation as well as other products and services offered by the Bank and activated by the Customer during the term of the Deposit Product Agreement.
2. If a Deposit Product Agreement is made between the Bank and a Customer for whom the Bank already maintains an individual Personal Account or Savings Account, the making of the Deposit Product Agreement will result, subject to Subpara. 24 below, in replacing all the provisions of individual agreements previously concluded between the Customer and the Bank with the provisions of the Deposit Product Agreement. This applies in particular to: the "Citibank Personal Account" Bank Account Agreement, the "Citibank Savings

Account"/"Citibank SuperSavings Account" Bank Account Agreement and the Citicard Agreement as amended and supplemented. All the service and product settings (including the bank account numbers and Identification Codes) will remain unchanged.

3. An Agreement may be made following the delivery of documents and information confirming the identity of the person applying for the making of the Agreement, as indicated by the Bank. The Bank may request additional documents and information from the Customer required to meet the obligations pursuant to the Act on Counteracting Money Laundering and Terrorism Financing of 1 March 2018.

Before making the Deposit Product Agreement, in good time, the Bank will present the Customer with the Fee Information Document in accordance with the Payment Services Act. The Bank presents the Customer with the Fee Information Document also if there is a change in the amount of fees charged for a service included in the list of representative services.

Before opening a Basic Payment Account for the Customer, the Bank may verify, through the Centralized Information on Accounts maintained by Krajowa Izba Rozliczeniowa S.A. if the Customer already has another payment account that enables making transactions referred to in Para. 11 of the Terms and Conditions, maintained by a payment services provider in the territory of the Republic of Poland.
4. At the time of making a Deposit Product Agreement, the Customer will receive a Deposit Product Confirmation, which lists all the products and services that:
  - a) were maintained for the Customer by the Bank on the basis of agreements entered into before the date of making the Deposit Product Agreement and for whom the newly made Deposit Product Agreement replaces the individual agreements, and
  - b) were activated at the moment of concluding the Deposit Product Agreement, subject to Subpara. 6 below.
5. A Customer who enters into a Deposit Product Agreement with the Bank will sign a Customer Data Form that constitutes an appendix to the Deposit Product Agreement and includes the Personal Data submitted by the Customer to the Bank. The Customer will be obliged to provide the Bank with their true Personal Data. The Customer's Personal Data will be used by the Bank for the purpose of communication with the Customer, including identification, correspondence delivery, authentication, authorization and any other activities that may be required to perform the Deposit Product Agreement.
6. A Customer who enters into a Deposit Product Agreement should have an Account under an agreement made into before the making of the Deposit Product Agreement or activated on the basis of the Deposit Product Agreement. If the Deposit Product Agreement is made outside a Branch, the Account will be activated upon delivery of the Deposit Product Agreement to the Bank according to the procedure specified in Subpara. 11(d) below. If the Customer amends or supplements the Deposit Product Agreement, the Account will be activated after the Deposit Product Agreement, as amended by the Customer and approved by the Bank, has been delivered to the Bank and signed by the Bank. Throughout the term of the Deposit Product Agreement, the Customer will hold at all times at least one Account under the given Deposit Product Agreement.
7. Under the Deposit Product Agreement:
  - a) the Customer may use the products and services indicated in the Deposit Product Confirmation;
  - b) the Customer may activate further products and services to the extent specified in these Terms and Conditions and then use the products and services thus activated;
  - c) the Customer may deactivate products and services used by them under the Deposit Product Agreement.
8. The provisions of these Terms and Conditions, subject to the provisions of Para. 11 hereof laying down the rules for maintaining a payment account that is a Basic Payment Account, apply in full to the individual products and services indicated in the Deposit Product Confirmation as well as the products and services activated during the term of the Deposit Product Agreement.
9. Based on the Deposit Product Agreement, the Customer obtains access to CitiPhone and Citibank Online, which are communication channels with the Bank.
10. A Customer who has concluded a Deposit Product Agreement may, during its term, activate the following products and services
  - a) at a Branch or via Citibank Online or CitiPhone:
    - i. a Personal Account, including Foreign Currency Sub-Accounts;
    - ii. Savings Accounts;
    - iii. Deposits;
    - iv. a Citicard payment card, excluding a Virtual Card;
    - v. other products and services offered by the Bank and made available to Customers under the Deposit Product Agreement;
  - b) via Citi Mobile:
    - i. a Foreign Currency Sub-Account provided that the Citibank Global Wallet service has been activated first;
    - ii. Deposits;
    - iii. a Virtual Card.
11. The activation of a product or service becomes effective only after it has been confirmed by the Bank. Such confirmation is provided:
  - a) in the case of activation performed at a Branch, by preparing a Deposit Product Confirmation that includes the activated product or service in the list of all products or services held by the Customer;
  - b) in the case of activation via Citibank Online or via Citi Mobile, by making an activation confirmation for the given product or service available in Citibank Online or in Citi Mobile, respectively;
  - c) in the case of activation via CitiPhone, by reading out an activation confirmation for the given product or service to the Customer;
  - d) in the case of a Deposit Product Agreement made outside a Branch, after the Bank has verified the documents signed by the Customer, in the form of a text message and/or electronic message (e-mail) sent to the Customer's Primary Mobile Phone Number and/or Primary E-Mail Address.
12. Activation confirmation for products or services made in accordance with Subpara. 11 of this paragraph is considered an update of the Deposit Product Confirmation.
13. Regardless of the method of making the agreement, the Customer may withdraw from the Deposit Product Agreement in full within 14 days of its making through a written statement that may be submitted by the Customer at a Branch or sent to the Bank's address. In such a case, the parties should return to each other everything they have received at the time of making the Agreement, and the Bank will retain the right to remuneration for the services performed during that time in accordance with the TFC.

The Customer may withdraw from the agreement to the extent that it provides for issuing a payment card within 14 days of receiving a payment card for the first time under that agreement if they have not executed any payment transaction using that card.
14. The Customer may terminate the Deposit Product Agreement without stating reasons upon one month's notice by way of:
  - a) a written notice of termination of the Agreement filed with a Branch;
  - b) a written notice of termination sent to the Bank's address; in the case of any doubt as to the authenticity of the notice, the Bank reserves the right to confirm the same by telephone;
  - c) a notice of termination filed via CitiPhone, upon verification;
  - d) a notice of termination filed via Citibank Online (with the exception of Citi Mobile).

15. In the event of the Customer's death, the provisions of Para. 4(10) and (11) of these Terms and Conditions (if the deceased Customer was a Joint Account Holder) and Para. 35 of these Terms and Conditions will apply.
16. Termination or expiry of the Deposit Product Agreement will result in automatic deactivation of all the products and services provided under such an agreement, unless otherwise provided by applicable law.
17. In the event of material reasons mentioned in Para. 31(3) or the Bank's decision to discontinue offering a given product or service, or changes in the Bank's IT systems, if such changes affect the provision of services or products offered by the Bank, the Bank may deactivate individual services covered by the Deposit Product Agreement, with effect 2 months after the date of submitting a relevant statement. If such deactivation should result in closing all the Accounts maintained for the Customer, such statement will be equivalent to termination of the Deposit Product Agreement.
18. The Customer may, within 10 days of the activation date, deactivate, with immediate effect, a product or service activated under the Deposit Product Agreement, provided that the activation was performed via Citibank Online or via CitiPhone. Change in the type of the Personal Account is not be considered activation or deactivation of a product or service.
19. The Customer may deactivate individual products and services covered by the Deposit Product Agreement, with effect 1 month after the date of submitting a relevant statement or earlier upon the Bank's consent. Furthermore, the Customer may deactivate a given product or service in each case these Terms and Conditions or legal regulations provide for the possibility of terminating an agreement concerning a specific product or service. If such deactivation should result in closing all the Accounts maintained for the Customer or losing access to the Account via Citibank Online and CitiPhone, such statement will be equivalent to termination of the Deposit Product Agreement. The Customer's statement on product or service deactivation may be submitted via CitiPhone or Citibank Online (with the exception of Citi Mobile) or in writing.
20. The provisions of these Terms and Conditions related to termination of agreements concerning individual products or services apply to the results of deactivation as referred to in the previous subparagraphs, except for deactivation with immediate effect, which is tantamount to the Customer's withdrawal from the agreement concerning the given product or service.
21. The Bank may submit a statement on termination of the Deposit Product Agreement or deactivation of individual products and services solely in writing.
22. The Deposit Product Agreement may be entered into as a joint agreement between the Bank and two, three or four Joint Holders (a Joint Deposit Product Agreement). The same Joint Holders may entered into only one Joint Deposit Product Agreement.
23. In the case of a Joint Deposit Product Agreement:
  - a) the provisions of these Terms and Conditions concerning joint products and services (i.e. Personal Account, Savings Accounts) will apply to the joint character of products and services provided under the Deposit Product Agreement, in particular with respect to the scope of instructions that may be submitted by each of the Customers;
  - b) each Customers has a separate and independent access to communication channels with the Bank;
  - c) each Customers is entitled to activate and deactivate, with effect for the other Customers, only those products and services that may be joint products and services in accordance with these Terms and Conditions, except for Citicard, linked to the joint Account but assigned to only one of the Joint Holders. The Bank may refuse to maintain a given Account or a given type of Account as a joint account;
  - d) all Customers are required to act jointly to change the parties to the Agreement or transform it into an individual agreement;
  - e) termination of or withdrawal from the Agreement by one of the Customers has an effect on the other Customers.
24. If a Joint Deposit Product Agreement is made between the Bank and Joint Holders for whom the Bank already maintains a joint Personal Account or Savings Accounts, the making of the agreement will result in replacing all the provisions of joint agreements previously entered into between the Joint Holders and the Bank with respect to the services covered by the Agreement with the provisions of the Agreement. In particular, this applies to:
  - a) the "Citibank Personal Account" Bank Account Agreement;
  - b) The "Citibank Savings Account" / "Citibank SuperSavings Account" Bank Account Agreement, as amended and supplemented.
 Furthermore, a Joint Deposit Product Agreement replaces the provisions of agreements other than agreements regulating Account maintenance that have been made individually by the Joint Holder with the Bank before the making of the Joint Deposit Product Agreement; in particular, this applies to a Citicard Agreement.  
 If the Joint Holder makes multiple Joint Deposit Product Agreements or at least one Joint Deposit Product Agreement in addition to an individual Deposit Product Agreement, the effect of replacing the provisions of agreements other than agreements regulating Account maintenance that have been made individually by the Joint Holder before the making of the Joint Deposit Product Agreement or the Deposit Product Agreement will take place on the basis of the first agreement made with the Bank, and upon its expiry, or deactivation of products and services maintained under such agreement, the Joint Holder may use such products and services on the basis of a Joint Deposit Product Agreement or Deposit Product Agreement made on a later date.  
 All service settings (including the bank account numbers and Identification Codes) will remain unchanged, and the products and services previously provided by the Bank to all the Joint Holders or to one of the Joint Holders, subject to the above provisions, including any products and services applied for at the time of concluding the Agreement, are specified in the Deposit Product Confirmation.
25. A Joint Deposit Product Agreement may also be made if one of the Customers is a Minor. By signing a Joint Deposit Product Agreement together with a Minor, the statutory representative consents to the Minor signing the Joint Deposit Product Agreement and disposing independently of the funds accumulated in the Account opened under that Agreement. Para. 5 of these Terms and Conditions applies to instructions submitted by a Minor.

## **Chapter III. BANK ACCOUNTS AND DEPOSITS**

### **A. ACCOUNT HOLDER**

#### **Para. 3 ACCOUNT HOLDER**

1. The Bank may maintain a payment account (the Account) for one Customer under an individual Agreement. The Customer may be the holder of one Account maintained under an individual Agreement.
2. The Customer may, apart from signing an individual Agreement, also be a Joint Account Holder under an Agreement signed jointly with other persons pursuant to Para. 4 of the present Terms and Conditions. The Customer may also be solely a Joint Account Holder of one or multiple accounts, without signing an individual Agreement.
3. The Customer should indicate to the Bank their foreign exchange status (Resident or Non-Resident) and inform the Bank promptly of any changes thereof.

#### Para. 4. JOINT ACCOUNT HOLDERS

1. The Bank may maintain a payment account (the Account) jointly for two, three or four persons, provided, however, that the Bank may maintain a payment account as a Joint Account for the same Joint Account Holders. If an Account was opened for several persons as a Joint Account, subject to the provisions of the present Terms and Conditions, each Joint Holder will have the right to independently dispose of the funds in the Account. A Customer who holds a particular type of Account as their individual Account may only hold the same type of Account as a Joint Account of which they are the first Joint Holder.
2. The Joint Holders will be jointly and severally liable to the Bank for all and any obligations under the Agreement, the Account balance and the banking operations involving that Account, including the consequences of execution of the Joint Holders' instructions resulting from their individual, differing decisions.
3. In order to sign an Agreement, appoint an Attorney and transform a Joint Agreement into an Individual Agreement or into a Joint Agreement for the remaining Joint Holders, it is necessary that all Joint Holders submit concordant declarations of intent. A termination of a Joint Account Agreement will require the consent of the Joint Holder who has submitted the notice of termination of that Joint Account Agreement.
4. In the case of transformation of an individual Deposit Product Agreement into a Joint Deposit Product Agreement:
  - a) All individual Accounts maintained under the relevant Deposit Product Agreements will be transformed into Joint Accounts;
  - b) The Powers of Attorney established for each individual Agreement will be extinguished.
5. In the event that a Joint Deposit Product Agreement is signed with the Bank by the Joint Holders and the Bank has already signed a "Citibank Personal Account" Bank Account Agreement or a "Citibank Savings Account" Bank Account Agreement or a "Citibank SuperSavings Account" Bank Account Agreement or any other agreement to which the present Terms and Conditions apply, or in the event that a Joint Deposit Product Agreement with the Bank is signed by the Joint Holders for some of which the Bank has already signed joint "Citibank Personal Account" Bank Account Agreements or "Citibank Savings Account" Bank Account Agreements or "Citibank SuperSavings Account" Bank Account Agreements or any other agreement to which the present Terms and Conditions apply, the Joint Deposit Product Agreement will cover only the Account determined by the Parties to the Deposit Product Agreement.
6. Each Joint Holder may terminate the Agreement at any time subject to a one-month period of notice effective for the remaining Joint Holders.
7. An Attorney may be revoked at any time by any of the Joint Holders. The Joint Holder revoking the Attorney will be obliged to notify the Bank thereof without delay at a Branch or via CitiPhone, or in writing.
8. All actions under the Agreement, except for the actions referred to in Subpara. 3, may be performed independently by any of the Joint Holders with effect for the remaining Joint Holders.
9. All Joint Holders of a single Account must have the same exchange status (Resident or Non-Resident).
10. The death of a Joint Account Holder does not cause the Agreement to expire; such an Agreement will continue on unchanged terms with the surviving Joint Holders. The heirs will not become Parties to the Agreement in place of the deceased Joint Holder.
11. Where there are two Joint Holders, the death of either of them will cause the Joint Agreement to become an Individual Agreement.

#### Para. 5. MINORS' ACCOUNT

1. The Bank may maintain a payment account for a Minor together with one or two of the Minor's statutory representatives as a Joint Account.
2. In the case of death of a Minor's statutory representative or upon their loss of statutory representative status, the Agreement will expire unless the Minor's second statutory representative is a Party to the Agreement.
3. As soon as the Minor attains majority, they become a full Joint Holder together with the remaining Joint Holders - their hitherto statutory representatives.
4. By signing an Agreement together with a Minor, the statutory representative consents to the Minor signing the Agreement and disposing independently of the funds accumulated in the Account opened under the Agreement.
5. All changes in respect of the terms on which an Account is maintained for a Minor, in particular the changes to the parties to the Agreement, changes of the type of the Account, appointing and revoking Attorneys and activation or deactivation of products and services under a Deposit Product Agreement may only be effected upon an application and with the consent of the Minor's statutory representative who is Party to the Agreement. Similarly, the Agreement will be terminated if the notice of termination or representation concerning the withdrawal is submitted by the statutory representative who is party to the Agreement.
6. Under the Deposit Product Agreement, a statutory representative may activate or deactivate individual products and services for the benefit of the Minor, in particular the Citicard. The PIN to the Citicard is set by the Minor. The Minor may activate their Virtual Card only in Citi Mobile.

#### Para. 6. ATTORNEY

1. The Customer may appoint an Attorney to operate the Account. The Power of Attorney may be granted in writing in the form of a Customer's declaration of intent signed by the Attorney and filed at a Branch. Such power of attorney will enable the Attorney to perform all actions in connection with management of the Account and to submit the instructions involving the Account under the Agreement, including independent disposal of the funds accumulated in the Account and opening and closing of the Deposits or Foreign Currency Sub-Accounts with the exception of the right to:
  - a) submit instructions in the event of death;
  - b) grant further powers of attorney;
  - c) terminate, give notice of termination or amend the Agreement.
2. In the case of powers of attorney that are not granted in the presence of a Bank employee, the signature of the principal, i.e. the Customer, must be consistent with the specimen signature provided at the Bank or with a signature that has been notarized, officially certified, or otherwise agreed with the Bank.
3. If the Power of Attorney has been signed before a foreign notary, its conformity with the law of the place of issue should be certified by a Polish diplomatic post unless it was issued in a country with which the Republic of Poland has entered into and ratified relevant international agreements discharging it from this obligation. If such a Power of Attorney has been issued in a country being a party to the Hague Convention on Abolishing the Requirement of Legalization for Foreign Public Documents, the Power of Attorney should be appended with an Apostille clause.
4. If the Power of Attorney was drafted in a foreign language, it should be translated into Polish by a certified translator of the Polish language.
5. Subject to the scope of authorization arising from the wording of the Power of Attorney, the Attorney may submit instructions in person at a Branch or execute transactions using a Citicard, except for the CitiPhone Telephone Banking Service and the Citibank Online Electronic Banking Service and, if he/she is not a Customer, he/she cannot execute transactions using Citicard authorized



via Citibank Online Authentication and 3D Secure Authentication. A legal transaction performed by an Attorney within the right of authorization produces legal effects directly for the Customer.

6. A power of attorney may be revoked by the Customer at any time in writing at a Branch, through CitiPhone, through Citibank Online or by way of a written revocation delivered to the Bank.
7. The Customer may apply for the Attorney to be issued a Citicard or consent to the Attorney operating the Account with the use of a Citicard issued to them. The first card issued to an Attorney may only be activated at a Bank branch.
8. Subject to the scope of the received authorization arising from the wording of the Power of Attorney, the Customer or the Attorney may cancel a Citicard issued to the Attorney at any time. The cancellation becomes effective as soon as the Bank is notified thereof at a Branch or via CitiPhone.
9. Provisions of the Agreement and of the Terms and Conditions concerning the Customer's rights and obligations in respect of the payment services provided by the Bank to the Customer apply accordingly to the appointed Attorney, subject to the scope of the received authorization.

## **B. BANK ACCOUNT TYPES**

### **Para. 7. COMMON PROVISIONS**

1. The Bank maintains a payment account (the Account) for the Customer who has signed an Agreement with the Bank. The Customer may submit an instruction for an Account to be opened upon the signing of a Deposit Product Agreement, as well as before its signing or after its signing, by submitting the relevant instruction.
2. The Agreement between the Bank and the Customer is made in writing by way of both parties signing the Agreement or in any other legally permitted form. Where a Deposit Product Agreement has already been made, the Customer may submit an instruction to activate:
  - a) an additional Account via CitiPhone and Citibank Online (with the exception of Citi Mobile) as well as at a Branch;
  - b) A Foreign Currency Sub-Account via CitiPhone and Citibank Online, via Citi Mobile under Citibank Global Wallet as well as at the Branch.
3. Depending on the Customer's foreign exchange status, the Bank maintains a payment account for the Customer as a Resident's Account or as a Non-Resident's Account.
4. The Personal Account and Savings Accounts may not be used for the purposes related to the Customer's business or professional activity within the meaning of the Polish Business Owners' Law of 6 March 2018. Where a Personal Account or Savings Accounts are used for the purposes related to the Customer's business activity, the Bank will have the right to terminate the Agreement in whole or in part. If the Bank suspects that a Personal Account or Savings Accounts is/are being used for purposes related to the Customer's business or professional activity, the Bank may request clarifications and/or documents.

### **Para. 8. PERSONAL ACCOUNT**

1. The Customer's primary bank account is a personal account maintained in PLN. Within the framework of the Personal Account, the Customer will have the right to open a Foreign Currency Sub-Account in a currency specified in the Interest Rates Table, with a separate bank account number. The Customer may open a maximum of one Foreign Currency Sub-Account in a given currency.
2. Within its range of products, the Bank maintains different types of Personal Accounts with varying functionalities and fees as indicated in the TFC. The Bank may render the maintenance of an individual type of payment account (Personal Account) contingent upon fulfillment of the conditions set forth in the TFC.
3. The Customer will have the right to change the type of the Personal Account maintained for them. For accounts with variable interest rates, the change in the interest rate will occur as of the date on which the Personal Account type is changed and will correspond to the type of Personal Account in question. An application for a change of the Personal Account type may be submitted at a Branch, via CitiPhone or via Citibank Online (excluding Citi Mobile). A Personal Account type may only be changed to a Personal Account type offered by the Bank on the day on which the Personal Account type change instruction is submitted.
4. If during three (3) consecutive months, the Customer:
  - does not fulfill the conditions specified in the TFC for free maintenance of the Personal Account type in question, and
  - does not provide sufficient funds in the account to cover in full all fees and commissions due indicated in the TFC for the Personal Account type in question;the Bank will have the right to notify the Customer of its intention to change the type of Personal Account maintained for the Customer.
5. The Bank will change the type of Personal Account if the Customer does not fulfill the aforementioned conditions by the end of the second full calendar month from the date the notification was served. Should this be the case, the Bank will charge no additional fees for the change of the Bank Account type.
6. The Personal Account type will be changed to a Personal Account type currently offered by the Bank, which will be indicated by the Bank in the notification sent to the Customer.
7. Where the Customer fulfills the criteria for a Personal Account type other than that specified by the Customer, the Bank will have the right to suggest that the type of Personal Account maintained for the Customer be changed.
8. For each Personal Account type change, the Bank will deliver to the Customer the applicable TFC if the Customer has not received such a TFC previously; the TFC will be delivered in the manner provided for delivery of the amendments to the present Terms and Conditions and for TFC amendments.

### **Para. 9. SAVINGS ACCOUNTS**

1. The Bank may maintain a payment account being a Savings Account or a number of Savings Accounts for the Customer under the Agreement. The Customer may submit an application for an Account to be opened upon the signing of a Deposit Product Agreement as well as after its signing by submitting the relevant instruction. A Customer who has not signed a Deposit Product Agreement may open an additional account within the framework of a Savings Account or SuperSavings Account in a currency other than the one held previously if the Agreement signed by the Customer provides for such an option.
2. The types of Savings Accounts offered by the Bank, the currencies in which they are maintained and the relevant fees and interest rates are set forth in the TFC and in the Interest Rate Table.

### **Para. 10. DEPOSIT ACCOUNT**

1. The Customer may submit an instruction to the Bank for a Deposit to be opened using the funds available in the Personal Account. When making instructions, the Customer specifies the currency, amount, kind of Deposit Account and the contractual period of maintaining the Deposit Account (the Contractual Term), as well as the means of interest payment.

2. The currencies, Contractual Terms, minimum amounts and the Deposit interest rates offered by the Bank are specified in the Interest Rate Table.
3. The Deposit is opened upon the execution of an internal transfer order of funds from the Personal Account (including from a Foreign Currency Sub-Account in the currency of the Deposit). Upon the expiry or termination of the Deposit the funds are transferred back to the above Personal Account (Foreign Currency Sub-Account). In the case of Cancellation of the Deposit, the Customer may indicate another Personal Account or Foreign Currency Sub-Account, of which they are the Holder or a Joint Holder, which is run in the same currency as the Account, from which the Deposit was opened, to which funds are to be transferred upon the cancellation of the agreement.
4. The Deposit Interest rate remains unchanged for the entire term of the Deposit.
5. Withdrawal of funds from the Deposit during its term will result in the Deposit being terminated unless the Deposit was opened on different terms.
6. If the Customer submits an instruction for a Deposit to be opened on a day other than a Business Day, the Deposit will be opened on the following Business Day.
7. If the Deposit maturity date falls on a day other than a Business Day, the Deposit will mature on the following Business Day.
8. Unless the Customer's instructions state otherwise, the Contractual Term will be renewed for another Contractual Term of similar length, using the Interest Rates Table applicable on the date of the renewal. On the date of the Deposit renewal, the interest will be added to the amount of funds gathered in the Deposit unless the Customer files otherwise.
9. Deposits may not be opened from a Savings Account.

#### **Para. 11. BASIC PAYMENT ACCOUNT**

1. The Bank maintains basic payment accounts. A Basic Payment Account is intended for customers, for whom no provider payment services provider within the framework of business conducted in Poland maintains a payment account in the Polish currency (PLN) enabling the execution of transactions mentioned in Subpara. 5 below.
2. The bank will open a Basic Payment Account pursuant to the Basic Payment Account Agreement made with the Customer. The Basic Payment Account specifies the scope of use of the provisions of the present Terms and Conditions with respect to the Basic Payment Account. The Bank will open a Basic Payment Account for an indefinite period of time.
3. The Bank will open a Basic Payment Account as:
  - a) an individual account;
  - b) a joint account within the understanding of Para. 4 of the Terms and Conditions.
 In the case of the Basic Payment Account being a joint account, each of the consumers filing for the opening of a Basic Payment Account must meet the conditions specified in the Act on Payment Services. The Bank will open a Basic Payment Account for minors as stipulated by Para. 5 of the Terms and Conditions.
4. The Bank will open a Basic Payment Account based on an application filed in a written or oral form in a Branch.
5. Within the framework of the Basic Payment Account the Bank enables:
  - a) making deposits to the Account, including in cash;
  - b) making withdrawals from the Account in any Member State, at an ATM, at a Branch in the Bank's working hours, or using a payment terminal if stipulated by the Agreement;
  - c) execution of payment transactions on the territory of the Member States, including direct debit transactions (including one-off direct debits); execution of transactions with the use of a Citicard payment card or any other Payment Instrument, or through executing the direct debit service, a SEPA transfer order, or a transfer order in a foreign currency including standing orders, in particular using a device that accepts Payment Instruments, at a Branch or via means of electronic access to the account, where in the case of payment transactions executed with the use of a Citicard payment card the Basic Payment Account enables executing payment transactions without the physical use of a Citicard and the possibility for payment transactions made with the use of a Citicard to be accounted for by the Bank.
6. The Bank will be entitled to terminate the Basic Payment Account Agreement if:
  - a) The Customer used the Basic Payment Account for unlawful purposes as a result of their willful misconduct or gross negligence;
  - b) It is reasonably suspected that the funds accumulated in the Basic Payment Account originate from criminal activity or are related to such activity;
  - c) No transactions were executed in the Basic Payment Account for over 24 consecutive months, with the exception of fee collection or accrual of interest to the funds accumulated in the account transactions;
  - d) The Customer has submitted untrue information or has concealed true information in the Basic Payment Account application if the submission of true information would result in the application to be rejected;
  - e) The Customer has resided illegally in one of the Member States;
  - f) The Customer, and in the case of a Joint Account any of the Joint Holders, has entered into a different payment account agreement enabling the execution of transactions referred to in Subpara. 5 above, on the territory of the Republic of Poland.
7. The Bank may terminate the Basic Payment Account Agreement for reasons specified in Subpara. 6(c), (e) and/or (f) above, with an at least two-month termination notice. The Bank may terminate the Basic Payment Account Agreement for reasons specified in Subpara. 6(a), (b) and/or (d) above, with immediate effect.
8. In the case of termination of the Basic Payment Account for reasons specified in Subpara. 7 above, the Customer will indicate to the Bank in what way they wish to have the funds accumulated in the Basic Payment Account reimbursed. If the Bank does not receive such information from the Customer, the Bank may deposit the funds accumulated in the Basic Payment Account in a court deposit or otherwise secure the funds accumulated in this account. The Bank will inform the Customer about the method of securing the funds in writing.

### **Chapter IV. BANK MONETARY SETTLEMENTS**

#### **Para. 12. GENERAL PROVISIONS**

1. Within the framework of a Personal Account, without the need for additional activation, the Bank will execute monetary settlements, upon the Customer's instructions, in the following forms:
  - a) cash withdrawal or cash deposit at a specified Branch or at an ATM;
  - b) a transfer order, a SEPA transfer order, an internal transfer order, a transfer order in a foreign currency;
  - c) direct debit, standing order;

- d) transactions with the use of a Citicard, including cashback, as well as other cash withdrawals with the help of Merchants;
  - e) transactions with the use of a Virtual Card;
  - f) BLIK transactions.
2. Within the framework of a Savings Account, the Bank will, upon the Customer's instructions, perform the monetary settlements referred to in Subpara. 1(a), (b) and (d), and in the case of a regular payment of an insurance premium towards the insurance products available with the Bank's intermediation, specified on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)), also in the form specified in (c). Such monetary settlements may not be performed at ATMs.
  3. Within the framework of a Super Savings Account, the Bank will, upon the Customer's instructions, perform the monetary settlements referred to in Subpara. 1(a), (b) and (d), and in the case of a regular payment of an insurance premium towards the insurance products available with the Bank's intermediation, specified on the Bank's website ([www.citihandlowy.pl](http://www.citihandlowy.pl)), also in the form specified in (c). In the case of execution of direct debit or a standing order, the provisions of Para. 34(8) do not apply. Such monetary settlements may not be performed at ATMs.
  4. The Bank and the Customer may agree on other forms of accepting orders, including Payment Instructions.
  5. The Bank, having regard to the security of funds accumulated in the Account, may introduce security procedures pertaining to any form of the Customers placing Payment Instructions. In particular, the Bank may require the Customer to confirm Payment Instructions by phone, provided that the Customer was informed of this requirement when submitting the Payment Instruction. In order to obtain the confirmation, the Bank will contact the Customer immediately under the number indicated by the Customer as their contact number. The Payment Instruction will be deemed received by the Bank after the above confirmation is received.
  6. The Bank executes the Payment Instruction if there are funds in the Account sufficient to execute the Payment Instruction and to cover the fee or commission due to the Bank in consideration of execution of the Payment Instruction, the Payment Instruction does not involve countries or entities subject to international sanctions or embargoes, in particular those established by the EU, the US or the UN and, in addition, with respect to a Payment Instruction of a transfer order, SEPA transfer order, FX transfer order or an internal transfer order, provided that:
    - a) The Customer has provided the Bank (directly or through a Third Party Provider or through a Pay by Link provider (Płacę z Citi Handlowy)) with the correct Unique Identifier required for the initiation or execution of the Payment Instruction; and
    - b) the Customer has provided the Bank (directly or through a Third Party Provider or through a Pay by Link provider (Płacę z Citi Handlowy)) with all information required in the Rules for Submission of Payment Instructions for the initiation or execution of a Payment Instruction; and
    - c) the amount of the Payment Instruction in a foreign currency is equal to or greater than one unit of that currency, except for JPY and HUF where the minimum Payment Instruction amount is 100 currency units.
  7. The Bank will execute Payment Instructions with the exception of direct debit and payment made using the Citicard, based on a Unique Identifier provided by the Customer.
  8. A detailed scope of information to be provided by the Customer in order to properly initiate and execute a Payment Instruction is described in the Payment Instruction Manual appended to the present Terms and Conditions.
  9. The Bank is entitled to refuse the execution of the Payment Instruction submitted by the Customer in case where the Customer failed to fulfill conditions set forth in the Agreement and the Terms and Conditions, or where the possibility or obligation to refuse stems from separate provisions of the law. The Bank may also refuse execution of a Payment Instruction if it suspects that the entity submitting the Payment Instruction is not authorized to do the same or the access to the Account is illegal.
  10. The Bank has the right to refuse to execute a Payment Instruction submitted by the Customer because of the subject and purpose of the Payment Instruction if the payment transaction subject to the Payment Instruction raises a justified suspicion that the Card is used for unlawful purposes or involves an increased risk for the security of payment services provided by the Bank. The cases mentioned in the present Subpara. are Payment Instructions of sale or purchase of cryptocurrencies, virtual currencies or property rights of a similar legal or economic nature that are associated with a high risk for buyers, including payment transactions whereby the Recipient is an economic operator whose business activity consists in providing services of exchange of cryptocurrencies or virtual currencies into means of payment, or exchange of cryptocurrencies or virtual currencies, or which intermediates in such exchange.
  11. In the event of refusal to execute a Payment Instruction, the Bank - at a Branch, via CitiPhone, via Citibank Online, via Citi Mobile, via the Recipient, or with the use of electronic communication means - will notify the Customer of such a refusal and, if possible, of the reasons of such a refusal and of the procedure for rectifying the errors that have led to the refusal unless such a notification is not allowed under separate laws and regulations.
  12. In the case, where an incorrect entry is posted in the Account, the Bank will have the right to correct such an entry (reversal/correction) also if the Bank has provided the Customer with false information or a Statement containing an incorrect balance. In such a case, the Bank will immediately notify the Customer in the Statement of making a correction/reversal of the incorrect entry.
  13. If the funds accumulated in the account are not sufficient to execute all Payment Instructions made by the Customer to be executed on the day indicated by the Customer, the Bank will execute standing orders and transfer order Payment Instructions, SEPA transfer orders and transfer orders in a foreign currency or internal transfer orders with a future date intended for the repayment of a loan granted by the Bank. The remaining Payment Instructions will be executed in the order of their filing.
  14. The Bank will commence execution of the Customer's authenticated Payment Instruction as soon as the Bank has received the Payment Instruction (the moment the Instruction is received), while taking into account the following:
    - a) the Bank and the Customer may agree that execution of the Payment Instruction is to commence:
      - i. on a specified day;
      - ii. at the end of a specified period;
      - iii. on the day when the Customer places at the Bank's disposal the funds required for execution of the Payment Instruction;
    - b) when the Payment Instruction is received by the Bank:
      - i. on a day other than a Business Day; or
      - ii. on a Business Day, but after the cut-off times specified in the Cut-off Times List, the Customer's Payment Instruction is treated as received by the Bank on the first Business Day following that day.Where the consent given by the Customer concerns subsequent payment transactions, the withdrawal will apply to all payment transactions that have not been executed, unless the Customer indicated otherwise. The Bank will not charge the Account before the receipt of a Payment Instruction.
  15. From the moment of the Bank receiving the Payment Instruction, the Customer may change the Instruction only with the Bank's consent.
  16. Subject to Subparas. 17 and 18 below, where a payment transaction is initiated by an authorized Third Party Provider or by the Recipient or through the same, a Payment Instruction regarding payment transactions cannot be recalled or modified after a consent has

been given to such Third Party Provider to initiate the payment transaction through the same or after a consent has been given to the Recipient to perform the payment transaction.

17. For a Payment Instruction regarding a payment transaction with a future date (including a standing order and a Payment Instruction starting on a day on which the Customer, as the payer, placed at the Bank's disposal the funds required for execution of the Payment Instruction), the Customer may recall or modify the Payment Instruction until the Business Day before the Payment Instruction execution date.
18. After the time limits set forth in Subparas. 16 and 17 above, the Payment Instruction may be recalled or modified only upon agreement between the Customer and the relevant provider (the Bank or Third Party Provider). For a payment transaction initiated by the Recipient or through the same, any recall or modification of a Payment Instruction after the time limits set forth in Subpara. 16 and 17 above must also be approved by the Recipient.
19. While executing Payment Instructions from the Account or deposits to the Account made in a different currency than the one in which the Account is maintained, unless the Terms and Conditions provide for otherwise, Bank exchange rates are used applicable upon the receipt of the Payment Instruction by the Bank. The sell rate is increased by the Bank's margin and the buy rate is decreased by the Bank's margin.  
The rule described in the present Subpara. applies to Citicard transactions resulting in crediting the Account, with the exception of those Citicard transactions that constitute a return of previously executed Citicard transactions, resulting in crediting of the same account which was charged with the original transaction: in the case of such transactions, a currency selling or buying rate is used, depending on which rate was used in the original transaction charged to the Account, accordingly.
20. The Payment Instruction may be executed in currencies specified by the Bank. The list of currencies in which a Payment Instruction may be executed is made available to the Customers at Branches and via Citibank Online and CitiPhone.
21. The current exchange rate applicable at the Bank are shown in the Exchange Rates Tables which is made available to the Bank's Customers via Citibank Online, via CitiPhone and on the Bank's website (<https://www.online.citibank.pl/kursy-walut/index.html>). The information about the exchange rates applied will be presented by the Bank in the transaction description provided in the account statement.
22. The Table Exchange Rates are published twice a day, at 9:00 a.m. and 4:30 p.m. on the days when the average exchange rate is published by the National Bank of Poland, and apply to currency conversion transactions effected using a Citicard issued to the Personal Account. The Table Exchange Rates also apply to all currency conversion transactions that are not Citicard transactions and are less than USD 1 and to all other transactions after 11:00 p.m. on Friday until 11:00 p.m. on Sunday, and on the first two days of Christmas holiday, Easter holiday and 1 January of each year, subject to Subpara. 23.
23. On the days when the Bank does not publish Table Exchange Rates, transactions referred to in Subpara. 22 are settled based on the applicable exchange rate table from the last business day.
24. The Table Exchange Rates are determined on the basis of average Online Exchange Rates from 9:00 a.m. and 4:30 p.m. on the days when the average exchange rate is published by the National Bank of Poland. The Online Exchange Rates are based on current reference rates for purchase and sale of currencies published by Thomson Reuters information agency under the RIC code appropriate for a given currency pair (where RIC means Reuters Instrument Code), available on the Bank's website (<https://www.online.citibank.pl/kursy-walut/>), corrected by the Bank's 5% margin on the Bank's sell rate (the margin is added to the Bank's sell rate and subtracted from the Bank's buy rate). The bank may offer the Customer a more favorable, lower margin.
25. The Bank, acting upon a Payment Instruction made by the Customer or on behalf of the Customer to a Recipient having its banking services provider in the territory of the European Economic Area ensures that the Recipient's account is credited by the amount of the payment transaction no later than:
  - a) by the end of the next Business Day after the Bank receives a Payment Instruction, if the payment transaction:
    - i. is made in PLN or EUR to the account of a payment services provider in the territory of the Republic of Poland;
    - ii. is made in EUR to the account of a payment services provider in another Member State;
    - iii. covers no more than one currency conversion between the EUR and the currency of a Member State outside the EUR area, provided that the required currency conversion is carried out in the Member State outside the EUR area concerned and, in the case of cross-border payment transactions, that the cross-border transfer is made in EUR.
  - b) in all other cases, by the end of the fourth Business Day after the Bank receives a Payment Instruction.The above time limits may be extended by another Business Day in the case of payment transactions initiated by a paper order. For payment transactions other than those referred to above, where one of the payment service providers is located in the territory of the Republic of Poland or another Member State and the other is located in the territory of another Member State, the time limits specified above refer to the part of the payment transaction which is executed in the territory of the Republic of Poland or another Member State.
26. Subject to Para. 13(4) below, the Bank will credit the Account with the amount of the payment transaction at the value date of that Business Day on which the account of the Bank, as the recipient's provider, is credited with the amount of the payment transaction. The bank will make the amount of the payment transaction available to the Customer, acting as the Recipient, immediately upon crediting this amount to the Bank Account in the case where the Bank:
  - a) makes no currency conversion; or
  - b) makes no currency conversion or makes a conversion between EUR and the member state's currency or between currencies of two member states. The aforesaid obligation is applicable also to payments made within the Bank.
27. The burden of proving that the payment transaction has been authorized and correctly recorded in the payment transaction system and has not been affected by a technical breakdown or any other deficiency related to a payment service provided by the Bank, lies with the Bank.
28. A SEPA Transfer Order may be executed only in the case where the payment services Providers participating in performing such transaction as the providers for the Recipient and Payer operate in the territory of the Single Euro Payment Area (SEPA) or when one of the payment services Providers in a given Transaction operates in the territory of the Single Euro Payment Area (SEPA).

### Para. 13. DEPOSITS

1. Deposits into the Personal Account are made:
  - a) in the form of a transfer order, a SEPA transfer order, a transfer order in a foreign currency, an internal transfer order;
  - b) in the form of a cash deposit made at Branches indicated by the Bank (a list of Branches with their location and information about currencies and nominal values in which the cash services are available is available at Branches, via the CitiPhone Telephone Banking Service and on the Bank's website (<https://www.citibank.pl/mapa-oddzialy-placowki-bankomaty-wplatomaty>),
  - c) in the form of a cash deposit in ATMs with the Bank's logo with the deposit function or in cash deposit indicated by the Bank - in the currencies supported by these machines. A list of cash deposit machines together with their location is available at the Branches, on the Bank's website (<https://www.citibank.pl/mapa-oddzialy-placowki-bankomaty-wplatomaty>) and via CitiPhone.

2. Deposits to Savings Accounts can be made only in the forms specified in Subpara. 1 (a) and (b).
3. Where deposits to the account are made in a currency other than the currency of the account in the form of a transfer order, a SEPA transfer order, a transfer order in a foreign currency, an internal transfer order or in the form of a cash deposit executed at any of the Branches indicated by the Bank or in the form of a cash deposit in ATMs of the Bank, the conversion is based on the exchange rates applicable at the moment of making funds available in the Account.
4. Where cash deposits are made to a Personal Account in the Bank's ATMs or cash deposit machines indicated by the Bank with the use of a Debit Card, cash deposits can be made only in banknotes in the currency supported by the given ATM or cash deposit machine according to the instructions provided by the ATM or cash deposit machine with that function. For Debit Card use in ATMs and cash deposit machines indicated by the Bank, provisions of Para. 19 and Para. 20 of the Terms and Conditions apply. Cash deposits made to a Personal Account in ATMs or cash deposit machines with the use of a Debit Card cannot be made with the use of a Virtual Card.
5. If the Bank makes no currency conversion or makes a conversion between EUR and the member state's currency or between currencies of two member states, the cash deposit amount is verified and converted and the Personal Account is credited with the deposited amount:
  - a) promptly after the payment - for cash deposits at Citibank ATMs;
  - b) immediately after crediting the account of the Bank, as the recipient's provider, with such an amount - for cash payments at cash deposit machines indicated by the Bank, subject to Subpara. 6 below.
6. The Bank has the right to:
  - a) withhold crediting funds to the accounts and withhold the banknotes for clarification in the event of a reasonable suspicion as to the authenticity of the deposited banknotes;
  - b) make an accounting adjustment and charge the Customer's account with the amount of funds deposited and credited to the account if the banknotes are later identified as destroyed, damaged, counterfeit or there is a suspicion as to their authenticity;
  - c) refuse to accept or return to the Customer damaged banknotes and/or coins in currencies other than PLN;
  - d) refuse to accept a deposit to the Account if the cash deposit is connected directly with the Customer's business or professional activity;
  - e) refuse to accept a deposit to an account encumbered with an enforcement title after 5:00 p.m., or on Saturdays, Sundays and public holidays.
7. The limits to cash deposits made in ATMs or cash deposit machines are specified in the TFC.
8. A cash deposit Payment Instruction are deemed authorized:
  - a) if it has been confirmed with the Debit Card PIN or by Mobile Device Authentication; or
  - b) in the case where a deposit is made at a Branch, if it was confirmed with the Customer's signature or was confirmed with the Citibank Debit Card PIN or the Citibank Credit Card PIN; or
  - c) in the case of use of a device where transactions are initiated through confirmation of holding a card, if the transaction is authorized by the physical presentation of the Debit Card in the machine, unless strong user authentication is required under applicable laws.
9. The Bank reserves its right to receive cash deposits at indicated Branches in EUR and other currencies in nominal values in which cash services are being provided at a given Branch. A list of Branches with their location and information about currencies and nominal values in which the cash services are available is available at Branches, on the Bank's website ([www.citibank.pl](http://www.citibank.pl)) and via CitiPhone.
10. Cash deposits to Foreign Currency Sub-Accounts may be made in PLN, USD, EUR, GBP and CHF at indicated Bank Branches. Cash deposits to Foreign Currency Sub-Accounts maintained with the Bank in currencies other than USD, EUR, GBP or CHF will be effected after the conversion into the currency of the Foreign Currency Sub-Account of one of the currencies referred to in the preceding sentence.

#### **Para. 14. CASH WITHDRAWAL**

1. Cash withdrawals from the Personal Account may be made:
  - a) at ATMs in the currency supported by the ATM in question;
  - b) at Branches indicated by the Bank;
  - c) with the use of a Citicard - Cash Back and other cash withdrawals made through Merchants.
2. The Bank reserves its right to make cash withdrawals at indicated Branches in EUR and other currencies in nominal values in which cash services are being provided at a given Branch. A list of Branches with their location and information about currencies in which the cash services are available is available at Branches, on the Bank's website ([www.citibank.pl](http://www.citibank.pl)) and via CitiPhone.
3. Subject to Subpara. 2 above, in the event of a lack of specific denominations of foreign currency coins at a Branch, the Bank reserves the right to withdraw cash in the amount of a foreign currency not being a multiple of the denominations available at the Branch, converted into PLN at the current average exchange rate of the National Bank of Poland.
4. In the case of cash withdrawals made in a currency other than the currency of the account in ATMs of the Bank and in ATMs bearing the Citi or Citibank logo, the conversion will be effected using the Table Exchange Rates prevailing at the time when the transaction is executed by the Customer. In the case of cash withdrawals made in a currency other than the currency of the Account in other ATMs and using the Citicard - via the Cash Back service and through Merchants, the conversion will be based on the Table Exchange Rates prevailing at the time when the Account is debited with the amount of the withdrawal.
5. The Bank may specify the amount above which the Customer needs to report the planned cash withdrawal in advance by a period of time specified by the Bank. The time limit and the amount are specified in the TFC.
6. Cash withdrawals from Foreign Currency Sub-Accounts at indicated Bank Branches may be effected in PLN, USD, EUR, GBP and CHF. Cash withdrawals from a Foreign Currency Sub-Account maintained with the Bank in a currency other than USD, EUR, GBP or CHF will be effected after the conversion to one the currencies referred to in the preceding sentence.
7. The Customer may obtain information concerning cash services provided by Branches at the Branches or via CitiPhone.
8. A cash withdrawal Payment Instruction is deemed authorized if:
  - a) it has been confirmed with the Citicard PIN or by Mobile Device Authentication; or
  - b) it has been confirmed with the Credit Card PIN (only at a Branch) or the Customer's signature (only at a Branch or where strong user authentication is not required under applicable laws).
9. A BLIK Cash Withdrawal payment transaction is deemed authorized if the Customer gave their consent to execute it by entering the BLIK Code at the ATM or Merchant and confirming the Payment Instruction in Citi Mobile by selecting the appropriate function button used to deliver the Payment Instruction to the Bank and performing Mobile Authentication - if the Bank requires strong authentication.
10. Consent for a payment transaction may also be given through the Recipient or through the Recipient's service provider.
11. Cash Withdrawal from an ATM by means of a Card Virtual is not possible.

12. The limits on ATM withdrawals, withdrawals via Merchants, and those made within the framework of the Cash Back service are specified in the TFC.

#### **Para. 15. TRANSFER ORDER**

1. Subject to Subpara. 5 below, the Customer has the right to order the Bank to execute transfer orders, SEPA transfer orders, foreign currency transfer orders and internal transfer orders as follows:
  - a) via Citibank Online;
  - b) via Citi Mobile;
  - c) via CitiPhone;
  - d) at Branches indicated by the Bank on the Bank's website (<https://www.citibank.pl/mapa-oddzialy-placowki-bankomaty-wplatomaty>), however, BLIK Phone Transfers may only be ordered via Citi Mobile,
2. A Domestic Transfer Order in PLN to accounts maintained at banks, credit institutions, credit institution branches and branches of foreign banks operating in the territory of the Republic of Poland, with the exception of domestic transfer orders to the Social Insurance Institution and the Tax Office in the amount equal to or over PLN 1,000,000, will be executed only using the SORBNET system.
3. BLIK Phone Transfers and Express Elixir transfers are executed with immediate effect, and the crediting the Recipient's account with the transferred amount is executed when a Payment Instruction covering an instruction for such a transfer covering an instruction for such a transfer. The possibility to execute BLIK Phone Transfers or Express Elixir transfers depends on the technical readiness of the Recipient's bank to accept a transfer made as part of such service. The Bank informs the Customer about the possibility to execute BLIK Phone Transfers or Express Elixir service before accepting the Payment Instruction covering an instruction for a BLIK Phone Transfer or an Express Elixir transfer.
4. A Payment Instruction for a cross-border transfer order in a foreign currency, a cross-border transfer order in EUR and a cross-border transfer order in PLN, may be ordered in the standard mode with the execution date specified pursuant to Para. 12(25) or in urgent mode, which means that the account of the Payment Services Provider of the Recipient is credited as of the value date of the current business day, provided the Payment Instruction is issued before the before the cut-off time indicated in the Cut-off Times List. For the execution of a Payment Instruction in the urgent mode an additional fee will be charged pursuant with the TFC. The urgent mode is not available for transfers executed in EUR within the territory of the European Economic Area.
5. If a Payment Instruction that is a standing order, a Payment Instruction that is a domestic transfer order in PLN, or an internal transfer order in PLN with a future date is established, modified or canceled, the Customer will report this fact to the Bank no later than by the end of the Business Day preceding the date of commencement of the Payment Instruction. Such a Payment Instruction will be executed provided that a sufficient amount is ensured on the Account one Business Day before the defined Payment Instruction execution date.
6. If a Payment Instruction is made on a Business Day after the cut-off time, a Payment Instruction is a standing order or a Payment Instruction is a domestic transfer order in PLN or an internal transfer order in PLN with a future date, at the end of the Business Day preceding the date on which the Payment Instruction or the individual transaction being part of the Payment Instruction that is a standing order is to be executed, the Bank for technological reasons will block the amount of the Payment Instruction or the amount of an individual transaction being part of a Payment Instruction that is a standing order, until the execution of the Payment Instruction or of the individual transaction being part of a Payment Instruction that is a standing order. Regardless of the blockage the interest due is calculated to the Account until the Account is debited with the amount of the Payment Instruction as a result of its execution.
7. The Bank deems the Customer has authorized execution of a Payment Instruction being a transfer order, a SEPA transfer order, an FX transfer order or an internal transfer order, including a transfer with a future date or a standing order, consistently with the submitted Payment Instruction if that Payment Instruction was submitted by the Customer:
  - a) in person at the Branch, following verification of the Customer's identity with a Debit Card and the Debit Card PIN or a Credit Card and the Credit Card PIN or an identification document and, subsequently, confirmed with the Debit Card PIN or the Credit Card PIN or the Customer's signature;
  - b) via CitiPhone according to the rules of authentication of the Payment Instructions submitted using that Payment Instrument;
  - c) via Citibank Online according to the rules of authentication of the Payment Instructions submitted using that Payment Instrument.Authorization for a payment transaction may also be given through the Recipient or the Recipient's service provider and through an authorized Third Party Provider.

If the Customer has established a Payment Instruction which is a standing order, the Customer's consent will be deemed to include all future transactions executed under the Payment Instruction.
8. The Bank informs that with respect to international money transfers executed via SWIFT, the U.S. government administration may have access to personal data. U.S. authorities have undertaken to use the personal data obtained from SWIFT exclusively for the purposes of fighting terrorism, while respecting the guarantees provided for by the European personal data protection scheme set forth 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 (General Data Protection Regulation).
9. If the Bank denies access to the Account to a Third Party Provider, where such access is unauthorized or illegal, the Bank will inform the Customer about such denial with SMS to the Customer's Primary Mobile Phone Number provided to the Bank or via Citibank Online. The Bank will inform the Customer about the denial before the access is denied. If it is not possible to inform the Customer before the access is denied, the Bank will inform the Customer immediately thereafter but no later than on the next business day after such denial. The Bank will not inform the Customer about the denial if such information compromises objectively justified security reasons or is against separate regulations.

#### **Para. 16. DIRECT DEBIT**

1. The Bank provides direct debit services in PLN and a SEPA Direct Debit.
2. A prerequisite for the proper initiation and execution of a Payment Instruction within the framework of a Direct Debit in PLN or a SEPA Direct Debit by the Bank is:
  - a) the Customer submitting information specified in the Payment Instruction Manual, and
  - b) the Customer's consent for charging their Personal Account as part of the direct debit service.
3. The Customer may grant consent to debit their Personal Account maintained in PLN as part of the Direct Debit service in PLN:
  - a) To the Bank - at the Branch, by placing their signature on an authorization form to debit the Account, via CitiPhone or Citibank Online (with the exception of Citi Mobile) according to the rules for authentication of Payment Instructions submitted with the use of these Payment Instruments;
  - b) to the Recipient's service provider or to the Recipient - by placing their signature on an authorization form to debit the Account.

4. The Customer's consent to debit their Personal Account under the SEPA Direct Debit service will be obtained in the form of a signed authorization to debit the Account and the Customer's confirmation of that authorization by telephone.
5. Such a Direct Debit will be executed by the Bank provided that a sufficient amount is ensured on the Account one Business Day before the defined Payment Instruction execution date, and in the case of a SEPA Direct Debit, at the beginning of the day of the Payment Instruction execution date.
6. In the case of a Direct Debit made in PLN or a SEPA Direct Debit in a currency other than the currency of the order, the conversion will be based on the Table Exchange Rates prevailing at the time when the Account is debited.
7. The consent is tantamount to the authentication of all subsequent Payment Instructions executed under the direct debit service, until the withdrawal of said consent by the Customer or until the expiry of its validity date if it was granted for a defined period. If the consent has been withdrawn or its validity has expired, no further Payment Instructions will be executed within the framework of the Direct Debit.
8. The rules concerning the manner and form of granting consent apply to its withdrawal, and thus consent given to the Recipient's service provider or to the Recipient should be withdrawn vis-à-vis the Recipient's service provider or vis-à-vis the Recipient.
9. In the case of the direct debit service, the Customer may revoke the Payment Instruction not later than by the end of the Business Day preceding the date agreed with the Bank for debiting the Account.

#### **Para. 17. FOREIGN CURRENCY INSTRUCTION**

1. A Foreign Currency Instruction means an instruction submitted by the Customer to perform a transaction of a spot conversion of a base currency into a target currency in the amount indicated by the Customer, at the exchange rate accepted by the Customer. The base currency is the currency in which the Customer holds funds in the Foreign Currency Account or Sub-Account indicated by the Customer. The target currency is the currency into which funds in the base currency are to be converted within the scope of execution of a foreign currency instruction.
2. The Customer may place a Foreign Currency Instruction:
  - a) via the Citibank Online and Citi Mobile service from a Personal Account only;
  - b) at the Branch on business days between 9:00 a.m. and 5:00 p.m.;
  - c) via the FX market specialist recorded hotline on business days between 9:00 a.m. and 5:00 p.m.;
  - d) via the CitiPhone Telephone Banking Service.
3. The minimum amount of a foreign currency instruction is 1 USD or its equivalent in another currency translated at the average NBP rate from the previous business day.
4. Foreign Currency Instructions are executed on the basis of Online Exchange Rates, save for transactions between 11:00 p.m. on Friday and 11:00 p.m. on Sunday, and on the first two days of Christmas holiday, Easter holiday and 1 January of each year, during which Table Exchange Rates apply. To Foreign Currency Instructions a standard 5% margin apply. When submitting a payment instruction, the bank may offer the Customer a more favorable, lower margin. Furthermore, it is possible to negotiate the exchange rate in the channels for submitting foreign currency instructions listed in Subpara.2.b) - d).
5. A contingent foreign currency instruction means an instruction submitted by the Customer to perform a transaction of conversion of a base currency into a target currency in the amount indicated by the Customer, at the exchange rate indicated by the Customer. A contingent foreign currency instruction is submitted for a time specified by the Customer. If the exchange rate indicated by the Customer is not reached, the conditional order will expire after the time indicated by the Customer or when the Bank receives a Customer's statement of revocation of the instruction, depending on which of these events occurs first.
6. A foreign currency instruction and a contingent foreign currency instruction may involve the following currencies: PLN, EUR, USD, GBP, CHF, AUD, CAD, CZK, DKK, HUF, NOK, SEK, ZAR.
7. When submitting a conditional foreign currency instruction, the Customer indicates the following parameters: type of order (buy/sell), currency of the foreign currency instruction, amount, exchange rate and expiration date. The Customer may submit, amend or cancel a contingent foreign currency instruction via Citibank Online and via Citi Mobile between 11:00 p.m. on a Sunday and 11:00 p.m. on a Friday, and at the Branch, via the FX market specialist recorded hotline or via CitiPhone on business days between 9:00 a.m. and 4:30 p.m. The Customer may cancel or amend a contingent foreign currency instruction by the time of its execution by the Bank, at the latest.
8. A foreign currency instruction or a contingent foreign currency instruction will be executed by the Bank provided that the Foreign Currency Account or Sub-Account indicated by the Customer contains the funds sufficient to cover that foreign currency instruction at the time of its execution, and provided that the Customer indicated the Foreign Currency Account or Sub-Account kept in the target currency to be credited with the amount of the executed foreign currency instruction or the contingent foreign currency instruction. When the Customer submits a contingent foreign currency instruction, the Bank blocks the funds in the Customer's Account in the amount sufficient for execution of the contingent foreign currency instruction.
9. Contingent foreign currency instructions are executed on business days. The conditional foreign currency instruction is executed when the Online Exchange Rate reaches the value specified by the Customer in the submitted conditional foreign currency instruction.
10. The Bank sets the minimum amount of a contingent foreign currency instruction. The information about the minimum amount of a contingent foreign currency instruction is available at the Branches, via CitiPhone and Citibank Online.
11. The Customer may submit the following contingent foreign currency instructions:
  - a) Limit Order - the transaction will be made at a rate equal to or higher than the rate indicated by the Customer (for a sell order) or at a rate equal to or lower than the rate indicated by the Customer (for a buy order);
  - b) Stop Order - the transaction will be made at a rate equal to or higher than the rate indicated by the Customer (for a buy order) or at a rate equal to or lower than the rate indicated by the Customer (for a sell order).
  - c) If Done (ID) Order - a combination of two contingent foreign currency instructions whereby instruction II is considered submitted by the Customer if instruction I has been executed beforehand;
  - d) One Cancels the Other (OCO) Order - a combination of two contingent foreign currency instructions, whereby if one of them is executed the other is automatically cancelled; the first contingent foreign currency instructions to be executed is the one the exchange rate of which materializes sooner;
  - e) if Done, One Cancels the Other (IOCO) Order - a combination of three instructions whereby instructions II and III are considered submitted by the Customer after execution of instruction I; if one of the other contingent foreign currency instructions (II or III) is executed, the third remaining contingent instruction is cancelled; and the first instruction to be executed is the one whose exchange rate materializes earlier.

### Para. 18. GENERAL PRINCIPLES

1. The Bank provides the Customer with Payment Instruments on the terms and conditions as set forth in the Agreement and in the Terms and Conditions.
2. The Bank has the right to block a Payment Instrument:
  - a) For objectively justified reasons linked to safety of the Payment Instrument; or
  - b) in connection with suspected unauthorized use of the Payment Instrument or intent to cause execution of an unauthorized payment transaction; or
  - c) in the case of Payment Instruments connected with the Customer's use of a loan - if there is increased risk that the Customer may lose the creditworthiness required for the given Payment Instrument, when their use is connected with the Customer's use of the loan or
  - d) in the case of Citi Mobile - after three failed attempts to use the Payment Instrument by providing an authentication code. The blockade is temporary and in effect until the Customer re-registers with Citi Mobile; or
  - e) in the case of a Citicard - after three failed attempts to use the Citicard by providing an authentication code. The blockade is temporary and in effect until the Citicard is unblocked by the Customer. In such case, it is still possible to execute Payment Instructions that do not require the provision of an Identification Code; or
  - f) **in the case of a Citicard - after five failed attempts to use the Citicard using 3D Secure Authentication. The blockade is temporary, applies only apply to transactions using 3D Secure Authentication and lasts until the Customer re-sets ePIN. In such a case, it is still possible to execute Payment Instructions using the Citicard which do not require the use of 3D Secure Authentication; or**
  - g) in the case of CitiPhone - after three failed attempts to use the Payment Instrument by providing an authentication code. The blockade is temporary and in effect until a new Identification Code to CitiPhone is provided; or
  - h) in the case of Citibank Online - after three failed attempts to use the Payment Instrument by providing an authentication code. The blockade is temporary and in effect until the Customer re-registers with Citibank Online.
3. Unless prohibited by applicable provisions of law or unjustified for security reasons, the Bank will notify the Customer forthwith of blocking the Payment Instrument and the reasons therefor: at a Branch, via CitiPhone, via Citibank Online, via the Recipient or with the use of electronic communication means. The Customer may contact the Bank in connection with blocking the Payment Instrument at a Branch, via CitiPhone, via Citibank Online and with the use of electronic communication means, as well as in writing.
4. The Bank will unblock the Payment Instrument or replace it with a new one if the reason for blocking has ceased to exist.
5. The Customer is obliged to store the Payment Instrument with due diligence, keep the Identification Codes strictly confidential, not to store the Payment Instrument together with an Identification Code, a BLIK Code, and not to make the Payment Instrument, Mobile Device or Identification Codes and BLIK Codes available to unauthorized persons.
6. The Bank recommends that the Identification Codes be changed systematically at least once every three months. The Identification Code should be changed immediately in the case of suspicions that it may have been disclosed to third parties or if Citibank Online was used on an unknown device. In order to ensure security, Identification Codes should be unique combinations of the following:
  - a) letters, digits and special characters in the case of passwords to Citibank Online or Citi Mobile
  - b) digits, in all other cases.Identification Codes should not be easy to decipher for third parties, i.e. they should not contain information such as telephone number, name, surname, date of birth or place of residence.
7. The Customer is obliged to promptly notify the Bank of a loss, theft, dishonest appropriation or unauthorized use of or unauthorized access to the Payment Instrument, their login details or the device which the Customer uses to receive the Authorization Codes, BLIK Codes or to perform Mobile Authentication or Citibank Online Authentication. The Customer should promptly report that fact to the Bank via Citibank Online (with the exception of Citi Mobile), CitiPhone at (+48) 22 692 24 84 or at the Branch so that the Payment Instrument may be blocked or the Citicard cancelled. The Bank will not charge any fee for making the report referred to in this Subpara. 7.
8. The Customer is liable for transactions on the principles stipulated in law, including in the Act on Payment Services.
9. In the case of an unauthorized payment transaction, the Bank will refund the amount of such unauthorized payment transaction to the Customer immediately, but no later than by the end of the business day following the day of detecting the unauthorized transaction charged to the Customer's account or following the day of receiving a relevant report, except where the Bank has justified and duly documented reasons to suspect a fraud, and the Bank will notify law enforcement authorities of the same in writing. Where the Customer uses the Account, the Bank will restore the debited Account to the balance that would have existed if the unauthorized transaction had not been made.

Unless the Customer reports unauthorized transactions to the Bank within 13 months of the date of charging the Customer's payment account, the Customer's claims against the Bank due to unauthorized payment transactions will expire.
10. The Customer is liable for any unauthorized payment transactions up to the Polish zloty equivalent of EUR 50, to be calculated at the average exchange rate published by the National Bank of Poland (NBP) as applicable on the day of executing the transaction if such an unauthorized transaction is the effect of:
  - a) using a Payment Instrument that was lost by or stolen from the Customer; or
  - b) dishonest appropriation of a Payment Instrument.
11. The Customer is not held liable for unauthorized payment transactions on the terms referred to in Subpara. 9 above and in the amount provided therein if:
  - a) The Customer has been unable to find that the Payment Instrument was lost, stolen or appropriated before execution of the payment transaction, except where the Customer acted intentionally; or
  - b) the Payment Instrument has been lost before execution of the payment transaction as a result of an action or inaction of an employee, agent or Branch of the Bank or its provider of technical services supporting payment services, where the same does not take possession of funds subject to payment transactions.
12. The Customer is liable for any unauthorized payment transactions in their full amounts if the Customer deliberately caused such transactions to happen or as a result of his willful misconduct or gross negligence of at least one of the obligations stipulated in Para. 19(5) and (7) of the Terms and Conditions; in such cases the limitation of liability as set forth in Para. 19(9) of the Terms and Conditions will not be applicable.
13. After making the report under Para. 19(7) of the Terms and Conditions, the Customer will not be held liable for unauthorized payment transactions unless the Customer caused the unauthorized transaction intentionally.
14. Where a Third Party Provider is responsible for unauthorized payment transactions, the rules for mutual settlements between the Bank and the Third Party Provider, including the Third Party Provider's liability towards the Bank, are set forth in the Act on Payment



Services. Claims that the Bank may have against the Third Party Provider, in accordance with the previous sentence, do not exclude the Customer's claims against the Bank under the Terms and Conditions.

15. Where strong authentication is not required by the Bank, the Customer is not be liable for unauthorized payment transactions unless the Customer acted intentionally.
16. Where the Customer uses an online device operating online for the purpose of authentication or strong authentication, the Bank may use a method based on testing a specified set of features and properties of such device, which makes it probable that the Customer has earlier used the device to submit a Payment Instruction or to perform any other action - provided that the device is used only by the Customer. If the Bank uses the method described in this Subpara. 16 as part of strong authentication, the Bank will treat the verified device as one of the elements of strong authentication.
17. The Bank requires strong authentication in cases provided for under applicable laws.

#### Para. 19. CITICARD

1. The Bank may issue a payment card being a Debit Card:
  - a) To a Customer, after opening a Personal Account;
  - b) To an Attorney authorized to access the Personal Account, at the Customer's request.
2. A payment card that is a Debit Card will be issued under the Citicard Agreement.
3. The Citicard Agreement will be made for the term of validity of the Citicard, however, unless the Bank files a statement that the Citicard Agreement will not be renewed at least 2 months prior to the end of its term or unless the Customer files a statement that the Citicard Agreement will not be renewed at least 1 month prior to the end of its term, the Citicard Agreement will be considered as renewed for another term. The Citicard Agreement expires in the event of the Customer's death.
4. The Bank will notify the Customer of the term of validity of the Citicard by indicating it on the Citicard or by providing the Customer with that information on a durable medium.
5. The Bank will provide the Customer with written information about the intent not to renew the Citicard Agreement at least 2 months prior to the expiry of the current Citicard to the last address for correspondence indicated by the Customer.
6. Immediately upon receiving the Citicard, the Customer will be obliged to activate it and **set a PIN and ePIN code and**, in the case of a Debit Card, save for a Virtual Card, to sign it in a permanent manner. The Citicard may be activated and given a PIN code via Citibank Online, Citi Mobile, CitiPhone or at the Branch. **The Customer may assign the ePIN via Citibank Online or Citi Mobile.**
7. The Customer has the right to use the Citicard throughout the period of its validity: A Citicard, save for a Virtual Card, may be used by:
  - a) making Contactless Transactions through Merchants bearing the MasterCard PayPass logo - in the case of a Citicard equipped with a Contactless Module or using a Mobile Device;
  - b) using other functionalities whose operation and availability are described on the Bank's website ([www.citibank.pl](http://www.citibank.pl)) or via CitiPhone and at Branches.
8. A Debit Card, save for a Virtual Card within the scope set out in Items a, b, and c, provides access to the Customer's Personal Account through:
  - a) ATMs designated with the card's symbol;
  - b) the ability to execute non-cash transactions through Merchants designated with the card symbol;
  - c) the ability to execute cash transactions through Merchants designated with the card symbol, including Cash Back;
  - d) the ability to execute online transactions.
9. The Customer has the right to use a Debit Card, excluding a Virtual Card, throughout its term of validity displayed on the card which expires on the last day of the month indicated on the card:
  - a) via Citi Mobile,
  - b) at Branches;
  - c) via CitiPhone, by providing their CitiPhone PIN;
  - d) using ATMs, by providing their Debit Card PIN or using Mobile Device Authentication;
  - e) by executing non-cash transactions at retail and service outlets or cash transactions with intermediation of the Merchants, confirming the execution of a transaction with the Customer's signature, Mobile Device Authentication or the Debit Card PIN - in the cases indicated in Para. 18(17);
  - f) making non-cash transactions via the Internet, without physical use of the Debit Card, provided that this functionality has been activated.
10. The Customer may set and change Citicard PIN via Citibank Online (with the exception of Citi Mobile for the Citicard PIN change), CitiPhone or at Branches, and may also change the Citibank Debit Card PIN in the Bank's ATMs and in selected ATMs of the other operators that provide such functionality. The list of the Bank's ATMs together with their location is available at the Branches, on the Bank's website ([www.citibank.pl](http://www.citibank.pl)) and via Citibank Online, via Citi Mobile and via CitiPhone.
11. The Account associated with a Citicard is the Personal Account in PLN, unless the Customer indicated otherwise by assigning a Debit Card to a Foreign Currency Sub-Account.
12. The amounts of transactions executed using a Citicard in foreign currencies (other than EUR) is converted into the settlement currency at the exchange rate of the Payment Organization and then posted in the Account associated with the Citicard. When the currency of the Account associated with the Citicard and the settlement currency differ, transaction amounts is settled in the following manner:
  - a) for cash withdrawals from ATMs carrying the Citi or Citibank logo, transactions are converted from the settlement currency, i.e. US dollar (USD), into the currency of the Personal Account or the Foreign Currency Sub-Account associated with the Citicard at the Table Exchange Rate in force at the Bank at the time of executing the transaction; if the transaction currency and the currency of the Account associated with Citicard are the same, the transaction is posted without currency conversion;
  - b) For the remaining transactions, transaction amounts will be converted from the settlement currency, i.e. the U.S. dollar (USD), pound sterling (GBP) or Swiss franc (CHF) for the transactions executed in those currencies or in the remaining cases from the euro (EUR), into the currency of the Personal Account or Foreign Currency Sub-Account associated with the Citicard at the Table Exchange Rate listed in the most recent Exchange Rate Table in force at the Bank on the date on which the transaction is posted.The above exchange rates are available on the Bank's website ([www.citibank.pl](http://www.citibank.pl)), via CitiPhone and at Branches.
13. Transactions executed using a Citicard are posted in the Account that is associated with that Citicard at the time of executing the transaction. The provisions of this Subpara. do not apply to the posting of transactions in Citibank Global Wallet. In the case of deposits at the cash deposit machines indicated by the Bank a transaction executed using Citicard will be posted in the Account in PLN.
14. Exchange rates applied by the Payment Organization to convert amounts of transactions executed with a Citicard into the settlement currency are published on the website of the Payment Organization. The websites of Payment Organizations are available on the Bank's websites ([www.citibank.pl](http://www.citibank.pl)), at Branches and via CitiPhone.

15. For Transactions executed using a Citicard in currencies of the European Economic Area that involve currency conversion, if the payment service providers of the payer and of the payee are located in the European Economic Area, the Bank will send to the Customer, immediately after the receipt of the Payment Instruction, an e-mail or text message with information on the total amount of currency conversion fees expressed as a margin percentage in relation to the most current euro reference exchange rate published by the European Central Bank. The Bank will also send the information referred to in the preceding sentence to the Customer via Citibank Online or by e-mail once during the month in which the Bank received the payment instruction denominated in the currency referred to in the preceding sentence.
16. Transactions made using a Citicard will be charged to the Account with a value date corresponding to the date of posting the transaction within up to 14 days from the date of the transaction, immediately after the Bank receives electronic documents confirming that the transaction has been made from the Payment Organization that is settling it.
17. Until it is posted, the amount of the transaction made with Citicard reduce the available balance of the Account (the amount is blocked). If the Bank does not receive electronic documents from the Payment Organization settling the transaction within 14 days of the transaction being executed, the Bank will release the blocked funds. If the payment transaction with a Citicard is initiated by or through the Recipient and the exact amount of the transaction is not known at the time that the Customer gives consent to such a payment transaction, the Bank may block funds in the payer's payment account only if the payer has agreed to have the specified amount of funds blocked. The Bank will release the funds blocked in the Customer's payment account in accordance with the preceding sentence promptly after it has received the Payment Instruction and information about the specified amount of the payment transaction.
18. For transactions made with a Citicard in a currency other than PLN, the amount of the blockade may differ from the amount of the transaction and the amount posted in the Account.
19. The Customer will have the right to dispose of the funds in the Personal Account using the Citicard up to the limit of the balance available on the Account associated with the Citicard, taking into the account the transaction limits and commissions stipulated in the TFC and potential commissions charged by ATM operators.
20. The Customer may receive a print-out confirming the submission of an instruction for the transaction executed through ATMs.
21. A non-cash transaction executed with a Citicard, covered by a Payment Instruction or Cash Back, are deemed authorized if it was confirmed with the Citicard PIN or using Mobile Device Authentication or using Citibank Online Authentication or using **3D Secure Authentication** or Mobile Authentication, in the cases set forth in Para. 18(16), or if confirmed with the Customer's signature on the debit note matching the signature on the Debit Card. By authorizing a Transaction, the User consents to the Account being debited with the amount of such a transaction plus the fees and commissions as per the TFC. In the case of a device where transactions are initiated with a card, the transaction are authorized by the physical presentation of the Debit Card in the machine and confirmation with the Debit Card PIN. Unless strong user authentication is required under applicable laws, the transaction is authorized by the physical presentation of the Debit Card in the machine.
22. In the case of a Contactless Transaction:
  - a) above the value limit or in the cases set forth in Para. 18(16), the transaction is deemed authorized if confirmed with the Citicard PIN or using Mobile Device Authentication. Moreover, where strong authentication is not required by the Bank, the transaction will be deemed authorized if confirmed with the Customer's signature on the debit note matching the signature on the Debit Card;
  - b) up to the value limit or at an amount equal to the value limit, a transaction is deemed authorized upon delivery of the details of the Citicard saved in the Contactless Module that are required to execute the transaction, by putting the Citicard in the proximity of the device that enables reading the data saved in the Contactless Module. In the cases set forth in Para. 18(16), the transaction will be deemed authorized if confirmed with the Citicard PIN or using Mobile Device Authentication;
  - c) in Contactless Transactions other than specified in (a) and (b) above, where the Bank is not obliged to apply strong authentication under applicable provisions of law, the transaction is deemed authorized upon delivery of the details of the Citicard saved in the Contactless Module that are required to execute the transaction, by putting the Citicard in the proximity of the device that enables reading the data saved in the Contactless Module.
23. Using a Debit Card, the Customer may execute the transactions on a remote basis, without physically using the Debit Card, if he enables this functionality via CitiPhone or Citibank Online (with the exception of Citi Mobile), or at a Branch.
24. The Customer may submit an instruction to exclude Contactless Transactions via CitiPhone and Citibank Online (with the exception of Citi Mobile).
25. The levels of the limits applicable to the Contactless Transactions not requiring strong authentication result from provisions of law and may vary from those specified in the Transaction Limits Table. Lower limits on Contactless Transactions may be set by Payment Organizations. The limits for transactions referred to in the preceding sentence are defined on the websites of Payment Organizations operating for a given country.
26. For transactions executed remotely without physical presentation of the Debit Card (executed over the phone, in writing or via the Internet), **the transaction is considered authorized by the Customer** through provision of the details of the Debit Card or the Customer, depending on the Recipient's requirements, including the name and surname, the Identification Code, the number and expiry date of the Debit Card or CVC2 code, and confirmation of the transaction (if required by the Bank) **through 3D Secure Authentication** or Mobile Authentication, Citibank Online Authentication or Mobile Device Authentication.
27. The Bank will make available to Customers the means of securing the transactions executed without the physical use of the Debit Card via the Internet in the form of **3D Secure Authentication**, through Mobile Authentication or Citibank Online Authentication. The recipient of a transaction executed without the physical use of the Debit Card via the Internet may require that it be additionally confirmed with the 3D Secure Password, through Mobile Authentication or Citibank Online Authentication.
28. In the case of cash transactions in ATMs other than the Bank's ATMs, non-cash transactions and Cash Back transactions using a Citicard, the instruction is deemed to be received upon the receipt by the Bank of the information (electronic settlement file) relating to the transaction from the Payment Organization.
29. The Bank confirms accepting the report to stop-list The Citicard in writing, if the report was made at a Branch or orally, if the report was made via CitiPhone. The report cancel a Citicard is free of charge for the Customer.
30. If the Citicard is cancelled, it means that it is not possible to dispose of the funds in the Account, including making cash and non-cash transactions.
31. If the Citicard, except for a Virtual Card, is lost, stolen, renewed or exchanged, the Bank may send a newly issued Citicard to the Customer to the last address for correspondence indicated by the Customer.
32. Cancelling a Citicard is not equivalent to terminating the Citicard Agreement.
33. The Customer may terminate the Citicard Agreement (which is equivalent to deactivating Citicard on the basis of the Deposit Product Agreement) through:
  - a) a written notice of termination of the Citicard Agreement filed at a Branch;

- b) a notice of termination sent to the Bank's address; in the case of any doubt as to authenticity of the notice, the Bank reserves the right to confirm the same by telephone;
  - c) a notice of termination filed via CitiPhone, upon verification;
  - d) a notice of termination filed via Citibank Online (with the exception of Citi Mobile).
34. The Citicard Agreement is terminated upon expiry of a one-month notice period.
  35. The Bank may terminate the Citicard Agreement (which is equivalent to deactivating Citicard on the basis of the Deposit Product Agreement) with a two months' notice for materials reasons in the event that the Citicard fees have or been settled.
  36. If the Citicard is issued to an Attorney, the above provisions apply as appropriate.
  37. In special cases that influence the security or stability of the systems necessary to provide the services, the Bank will have the right to carry out maintenance works that may hinder or disable the Customer from using the services. The dates of the works and their estimated duration are published on the Bank's website ([www.citibank.pl](http://www.citibank.pl)) or on the Bank's other websites prior to the commencement of the works.
  38. The Customer may not enter unlawful information in the systems referred to in Subpara. 36 above.
  39. The provisions of this Subpara. apply also to the Virtual Card, subject to Para. 20.

#### **Para. 20. VIRTUAL CARD**

1. A Virtual Card is issued to Customers who have active access to the Citi Mobile app in the event of the replacement of the existing Debit Card due to its renewal in accordance with Para. 19(3), or in the event of its cancellation. A Virtual Card is issued together with a Debit Card in physical form with the same number and expiration date.
2. From the time the Bank issues a Virtual Card until it expires, it is only available in Citi Mobile.
3. Prior to its use, the Virtual Card must be activated. The Virtual Card may be activated only in Citi Mobile within a period of not more than 30 days from its issuance. The Virtual Card is valid from the time it is activated until the corresponding Debit Card issued in physical form is activated, but for not longer than 90 days from the date the Debit Card is issued. When a Virtual Card expires, the Bank replaces its data with that of the corresponding Debit Card issued in physical form.
4. The Virtual Card cannot have to the PIN Code or the signature specimen set, thus it is not possible to perform payment transactions that require authentication based on these elements.
5. The Virtual Card may be used to make the following transactions:
  - a) contactless transactions executed via Google Pay or Apple Pay and to use it in accordance with the rules stipulated in the Terms and Conditions for Use of Payment Cards of Bank Handlowy w Warszawie S.A. with Google Pay and/or the Terms and Conditions for Use of Payment Cards of Bank Handlowy w Warszawie S.A. with Apple Pay, as applicable, after it being added to Google Pay or Apple Pay;
  - b) transactions executed remotely without physical presentation of the Debit Card, including.
6. The expiration date of the Virtual Card, its number and CVC2 code are available to the Customer in Citi Mobile after the Virtual Card has been activated. The CVC2 code of the Virtual Card is different from that on the Debit Card in physical form.
7. The cancellation of a Virtual Card results in the cancellation of the corresponding Debit Card issued in physical form.
8. A Virtual Card may not be issued to an Attorney and an Attorney is not able to activate the Account Holder's Virtual Card.

#### **Para. 21 BLIK**

1. The Bank enables Customers to make BLIK Transactions through Citi Mobile. BLIK Transactions may not be executed through an Attorney.
2. Prior to executing a BLIK Transaction, the Customer may select a Personal Account in PLN to be debited with the amount of the BLIK Transaction. If not selected, the BLIK Transaction will debit the Personal Account in PLN with the highest balance of available funds.
3. The BLIK Code is generated in Citi Mobile. In order to generate a BLIK Code, you must have an active Citi Mobile Token service. The BLIK Code is valid for 120 seconds from its generation. Only one valid BLIK Code may exist for a given Customer at any time. The BLIK Code expires upon the expiry of the BLIK Code validity period or upon the Authorization of the BLIK Transaction for which the BLIK Code was generated. When a given BLIK Code expires, the Customer has an option to generate a new Code.
4. All BLIK Transactions are executed and settled by the Bank only in Polish zloty (PLN) and may only be executed on the territory of the Republic of Poland.
5. A BLIK Payment may be executed provided that BLIK Payments are supported by the point-of-sale (POS) terminal or by the Internet Payment Provider selected by the Customer/User. A BLIK Cash Withdrawal may be executed provided that the BLIK Cash Withdrawal is supported by the ATM. A BLIK Phone Transfer may be executed provided that the BLIK Phone Transfer is supported by the Recipient.
6. A BLIK Payment is deemed authorized if the Customer has given their consent to execute it by entering the generated BLIK Code at the point-of-sale (POS) terminal or via the Internet Payment Provider selected by the Customer/User and by confirming the Payment Instruction in Citi Mobile by selecting the appropriate function button used to deliver the Payment Instruction to the Bank and by performing Mobile Authentication - if the Bank requires strong authentication.
7. Before executing the first BLIK Transfer, the Customer may consent to Citi Mobile's access to the contact list in the Mobile Device. If the Customer does not consent to Citi Mobile's access to the contact list, the Customer will provide the mobile phone number of the BLIK Transfer Recipient on their own.
8. In order to execute a BLIK Phone Transfer, it is necessary for the Customer to log in to Citi Mobile, to provide the Recipient's mobile phone number, the amount of the Domestic Transfer Order in PLN or Domestic Transfer Order in PLN as well as the first and last name of the Recipient. The Recipient's mobile phone number is the Unique Identifier for the BLIK Phone Transfer payment transaction. A BLIK phone transfer may be executed provided that the Recipient's bank account is linked in the BLIK System with the Recipient's mobile phone number entered by the Customer.
9. The Recipient's mobile phone number may be associated with only one BLIK Account number, which is identified by that phone number.
10. If a BLIK Phone Transfer is denied, the Bank notifies the Customer of the denial via Citi Mobile or by sending a text message to the Primary Mobile Phone Number.
11. The Customer may designate a Personal Account in PLN as the account to be credited with the BLIK Phone Transfer amounts ordered by third parties. For this purpose, it is necessary for the Customer to register via Citi Mobile in the BLIK Database and to indicate a Personal Account in PLN to receive funds. The Customer may submit an instruction to change the Personal Account associated with BLIK in Citi Mobile.
12. The Customer may disable the service of receiving BLIK Phone Transfer by submitting an instruction to unregister from the BLIK Database in Citi Mobile.
13. BLIK Transactions are subject to the fees and commissions charged by the Bank as specified in the TFC.

## Para. 22. CITIBANK ONLINE ELECTRONIC BANKING SERVICE AND CITI MOBILE

1. For Account administration purposes, the Customer may use Citibank Online and Citi Mobile. In order to use the services provided through e-mail, the Customer must have an electronic device with Internet connection that enables reading e-mails. The Citi Mobile app is available in AppStore and Google Play.
2. Citi Mobile is available as an app, which can be downloaded and installed in the iOS or Android operating systems. [A detailed description can be found in the terms and conditions of the application in the Rules of Use of "Citi Mobile® Application".](#)
3. Using Citibank Online or Citi Mobile the Customer may, in particular:
  - a) obtain information about the balance and operations on accounts;
  - b) effect transactions concerning accounts;
  - c) issue other instructions determined by the Bank, in particular instructions related to the performance of the Deposit Product Agreement, including instructions concerning the activation and deactivation of individual products and services offered by the Bank;
  - d) authenticate transactions or other actions with Authorization Codes, through Mobile Authentication (using the Authorization Code) or the method set forth in Para. 19(16);
  - e) activate Citibank Global Wallet (only in Citi Mobile);
  - f) generate a BLIK Code (only in Citi Mobile).Detailed information about the functioning of the systems available via Citibank Online and Citi Mobile are described under relevant topic categories of the website. Detailed information concerning Citi Mobile is contained in the App Terms and Conditions available in the app and on the Bank's website.
4. A Payment Instruction submitted via Citibank Online (including a Payment Instruction relating to Pay by Link (Płace z Citi Handlowy)) or Citi Mobile is deemed authorized by the Customer if the Customer has granted their approval for its execution by:
  - a) logging into Citibank Online or Citi Mobile, providing (or confirming - in the case of Pay by Link (Płace z Citi Handlowy)) the information defined in the Rules of Submission of Payment Instructions and confirming the Payment Instruction by selecting the appropriate function button used for delivering the Payment Instruction to the Bank - unless the Bank requires strong authentication; or
  - b) logging onto Citibank Online or Citi Mobile, providing (or confirming - in the case of Pay by Link (Płace z Citi Handlowy)) the information defined in the Rules of Submission of Payment Instructions and confirming the Payment Instruction by selecting the appropriate function button used for delivering the Payment Instruction to the Bank and by entering the appropriate Authorization Code or through Mobile Authentication (including with the Authorization Code) - if the Bank requires strong authentication.In the case of Payment Instructions submitted via a Third Party Provider, the information specified in the Payment Instruction Manual is delivered by the Third Party Provider.
5. In order to use Citibank Online and Citi Mobile, the Customer needs appropriate devices, hardware and software, including:
  - a) access to a computer or another device with an operating system supporting popular web browsers, e.g. Internet Explorer, Google Chrome, Mozilla Firefox;
  - b) cookies and Javascript enabled (the device configuration manual is available on the Bank's website (www.citibank.pl));
  - c) TLS 1.0 and 1.2 enabled;
  - d) Adobe Acrobat Reader version 9.0 or newer installed to handle PDF files;
  - e) an Internet connection with a data transfer speed of at least 128 kbps for a single station;
  - f) http (80) and https (443) ports open.
6. If a Payment Instruction or another activity carried out by the Customer using Citibank Online requires strong authentication, the Customer should verify the Authorization Code with the data entered in Citibank Online or Citi Mobile, or verify the Payment Instruction as part of the Mobile Authentication (including based on an Authorization Code).
7. A Customer owning only a Savings Account as well as a Customer that has concluded the Deposit Product Agreement is obliged to have an active Citibank Online throughout the term of the Agreement.
8. The Customer will be electronically identified within Citibank Online and Citi Mobile, either:
  - a) by entering the user name and password whereby the Bank verifies the payment instrument or the Customer's device with the method specified in Para. 18(16);
  - b) when it is not possible to verify the payment instrument or the Customer's device with the method specified in Para. 18(16), by entering the user name, password and Authorization Code or by entering the user name and password and through Mobile Authentication (including with the Authorization Code).
9. For Citi Mobile, fingerprint or facial mapping identification is also possible on the selected mobile devices where the use of fingerprint or facial mapping identification is possible:
  - a) in the case of fingerprint or facial mapping identification, the Customer will be granted access to the list of accounts with balances and transaction history;
  - b) any attempt at executing the operations other than listed in letter a) will entail the need for additional user authentication;
  - c) use of the Citi Mobile fingerprint or facial mapping access function requires its activation on the device along with registration of the fingerprint or facial map and, separately, activation of the function in Citi Mobile;
  - d) the Bank reserves the right to disable the fingerprint or facial mapping login function for security reasons.
10. Unless strong authentication is required under applicable laws, the Customer will be electronically identified within Citibank Online and Citi Mobile through entry of the user name and password, and for Citi Mobile also with fingerprint or facial mapping, subject to Subpara. 9 above.
11. The manner of operation and the use of Citibank Online is described in the relevant user manuals available on the Bank's websites. The manuals referred to in the preceding sentence provide for the specific rules of electronic identification of the Customer and the Customer's rules of procedure in connection with access to the Account via Citibank Online.
12. The fees charged for the use of Citibank Online are specified in the TFC.
13. For security reasons, the Bank reserves the right to terminate the connection with the Customer after the lapse of the period specified by the Bank from the date of performance of the last act by the Customer. The maximum Customer session idle timeout is five minutes. The Customer can connect again to Citibank Online or Citi Mobile after re-authentication or strong authentication.
14. In case of loss, theft, dishonest appropriation or unauthorized use of the Mobile Device on which the Citi Mobile app is installed, the Customer is obliged to immediately submit an instruction to block Citi Mobile via the CitiPhone Telephone Banking Service. Blocking Citi Mobile means simultaneous blocking of Citibank Online.
15. The Customer undertakes to use CitiPhone and Citibank Online in accordance with applicable laws, including these Terms and Conditions.
16. The Bank may provide computer programs and files that the Bank deems necessary for the purpose of using Citibank Online.
17. Information about the changes to services provided as part of Citibank Online that are not amendments to the Agreement and their effective date on the service websites or sent to the Customer in electronic form.

18. The Citibank Online or Citi Mobile may also be used to manage other services provided by the Bank.
19. If the Deposit Product Agreement is made, the Customer may not opt out of Citibank Online without terminating the Deposit Product Agreement in full.
20. Whenever in these Terms and Conditions a reference is made to Citibank Online, Citi Mobile is meant unless provided for otherwise.

#### **Para. 23. CITIPHONE TELEPHONE BANKING SERVICE**

1. In order to manage the Account, the Customer may use CitiPhone, where the Customer is required to have a touch-tone telephone set and establish connection with the relevant number specified by the Bank
2. All telephone calls with the Bank's representatives will be recorded and may be used as evidence. For security reasons, the Bank reserves the right to refuse to continue the phone call if third parties participate in the conversation or if the customer uses a speakerphone.
3. The Customer assigns and changes his CitiPhone PIN via CitiPhone.
4. A Payment Instruction submitted via CitiPhone is deemed authorized by the Customer if the Customer has given their consent to execute them via CitiPhone by way of entering the Debit Card number and confirming it with the CitiPhone PIN, or only with the CitiPhone PIN in a situation where the Customer has activated the Incoming Call Identification Service.
5. The Bank has the right to pro-actively contact the Customer via CitiPhone.
6. The use of CitiPhone via a consultant will be subject to a fee as per the Table of Fees and Commissions in force at the time unless the Terms and Conditions stipulate otherwise.

### **CHAPTER VI SECURITY AND COMMUNICATION WITH THE BANK**

#### **Para. 24. CITIALERTS SERVICE**

1. As regards the administration of the Personal Account, the Customer may use the CitiAlerts service, which consists in sending text messages as part of the SMS Notification Service, and/or electronic messages (e-mails) to the Primary Mobile Phone Number and/or Primary E-Mail Address, as indicated by the Customer, containing the information specified by the Customer upon the activation or modification of CitiAlerts settings, such as, for instance:
  - a) balance in the account or accounts;
  - b) funds available in the account or accounts;
  - c) Deposits;
  - d) selected operations on the account or accounts;
  - e) transaction authorizations;
  - f) the materialization of the exchange rate specified by the Customer.
2. The CitiAlerts service may be activated after logging into Citibank Online (with the exception of Citi Mobile), or at Branches, and the settings may also be modified via Citi Mobile.
3. Depending on the type of the information transmitted, messages are sent on a daily basis or in real time.
4. Messages generated on a daily basis will be sent from Tuesday through Saturday (excluding days immediately following holidays). A message will be sent not later than on the second Business Day after the date of the operation giving rise to generation of such a message.
5. Messages generated in real time are sent on every day of the week after the operation that triggered the message.
6. The Bank undertakes to start sending the messages no later than on the fourth Business Day following the day on which the Customer submits the instruction to submit the CitiAlerts service.
7. In the case of Joint Holders of the Personal Account, the CitiAlerts service may be activated for each Joint Account Holder. The fee for the CitiAlerts service is charged for each Joint Holder of the Personal Account that has activated CitiAlerts.
8. The CitiAlerts service may be activated for an attorney.
9. The fees charged for the use of the CitiAlerts service are specified in the TFC.
10. The fees referred to in Subpara. 9 above will be charged to the Customer's Account on the first Business Day of the month following the month to which the fees pertain subject to Para. 32(11).
11. The Customer may, at any time, opt out of the use of the CitiAlerts service with the provision that the fee due for the pending calendar month will be charged in accordance with Subpara.10 above.
12. In justified cases, the Bank may block access to CitiAlerts, especially if the available balance in the account referred to in Subpara. 10 is not sufficient to cover the fee for the CitiAlerts service referred to in Subpara. 9.
13. The SMS Notification under CitiAlerts is subject to a fee. The fees charged by the Bank for using SMS Notifications in this respect are provided in the TFC. In all other respects, the SMS Notification service is provided free of charge.

#### **Para. 25. COOKIES**

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

3. The management of cookies may be at any time modified using web browser settings. Withdrawal of consent will exclude the use of all cookies and may affect certain functionalities of the Citibank Online website, leading to a full or partial disablement of certain features, such as pre-population of login details or pre-filling of product forms.
4. Unless the End User agrees to installation of cookies, this may result in incorrect functioning of Citibank Online, and Citi Mobile or lack of access to the services.

#### Para. 26. SECURITY

1. In case of doubts concerning the authenticity or credibility of information regarding correct and safe use of online payment services, the Customer should confirm the authenticity and credibility of such information on the basis of information published on the Bank's website (<https://www.citibank.pl/uslugi-online/bezpieczenstwo>) or contact the Bank via CitiPhone.
2. When logging in to Citibank Online, the Customer should use hardware protected with a firewall, which helps to protect the computer against online attacks.
3. When logging in to Citibank Online and Citi Mobile, the Customer should use hardware with up-to-date versions of the following software installed:
  - a) anti-virus software;
  - b) operating system; and
  - c) web browser.
4. The Citi Mobile Application should be downloaded only from authorized app stores (Google Play and AppStore).
5. The Customer should not open or reply to e-mails in which they are asked to provide their personal data or Identification Codes. Such cases should be reported to the Bank.
6. The Customer should not open suspicious links or attachments of unknown origin received in e-mail, text, MMS and push messages.
7. Neither the Bank nor its employees will ask for:
  - a) Identification Codes;
  - b) the CVC2 number shown on the Debit Card's reverse,
  - c) the CVC2 shown in the Citi Mobile app,
  - d) Authorization Codes,
  - e) BLIK Codes.
8. When logging in to Citibank Online or Citi Mobile, the Bank does not ask Customers to provide the telephone type, telephone number and does not instruct Customers to install software on the Customer's phone.
9. The Bank publishes information on the principles of correct and safe use of Citibank Online and Citi Mobile as well as online payments on its website ([www.online.citibank.pl/bezpieczenstwo.html](http://www.online.citibank.pl/bezpieczenstwo.html)).
10. The Bank publishes current information on the security procedures that affect the Customer in respect to provision of payment services by the Bank, principles of correct and safe use of Citibank Online and Citi Mobile, and online payment services, as well as warnings against significant threats related to the use of e-banking or mobile banking services, or security incidents using messages in Citibank Online, available after logging in, and on the website indicated in Subpara. 9.
11. The Bank notifies the Customer of a fraud or suspected fraud using the SMS Notification service or by telephone. The Bank seeks to raise the Customer's awareness by providing support and giving advice on security risks related to payment services, including all irregularities related to security matters. The Customer may request support and advice from the Bank using the communication channels referred to in Subpara. 15 below.
12. The Customer is obliged not to make the Mobile Device used to execute Transactions available to third parties. The Customer is obliged not to allow third parties to record their biometric characteristics on the Mobile Device used to execute Transactions using the Biometric Method.
13. The Customer is obligated:
  - a) not to disclose any BLIK Code to any third party;
  - b) to use the BLIK Code as intended;
  - c) to immediately notify the Bank of any unauthorized use of the BLIK Code by a third party.
14. If a device (e.g. computer, tablet, telephone or similar device) used by the Customer for Citibank Online is lost, stolen, misappropriated or used or accessed by an unauthorized person and if the circumstances justify a suspicion that the security of the Payment Instrument has been infringed, the Customer should report that promptly in order to block the Payment Instrument, and in the case of a Virtual Card to have it cancelled, via CitiPhone at (+48) 22 692 24 84 or at a Branch. The report referred to herein is free of charge for the Customer.
15. If a security incident must be reported, the Customer should contact the Bank immediately via Citibank Online or CitiPhone or submit a report at a Branch. The report referred to herein is free of charge for the Customer.
16. The Bank applies measures to secure the Bank's payment services against operational risks and security risk. The security risk may be related to inadequate or unreliable procedures or external events that have or may have an adverse effect on availability, integrity and confidentiality of information and communication systems or information used by the Bank to provide payment services. The security risk is for instance a risk of cyberattacks or inadequate physical security.
17. In the case of a serious operational incident or Bank's security incident, including an ICT incident, which has or may have an effect on the Customer's financial interests, the Bank will:
  - a) notify the Customers about the incident without undue delay; and
  - b) inform the Customer about available measures that may be taken to mitigate negative effects of the incident and, in so far as it is possible, will take actions to mitigate negative effects of the incident.The incident, as referred to above, means any unexpected event or a series of events having an adverse effect on integrity, availability, confidentiality, authenticity or continuity of payment services provided by the Bank, or representing a significant probability that such an effect will materialize.
18. Depending on the nature and criticality of the aforesaid incident, the Bank will contact the Customer via:
  - a) CitiPhone;
  - b) Citibank Online or Citi Mobile;
  - c) the Bank's website ([www.citibank.pl](http://www.citibank.pl)).The Bank may also use other communication channels in order to ensure effective communication with the Customer.
19. The Bank, on the Customer's request, will inform the Customer about unsuccessful attempts made to the Account or about attempts or unsuccessful attempts to make a payment transaction via Citibank Online or the SMS Notification service.
20. The Customer may lodge a complaint about the security of payment services provided by the Bank.

21. The Bank regularly informs the Customer about security procedures that affect the Customer with respect to payment services provided by the Bank. Information about the security procedures is available on the Bank's website (<https://www.citibank.pl/uslugi-online/bezpieczenstwo/>).
22. To the extent provided for in this Para. 26, the Customer is obliged to act in compliance with recommendations and information provided by the Bank.

#### **Para. 27. STATEMENTS, FEE SUMMARY AND CORRESPONDENCE**

1. Unless the Terms and Conditions or the Agreement provide otherwise, all notices submitted under these Terms and Conditions will be sent by mail to the Customer's last known address for correspondence or e-mailed to the Primary E-Mail Address. A notice will be deemed as delivered when received by the Customer in a way that enables the Customer to read it. Information on the Account balance is available at the Branches, via the CitiPhone Telephone Banking Service, via Citibank Online Electronic Banking Service and at the Bank's ATMs.
2. The Bank will deliver information about changes of the Account balance and balance reconciliation in the form of a monthly account Statement:
  - a) in electronic form via the Citibank Online Electronic Banking Service without notification or, upon the Customer's consent, with a notification sent to the Primary E-mail Address, or
  - b) in electronic form via the Citibank Online Electronic Banking Service without notification and additionally, upon the Customer's request, sent to the Primary E-mail Address as an attachment to an e-mail message, or
  - c) in electronic form via the Citibank Online Electronic Banking Service without notification and additionally, upon the Customer's request, in paper form sent to the last correspondence address indicated by the Customer.
3. The Bank makes account Statements available in electronic form in the Citibank Online Electronic Banking Service on the second Business Day after they were generated at the latest. The Bank shall inform the Customer of having made an account Statement available in electronic form by electronic means on the second Business Day after it was generated at the latest, provided that the Customer did not previously resign from receiving these notifications.
4. The fee for an account Statement in paper form is specified in the Table of Fees and Commissions. The fee for an account Statement in paper form is charged on the next business day following the day it was generated by the Bank.
5. **If it is not possible to access Citibank Online, the Bank may deliver the Statement free of charge in electronic form to the Customer's Primary Email Address or if the Customer's Primary Email Address is unavailable, in paper, free of charge, to the Customer's correspondence address.**
6. In the case of a joined account, the Statement is sent or made available to the first Joint Account Holder stipulated in the Agreement. In the case of death of the first Joint Account Holder indicated in the Agreement, the bank correspondence, including the monthly account Statement, will be sent to the address of the next Joint Account Holder indicated in the Agreement.
7. The Bank presents the Customer free of charge with a Fee Summary for services linked to the payment account charged for the period subject to such summary. The Fee Summary issued by the Bank includes fees charged for services provided in the List of Representative Services. In the case of interest on the balance of the account, the fee summary includes information about the interest rate applied to a given payment account and total amount of interest due for the period covered by such summary. If the Bank provides the Credit Line Overdraft Limit, the fee summary includes information about the interest on the overdraft limit and total amount of the interest charged on the Credit Line Overdraft Limit in the period covered by the summary.
8. The Bank presents the Customer with the fee summary at least once a calendar year. If the Agreement is terminated, the Bank will present the Customer, no later than within 2 weeks of the Agreement termination date, with a fee summary for the period for which no fee summary has been prepared until the Agreement termination date.
9. The Bank and the Customer agree on the method of delivering the fee summary. The Bank presents the fee summary in paper format on request of the Customer. The statement of fees issued by the Bank includes fees charged for services linked to the payment account in the period covered by such statement.
10. Beginning from 1 December 2018 the Customer may request that, besides the Statement provided in accordance with Subpara. 2 above, the Customer be provided with the following information once a month and free of charge to the Primary E-Mail Address:
  - a) information allowing the identification of a payment transaction and, where appropriate, the Recipient;
  - b) information about the amount of the payment transaction in the currency in which the Customer's payment account has been debited or in the currency in which the Payment Instruction has been submitted;
  - c) information about all payment transaction fees and, where appropriate, specification of such fees, or information about interest payable by the Customer;
  - d) information about the currency exchange rate applied in the payment transaction by the Bank and the amount of the payment transaction after the currency conversion, for payment transactions subject to currency conversion;
  - e) information about the value date applied when debiting the account or about the Payment Instruction receipt date. The aforesaid instruction should be submitted via Citibank Online.
11. The Bank will prepare an additional paid Payment Transactions Summary on request of the Customer.
12. On request of an authorized Third Party Provider issuing card-based payment instruments, acting in accordance with the Act on Payment Services, the Bank will immediately confirm that the amount necessary to execute the card-based payment transaction is available in the Account, provided that the Customers gave consent to the Bank to respond to such Third Party Service Provider's requests to confirm that the amount equal to the amount of the specific card-based payment transaction is available in the Account. The aforesaid confirmation is a "yes" or "no" answer and does not cover Account balance information.
13. The Customer can give the consent referred to in Subpara. 12 by way of strong authentication initiated by the Bank. The Customer may revoke his consent at any time.
14. The Customer may request the Bank to provide identification details of the Third Party Provider referred to in Subpara.12 and information about the response given to such Third Party Provider.

### **Chapter VII. OVERDRAFT LIMIT CREDIT LINE**

#### **Para. 28. OVERDRAFT LIMIT CREDIT LINE**

1. At the Customer's request, the Bank may enter into the Overdraft Limit Credit Line Agreement with the Customer and grant to the Customer a credit line overdraft limit which will be provided in the Personal Account in PLN up to a specific limit ("Limit"). The Overdraft Limit Credit Line Agreement may be made for a Personal Account maintained by no more than two Joint Account Holders. In the case of an account held by two Joint Account Holders, the Overdraft Limit Credit Line Agreement is signed by both Joint Holders, who are jointly and severally liable for any obligations towards the Bank.

2. Only one Limit may be provided for one Personal Account. In exchange for the overdraft credit limit granted to the Customer, the Bank charges a fee in the amount stipulated in the TFC.
3. The interest rate applicable to the overdraft limit Credit Line is specified in the Overdraft Limit Credit Line Agreement and the Interest Rate Table, and depends on the type of the Personal Account.
4. The Customer with an overdraft Credit Limit facility is obliged to make regular monthly transfers of salary to the Personal Account for each settlement period specified in Subpara. 10, whose type and amount are set forth in the Overdraft Credit Limit Application ("Application"). If the value of the declared transfer amount is not specified in the Overdraft Limit Credit Line Agreement or in the Application, the Customer will ensure regular payments into the account of at least PLN 1,000 a month or PLN 1,200 a month for agreements concluded on or after 15 September 2022. If the value of interest and fees accrued in the given settlement periods exceeds the amount that the Customer is obliged to pay regularly into the Personal Account, the Customer will credit the Personal Account at least with an amount increased by the value of such accrued interest and fees. If there are no salary transfers into the Personal Account, the Bank reserves the right to take warning and collection measures against the Customer. The Bank or the entities authorized to act on the Bank's behalf may undertake in particular the following activities: dunning letters, telephone reminders and other activities pursued outside the Bank's registered office.
5. The awarded Overdraft Limit Credit Line enables the Customer to assume debts towards the Bank when the Customer makes withdrawals or transfers not covered by the positive balance on the Personal Account in PLN.
6. If there is an unpaid Limit, every payment into the Personal Account causes the repayment of the drawn Limit and prevents further assumption of debt up to the amount of the undrawn part of the Limit.
7. The Bank reserves the right to apply the following order of allocating the monthly Personal Account Credits to the Bank's claims under the drawn Limit:
  - a) fees and commissions due;
  - b) interest due on undrawn Limit;
  - c) the Limit drawn.
8. The Customer must monitor his balance of debt towards the Bank and ensure timely repayment of obligations resulting from the Overdraft Limit Credit Line.
9. The Customer must not exceed the amount of the Limit. If the awarded Limit is exceeded, the Customer will promptly repay the amount of the excess with interest.
10. The Bank charges interest on the amount of the drawn Limit for each calendar day of the existence of the debt equal to 1/365 of annual interest, or 1/366 of annual interest in a leap year, counting from the day the debt is assumed until the day preceding its repayment. If the total number of calendar days on which the Customer drew down the Limit in a given billing period does not exceed 7 calendar days, interest will not be charged. If the total number of calendar days on which the Customer drew down the Limit in a given billing period exceed 7 calendar days, interest will be charged for the entire period of drawing down the Limit in a given billing period. Interest charged for a given settlement period is indicated in the nearest Personal Account Statement and is payable as of the date of issuing the Statement. Transactions that are posted retroactively after the end of a given settlement period do not change retroactively the number of days on which the Customer drew the Limit after the end of the settlement period, but will be included in the Statement for the next settlement period.
11. Accrued interest, fees and commissions will be charged to the Personal Account in which the Overdraft Limit Credit Line has been awarded. If there are no funds on the Personal Account to cover such interest, fees and commissions, they will reduce the available Limit.
12. The interest accrued on the overdraft facility based on the Credit Line is determined using a variable interest rate.
13. The Bank is entitled to change the TFC by increasing the existing fees or commissions, adding new fees or commissions concerning the Overdraft Limit Credit Line Agreement in the case of:
  - a) the introduction of new services if it ensures the proper performance of the Overdraft Limit Credit Line Agreement, does not adversely affect the Customer's interest and does not result in an increase in the Customer's financial charges under the Overdraft Limit Credit Line Agreement in the event of not using a new service;
  - b) a change in the scope or the form of the services provided hitherto under the Overdraft Limit Credit Line Agreement, if it ensures the proper performance of the Overdraft Limit Credit Line Agreement and does not adversely affect the Customer's interests;
  - c) an increase in actual costs incurred by the Bank, i.e.:
    - i. an increase in the costs of issuing new or amending existing recommendations, guidelines or decisions by the authorities supervising the Bank's operations, resulting in an increase in the costs incurred by the Bank in connection with the provision of services under the Overdraft Limit Credit Line Agreement;
    - ii. an increase in the costs of adopting new or amending generally applicable laws or guidelines of regulators concerning the performance of the Overdraft Limit Credit Line Agreement, resulting in an increase in the costs incurred by the Bank in connection with the provision of services under the Overdraft Limit Credit Line Agreement;
    - iii. an increase in the actual costs incurred by the Bank in connection with the provision of a service under the Overdraft Limit Credit Line Agreement or in the labor intensity of such service, for which a fee is charged; provided that the change to any item in the TFC in such a case may not be more than 200% in relation to the previous value or constitute a cost increase by more than 200%;
  - d) of an inflation rate (increase in prices of consumer goods and services) of at least 0.25% on a year-to-year basis, as published for the previous calendar month by Statistics Poland, whereby a change of any item in the TF&C in such a case may not exceed 200% in relation to the previous value.

The Bank is entitled to waive or reduce any fees or commissions specified in the TFC.

The TFC is modified not more than once a quarter, whereby the changes resulting from the above Items (a), (b), (c) and (d) are notified not later than within 6 months from the occurrence of the event.

14. The restriction of a change to 200% of the previous value, as referred to in the specific items of Subpara. 13 above, do not apply to cases where new items are added to the TFC or where the previous fee was PLN 0.
15. At the Customer's request, the Bank may change the Limit granted. The said change may involve increasing or reducing the Limit amount previously agreed on by the Bank and the Customer. The Limit may be changed if the Customer's creditworthiness has been assessed by the Bank and will comply with the Bank's requirement of crediting the Account on a monthly basis with a declared amount as specified in the Application. The Bank will change the Limit on the basis of an understanding constituting an amendment to the Agreement entered into between the Bank and the Customer ("the Understanding"). The change of the Limit is subject to a fee charged by the Bank in accordance with the TFC. If the interest rate on the overdraft Credit Limit facility depends on the value of the Limit and the Customer applies for a change of the Limit, the interest rate on the overdraft Credit Limit facility will be changed to the one stipulated in the Interest Rate Table in force at the time for the given Personal Account type and for the given Limit value, which will be indicated in the Understanding.



16. Any Understandings connected with the Overdraft Limit Credit Line Agreement must be in writing, otherwise being null and void, provided that 'in writing' also means any forms considered by law as equivalent to the written form, including the electronic form as set forth in Article 7 of the Banking Law of 29 August 1997, such as CitiPhone and Citibank Online. Should any amendments be introduced by means of communications via CitiPhone, the Customer will have the right to hear telephone calls implementing such amendments and to receive copies of such recordings.
17. The provisions of Subparas. 15 and 16 will apply as appropriate to understandings entered into between the Customer and the Bank at the Bank's initiative, with the provision that no fee for changing the Limit will be charged.
18. The Bank is authorized to reduce the amount of the Limit without the Customer's consent if the Customer fails to meet any of the conditions on which the Overdraft Limit Credit Line has been granted or if the Customer loses the creditworthiness required to repay the Overdraft Limit Credit Line in the amount of the agreed Limit. The Bank will promptly notify the Customer of any reduction of the Limit.
19. The Customer may terminate the Overdraft Limit Credit Line Agreement at any time upon expiry of a one-month notice period. Termination of the Overdraft Limit Credit Line Agreement becomes effective upon expiry of a one-month notice period.
20. Termination of the Overdraft Limit Credit Line Agreement is free of any charges to the Bank.
21. The Bank may terminate the Overdraft Limit Credit Line Agreement at any time upon two months' notice, provided that the Bank specifies the cause of the termination if the termination is caused by:
  - a) the Customer's failure to meet any of their obligations concerning the terms on which the Overdraft Limit Credit Line was granted, as set forth in the Overdraft Credit Line Agreement;
  - b) negative assessment of the Customer's creditworthiness
22. The Overdraft Limit Credit Line Agreement will be terminated by way of a termination notice delivered to the Customer by the Bank, which will be sent to the Customer's last known address for correspondence.
23. Termination of the Agreement is equivalent to termination the Overdraft Limit Credit Line Agreement. The Overdraft Limit Credit Line Agreement will be terminated no later than on the day of the Agreement termination or expiry as provided for in the Terms and Conditions.
24. If the Overdraft Limit Credit Line Agreement expires, the Bank will settle the account with the Customer within 14 days from the date of expiration. The Bank will transfer the overpayment amount, if any, to the Personal Account.
25. In the event of death of one of the Joint Account Holders, the Overdraft Limit Credit Line Agreement will expire. If the surviving Joint Account Holder is interested in having an overdraft limit Credit Line, they are obliged to submit an Application, and the Bank will make a decision on granting the overdraft limit Credit Line based on the assessment of such Joint Account Holder's creditworthiness.
26. If a Customer with an overdraft limit Credit Line converts their individual Deposit Product Agreement into a Joint Deposit Product Agreement, or if the Joint Deposit Product Agreement is converted into an individual Deposit Product Agreement, the Overdraft Limit Credit Line Agreement will expire. If the Joint Account Holders or the Customer being the only surviving Joint Holder of the Account are/is interested in having an overdraft limit Credit Line, they are obliged to submit an Application, and the Bank will make a decision on granting the overdraft limit Credit Line based on the assessment of such Joint Account Holders'/Joint Account Holder's creditworthiness.
27. The Bank will make one change of the date of issuing the Personal Account Statement to the first day of the month for Customers with an overdraft limit Credit Line and with an issue date of the Statement other than the first day of the month.
28. The Bank will promptly inform the Customer about each and every change in the TFC or to the Terms and Conditions regarding the Overdraft Limit Credit Line, but not later than 2 months prior to the proposed effective date of such change. The Bank will promptly send the full text of the Terms and Conditions to the last known mailing address of the Customer. In such a case, before the proposed effective date of the amendments, the Customer will have the right to terminate the Overdraft Limit Credit Line Agreement free of charge as of the day on which the Customer was provided with information about the amendments but no later than on the effective date of such amendments. Instead of terminating the Agreement as referred to in the previous sentence, the Customer may also object to the proposed amendments. In this case, the Overdraft Limit Credit Line Agreement will expire on the day preceding the effective date of such proposed amendments. The Customer's objection to the amendments will be free of charge. Unless the Customer terminates the Overdraft Limit Credit Line Agreement or makes an objection in accordance with the above procedure, it is deemed that the Customer has accepted the relevant provisions of the Overdraft Limit Credit Line Agreement in their new wording.
29. The Overdraft Limit Credit Line Agreement is not subject to Article 131(1)(2)(b), Article 131(2) and Article 131(3) and Article 131(3a) of the Act of 21 November 1967 on universal duty to defend the Republic of Poland.
30. The Bank hereby informs the Customer that it will contact Customers with an overdraft limit Credit Line in cases connected with performing the Overdraft Limit Credit Line Agreement via:
  - a) voice or text messages to the Primary Mobile Phone Number named by the Borrower;
  - b) e-mail messages to the Primary E-mail Address named by the Borrower;
  - c) letters;
  - d) Citibank Online electronic banking service.

## **Chapter VIII. MISCELLANEOUS AND FINAL PROVISIONS**

### **Para. 29. CITIGOLD LOUNGE PASS CARD**

1. The Bank may issue the Citigold Lounge Pass - an identification card - to the Customer.
2. The Citigold Lounge Pass may be issued to each holder of a Citigold account or Citigold Private Customer account with average monthly balance of at least PLN 300,000. Details are available on the Bank's website ([www.citibank.pl](http://www.citibank.pl)). The Bank may provide Customers who have been issued the Citigold Lounge Pass with current information about the services and privileges to which they are entitled.
3. The amount of the fee for paid services or privileges is stipulated in the TFC.

### **Para. 30. CITIBANK GLOBAL WALLET**

1. Citibank Global Wallet can be activated by a Customer who:
  - a) is a Personal Account Holder or Joint Account Holder;
  - b) holds one or more Foreign Currency Sub-Accounts;
  - c) has no more than one active Citicard;
  - d) has an active Citi Mobile service.
2. The information about Personal Accounts for which the Bank provides the Citibank Global Wallet service is presented in the TFC.
3. The Citibank Global Wallet service is activated in Citi Mobile via a Debit Card in physical form.

4. Where the Customer has multiple Foreign Currency Sub-Accounts in a single currency, the Customer will select in Citi Mobile one of the Foreign Currency Sub-Accounts for each currency for which the Citibank Global Wallet service will be active. The Customer may have one Currency Sub-Account active in the Citibank Global Wallet service in each of the following currencies: EUR, USD, GBP, CHF, AUD, CAD, ZAR, SEK, NOK, DKK, CZK, HUF.
5. If the Customer has activated the Citibank Global Wallet service and initiates a cross-border payment transaction made with a debit card for non-cash payments or a cross-border payment transaction made with a debit card for cash payments or another transaction made with Citicard:
  - a) in PLN, a cross-border payment transaction made with a debit card for non-cash payments or a cross-border payment transaction made with a debit card for cash payments or another transaction made with Citicard is settled in the Personal Account in PLN. If there are insufficient funds in the Personal Account in PLN, the transaction is settled in the Account associated with a Citicard;
  - b) in the currency of one of the Customer's Foreign Currency Sub-Accounts, a cross-border payment transaction made with a debit card for non-cash payments or a cross-border payment transaction made with a debit card for cash payments or another transaction made with Citicard is settled in the Foreign Currency Account appropriate for the transaction currency. If there are insufficient funds in the Foreign Currency Sub-Account appropriate for the transaction currency, the transaction is settled in the Account associated with the Citicard;
  - c) in a currency other than the Customer's Foreign Currency Sub-Account, the funds are debited from the Account associated with the Citicard.
6. If the currency of a cross-border payment transaction made with a debit card for non-cash payments or a cross-border payment transaction made with a debit card for cash payments or another transaction made with Citicard, and the currency of the Account in which the settlement takes place using Citibank Global Wallet are the same, the funds are posted without currency conversion.
7. The Customer may opt out of Citibank Global Wallet by deactivating it in Citi Mobile.
8. The fees charged for the use of Citibank Global Wallet are specified in the TFC.
9. Citicard deactivation is tantamount to deactivating Citibank Global Wallet.

### **Para. 31. TERMINATION OF THE AGREEMENT**

1. Every Customer may terminate the Agreement upon one month's notice by way of:
  - a) a written notice of termination of the Agreement filed with a Branch;
  - b) a notice of termination sent to the Bank's address; in the case of any doubt as to authenticity of the notice, the Bank reserves the right to confirm the same by telephone;
  - c) a notice of termination filed via CitiPhone, upon verification;
  - d) a notice of termination filed via Citibank Online (with the exception of Citi Mobile).
2. During the notice period the Bank will execute the Customer's instructions and perform settlements of the Account.
3. The Bank will have the right to terminate the Agreement upon two months' notice only for material reasons, in the following cases:
  - a) if no operations have been made on the Account for 6 consecutive months save for periodic accrual of interest and charges on account of fees or commissions;
  - b) if the Customer has failed to pay the fees or commissions due to the Bank in full amount, as set forth in the TFC, for at least 3 consecutive months;
  - c) the Customer's performance of the Agreement in a way that serves only to reduce the functionality of a given communication channel by intentionally overloading or restricting the availability of a given channel,
  - d) if the Bank is unable to apply the financial security measures resulting from the Anti-Money Laundering and Combating of Terrorist Financing Act of 1 March 2018.
4. If such material reasons concern only one of the Accounts maintained on the basis of the Deposit Product Agreement, the Bank's right to terminate the Agreement is limited to disabling the given Account together with the related products and services.
5. A termination notice delivered to the Customer by the Bank in the form of a written termination notice sent to the last address for correspondence indicated by the Customer.
6. The Agreement may be terminated by mutual agreement of the Parties without observing the notice period.
7. Termination of the Agreement causes the immediate enforceability all of the Bank's claims against the Customer under the Agreement that arise from events occurring prior to such Agreement termination.
8. If the Customer has only one Personal Account, termination of the Agreement is equivalent to termination of the Citicard Agreement or disablement of that service under a Deposit Product Agreement. The above does not apply to cases where a different Personal Account is maintained for the Customer under a separate Agreement.
9. If the Customer has a Personal Account and a Savings Account, termination of the Personal Account Agreement or disablement of the Personal Account under a Deposit Product Agreement is equivalent to termination of the Citicard Agreement.
10. In the case of the Agreement termination the Customer is obliged to destroy the Citicard, except for a Virtual Card, in a permanent manner, which prevents its further use, or to return the Citicard. If there are funds on the Customer's account, the Customer should submit a transfer instruction and provide the necessary information in accordance with the Payment Instruction Manual. The funds accumulated on the Account may also be withdrawn by the Customer at a Branch.
11. Termination of the Agreement is free of any charges to the Bank.
12. Termination of the Agreement is equivalent to termination the Overdraft Limit Credit Line Agreement.
13. The provisions of this paragraph are of no detriment to Para. 2(16)-(24) of these Terms and Conditions.
14. After the termination or expiration of the Agreement, the funds to which the Customer is entitled may be withdrawn at a Branch or by sending a written transfer instruction to the following address: Bank Handlowy w Warszawie S.A., Zespół Obsługi Transakcyjnej, ul. Pstrowskiego 16, 01-602 Olsztyn.

### **Para. 32. FEES AND COMMISSIONS (FEES)**

1. The Bank charges the Fees set forth in the TFC relevant for the given account for the services provided in connection with maintaining the Account.
2. If exemption or reduction of the Fee indicated in the TFC is subject to the condition of the Account being credited with remuneration, this means the account being credited with remuneration for employment and other employment-related benefits and monetary retirement or pension insurance benefits.
3. Where the total amount of funds credited to the Account is indicated as the criterion for the exemption from the Fee or a reduction in the fee indicated in the TFC, this does not include funds credited to the Account from terminated Deposits and under a loan granted by the Bank as well as due to returned transactions.

4. Information about the calculation of the average monthly balance on all accounts with the Bank can be found on the Bank's website ([www.citibank.pl](http://www.citibank.pl)).
5. The Bank verifies the criteria for exemption from the Fee or a reduction in the Fee set forth in the TFC as at the end of the month for which the Fee is charged unless the TFC provides otherwise.
6. The monthly fee for maintaining the Account is charged in the next calendar year following the month in which the service is provided. If the Customer has more than one Personal Account or Savings Account, a single Fee is charged, provided that the Customer is the first Joint Account Holder (Customer 1 in the Agreement) of the accounts. The first Account maintenance fee is charged for the third full calendar month since Account opening in the case of the Citigold Account or Citigold Private Customer Account, or for the second full calendar month since Account opening in all other cases.
7. The monthly fee for maintaining the Currency Sub-Account is charged starting from the first full calendar month following its opening and will be charged in the next calendar month following the month in which the service is provided. The fee is charged for each Foreign Currency Sub-Account.
8. The monthly fee for Citicard is charged for each issued Citicard throughout the term of the Citicard Agreement. The monthly fee for Citicard is charged to the Account until the end of the next calendar month.
9. The Bank provides Customers with the CitiPhone service. In exchange, a Fee is charged on the first Business Day following the month in which the service is made available, and if there are no funds on the Account, by the end of the next calendar month. The Customer may opt out of access to CitiPhone at a Branch, via CitiPhone or Citibank Online (with the exception of Citi Mobile).
10. In the case of certain of the operations indicated in the TFC, the Fees are settled by charging one subscription Fee for an unlimited number of operations throughout a calendar month or by charging Fees for individual operations. The subscription Fee is charged on the first Business Day following the month to which it pertains. The Customer may withdraw from the single subscription Fee at any time and choose to have the Fees charged for individual operations. The Customer may choose the settlement method based on a single subscription Fee at any time. The Customer may choose the settlement method at a Branch, via CitiPhone or Citibank Online (with the exception of Citi Mobile).
11. Any other Fees due are charged to the Account on an ongoing basis. If there are insufficient funds in the Account, the Bank will charge the Fee due after sufficient funds have been credited to the Account.
12. If a Fee is charged to a Foreign Currency Account or a Savings Account in a foreign currency, in order to convert the Fee to the currency of the Sub-Account, the Bank will apply the exchange rate valid at the time that the fee is posted. The above exchange rates are available on the Bank's website ([www.citibank.pl](http://www.citibank.pl)), via CitiPhone or at Branches.
13. In payment transactions executed in the territory of the Republic of Poland or in trade with member states other than the Republic of Poland, the Customer will pay the fees payable to the Bank in accordance with the Agreement and the Recipient will pay the fees provided in a relevant agreement made by the same with the Recipient's provider if both the Bank and the Recipient's provider or the only provider in the transaction operate(s) in the territory of a member state (SHA cost option). In the case of other payment transactions, the Customer may indicate the entity that will cover the costs of executing the payment transaction, choosing between the SHA cost option or the OUR cost option. In the OUR cost option, the entity covering all costs of the transaction is the Customer. The Customer will cover the costs of the payment transactions referred to above in accordance with the cost option chosen by the Customer when submitting the Payment Instruction.
14. The Bank is entitled to change the TFC by increasing the existing Fees or adding new Fees in the case of:
  - a) the introduction of new services if it ensures the proper performance of the Agreement, does not adversely affect the Customer's interests nor results in an increase in the Customer's financial charges under the Agreement in the event of not using a new service;
  - b) a change in the scope or the form of the services provided hitherto under the Agreement if it ensures the proper performance of the Agreement and does not adversely affect the Customer's interests;
  - c) an increase in actual costs incurred by the Bank, i.e.:
    - i. costs of issuing new or changing existing recommendations, guidelines or decisions by authorities supervising the Bank's operations, resulting in an increase of the Bank's costs in connection with the provision of services under the Agreement;
    - ii. costs of issuing new or amending any general laws or guidelines of supervising authorities pertaining to the performance of the Agreement and having impact on the increase of the Bank's costs in connection with provision of services under the Agreement;
    - iii. an increase in actual costs incurred by the Bank in connection with provision of a service under the Agreement or in the labor intensity of such service, for which the Fee will be charged;
 provided that the change to any item in the TFC in such a case may not be more than 200% in relation to the previous value or constitute a cost increase by more than 200%;
  - d) of an inflation rate (increase in prices of consumer goods and services) of at least 0.25% on a year-to-year basis, as published for the previous calendar month by Statistics Poland, whereby a change of any item in the TF&C in such a case may not exceed 200% in relation to the previous value.

The Bank may waive or reduce any Fees specified in the TFC.  
The TFC is modified not more than once a quarter, whereby the changes resulting from the above Items (a), (b), (c) and (d) are notified not later than within 6 months from the occurrence of the event.
15. The restriction of a change to 200% of the previous value, as referred to in the specific items of Subpara. 14 above, do not apply to cases where new items are added to the TFC or where the previous fee was PLN 0.
16. In the case of a change in the TFC, the Bank will notify the Customer of the changes as set forth in the Terms and Conditions, provided that the changes in the TFC apply to the specific type of the Customer's Account.
17. In cases where the Customer is the Recipient of the payment transaction, the Bank will provide the Customer with the amount of the payment transaction reduced by the Fees indicated in the TFC. In such case, the Bank will present the Customer with the full amount of the payment transaction and the charged Fees in a Statement.

### **Para. 33. INTEREST RATE AND INTEREST RATE TABLE**

1. The funds accumulated on the Account, with the exception of the Overdraft Limit Credit Line as referred to in Para. 28, are subject to a variable interest rate.
2. In the Interest Rate Table, the Bank may specify an amount above which the funds accumulated on the Accounts are or are not subject to interest.
3. Interest on the Account accrues based on the actual number of days, equal to:
  - a) 1/365 of annual interest (also in a leap year) for Accounts in PLN or GBP.
  - b) 1/360 of annual interest (also in a leap year) for Accounts in USD, in EUR or in CHF, for every day, starting from the day of payment, if it is a Business Day, or on the next Business Day, until the day preceding the disbursement;
 and is credited to the Account once a month at the end of the calendar month, subject to Subpara. 10 below.

4. For Deposits opened for a period of less than one year, the actual number of days is adopted as one month.
5. Interest on deposits is calculated as:
  - a) 1/365 of annual interest (also in a leap year) for Deposits in PLN or GBP;
  - b) 1/360 of annual interest (also in a leap year) for Deposits in USD, in EUR or in CHF, for every day, starting from the day of payment to the second last day of the contractual Term and is credited to the Deposit or Personal Account balance, unless the Deposit was opened on different terms.
6. Interest on Deposits is established based on a fixed interest rate valid at the Bank on the first day of the contractual Term.
7. The fixed interest rate is not subject to changes throughout the contractual Term of the Deposit.
8. In the case of the SuperSavings Account, interest does not accrue for any month in which the Customer executes a transaction debiting the SuperSavings Account.
9. The Bank is entitled to change the interest rate set out in the Interest Rate Table within 4 months of a change to any of the following indices, on the following conditions:
  - a) for accounts in PLN:
    - i. if any of the following rates decreases: reference rate, interest rate of loan on securities or deposit rate established by the Monetary Policy Council, published by the National Bank of Poland, by at least 0.10 percentage points, the Bank will be entitled to reduce the Account interest rate by 0.05 percentage points to 3 percentage points;
    - ii. if the inflation rate (an increase in prices of consumer goods and services) equals at least 0.25% year to year, as published for the previous calendar month by the Polish Central Statistical Office, the Bank will be entitled to reduce the Account interest rate by 0.05 percentage points to 3 percentage points;
    - iii. if any of the following indices decreases: interest rate on one-month loans in the Polish interbank market (one-month WIBOR) or interest rate on one-month deposits in the Polish interbank market (one-month WIBID), set as an average for a full calendar month, by at least 0.01 percentage points, published by Reuters, the Bank will be entitled to reduce the Account interest rate by 0.05 percentage points to 3 percentage points;
  - b) for accounts in convertible currencies, if any of the following indices decreases: interest rate on one-month loans in the interbank market in London (one-month LIBOR) or interest rate on one-month loans in the interbank market in the Eurozone (one-month EURIBOR), interest rate on one-month deposits in the interbank market in London (one-month LIBID) or interest rate on one-month deposits in the interbank market in the Eurozone (one-month EURIBID), set as an average for a full calendar month, by at least 0.001 percentage points, the Bank will be entitled to reduce the Account interest rate by 0.01 percentage points to 3 percentage points.

The Bank is entitled to increase the Account interest rate set out in the Interest Rate Table. Changes of interest rates may be applied without prior notice, provided that they are more favorable for the Customers.
10. The funds accumulated on the Savings Account in PLN are subject to the basic interest rate - interest is paid on the last Business Day of the calendar month. The Bank has the right to offer bonus, maximum or other interest provided that the calculation mechanism for such interest is set out in the Interest Rate Table.

#### **Para. 34. PROCEDURES IN THE EVENT OF THE CUSTOMER'S DEATH**

1. The Agreement expires upon the Customer's death; to the extent that such Agreement is subject to regulations on bank account agreements, the Agreement is terminated upon the Customer's death pursuant to Article 59a of the Banking Law. The above provision applies subject to the exceptions specified in Para. 4(10) and (11) and Para. 5(2).
2. Upon having been informed about the Customer's death, the Bank will suspend cash settlements for the Account unless applicable regulations obligate it to make such settlements.
3. In the event of the Customer's death, using the funds accumulated on the Account and the Deposits, subject to the terms and conditions set forth in the provisions of law, the Bank will:
  - a) execute the Instruction intended for the event of the Customer's death;
  - b) disburse the amount designed to cover the costs of the Customer's funeral;
  - c) disburse the amounts due to the authorities that make disbursements from insurance, social security or retirement benefits into the Account after the Customer's death;
  - d) disburse amounts due to entitled heirs in accordance with principles set forth in the provisions of law. The above provisions do not apply to Accounts maintained for more than one Customer.
4. The amount designed to cover the costs of the Customer's funeral in an amount not exceeding the costs of organizing the funeral in accordance with the customs established in a given environment will be paid to the person that presents bills documenting the amount of the costs incurred, issued by a person requesting payment.

#### **Para. 35. INSTRUCTION FOR THE EVENT OF DEATH**

1. Within the limits set by the Banking Law, the Customer may dispose of the funds accumulated on the Account and the Deposits in the event of the Customer's death.
2. The Instruction for the event of death must be delivered in writing and may be submitted for one or several persons indicated by the Customer: the spouse, the ascendants, the descendants or siblings. The Instruction for the event of death may be amended or revoked by the Customer in writing at any time. An Instruction for the event of death may not be established if the Account is held by more than one person.
3. The amount disbursed under the Instruction for the event of death; irrespective of the number of instructions issued, the amount disbursed may not be higher than twenty times the average monthly remuneration in the corporate sector without bonuses paid out of profit, declared by the President of Statistics Poland for the last month before the death of the Account holder.
4. If the Customer issued more than one Instruction for the contribution for the event of death and the total value of the instructions exceeds the limit specified above, an instruction issued later takes precedence over an earlier instruction. Any persons to whom payments were made under instructions for contribution for the event of death in violation of that principle are obliged to refund them to the heirs of the deceased Account holder.
5. The amount disbursed under the instruction for the event of death is not included in the Account holder's inheritance estate.
6. Should the Bank learn of the death of a Customer that issued the instruction for the event of death, the Bank will immediately notify the persons indicated by the Customer of the possible early disbursement of the specified amount.
7. The persons indicated in the Instruction for the event of death as referred to in Subpara. 2 are entitled to accept the amounts allocated to them without succession proceedings and after submitting an abridged copy of the Customer's death certificate and other documents as required by law.

8. The Customer is obliged to provide the Bank with, and keep updated, if necessary, information about the addresses of residence of the persons indicated in the Instruction for the event of death.
9. If there is no Instruction for the event of death, the funds accumulated on the Account and Deposits will be disbursed to entitled persons after original documents confirming the right to the funds are submitted to and verified by the Bank.

### Para. 36. COMPLAINTS

1. All Customer complaints concerning the operation of the Account, CitiPhone, the Branches, CitiAlerts (including the SMS Notification service) and Citibank Online as well as other products and services offered by the Bank will be accepted in the following form:
  - a) written form - submitted personally at a Branch during the working hours of the Branch or sent to the following address: Citi Handlowy, Biuro Obsługi Reklamacji i Zapytań Klientów (Customer Complaints and Inquiries Office), ul. Golezowska 6, 01-249 Warsaw;
  - b) oral form - made by phone or personally for the record during the Customer's visit at a Bank Branch;
  - c) electronic form - sent to the e-mail address of the Bank, via Citibank Online after logging in using the tab "Contact the bank".
2. Up-to-date contact details for submitting grievances and complaints are available on the Bank's website ([www.citibank.pl](http://www.citibank.pl)).
3. The Bank hereby informs the Customer that:
  - a) the Bank's operations are supervised by the Polish Financial Supervision Authority;
  - b) the Customer has the right to turn to the Financial Ombudsman for help;
  - c) the competent authority in charge of consumer protection is the President of the Office of Competition and Consumer Protection.
4. Upon the Customer's request, the Bank will acknowledge the receipt of a grievance or complaint in writing or otherwise as agreed with the Customer.
5. The Customer may submit a grievance or complaint through an attorney holding a power of attorney in written form certified by a notary, in the form of a notarial deed or granted by the Customer at a Branch in ordinary written form in the presence of an employee of the Bank.
6. To facilitate and expedite a thorough examination of a grievance or complaint by the Bank, it should be submitted immediately after the Customer becomes aware of any reservations, unless this circumstance has no impact on the manner of handling the grievance or complaint.
7. The Bank may ask the Customer to present any supplementary information and documents, as necessary to examine the complaint.
8. To enable quick and efficient examination of the grievance or complaint, it is recommended that the grievance/complaint should contain: the first name and surname, the PESEL number or the number of the identity document, a description of the event to which it refers, an indication of the reported negligence, the name of the employee dealing with the Customer (or circumstances enabling his/her identification), and in the case of incurring a loss - a precise indication of the Customer's claim resulting from the irregularities, a signature consistent with the specimen signature held by the Bank.
9. The Customer will be informed about the results of the grievance or complaint examination process without undue delay, but not later than within 30 days of receiving the complaint by the Bank. For complaints related to payment services provided by the Bank, starting from 15 November 2018 the Bank will respond to a complaint within 15 business days from the date of receiving the complaint.
10. In particularly complex cases which make it impossible to examine the grievance or complaint and respond to it within the periods referred to in Item 9 above, the Bank will send a notification to the Customer where it will:
  - a) explain the reasons for the delay;
  - b) indicate the circumstances that need to be determined to examine the case;
  - c) specify the expected time for examining and responding to the grievance or complaint, which may not exceed 60 days from the date of receiving the grievance or complaint not related to payment services provided by the Bank or, starting from 15 November 2018, 35 business days from the date of receiving the complaint in the case of complaints related to payment services provided by the Bank.
11. To comply with the times limits specified in Subpara. 9 and Subpara. 10(c) above, it will be sufficient for the Bank to send the response before the expiry of the relevant time limit.
12. The Bank may respond to a grievance or complaint not related to payment services provided by the Bank:
  - a) in a paper letter sent to the current mailing address of the Customer;
  - b) upon the Customer's request - by email to the Customer's Primary E-Mail Address communicated to the Bank,
  - c) **via Citibank Online - as a cc of a message sent concurrently as provided for in a) or b).**
13. The Bank may respond to a complaint related to payment services provided by the Bank in a letter or - on the basis of relevant arrangements with the Customer, **by electronic mail sent to the Customer's Primary Email Address provided to the Bank, via Citibank Online - as a cc of a message sent concurrently in paper form or by electronic mail.**
14. Any disputes between the Customer and the Bank may be settled upon the Customer's request in an out-of-court procedure, in accordance with the rules of the Banking Consumer Arbitrage, by a Banking Arbitrator at the Polish Bank Association, by the Financial Ombudsman on the terms specified in the Act of 5 August 2015 on Examining Complaints by Entities of the Financial Market and on the Financial Ombudsman and before the arbitration court at the Polish Financial Supervision Authority, in accordance with the authority's regulations. The Customer may obtain detailed information about the rules of dispute settlement by the Financial Ombudsman or the Banking Arbitrator, as referred to above, on the websites of these entities, i.e. [www.zbp.pl](http://www.zbp.pl) in the case of the Banking Arbitrator and [www.rf.gov.pl](http://www.rf.gov.pl) in the case of the Financial Ombudsman.
15. If, after learning of or revealing an unauthorized payment transaction, the Bank credited the Account with a specific amount or restored the debited Account to a balance that would have existed if the unauthorized transaction had not taken place, and then, in the course of further explanatory proceedings, the Bank confirms that the transaction was authorized, the Bank will again debit the Account with the amount previously credited or with an appropriate part thereof.
16. In cases other than stipulated in Subpara. 15 above, if, as result of a complaint, the Bank credits the Account with a specific amount, and then the merchant of the Debit Card or another entity makes a direct refund of the funds to the Account, in part or in full, the Bank will debit the Account with the previously credited amount or with an appropriate part thereof so as to avoid double crediting of the Account with the amount due to the Customer in connection with the complaint.

### §37. BANK GUARANTEE FUND

1. In accordance with the Bank Guarantee Fund Act of 14 December 1994 ("BGF Act"), the Bank is the entity subject to the mandatory guarantee system for funds accumulated on bank accounts or payable from debts confirmed by documents issued by the Bank, on the following terms:
  - a) the aim of the mandatory fund guarantee system is to ensure payment to depositors up to the amount set forth in the BGF Act from guaranteed funds on the event of their unavailability;

- b) the BGF guarantee covers funds accumulated by the depositor with the Bank on personal accounts and his receivables arising from other banking activities, in PLN, in EUR or in other foreign currencies, based on the balance as of the day of suspending the Bank's operations, as confirmed by personal documents issued by the Bank, increased by applicable interest accrued from the day the guarantee conditions are met - up to the amount specified by the Act, as well as the amounts specified in Article 55(1) and Article 56(1) of the Banking Law, provided that they mature before the Bank's operations are suspended - up to the amount specified in the Law, with the exception of securities other based solely on cash receivables or funds deemed by a valid court judgment to originate from a crime stipulated in Article 299 of the Penal Code;
  - c) the BGF guarantee does not cover deposits (receivables to the Bank) arising from the following transactions executed with the Bank:
    - i. banking activities not confirmed by a personal document issued by the bank;
    - ii. activities other than banking activities.
 Protection under the BGF does not cover receivables against an entity not covered by the guarantee system in cases where the Bank acts as intermediary for the agreement with that entity.
  - d) the maximum guarantee amount - in the event of the Bank's insolvency, the BGF will disburse the guaranteed funds up to the statutory amount; at the moment, a full guarantee is offered for deposits not exceeding the PLN equivalent of EUR 100,000, irrespective of the currency in which the deposit is denominated, the funds are disbursed in PLN after converting the value of the currency contribution at the NBP exchange rate valid on the day of the insolvency;
  - e) some of the deposits not covered by the BGF guarantee (above EUR 100,000) represent the depositor's receivables included in the Bank's insolvency estate and may be recovered as result of the estate distribution of the bankrupt Bank during insolvency proceedings. If the bankrupt Bank is acquired by another bank, the new owner will assume the liabilities towards the Customers;
  - f) a depositor that may be considered to be entitled to the cash benefit under the BGF Act is a natural person, a legal person, an organizational unit without legal personality, provided that it has legal capacity, being a party to a personal account agreement or having a receivable from the Bank arising from banking activities, confirmed by a personal document issued by the Bank;
  - g) the guarantee protection under BGF does not cover receivables: of the State Treasury, financial institutions such as domestic and foreign banks and credit institutions, brokerage houses, retirement funds, investment funds, entities providing insurance services, organizational units that, pursuant to the Accounting Act, are not entitled to prepare simplified balance sheets or profit and loss accounts (with the exception of local government units), the Bank's management or principal shareholders (holding at least 5% of the Bank's shares).
2. As a public company, the Bank is obliged to publish quarterly financial statements, which are also made public via the Financial Supervision Authority and on the Bank's website ([www.citibank.pl](http://www.citibank.pl)).

### § 38. MISCELLANEOUS PROVISIONS

1. The Account may not be used to settle transactions covered by provisions on anti-money laundering and combating terrorist financing. Moreover, the Parties hereby agree that the Account will not be used to settle transactions subject to international sanctions, including sanctions imposed by the United Nations, European Union or United States of America, whose scope and nature are indicated on the websites of the aforementioned organizations, and in the case of US sanctions on the website of the Office of Foreign Assets Control (OFAC), as well as on the Bank's website.
2. To the extent permitted by law, the Bank may set off its payables to the Customer under the Agreement, the TFC, the Interest Rate Table or other agreements made by the Customer with the Bank against the Customer's payables to the Bank.
3. The Customer is obliged to provide true and complete data necessary for due initiation or execution of the instruction by the Bank.
4. The Customer is obliged to notify the Bank in each case of any changes in his Personal Data delivered to the Bank. Such change in Personal Data should be notified immediately at a Branch or via CitiPhone or Citibank Online, or Citi Mobile banking platform to the extent admissible for such services.
5. The Customer is obliged to promptly inform the Bank if the Customer files a petition for bankruptcy or is declared bankrupt.
6. The Bank reserves the right to refuse to set a P.O. Box address or the address of a Bank Branch as the address for correspondence.
7. The Bank reserves the right to refuse to communicate with the Customer by telephone.
8. All telephone calls with the Bank's representatives may be recorded using electromagnetic storage media and may be used as evidence.
9. The Bank records and files documents, recordings and other carriers of information developed or received in connection with the provided services.
10. The Bank reserves the right to contact the Customer via telephone, text messages, e-mail messages or electronic messages available in Citibank Online, in particular with regard to matters related to the performance of the Agreement, in particular in situations related to problems with the performance of the Customer's Instructions and with the security of the Customer's funds, or in the complaint handling process.
11. The Customer is obliged to control his Account balance and notify the Bank immediately of any irregularities via CitiPhone, Citibank Online (with the exception of Citi Mobile) or at Branches.
12. The Customer is obliged to inform the Bank that he or she receives a retirement or disability pension from abroad before the account is credited with the first amounts on that account. Notifying the Bank is understood as delivering all the information necessary to perform tax obligations in this scope, that is, delivering a written statement that the Customer receives a retirement/disability pension from abroad, containing full identification details of the taxpayer who receives a retirement or disability pension from abroad, along with a copy of a decision confirming that a foreign institution has granted such a benefit, translated by a sworn translator into Polish.
13. With a view to ensuring the security of the funds on the Personal Account or Savings Account, the Bank reserves the right to refuse to execute any Customer instruction if no transactions on the Account have been recorded for a period of 360 consecutive days, save for the accrual of interest on the Account balance or charged fees or commissions. Access to the Personal Account or Savings Account and execution of transactions will be enabled by the Bank after verification of the Customer via Citibank Online (with the exception of Citi Mobile), at Branches or via CitiPhone.
14. The Bank reserves the right to limit the Customer's ability to dispose of the assets accumulated with the Bank, by:
  - a) suspending transactions;
  - b) account blockade;
  - c) freezing the Customer's assets;
  - d) in the cases provided for by applicable laws, according to the procedure and rules set forth in the Prevention of Money Laundering and Terrorism Financing Act of 1 March 2018 and in the Banking Law of 29 August 1997.
15. The funds to which the Customer has limited access under Subpara. 12 above will be subject to the interest rate specified in Para. 34.
16. For security reasons, the Bank may establish daily transaction limits, especially for transactions:
  - a) via Citibank Online;
  - b) at an ATM;
  - c) via the Internet, without physical use of the Debit Card, provided that a Debit Card with such functionality has been issued;

- d) cashless transactions made through Merchants;
- e) for Contactless Transactions, provided that a Citicard with such functionality has been issued.
- Daily transaction limits are specified in the TFC. In justified cases, the Bank may also modify the daily transaction limits at the Customer's request.
17. Following generally applicable law provisions, the Bank charges taxes and other public levies.
18. The Customer is obligated not to provide the Bank with unlawful content via CitiPhone or Citibank Online.
19. Deposits and other amounts due from the Bank in any currency may only be disbursed at the Bank in the territory of the Republic of Poland and the liabilities arising under the Agreement or other agreements made by the Bank and the Customer, whose provisions invoke these Terms and Conditions, are governed by the Polish law (including the Civil Code, the Banking Law and the Foreign Exchange Law).
20. The Bank is authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:
- adjusting to new or amended legal provisions governing the Bank's operations or to changes in the interpretation of such provisions by competent authorities to the extent that they apply to the Agreement;
  - a change in the scope or form of services offered to the Customer or an introduction of new services under the Agreement made by and between the Bank and the Customer, provided that the change does not affect the Customer's interests;
  - adjusting to changes in the Bank's IT systems, provided that such changes affect the services or products provided by the Bank and do not affect the Customer's interests;
  - adjusting to recommendations, advice or decisions issued by banking regulators or competent authorities engaged in the protection of consumer rights to the extent that they apply to the Agreement;
  - the Bank's decision to discontinue offering a given product or service.
21. If any provisions of the Agreement or its integral appendices are amended, unless the Agreement or the Terms and Conditions provide otherwise, the Bank will provide the information on the amendments made in a paper letter or on any other durable data carrier to the last correspondence address or to the last Primary Electronic Mail Address indicated by the Customer or via Citibank Online no later than two months prior to the effective date of such new provisions. In such a case, before the proposed effective date of the amendments, the Customer has the right to terminate the Agreement free of charge, as of the day on which the amendment was communicated to the Customer, but no later than as of the day of which the amendments would come into force. Instead of terminating the Agreement, as referred to in the previous sentence, the Customer may also object to the proposed amendments. In such a case, the Agreement will expire on the day preceding the effective date of such proposed amendments. The Customer's objection to the amendments will be free of charge. Unless the Customer terminates the Agreement or makes an objection in accordance with the above procedure, the Customer is deemed to have accepted the relevant provisions of the Agreement in their new wording.
22. In the case of an Agreement made by the Bank with Joint Account Holders, declarations of intent and knowledge, including amendments to the Agreement or appendices constituting an integral part thereof, account Statements and other correspondence will be addressed to the Joint Account Holder identified as the first joint account holder in the Agreement.
23. The Customer is obliged to ensure free space in their e-mail account as required to receive messages sent by the Bank as part of the services provided via e-mail.
24. The Customer will ensure that persons able to receive the e-mails sent to the indicated address are authorized to receive the information contained in the correspondence sent to that address.
25. The Bank hereby informs its Customers that the use of electronic mail, or online data transmission methods, entails risk of unauthorized access to provided data in the case of their acquisition, altering the content of the data being sent, loss of confidential nature of the data being provided, or delays in sending data, resulting from a failure of transmission systems or their inefficiency as well as other negative effects beyond the Bank's control.
26. The right to terminate the Agreement vested in a Customer that has entered into a Deposit Product Agreement will include the termination of the Agreement in full or disablement of just some of the products and services covered by the amendment to the Agreement, Terms and Conditions, TFC or Interest Rate Table.
27. If a Payment Instruction is submitted directly by the Customer, the Bank, unless it proves that the account of the Recipient's provider was credited within the time limits specified in Para. 12(25) of these Terms and Conditions, will be liable toward the Customer for non-performance or undue performance of the payment transaction unless:
- The Customer fails to notify the Bank, promptly, but in any case not later than in 13 months from the date on which the payment account was debited, of the unauthorized, non-performed or unduly performed transactions;
  - The Unique Identifier provided by the Customer was incorrect;
  - it is caused by an event of force majeure or results from other legal regulations.
28. If the Bank is liable under Subpara. 27 above, it will promptly restore the debited payment account to the balance that would have existed if the non-performance or undue performance of the transaction had not occurred. The value date of crediting the payment account of the Customer may not be later than the value date of debiting such an amount.
29. If the Payment Instruction is submitted by the Customer to a Third Party Provider, the Bank will reimburse the Customer for the amount of the non-executed or unduly executed payment transaction or, if necessary, it will restore the debited Account to the balance that would have existed, if such undue execution had not occurred.
30. If the account of the Recipient is credited within the time limits specified in Para. 12(25), the Recipient's provider will be liable towards the Recipient for non-performance or undue performance of the payment transaction. If the Recipient's service provider is liable under this Subpara. 30, it will promptly make the amount of the payment transaction available to the Recipient or, where the Recipient uses the payment account, it will credit the payment account of the recipient with a relevant amount in order to restore the payment account to the balance that would have existed if the non-execution or undue execution of the payment transaction had not occurred. The value date of crediting the payment account of the Recipient may not be later than the value date at which the amount would have been credited if the transaction had been made in a timely manner. If the payment transaction is executed with a delay, the payment services provider of the Recipient will ensure - on request of the payment services provider of the payer acting for the payer - that the value date of crediting the payment account of the Recipient is no later than the value date at which the amount would have been credited if the transaction had been made correctly.
31. If the payment transaction is initiated by or through the Customer as the Recipient, the Bank - as the provider of the Recipient - is liable to the Customer for correct transfer of the Transaction initiated by or through the Customer in accordance with the Terms and Conditions, except for the cases referred to in Subpara. 27(a)-(c) above. If the Bank is liable in accordance with this clause, it will promptly transfer the Payment Instruction again to the provider of the Payer. If the Bank transfers the Payment Instruction with a delay, the Account will be credited with the amount of the Payment Instruction at the value date no later than the value date at which the Account would have been credited with the amount if the transaction had been executed correctly. The Payer's Service Provider informs the Bank that the Payment Instruction has been transferred with a delay.

32. Except for the cases referred to in Subpara. 27(a)-(c) above, the Bank is liable to the Customer - as the Recipient - for non-execution or undue execution of the payment transaction if the Bank defaults on the obligation that the cash payment to the Account made by the Bank in the Account currency, should be made available to the Account promptly after receiving funds but no later than on the same Business Day and that such payment should have the value date of the payment day, if the payment is made by a consumer. If the payment is made by a non-consumer, the funds may not be made available on the Account at the value date later than on the next Business Day after receiving the funds. If the Bank is liable under the previous sentence, the Bank will make the amount of the payment transaction available to the Customer promptly after the Account is credited with such an amount. The Account will be credited with the amount of the payment transaction that is made available to the Customer in accordance with the previous sentence, at the value date no later than the value date at which the Account would have been credited if the transaction had been executed correctly by the Bank.
33. In the case of non-executed or unduly executed payment transaction for which the Bank, as the provider of the Recipient, is not liable under Subparas. 30 and 31 above, the liability to the Payer will be borne by the service provider of that Payer. In such a case the service provider of the Payer will promptly reimburse the Payer for the amount of the non-executed or unduly executed payment transaction or, where the Payer uses a payment account, it will restore the charged payment account to the balance that would have existed if non-execution or undue execution of the payment transaction had not occurred. The obligation referred to in the previous sentence is not applicable to the service provider of the Payer if it proves that the Bank, as the Recipient's service provider, received the amount of the payment transaction, even if the payment transaction was executed with a delay. In such a case the Bank, as the provider of the Recipient, will credit the Account with the amount at the value date no later than the value date at which the Account would have been credited if the payment transaction had been executed correctly.
34. If the payment transaction initiated by the Customer/User or initiated by or through the Recipient is not performed or is unduly performed, excluding any payment transaction initiated by the Customer for which the Unique Identifier provided by the Customer was incorrect, the Bank, irrespective of any liability under the above provisions, will promptly initiate any steps, on request of the Customer, to track the payment transaction and will notify the Customer of the results of such tracking, such steps being free of charge for the Customer.
35. In the event of a payment transaction in which the Unique Identifier provided by the Customer was incorrect, the Bank will promptly initiate any steps to recover the amount of the payment transaction made with the use of incorrect Unique Identifier, in particular on the terms and in the manner set forth in the Payment Services Act.
36. If the Customer believes that the Bank's actions violate the provisions of law, the Customer will be entitled to lodge a grievance to the municipal or district Consumer Ombudsman or to the Polish Financial Supervision Authority. Information about the grievance procedure of the Polish Financial Supervision Authority can be found on [www.knf.gov.pl](http://www.knf.gov.pl).
37. The Customer may demand from the Bank a reimbursement of the amount of an authorized payment transaction initiated by or through the Recipient, where such a transaction has already been executed, if:
  - a) the amount of the payment transaction was not determined precisely when it was being authorized; and
  - b) the amount of the payment transaction is higher than the amount the Customer could have expected, taking into account the type and value of previous transactions of the Customer, provisions of the Agreement and other significant circumstances of the case.
38. The Customer is obliged to present any factual circumstances indicating that the conditions referred to in Subpara. 36 above are met.
39. The Customer is not entitled to a refund of the amount of an authorized transaction initiated by the Recipient if:
  - a) the Customer gave consent to executing the transaction directly to the Bank; and
  - b) information on the future payment transaction was given to the Customer by the Bank or the Recipient, in an agreed manner, at least 4 weeks before the date of execution of the order or was made available to the Customer by the Bank or the Recipient, in an agreed manner, for the period of at least 4 weeks before the date of execution of the order.
40. As regards direct debit, the Customer has unconditional right to obtain a refund. In such case the Bank will reimburse the Customer for the full amount of the payment transaction within 10 days as of receiving the refund request.
41. The Customer may request a refund as referred to in Subpara. 36 above within 8 weeks from the date on which the Account is debited.
42. The rules of liability of the Bank specified in Subparas. 26 through 38 hereof apply to payment transactions governed by the Payment Services Act.
43. Whenever the Terms and Conditions refer to the Bank communicating with the Customer using an address for correspondence, an e-mail address or a mobile phone number, these will be understood as the address for correspondence, Primary E-Mail Address or Primary Mobile Phone Number last indicated to the Bank. The Primary Electronic Mail Address or Primary Mobile Phone Number registered with the Bank should be used solely by the Customer or Holder, as appropriate.
44. Any disputes arising from the performance of the Agreement or any other agreement governed by the Terms and Conditions, which are not settled amicably, will be settled by the competent common court in Poland of relevant subjective and territorial jurisdiction.
45. 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.
46. Any matters not regulated under the Agreement or any other agreement governed by the Terms and Conditions will be governed by these Terms and Conditions and by other laws generally applicable in the territory of the Republic of Poland, in particular the Banking Law, the Payment Services Act, the Civil Code and provisions on foreign exchange trading.
47. As long as the Agreement is in force, the Customer will be entitled to request, at any time, that the provisions of the Agreement and information on the payment account and executed payment transactions be made available to the Customer in paper format or on any other permanent medium.
48. In the event of any discrepancies between the contents of the Terms and Conditions and the Agreement or any other agreement governed by these Terms and Conditions, the provisions of the applicable agreement will prevail.
49. These Terms and Conditions are issued by the Bank pursuant to Article 109 of the Banking Law and are binding upon the Bank and the Customer pursuant to Article 384(1) of the Civil Code in force on the effective date of these Terms and Conditions.
50. The Agreement has been made in Polish. The Bank reserves the right to use the text of the agreement in other languages for information purposes; however, the Polish version will prevail in all cases. The language used in communication between the Bank and the Customer is Polish. On the Customer's request, in its contacts with the Customer the Bank may use a different language in which it offers Customer service.
51. Whenever any Agreement uses the term "account" or "current account", this means a specific type of an Account or a Foreign Currency Sub-Account within a Personal Account, as relevant in the given context. Whenever any Agreement refers to an Item of the Terms and Conditions that does not exist or whose number has changes, the provisions of the Terms and Conditions whose wording most closely resembles that of the deleted or modified provisions should be applied instead.
52. The Terms and Conditions, the TFC and the Interest Rate Table constitute an integral part of the Agreement.
53. These Terms and Conditions take effect on and are binding as of **30 January 2023**.



# Appendix to Bank Account Terms and Conditions

## Cut-off Times List

Applicable as of 30 January 2023 r.

Internal transfer order:

| Currency   | Recipient at the Bank:   | Cut-off time                        |
|--|--|-------------------------------------|
| PLN, EUR and other foreign currencies, BLIK Phone Transfer | Consumer as defined in the Act of 23 April 1964 - Civil Code (Journal of Laws of 1964, no. 16, item 93 as amended, "Civil Code") or any other act amending or superseding it                         | 10:30 p.m. executed on a 24/7 basis |
| PLN, EUR and other foreign currencies                      | Microbusiness as defined in the Freedom of Business Activity Act of 2 July 2004 (Journal of Laws of 2004 no. 173, item 1807) or any other act amending or superseding it                             | 10:30 p.m.                          |
| PLN  | Business owner other than a Microbusiness as defined in the Freedom of Business Activity Act of 2 July 2004 (Journal of Laws of 2004 no. 173, item 1807) or any other act amending or superseding it | 5:30 p.m.                           |
| EUR and other foreign currencies                           | Business owner other than a Microbusiness as defined in the Freedom of Business Activity Act of 2 July 2004 (Journal of Laws of 2004 no. 173, item 1807) or any other act amending or superseding 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 time                          | Date of posting in the account of the Recipient's payment service provider for Payment Instructions submitted before the Cut-off Time |
|--|--|---------------------------------------|---|
| Domestic transfer order in PLN                                 | PLN  | 3:30 p.m.                             | D   |
| Within the framework of Express Elixir and BLIK Phone Transfer | PLN  | 10:30 p.m. executed on an 24/7 basis; | D   |
| SEPA transfer order  | EUR  | 2:00 p.m.                             | D+1   |
| In the EEA currencies in the EEA - standard mode               | EUR, GBP, DKK, CHF, SEK, PLN, NOK, CZK, HUF                          | 2:00 p.m.                             | D+1   |
| Other - standard   | EUR, USD, GBP, DKK, CHF, SEK, PLN, NOK, AUD, JPY, CAD, CZK, HUF, ZAR | 2:00 p.m.                             | D+2   |
| Other - urgent   | EUR, USD   | 2:00 p.m.                             | D   |
|  | PLN  | 12:30 p.m.                            |   |
|  | GBP, DKK, NOK, CAD, HUF, ZAR, CHF                                    | 11:30 a.m.                            |   |
|  |  | 10:30 a.m.                            |   |
|  | SEK, CZK   | 9:30 a.m.                             |   |
|  | JPY  | 11:45 a.m.                            |   |

D - date of submitting the Payment Instruction/transfer instruction.

# Appendix to Bank Account Terms and Conditions - Payment Instruction Manual

Applicable as of 30 January 2023 r.

| Type of Payment Instruction  | Information necessary to process a payment transaction  |
|--|---|
| Transfer order, SEPA transfer order, transfer order in a foreign currency, internal transfer order | <p><b>An internal transfer order in PLN and a transfer order in PLN to a bank operating on the territory of the Republic of Poland and an internal transfer order in EUR and other foreign currencies:</b></p> <ul style="list-style-type: none"> <li>- account number from which the order is to be executed in the NRB format or the NRB format reduced to the last 10 characters ("internal account number"), or indication of the account type and currency</li> <li>- currency and amount of the payment transaction</li> <li>- account number of the Recipient in the NRB format or in the case of an internal transfer order between Customer's accounts with the Bank, in the NRB format reduced to the last 10 characters ("internal account number"), or indication of the account type and currency</li> <li>- name of the Recipient (does not apply to internal transfer orders between Customer's accounts with the Bank)</li> <li>- transfer reference (does not apply to internal transfer orders between the Customer's accounts with the Bank processed via Citibank Online)</li> </ul> <p><b>A cross-border transfer order in PLN, a transfer order in a foreign currency, a cross-border transfer order in a foreign currency, a SEPA transfer order and a cross-border transfer order in EUR:</b></p> <ul style="list-style-type: none"> <li>- account number from which the order is to be executed in the NRB format or the NRB format reduced to the last 10 characters "internal account number", or indication of the account type and currency</li> <li>- currency and amount of the payment transaction</li> <li>- number of the Recipient's account in the IBAN format for countries where account numbers are provided in this format. For other countries, the Recipient's account number with the exception of SEPA transfer orders the Recipient's bank code (SWIFT or BIC or USA BIC, so-called FW/ABA or Sort Code; if the Customer does not provide the bank code, they should provide their full details together with the address of the Recipient's bank)</li> <li>- name of the Recipient</li> <li>- transfer title</li> <li>- address of the Recipient, in the case of a bank operating in the territory of Canada</li> <li>- country in which the Recipient's bank operates</li> </ul> |
| BLIK Phone Transfer  | <ul style="list-style-type: none"> <li>- name and surname of the Recipient and/or indication of the Recipient of the transfer</li> <li>- indication of the Personal Account number in PLN that will be debited</li> <li>- mobile phone of the Recipient</li> <li>- amount of the payment transaction in PLN</li> <li>- transfer title</li> </ul>  |
| Cash deposit   | <ul style="list-style-type: none"> <li>- account number in the NRB format or the NRB format reduced to the last 10 characters ("internal account number"), or for cash deposits made by the Customer to a Customer's account indication of the account type and currency</li> <li>- currency and amount of the payment transaction</li> <li>- name of the Recipient</li> <li>- cash deposit title</li> </ul>  |
| Cash withdrawal  | <ul style="list-style-type: none"> <li>- account number in the NRB format or the NRB format reduced to the last 10 characters ("internal account number") or indication of the account type and currency</li> <li>- currency and amount of the payment transaction</li> </ul>   |
| Direct debit in PLN  | <ul style="list-style-type: none"> <li>- payment ID (a sequence of no more than 20 alphanumeric characters, agreed between the Recipient and the Customer)</li> <li>- details of the Recipient - creditor (name, address, Tax Identification Number (NIP))</li> <li>- details of the Customer - payer (full name, address)</li> <li>- account number of the Customer - payer operated in PLN, in the NRB format</li> <li>- name of the bank operating the payment account of the Customer/ payer</li> </ul>   |
| SEPA direct debit  | <ul style="list-style-type: none"> <li>- Recipient's ID</li> <li>- details of the Recipient - creditor (name, address, ID)</li> <li>- details of the Customer - payer (full name, address)</li> <li>- account number of the Customer - payer in the IBAN format and the SWIFT code of Bank Handlowy w Warszawie - payer's bank</li> </ul>   |

|                |   |
|----------------|---|
| Standing order | <p><b>internal (in PLN, EUR or another foreign currency, but only between accounts in the same currency) between accounts of the same Customer or different Customers of the Bank:</b></p> <ul style="list-style-type: none"> <li>- account number from which the standing order will be executed in the NRB format or the NRB format reduced to the last 10 characters ("internal account number"), or indication of the account type and currency</li> <li>- name of the Recipient (not applicable if the standing order is between accounts of a single Customer)</li> <li>- standing order processing day</li> <li>- account number of the Recipient in the NRB format or in the case of a standing order between the Customer's accounts with the Bank, in the NRB format reduced to the last 10 characters ("internal account number"), or indication of the account type and currency</li> <li>- frequency</li> <li>- date of first completion</li> <li>- standing order expiry date</li> <li>- standing order title</li> <li>- payment amount and currency</li> </ul> <p><b>external in PLN (such a standing order may only be established for an account in PLN and processed in PLN):</b></p> <ul style="list-style-type: none"> <li>- account number from which the order is to be executed in the NRB format or the NRB format reduced to the last 10 characters ("internal account number"), or indication of the account type</li> <li>- name of the Recipient</li> <li>- standing order processing day</li> <li>- account number of the Recipient in the NRB format</li> <li>- frequency</li> <li>- date of first completion</li> <li>- standing order expiry date</li> <li>- standing order title</li> <li>- payment amount and currency</li> </ul> |
|----------------|---|

BIC (Bank Identifier Code) - the identifier code of an institution, which unambiguously indicates the payment service provider, and the elements of which are specified in an ISO standard.

IBAN (International Bank Account Number) - an unambiguous identifier of a customer's account number with the bank used to identify the bank account in transactions with payment service providers within the territories of member states of the European Economic Area and in countries that have adopted IBAN as the standard identification system of bank accounts. An account number recorded in this format consists of a two-letter country code followed by two control digits and up to thirty alphanumerical characters of the account number, referred to as the BBAN (Basic Bank Account Number), the length of which varies by country. The IBAN of accounts operated by the Bank consists of the two-letter PL code and the NRB.

NRB/bank account number - an unambiguous identifier of the customer's account with a bank, adopted in the Polish bank account identification system, used in domestic transactions. An account number recorded in this format consists of twenty-six digits, i.e. two control digits followed by eight digits of the Bank's sort code and sixteen digits of the Customer's account number with the Bank.

USA BIC - so-called FW/ABA - a nine-digit bank code identifying banks in the US settlement systems.