

## **Terms and Conditions for Use of Payment Cards of Bank Handlowy w Warszawie S.A. with Apple Pay ("Terms and Conditions")**

1. These Terms and Conditions are issued by Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, at ul. Senatorska 16, 00-923 Warsaw, entered in the Register of Entrepreneurs of the National Court Register with the District Court for the Capital City of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register, under No. KRS 0000001538; tax identification number (NIP) 526-030-02-91; share capital of PLN 522,638,400, fully paid up, acting on the basis of consents of and under the supervision of the Polish Financial Supervision Authority, e-mail address: listybh@citi.com, website: www.citihandlowy.pl ("Bank").
2. These Terms and Conditions set out how Cards can be registered and used with Apple Pay.
3. The following terms and phrases, as used in these Terms and Conditions, shall have the following meaning:
  - a) "Apple Pay" means a digital wallet provided by Apple Distribution International with its registered office in Ireland, Holly Hill Industrial Estate, Cork, Ireland ("Apple") on an Apple device (such as a phone, tablet, computer or watch) through a pre-installed Wallet application to enable a User to register Mastercard payment cards held by the User, manage the card portfolio and make payments using the cards registered in the wallet;
  - b) "Card" shall mean a debit or credit card issued by the Bank through Mastercard the use of which is governed by the Card Terms and Conditions;
  - c) "Card Terms and Conditions" (individually and collectively) shall mean Bank Account Terms and Conditions of Bank Handlowy w Warszawie S.A., Credit Card Terms and Conditions of Citibank Bank Handlowy w Warszawie S.A. and the General Terms and Conditions of Service for Corporate Clients, respectively.
  - d) "User" shall mean, as appropriate:
    - Client or User as defined for the purposes of the Credit Card Terms and Conditions of Citibank Bank Handlowy S.A.; or
    - Client or Agent as defined for the purposes of the Bank Account Terms and Conditions of Bank Handlowy w Warszawie S.A. who is issued a Card; or
    - Corporate Client or Representative as defined for the purposes of the General Terms and Conditions of Service for Corporate Clients who is issued a Card.
  - e) "Wallet" means an application on an Apple device which stores Tokens and enables registration of a Card with Apple Pay.
4. The terms of use for the Apple applications and services, including Wallet and Apple Pay, are not covered by these Terms and Conditions and are defined by Apple and available on Apple's website at <https://support.apple.com/pl-pl/HT208531>. This includes technical specifications which must be met in order to use Apple Pay and a list of eligible devices supporting the use of Apple Pay.
5. Only the Card User may register a Card with Apple Pay.
6. The registration of a Card with Apple Pay is confirmed by an individual number generated for the Card registered (token) ("Token").
7. A Card can be registered with Apple Pay as follows:
  - a) by adding the Card in the Wallet app on an Apple device; or
  - b) through the Citi Mobile mobile banking app (for Cards being credit cards only).
8. A Card is successfully registered through Wallet after all of the following steps are completed:
  - a) the Card details are entered in Wallet;
  - b) the User reads and accepts the Terms and Conditions; and
  - c) the User enters the authorization code received in an SMS to the mobile phone number registered with the Bank in Wallet.
9. Only a Card which is a credit card can be registered with Apple Pay through Citi Mobile and this is done by completing all of the following steps:
  - a) log in to the Citi Mobile mobile banking app;
  - b) select the Card intended to be registered with Apple Pay;
  - c) initiate the Apple Pay registration process in Citi Mobile to register the credit card of choice by choosing the button "Add to Apple Wallet";
  - d) read and accept the Terms and Conditions; and
  - e) enter the authorization code received in an SMS to the mobile phone number registered with the Bank or through Citi Mobile Token in Citi Mobile.
10. For a description how to add a Card to Apple Pay on specific Apple device models, refer to the Bank's website at [www.online.citibank.pl/applepay](http://www.online.citibank.pl/applepay).
11. The User may register a Card with Apple Pay and use the Card through Apple Pay as long as the Card is an active card (not restricted/blocked/closed).
12. The Bank may refuse to support a Card with Apple Pay (including refusal to register a Card) where:
  - a) a User engages in unlawful conduct in relation to the use of Apple Pay to the detriment of the Bank's interests;
  - b) a User is in breach of the security policies or the provisions of these Terms and Conditions in Section 29 above.
13. A User can make transactions using Cards registered with Apple Pay as set forth in the Card Terms and Conditions and these Terms and Conditions.
14. To enable the use of the Apple Pay service, the Bank:
  - a) confirms the accuracy of the details and information previously entered by a User to the payment organization and to Apple;
  - b) provides Apple, through the payment organization, an anonymized list of the last 10 transactions made by a User with Apple Pay and the last four digits of the payment card.
15. A User authorizes the transmission of the information specified in Section 14 by:

- a) entering a one-time code required to register a Card during the Card registration with Apple Pay through Wallet; or
  - b) accepting the addition of a Card to Apple Pay from the Citi Mobile mobile banking app and confirming the acceptance:
    - by entering in Citi Mobile the authorization code received in an SMS to the mobile phone number registered with the Bank or
    - through the Citi Mobile Token.
16. For security reasons, if an Apple device is no longer used, all Cards must be removed from Wallet on that Apple device.
17. A User can use a Card added to Apple Pay for the following transactions:
- a) contactless transactions made by moving an Apple device with an added Card close to a proximity reader at points which accept Mastercard card payments (merchants);
  - b) remote transactions with merchants who accept Mastercard card payments with the use of Apple Pay;
  - c) cash transactions if such transaction type is provided by the Bank.
18. A User can make Card transactions by following the steps required by the Apple Pay mechanism and authorizing those transactions as described in the Card Terms and Conditions.
19. A User's instruction to disable contactless transactions on a Card involves simultaneous blocking of payments with the Card using Apple Pay.
20. If more than one Card is registered with Apple Pay, a Card must be selected before proceeding with a transaction. If no Card is selected, the transaction will use the Card designated as default in Apple Pay.
21. A history of the last ten transactions with Cards is available in Apple Pay on an Apple device (excluding an Apple Watch) and the transactions displayed are not older than 30 days. The transaction details include the transaction date, time, amount, place and status.
22. For renewals or new issues of a Card with the same number, the Card details in Apple Pay will be automatically updated.
23. Where a Card is restricted or a new Card is issued with a new number, the Bank will block the Tokens linked to the payment Card on which the Card is registered. Upon activation of a Card with a new number, the Card will have to be re-registered with Apple Pay.
24. A User may cancel registration of a Card with Apple Pay at any time by:
- a) deleting the Card Tokens from all devices on which the Apple Pay digital wallet has been used;
  - b) restricting the Card or requesting deletion of a Token in a call with a CitiPhone consultant.
25. The Bank has the right to block the Apple Pay use:
- a) for objectively justified reasons linked to safety of Apple Pay; or
  - b) in connection with suspected unauthorized use of Apple Pay or intent to cause execution of an unauthorized payment transaction; or
  - c) where a Card is blocked/restricted by the Bank for reasons stipulated in the Card Terms and Conditions.
26. A User can contact the CitiPhone hotline for assistance with Apple Pay registration, blocking or restricting a Card and for any questions to the Bank at:
- a) (+48) (22) 692 2484, for individual customers;
  - b) (+48) (22) 692 2900, for sole proprietors.
27. A User is obliged:
- a) to keep the passwords and access codes to their Apple device, including Apple Pay, secret;
  - b) not to disclose any details shown on their Card for any purposes other than registration of the Card with Apple Pay;
  - c) to properly secure the Apple device with their Card installed against loss, theft or damage;
  - d) not to share the Apple device on which their Card is registered with Apple Pay with third parties;
  - e) not to store any biometric data of third parties on the Apple device dedicated to use Apple Pay;
  - f) to log on to Wallet and make transactions in person only; and
  - g) to immediately notify the Bank of any loss, theft or interception of any data required to use Apple Pay or any unauthorized use of Apple Pay.
28. The Bank is entitled to unilaterally amend these Terms and Conditions to:
- a) align them with new or amended legislation governing the Bank's operations or with changes in the interpretation of the said legislation by competent authorities, to the extent that they apply to these Terms and Conditions;
  - b) implement new or change the scope or manner of providing the services to which the provisions of these Terms and Conditions apply, unless such change harms the User's interests;
  - c) align them with changes in the Bank's IT systems or with changes in the manner of providing the service by Apple, provided that such changes affect the services provided by the Bank and do not harm the User's interests;
  - d) align them to recommendations, requests 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.
29. If any provisions of these Terms and Conditions are amended, the Bank will provide information on the amendments made in a paper letter or on any other durable data medium to the last correspondence address or to the last email address indicated by the User no later than two months prior to the effective date of such new provisions (for Users defined in Section 3(d)(3), no later than one month prior to the effective date of such new provisions). In such a case, a User will have the right to remove their Cards from Apple Pay or object to such amendments, provided that the User's wish in this respect has been notified to the Bank before the effective date of such amendments. Unless a User makes an objection, the User will be deemed to have accepted the relevant provisions of these Terms and Conditions in their new wording. An objection will lead to the removal of the User Cards from Apple Pay by the Bank.
30. Any matters not specifically provided for in these Terms and Conditions will be governed by the provisions of the Card Terms and Conditions, accordingly, in particular with respect to:
- a) transaction authorization and scope of protection;
  - b) fees for individual transaction types; and
  - c) complaints procedure.
31. For information about personal data processing in respect of the information provided by a User directly to Apple on a device, refer to the website at <https://www.apple.com/legal/privacy/pl/>.
32. Apple Pay and Apple are registered trademarks of Apple Inc., incorporated in the U.S. and other countries.