

The terms for using the Citi Mobile Application (hereinafter „Terms and Conditions“)

These Terms and Conditions lay down the rules for using the Citi Mobile Application by consumer banking customers of Bank Handlowy w Warszawie S.A. With its registered office in Warsaw, ul. Senatorska 16, 00-923 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under no. KRS 000 000 000 1538, Tax Identification Number (NIP) 526-030-02-91, with fully paid-up share capital amounting to PLN 522,638,400, hereinafter referred to as the “Bank”,

CHAPTER 1. Definitions

1. Unless stipulated otherwise, the following terms used in these Terms & Conditions shall be construed as follows:
 - a) **Application** - a software which is adapted for being saved in the memory of Mobile Devices and which enables, after it is started, access to the Citi Mobile service;
 - b) **Bank** - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
 - c) **Citi Mobile** - Citi Mobile application, that is a simplified version of Citibank Online, which is channel of access to information on banking products owned by the Customer and allows the Customer to submit instructions via the Internet using a mobile device under the Deposit Product Agreement or the Citibank Personal Account Agreement “Citibank Personal Account” or Personal Account Agreement “Citibank Super Savings Account” and Citibank Credit Card Agreement;
 - d) **Citi Mobile Token** - a service available at Citi Mobile providing for authentication of transactions or other actions;
 - e) **Password Authentication** - a process to verify the identity of an Application User where the Customer enters the User Name and password in the required fields in order to log in to Citi Mobile;
 - f) **Fingerprint Authentication/Face Recognition** - a process to verify the identity of an Application User which is available for selected Mobile Devices and enables access to List of Accounts and transaction history up to 90 days without the need to use Password Authentication; in this process characteristic points of the Application User’s Fingerprint/Face Recognition is scanned by the scanner embedded in a Mobile Device; In order to use the Fingerprint/Face Recognition the relevant function has to be activated in the Application and separately on the Mobile Device, along with characteristic elements of a Fingerprint/Face Recognition;
 - g) **List of Accounts** - a list of current accounts, time deposits, savings accounts, broker accounts and credit accounts held by the Application User together with their balances;
 - h) **User Name** - a name assigned by the Client/Application User which defines them as a user in the Citi Mobile service and is used for the purpose of logging into that service;
 - i) **Mobile Device** - a mobile telecommunications device with an iOS or Android operating system, compatible with the Application, which enables the download of the Citi Mobile, as well as its installation in the memory of the Mobile Device and its activation on the Mobile Device. The valid list of system requirements will be published from time to time on www.citibank.pl. Minimum system requirements related to the Application as at September 01, 2021:
 - i. iOS version 10.4 or higher, fully compatible devices with the same operating system,
 - ii. Android version 4.4 or higher, fully compatible devices with the same operating system;
 - j) **Application User** - a consumer within the meaning of the Act of April 23, 1964 - Civil Code, or any other statute which may amend or replace it from time to time, who holds a Personal Account or a Citibank Credit Card or is a User of an additional Card or another product offered by the Bank, and who uses the Application;
 - k) **Cookies** - files which provide for storage of information or enable access to the information already stored in the final telecommunication device of the Application User;
 - l) **Citi Mobile Notifications** - a function of the Application which provides for sending short electronic messages to Clients’ mobile phones with installed Application, related to selected banking products (hereinafter referred to as the “Citi Mobile Notifications”).
2. Any terms which are capitalized and are not defined in point 1 herein shall have the meaning as in the Bank Account Terms and Conditions or the Citibank Credit Cards Terms and Conditions of Bank Handlowy w Warszawie S.A.

CHAPTER 2. General provisions

3. Within the scope prescribed by the Terms and Conditions, the Bank grants the Application Users a non-exclusive and non-transferable right to use the Application on Mobile Devices.
4. The User may use the Application only upon prior accepting the content of these Terms and Conditions and undertaking to abide by them.
5. In the case of any divergences between the provisions of the Bank Account Terms and Conditions or the Citibank Credit Card Terms and Conditions of Bank Handlowy w Warszawie S.A. and the provisions of these Terms and Conditions, the provisions hereof shall be applied.
6. The Bank represents and warrants that it holds the necessary rights to the Application and may authorize the User to use the Application in the scope resulting from these Terms and Conditions, and that the vested rights do not violate any rights of third persons.
7. Any rights to the names and trademarks included in the Application such as Citi Handlowy, Citi Mobile and the graphic sign of Citi shall rest with the Bank or entities owned by or affiliated with Citigroup Inc., and they are protected under the Act on Copyright and Related Rights dated February 4, 1994 and the Industrial Property Law Act dated June 30, 2000.

8. No portion of information included in the Application can be used for commercial purposes, particularly through copying in whole or in part, electronic transmission, or be otherwise modified or used without prior written consent of the Bank.
9. The Application Users may download the Application for iPhones through the Apple online store (App Store), and for the Android operating system through Google Play. The Application may be downloaded by Polish and foreign accounts (for selected locations) created at App Store and Google Play.
10. In order to install the Application, the User should download it from either of the abovementioned stores, accept the installation and the Terms and Conditions.
11. In order to remove the Application, the User should go to the phone settings, then application management, select the Application and accept its removal.
12. The Bank may update the Application. The latest version of the Application shall be available in the online store with applications dedicated to the particular operating system of the Mobile Device.
13. In the event of updating the operating systems offered by particular vendors, the Bank is not obligated to release the updated Application.
14. When accepting the Terms and Conditions the Application User consents that the following data be stored on his/her device:
 - a) information on acceptance of the Terms and Conditions,
 - b) date of the last Terms and Conditions update,
 - c) information on updates of the graphic components of the Application,
 - d) Username,
 - e) information on the use of the Citi Mobile Token service.
15. The information specified in point 14 are stored to confirm that the Application User has become acquainted with the rules of its operation and accepts them, and to provide for the correct operation of the Application. Failure to accept the Terms and Conditions is tantamount to failure to consent to store the above mentioned information and prevents the use of the Application.
16. The Application is free-of-charge. The Application User may be subject to the Internet access fees as per rates offered by your mobile phone operator.
17. The Application User can use the Application also abroad. On this account, you may be subject to data transmission fees as per tariffs offered by foreign operators.

CHAPTER 3. Logging in to the Application

18. Logging in to Citi Mobile via the Application requires the same User Name and password which are used in Citibank Online.
19. Selected Mobile Devices also allow Fingerprint or Face Recognition Authentication:
 - a) In the case of Fingerprint/Face Recognition the Application User gains access to the List of Accounts with the transaction history reaching up to 90 days. In order to view a longer history the User has to enter the password,
 - b) At least every 90 days, in order to log in to the Application the User will be required to use strong authentication by means of, among other things, Citi Mobile Token or a one-time SMS code,
 - c) In order to carry out actions other as mentioned in point a), the User has to:
 - i. carry out authentication with Citi Mobile Token PIN, or
 - ii. carry out the Password Authentication procedure. Some actions may need to be confirmed with a one-time authentication code or Citi Mobile Token PIN,
 - d) The Application User is obliged to protect his/her Mobile Device from unauthorized third party access. If a third person gains access to the Fingerprint/Face Recognition registered on the device or registers his/her Fingerprint/Face Recognition on the device, such third person may gain unauthorized access to the List of Accounts along with balances and transaction history,
 - e) The Application User undertakes not to give access to the Mobile Device on which the Application is installed to third persons (i.e. it is not permitted to share the Mobile Device on which the Application is installed with other persons),
 - f) The Bank is entitled to deactivate the Fingerprint/Face Recognition if there is a risk that the security rules relating to Customer data disclosures or processing have been violated.
20. The Application does not store any information on a User's Fingerprint/Face Recognition.
21. The Citi Mobile app does not save any financial data or any information on products. An account can only be created in the Citibank Online system on www.citibankonline.pl or via the Application.
22. The User Name is stored by the Application automatically upon the first logging. The Bank stores the information on the User Name on the Mobile Device of the Application User. The Application User may remove the User Name from the memory of his/her device by deleting all data from Application's cache.
23. As part of the application functionalities it is possible to search for the nearest ATMs or Bank's branches on the basis of user's localization data. The Bank processes data for this purpose only upon the user's giving the relevant authorization in the application (Bank's legitimate interest under Article 6.1(f) of the GDPR). You can read more on the Bank's personal data processing procedure here <https://www.citibank.pl/uslugi-online/rodo/>
24. The security of connection is ensured by an Extended Validation SSL (EV SSL) certificate. Data transmission is secured by the TLS protocol with an AES-256 encryption algorithm and a 2048-bit RSA key.

CHAPTER 4. Using the Application

25. The Application enables the Users to perform operations connected with banking products, to name a few:
 - a) checking balances for your Personal Account and Citibank Credit Card,
 - b) viewing the balance for a cash loan,
 - c) viewing the balance of the Home Loan and Mortgage Loan,

- d) managing deposits (opening them, amending the conditions of their renewal and giving instruction for closing them),
 - e) checking details of most recent, posted and pending, transactions on your Personal Account and Citibank Credit Card,
 - f) transferring money between own accounts and to any beneficiaries from your Personal Account and Citibank Credit Card,
 - g) viewing pending transactions on your Personal Account,
 - h) activation of Citibank Credit Card and Debit Card and assigning a PIN code for the card,
 - i) Changing the PIN code for the Citibank Credit Card,
 - j) downloading the statement for the Citibank Credit Card,
 - k) repaying the Citibank Credit Card,
 - l) checking for foreign currency exchange rates,
 - m) submitting FX instructions and FX conditional instructions via Citi Kantor online FX exchange platform,
 - n) enabling the Citibank Global Wallet service and opening foreign currency accounts as part of this service,
 - o) topping up mobile phones pre-defined in Citibank Online,
 - p) linking the debit card between the PLN account and foreign currency accounts,
 - q) spreading non-cash transactions above PLN 100 performed with the Citibank Credit Card into installments (Card Installments) spreading a selected debt amount from the last statement of the Citibank Credit Card (Balance in Installments) and using a loan under the Citibank Credit Card through the online procedure,
26. In addition, the Application makes it possible to check for discounts and special deals covered by the Citibank payment card discount program.

CHAPTER 5. Citi Mobile Token

- 27. The Bank provides the Users of the Citi Mobile Application with access to an authentication tool Citi Mobile Token providing for authentication of transactions or other operations.
- 28. Citi Mobile Token may be used to authenticate transactions and other instructions in the Citi Mobile application, in the Citibank Online electronic banking service and while making card payments in the Internet.
- 29. The Citi Mobile Token service may be activated only on one Mobile Device used by the Application User.
- 30. The Citi Mobile Token service may be activated only upon installation of the Citi Mobile Application and logging into it. It may be deactivated via Citi Mobile or Citibank Online.
- 31. When activating the Citi Mobile Token, the Application User creates a confidential, 6-digit identification number (Citi Mobile Token PIN).
- 32. Authentication by means of the Citi Mobile Token may require entering the Citi Mobile Token PIN or one-time authentication code generated via the Citi Mobile Token.

CHAPTER 6. Citi Mobile Notifications

- 33. Citi Mobile Notifications were introduced to send the User messages on any changes and actions recorded by the Bank in the Personal Account or the Credit Card account (e.g. information on debiting or crediting the account) to the mobile phone of the Account holder with installed Application and activated Citi Mobile Notifications. The Notifications include information indicated by the Client upon activation or modification of the service settings, among other things:
 - a) balances in the account or accounts,
 - b) funds available in the account or accounts,
 - c) deposits,
 - d) selected operations concerning the account or accounts,
 - e) transaction authorizations,
 - f) costs of a payment transaction with FX conversion.
- 34. Citi Mobile Notifications are free of charge and available for the holders of the Personal Account or Credit Card who have registered in the electronic banking and have installed the Citi Mobile application on their Mobile Devices.
- 35. Citi Mobile Notifications may only be delivered if the Mobile Device is turned on and connected to the Internet (Wi-Fi or mobile data transmission at a selected mobile phone operator). Lack of Internet connection prevents the use of Citi Mobile Notifications.
- 36. Transactions executed when the Mobile Device is turned off or is not connected to the Internet will not be included in Citi Mobile Notifications.
- 37. Citi Mobile Notifications are assigned to one device and displayed on the main screen of the Mobile Device of the holder or co-holder of the Account for which they have been activated, in real time upon occurrence of an activity on the Account, subject to the conditions prescribed in point 35. The service may not be activated for an attorney.
- 38. The messages generated in real time shall be sent on each weekday following the operation which has caused the message to be generated.
- 39. By activating Citi Mobile Notifications, the account holder agrees to modification of the Citi Alerts service. Citi Mobile Notifications may be activated/deactivated only upon logging in to the Citi Mobile Application in the Application menu. Activation is authenticated by means of the Citi Mobile Token or one-time authentication code. The User may change the settings of Citi Mobile Notifications in the Citi Mobile application. Citi Mobile Notifications may be deactivated in the Application as well as in Citibank Online and CitiPhone. The User indicates the types of notifications provided under Citi Mobile Notifications to be activated.
- 40. If the account holder has activated the Citi Alerts notification service, when activating Citi Mobile Notifications the Citi Alerts text message notification service will be automatically disabled and the fee for text message Citi Alerts will not be charged any more. The Client may enable text message notifications under Citi Alerts with active Citi Mobile Notifications. If text message Citi Alerts are enabled again, the fee for Citi Alerts shall be charged, as per the Table of Fees and Commissions. Activation of Citi Mobile Notifications does not affect the settings of e-mail Citi Alerts.

41. Citi Mobile Notifications are activated separately for the Credit Card and the Personal Account.
42. Citi Alerts information related to security is delivered via text message, irrespective of enabled/disabled Citi Mobile Notifications.
43. The list of received Citi Mobile Notifications may be found in cache of the Citi Mobile application.

CHAPTER 7. Safety of the Application

44. For safety reasons, the Application User agrees not to disclose their User Name and passwords used for logging into the Application and Citi Mobile Token PIN to any third parties.
45. In order to increase the safety level while using the Mobile Application, it is recommended that the User: ensure protection of the Mobile Device by means of an antivirus software, install applications originating from safe sources only, refrain from opening e-mails, attachments to e-mails and links to websites originating from unknown sources and unknown parties, as well as not making available to third parties to access the mobile device in use.
46. It is not possible to use the Application on mobile devices with the operating system with applied "jailbreacking" (Apple) and "rooting" (Android) due to considerable reduction of security of the Mobile Device caused by such an action (meant as breaking the means to secure access to system files of the Mobile Device to access the software of the Mobile Device and modify it).
47. If the Application User takes advantage of the option mentioned in point 19, the Bank recommends to use the automatic lock of the Mobile Device with password protection.
48. If the Application User has reasonable grounds for suspecting that an unauthorized person has accessed the Application User's data which enable such person to use the Application (in particular: User Name, password), or the Application Users' mobile phone has been stolen or lost, then the Application User should immediately contact CitiPhone at the following numbers: 22 692 24 84 (charge according to the operator's current tariffs).

CHAPTER 8. Cookies

49. Cookies used by the Bank do not store personal data and are used, among other things, to remember users' preferences and to secure the Application. If the user fails to consent to the installation of cookies, this may result in lack of access to the application or its improper operation.
50. The stored information or access to it does not cause changes of the configuration of the Mobile Device and software installed on such device.
51. The Citi Mobile Application uses the following types of cookies:
 - a) permanent Cookies - are stored on the device used by the user, even after the user quits it. The aim of storing and accessing such information by the Bank is to remember User preferences when using the Application, e.g. saving the username when logging in. The purpose of this function is to enable the auto-filling of the username field on the User's device when the Application is started again. The End User actually agrees that such information may be stored on their end device. The Application User may remove the User Name from the memory of his/her device by deleting all data from Application's cache,
 - b) session Cookies are files required to maintain proper information transfer between the server and the application, and, thus, to ensure proper display of the contents of the visited website in the Application and to allow a fully-functional access to its features. The aim of storing and accessing such information by the Bank is to identify a given session (the dialogue between the Application and the server) and the Users communicating with the server at the same time.

CHAPTER 9. Complaints

52. The Bank would like to inform you that the Bank is the only entity providing for the Application maintenance and support. Any comments, reservations, possible claims connected with the Application should be directed at the Bank only.
53. Any Customer complaints regarding the operation of the Application can be lodged by Citibank Online, tab "Contact", as well as by mail, phone, electronic channels or at the Bank's branches.
54. Current contact details for submitting complaints and claims are available on the Bank's website (www.citibank.pl).
55. The outcome of the complaint or claim handling proceedings will be notified to the Client without delay, provided, however, that not later than within 30 days of receipt of the complaint by the Bank. For complaints relating to payment services provided by the Bank, the Bank replies to complaints within 15 business days after such a complaint is received.
56. In especially complex cases, which make it impossible to handle a complaint or claim and to provide a reply within the time limits set out in point 55 above, the Bank, in the information provided to the Client, will:
 - a) explain the reason behind such delay,
 - b) specify the circumstances to be found for the purpose of handling the complaint,
 - c) determine the expected complaint or claim handling and reply date, which, however, must not be longer than 60 days of the date of receipt of the complaint or claim not related to payment services provided by the Bank or 35 business days of the date of receipt of the complaint for complaints related to payment services provided by the Bank.
57. To meet the time limits set out in points 55 and 56 c) above, the Bank needs to send a reply before their expiry.
58. In the case of a complaint not related to payment services provided by the Bank, the Bank may reply to a submitted complaint or claim:
 - a) in writing to the Client's correspondence address provided in the Agreement,
 - b) by e-mail, upon the Client's request, to the provided e-mail address of the Client.
59. In the case of a complaint related to payment services provided by the Bank, the Bank shall reply to a submitted complaint or claim in paper format or, after such form is agreed with the Client, by electronic mail to the email address provided by the Client.

CHAPTER 10. Final Provisions

60. For all matters not regulated in these Terms and Conditions, the rules for using the Application by the Users shall be prescribed in: Bank Account Terms and Conditions and Citibank Credit Card Terms and Conditions of Bank Handlowy w Warszawie S.A., available at the Bank's website and branches, and generally applicable provisions of law.

61. Citi and Citi Handlowy trademarks are registered trademarks of Citigroup Inc. used under a license. Citigroup Inc. and its subsidiaries have also rights to some other trademarks used herein.
62. The Bank and the Application User acknowledge and agree that in the scope in which the Application User using the Mobile Devices mentioned in point 1 (a), Apple and its subsidiaries are third party beneficiaries of the rights connected with the granted Application license, and upon the Application User's acceptance of the Terms and Conditions, Apple shall have the right (and shall be deemed to have accepted such right) to enforce the Terms and Conditions to such extent against the Application User being a third party beneficiary of such rights, exclusively in connection with the granted Application license and subject to the generally applicable provisions of law.
63. Any change of the Terms and Conditions of use of the Citi Mobile Application has to be accepted by the Application User upon launching an updated version of the Application. A User who fails to accept the Terms and Conditions shall not be able to log into the Application.
64. Bank is entitled to unilaterally amend the Regulations in the event of:
 - a) adapting to the new or changed legal regulations in force at the Bank, the interpretations of the above-mentioned regulations by competent authorities in the field of regulation,
 - b) introducing new services or changing the scope or method of providing services to which the provisions of the Regulations apply, as long as the change does not infringe the interests of the User,
 - c) adjusting to changes in IT systems,
 - d) it is recommended to perform control activities, recommendations or supervision over banking control or in matters related to the protection of rights within the framework of legal supervision.
65. These Terms and Conditions are available on the Bank's website www.online.citibank.pl.