

# 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 Entrepreneurs 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; tax ID No. NIP 526-030-02-91; the share capital is PLN 522,638,400, fully paid-up. Bank Handlowy w Warszawie S.A. is regulated by the Polish Financial Supervision Authority (KNF). E-mail address: listybh@citi.com. The list of addresses of the Branches where business activities are carried out is available on [www.citibank.pl](http://www.citibank.pl) and via the CitiPhone Telephone Banking Service.

## TABLE OF CONTENTS

Chapter I. DEFINITIONS	
§ 1. DEFINITIONS	
Chapter II. DEPOSIT PRODUCT AGREEMENT	
§ 2. DEPOSIT PRODUCT AGREEMENT	
Chapter III. BANK ACCOUNTS AND DEPOSITS	
A. ACCOUNT HOLDER	
§ 3 ACCOUNT HOLDER	
§ 4. JOINT ACCOUNT HOLDERS	
§ 5. MINORS' ACCOUNT	
§ 6. ATTORNEY	
B. BANK ACCOUNT TYPES	
§ 7. COMMON PROVISIONS	
§ 8. PERSONAL ACCOUNT	
§ 9. SAVINGS ACCOUNTS	
§ 10. DEPOSIT ACCOUNT	
§ 11. BASIC PAYMENT ACCOUNT	
Chapter IV. BANK MONETARY SETTLEMENTS	
§ 12. GENERAL PROVISIONS	
§ 13. DEPOSITS	
§ 14. CASH WITHDRAWAL	
§ 15. TRANSFER ORDER	
§ 16. DIRECT DEBIT	
§ 17. "EMERGENCY CASH" SERVICE	
§ 18. FOREIGN CURRENCY INSTRUCTION	
Chapter V. PAYMENT INSTRUMENTS	
§ 19. GENERAL PRINCIPLES	
§ 20. CITICARD	
§ 21. CITIBANK ONLINE ELECTRONIC BANKING SERVICE AND CITI MOBILE	
§ 22. CITIPHONE TELEPHONE BANKING SERVICE	
Chapter VI. ELECTRONIC BANKING AND COMMUNICATION WITH THE BANK	
§ 23. CITIALERTS SERVICE	
§ 24. COOKIES	
§ 25. SECURITY	
§ 26. STATEMENTS, FEE SUMMARY AND CORRESPONDENCE	
Chapter VII. OVERDRAFT LIMIT CREDIT LINE	
§ 27. OVERDRAFT LIMIT CREDIT LINE	
Chapter VIII. MISCELLANEOUS AND FINAL PROVISIONS	
§ 28. CITIGOLD LOUNGE PASS CARD	
§ 29. CITI GLOBAL WALLET	
§ 30. TERMINATION OF THE AGREEMENT	
§ 31. FEES AND COMMISSIONS	
§ 32. INTEREST RATE AND INTEREST RATE TABLE	
§ 33. PROCEDURES IN THE EVENT OF THE CUSTOMER'S DEATH	
§ 34. INSTRUCTION FOR THE EVENT OF DEATH	
§ 35. COMPLAINTS	
§ 36. BANK GUARANTEE FUND	
§ 37. MISCELLANEOUS PROVISIONS	

## Chapter I. DEFINITIONS

### § 1. DEFINITIONS

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

- 1) Merchant - an entrepreneur that accepts a payment or enables a cash withdrawal using a Citicard;
- 2) Authorization - a 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;
- 3) „Emergency Cash” - cash withdrawal made outside the Republic of Poland in an emergency situation, on the terms set forth in § 17 of the Terms and Conditions;
- 4) Bank - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;

- 5) CitiAlerts - a service of 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;
- 6) Citibank Global Transfer or CGT - a service that enables the Customer to submit a Payment Instruction in the form of a transfer order, SEPA transfer order or cross-border transfer order in EUR to the Recipient's bank account indicated by the Customer and maintained by any bank branch that offers this service; an up-to-date list of countries where bank branches execute CGT transactions is available on the Bank's website ([www.citibank.pl](http://www.citibank.pl)), at the Branches and via the CitiPhone Telephone Banking Service;
- 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) **Citi Global Wallet - a service available for Personal Accounts specified in the Table of Fees and Commissions, 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 terms set forth in § 29.**
- 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 - CitiPhone 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 the CitiPhone Telephone Banking Service and to execute bank monetary settlements using the CitiPhone Telephone Banking Service;
- 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 the Citibank Online Electronic Banking Service;
- 14) CVC2 - a three-digit number printed on a Debit Card; 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) 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 the CitiPhone Telephone Banking Service and on the website of the operator of the service - National Clearing House ([www.expresselixir.pl](http://www.expresselixir.pl));
- 20) Primary Electronic Mail Address or Primary E-Mail Address - e-mail address indicated by the Customer for the purpose of contact with the Bank in matters related to Agreement performance;
- 21) Primary Mobile Phone Number - 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;
- 22) 3D Secure Password - a one-time password sent in an SMS message to the Primary Mobile Phone Number designated by the Customer used for confirming transactions made via the Internet using 3D Secure Service;
- 23) Payment Instrument - a personalized device or set of procedures used by the Customer to submit a Payment Instruction, in particular a Citicard, Citibank Online Electronic Banking Service, CitiPhone Telephone Banking Service;
- 24) 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, 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;
- 25) World Elite Debit MasterCard Debit Card - a payment card issued by the Bank solely to Customers who hold a Citigold Private Client Personal Account and whose average balance on all the accounts in the given month amounts to at least PLN 3,000,000;
- 26) **Credit Card - a payment card issued by the Bank under a Citibank Credit Card Agreement;**
- 27) Customer - a consumer within the meaning of the Act of April 23, 1964 - Civil Code who concluded an Agreement with the Bank and has full capacity for legal transactions, subject to § 5 of these Terms and Conditions;
- 28) 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 the Citibank Online Electronic Banking Service, Citi Mobile or at a Branch of the Bank (to the extent permitted for those services and the Branch);
- 29) Identification Code - confidential identification codes: Debit Card PIN, CitiPhone PIN, Contactless Media PIN, Citi Mobile Token PIN 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;
- 30) Account - Personal Account or Savings Account;
- 31) Personal Account - a bank account maintained in PLN (with the option of opening a Foreign Currency Subaccount) 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;
- 32) Savings Account [Konto Oszczędnościowe] - an interest-bearing bank account or set of bank accounts maintained in PLN, EUR or other 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 shall bear interest according to the Interest Rate Table;

- 33) SuperSavings Account [Konto SuperOszczędnościowe] - an interest-bearing bank account or set of bank accounts maintained in PLN, EUR or other 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 shall 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;
- 34) 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 May 12, 2011;
- 35) Contactless Module - an electronic device embedded in selected types of Citicards, which communicates with a contactless reader enabling the execution of contactless transactions;
- 36) Non-Resident - a natural person who is a non-resident within the meaning of the Foreign Currency Law of July 27, 2002;
- 37) 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;
- 38) 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;
- 39) 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;
- 40) Branch - an organizational unit where the Bank provides services covered by the Agreement to its Customers;
- 41) 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 the Citibank Online Electronic Banking Service, via Citi Mobile or via the CitiPhone Telephone Banking Service;
- 42) Overdraft Limit Credit Line Offer - 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 the CitiPhone Telephone Banking Service;
- 43) Settlement period - in the case of the Overdraft Limit Credit Line facility it is a calendar month;
- 44) Payment Organization - an organization that settles transactions made using Citicards - issued either within the given organization or under the CGT service; information about the Payment Organizations with whom the Bank cooperates in issuing and servicing Citicards is available via the CitiPhone Telephone Banking Service, at the Branches and on the Bank's website;
- 45) Minor - a person between 13 and 18 years of age with a limited capacity for legal transactions;
- 46) 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 a domestic transfer order in PLN via an online payments operator selected by the Customer. Pay by Link (Płać z Citi Handlowy) is not a payment executed by a Third Party Provider;
- 47) Attorney - a natural person authorized by the Customer to operate the Account;
- 48) Citicard PIN - Identification Codes: Debit Card PIN, Contactless Medium PIN - used to denote all of them collectively;
- 49) Citi Mobile Token PIN - a confidential six-digit Customer identification number used for authentication, including strong authentication, with the use of Citi Mobile Token;
- 50) Debit Card PIN - a confidential four-digit Customer identification number used to execute ATM transactions, non-cash transactions in retail and service outlets, cash transactions through Merchants using a Debit Card and to verify the Customer's identity at the Bank Branches;
- 51) Credit Card PIN - a confidential four-digit Customer identification number used to execute transactions and verify the Customer's identity at the Bank Branches;
- 52) 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;
- 53) Cash Back (Płać kartą i wypłać) - cash withdrawal using a Citicard with such a functionality, made at a Merchant that offers such a service, directly following a non-cash transaction made using the same Citicard;
- 54) 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;
- 55) Basic Payment Account - a payment account referred to in § 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;
- 56) CGT transfer order - a transfer order, SEPA transfer order or cross-border transfer order in EUR executed as part of the CGT service;
- 57) Express Elixir transfer order - a domestic transfer order in PLN executed as part of the Express Elixir service;
- 58) 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;
- 59) 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;
- 60) 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);
- 61) 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;
- 62) Cross-border 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 payment account with the provider in a country other than the Republic of Poland and in a currency other than PLN and EUR;
- 63) 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;
- 64) Internal transfer order - a service initiated by the payer, consisting in enabling the transfer of funds between payment accounts maintained by the same provider;
- 65) Transfer order in a foreign currency - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's domestic payment account with the provider in a currency other than PLN and EUR;

- 66) 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;
- 67) 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;
- 68) Direct Debit in PLN - a direct debit executed in PLN;
- 69) 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;
- 70) SMS Notification - a service consisting in the transmission of messages regarding the payment account, with the use of short text messages;
- 71) 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;
- 72) Deposit Account or Deposit - a term deposit account maintained on the terms specified in § 10 of the Terms and Conditions, in the Deposit opening instruction and in the Deposit Product Agreement;
- 73) Savings Account - Savings Account [Konto Oszczędnościowe], SuperSavings Account [Konto SuperOszczędnościowe];
- 74) Terms and Conditions - these Bank Account Terms and Conditions;
- 75) Resident - a natural person who is a resident within the meaning of the Foreign Currency Law of July 27, 2002;
- 76) **Strong authentication - authentication that ensures the protection of data confidentiality by using at least two elements from the following categories:**
- knowledge possessed by the user only;
  - possession held by the user only;
  - 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;**
- 77) 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;
- 78) Foreign Currency Subaccount - 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;
- 79) SWIFT - Society for Worldwide Interbank Financial Telecommunication;
- 80) 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;
- 81) Account Interest Rate Table - an interest rate table for Accounts constituting an appendix to the Terms and Conditions and forming an integral part thereof;
- 82) TFC - Table of Fees and Commissions constituting an appendix to the Terms and Conditions and forming an integral part thereof;
- 83) 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 usage of a Citicard, in particular orders placed in writing, by telephone, electronic media or via the Citibank Online Electronic Banking Service;
- 84) Cash transaction - any cash deposit or **Cash Withdrawal** at ATMs, banks or at Merchants that offer such a functionality;
- 85) 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 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;
- 86) 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;
- 87) 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;
- 88) 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;
- 89) Agreement - Deposit Product Agreement, "Citibank Personal Account" Bank Account Agreement or "Citibank Savings Account/Citibank SuperSavings Account" Bank Account Agreement, or another Bank Account Agreement to which these Terms and Conditions apply;
- 90) Citicard Agreement - an agreement that constitutes a separate agreement in the case of Customers who have not concluded 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 concluded a Deposit Product Agreement with the Bank;
- 91) 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 through the CitiPhone Telephone Banking **Service**, Citibank Online Electronic Banking **Service** and at the Branches;
- 92) Unique Identifier - the number of a payment account 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;
- 93) Citibank Online Electronic Banking Service - a service of 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;
- 94) CitiPhone Telephone Banking Service - a service of 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;
- 95) Incoming Call Identification Service - a functionality that allows for identification of a Customer who is making a call under the CitiPhone Telephone Banking **Service** using the Primary Mobile Phone **Number**; such identification is carried out based on the entered CitiPhone PIN;
- 96) Payment Services Act - the Act of August 19, 2011 on payment services;
- 97) **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;**

- 98) **Mobile Authentication** - authentication of a Payment Instruction or any other activity with a Citi Mobile Token;
- 99) **End User** - a Customer using the Citibank Online Electronic Banking **Service** or demanding the provision of the Citibank Online Electronic Banking **Service**;
- 100) **Deposit** - any non-cash or cash instruction, including a cash deposit, resulting in an inflow of funds into the account;
- 101) **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;
- 102) **Joint Holders** - two, three or four Customers who jointly hold one Account;
- 103) **Statement** - monthly information on changes in the account status and determination of the balance, made available in the Citibank Online Electronic Banking **Service** in electronic form or sent in paper format to the last address for correspondence indicated by the Customer;
- 104) **Payment card issuing** - a service consisting in issuing a payment card, referred to in Article 2.15a of the Payment Services Act;
- 105) **Issuing a certificate of 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;
- 106) **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;
- 107) **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;
- 108) **Withdrawal** - any cash or non-cash instruction, including a cash withdrawal, resulting in an outflow of funds from the account (account debiting);
- 109) **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;
- 110) **3D Secure Service / 3D Secure** - a method of confirming 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;
- 111) **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.
- 112) **Payment Instruction** - a statement made by the Customer or Recipient to the Bank, containing an order to initiate or carry out a payment transaction;
- 113) **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

### § 2. DEPOSIT PRODUCT AGREEMENT

- The Customer and the Bank may conclude 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.
- If a Deposit Product Agreement is concluded between the Bank and a Customer for whom the Bank already maintains an individual Personal Account or Savings Account, the conclusion of the Deposit Product Agreement shall result, subject to Section 24 of this Article, 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) shall remain unchanged.
- An Agreement may be made following the delivery of documents and information confirming the identity of the person applying for the conclusion 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 March 1, 2018. The Bank will present the Customer with the Fee Information **Document**, in accordance with the Payment Services Act, in good time before making the Deposit Product Agreement. The Bank will present the Customer with the Fee Information **Document** also if there is a change in the amount of fees charged for a service included in the list of representative services. Before opening a **Basic** Payment Account for a 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 § 11 of the Terms and Conditions, maintained by a payment services provider in the territory of the Republic of Poland.
- At the time of concluding a Deposit Product Agreement, the Customer shall receive a Deposit Product Confirmation, which lists all the products and services that:
  - were maintained for the Customer by the Bank on the basis of agreements concluded before the date of concluding the Deposit Product Agreement and for whom the newly concluded Deposit Product Agreement shall replace the individual agreements, and
  - were activated at the moment of concluding the Deposit Product Agreement, subject to Section 6 below.
- A Customer who concludes a Deposit Product Agreement with the Bank shall 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 shall be obliged to provide the Bank with his or her true Personal Data. The Customer's Personal Data shall 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.
- The Customer who concludes a Deposit Product Agreement should have an Account under an agreement concluded before the conclusion of the Deposit Product Agreement or activated on the basis of the Deposit Product Agreement. If the Deposit Product Agreement is concluded outside a Branch, the Account shall be activated upon delivery of the Deposit Product Agreement to the Bank according to the procedure specified in Section 11(d) below. If the Customer amends or supplements the Deposit Product Agreement,, the Account shall 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 shall 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 him or her under the Deposit Product Agreement.
8. The provisions of these Terms and Conditions, subject to the provisions of § 11 hereof laying down the rules for maintaining a payment account that is a **Basic** Payment Account, shall 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 the CitiPhone Telephone Banking **Service** and the Citibank Online Electronic Banking **Service**, 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 at a Branch or via the Citibank Online Electronic Banking **Service** or the CitiPhone Telephone Banking **Service**:
  - a) Personal Account;
  - b) Savings Accounts;
  - c) Deposits;
  - d) issuing a Citicard payment card;
  - e) other products and services offered by the Bank and made available to the Customer under the Deposit Product Agreement, with the proviso that Citi Mobile can be used for activation only with respect to item c).
11. Activation of a product or service shall become effective only after it is confirmed by the Bank. Such confirmation shall be 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 the Citibank Online Electronic Banking **Service**, by making an activation confirmation for the given product or service available in the Citibank Online Electronic Banking **Service**;
  - c) in the case of activation via the CitiPhone Telephone Banking **Service**, by reading out an activation confirmation for the given product or service to the Customer;
  - d) in the case of a Deposit Product Agreement concluded outside a Branch, after the Bank has verified the documents signed by the Customer, in the form of an SMS message and/or electronic message (e-mail message) 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 Section 11 of this Article shall be considered an update of the Deposit Product Confirmation.
13. Regardless of the method of concluding the agreement, the Customer may withdraw from the Deposit Product Agreement in full within 14 days of its conclusion 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 concluding the Agreement, and the Bank shall 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 he or she has 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 the CitiPhone Telephone Banking **Service**, upon verification;
  - d) a notice of termination filed via the **Citibank Online** Electronic Banking Service (with the exception of Citi Mobile).
15. In the event of the Customer's death, the provisions of § 4 Sections **10** and **11** of these Terms and Conditions (if the deceased Customer was a Joint Account Holder) and § **33** of these Terms and Conditions shall apply.
16. Termination or expiry of the Deposit Product Agreement shall 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 § **30** Section 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 the Citibank Online Electronic Banking **Service** or via the CitiPhone Telephone Banking **Service**. Change in the type of the Personal Account shall 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 the Citibank Online Electronic Banking **Service** and the CitiPhone Telephone Banking **Service**, 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 the CitiPhone Telephone Banking **Service** or the Citibank Online Electronic Banking **Service** (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 shall apply to the results of deactivation as referred to in the previous sections, 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 concluded as a joint agreement between the Bank and two, three or four Joint Holders (a Joint Deposit Product Agreement). The same Joint Holders may conclude 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) shall 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 of the Customers has a separate and independent access to communication channels with the Bank;
  - c) each of the 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 shall be 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 shall have an effect on the other Customers.
24. If a Joint Deposit Product Agreement is concluded between the Bank and Joint Holders for whom the Bank already maintains a joint Personal Account or Savings Accounts, the conclusion of the agreement shall result in replacing all the provisions of joint agreements previously concluded 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 concluded individually by the Joint Holder with the Bank before the conclusion of the Joint Deposit Product Agreement; in particular, this applies to a Citicard Agreement.
- If the Joint Holder concludes 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 concluded individually by the Joint Holder before the conclusion of the Joint Deposit Product Agreement or the Deposit Product Agreement shall take place on the basis of the first agreement concluded 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 concluded on a later date.
- All the service settings (including the bank account numbers and Identification Codes) shall 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 concluded 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. § 5 of these Terms and Conditions shall apply to instructions submitted by a Minor.

## Chapter III. BANK ACCOUNTS AND DEPOSITS

### A. ACCOUNT HOLDER

#### § 3 ACCOUNT HOLDER

1. The Bank may maintain a payment account (the Account) for one Customer under an individual Agreement. A 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 § 4 of the present Terms and Conditions. A Customer may also be solely a Joint Account Holder of one or multiple accounts, without signing an individual Agreement.
3. The Customer shall indicate to the Bank his or her foreign exchange status (Resident or Non-Resident) and inform the Bank promptly of any changes thereof.

#### § 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 shall have the right to independently dispose of the funds in the Account. A Customer who holds a particular type of Account as his or her individual Account may only hold the same type of Account as a Joint Account of which he or she is the first Joint Holder.
2. The Joint Holders shall 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 simultaneously submit concordant declarations of intent. A termination of a Joint Account Agreement shall 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 shall be transformed into Joint Accounts;
  - b) The Powers of Attorney established for each individual Agreement shall 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 shall 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 shall be obliged to notify the Bank thereof without delay at a Branch or via CitiPhone Telephone Banking **Service**, or in writing.
8. All actions under the Agreement, except for the actions referred to in Section 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 shall not cause the Agreement to expire; such an Agreement shall continue on unchanged terms with the surviving Joint Holders. The heirs shall 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 shall cause the Joint Agreement to become an Individual Agreement.

#### **§ 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 his or her loss of statutory representative status, the Agreement shall expire, unless the Minor's second statutory representative is a Party to the Agreement.
3. As soon as the Minor attains majority, he or she becomes a full Joint Holder together with the remaining Joint Holders - his or her 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 shall 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.

#### **§ 6. ATTORNEY**

1. The Customer may appoint an Attorney to operate the Account. Power of Attorney may be granted in writing in the form of a Customer's statement of will signed by the Attorney and filed at a Branch. Such Power of Attorney shall give the right to perform all actions in connection with the maintenance of the Account and submitting instructions concerning the Account under the Agreement, including independent disposal of funds accumulated in the Account and the opening and closing of 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 public, 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 a Power of Attorney was drafted in a foreign language, it should be translated into Polish by a sworn 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 the Citicard, with the exception of the CitiPhone Telephone Banking **Service** and Citibank Online Electronic Banking **Service**. A legal transaction performed by an Attorney within the right of authorization shall produce legal effects directly for the Customer.
6. A Power of Attorney may be revoked by the Customer in writing at a Branch, through the CitiPhone Telephone Banking **Service** or by way of a written revocation delivered to the Bank.
7. The Customer may apply for the Attorney to be issued a Citicard or consent to the Attorney using a Citicard.
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 the Citicard issued to the Attorney at any time. The cancellation shall become effective as soon as the Bank is notified thereof at a Branch or via CitiPhone Telephone Banking **Service**.
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 shall apply accordingly to the appointed Attorney, subject to the scope of the received authorization.

### **B. BANK ACCOUNT TYPES**

#### **§ 7. COMMON PROVISIONS**

1. The Bank maintains a payment account (the Account) for the Customer who has signed an Agreement with the Bank. A 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 shall be concluded in writing by way of both parties signing the Agreement or in any other legally permitted form. If the Customer has already concluded a Deposit Product Agreement, they may submit an instruction to activate the following:
  - a) **an additional Account via CitiPhone Telephone Banking Service and the Citibank Online Electronic Banking Service (with the exception of Citi Mobile) as well as at a Branch,**
  - b) **a Foreign Currency Sub-Account via the CitiPhone Telephone Banking Service and the Citibank Online Electronic Banking Service, including via Citi Mobile under the Citi Global Wallet Service as well as at a Branch.**
3. Depending on the Customer's foreign exchange status, the Bank shall maintain a payment account for the Customer as a Resident's Account or as a NonResident'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 Entrepreneurs' 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 shall have the right to terminate the Agreement in whole or in part.

## § 8. PERSONAL ACCOUNT

1. The Customer's primary bank account shall be a personal account maintained in PLN. Within the framework of the Personal Account, the Customer shall 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 Table of Fees and Commissions (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 shall have the right to change the type of the Personal Account maintained for him or her. For accounts with variable interest rates, the change in the interest rate shall occur as of the date on which the Personal Account type is changed and shall 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 the CitiPhone Telephone Banking Service or via the Citibank Online Electronic Banking Service (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 shall have the right to notify the Customer of its intention to change the type of Personal Account maintained for the Customer.
5. The bank shall 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 shall charge no additional fees for the change of the Bank Account type.
6. The Personal Account type shall be changed to a Personal Account type currently offered by the Bank, which shall 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 shall 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 shall deliver to the Customer the applicable TFC if the Customer has not received such a TFC previously; the TFC shall be delivered in the manner provided for delivery of the amendments to the present Terms and Conditions and for TFC amendments.

## § 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. A 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 Bank offers the following types of Savings Accounts: the Savings Account and the SuperSavings Account . Individual Savings Account types differ with by fee levels and functionality, as specified in the TFC and the Interest Rate Table.

## § 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 Client 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 he or she is 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 shall remain unchanged for the entire term of the Deposit.
5. Withdrawal of funds from the Deposit during its term shall 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 shall be opened on the following Business Day.
7. If the Deposit maturity date falls on a day other than a Business Day, the Deposit shall mature on the following Business Day.
8. Unless the Customer's instructions state otherwise, the Contractual Term shall 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 shall 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.

## § 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 section 5 below.
2. The bank shall 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 shall open a Basic Payment Account for an indefinite period of time.
3. The Bank shall open a Basic Payment Account as:
  - a) an individual account,
  - b) a joint account within the understanding of § 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 shall open a **Basic Payment Account** for minors as stipulated by § 5 of the Terms and Conditions.

4. The Bank shall open a **Basic** Payment Account based on a 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 shall 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 his or her 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 concluded a different payment account agreement enabling the execution of transactions referred to in Section 5 above, on the territory of the Republic of Poland.
7. The Bank may terminate the **Basic** Payment Account Agreement for reasons specified in Section 6 letter 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 Section 6 letter a), b) and/or d) above, with immediate effect.
8. In the case of termination of the **Basic** Payment Account for reasons specified in Section 7 above, the Customer shall indicate to the Bank in what way he or she wishes 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 shall inform the Customer about the method of securing the funds in writing.

## Chapter IV. BANK MONETARY SETTLEMENTS

### § 12. GENERAL PROVISIONS

1. Within the framework of a Personal Account, without the need for additional activation, the Bank shall 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) "Emergency Cash" withdrawal service,
  - e) Transactions with the use of a Citicard, including cashback, as well as other cash withdrawals with the help of Merchants.
2. Within the framework of a Savings Account, the Bank shall, upon the Customer's instructions, perform the monetary settlements referred to in Section 1 item 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 item c). Such monetary settlements may not be performed at ATMs.
3. Within the framework of a Super Savings Account, the Bank shall, upon the Customer's instructions, perform the monetary settlements referred to in Section 1 item 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 item c). In the case of execution of direct debit or a standing order, the provisions of § 32 Section 8 do not apply. Such monetary settlements may not be performed at ATMs.
4. The Bank may agree other forms of accepting orders, including Payment Orders, with the Customer.
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 Orders. In particular, the Bank may require the Customer to confirm Payment Orders by phone, provided that the Customer was informed of this requirement when submitting the Payment Order. In order to obtain the confirmation, the Bank shall contact the Customer immediately under the number indicated by the Customer as his/her 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 service provider (Place 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 service provider (Place 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 denominated in a foreign currency is equal to or higher than a single unit of that currency.
7. The Bank shall execute Payment Orders with the exception of direct debit and payment made using the Citicard, based on an 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 Order 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 **Section** 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 the CitiPhone Telephone Banking **Service**, via the Citibank Online Electronic Banking **Service**, via the Recipient, or with the use of electronic communication means, will notify the Customer of such a refusal and, if possible, of the reasons behind such a refusal and of the procedure for rectifying the errors that have led to the refusal unless such a notification is not allowed under separate laws and regulations.
  12. In the case, where an incorrect entry is posted in the Account, the Bank shall 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 shall 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 Orders made by the Customer to be executed on the day indicated by the Customer, the Bank shall 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 Orders shall be executed in the order of their filing.
  14. The Bank shall 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) in case where the Payment Instruction is received by the Bank:
      - i) on a day that is not a Business Day, or
      - ii) on a Business Day, but after the Cut-Off Hours specified in the Cut-Off Hours List, the Customer's Payment Instruction is treated as received by the Bank on the first Business Day following that day.
- If **the consent given by the Customer** concerns subsequent payment transactions, the withdrawal shall apply to all payment transactions that have not been executed, unless the Customer indicated otherwise. The Bank shall not charge the Account before the receipt of a Payment Instruction.
15. From the moment of the Bank receiving the Payment Order the Customer may change the Order only with the Bank's consent.
  16. **Subject to § 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 can recall or modify the Payment Instruction until the Business Day before the Payment Instruction execution date.**
  18. **After the time limits set forth in § 16 and § 17 above, the Payment Instruction can 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 sub-para. 16 and 17 above must also be approved by the Recipient.**
  19. While executing Payment Orders from the Account or deposits to the Account made in a different currency than the one in which the Account is maintained, Bank exchange rates are used applicable upon the receipt of the Payment Order by the Bank. The exchange rate is set based on average exchange rates from the interbank market (the Average Rate). The average exchange rate is increased by the Bank's margin. Due to the changeability of the Exchange Rate being beyond the Bank's control, the changes to the Average account Rate tables are made without notice.

The rule described in the present Section 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 current exchange rates applied at the Bank are stated in the Exchange Rates Table which is made available to Bank Customers via the Citibank Online Electronic Banking **Service**, the CitiPhone Telephone banking **Service** and at the Bank's website ([www.citibank.pl](http://www.citibank.pl)). Information on the applied exchange rates is presented by the Bank in the transaction description provided in the Statement. For Payment Instructions above the amount set forth in the information available with the Exchange Rates Table, the Bank may agree with the Customer upon other exchange rates than set forth in the Exchange Rates Table.
  21. The Payment Order may be executed in currencies specified by the Bank. The list of currencies in which a Payment Order may be executed is made available to the Customers at Branches and via the Citibank Online Electronic Banking **Service** and the CitiPhone Telephone Banking **Service**.
  22. 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 Order, 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 Order.

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.

23. Subject to § 13 Section 4 below, the Bank shall 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 shall 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 translation, or

b) makes no currency translation or makes a translation 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.

24. 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.

25. 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).

### § 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 ([www.citibank.pl](http://www.citibank.pl))),

c) in the form of a cash deposit in Citibank's ATMs with the deposit function or in cash deposit machines of independent operators chosen by the Bank. A list of cash deposit machines of independent operators together with their location is available at the Branches, on the Bank's website ([www.citibank.pl](http://www.citibank.pl)) and via the CitiPhone Telephone Banking Service.

2. Deposits to Savings Accounts can be made only in the forms specified in Section 1 letter a) and b).

3. In the case of cash deposits made to a Personal Account in ATMs or cash deposit machines 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 § 19 and § 20 of the Terms and Conditions apply.

4. If the Bank makes no currency translation or makes a translation between EUR and the member state's currency or between currencies of two member states, the cash deposit amount is verified and translated and the Personal Account is credited with the deposited amount:

a) promptly after the payment - for cash payments 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 of independent operators chosen by the Bank, subject to Section 5 below.

5. 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 counterfeit or there is a suspicion as to their authenticity;

c) refuse to accept 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 18:00h, or on Saturdays, Sundays and public holidays.

6. The limits to cash deposits made in ATMs or cash deposit machines are specified in the Table of Fees and Commissions.

7. A payment transaction covered by a Payment Instruction regarding a cash deposit, is deemed authorized if:

a) it was confirmed by the Citibank Debit Card PIN, or

b) in the case where a deposit made at a Branch was confirmed with the Customer's signature or was confirmed by a Citibank Debit Card PIN or a Citibank Credit Card PIN, or

c) in the case of use of a device where transactions are initiated through confirmation of holding a card, the transaction is authorized by the physical presentation of a Debit Card in the machine, unless strong user authentication is required under applicable laws.

8. 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 the Citiphone Telephone Banking Service.

### § 14. CASH WITHDRAWAL

1. Cash withdrawals from the Personal Account are made:

a) in ATMs,

b) at Branches specified by the Bank;

c) with the use of a Citicard - cashback 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 the Citiphone Telephone Banking Service.

3. Subject to Section 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. 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 is specified in the Table of Fees and Commissions.
5. The Customer may obtain information concerning cash services provided by Branches at the Branches or via the CitiPhone Telephone Banking **Service**.
6. A payment transaction covered by a Payment Instruction of a cash withdrawal is deemed authorized if it has been confirmed with Citicard PIN or Citibank 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). Consent for a payment transaction may also be given through the Recipient or the Recipient's service provider.
7. The limits on ATM withdrawals, withdrawals via Acceptors, and those made within the framework of the Cashback service are specified in the Table of Fees and Commissions.

#### **§ 15. TRANSFER ORDER**

1. Subject to Section 5 below, the Customer has the right to order the Bank the execution of transfer orders, SEPA transfer orders, foreign currency transfer orders and internal transfer orders as follows:
  - a) via the Citibank Online Electronic Banking **Service**,
  - b) via Citi Mobile (with the exclusion of the Tax Office and Domestic Transfer Orders in PLN executed in the SORBNET system),
  - c) via the CitiPhone Telephone Banking **Service**;
  - d) at Branches specified by the Bank on the Bank's website ([www.citibank.pl](http://www.citibank.pl)),
  - e) in multi-functional ATMs specified by the Bank (with the exception of Payment Orders with a Future Date; Payment Orders made at ATMs may be executed only to Recipients who had been defined previously via the CitiPhone Telephone Banking **Service** or at a Branch).
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 are executed only within the framework of the SORBNET system.
3. During the execution of a Payment Instruction from the Customer's account as part of the CGT service to the Recipient's account maintained in a different currency than the one of the Payment Instruction, the Recipient's account shall be credited with an amount converted at the currency rate used by a Payment Organization making settlements as part of the service.
4. CGT 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 CGT 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 transfers as part of the CGT or Express Elixir service before accepting the Payment Instruction covering an instruction for a CGT or an Express Elixir transfer.
5. 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 § 12 Section 22 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 is charged pursuant with the Table of Fees and Commissions. The urgent mode is not available for transfers executed in EUR within the territory of the European Economic Area.
6. If a Payment Instruction that is a standing order, a Payment Instruction that is an domestic transfer order in PLN, or an internal transfer order in PLN with a future date is established, modified or canceled, the Customer shall 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.
7. 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 shall 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.
8. 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 Citibank Debit Card and Citibank Debit Card PIN or a Citibank Credit Card and Citibank Credit Card PIN or an identification document and, subsequently, confirmed with the Citibank Debit Card PIN or the Citibank Credit Card PIN or the Customer's signature;
  - b) in an ATM following prior confirmation of the Customer's identity with a Citibank Debit Card PIN;
  - c) via the CitiPhone Telephone Banking **Service** according to the rules of authentication of Payment Instructions submitted using that Payment Instrument;
  - d) via the Citibank Online Electronic Banking **Service** according to the rules of authentication of the Payment Instructions submitted using that Payment Instrument.
 Consent for a payment transaction may also be given through the Recipient or the Recipient's service provider and through an authorized Third Party Provider.
9. If the Customer has established a Payment Instruction which is a standing order, it will be deemed that the Customer's consent includes all future transactions executed under the Payment Instruction.
10. The Bank informs that with respect to international money transfers executed via SWIFT, the U.S. government administration may have access to personal data. The 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).

11. If the Bank denies access to the Account to a Third Party Provider, where such access is unauthorized or illegal, the Bank shall inform the Customer about such denial with SMS to the Customer's Primary Mobile Telephone Number provided to the Bank or via the Citibank Online Electronic Banking Service.  
The Bank shall inform the Customer about the denial before the access is denied. If it is not possible to inform the Customer before the access is denied, the Bank shall inform the Customer immediately thereafter but no later than on the next business day after such denial. The Bank shall not inform the Customer about the denial if such information compromises objectively justified security reasons or is against separate regulations.

#### § 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 providing the Bank with his/her consent to charge the Personal Account as part of the direct debit service.
3. The Customer may grant consent to debit his or her Personal Account maintained in PLN as part of the Direct Debit service in PLN:
  - a) To the Bank - at the Branch, by placing his or her signature on an authorization form to debit the Account, via the CitiPhone Telephone Banking Service or the Citibank Online Electronic Banking Service (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 his or her signature on an authorization form to debit the Account.
4. The Customer's consent to debit his or her Personal Account under the SEPA Direct Debit service shall be obtained by signing an authorization to debit the Account and confirming it by telephone by the Customer immediately after the Bank receives the authorization.
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. The consent is equivalent 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 lapse of its validity date if it was granted for a defined time period.
7. The rules pertaining to the procedure and form of granting the consent apply to its revocation.
8. 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.

#### § 17. "EMERGENCY CASH" SERVICE

1. The "Emergency Cash" service allows for a cash withdrawal outside the Republic of Poland in an emergency situation, if the Debit card issued for the Customer's Account was stolen or lost and the Customer has no other means of access to his or her cash.
2. Any Customer may use the "Emergency Cash" service. The service is not available to the Attorney appointed to operate the Account.
3. Cash may be withdrawn in any Branch of a bank that is a member of the Citigroup Inc. offering the "Emergency Cash" service. The current list of countries in which branches of banks that are member of the Citigroup Inc. allow for the use of the "Emergency Cash" service, is available on the Bank's website [www.citibank.pl](http://www.citibank.pl), at a Branch and in the CitiPhone Telephone Banking Service.
4. Initial identity verification of a Customer wishing to use the "Emergency Cash" service is done based on a valid passport.
5. The cash withdrawal is made based on a written application, in which the Customer declares the amount of cash to be withdrawn in USD and indicated the Account to be debited with the cash withdrawal. The cash withdrawal is executed from the indicated Account, provided it contains sufficient funds. The cash withdrawal is always executed in the currency of the country in which the service is performed converted at the given currency's buy rate applicable at the bank executing the cash withdrawal.
6. A payment transaction covered by an Emergency Cash Payment Instruction is deemed authorized if it was confirmed by the Customer's signature submitted on the application upon prior verification of the Customer's identity during the Customer's recorded phone call with the Bank.
7. In the case of using the "Emergency Cash" Service the Bank debits the Customer's account with the amount of cash withdrawn plus the amount of commission or fee in USD payable to the bank executing the cash withdrawal or the equivalent of the amount of the cash withdrawal and the amount of commission or fee payable to the bank executing the cash withdrawal in USD converted according to the sell rate currently applicable at the Bank if the withdrawal is made from an account maintained in a currency other than USD.
8. The exchange rate used in the "Emergency Cash" Service is set by the bank executing the "Emergency Cash" Service and communicated to the Customer before the service execution.
9. Maximum monthly limits on cash withdrawals under the Emergency Cash service and the amount of fees and commissions collected for this service is specified in the Table of Fees and Commissions.

#### § 18. FOREIGN CURRENCY INSTRUCTION

1. A Foreign Currency Instruction shall mean 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 submit a Foreign Currency Instruction at the Branch, via the FX market specialist recorded hotline or via the CitiPhone Telephone Banking Service on business days from 09:00AM till 16:30PM.
3. A Contingent Foreign Currency Instruction shall mean 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 may be submitted for a specified or unspecified period of time. If the exchange rate indicated by the Customer is not obtained, the Contingent Foreign Currency Instruction submitted for a specified period of time expires upon the lapse of period for which it has been submitted. A Contingent Foreign Currency Instruction submitted for an unspecified time period expires at the time the Bank receives the Customer's statement on cancellation of that instruction.

4. A Foreign Currency Instruction and a Contingent Foreign Currency Instruction may involve the following currencies: PLN, EUR, USD, GBP, CHF.
5. The Customer may submit, amend or cancel a Contingent Foreign Currency Instruction at the Branch, via the FX market specialist recorded hotline or via the CitiPhone Telephone Banking Service on business days from 9:00AM till 16:30PM. The Customer may cancel or amend the wording of a Contingent Foreign Currency Instruction no later than by the time of its execution by the Bank.
6. A Foreign Currency Instruction or a Contingent Foreign Currency Instruction shall be executed by the Bank provided that the Customer holds sufficient funds in the indicated Foreign Currency Account or Sub-Account at the time of the execution of the instruction, 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. As soon as 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.
7. Contingent Foreign Currency Instructions shall be executed on business days. A Contingent Foreign Currency Instruction is executed as soon as the exchange rate requested by the Customer materializes.
8. 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 the CitiPhone Telephone Banking Service and the Citibank Online Electronic Banking Service.
9. The Customer may submit the following Contingent Foreign Currency Instructions:
  - a) a regular instruction executed at the exchange rate defined in the instruction;
  - b) if done (ID) - a combination of two Contingent Foreign Currency Instructions whereby instruction II is considered submitted by the Customer if instruction I has been executed beforehand;
  - c) one cancels the other (OCO) - a combination of two Contingent Foreign Currency Instructions whereby if one of the instructions is executed, the other is automatically canceled; the first Contingent Currency Instruction to be executed is the one whose exchange rate materializes earlier;
  - d) if completed, one cancels the other (IOCO) - 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 Foreign Currency Instruction is canceled; and the first instruction to be executed is the one whose exchange rate materializes earlier.

## Chapter V PAYMENT INSTRUMENTS

### § 19. 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) based on justified reasons of the Payment Instrument's security, or
  - b) in connection with the suspicion of unauthorized use of the Payment Instrument or an intentional action aimed at causing the execution of an unauthorized 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 based on an authentication code. The blockade is temporary and in effect until the Customer re-registers with Citi Mobile; or
  - e) in the case of Citicard, after three failed attempts to use the Citicard based on 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 providing an Identification Code, or
  - f) in the case of the CitiPhone Telephone Banking Service, after three failed attempts to use the Payment Instrument by providing an authentication code. The blockade is temporary and in effect until a new Identification Code to the CitiPhone Telephone Banking Service is provided, or
  - g) in the case of the Citibank Online Electronic Banking Service, after three failed attempts to use the Payment Instrument based on an authentication code. The blockade is temporary and in effect until the Customer re-registers with the Citibank Online Electronic Banking Service.
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 the CitiPhone Telephone Banking Service, via the Citibank Online Electronic Banking Service, via the Recipient or with the use of electronic communication means. The Customer may contact the Bank in connection with blocking the Payment Instrument at a Branch, via the CitiPhone Telephone Banking Service, via the Citibank Online Electronic Banking Service 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 obligated 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 and not to make the Payment Instrument or Identification 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 the Citibank Online Electronic Banking Service was used on unknown equipment. 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 the Citibank Online Electronic Banking Service 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 shall be obliged to promptly notify the Bank of a loss, theft, misappropriation, unauthorized use of or unauthorized access to the Payment Instrument, the login details or the device which the Customer uses to receive the Authorization Codes or for Mobile Authentication. The Customer should promptly report that fact to the Bank via the Citibank Online Electronic Banking Service (with the exception of Citi Mobile), the CitiPhone Telephone Banking Service at (+48) 22 692 24 84 or at a Branch so that the Payment Instrument may be blocked or the Citicard stop-listed. The Bank shall not charge any fees for making the report referred to in this Section 7.

8. The Customer shall be 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 shall refund the amount of such unauthorized payment transaction to the Customer immediately, but no later than by the end of the business day following the day of detecting the unauthorized transaction charged to the 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 shall notify law enforcement authorities of the same in writing. Where the Customer uses the Account, the Bank shall restore the debited Account to the balance that would have existed if the unauthorized transaction had not been made. If the Customer fails to report the unauthorized payment transaction to the Bank within 13 months from the date of debiting the payment account, his claims towards the Bank due to unauthorized payment transactions shall expire.
10. The Customer will be 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) misappropriation of a Payment Instrument.
11. The Customer will not be held liable for unauthorized payment transactions on the terms referred to in Item 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 will be 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 § 19 Section 5 and 7 of the Terms and Conditions; in such cases the limitation of liability as set forth in § 19 Section 9 of the Terms and Conditions shall not be applicable.
13. After making the report under § 19 Section 7 of the Terms and Conditions, the Customer shall 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, shall 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 shall 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. Where the Bank uses the method described in this Section 16 for strong authentication, the Bank shall consider the verified device as one of the elements of the strong authentication procedure.
17. The Bank shall require strong authentication in cases provided under applicable laws.

## § 20. 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 being a Debit Card or a payment card being a Contactless Medium is issued on the basis of the Citicard Agreement provided that the Contactless Medium may only be issued to a Customer that owns a Debit Card.
3. The Citicard Agreement shall be concluded for the term of validity of the Citicard, provided that, 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 shall be considered as renewed for another term. The Citicard Agreement expires in the event of the Customer's death.
4. The Bank shall 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 shall 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 after receiving the Citicard, the Customer shall be obliged to activate it and, in the case of a Debit Card, to sign it in a permanent manner. The Citicard may be activated and given a PIN code via the Citibank Online Electronic Banking Service, Citi Mobile, the CitiPhone Telephone Banking Service or at the Branch.
7. The Customer has the right to use the Citicard throughout the period of its validity:
  - a) by making Contactless Transactions through Merchants indicated as Mastercard PayPass - in the case of a Citicard equipped with a Contactless Module;
  - b) using other functionalities whose operation and availability are described on the Bank's websites (www.citibank.pl) or as part of the CitiPhone Telephone Banking Service and at Branches.
8. A Debit Card provides access to the Customer's Personal Account through:
  - a) ATMs designated with the card's symbol,
  - b) possibility of executing non-cash transactions through Merchants designated with the card symbol,
  - c) possibility of executing cash transactions through Merchants designated with the card symbol, including Cash Back,
  - d) possibility of executing online transactions - in the case of cards with such functionality.
9. The Customer shall have the right to use a Debit Card throughout its term of validity displayed on the card which expires on the last day of the month indicated on the card:
  - a) at Branches,
  - b) via the CitiPhone Telephone Banking Service, by providing their CitiPhone PIN,
  - c) by using ATMs, giving their Debit Card PIN,
  - d) by executing non-cash transactions at retail and service outlets or cash transactions with intermediation of the Merchants, confirming execution of a transaction with the Customer's signature or Citibank Debit Card PIN - in cases indicated in § 19 Section 17,

- e) making non-cash transactions via the Internet, without physical use of the Debit Card, provided that a Debit Card with such functionality has been issued and the functionality has been activated.
10. The Customer may set and change Citicard PIN via the **Citibank** Online Electronic Banking Service (with the exception of **Citi Mobile** for the Citicard PIN change), the CitiPhone Telephone Banking Service 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 Branches, on the Bank's website ([www.citibank.pl](http://www.citibank.pl)) and via the Citibank Online Electronic Banking Service, Citi Mobile and the CitiPhone Telephone Banking Service.
  11. **The Account associated with a Citicard is the Personal Account in PLN, unless the Customer indicated otherwise by assigning a Debit Card to the Foreign Currency Subaccount in USD, GBP, EUR.**
  12. The amounts of transactions executed using a Citicard in foreign currencies (**other than EUR**) shall be 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 shall be settled in the following manner:
    - a) for cash withdrawals from ATMs carrying the Citi or Citibank logo, transactions shall be converted from the settlement currency, i.e. US dollar (USD), into the currency of the Personal Account or the Foreign Currency Subaccount associated with the Citicard at the exchange rate in force at the Bank at the time of execution of 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, the amounts of the transactions shall be converted from the settlement currency, i.e. US dollar (USD) or pound sterling (GBP) for the transactions executed in those currencies or in the remaining cases from euro (EUR), into the currency of the Personal Account or Foreign Currency Subaccount associated with the Citicard at the 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 websites ([www.citibank.pl](http://www.citibank.pl)), via the CitiPhone Telephone Banking Service and at Branches.
  13. Transactions executed using a Citicard shall be posted in the Account that is associated with that Citicard at the time of executing the transaction. Cash, non-cash as well as domestic or international Cash Back transactions executed with a Citicard can be made from the account maintained in Polish zlotys (PLN), euros (EUR), US dollars (USD) or pounds sterling (GBP) if such account is associated with that Citicard at the time of execution of the transaction. **The provisions of this section shall not apply to posting of Citi Global Wallet transactions.**
  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 the CitiPhone Telephone Banking Service.
  15. Transactions made using a Citicard are 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.
  16. Until it is posted, the amount of the transaction made with Citicard reduced the available balance of the Account (it is blocked). If, within up to 14 days from the date of the transaction, the Bank receives electronic documents confirming that the transaction has been made from the Payment Organization that is settling it. 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 a specified amount of funds to be 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.
  17. 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.
  18. The Customer shall 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 Table of Fees and Commissions and potential commissions charged by ATM operators.
  19. The Customer may receive a print-out confirming the submission of an instruction for the transaction executed through ATMs.
  20. A non-cash transaction executed with a Citicard, covered by a Payment Instruction or Cash Back is deemed authorized if it was confirmed with the Citicard PIN, **in the cases set forth in § 19 Section 16**, or the Customer has signed the debit note with a signature matching the signature on the Debit Card. By confirming the transaction, the Customer agrees for his Account to be debited with the amount of that transaction, together with the fees and commissions specified in the Table of Fees and Commissions. In the case of a device where transactions are initiated with a card, the **transaction is authorized by the physical presentation of the Citibank Debit Card in the machine and confirmation with the Citibank Debit Card PIN. Unless strong user authentication is required under applicable laws, the transaction is authorized by physical presentation** of the Debit Card in the machine.
  21. In the case of a Contactless Transaction:
    - a) above the value limit **or in the cases set forth in § 19 Section 16**, the transaction is deemed authorized if confirmed with the Citicard PIN. **Moreover, where strong authentication is not required by the Bank, the transaction is 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 will be 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 § 19 Section 16, the transaction is deemed authorized if confirmed with the Citicard PIN.**
    - c) **in Contactless Transactions other than specified in a) and b) above, where the Bank is not obligated to apply strong authentication under applicable provisions of law, the transaction will be deemed authorized upon delivery of the details of the 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.**
  22. 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 the **CitiPhone** Telephone Banking Service or Citibank Online Electronic Banking Service (with the exception of Citi Mobile), or at a Branch.
  23. The Customer may submit an instruction to exclude Contactless Transactions via the **CitiPhone** Telephone Banking Service and **Citibank** Online Electronic Banking Service (with the exception of Citi Mobile).
  24. 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 levels of the limits of transactions referred to in the preceding sentence are set forth on the websites of the Payment Organizations relevant to the given country.

25. In the case of transactions effected through remote means, without physical submission of a Debit Card (effected by telephone, in writing or via the Internet), a transaction will be deemed authorized through the provision of the Debit Card details or the details of the Customer, depending on the requirements of the Recipient, including the first and last name, the Identification Code, the number and expiry date of the Debit Card or the CVC2 code, and confirmation of the transaction (if required by the Bank) with an Authorization Code or through Mobile Authentication.
26. The Bank shall make available to the Customer the means of securing the transactions executed without the physical use of the Debit Card via the Internet in the form of 3D Secure or through Mobile 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 or through Mobile Authentication.
27. 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 will be deemed to be received upon the receipt by the Bank of the information (electronic settlement file) relating to the transaction from the Payment Organization.
28. 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 the CitiPhone Telephone Banking Service. The report to stop-list a Citicard is free of charge for the Customer.
29. If the Citicard is stop-listed, it means that it is not possible to dispose of the funds in the Account, including making cash and non-cash transactions.
30. If the Citicard 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.
31. Stop-listing of a Citicard is not equivalent to terminating the Citicard Agreement.
32. 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 written 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 the CitiPhone Telephone Banking Service, upon verification;
  - d) a notice of termination filed via the Citibank Online Electronic Banking Service (with the exception of Citi Mobile).
 The Citicard Agreement is terminated upon expiry of a one-month notice period.
33. 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 material reasons in the event that the Citicard fees have or been settled.
34. If the Citicard is issued to an Attorney, the above provisions shall apply as appropriate.
35. 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 will be published at [www.citibank.pl](http://www.citibank.pl) or at other websites of the Bank prior to the commencement of the works.
36. The Customer may not enter unlawful information in the systems referred to in Section 36 above.

## § 21. CITIBANK ONLINE ELECTRONIC BANKING SERVICE AND CITI MOBILE

1. As regards the Account administration, the Customer can use the Citibank Online Electronic Banking Service or 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 App Store and Google Play.
2. Citi Mobile is available in an application version available after downloading and installation of an application customized to iOS 8.0 and higher or Android 4.04 or higher operating systems.
3. Using the Citibank Online Electronic Banking Service 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 §19 Section 16);
  - e) activate Citi Global Wallet (only in Citi Mobile).
 Detailed information about the functioning of the systems available via the Citibank Online Electronic Banking Service 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 websites.
4. A Payment Instruction submitted via the Citibank Online Electronic Banking Service (including a Payment Instruction relating to Pay by Link (Płać z Citi Handlowy)) or Citi Mobile is deemed authorized by the Customer if the Customer has granted his approval for its execution by:
  - a) logging in the Citibank Online Electronic Banking Service or Citi Mobile, provision (or confirmation - in the case of the Pay by Link (Płać z Citi Handlowy) service) by the Customer of the information specified in the Payment Instruction Manual and confirmation of the Payment Instruction by selecting the relevant function button used to submit the Payment Instruction to the Bank - if the Bank requires strong authentication, or
  - b) logging in the Citibank Online Electronic Banking Service or Citi Mobile, provision (or confirmation - in the case of the Pay by Link (Płać z Citi Handlowy) service) by the Customer of the information specified in the Payment Instruction Manual and confirmation of the Payment Instruction by selecting the relevant function button used to submit the Payment Instruction to the Bank and by entering the relevant Authorization Code or performing Mobile Authentication (including with an 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 the Citibank Online Electronic Banking Service and Citi Mobile, the Customer needs appropriate devices, hardware and software, including:
  - a) access to a computer or another device with an operating system supporting popular web browsers, e.g. Internet Explorer, Google Chrome, Mozilla Firefox;
  - b) enabled cookies and javascript (the device configuration manual is available at [www.citibank.pl](http://www.citibank.pl)),
  - c) enabled TLS 1.0 and 1.2,
  - d) Adobe Acrobat Reader version 9.0 or newer installed to handle PDF files;

- e) an Internet connection with the data transfer speed of at least 128 kb/s for a single station;
  - f) the http (80) and https (443) ports open.
6. If a Payment Instruction or another activity carried out by the Customer using the Citibank Online Electronic Banking Service requires strong authentication, the Customer should verify the Authorization Code with the data entered in the Citibank Online Electronic Banking Service 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 obligated to have an active Citibank Online Electronic Banking Service throughout the term of the Agreement.
  8. Electronic identification of the Customer as part of the Citibank Online Electronic Banking Service and Citi Mobile is made, 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 § 19 Section 16,
    - b) when it is not possible to verify the payment instrument or the Customer's device with the method specified in § 19 Section 16, by entering the user name, password and Authorization Code or by entering the user name and password and performing Mobile Authentication (including based on an Authorization Code).
  9. In the case of Citi Mobile, fingerprint identification or facial mapping are also possible on selected mobile devices where fingerprint identification or facial mapping can also be used:
    - a) in the case of fingerprint identification or facial mapping, the Customer receives access to the list of accounts with their balance or transaction history,
    - b) an attempt at performing activities other than listed in Item a) triggers an additional user authentication,
    - c) use of the function to obtain access to Citi Mobile through fingerprint identification or facial mapping requires its activation on the device with fingerprint or facial map registration, and separate activation in Citi Mobile,
    - d) The Bank reserves the right to enable the function of fingerprint or facial mapping login for security reasons.
  10. Unless strong authentication is required under applicable laws, the Customer shall 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 Section 9 above.
  11. The manner of operation and the use of Citibank Online Electronic Banking Service 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 the Citibank Online Electronic Banking Service.
  12. The fees charged for the use of the Citibank Online Electronic Banking Service are specified in the Table of Fees and Commissions.
  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 gets connected with the Citibank Online Electronic Banking Service or Citi Mobile after re-authentication or strong authentication.
  14. The Customer undertakes to use the CitiPhone Telephone Banking Service and Citibank Online in accordance with applicable laws, including these Terms and Conditions.
  15. The Bank can provide computer programs and files that the Bank deems necessary for the purpose of using the Citibank Online Electronic Banking Service.
  16. Information about the changes to services provided as part of Citibank Online Electronic Banking Service that are not amendments to the Agreement and their effective date on the service websites or sent to the Customer in electronic form.
  17. The Citibank Online Electronic Banking Service or Citi Mobile may also be used to manage other services provided by the Bank.
  18. If the Deposit Product Agreement is concluded, the Customer may not renounce the Citibank Online Electronic Banking Service without terminating the Deposit Product Agreement in full.
  19. Whenever in these Terms and Conditions a reference is made to the Citibank Online Electronic Banking Service, Citi Mobile is meant unless provided for otherwise.

## § 22. CITIPHONE TELEPHONE BANKING SERVICE

1. In order to manage the Account, the Customer may use the CitiPhone Telephone Banking Service, 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 may be recorded and may be used as evidence.
3. The Customer assigns and changes his CitiPhone PIN via the CitiPhone Telephone Banking Service.
4. A Payment Instruction submitted via the CitiPhone Telephone Banking Service will be deemed authorized by the Customer if the Customer has given their consent to execute them via the CitiPhone Telephone Banking Service 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 shall have the right to pro-actively contact the Customer via the CitiPhone Telephone Banking Service.
6. The use of the CitiPhone Telephone Banking Service via a consultant will be subject to a fee as per the valid Table of Fees and Commissions, unless the Terms and Conditions stipulate otherwise.

## CHAPTER VI SECURITY AND COMMUNICATION WITH THE BANK

### § 23. CITIALERTS SERVICE

1. As regards the administration of the Personal Account, the Customer may use the CitiAlerts service 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 during activation or modification of CitiAlerts settings, such as, for instance:
  - a) balance on the account or accounts,
  - b) funds available on the account or accounts,
  - c) Deposits,
  - d) selected operations on the account or accounts,
  - e) transaction authorizations.
2. CitiAlerts settings may be activated upon logging in Citibank Online Electronic Banking Service (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 Table of Fees and Commissions.
10. The fees referred to in Section 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 § 31 Section 10.
11. The Customer may, at any time, renounce the use of the CitiAlerts service with the provision that the fee due for the pending calendar month will be charged in accordance with Section 9.
12. In justified cases, the Bank may block access to CitiAlerts, especially if the available balance in the account referred to in Section 10 is not sufficient to cover the fee for the CitiAlerts service referred to in Section 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 Table of Fees and Commissions. In all other respects, the SMS Notification service is provided free of charge.

#### § 24. 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 the Citibank Online Electronic Banking **Service** 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 the **Citibank** Online Electronic Banking Service 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 the Citibank Online Electronic Banking **Service** 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 Electronic Banking **Service** 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 the Citibank Online Electronic Banking **Service**, and Citi Mobile or lack of access to the services.

#### § 25. 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.online.citibank.pl/bezpieczenstwo.html>) or contact the Bank via the CitiPhone Telephone Banking **Service**.
2. When logging in to Citibank **Online** Electronic Banking Service, 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 Electronic **Banking** Service 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 stores with Google Play and AppStore applications.**
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, SMS, MMS **and push messages**.
7. Neither the Bank nor its employees ask Customers to provide:
  - a) Identification Codes;
  - b) the CVC2 number placed on the Debit Card's reverse;
  - c) Authorization Codes.
8. When logging in to the Citibank Online Electronic Banking Service 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 the Citibank Online Electronic Banking Service and Citi Mobile on its website (<https://www.online.citibank.pl/bezpieczenstwo.html>).
10. The Bank will publish current information on the security procedures that affect the Customer in respect to provision of payment services by the Bank, principles of correct and safe use of the Citibank Online Electronic Banking **Service** and Citi Mobile, and online payment services, as well as warnings against significant threats related to the use of e-banking or mobile banking services, or security

incidents using messages in the Citibank Online Electronic Banking **Service**, available after logging in, and on the website indicated in Section 9.

11. The Bank may additionally inform the Customer about the publication of important information as part of the Citibank Online Electronic Banking **Service** by sending a message to the Customer's Primary E-Mail Address. The Bank will notify of a fraud or suspected fraud using the SMS Notification service or by telephone. The Bank seeks to raise the Customer's awareness, it supports and gives advice on security risks related to payment services, including all irregularities related to security matters. The Customer may request the Bank for support and advice using communication channels referred to in Section 12 below.
12. If the device (e.g. computer, tablet, telephone or similar device) used by the Customer for Citibank Online Electronic Banking **Service** is lost, stolen, appropriated 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 in the CitiPhone Telephone Banking Service at (+48) 22 692 24 84 or at a Branch. The report referred to herein is free of charge for the Customer.
13. **If a security incident must be reported, the Customer should contact the Bank immediately via the Citibank Online Electronic Banking Service or CitiPhone Telephone Banking Service or submit a report at a Branch. The report referred to herein is free of charge for the Customer.**
14. The Bank will apply measures to secure against operational risks and security risk of the Bank's payment services. The security risk may be related to inadequate or unreliable procedures or external events that have or may have an adverse effect on availability, integrity and confidentiality of information and communication systems or information used by the Bank to provide payment services. The security risk is e.g. a risk arising from cyberattacks or inadequate physical security.
15. 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 series of events with an adverse effect on integrity, availability, confidentiality, authenticity or continuity of payment services provided by the Bank or with a significant likelihood that there will be such an effect.
16. Depending on the nature and criticality of the aforesaid incident, the Bank will contact the Customer via:
  - a) CitiPhone Telephone Banking Service;
  - b) Citibank Online Electronic Banking Service or Citi Mobile;
  - c) 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.
17. 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 the Citibank Online Electronic Banking Service or the SMS Notification service.
18. The Customer may lodge a complaint about the security of payment services provided by the Bank.
19. The Bank will regularly inform the Customer about security procedures that affect the Customer with respect to payment services provided by the Bank. Information about security procedures is available at the following link:  
<https://www.online.citibank.pl/bezpieczenstwo.html>.
20. To the extent provided for in this § 25, the Customer is obliged to act in compliance with recommendations and information provided by the Bank.

## § 26. 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.
2. The Bank delivers information about changes of the Account balance and balance reconciliation in the form of a monthly account Statement provided via the Citibank Online Electronic Banking **Service** (with the exception of Citi Mobile).
3. The Bank provides the Statement in electronic form via the **Citibank Online** Banking Service (with the exception of Citi Mobile) without notice or upon the Customer's consent with a notice sent to the Primary E-Mail Address.
4. 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, shall be sent to the address of the next Joint Account Holder indicated in the Agreement.
5. Information about the Account balance is available at Branches, as part of the CitiPhone Telephone Banking **Service**, the Citibank Online Electronic Banking **Service** and at the Bank's ATMs.
6. At the request of a Customer that receives the Statement in electronic form, the Bank sends an additional Statement in paper form to the last known address for correspondence.
7. The fee for a Statement in paper form is specified in the Table of Fees and Commissions. The fee for a Statement in paper form is charged on the next Business Day following the day of its generation by the Bank.
8. The Bank undertakes to make an electronic Statement available via the Citibank Online Electronic Banking **Service** at the latest on the second Business Day after its generation. The Bank will inform the Customer about the electronic Statement being made available at the latest on the second Business Day after the date of its generation, unless the Customer has renounced receiving such notifications.
9. The Bank will present 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 will include 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.
10. The Bank will present the Customer with the fee summary at least once a calendar year. If the Agreement is terminated, the Bank will present the Customer, no later than within 2 weeks of the Agreement termination date, with a fee summary for the period for which no fee statement has been prepared until the Agreement termination date.
11. The Bank and the Customer will agree on the method of delivering the fee summary. The Bank will present the fee summary in paper format on request of the Customer. **The fee summary issued by the Bank will include fees charged for services linked to the payment account in the period covered by such summary.**

12. Beginning from 1 December 2018 the Customer may request that, besides the Statement provided in accordance with Clause 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 translation, for payment transactions subject to currency translation;
  - 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 the Citibank Online Electronic Banking **Service**.
13. The Bank will prepare an additional paid Payment Transactions Summary on request of the Customer.
14. **On request of an authorized Third Party Provider issuing card-based payment instruments, acting in accordance with the Act on Payment Services, the Bank shall immediately confirm that the amount necessary to execute the card-based payment transaction is available in the 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 shall not cover Account balance information.**
15. **The Customer can give the consent referred to in Section 14 by way of strong authentication initiated by the Bank. The Customer may revoke his consent at any time.**
16. **The Customer may request the Bank to provide identification particulars of the Third Party Provider referred to in Section 14 and information about the response given to such Third Party Provider.**

## Chapter VII. OVERDRAFT LIMIT CREDIT LINE

### § 27. OVERDRAFT LIMIT CREDIT LINE

1. At the Customer's request, the Bank may conclude 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 concluded 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 Table of Fees and Commissions.
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 obligated to make regular monthly transfers of salary to the Personal Account for each settlement period specified in Section 10, whose type and amount is 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 shall ensure regular payments into the account of at least PLN 1000 a month. If the value of interest and fees accrued in the given settlement periods exceeds the amount that the Customer is obligated to pay regularly into the Personal Account, the Customer shall 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 shall not exceed the amount of the **Limit**. If the awarded **Limit** is exceeded, the Customer shall promptly repay the amount of the excess with interest.
10. The Bank shall charge 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 the **Limit** in a given annual settlement period does not exceed 7 calendar days, interest will not be charged. If the total number of calendar days on which the Customer drew the **Limit** in a given annual settlement period exceed 7s calendar days, interest will be charged for the entire period in which the **Limit** was drawn throughout the settlement 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 are 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 shall reduce the available **Limit**.
12. The interest accrued on the overdraft facility based on the Credit Line shall be determined using a variable interest rate.
13. The Bank shall be entitled to change the Table of Fees and Commissions 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 Table of Fees and Commissions 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) the inflation rate (an increase in prices of consumer goods and services) equaling at least 0.25% y/y, as published for the previous calendar month by the Polish Central Statistical Office, whereby the change to any item in the Table of Fees and Commissions in such a case may not exceed 200% in relation to the previous value.

The Bank shall be entitled to waive or reduce any fees or commissions specified in the Table of Fees and Commissions.

The Table of Fees and Commissions is modified not more than once a quarter, whereby the changes resulting from the above items a), b), c), d) shall be 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 Section 13 above, shall not apply to cases where new items are added to the Table of Fees and Commissions or where the previous fee was PLN 0.
- 15. The Bank may change the awarded **Limit** at the Customer's request. The change may involve increasing or reducing the **Limit** previously agreed between 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 annex to the Agreement concluded between the Bank and the Customer ("Understanding"). The change of the **Limit** is subject to a fee charged by the Bank in accordance with the Table of Fees and Commissions. If the value of the interest 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 on the overdraft Credit Limit facility will be changed to the interest stipulated in the valid Interest Rate Table 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 Act of August 29, 1997, such as the CitiPhone Telephone Banking Service and the Citibank Online Electronic Banking Service. If any amendments are introduced by means of communications via the CitiPhone Telephone Banking Service, the Customer will have the right to hear telephone calls implementing such amendments and to receive copies of such recordings.
- 17. The provisions of Section 15 and 16 shall apply as appropriate to understandings concluded between the Customer and the Bank at the Bank's initiative, provided that no fee for changing the **Limit** is 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 shall 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** is terminated by way of a termination notice delivered to the Customer by the Bank, sent to the Customer's last known address for correspondence.
- 23. Termination of the **Overdraft Limit Credit Line Agreement** is equivalent to termination the **Overdraft Limit Credit Line Agreement**. The **Overdraft Limit Credit Line Agreement** is terminated no later than on the day of the Agreement termination or expiry as provided for in the Terms and Conditions.
- 24. In the event of death of one of the Joint Account Holders, the **Overdraft Limit Credit Line Agreement** shall expire. If the surviving Joint Account Holder is interested in having an overdraft limit Credit Line, he is obligated to submit an **Application**, and the Bank shall make a decision on granting the overdraft limit Credit Line based on the assessment of such Joint Account Holder's creditworthiness.
- 25. If a Customer with an overdraft limit Credit Line converts his 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** shall 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/he is obligated to submit an **Application**, and the Bank shall make a decision on granting the overdraft limit Credit Line based on the assessment of such Joint Account Holders'/Joint Account Holder's creditworthiness.
- 26. The Bank shall 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.
- 27. The Bank shall promptly inform the Customer about each and every change in the Table of Fees and Commissions 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 shall 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 shall 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 specified in the previous sentence, the Customer may object to the proposed amendments. In such a case the **Overdraft Limit Credit Line Agreement** shall

expire on the day preceding the effective date of such proposed amendments. The Customer shall not pay any fees in connection with the objection. Unless the Customer terminates the **Overdraft Limit Credit Line Agreement** or makes an objection in accordance with the above procedure, it will be deemed that the Customer has accepted the relevant provisions of the **Overdraft Limit Credit Line Agreement** in their new wording.

28. The **Overdraft Limit Credit Line Agreement** shall not be subject to Article 131 Section 1 Item 2(b), Article 131 Section 2 and Article 131 Section 3 and Article 131 Section 3(a) The Act of 21 November 1967 on Universal Duty to Defend the Republic of Poland of Poland.
29. The Bank hereby informs the Customer that it will contact Customers with an overdraft limit Credit Line via telephone, text message or e-mail in cases connected with performing the Overdraft Limit Credit Line Agreement to the Primary Mobile Phone Number or Primary E-Mail Address indicated by the Customer.

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

### **§ 28. CITIGOLD LOUNGE PASS CARD**

1. The Bank may issue the Citigold Lounge Pass - an identification card - to the Customer.
2. The Citigold Lounge Pass is issued to each holder of a Citigold account or Citigold Private Client account with average monthly balance of at least PLN 300,000. Details can be found at [www.citibank.pl](http://www.citibank.pl). The Bank may provide the Customers that 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 Table of Fees and Commissions.

### **§ 29. CITI GLOBAL WALLET**

1. Citi 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 to which the Bank provides Citi Global Wallet is presented in the Table of Fees and Charges.
3. The Citi Global Wallet service can only be activated via Citi Mobile.
4. Where the Customer holds many Foreign Currency Subaccounts in one currency, the Customer shall choose one Foreign Currency Sub-Account in Citi Mobile for each currency, for which Citi Global Wallet will be activated. The Customer can have one Foreign Currency Subaccount in EUR and/or one Foreign Currency Sub-Account in USD and/or one Foreign Currency Sub-Account in GBP activated in Citi Global Wallet.
5. If the Customer has activated the Citi Global Wallet service and initiates a cross-border payment transaction made with a debit card for non-cash payments or cross-border payment transactions 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 cross-border payment transactions made with a debit card for cash payments or other transactions made with Citicard will be settled in the Personal Account in PLN. Unless there are enough funds in the Personal Account in PLN, the transaction shall be settled in the Account associated with a Citicard;
  - b) in the currency of one of the Customer's Foreign Currency Subaccounts (EUR, USD, GBP), 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 other transactions made with Citicard will be settled in the Foreign Currency Account appropriate for the transaction currency. Unless there are enough funds in the Foreign Currency Sub-Account appropriate for the transaction currency, the transaction shall be settled in the Account associated with a Citicard;
  - c) in a currency other than PLN, EUR, USD and GBP, the funds shall be debited from the Account associated with a Citicard.
6. If the currency of a cross-border payment transaction made with a debit card for non-cash payments or cross-border payment transactions made with a debit card for cash payments or other transactions made with Citicard, and the currency of the Account in which the settlement takes place using Citi Global Wallet are the same, the funds are posted without currency conversion.
7. The Customer may renounce the Citi Global Wallet service by deactivating it in Citi Mobile.
8. The fees charged for the use of the Citi Global Wallet are specified in the Table of Fees and Commissions.
9. Deactivation of the Citicard is equivalent to deactivating the Citi Global Wallet service.

### **§ 30. 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 written 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 the **CitiPhone** Telephone Banking Service, upon verification,
  - d) a notice of termination filed via the **Citibank Online** Electronic Banking Service (with the exception of Citi Mobile).
2. During the notice period the Bank executes the Customer's instructions and performs settlements of the Account.
3. The Bank has the right to terminate the Agreement upon two months' notice only for material reasons, in the following cases:
  - e) if no operations have not been made on the Account for 6 consecutive months save for periodic accrual of interest and charges on account of fees or commissions,
  - f) if the Customer has failed to pay the fees or commissions due to the Bank in full amount, as set forth in the Table of Fees and Commissions, for at least 3 consecutive months,
  - g) 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.
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 shall be 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. This shall 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 obligated to destroy the Citicard 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 shall be of no detriment to § 2 Section 16-24 of these Terms and Conditions.

### § 31. FEES AND COMMISSIONS (FEES)

1. The Bank charges the Fees set forth in the Table of Fees and Commissions 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 Table of Fees and Commissions is subject to the condition of the Account being credited with remuneration, this shall mean the account being credited with remuneration for employment and other employment-related benefits and monetary retirement or pension insurance benefits.
3. If exemption or reduction of the Fee indicated in the Table of Fees and Commissions is subject to the condition of the Account being credited with remuneration, this shall mean the account being credited with remuneration for employment and other employment-related benefits and monetary retirement or pension insurance benefits.
4. Information about the calculation of the average monthly balance on all accounts with the Bank can be found on [www.citibank.pl](http://www.citibank.pl).
5. 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.
6. The monthly fee for maintaining the Currency Subaccount is charged starting from the first full calendar month following its opening and is charged in the next calendar month following the month in which the service is provided. The fee is charged for each Foreign Currency Subaccount.
7. 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.
8. The Bank provides Customers with the CitiPhone Telephone Banking 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 renounce access to the CitiPhone Telephone Banking [Service](#) at a Branch, via the CitiPhone Telephone Banking [Service](#) or the Citibank Online Electronic Banking [Service](#) (with the exception of Citi Mobile).
9. In the case of some of the operations indicated in the Table of Fees and Commissions, 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 the CitiPhone Telephone Banking [Service](#) or the Citibank Online Electronic Banking [Service](#) (with the exception of Citi Mobile).
10. Any other Fees due are charged to the Account on an ongoing basis. If there are insufficient funds on the Account, the Bank charges the Fee due after sufficient funds are credited to the Account.
11. If a Fee is charged to a Foreign Currency Account, in order to convert the Fee to the currency of the Subaccount, the Bank applies the exchange rate valid at the time that the fee is posted. The above exchange rates are available on the Bank's websites ([www.citibank.pl](http://www.citibank.pl)), via the CitiPhone Telephone Banking [Service](#) or at Branches.
12. 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 fees payable to the Bank in accordance with the Agreement and the Recipient will pay fees provided in a relevant agreement made by the same with the Recipient's provider if both the Bank and the Recipient's provider or the only provider in the transaction operate(s) in the territory of a member state (SHA cost option). 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 shall 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.
13. The Bank shall be entitled to change the Table of Fees and Commissions 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) 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 Agreement;
    - (ii) an increase in the costs of adoption of new or modification of effective laws or guidelines of regulators concerning the performance of the Agreement resulting in an increase in the costs incurred by the Bank in connection with provision of a service 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 is charged;provided that the change to any item in the Table of Fees and Commissions 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) the inflation rate (an increase in prices of consumer goods and services) equaling at least 0.25% y/y, as published for the previous calendar month by the Polish Central Statistical Office, whereby the change to any item in the Table of Fees and Commissions in such a case may not exceed 200% in relation to the previous value.

The Bank shall be entitled to waive or reduce any Fees specified in the Table of Fees and Commissions.

The Table of Fees and Commissions is modified not more than once a quarter, whereby the changes resulting from the above items a), b), c), d) shall be 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 Section 13 above, shall not apply to cases where new items are added to the Table of Fees and Commissions or where the previous fee was PLN 0.
15. In the case of a change in the Table of Fees and Commissions, the Bank shall notify the Customer of the changes as set forth in the Terms and Conditions, provided that the changes in the Table of Fees and Commissions apply to the specific type of the Customer's Account.
16. In cases where the Customer is the Recipient of the payment transaction, the Bank provides the Customer with the amount of the payment transaction reduced by the Fees indicated in the Table of Fees and Commissions. In such case, the Bank presents the Customer with the full amount of the payment transaction and the charged Fees in a Statement.

### § 32. 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 § 27, 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 Section 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 is not charged for the 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:
  - 1) for accounts in PLN:
    - a) if any of the following rates decreases: reference rate, lombard rate 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 shall be entitled to reduce the Account interest rate by 0.05 percentage points to 3 percentage points,
    - b) if the inflation rate (an increase in prices of consumer goods and services) equals at least 0.25% y/y, as published for the previous calendar month by the Polish Central Statistical Office, the Bank shall be entitled to reduce the Account interest rate by 0.05 percentage points to 3 percentage points,
    - c) 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 shall be entitled to reduce the Account interest rate by 0.05 percentage points to 3 percentage points;
  - 2) 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 shall 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. Interest rate changes 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.

### § 33. PROCEDURES IN THE EVENT OF THE CUSTOMER'S DEATH

1. The Agreement expires upon the Customer's death, however, to the extent that such Agreement is subject to regulations on bank account agreements, the Agreement is terminated upon the Customer's death in accordance with Article 59a of the Banking Law Act. The above provision is applied subject to the exceptions specified in § 4 Section 10 and 11 and § 5 Section 2.
2. Upon having been informed about the Customer's death, the Bank suspends 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 shall:
  - a) executes 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 suspended benefit 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 are not applied 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 shall be paid to the person that presents:
  - a) an abridged copy of the Customer's death certificate,
  - b) bills documenting the amount of the costs incurred, issued by a person requesting payment.

### § 34. INSTRUCTION FOR THE EVENT OF DEATH

1. Within the limits set by the Banking Law Act, 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 shall 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 obligated 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 shall 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 Section 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 obligated 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 not Instruction for the event of death, the funds accumulated on the Account and **Deposits** shall be disbursed to entitled persons after original documents confirming the right to the funds are submitted to and verified by the Bank.

### § 35. COMPLAINTS

1. All Customer complaints concerning the operation of the Account, the **CitiPhone** Telephone Banking Service, the Branches, **CitiAlerts** (including the **SMS Notification** service) and **Citibank** Online Electronic Banking Service as well as other products and services offered by the Bank, shall 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 email address of the Bank, via the Citibank Online Electronic Banking Service after logging in using the tab "Contact the bank" and on the website at [www.citibank.pl](http://www.citibank.pl) by using the complaint form.
2. The 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 shall 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 thorough examination of the 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 necessary to examine the grievance or complaint.
8. To enable quick and effective 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 complicated 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 shall send a notification to the Customer where it shall:
  - 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 Section 9 and Section 10(c) above, it shall 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) using any other durable medium;
  - c) upon the Customer's request - by email to the Customer's Primary E-Mail Address communicated to the Bank.
13. The Bank may respond to a grievance or complaint related to payment services provided by the Bank in a paper letter or, following an agreement with the Customer, using any other durable data carrier.
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 shall again debit the Account with the amount previously credited or with an appropriate part thereof.
16. In cases other than stipulated in Section 15 above, if, as result of a complaint, the Bank credits the Account with a specific amount, and then the acceptor of the Debit Card or another entity makes a direct refund of the funds to the Account, in part or in full, the Bank shall debit the Account with the previously credited amount or with an appropriate part thereof so as avoid double crediting of the Account with the amount due to the Customer in connection with the complaint.

### § 36. 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 Section 1 and Article 56 Section 1 of the Banking Law Act, provided that they mature before the Bank's operations are suspended - up to the amount specified in the Act, 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:
    - banking activities not confirmed by a personal document issued by the bank,
    - 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 shall 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 shall 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 obligated to publish quarterly financial statements, which are also made public via the Financial Supervision Authority and on [www.citibank.pl](http://www.citibank.pl).

### § 37. 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 Table of Fees and Commissions, the Interest Rate Table or other agreements concluded by the Customer with the Bank against the Customer's payables to the Bank.
3. The Customer is obligated to provide true and complete data necessary for due initiation or execution of the instruction by the Bank.
4. The Customer shall 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 the CitiPhone Telephone Banking Service or the Citibank Online Electronic Banking Service to the extent admissible for such services.
5. The Customer will be 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 reserves the right to contact the Customer via telephone, text messages, e-mail messages or electronic messages available in the Citibank Online Electronic Banking [Service](#), 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.
10. The Customer is obligated to control his Account balance and notify the Bank immediately of any irregularities via the CitiPhone Telephone Banking [Service](#), the Citibank Online Electronic Banking [Service](#) (with the exception of CitiMobile) or at Branches.
11. The Customer shall notify the Bank if he receives any funds on account of foreign retirement or pension benefits on the day the first such payment is credited to his account.
12. 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 shall be enabled by the Bank after verification of the Customer via the Citibank Online Electronic Banking [Service](#) (with the exception of Citi Mobile), at Branches or via the CitiPhone Telephone Banking [Service](#).
13. 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,
 in circumstances provided for by law, subject to the procedures and principles stipulated in the Anti-Money Laundering and Combating Terrorist Financing Act of 1 March 2018 and in the Banking Law Act of 29 August 1997.
14. The funds to which the Customer has limited access under Section 12 above shall be subject to the interest rate specified in § 32.
15. For security reasons, the Bank may establish daily transaction limits, especially for transactions:
  - a) via the [Citibank](#) Online Electronic Banking Service,
  - 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 proximity Transactions, provided that a Citicard with such functionality has been issued.
 Daily transaction limits are specified in the Table of Fees and Commissions. In justified cases, the Bank may also modify the daily transaction limits at the Customer's request.
16. The Bank charges the taxes and other public levies payable under generally applicable provisions of law.
17. The Customer shall not provide the Bank with unlawful content via the CitiPhone Telephone Banking [Service](#) or the [Citibank](#) Online Electronic Banking Service.
18. 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).
19. The Bank shall be authorized to unilaterally amend the Agreement, including the General Terms and Conditions, exclusively due to important reasons, in the case of:
  - a) adjusting to new or amended legal provisions governing the Bank's operations or to changes in interpretation of such provisions by competent authorities to the extent that they apply to the Agreement,
  - b) 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.
  - c) 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,
  - d) 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,
  - e) the Bank's decision to discontinue offering a given product or service.
20. 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 the Citibank Online Electronic Banking Service 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 shall have the right to terminate the 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 specified in the previous sentence, the Customer may object to the proposed amendments. In such a case the Agreement shall expire on the day preceding the effective date of such proposed amendments. The Customer shall not pay any fees in connection with the objection. Unless the Customer terminates the Agreement or makes an objection in accordance with the above procedure, it will be deemed that the Customer has accepted the relevant provisions of the Agreement in their new wording.
21. In the case of an Agreement concluded by the Bank with Joint Account Holders, declarations of will and knowledge, including amendments to the Agreement or appendices constituting an integral part thereof, account Statements and other correspondence shall be addressed to the Joint Account Holder identified as the first joint account holder in the Agreement.
22. The Customer shall ensure free room in his e-mail account as required for the Customer to receive messages sent by the Bank as part of the services provided via e-mail.
23. The Customer shall 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.
24. 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.
25. The right to terminate the Agreement vested in a Customer that has concluded a Deposit Product Agreement shall 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, Table of Fees and Commissions or Interest Rate Table.

26. If a Payment Order 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 § 12 Section 22 of the Terms and Conditions, will be liable toward the Customer for non-performance or undue performance of the payment transaction unless:
  - a) The Customer fails to notify the Bank, promptly, but in any case not later than in 13 months from the date on which the payment account was debited, of the unauthorized, non-performed or unduly performed transactions;
  - b) The Unique Identifier provided by the Customer was incorrect;
  - c) it is caused by an event of force majeure or results from other legal regulations.
27. If the Bank is liable under Section 26 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.
28. If the Payment Order is submitted by the Customer to a Third Party Provider, the Bank will reimburse the Client 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.
29. If the account of the Recipient is credited within the time limits specified in § 12 Section 22, the Recipient's provider will be liable towards the Recipient for non-performance or undue performance of the payment transaction. If the provider of the Recipient is liable under this Section 29, 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.
30. 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 Section 26(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 provider of the Payer will inform the Bank that the Payment Instruction has been transferred with a delay.
31. Except for the cases referred to in Section 26(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.
32. 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 Sections 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 provider of the Recipient, received the amount of the payment transaction, even if the payment transaction was executed with a delay. In such a case the Bank, as the provider of the Recipient, will credit the 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.
33. 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.
34. 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.
35. If the Customer believes that the Bank's actions violate the provisions of law, the Customer shall 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).
36. 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.
37. The Customer will be obliged to present any factual circumstances indicating that the conditions referred to in Section 36 above are met.
38. The Customer will not be 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.
39. As regards direct debit, the Customer has unconditional right to obtain a refund. In such case the Bank shall reimburse the Customer for the full amount of the payment transaction within 10 days as of receiving the refund request.

40. The Customer may request a refund as referred to in Section 36 above within 8 weeks from the date on which the Account is debited.
41. The rules of liability of the Bank specified in Sections 26 through 38 hereof apply to payment transactions governed by the Payment Services Act.
42. 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 shall be understood as the address for correspondence, Primary E-Mail Address or Primary Mobile Phone Number last indicated to the Bank. **The Primary E-Mail Address or Primary Mobile Phone Number registered with the Bank should be used solely by the Customer or Holder, as appropriate.**
43. Any disputes arising from the performance of the Agreement or any other agreement governed by the Terms and Conditions, which are not settled amicably, shall be settled by the competent common court in Poland of relevant subjective and territorial jurisdiction.
44. If any provision of these Terms and Conditions is found to be unlawful or invalid, this shall have no effect on the application of the remaining provisions of these Terms and Conditions.
45. 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.
46. 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.
47. 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 shall prevail.
48. The Terms and Conditions are issued by the Bank in accordance with Article 109 of the Banking Law and are binding upon the Bank and the Customer in accordance with Article 384 § 1 of the Civil Code in force on the effective date of these Terms and Conditions.
49. The Agreement has been concluded in Polish. The Bank reserves the right to use the text of the agreement in other languages for information purposes; however, the Polish version shall prevail in all cases. The language used in communication between the Bank and the Customer is Polish. On the Customer's request, the Bank may use a different language with the Customer, in which it offers Customer service.
50. Whenever any Agreement uses the term "account" or "current account", this shall mean a specific type of an Account or a Foreign Currency Subaccount 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.
51. The Terms and Conditions, the Table of Fees and Commissions and the Interest Rate Table constitute an integral part of the Agreement.
52. These Terms and Conditions shall take effect on and are binding from **14 September 2019**.

# Appendix to the Bank Account Terms and Conditions "Cut-off Times List"

Effective since 14 September 2019

Internal transfer order:

Currency	Recipient at the Bank:	Cut-off time
PLN, EUR and other foreign currencies	Consumer as defined in the Civil Code Act of 23 April 1964 (Journal of Laws, Dz.U. 1964, No. 16, item 93, as amended, "Civil Code") or any other act amending or superseding it.	10:30 p.m.
PLN, EUR and other foreign currencies	Micro entrepreneur as defined in the Freedom of Business Activity Act of 2 July 2004 (Journal of Laws Dz. U. 2004 No 173, item 1807, as amended) or any other act amending or superseding it.	10:30 p.m.
PLN	Entrepreneur other than Micro entrepreneur as defined in the Freedom of Business Activity Act of 2 July 2004 (Journal of Laws Dz. U. 2004 No 173, item 1807, as amended) or any other act amending or superseding it.	5:30 p.m.
EUR and other foreign currencies	Entrepreneur other than Micro entrepreneur as defined in the Freedom of Business Activity Act of 2 July 2004 (Journal of Laws Dz. U. 2004 No 173, item 1807, as amended) or any other act amending or superseding it.	2:00 p.m.

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

	Currency	Cut-off time	The date of posting on 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
As part of Express Elixir	PLN	6:00 p.m.	D
SEPA transfer order	EUR	2:00 p.m.	D+1
Other - standard mode	EUR, USD, GBP, DKK, CHF, SEK, PLN, NOK, AUD, JPY, CAD, CZK, HUF	2:00 p.m.	D+2
Other - express mode	EUR, USD	2:00 p.m.	D
	PLN	1:00 p.m.	
	GBP, DKK, NOK, CAD, HUF	12:30 p.m.	
	CHF	12:00 p.m.	
	SEK, CZK	10:00 a.m.	
As part of CGT	PLN, EUR and other foreign currencies	10:30 p.m.	D

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

# Appendix to the Bank Account Terms and Conditions "Payment Instruction Manual"

Effective since 14 September 2019.

Type of Payment Instruction	Information necessary to execute a payment transaction
A transfer order, a SEPA transfer order, a transfer order in a foreign currency, an internal transfer order	<p>An internal transfer order in PLN and transfer order to a bank operating in the territory of the Republic of Poland and an internal transfer order in EUR and in other foreign currencies:</p> <ul style="list-style-type: none"> <li>- the account number from which the order is to be executed in NRB format or NRB format reduced to the 10 last 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 NRB format or, in the case of an internal transfer order between the Customer's accounts with the Bank, in NRB format reduced to the 10 last 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 the Customer's accounts with the Bank)</li> <li>- transfer title (does not apply to internal transfer orders between the Customer's accounts with the Bank made via the Citibank Online Electronic Banking <a href="#">Service</a>)</li> <li>- 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:</li> <li>- account number from which the order is to be executed in NRB format or NRB format reduced to the 10 last 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 IBAN format for countries for which the account number is expressed in this format. For other countries the account number of the Recipient with the exception of SEPA transfer orders and CGT transfer orders the bank code of the Recipient (SWIFT or BIC or USA BIC, so-called FW/ABA or Sort Code; if the Customer does not provide the bank code, it should provide his 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>
Cash deposit	<ul style="list-style-type: none"> <li>- account number in NRB format or NRB format reduced to the 10 last characters "internal account number" or in the case of cash deposits made by the Customer to the 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 NRB format or NRB format reduced to the 10 last 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 (sequence of no more than 20 alphanumeric characters agreed between the Recipient and the Customer)</li> <li>- particulars of the Recipient - creditor (name, address, Tax Identification Number)</li> <li>- particulars of the Customer - payer (full name, address)</li> <li>- account number of the Customer/payer maintained in PLN, in NRB format</li> <li>- name of the bank maintaining the account of the Customer/payer</li> </ul>
SEPA direct debit	<ul style="list-style-type: none"> <li>- Recipient's ID</li> <li>- particulars of the Recipient - creditor (name, address, ID)</li> <li>- particulars of the Customer - payer (full name, address)</li> <li>- account number of the Customer/payer in IBAN format and SWIFT code of Bank Handlowy w Warszawie - payer bank</li> </ul>

Standing order	<p>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:</p> <ul style="list-style-type: none"> <li>- account number from which the standing order is to be executed in NRB format or NRB format reduced to the 10 last 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 one Customer)</li> <li>- day of standing order execution</li> <li>- account number of the Recipient in NRB format or in the case of a standing order between the Customer's accounts with the Bank</li> <li>- in NRB format reduced to the 10 last characters "internal account number" or indication of the account type and currency</li> <li>- frequency</li> <li>- start date</li> <li>- standing order expiry date</li> <li>- standing order title</li> <li>- payment amount and currency</li> </ul> <p>external in PLN (such standing order may only be established for an account in PLN and executed in PLN):</p> <ul style="list-style-type: none"> <li>- the account number from which the order is to be executed in NRB format or NRB format reduced to the 10 last characters "internal account number" or indication of the account type</li> <li>- name of the Recipient</li> <li>- day of standing order execution</li> <li>- account number of the Recipient in NRB format</li> <li>- frequency</li> <li>- start date</li> <li>- standing order expiry date</li> <li>- standing order title</li> <li>- payment amount and currency</li> </ul>
"Emergency Cash" service	<ul style="list-style-type: none"> <li>- passport number</li> <li>- account number from which the order is to be executed in IBAN format</li> <li>- Debit Card number</li> <li>- amount of the payment transaction in the currency of the country in which cash is withdrawn</li> </ul>

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

IBAN (International Bank Account Number) - an unambiguous identifier of a customer's account number used to identify the account number in transactions with payment service providers in the 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 expressed in this format is composed of a two-digit country code followed by two control digits and up to thirty alphanumerical characters of the account number, called BBAN (Basic Bank Account Number), whose length varies depending on the country. The IBAN of accounts maintained by the Bank is composed of the two-digit PL code and the NRB.

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

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