

# BANK ACCOUNT TERMS AND CONDITIONS

These Bank Account Terms and Conditions ("Terms and Conditions") concern the provision of the services and products set forth in the Terms and Conditions by Bank Handlowy w Warszawie S.A.

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## Section I. DEFINITIONS

### Para. 1. DEFINITIONS

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

- 1) Merchant - an entrepreneur accepting payment or enabling a cash withdrawal or Cash Back to be effected using a Citicard or Citibank Mobile Payments;
- 2) Bank - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
- 3) Cash Back - a cash withdrawal using a Citibank Debit Card with selected Merchants who offer this service, effected immediately following a non-cash transaction using the same card;
- 4) Counting Unit (CU) - specialized units in collaboration with which the Bank provides to the Customer the services set forth in para. 12 of the Terms and Conditions;
- 5) CitiAlerts - a service used to deliver to Customers short text messages (SMSs) and/or electronic mail messages (e-mails) relating to their accounts;
- 6) Citibank Online - the Citibank Online Internet Banking Service that provides access to the Customer's funds as well as allows instructions to be submitted online and instructions to be submitted pursuant to a Deposit Product Agreement;
- 7) Citicard - an electronic payment instrument, in particular a Citibank Debit Card and Contactless Media, issued by the Bank in connection with a Personal Account to a Customer or to an Attorney appointed to operate the Personal Account;
- 8) CitiKonto Direct - a Personal Account type mainly used for online banking (referred to as "CitiOne Direct" in some agreements and previous Terms and Conditions versions);
- 9) Citi Mobile - part of Citibank Online, the Citi Mobile Banking Service that provides access to the Customer's funds as well as allows the Customer to submit instructions online using a mobile telecommunications device, and allows instructions to be submitted pursuant to a Deposit Product Agreement;
- 10) CitiPhone - the CitiPhone Telephone Banking Service that provides access to the Customer's funds as well as allows the Customer to submit instructions using a telephone network, and allows instructions to be submitted pursuant to a Deposit Product Agreement as well as allows the Bank to initiate contact with the Customer;
- 11) CitiPhone PIN - a confidential six-digit Customer identification number used to verify the Customer's identity at CitiPhone and to perform bank monetary settlements via CitiPhone;
- 12) CVC2 - a three digit number printed on the back side of a Citibank Debit Card; it is used to authenticate the Citibank Debit Card in transactions without any physical use of the Citibank Debit Card, especially to make transactions on the Internet;
- 13) Personal Data - all information identifying the Customer or his or her Attorney, processed by the Bank using the IT system or paper media;
- 14) Mobile Payments Provider - the undertaking assisting the Bank in fulfilling its obligations arising from the Citibank Mobile Payments Agreement or the Deposit Product Agreement within the scope of the Citibank Mobile Payments service;
- 15) Business Day - a day other than a Saturday or statutory holiday during which the Bank is open for business pursuant to the Terms and Conditions as well as the Agreement;
- 16) E-PIN - the password used to encrypt the Online Statement sent to the e-mail address indicated by the Customer;
- 17) Citibank Debit Card - a payment card issued by the Bank in connection with a Personal Account to a Customer or to an Attorney appointed to operate the Personal Account, used in order to effect non-cash transactions, including contactless transactions, and cash transactions domestically and abroad as well as to use other services;
- 18) Identification Card - a card used to identify a Customer who does not have a Citibank Debit Card at CitiPhone and Citibank Online as well as when submitting instructions via remote access channels (CitiPhone, Citibank Online) and at Bank Branches. An Identification Card is not an electronic payment instrument (e.g. a payment card) within the meaning of applicable laws and cannot be used at ATMs, at commercial and service outlets or with Merchants;
- 19) SIM Card - a SIM card with the CMP Holder's assigned MSISDN Number, operated in a cell phone operator's network and used inside a cell phone;
- 20) Customer - a consumer within the meaning of the Civil Code of 23 April 1964 (Journal of Laws [Dz.U.] of 1964 No. 16 item 93 as amended, hereinafter the "Civil Code") or any other act that may amend or supersede it, who has concluded an Agreement with the Bank and who has full capacity to enter into legal transactions, subject to para. 5 of the Terms and Conditions;
- 21) Identification Code - confidential identification codes: Identification Card PIN, Citibank Debit Card PIN, CitiPhone PIN, Citibank Mobile Payments PIN, E-PIN, Contactless Media PIN or other identifiers and passwords used to verify identity and log into Citibank Online, Online Statement or CitiPhone - used to denote all of them collectively, some of them or one of them;
- 22) Account - a Personal Account or Savings Account;
- 23) Konto Osobiste [Personal Account] - a bank account maintained in PLN (with the possibility of opening a Foreign Currency Sub-Account) pursuant to applicable laws, opened in the Customer's name and for the Customer by the Bank pursuant to the "Konto Osobiste Citibank" Bank Account Agreement or the Deposit Product Agreement or another Bank Account Agreement to which the Terms and Conditions apply and used to hold funds and perform bank monetary settlements;
- 24) Konto Oszczędnościowe [Savings Account] - an interest-bearing bank account or set of bank accounts maintained in PLN or foreign currencies pursuant to applicable laws, opened in the Customer's name and for the Customer by the Bank pursuant to the "Konto Oszczędnościowe Citibank" Bank Account Agreement or the Deposit Product Agreement and used to hold funds and perform certain bank monetary settlements. The funds accumulated in the Savings Account shall bear interest according to the Interest Rate Table;
- 25) Konto Regularnie Oszczędzające [Regular Saver Account] - an interest-bearing long-term savings plan account or set of long-term savings plan accounts maintained in PLN or foreign currencies pursuant to applicable laws, opened in the Customer's name and for the Customer by the Bank pursuant to the Deposit Product Agreement and used to hold funds and perform certain bank monetary settlements. The funds accumulated in the Regular Saver Account shall bear interest according to the Interest Rate Table. A Personal Account shall be required in order to open a Regular Saver Account;
- 26) Konto SuperOszczędnościowe [SuperSavings Account] - an interest-bearing bank account or set of bank accounts maintained in PLN or foreign currencies pursuant to applicable laws, opened in the Customer's name and for the Customer by the Bank pursuant to the "Konto SuperOszczędnościowe Citibank" Bank Account Agreement or the Deposit Product Agreement and used to hold funds and perform certain bank monetary settlements. The funds accumulated in the SuperSavings Account shall bear interest according to the Interest Rate Table; however, if the Customer submits an instruction debiting the SuperSavings Account, he or she shall not receive interest for the month in which the instruction is executed;

- 27) Secure Envelopes - envelopes marked with unique numbers, which are permanently secured in a manner preventing them from being opened without visible damage;
- 28) Contactless Module - an electronic device embedded in certain Citicard types, which communicates with the contactless reader and makes it possible to effect Contactless Transactions;
- 29) Non-Resident - an individual who is a non-resident within the meaning of the Foreign Exchange Act of 27 July 2002 (Journal of Laws [Dz.U.] of 2002 No. 141 item 1178 as amended, hereinafter the "Foreign Exchange Act") or any other act that may amend or supersede it;
- 30) Contactless Media - a payment card in the form of media (in particular in the form of a contactless sticker) equipped with a Contactless Module, making it possible to effect Contactless Transactions with Merchants displaying the appropriate logo and possibly other transactions depending on the functionality of the Contactless Media in question;
- 31) MSISDN Number - a cell phone number indicated by the CMP Holder, which identifies the CMP Holder for the purposes of the Citibank Mobile Payments Agreement or the Deposit Product Agreement within the scope of the Citibank Mobile Payments service;
- 32) Branch - an organizational unit at which the Bank provides services to Customers under the Agreement;
- 33) Settlement Period - for Citibank Overdraft and Secured Overdraft, this is a calendar month;
- 34) Minor - a person between 13 and 17 years of age who has limited capacity to enter into legal transactions;
- 35) Attorney - an individual who has full capacity to enter into legal transactions and who has been granted a power of attorney by the Customer to operate the Account within the scope stipulated in these Terms and Conditions;
- 36) Citibank Debit Card PIN - a confidential four-digit Customer identification number used to effect ATM transactions, non-cash transactions at commercial and service outlets, cash transactions with Merchants using a Citibank Debit Card and to verify the Customer's identity at Bank Branches;
- 37) Identification Card PIN - a confidential four-digit Customer identification number used to verify the identity of a Customer who uses an Identification Card at Bank Branches;
- 38) Contactless Media PIN - a confidential four-digit Customer identification number used to effect Contactless Transactions at commercial and service outlets with Merchants using Contactless Media and possibly other transactions depending on the functionality of the Contactless Media in question;
- 39) Citibank Mobile Payments PIN - a confidential four-digit CMP Holder identification number used to effect non-cash transactions with Merchants using Citibank Mobile Payments;
- 40) Citibank Mobile Payments ("CMP") (referred to as the "Instrument" in the Citibank Mobile Payments Agreement) - an electronic payment instrument issued by the Bank, which enables the CMP Holder to effect non-cash transactions using a cell phone with the MSISDN Number assigned, which shall be debited to the funds accumulated in the Personal Account;
- 41) CMP Holder - a person who has full capacity to enter into legal transactions: a Customer who has concluded a Citibank Mobile Payments Agreement with the Bank or activated the Citibank Mobile Payments service pursuant to a Deposit Product Agreement or an Attorney who has concluded a Citibank Mobile Payments Agreement with the Bank;
- 42) Deposit Product Confirmation - a list of all products and services maintained for the Customer in question pursuant to a Deposit Product Agreement. The Confirmation constitutes an Appendix to the Deposit Product Agreement;
- 43) Cross-Border Transfer - a transfer order or cash deposit within the meaning of the Banking Act of 29 August 1997 (Journal of Laws [Dz.U.] of 1997 No. 140 item 979 as amended, hereinafter the "Banking Act") or any other act that may amend or supersede it, effected in transactions with EU Member States and with Liechtenstein, Iceland and Norway;
- 44) Deposit Account - a time savings deposit account maintained on the terms set forth in para. 10 of the Terms and Conditions;
- 45) Savings Account - a Savings Account, SuperSavings Account or Regular Saver Account;
- 46) Terms and Conditions - these Bank Account Terms and Conditions;
- 47) Resident - an individual who is a resident within the meaning of the Foreign Exchange Act (Journal of Laws [Dz.U.] of 2002 No. 141 item 1178 as amended, hereinafter the "Foreign Exchange Act") or any other act that may amend or supersede it;
- 48) Foreign Currency Sub-Account - a bank account with a separate number maintained by the Bank within the framework of the Personal Account in one of the foreign currencies listed in the Interest Rate Table;
- 49) SWIFT - the Society for Worldwide Interbank Financial Telecommunication;
- 50) Interest Rate Table - the interest rate table published by way of a Bank announcement and available at Bank Branches, Citibank Online (with the exception of Citi Mobile) or via CitiPhone;
- 51) TFC - the Table of Fees and Commissions enclosed as Appendix to the Terms and Conditions and constituting an integral part thereof;
- 52) Contactless Transaction - a non-cash transaction effected using a Citicard equipped with a Contactless Module at commercial and service outlets equipped with a POS terminal with a contactless reader;
- 53) Agreement - a Deposit Product Agreement, "Konto Osobiste Citibank" or "Konto Oszczędnościowe Citibank/Konto SuperOszczędnościowe Citibank" Bank Account Agreement or another Bank Account Agreement to which the Terms and Conditions apply;
- 54) Citicard Agreement - an agreement constituting a separate agreement for Customers who have not concluded a Deposit Product Agreement with the Bank (referred to as the "Citicard Agreement" in some Agreements and previous Terms and Conditions versions as well as in other documents) or part of the Deposit Product Agreement for Customers who have concluded a Deposit Product Agreement with the Bank;
- 55) Citibank Mobile Payments Agreement - an agreement concerning the provision of the Citibank Mobile Payments electronic payment instrument;
- 56) Deposit Product Agreement - an agreement setting forth the Terms and Conditions on which the Bank maintains an Account or Accounts as well as activates and deactivates the products and services offered by the Bank via CitiPhone, Citibank Online and at Branches;
- 57) Joint Holders - two, three or four Customers who are joint holders of a single Account;
- 58) Online Statement - a service making it possible to receive monthly information on changes in the account status and to determine the balance in electronic format.

## Section II. DEPOSIT PRODUCT AGREEMENT

### Para. 2. DEPOSIT PRODUCT AGREEMENT

1. The Customer and the Bank may conclude a Deposit Product Agreement which constitutes the basis for the Customer's use of the Bank's products and services listed in the Deposit Product Confirmation as well as other products and services offered by the Bank and activated by the Customer during the term of the Deposit Product Agreement.

2. Where a Customer for whom the Bank already maintains an individual Personal Account or Savings Account concludes a Deposit Product Agreement with the Bank, the conclusion of the Deposit Product Agreement shall be tantamount, subject to subpara. 27 of this paragraph, to the provisions of the Deposit Product Agreement superseding all provisions of individual agreements concluded hitherto by the Customer with the Bank, and in particular of the "Konto Osobiste Citibank" Bank Account Agreement, "Konto Oszczędnościowe Citibank"/"Konto SuperOszczędnościowe Citibank" Bank Account Agreement, the Agreement concerning the provision of the Citibank Mobile Payments electronic payment instrument and the Citicard Agreement together with all amendments and supplements to these agreements. All service and product settings (including bank account numbers and Identification Codes) shall remain unchanged. The conclusion of the Deposit Product Agreement shall also enable the Customer to change the type of the Personal Account maintained with the Bank.
3. Upon the conclusion of the Deposit Product Agreement, the Customer shall receive a Deposit Product Confirmation including the list of all products and services that:
  - a) were maintained for the Customer by the Bank pursuant to the agreements concluded before the date of conclusion of the Deposit Product Agreement and for which individual agreements are to be replaced with the Deposit Product Agreement; and
  - b) were activated on the conclusion of the Deposit Product Agreement, subject to subpara. 5 below.
4. 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 to the Bank his true Personal Data. The personal data of the Customer shall be used by the Bank for the purposes of communication with the Customer, including identification, correspondence delivery, authorization and any other activities that may be required to perform the Deposit Product Agreement.
5. A Customer who concludes a Deposit Product Agreement shall have an Account opened pursuant to an agreement concluded before the conclusion of the Deposit Product Agreement or activated pursuant to the Deposit Product Agreement on the date of its conclusion. In the event that a Deposit Product Agreement is concluded outside of a Branch of the Bank, the Account shall be activated after the Deposit Product Agreement is delivered to the Bank pursuant to subpara. 12.d) below. If the Customer makes any amendments or additions to the Deposit Product Agreement, the Account will be activated after the Bank receives and signs the Deposit Product Agreement in the wording including such changes made by Customer and accepted by the Bank. During the entire term of the Deposit Product Agreement, the Customer shall have at all times at least one Account pursuant to the Deposit Product Agreement in question.
6. In the case of a Customer who has not concluded the Deposit Product Agreement, the Bank may make the provision of an additional product or service dependent on the prior conclusion of the Deposit Product Agreement.
7. Pursuant to the Deposit Product Agreement:
  - a) the Customer may use the products and services indicated in the Deposit Product Confirmation;
  - b) the Customer may activate additional products and services within the scope set forth in these Terms and Conditions and subsequently use the products and services activated in this manner;
  - c) the Customer may deactivate the products and services used pursuant to the Deposit Product Agreement.
8. All provisions of these Terms and Conditions shall be applicable to individual products and services indicated in the Deposit Product Confirmation and to the products and services activated during the term of the Deposit Product Agreement.
9. Pursuant to the Deposit Product Agreement, the Customer shall be granted access to the CitiPhone and Citibank Online channels of communication with the Bank.
10. A Customer who has concluded a Deposit Product Agreement may during its term activate at a Bank Branch as well as via Citibank Online and via CitiPhone the following products and services:
  - a) Personal Account;
  - b) Savings Accounts;
  - c) Deposits;
  - d) Citicard issue;
  - e) Citibank Mobile Payments;
  - f) other products and services offered by the Bank and made available to Customers within the framework of the Deposit Product Agreement, with the proviso that within the framework of Citi Mobile, only the product set forth in point c) may be activated.
11. The Bank reserves the right to change the type and number of products and services that can be activated pursuant to a Deposit Product Agreement depending on the development of its range of products and communication channel functionality.
12. Product or service activation shall become effective upon confirmation by the Bank. The confirmation shall be effected as follows:
  - a) for an activation effected at a Bank Branch - through the drawing up of a Deposit Product Confirmation indicating the activated product or service in the list of all products or services held by the Customer;
  - b) for an activation effected via Citibank Online - through the confirmation of the activation of the product or service in question being made available via Citibank Online;
  - c) for an activation effected via CitiPhone - by reading aloud to the Customer the confirmation of the activation of the product or service in question;
  - d) for a Deposit Product Agreement concluded outside of a Branch of the Bank - after the Bank verifies the documents signed by the Customer, by SMS and/or e-mail sent to a cell phone number and/or e-mail address indicated by the Customer.
13. The Bank may refuse activation for important reasons, in the following cases:
  - a) the performance of the Deposit Product Agreement by the Customer in a manner that only serves to reduce the functionality of the communication channel in question by deliberately reducing the availability of the channel in question or overloading it;
  - b) where no operations have been performed concerning the Account except for the periodical accrual of interest and the debiting of fees or commissions for six subsequent months;
  - c) where the Customer does not pay in full the fees or commissions due to the Bank whose amount is set forth in the TFC during at least three subsequent months;
  - d) where the Customer fails to perform his or her material obligations to the Bank arising from the Deposit Product Agreement or performs them improperly;
  - e) where the Bank learns of illegal activities related to disposing of the Account;
  - f) where the Customer no longer has full capacity to enter into legal transactions or the Customer is declared bankrupt or is threatened with bankruptcy.
14. The confirmation of product or service activation effected pursuant to subpara. 12 of this paragraph shall be deemed an update to the Deposit Product Confirmation.

15. Irrespective of the manner in which the agreement has been concluded, the Customer shall have the right to withdraw completely from the Deposit Product Agreement within 14 days of its conclusion by submitting a written representation. In this case, the parties shall return to each other everything they received upon Agreement conclusion, and the Bank shall retain the right to remuneration for the services performed during this period in accordance with the TFC.
16. The Customer shall have the right to terminate the Deposit Product Agreement with 30 days' notice without stating reasons. The Customer may terminate the Agreement by submitting an Agreement termination instruction:
  - a) via CitiPhone and Citibank Online (with the exception of Citi Mobile);
  - b) in writing, where the instruction is signed according to the specimen signature deposited with the Bank and delivered to the Bank.
17. The Bank shall have the right to terminate the Agreement in whole or in part with 30 days' notice for important reasons in the following cases:
  - a) a serious breach of a significant obligation arising from the Deposit Product Agreement or the Terms and Conditions;
  - b) the performance of the Deposit Product Agreement by the Customer in a manner that only serves to reduce the functionality of the communication channel in question by deliberately reducing the availability of the channel in question or overloading it;
  - c) where no operations have been performed concerning the Account except for the periodical accrual of interest and the debiting of fees or commissions for six subsequent months;
  - d) where the Customer does not pay in full the fees or commissions due to the Bank whose amount is set forth in the TFC during at least three subsequent months;
  - e) where the Bank learns of illegal activities related to disposing of the Account;
  - f) where the Customer no longer has full capacity to enter into legal transactions;
  - g) changes are made in IT systems of the Bank, provided that such changes affect the provision of services or a product that is offered by the Bank.
18. The Deposit Product Agreement shall expire on the Customer's death. In this case, the provisions of para. 4 of the Terms and Conditions and para. 32 of the Terms and Conditions shall be duly applicable.
19. The termination of the Deposit Product Agreement or its expiration shall result in the automatic deactivation of all products and services provided pursuant to this Agreement.
20. For important reasons stipulated in subpara. 17 above, the Bank may deactivate individual services included in the Deposit Product Agreement; this shall become effective 30 days after the relevant representation is made. If such a deactivation results in the closure of all Accounts maintained for the Customer, such a representation shall be tantamount to giving notice of termination of the Deposit Product Agreement.
21. The Customer may within 10 days from the activation date deactivate with immediate effect a product or service activated pursuant to the Deposit Product Agreement provided that the activation was effected via Citibank Online or via CitiPhone. A change in Personal Account type is not deemed an activation or deactivation of a product or service.
22. The Customer may deactivate individual products and services included in the Deposit Product Agreement; this shall become effective 30 days after the relevant representation is made or at an earlier date, subject to the Bank's consent. Moreover, a Customer may deactivate the product or service in question in every case in which these Terms and Conditions or applicable laws provide for a possibility of giving notice of termination of the agreement concerning the product or service in question. If such a deactivation results in the closure of all Accounts maintained for the Customer or the loss of access to the Account via Citibank Online and CitiPhone, such a representation shall be tantamount to giving notice of termination of the Deposit Product Agreement. A Customer's representation concerning the deactivation of a product or service may be submitted via CitiPhone and Citibank Online with the exception of Citi Mobile or in written form - signed according to the specimen signature deposited with the Bank and delivered to the Bank.
23. With respect to the consequences of the deactivation indicated in the subparas. above, the provisions of the Terms and Conditions concerning the notice of termination of the agreements concerning individual products and services shall be applicable, with the exception of deactivation with immediate effect, which shall be tantamount to the Customer withdrawing from the agreement concerning the product or service in question.
24. The Bank shall make a representation concerning the notice of termination of the Deposit Product Agreement or the deactivation of individual products and services exclusively in writing.
25. A Deposit Product Agreement may be concluded as a joint agreement between the Bank and two, three or four Joint Holders ("Joint Deposit Product Agreement").
26. In the case of a Joint Deposit Product Agreement:
  - a) with respect to the joint character of the products and services provided pursuant to the Deposit Product Agreement, the provisions of these Terms and Conditions concerning joint products and services (i.e. the Personal Account, Savings Accounts) shall apply, in particular with regard to the scope of instructions that may be submitted by each Customer. A Customer who has a particular type of Account as an individual Account may only have the same type of Account as a joint Account of which he or she is the first Joint Holder;
  - b) each Customer shall have separate and independent access to channels of communication with the Bank;
  - c) each Customer shall only have the right to activate and deactivate, with effect for the remaining Customers, those products and services that may be joint products and services pursuant to these Terms and Conditions with the exception of Citicard, Citibank Mobile Payments and products and services that are linked to the joint Account but are assigned to one of the Joint Holders. The Bank may refuse to maintain a particular Account or Account type as a joint account;
  - d) in order to change parties to the Agreement and to transform it into an individual agreement, all Customers shall be required to act jointly;
  - e) Agreement termination or withdrawal from the Agreement by one of the Customers shall be effective vis-à-vis the remaining Customers.
27. Where Joint Holders for whom the Bank already maintains a joint Personal Account or Savings Accounts conclude a Joint Deposit Product Agreement with the Bank, the conclusion of the agreement shall be tantamount to the provisions of the agreement superseding all provisions of joint agreements concluded hitherto between the Joint Holders and the Bank, which concern the services included in the Agreement, and in particular
  - the "Konto Osobiste Citibank" Bank Account Agreement;
  - the "Konto Oszczędnościowe Citibank"/"Konto SuperOszczędnościowe Citibank" Bank Account Agreement together with all amendments and supplements to these agreements.

Moreover, the Joint Deposit Product Agreement shall supersede the provisions of agreements other than those concerning Account maintenance concluded individually by the Joint Holder with the Bank before the conclusion of the Joint Deposit Product Agreement; this shall in particular concern:

- the agreement concerning the provision of the Citibank Mobile Payments electronic payment instrument;
- the Citicard Agreement.

Where a Joint Holder concludes several Joint Deposit Product Agreements or at least one Joint Deposit Product Agreement in addition to an individual Deposit Product Agreement, the provisions of the agreements other than those for maintenance of the Account concluded individually by the Joint Holder before the Joint Deposit Product Agreement or Deposit Product Agreement shall be superseded pursuant to the first agreement concluded with the Bank; following its expiration or the deactivation of the products and services provided pursuant to it, the Joint Holder may use these products and services pursuant to the Joint Deposit Product Agreement or Deposit Product Agreement concluded later. All service settings (including bank account numbers and Identification Codes) shall remain unchanged, and the products and services provided by the Bank to date to Joint Holders jointly or to one of the Joint Holders, subject to the provisions above, together with any products and services applied for upon Agreement conclusion, shall be set forth in the Deposit Product Confirmation.

28. A Joint Deposit Product Agreement may also be concluded where one of the Customers is a Minor. In this case, the Minor shall not be able to make representations concerning the activation or deactivation of products and services and shall not be able to make representations concerning the withdrawal from the agreement or giving notice of termination of the agreement. By concluding a Joint Deposit Product Agreement together with a Minor, the statutory representative consents to the Minor concluding a Joint Deposit Product Agreement and disposing independently of the funds accumulated in the Personal Account opened pursuant to this Agreement. The provisions of para. 5 of the Terms and Conditions shall be applicable to the instructions submitted by a Minor.

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

#### **A. ACCOUNT HOLDER**

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

1. An Account may be maintained for one Customer pursuant to an individual Agreement. Subject to para. 9.12, a Customer may be the holder of only one Account maintained under an individual Agreement.
2. Apart from the conclusion of an individual Agreement, a Customer may also be a Joint Account Holder pursuant to an Agreement concluded jointly with other persons pursuant to para. 4 of the Terms and Conditions. A Customer may also be exclusively a Joint Account Holder without concluding an individual Agreement.
3. A 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.

##### **Para. 4. JOINT ACCOUNT HOLDERS**

1. An Account (except for the CitiOne Direct Personal Account) may be maintained jointly for two, three or four persons, provided, however, that only one joint Account may be maintained for the same Joint Account Holders. Where an Account is opened for several persons as a Joint Account, subject to the provisions of the Terms and Conditions each Joint Holder shall have the right to independently dispose of the funds in the Account. A Customer who has a particular type of Account as an individual Account may only have the same type of Account as a joint Account of which he or she is the first Joint Holder. The Bank may refuse to maintain a particular Account or Account type as a Joint Account.
2. Joint Holders shall be jointly and severally liable to the Bank for all obligations arising under the Agreement, Account balance and banking operations effected with respect to the Account, including for the consequences of the execution of instructions submitted by Joint Holders which result from their different decisions. Where the execution of one instruction makes it impossible to execute another instruction in full or in part, the Bank shall have the right to suspend the execution of instructions until written proof is presented concerning the Joint Holders' common decision or a valid court decision is presented by them concerning the manner in which the Account is to be disposed of.
3. In order to conclude an Agreement, appoint an Attorney and to transform a Joint Agreement into an Individual Agreement or a Joint Agreement for the remaining Joint Holders, all Joint Holders shall have to submit declarations of intent simultaneously and in agreement.
4. In the case of transformation of an individual Deposit Product Agreement into a Joint Deposit Product Agreement, all individual Accounts maintained under the relevant Deposit Product Agreements shall be transformed into joint Accounts.
5. An individual Deposit Product Agreement shall not be subject to the transformation into a Joint Deposit Product Agreement if a CitiOne Direct Account or a Regular Saver Account is maintained under such agreement.
6. In the event that a Joint Deposit Product Agreement is to be signed with the Bank by Joint Holders, and the Bank already maintains, for anyone of them, an individual "Citibank Personal Account" or "Citibank Savings Account/Citibank SuperSavings Account" Bank Account Agreement or any other agreement to which these Terms and Conditions apply, or in the event that a Joint Deposit Product Agreement with the Bank is to be signed by any Joint Holders for which the Bank already maintains a joint "Citibank Personal Account" or "Citibank Savings Account/Citibank SuperSavings Account" Bank Account Agreement or any other agreement to which these Terms and Conditions apply, the Joint Deposit Product Agreement shall solely cover an Account determined by the Parties in the Deposit Product Agreement.
7. Each Joint Holder may terminate the Agreement at any time with 30 days' notice with effect for the remaining Joint Holders.
8. A power of attorney may be revoked at any time by any of the Joint Holders and the withdrawal shall become effective when the Bank is notified of this fact at a Branch or via CitiPhone, or in writing, provided that such written notice is signed in conformity with the specimen signature deposited with the Bank and delivered to the Bank.
9. All actions under the Agreement, except for the actions referred to in subpara. 3, may be performed independently by any of the Joint Holders with effect for the remaining Joint Holders.
10. Subject to para. 5.1, all Joint Holders of a single Account shall have an identical foreign exchange status of Residents or Non-Residents.
11. 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. Heirs shall not become parties to the Agreement in place of the deceased Joint Holder.
12. Where there are two Joint Holders, the death of either of them shall cause the Joint Agreement to become an Individual Agreement.

#### Para. 5. MINOR'S ACCOUNT

1. A Joint Account may be maintained for a Minor with one or two of the Minor's statutory representatives; all Joint Holders shall be Residents.
2. A Minor may not be the first Joint Holder to which the correspondence with the Bank is addressed.
3. Upon the death of a Minor's statutory representative or upon his or her loss of statutory representative status, the Agreement shall expire unless a second statutory representative of the Minor remains a party to the Agreement.
4. Where a Minor attains majority, he or she shall become a full Joint Account Holder together with his or her hitherto statutory representatives.
5. By concluding an Agreement together with a Minor, the statutory representative consents to the Minor concluding the Agreement and disposing independently of the funds accumulated in the Account opened pursuant to this Agreement.
6. All changes with respect to the terms on which an Account is maintained for a Minor, in particular changes to parties to the Agreement, changes in Account type, the appointment of an Attorney and the activation and deactivation of products and services pursuant to a Deposit Product Agreement may only be effected upon an application and with the consent of the statutory representative who is party to the Agreement. Similarly, the Agreement shall be terminated where the notice of termination or representation concerning the withdrawal is submitted by the statutory representative who is party to the Agreement.
7. Pursuant to the Deposit Product Agreement, a statutory representative may activate or deactivate individual products and services for the benefit of the Minor, in particular Citicard.

#### Para. 6. ATTORNEY

1. The Customer may appoint an Attorney to operate the Account. The power of attorney shall be granted by the Customer separately for each Account. The power of attorney shall be granted in writing at a Bank Branch. The power of attorney shall enable the Attorney to perform all actions in connection with Account management and to submit instructions concerning the Account pursuant to the Deposit Product Agreement, including the 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. An Attorney may submit instructions in person at Bank Branches or effect transactions using the Citicard or using Citibank Mobile Payments, with the exception of CitiPhone and Citibank Online. A legal transaction made by an Attorney within the limitations of his powers shall entail consequences directly for the Customer.
3. The Customer may revoke a power of attorney at any time in person, in writing at a Bank Branch, via CitiPhone or in writing, provided that such written notice is signed in conformity with the specimen signature deposited with the Bank and delivered to the Bank.
4. A Customer may apply for the Attorney to be issued a Citicard for the Personal Account or consent to the Attorney using a Citicard for the Personal Account and consent to the Attorney using the Citibank Mobile Payments service with respect to the Personal Account.
5. The Customer or the Attorney may cancel the Citicard issued to the Attorney at any time. The cancellation shall become effective when the Bank is notified of this fact at a Branch or via CitiPhone.

### B. BANK ACCOUNT TYPES

#### Para. 7. COMMON PROVISIONS

1. An Account shall be maintained for the Customer who has concluded an Agreement with the Bank. A Customer may submit an instruction for an Account to be opened upon the conclusion of the Deposit Product Agreement as well as before or after its conclusion by submitting the relevant instruction.
2. An Agreement between the Bank and the Customer shall be concluded in writing by way of both parties signing the Agreement. Where a Deposit Product Agreement has already been concluded, the Customer may submit instructions to activate additional Accounts and Foreign Currency Sub-Accounts via CitiPhone and Citibank Online (with the exception of Citi Mobile) as well as at a Bank Branch.
3. The Bank reserves the right to refuse to conclude an Agreement without stating reasons.
4. Depending on the Customer's foreign exchange status, the Bank shall maintain a Resident's Account or a Non-Resident's Account for the Customer.
5. A Personal Account and Savings Accounts may not be used for purposes related to the Customer's business or professional activity within the meaning of the Freedom of Business Activity Act of 2 July 2004 (Journal of Laws [Dz.U.] of 2004 No. 173 item 1807 as amended) or any other act that may amend or supersede it. Where a Personal Account or Savings Accounts are used for purposes related to business activity, the Bank shall have the right to terminate the Agreement in whole or in part.

#### Para. 8. PERSONAL ACCOUNT

1. A Personal Account in PLN shall be the Customer's main bank account. Moreover, within the framework of a Personal Account the Customer shall have the right to open a Foreign Currency Sub-Account in a currency listed in the Interest Rate Table with a separate bank account number. The Customer may open at most one Foreign Currency Sub-Account per currency.
2. Within its range of products, the Bank maintains different types of Personal Accounts with different functionalities and fees indicated in the TFC. The Bank may make the maintenance of individual Personal Account types contingent on meeting 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 interest rate shall occur on 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 Personal Account type may be submitted at a Bank branch, via CitiPhone or Citibank Online (with the exception of Citi Mobile). A Personal Account type may only be changed to a Personal Account type offered by the Bank on the date on which the Personal Account type change instruction is submitted.
4. If during subsequent 3 months the Customer:
  - does not meet the conditions set forth in the TFC for the maintenance of the Personal Account type in question free of charge; and
  - does not maintain sufficient funds in the Account to meet in full all fees and commissions indicated in the TFC for the Account type in question, the Bank shall have the right to notify the Customer of its intention to change the type of the Personal Account maintained for him or her.

5. The Bank shall change the Personal Account type if the Customer does not meet the aforementioned conditions by the end of the second full calendar month following the date on which the notification is sent. In this case, the Bank shall charge no additional fees for Account type change.
6. The Personal Account type shall be changed to an 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 meets 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 according to the rules set forth in the TFC.
8. For each Personal Account type change, the Bank shall deliver to the Customer the applicable TFC where the Customer has not received such a TFC previously; this shall be delivered in the manner provided for the delivery of amendments to these Terms and Conditions and for TFC amendments.

#### Para. 9. SAVINGS ACCOUNTS

1. The Bank may maintain for the Customer a Savings Account or several Savings Accounts pursuant to the Agreement. A Customer may submit an application for a Savings Account to be opened upon the conclusion of the Deposit Product Agreement as well as following its conclusion by submitting the relevant instruction. A Customer who has not concluded 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 to date where the Agreement concluded by him or her provides for this possibility.
2. Within the framework of a Savings Account, the Customer may have two or more accounts in different currencies; the maximum number is set forth in the Interest Rate Table.
3. The Bank offers the following types of Savings Accounts: Savings Account, SuperSavings Account and Regular Saver Account. Individual Savings Account types differ with respect to fee levels and their functionality in the manner set forth in the TFC and the Interest Rate Table.
4. The Customer for whom a Personal Account is maintained may submit an instruction to the Bank for a Regular Saver Account to be opened using the funds available in the Personal Account or Foreign Currency Sub-Account. When submitting the instruction, the Customer shall specify the following:
  - a) currency;
  - b) the time during which the Regular Saver Account is to be maintained ("Maintenance Period").
5. A Regular Saver Account cannot be opened by an Attorney.
6. The first day of the Maintenance Period shall be deemed to be the first day of the next calendar month following the date on which the baseline amount is deposited, which shall be construed as the minimum amount required to open a Regular Saver Account and set forth in the Interest Rate Table, with the exception that if the baseline amount is deposited on the first day of the calendar month, then the next day in that month shall be deemed the first day of the Maintenance Period. After the Maintenance Period has expired, the funds shall be transferred to the Personal Account or Foreign Currency Sub-Account maintained in the same currency as the Regular Saver Account. Where the Personal Account or Foreign Currency Sub-Account is maintained in a currency other than the Regular Saver Account, the funds shall be transferred to the Personal Account following conversion at the exchange rate in force at the Bank on the Regular Saver Account maturity date. If the Customer closes the Regular Saver Account before the expiry of the Maintenance Period, the funds shall be transferred to the Personal Account or Foreign Currency Sub-Account indicated by the Customer following conversion at the exchange rate in force at the Bank on the closure date.
7. A Regular Saver Account in the currency selected shall be opened after funds in the amount at least equal to the baseline amount set forth in the Interest Rate Table have been transferred from the Personal Account or Foreign Currency Sub-Account.
8. Maintenance Periods, baseline amounts, minimum monthly amounts and interest rates are set forth in the Interest Rate Table.
9. Minimum monthly amounts are calculated as the balance of transactions effected in the Regular Saver Account during the month. The Customer may withdraw part of the funds from the Regular Saver Account during the Maintenance Period. In this case, the Bank shall charge fees in accordance with the TFC.
10. Where the Customer submits an instruction for a Regular Saver Account to be opened on a day other than a Business Day, the Regular Saver Account shall be opened on the following Business Day. Where the Regular Saver Account maturity date falls on a day other than a Business Day, the Regular Saver Account shall mature on the following Business Day.
11. Where a Personal Account agreement is terminated during the Maintenance Period, the Regular Saver Account shall be terminated as well.
12. The Customer may open more than one Regular Saver Account in each currency listed in the Interest Rate Table.
13. A Regular Saver Account cannot be used to set up a standing order or direct debit or open a Deposit.

#### Para. 10. DEPOSIT ACCOUNT ("DEPOSIT")

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 submitting the instruction, the Customer shall state the currency, amount and type of Deposit as well as the term for which the Deposit is to be maintained ("Agreement Term") and the manner in which interest is to be paid.
2. The currencies offered by the Bank, Agreement Terms, minimum amounts and Deposit interest rates are set forth in the Interest Rate Table.
3. A Deposit shall be opened after funds have been transferred from the Personal Account (including a Foreign Currency Sub-Account maintained in the currency in which the deposit is being opened). After the closing or early withdrawal of the Deposit, the funds shall be transferred back to the aforementioned Personal Account (Foreign Currency Sub-Account).
4. Deposit interest rates shall remain unchanged throughout the Deposit term. Depending on the type of Deposit, the Customer may be entitled to withdraw part of Deposit funds during its term. In this case, the Bank shall calculate interest in the amount set forth in the Interest Rate Table.
5. The withdrawal of funds from a Deposit during its term shall result in the termination of the Deposit unless the terms and conditions of the Deposit stipulate otherwise. In this case, the Bank shall calculate interest in the amount set forth in the Interest Rate Table.
6. Where 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. Where the Deposit maturity date falls on a day other than a Business Day, the Deposit shall mature on the following Business Day.
8. Where funds are withdrawn from a Deposit before seven days elapse from the date on which it was opened, the funds accumulated in the Deposit Account shall not bear interest.

9. Unless the Customer submits a different instruction, the Agreement Term shall be extended for another Agreement Term of the same duration, and the Interest Rate Table in force on the renewal date shall be applicable. Unless the Customer submits a different instruction, interest shall be added to the funds accumulated in the Deposit on the Deposit renewal date.
10. Additional funds may only be deposited in the Deposit Account on the renewal date.
11. Deposits may not be opened using a Savings Account.

## Section IV. BANK MONETARY SETTLEMENTS

### Para. 11. GENERAL PROVISIONS

1. Within the framework of a Personal Account, without the need for additional activation, the Bank shall, upon the Customer's instructions, perform the following types of monetary settlements:
  - a) cash withdrawal at an indicated Bank Branch or ATM;
  - b) transfer order;
  - c) direct debit, standing orders;
  - d) check;
  - e) the "Emergency Cash" service;
  - f) transactions effected using the Citicard, including Cash Back and other cash withdrawals effected with Merchants; g) transactions effected using Citibank Mobile Payments.
2. Within the framework of a Savings Account, the Bank shall, upon the Customer's instructions, perform the monetary settlements referred to in subpara. 1 points a), b), d) and e) and also, in cases indicated by the Bank, those referred to in point c). Such monetary settlements may not be performed at ATMs.
3. Within the framework of a SuperSavings Account, the Bank shall, upon the Customer's instructions, perform the monetary settlements referred to in subpara. 1 points a), b), d) and e) and also, in cases indicated by the Bank, those referred to in point c). Where a direct debit or standing order is executed, the provision of para. 31, subpara. 7 shall not apply. Such monetary settlements may not be performed at ATMs.
4. Within the framework of a Regular Saver Account, the Bank shall, upon the Customer's instructions, perform the monetary settlements referred in subpara. 1 points a), b), d) and e). Such monetary settlements may not be performed at ATMs.
5. The Bank may agree with the Customer other forms in which instructions will be accepted.
6. In order to ensure the security of the funds accumulated in the Account, the Bank may introduce security procedures with respect to each form in which instructions are submitted by Customers; in particular, the Bank reserves the right to confirm by phone any transfer instructions submitted in a manner agreed with the Bank or in a manner other than set forth in subpara. 1 above. The Bank shall have the right to refuse to execute an instruction where:
  - a) the Bank has reasonable grounds for suspecting that the instruction received is incorrect, in particular where the Bank is unable, for any reason, to confirm the instruction by phone or where a confirmation is received that is deemed by the Bank not to be compatible with the contents of the instruction submitted to the Bank;
  - b) the Bank has reasonable grounds for doubt whether the identity document presented by the person submitting the instruction is reliable and the said person fails to produce an additional identification document with a photograph at the Bank's request;
  - c) the Bank has reasonable grounds for doubt concerning the scope of the power of attorney granted by the Customer to a third party.
7. The Customer who instructs the Bank to perform bank monetary settlements shall be obliged to provide correct and complete details required for the instruction to be executed.
8. Where an incorrect posting is made in the Account, the Bank shall have the right to correct (reverse) such a posting, also where the Bank provided information or a statement with the incorrect balance to the Customer. In this case, the Bank shall immediately notify the Customer of the correction on the statement.
9. Where funds in the Account are insufficient to execute all of the Customer's instructions that are to be executed on the day specified by the Customer, the Bank shall first execute standing orders or transfer orders with a future date for repayment of a loan granted by the Bank. The remaining instructions shall be executed by the Bank in the order of their submission.
10. The Bank reserves the right to refuse to effect a transaction where the contents of the Customer's instruction are incorrect, incomplete or contrary to applicable laws.
11. The Bank reserves the right to refuse to perform banking operations or effect other transactions related to persons, countries or entities subject to domestic or international sanctions or embargoes, in particular imposed by the EU, United States of America or the UN. The Bank shall make every effort to inform the Customer of such a refusal immediately.
12. The Bank may make the execution of an instruction conditional upon the presentation by the person submitting the instruction of an identity document, entering the correct Identification Code or submitting the information required in order to identify such person. The Bank reserves the right to refuse to perform a bank monetary settlement where any doubt arises concerning the identity of the person submitting the instruction.
13. Subject to the provisions of the next sentence and where the Agreement does not stipulate otherwise, the Bank shall execute instructions submitted by the Customer in accordance with the Terms and Conditions on the date on which they are received or on the next Business Day after they have been received at the latest. The Bank reserves the right to execute the Customer's instruction on the first Business Day following the date on which it has been received where the immediate execution of the instruction is impossible due to the manner in which the interbank settlement system operates or internal procedures in force at the Bank. Information concerning rules for executing instructions shall be available to the Customer at Branches or via CitiPhone.
14. Where the Bank exceeds the time limit for the performance of a bank monetary settlement, the Bank shall be obliged to pay to the Customer statutory interest calculated on the amount of such bank monetary settlement for each day by which the time limit has been exceeded, unless the time limit has been exceeded as a result of circumstances beyond the Bank's control. This shall not preclude the Customer's right to seek damages according to general principles.

### Para. 12. DEPOSITS

1. Deposits in the Personal Account may be made:
  - a) in the form of bank transfers (internal or external);
  - b) by using checks at Branches indicated by the Bank (the list of Branches is available via CitiPhone);
  - c) in cash at Branches indicated by the Bank (the list of Branches is available via CitiPhone);
  - d) at the Bank's ATMs, the Bank's cash deposit machines or cash deposit machines of independent operators selected by the Bank. The Bank shall make available to Customers the list of cash deposit machines of independent operators together with their locations at Branches of the Bank, on the website ([www.citihandlowy.pl](http://www.citihandlowy.pl)) and via CitiBank Online and CitiPhone.

2. Deposits in Savings Accounts may only be made in the manner referred to in subpara. 1 points a) through c).
3. For deposits in the Personal Account made at ATMs or cash deposit machines using a Citibank Debit Card deposits may only be made in the form of banknotes in the domestic currency in accordance with the instructions on the cash deposit machine or the ATM having this functionality in question The provisions of para. 19 of the Terms and Conditions shall duly apply to the use of the Citibank Debit Card at ATMs or cash deposit machines indicated by the Bank.
4. The deposit amount shall be checked and counted and the Personal Account shall be credited with the amount deposited:
  - a) immediately after the deposit has been made for deposits made at ATMs or cash deposit machines of the Bank;
  - b) immediately after receiving information on a deposit made from an independent operator - for deposits made at cash deposit machines of independent operators selected by the Bank;
 subject to paras. 5 and 8 below.
5. The Bank shall have the right to:
  - a) refuse to credit the funds to the account and to retain banknotes for verification where there are justified suspicions concerning the authenticity of the banknotes deposited;
  - b) adjust the posting made and to debit the Customer's account with the amount of funds deposited and credited to the account if a banknote is later identified as counterfeit or there are suspicions concerning its authenticity.
6. Limits for deposits made at ATMs or cash deposit machines are set forth in the TFC. For security reasons, the Bank may refuse to accept deposits from a Customer who has previously deposited a counterfeit or suspicious banknote.
7. Subject to subparas. 8 and 9 below, the deposit date shall be deemed to be the date on which the relevant Customer Account is credited.
8. For deposits made at Branches and at ATMs on a day other than a Business Day, the deposit date shall be deemed to be the first Business Day following the deposit date.
9. The Bank reserves the right to return or refuse damaged banknotes and coins, banknotes in currencies other than those for which cash services are provided.
10. The Bank reserves the right to accept foreign currency deposits at specified Branches of the Bank only in denominations used in cash services provided by a given Branch. The list of Branches of the Bank and their locations shall be available at Branches of the Bank, on the website ([www.citihandlowy.pl](http://www.citihandlowy.pl)) and via CitiBank Online and CitiPhone.
11. The Bank shall have the right to refuse to accept a deposit in the Account if there is a reasonable suspicion that the cash deposit is connected with the Customer's business or professional activity.

### Para. 13. CASH WITHDRAWAL

1. Cash withdrawals from the Personal Account may be effected:
  - a) at ATMs;
  - b) at Branches indicated by the Bank;
  - c) using the Citibank Debit Card – Cash Back and other cash withdrawals effected with Merchants. Cash withdrawals from a Savings Account may only be effected at indicated Bank Branches.
2. The Bank reserves the right to effect withdrawals at indicated Bank Branches in foreign currencies using exclusively the denominations that are available for the purposes of providing cash services at the Branch in question.
3. Subject to para. 2 above, in the event that a Branch lacks certain denominations of foreign currency coin, the Bank reserves the right to effect the withdrawal of a foreign currency amount which is not a multiple of denominations available at the Branch in question by converting it to PLN at the then applicable average exchange rate of the National Bank of Poland.
4. The Bank may stipulate the amount above which the Customer shall notify the Bank of the cash withdrawal planned an agreed number of days in advance. The amount and the number of days in advance shall be stipulated in the TFC.
5. Information concerning cash services provided at Bank Branches shall be available to the Customer at Branches or via CitiPhone.

### Para. 14. TRANSFER ORDER

1. The Customer shall have the right to order the Bank to execute a transfer in the following manner:
  - a) via CitiPhone;
  - b) via Citibank Online, with the proviso that executing transfers via Citi Mobile may require prior definition of the relevant instruction via CitiPhone or Citibank Online or at a Bank Branch;
  - c) at Branches indicated by the Bank;
  - d) at multi-function ATMs indicated by the Bank (except for future-dated transfers; transfers executed at ATMs may only be effected in accordance with the instruction defined previously via CitiPhone or at a Bank Branch).
2. The Bank shall execute a transfer order provided that:
  - a) funds in the Account are sufficient to effect the transaction and to cover the fee or charge due to the Bank for making the payment and
  - b) the information and documents required to execute the transfer are submitted to the Bank.
3. Where a standing order or a future transfer is established, modified or cancelled, the Customer shall notify the Bank of this fact at least two Business Days before the order execution date. The order shall be executed provided that sufficient funds are present in the Account one Business Day before the date set for order execution.
4. Upon the Customer's request, the Bank shall provide information concerning rules for executing cross-border transfers, and in particular concerning the time required to execute them. For executing a transfer, the Bank shall collect fees and commissions set forth in the TFC.
5. Subject to para. 11, subpara. 6, the date on which the Bank accepts a cross-border transfer order shall be deemed to be the date on which the Customer submits an instruction and fulfills all the conditions required to execute the transfer, including the provision of the information required and ensuring sufficient funds.
6. The Bank shall execute foreign transfers (including cross-border transfers) and domestic transfers in foreign currencies in accordance with the SWIFT code specified by the Customer upon instructing a transaction. If the Customer specifies the SWIFT code and bank name, the Bank will execute the transfer on the basis of the SWIFT code.
7. Where the Customer submits an instruction to execute a cross-border transfer without indicating the bank account number of the recipient in the format required or the name of beneficiary's bank is not provided in the SWIFT format, the transfer may be returned to the Bank.

8. The Bank shall execute cross-border transfer orders by the end of the fifth Business Day following the date on which the Customer's instruction is accepted. The date on which a cross-border transfer is executed shall be deemed to be the date on which the account of the beneficiary's bank is credited, taking into account the time limit referred to in the previous sentence.
9. The Bank shall execute transfer orders, including cross-border transfer orders, according to the Customer's instruction, in particular with respect to the parties which should be charged with the fees collected by banks that participate in executing the transfer.
10. The minimum amount of a transfer in a foreign currency to be executed via Citibank Online shall be equal to one unit of the currency in which the transfer is to be executed.
11. Upon the Customer's request, the Bank shall provide a confirmation that the cross-border transfer has been executed.
12. Where an accepted cross-border transfer order has not been executed, except for circumstances where the Bank's liability is excluded, upon the Customer's request submitted after the time limit for executing the cross-border transfer has elapsed, the Bank shall credit the Customer's Account with the amount due within 14 Business Days following the date on which the request is submitted, pursuant to the provisions of the Banking Act.
13. Where a cross-border transfer ordered by the Customer has not been executed for reasons attributable to the Customer, after the amount related to the order is recovered, the Bank shall credit the Customer's Account with the amount of the cross-border transfer less the expenses incurred in recovering it.
14. The Bank shall not be liable for a failure to execute a cross-border transfer where this results from an event of force majeure or the prevention of the introduction into financial circulation of funds derived from illegal or undisclosed sources or used to finance terrorism.
15. The number of days required for the beneficiary's account to be credited with the amount of a cross-border transfer shall depend on individual arrangements between the beneficiary and the beneficiary's bank.
16. A delay in the execution of a cross-border transfer shall be construed as a failure to credit the account of the beneficiary's bank by the date on which the request referred to in Article 63g, para. 4 of the Banking Act is submitted.
17. The Bank shall not be liable for a delay in executing the transfer, a failure to execute it or the incorrect execution of a transfer for reasons attributable to the beneficiary, beneficiary's bank or the Customer (principal).
18. The Bank shall review complaints concerning cross-border transfers according to the procedure and principles stipulated in para. 33 of the Terms and Conditions.
19. The following arbitration courts are competent to hear disputes concerning cross-border transfers:
  - a) Arbitration Court at the Polish Bank Association;
  - b) Arbitration Court at the Polish Chamber of Commerce.
20. Where the beneficiary's (Customer's) account indicated in the transfer order is maintained in a currency other than the payment currency indicated in the transfer order, the payment amount shall be converted into the currency of the Account credited at the foreign exchange rate applicable at the Bank at the time when the order is executed.
21. A transfer order may be executed in currencies indicated by the Bank. The list of currencies shall be made available to the Bank's Customers in the following manner:
  - a) at Bank Branches;
  - b) via Citibank Online;
  - c) via CitiPhone.
22. When executing an outgoing transfer, the exchange rate applicable on the date in question at the Bank at the time when the order is executed shall apply.
23. Information on foreign exchange rates applicable to transfer orders, including cross-border transfer orders, shall be provided to the Bank's Customers in the following manner:
  - a) in hard copy publications available at Bank Branches;
  - b) via Citibank Online;
  - c) via CitiPhone.
24. The Bank informs that with respect to international money transfers executed via SWIFT, the U.S. government administration may have access to personal data. U.S. authorities have undertaken to use the personal data obtained from SWIFT exclusively for the purposes of fighting terrorism, while respecting the guarantees provided for by the European personal data protection scheme set forth in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

#### **Para. 15. DIRECT DEBIT**

1. A direct debit shall be effected on the basis of an authorization for the creditor to debit the Customer's Personal Account (in PLN) and, subject to the provisions of para. 11, subparas. 2 and, also within the framework of Savings Accounts.
2. The Bank shall effect PLN direct debits according to the principles stipulated in applicable laws.
3. Where a direct debit is modified or cancelled, the Customer shall notify the Bank of this fact at least two Business Days before the direct debit execution date.
4. The direct debit shall be executed provided that sufficient funds are present in the Account one Business Day before the date set for direct debit execution.
5. A direct debit may only be executed with respect to liabilities which the Customer is obliged to pay.

#### **Para. 16. CHECKS**

1. The Bank shall accept checks issued by other banks for collection. Following check clearance, the Bank shall credit the Customer's Account with the amount received from the check issuer's bank.
2. The Bank may conditionally credit the Customer's Account with the amount of a check drawn on another bank which has been accepted for encashment.
3. Where the check is returned for any reason by the issuer's bank, the Bank shall debit the Customer's Account with the amount of the check together with all expenses incurred by the Bank.
4. The Customer may dispose of banker's checks issued by the Bank.
5. Where the Bank is notified that a check that was previously issued by the Bank has been lost, the Bank, subject to subpara. 7 below, shall stop the banker's check at the bank on which such check is drawn.
6. The amount of a cancelled banker's check shall be returned immediately after the check has been cancelled by the Customer, provided that the cancelled check is returned to a Bank Branch.

7. The amount of a stopped banker's check shall be returned after it has been confirmed that the amount of the check has not been withdrawn.
8. Where a purchased banker's check is not cashed during its validity period, the Bank shall cancel the check and return the funds to the Customer's Account.
9. A Customer who has a banker's check may return the unused check at any time.
10. The Bank shall charge the Customer with the expenses related to cancelling or stopping a banker's check in accordance with the TFC.

#### **Para. 17. "EMERGENCY CASH" SERVICE**

1. The "Emergency Cash" service enables cash withdrawals from the Account outside the territory of the Republic of Poland in exceptional situations when the Citibank Debit Card issued in connection with the Customer's Account has been stolen or lost and the Customer has no other access to cash.
2. Each Customer may use the "Emergency Cash" service. The service is not available to Account Attorneys.
3. Cash withdrawals may be effected at any branch of a bank belonging to Citigroup Inc., which offers the "Emergency Cash" service. The current list of countries where branches of banks belonging to Citigroup Inc. offer the "Emergency Cash" service shall be available via Citibank Online (with the exception of Citi Mobile), at Bank Branches or via CitiPhone.
4. The identity of a Customer who wishes to use the "Emergency Cash" service shall be verified in a preliminary manner on the basis of a valid passport.
5. The cash withdrawal shall be effected on the basis of a written application in which the Customer declares the amount of cash to be withdrawn and indicates the Account to be debited with the withdrawal. The withdrawal shall be effected using the Account indicated, provided there are sufficient funds in this Account.
6. Where the "Emergency Cash" service is used, the Bank shall debit the Customer's Account with the amount equivalent to the amount of cash withdrawn and the amount of fee/charge due to the bank effecting the withdrawal. Cash withdrawals shall always be effected in the local currency of the country where the service is provided, converted according to the buying rate currently in force at the bank which effects the withdrawal.
7. The foreign exchange rate applied for the "Emergency Cash" service shall be determined by the bank effecting the "Emergency Cash" service and notified to the Customer before the service is provided.
8. Withdrawal limits related to the "Emergency Cash" service and the amount of fees and commissions related to this service are set forth in the TFC.
9. The Bank reserves the right to refuse to effect the cash withdrawal where there are no technical possibilities of effecting this transaction or the Customer's identity is not confirmed.

#### **Para. 18. "CORRESPONDENCE COLLECT AT BRANCH" SERVICE**

1. The "Correspondence Collect at Branch" service shall enable Customers to collect correspondence connected with performance of the Agreement at a Branch of the Bank.
2. The service shall be available to Customers who have a Citigold Personal Account at specified Branches of the Bank.
3. The "Correspondence Collect at Branch" service shall be subject to a monthly fee in accordance with the applicable TFC.

### **Section V**

#### **PAYMENT INSTRUMENTS AND IDENTIFICATION CARD**

#### **Para. 19. CITIBANK DEBIT CARD AND IDENTIFICATION CARD**

1. A Customer shall be obliged to have a Citibank Debit Card or an Identification Card.
2. The Bank may issue a Citibank Debit Card:
  - a) to a Customer after a Personal Account has been opened;
  - b) to a Personal Account Attorney at the Customer's request.
3. The Bank shall issue an Identification Card to a Customer who has not been issued a Citibank Debit Card. The Bank shall not issue an Identification Card to an Account Attorney.
4. A Customer may not have both a Citibank Debit Card and an Identification Card at the same time. Where the Customer has a Personal Account and a Savings Account at the same time, Citibank Debit Card functionality for the Savings Account shall be limited to identification purposes at Bank Branches, CitiPhone and Citibank Online.
5. A Citibank Debit Card shall be issued pursuant to a Citicard Agreement.
6. The Citicard Agreement shall be concluded for the validity period of the Citibank Debit Card indicated on the card and where no party submits a representation that it does not intend to extend the Citicard Agreement at least 30 days before its term expires, the Citicard Agreement shall be deemed to have been extended for another validity period indicated on the card whose validity has been renewed or that has been newly issued.
7. The Bank shall send a written notification to the last correspondence address indicated by the Customer stating that it does not intend to extend the Citicard Agreement at least 30 days before the validity of the Citibank Debit Card currently held expires, subject to subpara. 9 below.
8. Where the representation concerning the non-extension of the Citicard Agreement referred to in subpara. 6 above is made, the Bank shall issue an Identification Card and send it to the Customer.
9. Where sending the notification would entail a risk of disclosing by the Bank of any information which is subject to banking secrecy to a third party, and in particular where the Customer's current address details are not available, the Bank shall not send the notification referred to in subpara. 7 above to the old address and the Citicard Agreement shall not be extended.
10. Immediately after receiving a Citibank Debit Card/Identification Card, the Customer shall sign it in a permanent manner and activate it. A Citibank Debit Card/Identification Card may be activated via CitiPhone or at a Bank Branch. For a Citibank Debit Card/Identification Card mailed to the Customer, card activation shall be tantamount to the Customer's confirmation that the parcel containing the card has been received undamaged.
11. A Citibank Debit Card enables access to the Customer's Personal Account in the following manner:
  - a) at ATMs displaying the card's logo;
  - b) by enabling non-cash transactions to be effected with Merchants displaying the card's logo;
  - c) by enabling cash transactions to be effected with Merchants displaying the card's logo, including Cash Back;
  - d) by enabling online transactions - for cards offering this functionality;

- e) by enabling Contactless Transactions to be effected with Merchants displaying the MasterCard PayPass logo - for cards equipped with a Contactless Module.
12. The Customer shall have the right to use a Citibank Debit Card throughout its validity period stated on the card, which expires on the last day of the month indicated on the card:
- a) at Bank Branches;
  - b) via CitiPhone, entering his or her CitiPhone PIN;
  - c) using ATMs, entering his or her Citibank Debit Card PIN;
  - d) by effecting non-cash transactions at commercial and service outlets or cash transactions with Merchants, confirming the transaction with his or her signature or by entering his or her Citibank Debit Card PIN;
  - e) by effecting non-cash transactions online without the Citibank Debit Card being physically present, provided that the Citibank Debit Card issued offers such functionality and this functionality has been activated;
  - f) by effecting Contactless Transactions at commercial and service outlets with Merchants; Contactless Transactions effected using the Citibank Debit Card may require authorization with the Customer's signature or the Citibank Debit Card PIN, in particular for Contactless Transactions above the limit set forth in the TFC;
  - g) using other functionalities whose features and availability are presented on the Bank's website, via CitiPhone and at Branches.
13. The Customer shall have the right to use an Identification Card throughout its validity period stated on the card, which expires on the last day of the month indicated on the card, only in the manner stipulated in subpara. 12 points a) and b).
14. The Customer shall maintain his or her Identification Codes secret.
15. The Customer may set and change the Citibank Debit Card PIN via CitiPhone or at Bank Branches and may also change the Citibank Debit Card PIN using Citibank Online (with the exception of Citi Mobile), at Bank ATMs and at selected ATMs of other operators that provide such functionality. The list of ATMs and their locations shall be available at Branches of the Bank, on the website ([www.citihandlowy.pl](http://www.citihandlowy.pl)) and via CitiBank Online and CitiPhone.
16. The Customer may set and change the Identification Card PIN via CitiPhone or at Bank Branches. The Identification Card PIN may also be changed using Citibank Online (with the exception of Citi Mobile).
17. The amounts of transactions effected using a Citibank Debit Card in foreign currencies shall be converted into the settlement currency at the exchange rate of the institution which performs transaction settlement and then posted in the Account associated with the Citibank Debit Card. When the currency of the Account associated with the Citibank Debit Card and settlement currency are different, transaction amounts shall be settled in the following manner:
- a) for cash withdrawals from ATMs displaying the Citi or Citibank logo, transactions shall be converted from the settlement currency (US dollar - USD) into the currency of the Personal Account or Foreign Currency Sub-Account associated with the Citibank Debit Card at the exchange rate in force at the Bank at the time the transaction is effected;
  - b) for other transactions, transactions shall be converted from the settlement currency (euro - EUR) into the currency of the Personal Account or Foreign Currency Sub-Account associated with the Citibank Debit Card at the exchange rate listed in the most recent Currency Exchange Rate Table in force at the Bank on the date on which the transaction is posted. The aforementioned exchange rates shall be available on the Bank website, via CitiPhone or at Bank Branches.
18. Transactions effected using the Citibank Debit Card shall be posted in the Account associated with the Citibank Debit Card at the time the transaction is effected, with the proviso that non-cash transactions and domestic or foreign Cash Back transactions shall be posted in the account maintained in euro (EUR) if it is associated with the Citibank Debit Card at the time the transaction is effected or in the account maintained in Polish zloty (PLN) in any other case.
19. Transactions effected using the Citibank Debit Card shall be posted in the Account immediately, but not later than three Business Days after the information concerning the transaction has been received from the settlement institution.
20. For transactions effected using the Citibank Debit Card in a currency that is not PLN, the amount of a blockade and the amount posted in the Account may be different.
21. Cash withdrawals using Cash Back or ATMs domestically and abroad using a Citibank Debit Card shall be limited pursuant to applicable laws. The Customer shall have the right to withdraw funds from the Personal Account using a Citibank Debit Card up to the balance in the Account associated with the Citibank Debit Card, taking into account transaction and fee limits stipulated in the TFC and fees, if any, collected by ATM operators.
22. The Customer may receive a printout confirming his or her submission of each instruction concerning transactions effected using ATMs. Such a printout shall constitute sufficient proof that an instruction has been submitted.
23. The Customer may effect remote transactions using a Citibank Debit Card, without the Citibank Debit Card being physically present, if this functionality has been activated via CitiPhone, Citibank Online (except Citi Mobile) or at a Bank Branch. The Customer shall be charged with remote transactions without a Citibank Debit Card being physically present, confirmed with a three-digit CVC2 code, if required by the service provider.
24. Where the Customer fails to repay liabilities in a timely manner or their timely repayment is jeopardized, the Bank shall have the right to change the limits concerning the amounts of operations effected. The Bank shall immediately notify the Customer of the changes.
25. The Customer shall immediately notify the loss or theft of a Citibank Debit Card or Identification Card via CitiPhone or at a Bank Branch in order for the card to be cancelled.
26. The Bank shall confirm the acceptance of the notification concerning the Citibank Debit Card/Identification Card in writing where the notification has been made at a Bank Branch or verbally where the notification has been made via CitiPhone.
27. In the event of a reasonable suspicion that a Card is used by an unauthorized person or in the event of receipt of reliable information that a Card or Card data have been intercepted by an unauthorized person, the Bank shall have the right to cancel a Citibank Debit Card/Identification Card at any time without notifying the Customer in advance in order to ensure the security of the Customer's funds. The Bank shall immediately notify the Customer of the cancellation.
28. Where a Citibank Debit Card/Identification Card has been cancelled, it cannot be used to dispose of the funds in the Account or to effect cash and non-cash transactions.
29. Where a Citibank Debit Card/Identification Card has been lost, stolen, renewed or replaced, the Bank may send a newly issued card to the Customer to the last correspondence address indicated by the Customer.
30. Citibank Debit Card cancellation shall not be tantamount to a notice of termination of the Citicard Agreement.
31. The Bank shall be liable for transactions pursuant to the principles stipulated in the Act on Electronic Payment Instruments. The Customer shall be liable for transactions effected by unauthorized parties regardless of their amount where the Customer:
- a) stores a Citibank Debit Card without exercising due care;
  - b) stores a Citibank Debit Card together with the Citibank Debit Card PIN or CitiPhone PIN;

- c) fails to protect the Citibank Debit Card PIN or CitiPhone PIN in a proper manner;
  - d) fails to notify the Bank immediately of the loss of or damage to a Citibank Debit Card;
  - e) makes the Identification Code available to unauthorized parties.
32. The Customer shall be liable for instructions submitted by unauthorized parties where these parties give correct Personal Data or Identification Code as a result of the Customer's culpable act or omission.
  33. The Customer may terminate the Citicard Agreement (which is tantamount to deactivating the Citicard pursuant to the Deposit Product Agreement) by:
    - a) submitting a written notice of termination of the Citicard Agreement to the Bank at a Bank Branch;
    - b) sending to the Bank's address a notice of termination signed according to the Customer's specimen signature deposited with the Bank; where doubts arise concerning the authenticity of the notice submitted, the Bank reserves the right to confirm it by phone;
    - c) submitting a notice of termination via CitiPhone after the Customer's identity has been verified;
    - d) submitting a notice of termination via Citibank Online (with the exception of Citi Mobile). The Citicard Agreement shall be terminated upon the expiry of the 30-day notice period.
  34. The Bank shall have the right to terminate the Citicard Agreement (which is tantamount to deactivating the Citibank Debit Card product and Contactless Media pursuant to the Deposit Product Agreement) with 30 days' notice for important reasons, where:
    - a) the available funds limit has been exceeded in the Account associated with the Citibank Debit Card;
    - b) Citibank Debit Card fees have not been settled;
    - c) where the Customer stores the Citibank Debit Card, Citibank Debit Card PIN or CitiPhone PIN without exercising due care;
    - d) where the Customer is in serious breach of his or her significant obligations to the Bank arising from the Agreement.
  35. The provision of para. 35, subpara. 8 shall be duly applicable to transactions using a Citibank Debit Card.
  36. Where a Citibank Debit Card or Identification Card expires, the Customer shall destroy it.
  37. Where a Citibank Debit Card is issued to an Attorney, the provisions above shall be duly applicable.
  38. In order to use an Identification Card, the Identification Card PIN shall be required.

### Para. 20. CONTACTLESS MEDIA

1. Pursuant to the Citicard Agreement, the Bank may issue to the Customer or, upon the Customer's request, to the Attorney, Contactless Media that enables the execution of Contactless Transactions, provided that the Customer or Attorney, respectively, has a Citibank Debit Card.
2. The Customer has the right to use Contactless Media throughout its validity period, effecting Contactless Transactions with Merchants displaying the appropriate logo. When issuing Contactless Media to the Customer, the Bank shall inform the Customer of the validity period of Contactless Media.
3. Contactless Transactions effected using Contactless Media may require authorization with the Contactless Media PIN, in particular for Contactless Transactions above the limit set forth in the TFC.
4. In other respects, the provisions of the Terms and Conditions concerning the Citibank Debit Card shall be duly applicable to Contactless Media. In cases where the Customer or Bank have the right to terminate the Citicard Agreement, this termination may be limited to Contactless Media, while the Customer retains the Citibank Debit Card.

### Para. 21. CITIBANK MOBILE PAYMENTS

1. The Bank shall provide the Citibank Mobile Payments service pursuant to the Citibank Mobile Payments Agreement or pursuant to the Deposit Product Agreement following the Customer's activation of the Citibank Mobile Payments service. An Attorney may only use Citibank Mobile Payments with the consent of the Customer for whom the Personal Account is maintained.
2. Citibank Mobile Payments make it possible to effect non-cash transactions with selected Merchants, initiated using a cell phone containing a SIM Card with the CMP Holder's MSISDN Number assigned. The Citibank Mobile Payments service shall be made available for an indefinite period.
3. Citibank Mobile Payments make it possible to access funds accumulated in the Personal Account maintained in PLN with the Bank.
4. Where the Customer has concluded a Deposit Product Agreement, CMP may only be made available to an Attorney who is a Bank customer. As of the date on which it has become possible to conclude Deposit Product Agreements, the Bank shall not conclude separate agreements with Attorneys enabling them to use the Citibank Mobile Payments service.
5. The CMP Holder shall submit to the Bank his or her correct MSISDN Number, which shall be assigned to Citibank Mobile Payments.
6. The CMP Holder shall have the right to use Citibank Mobile Payments, confirming transactions by entering the Citibank Mobile Payments PIN.
7. The CMP Holder shall maintain his or her Citibank Mobile Payments PIN secret.
8. The CMP Holder shall set the Citibank Mobile Payments PIN using the cell phone keypad during Citibank Mobile Payments activation after having received the relevant message sent by the Citibank Mobile Payments Provider.
9. The CMP Holder may submit an instruction for the Citibank Mobile Payments PIN to be changed via CitiPhone or at a Branch, subject to the restrictions arising from para. 6, subpara. 2 of the Terms and Conditions. The CMP Holder shall change the Citibank Mobile Payments PIN using the cell phone keypad after having received the relevant message sent by the Citibank Mobile Payments Provider. Until the Citibank Mobile Payments PIN has been changed, the old Citibank Mobile Payments PIN shall be active.
10. Transactions effected using Citibank Mobile Payments shall be posted in the Personal Account indicated by the CMP Holder maintained with the Bank within the framework of the Agreement or Deposit Product Agreement immediately, but not later than three Business Days after the information concerning transaction settlement has been received from the Mobile Payments Provider.
11. The CMP Holder shall immediately report any event where control has been lost over the cell phone with the SIM card or the SIM card with the assigned MSISDN Number associated with Citibank Mobile Payments via CitiPhone or at a Bank Branch in order for Citibank Mobile Payments to be blocked.
12. The Bank shall confirm the acceptance of the notification concerning the blocking of Citibank Mobile Payments in writing, in accordance with specimen signatures deposited with the Bank and after such notification is delivered to the Bank, where the notification has been made at a Bank Branch or verbally where the notification has been made via CitiPhone.
13. In the event of a reasonable suspicion that the cell phone with the assigned MSISDN Number connected with Citibank Mobil Payments is used by an unauthorized person, the Bank shall have the right to block Citibank Mobile Payments at any time without notifying the CMP Holder in advance in order to ensure the security of the Customer's funds. The Bank shall immediately notify the Customer of the block.
14. Where Citibank Mobile Payments have been blocked, they cannot be used to dispose of funds in the Account.

15. The blocking of Citibank Mobile Payments shall not be tantamount to a notice of termination of the Citibank Mobile Payments Agreement or the deactivation of the Citibank Mobile Payments service pursuant to the Deposit Product Agreement.
16. The Customer shall be liable for the transactions effected using Citibank Mobile Payments which the Customer has confirmed using the Citibank Mobile Payments PIN.
17. Notwithstanding the circumstances referred to in subpara. 16 above, the Customer shall also be liable for the transactions effected using Citibank Mobile Payments regardless of the amount, in particular where the CMP Holder:
  - a) stores the cell phone with the SIM Card or the SIM Card with the assigned MSISDN Number associated with Citibank Mobile Payments together with the Citibank Mobile Payments PIN;
  - b) stores the Citibank Mobile Payments PIN without exercising due care;
  - c) fails to immediately notify the Bank of the loss of the cell phone with the SIM Card or of the SIM Card with the assigned MSISDN Number associated with Citibank Mobile Payments;
  - d) makes the Citibank Mobile Payments PIN available to unauthorized parties.
18. The Customer shall be liable for instructions submitted by unauthorized parties where these parties give the correct Citibank Mobile Payments PIN as a result of the CMP Holder's culpable act or omission.
19. The Bank's liability to the CMP Holder arising from the provision of the Citibank Mobile Payments service shall be independent of the legal relationship between the CMP Holder and the Merchant as well as of any legal events occurring with respect to this relationship; in particular, the Bank shall not be liable for the non-performance or improper performance of obligations by the Merchant with whom the CMP Holder effects a transaction using Citibank Mobile Payments.
20. The CMP Holder may terminate the Citibank Mobile Payments Agreement or deactivate the Citibank Mobile Payments service pursuant to the Deposit Product Agreement at any time. The Agreement may be terminated by:
  - a) submitting a written notice concerning the termination of the Citibank Mobile Payments Agreement or the deactivation of the Citibank Mobile Payments service pursuant to the Deposit Product Agreement to the Bank at a Bank Branch;
  - b) sending to the Bank's address a notice concerning the termination of the Citibank Mobile Payments Agreement or the deactivation of the Citibank Mobile Payments service pursuant to the Deposit Product Agreement signed according to the CMP Holder's specimen signature deposited with the Bank; where doubts arise concerning the authenticity of the notice submitted, the Bank reserves the right to confirm it by phone;
  - c) submitting a notice concerning the termination of the Citibank Mobile Payments Agreement or the deactivation of the Citibank Mobile Payments service pursuant to the Deposit Product Agreement via CitiPhone after the CMP Holder's identity has been verified, subject to the restrictions arising from para. 6, subpara. 2 of the Terms and Conditions;
  - d) submitting a notice concerning the termination of the Citibank Mobile Payments Agreement or the deactivation of the Citibank Mobile Payments service pursuant to the Deposit Product Agreement via Citibank Online (with the exception of Citi Mobile), subject to the restrictions arising from para. 6, subpara. 2 of the Terms and Conditions.
21. The Bank shall have the right to terminate the Citibank Mobile Payments Agreement or deactivate the Citibank Mobile Payments service pursuant to the Deposit Product Agreement with 30 days' notice for important reasons, where:
  - a) the available funds limit has been exceeded in the Account associated with Citibank Mobile Payments;
  - b) Citibank Mobile Payments fees have not been settled;
  - c) the Citibank Mobile Payments PIN has been stored without exercising due care;
  - d) in any other case where the CMP Holder fails to perform his or her obligations to the Bank arising from the Citibank Mobile Payments Agreement or the Deposit Product Agreement or performs them improperly;
  - e) where such a request is directed to the Bank by the owner of the MSISDN Number used by the CMP Holder to effect transactions using Citibank Mobile Payments.
22. The provision of para. 35, subpara. 8 shall be duly applicable to transactions effected using Citibank Mobile Payments.
23. The Bank informs that Citibank Mobile Payments shall only be available in the networks of the mobile operators indicated by the Mobile Payments Provider.

## Section VI

### ELECTRONIC BANKING AND COMMUNICATIONS WITH THE BANK

#### Para. 22. CITIBANK ONLINE INTERNET BANKING SERVICE ("CITIBANK ONLINE")

1. Within the framework of the Account, the Customer may use Citibank Online, including Citi Mobile, which makes it possible to access a simplified version of Citibank Online using a cell phone and other devices with similar functionality. Citibank Online shall be activated when the Customer is issued with a Citibank Debit Card/Identification Card. In order to use the services provided via e-mail, the Customer must have an electronic device with a PC functionality, an Internet connection, an e-mail application and (where applicable) an application that can handle attachments in the relevant format.
2. Citi Mobile is available in two versions:
  - a) for browsers - available after entering the following address in the cell phone browser: [www.mobile.citibank.pl](http://www.mobile.citibank.pl),
  - b) for applications - available after downloading and installing the dedicated application in the cell phone.
3. Using Citibank Online, the Customer may in particular:
  - a) obtain information concerning account balances and operations;
  - 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.

Detailed information concerning the operation of the systems available within the framework of Citibank Online has been provided in relevant sections of the website.
4. For security reasons and for any other reason beyond the Bank's control, the Bank shall have the right to temporarily suspend access to Citibank Online for the period required to remove the threats or irregularities that emerge.
5. Where irregularities are found with respect to the use of Citibank Online, in particular where circumstances are present which might jeopardize the Customer's or the Bank's interests, the Bank shall have the right to introduce additional security measures concerning the operations executed using Citibank Online or block access to Citibank Online for the time determined by the Bank.
6. The use of Citibank Online by the Customer shall require the use of appropriate hardware and software enabling the Customer to access Citibank Online.
7. A Customer who only has a Savings Account or the CitiKonto Direct Personal Account as well as a Customer who has concluded a Deposit Product Agreement shall maintain an active Citibank Online service during the entire term of the Agreement.

8. The electronic identification of the Customer using Citibank Online shall be performed by entering the correct Identification Code.
9. The manner in which Citibank Online operates is described in relevant user's manuals available on the website. Among other things, the manuals referred to in the previous sentence set forth detailed principles for the electronic identification of the Customer and rules to be followed by the Customer with respect to accessing the Account using Citibank Online.
10. The Customer shall keep secret all information whose disclosure could negatively affect the effectiveness of the mechanisms which ensure the security of the operations ordered using Citibank Online, including the Identification Code.
11. Where the Customer discloses the information referred to in subpara. 10 above to third parties and third parties execute any operations using Citibank Online, the Customer shall be liable for such operations.
12. The amount of fees related to Citibank Online is set forth in the TFC.
13. For security reasons, the Bank reserves the right to terminate the connection with the Customer after a time period specified by the Bank has elapsed since the Customer performed the last action.
14. The Customer undertakes to use Citibank Online pursuant to applicable laws, including these Terms and Conditions. The use of Citibank Online in breach of applicable laws may constitute grounds for giving notice of termination of the Agreement.
15. The Bank may supply computer programs and files which the Bank considers necessary in order to use Citibank Online.
16. Information concerning changes with respect to the scope of services provided within the framework of Citibank Online as well as the date of their introduction shall be made available on the website or shall be sent to the Customer by e-mail.
17. Citibank Online may also be used to take advantage of other services provided by the Bank.
18. Where a Deposit Product Agreement is concluded, the Customer shall not be able to deactivate Citibank Online without giving notice of termination of the entire Deposit Product Agreement.

### **Para. 23. CITIPHONE TELEPHONE BANKING SERVICE ("CITIPHONE")**

1. Within the framework of the Account, the Customer may use CitiPhone, which requires a tone dial telephone and making a call to the number indicated by the Bank.
2. All phone conversations with Bank representatives may be recorded using electromagnetic media and may be used as evidence.
3. The Customer may set and change the CitiPhone PIN via CitiPhone.
4. The use of the CitiPhone PIN when using CitiPhone shall constitute a confirmation of the instructions submitted by the Customer via CitiPhone for the Bank and at the same time shall constitute an authorization for the Bank to execute them. Such an authorization shall also be binding for the Bank where the phone instruction was issued by a person other than the Customer, provided this person submitted the correct CitiPhone PIN. This also applies to other Identification Codes that may be required by the Bank.
5. The Bank shall have the right not to execute the Customer's phone instruction where there are grounds for suspecting that the instruction was submitted by an unauthorized party. In this case, the Bank shall have the right to contact the Customer in order to obtain additional confirmation for the instruction submitted.
6. Should any disputes arise concerning the correctness of verbal verification via CitiPhone, the recording of the call in question on electromagnetic media shall constitute decisive proof.
7. The Bank shall have the right to actively initiate contact with the Customer via CitiPhone.

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

1. Within the framework of the Personal Account, the Customer may use the CitiAlerts service, which consists in sending text messages and/or electronic messages (e-mail messages) to the cell phone number and/or e-mail address indicated by the Customer, which contain the information indicated by the Customer during the activation or modification of CitiAlerts service settings, i.a. concerning:
  - 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.
2. The CitiAlerts service may be activated and its settings may be modified by logging in to Citibank Online (with the exception of Citi Mobile), via CitiPhone or at Bank Branches.
3. Depending on the type of information conveyed, the messages shall be sent daily or in real time.
4. The messages generated daily shall be sent from Tuesdays to Saturdays (except for days following holidays). The messages shall be sent not later than on the second Business Day following the date of the operation which has caused the message to be generated.
5. The messages generated in real time shall be sent on each weekday following the operation which has caused the message to be generated.
6. The Bank undertakes to start sending alerts on the fourth Business Day following the submission of the instruction concerning the activation of the CitiAlerts service by the Customer at the latest.
7. The CitiAlerts service may be activated for each Joint Personal Account Holder. The fee for the CitiAlerts service shall be charged for each Joint Personal Account Holder who has an active CitiAlerts service.
8. The CitiAlerts service may not be activated for an Attorney.
9. The amount of fees related to the CitiAlerts service is set forth in the TFC.
10. The fees referred to in subpara. 9 above shall be charged to the Account indicated to be debited during the activation or modification of CitiAlerts service settings.
11. The Customer shall be obliged not to provide access to the cell phone or e-mail to any unauthorized person.
12. The Customer may terminate the CitiAlerts service at any time, with the proviso that the fee due for the current calendar month shall be charged in accordance with subpara. 9.
13. In justified cases, the Bank shall have the right to block access to the CitiAlerts service, in particular where the funds available in the Account referred to in subpara. 10 are insufficient to cover the fee for the CitiAlerts service referred to in subpara. 9.

### **Para. 25. STATEMENTS AND CORRESPONDENCE**

1. Subject to different provisions of the Terms and Conditions or the Agreement, all notices sent pursuant to these Terms and Conditions shall be in writing and shall be delivered by mail to the last correspondence address indicated by the Customer. A notice shall be deemed delivered when it reaches the Customer in a manner enabling the Customer to learn its contents.
2. The Bank shall provide information on changes in the status of the Account and balances, on a monthly basis and as opted for by the Customer, in:

- a) Online Statements to be sent to a determined e-mail address or Online Statements to be provided via Citibank Online (except Citi Mobile);
  - b) paper-format statements to be received at a Branch of the Bank, subject to para. 18;
  - c) paper-format statements to be sent to a correspondence address specified by the Customer.
3. To a Customer who has signed with the Bank a Deposit Product Agreement or a "Citibank Personal Account" Bank Account Agreement relating to a Personal Account of the CitiKonto Direct and/or " Citibank Savings Account/Citibank Supersavings Account" type and has provided an e-mail address to the Bank, the Bank shall send, free of charge, monthly information on changes in the status of the Account in Online Statements to be delivered to the specified e-mail address as attachment to an e-mail message. If Online Statements are to be sent to the e-mail address specified by the Customer, such Online Statements will be delivered as attachments, secured with the E-PIN code, to messages notifying that an Online Statement was issued. Upon the Customer's consent, the Bank shall make Online Statements available via Citibank Online, with or without notice sent to the e-mail address.
  4. For a joint Account, statements shall be sent or made available solely to the first Joint Holder indicated in the Agreement. Where the first Joint Holder indicated in the Agreement dies, bank correspondence, including the monthly Account statement, shall be sent to the next Joint Account Holder indicated in the Agreement.
  5. Account balance information shall be available at Bank Branches, via CitiPhone and via Citibank Online.
  6. Upon the request of a Customer to whom the Bank sends Online Statements
    - a) the Bank will also send to such Customer an additional paper statement against a fee to the correspondence address specified by the Customer;
    - b) in the event that the "Correspondence Collect at Branch" service has been activated by the Customer, the Bank shall send the additional statement against a fee to address of the Branch of the Bank that has been agreed with the Customer.
  7. The fees for paper-format statements are determined in the TFC.
  8. The Bank undertakes to make the Online Statement available on the second Business Day following the date of its generation at the latest, provided that the Customer declared that he or she would like to use the Online Statement service at least two Business Days before this date. Otherwise, the Online Statement shall be provided beginning with the next statement generation cycle. The Bank shall inform the Customer electronically that an Online Statement has been made available on the second Business Day following the date of its generation at the latest.
  9. Any discrepancies concerning the balance of funds in the Account shall be notified within 14 days of the date on which the statement is received by the Customer or on which the notification that an Online Statement has been generated is delivered.
  10. In connection with mandatory laws and regulations in the scope of the Bank's obligation to protect bank secrecy, the Bank shall have the right to refuse to issue a statement copy to a Joint Holder. In such cases, the Bank shall make available account history covering a period of at most the last 12 months.

## Section VII. INSURANCE

### Para. 26. GENERAL PROVISIONS

1. A Customer who has a Personal Account or an Overdraft may apply for insurance products available at the Bank, provided that the Customer fulfills the conditions set forth in General Insurance Terms.
2. The scope of insurance coverage, sums insured, fees for insurance cover and the detailed conditions of insurance acquisition and termination are set forth in General Insurance Terms and in the Terms and Conditions of Insurance applicable to a given insurance.

## Section VIII. OVERDRAFT

### Para. 27. CITIBANK OVERDRAFT

1. Upon the Customer's application, the Bank may conclude a Citibank Overdraft Agreement ("Overdraft Agreement") with the Customer and grant the Customer an overdraft limit ("Limit") related to the PLN Personal Account. An Overdraft Agreement may be concluded for a Personal Account which is maintained for at most two Joint Holders. Where a Limit has been granted to two Joint Holders, they shall be jointly and severally liable for its repayment, i.e. the Bank shall have the right to demand that any of the Joint Holders repay the entire Credit balance at the Bank's discretion.
2. Only one Limit may be granted for a single Personal Account. The Bank shall charge a fee in the amount set forth in the TFC for the Limit granted to the Customer. In the event of a change of the Personal Account type, the Bank may change the rate of fee to the rate provided in the then-valid TFC for a given type of the Personal Account.
3. The amount of Limit and the interest charged on the Citibank Overdraft shall be determined by the Bank and shall depend on the Customer's creditworthiness as well as the declared and actual amount of income deposited monthly in the Personal Account.
4. The Bank reserves the right to refuse to grant the Limit without stating reasons.
5. A Customer who has been granted the Limit shall regularly transfer his or her income on a monthly basis to the Personal Account during each settlement period stipulated in accordance with subpara. 16; the type and amount of such transfers shall be as stipulated in the Citibank Overdraft Application. Where the amount of transfers declared has not been stipulated in the Overdraft Agreement or Overdraft Application, the Customer shall be obliged to ensure regular deposits amounting to at least PLN 1,000 per month. Where the amount of interest and fees charged during the settlement period in question exceeds the amount the Customer is obliged to regularly deposit in the Personal Account, the Customer shall deposit in the Personal Account an amount at least equal to the amount of interest and fees charged. Where income is not deposited in the Personal Account, the Bank reserves the right to send reminders to the Customer. The Bank may undertake the following actions: letters of reminder, phone reminders and other actions undertaken outside of the Bank's premises. The Bank may charge a fee in the amount set forth in the TFC for each action undertaken. The fees charged shall become due at the end of the settlement period.
6. The Bank reserves the right to reduce or terminate the Limit, of which the Customer shall be immediately notified, where:
  - a) the Customer no longer has the creditworthiness required to repay the Limit in the amount granted;
  - b) the Customer has breached those provisions of the Overdraft Agreement or Terms and Conditions that are relating to late repayment of the amount due or the lack of income transfers under para. 27, subpara. 5.
 The Bank may only reduce the Limit with respect to the amount unused by the customer.
7. Where a notice of termination has been given with respect to the Agreement, the amount of Limit used, together with the interest, fees and commissions accrued shall become due upon the expiry of the 30-day notice period.
8. The Customer shall control the balance of his or her debt to the Bank and settle the liabilities arising from the use of the Citibank Overdraft in a timely manner.

9. The Customer may not exceed the amount of the Limit granted. Where the Limit granted is exceeded, the Customer shall immediately repay the excess amount together with interest, fees and commissions in the amount set forth in the TFC.
10. Where there are insufficient funds in the Personal Account to cover them, the interest, fees and commissions accrued shall decrease the Limit available.
11. Upon the Customer's request, the Bank may change the Limit granted. The provisions of subparas. 3 and 4 shall be duly applicable. Any changes to the limit shall be made by way of a written agreement. The Bank shall charge a fee for changing the Limit in accordance with the TFC. The Customer may apply for the entire Limit granted to be terminated. Where the interest rate of the Overdraft granted is dependent on the Limit or the Personal Account type and the Customer applies for the Limit or Personal Account type to be changed from CitiKonto/CitiOne/CitiKonto Direct to CitiGold or vice versa, the interest rate of the overdraft shall be automatically changed to the interest rate indicated in the current Interest Rate Table for the Personal Account type and Limit in question.
12. Pursuant to the Overdraft Agreement, the Bank may increase the Limit granted. The Bank shall immediately notify the Customer of the increase. The Customer shall have the right to object to the increase in the Limit in writing, at a Bank Branch or via CitiPhone within 30 days of the date on which the notification is delivered by the Bank.
13. The Limit granted enables the Customer to contract debt to the Bank where the Customer's withdrawals or transfers are not covered by the positive balance of the PLN Personal Account.
14. Each deposit in the Personal Account shall result in the repayment of the Limit used and shall enable the Customer to contract debt again up to the unused amount of the Limit.
15. The interest rate on the Limit granted is set forth in the Interest Rate Table. The interest, fees and commissions accrued shall be debited to the Customer's Personal Account for which the Limit has been granted without any additional instructions from the Customer.
16. The Bank shall calculate interest on the amount of the Limit used per each calendar day on which debt exists in the amount of 1/365th of the annual interest rate, and 1/366th of the annual interest rate for a leap year, from the date on which debt is contracted to the date preceding the repayment date. No interest shall be accrued where the total number of calendar days during which the Customer used the Limit during the settlement period in question does not exceed 7 calendar days. Where the number of calendar days during which the Customer used the Limit exceeds 7 days, interest shall be accrued for the entire period during which the Customer used the Limit during the settlement period in question. The interest accrued for the settlement period in question shall be indicated on the next Personal Account statement and shall become due as of the statement issue date. Transactions posted retroactively after the settlement period in question has elapsed shall not retroactively change the number of days during which the Customer used the Limit during the closed settlement period, but shall be included in the statement during the next settlement period.
17. The Customer may terminate the Overdraft Agreement at any time with 30 days' notice. The Overdraft Agreement shall be terminated upon the expiry of the 30-day notice period.
18. The Bank shall have the right to terminate the Overdraft Agreement with 30 days' notice in the following cases:
  - a) where the Customer breaches applicable laws or provisions of the Overdraft Agreement or Terms and Conditions relating to late repayment of the amount due or the lack of income transfers in the Personal Account under para. 27, subpara. 5;
  - b) where the Bank considers the Customer's creditworthiness to have deteriorated or considers the Customer to be no longer creditworthy;
  - c) where the Bank has discontinued the activities under the Terms and Conditions and Agreement or Overdraft Agreement.
19. Where a notice of termination has been given with respect to the Agreement or the Overdraft Agreement, the Customer may not increase his or her debt to the Bank under the Citibank Overdraft and the amount of the Limit used, together with the interest, fees and commissions accrued, shall become due upon the expiry of the 30-day notice period.
20. Should one of the Joint Holders die, the Overdraft Agreement shall expire. Where the surviving Joint Holder wishes to have a Citibank Overdraft, he or she shall submit an Overdraft Application and the Bank shall decide whether to grant a Citibank Overdraft on the basis of the assessment of his or her credit history and creditworthiness.
21. Article 131, para. 1, point 2, letter b), Article 131, para. 2, Article 131, para. 3 and Article 131, para. 3a of the Act on the Obligation to Defend the Republic of Poland of 21 November 1967 (consolidated text: Journal of Laws [Dz.U.] of 2004 No. 241 item 2416 as amended) shall not apply to the Overdraft Agreement.
22. A notice of termination of the Agreement shall be tantamount to a notice of termination of the Citibank Overdraft Agreement.
23. The Bank reserves the right to effect a one-time change of the date of issue of statements to the Personal Account to the first or last day of a month for Customers who have a Citibank Overdraft and have the statement issue date on a different day than the first or last day of a month.
24. The Bank reserves the following order of allocation of monthly transfers to the Personal Account against amounts due to the Bank in connection with the Limit used:
  - a) fees and commissions due;
  - b) interest due on the Limit used;
  - c) Limit granted.

#### **Para. 28. SECURED OVERDRAFT**

1. Upon the Customer's application, the Bank may conclude a Citibank Secured Overdraft Agreement ("Overdraft Agreement") with the Customer and grant the Customer an overdraft limit ("Secured Limit") related to the Personal Account. A Secured Overdraft Agreement may only be concluded for a Personal Account which is maintained for one holder or for two Joint Holders who are spouses and have joint property.
2. Only one Secured Limit or one Citibank Overdraft referred to in para. 27 may be granted for a single Personal Account. The Bank shall charge a fee in the amount set forth in the TFC for the Secured Limit granted to the Customer.
3. The amount of Secured Limit shall be determined by the Bank and shall depend on the amount and type of security submitted by the Customer and the Customer's creditworthiness.
4. The Bank reserves the right to refuse to grant the Secured Limit without stating reasons.
5. The Bank reserves the right to reduce the Secured Limit, of which the Customer shall be immediately notified, where:
  - a) the value of the security for the Secured Limit decreases;
  - b) the Customer no longer has the creditworthiness required to repay the Secured Limit in the amount granted;
  - c) one of the securities has expired.

6. Where the Secured Overdraft Agreement is terminated, the amount of Secured Limit used, together with the interest, fees and commissions accrued, and where the Secured Limit is reduced, the amount exceeding the reduced Secured Limit together with the interest, fees and commissions accrued, shall become immediately due.
7. The Customer shall control the balance of his or her debt to the Bank and settle the liabilities arising from the use of the Secured Overdraft in a timely manner.
8. The Customer may not exceed the amount of the Secured Limit granted. Where the Secured Limit granted is exceeded, the Customer shall immediately repay the excess amount together with the interest, fees and commissions accrued as a result of exceeding the Secured Limit in the amount set forth in the TFC and the Interest Rate Table.
9. Where there are insufficient funds in the Personal Account to cover them, the interest, fees and commissions accrued shall decrease the Secured Limit available.
10. Upon the Customer's request, the Bank may increase the Secured Limit granted. The provisions of subparas. 3 and 4 shall be duly applicable. The Bank shall charge a fee for increasing the Secured Limit in accordance with the TFC. The Customer may apply to the Bank in writing for the Secured Limit to be reduced or for the entire Secured Limit granted to be terminated. The Bank shall notify the Customer of every change in the Secured Limit in the next statement or by mail.
11. The Secured Limit granted enables the Customer to contract debt to the Bank where the Customer's transactions debiting the Account are not covered by the positive balance of the Personal Account.
12. Each repayment of the Secured Limit used shall enable the Customer to contract debt again up to the unused amount of the Secured Limit.
13. The interest rate on the Secured Limit granted shall be set forth in the Secured Overdraft Agreement and in the Interest Rate Table. The interest, fees and commissions accrued shall be debited to the Customer's Personal Account without any additional instructions from the Customer.
14. The Bank shall calculate interest on the amount of the Secured Limit used per each calendar day on which debt exists in the amount of 1/365th of the annual interest rate, and 1/366th of the annual interest rate for a leap year, from the date on which debt is contracted to the date preceding the repayment date. The interest due for the settlement period in question shall be payable on the last Business Day of this settlement period and where this day is not a Business Day, on the first Business Day of the next settlement period.
15. The Bank shall have the right to terminate the Secured Overdraft Agreement in the following cases:
  - a) where the Customer breaches applicable laws;
  - b) where the Customer is considered by the Bank to no longer have the creditworthiness required to repay the Secured Limit in the amount granted;
  - c) where the Bank has discontinued the activities under the Terms and Conditions and Agreement or Secured Overdraft Agreement;
  - d) where any of the events of default stipulated in the Secured Overdraft Agreement has occurred;
  - e) where the security has expired.
16. A notice of termination of the Agreement shall be tantamount to a notice of termination of the Secured Overdraft Agreement.
17. Article 131, para. 1, point 2, letter b), Article 131, para. 2, Article 131, para. 3 and Article 131, para. 3a of the Act on the Obligation to Defend the Republic of Poland of 21 November 1967 (consolidated text: Journal of Laws [Dz.U.] of 2004 No. 241 item 2416 as amended) shall not apply to the Secured Overdraft Agreement.

## Section IX. MISCELLANEOUS AND FINAL PROVISIONS

### Para. 29. AGREEMENT AMENDMENT AND TERMINATION

1. Each Customer may terminate the Agreement with 30 days' notice by:
  - a) submitting a written notice of termination of the Agreement at a Bank Branch;
  - b) sending to the Bank's address a notice of termination signed according to the Customer's specimen signature deposited with the Bank; where doubts arise concerning the authenticity of the notice submitted, the Bank reserves the right to confirm it by phone;
  - c) submitting a notice of termination via CitiPhone after the Customer's identity has been verified;
  - d) submitting a notice of termination via Citibank Online (with the exception of Citi Mobile).
2. During the notice period, the Bank shall execute the Customer's instructions and perform Account settlements.
3. The Bank shall have the right to terminate the Agreement with 30 days' notice for important reasons only, in the following cases:
  - a) where no operations have been performed concerning the Account except for the periodical accrual of interest and the debiting of fees or commissions for six subsequent months;
  - b) where the Customer does not pay in full the fees or commissions due to the Bank whose amount is set forth in the TFC during at least three subsequent months;
  - c) where the Customer is in a serious breach of his or her material obligations to the Bank arising from the Agreement;
  - d) where the Bank reasonably learns of illegal activities related to disposing of the Account;
  - e) where the Customer no longer has full capacity to enter into legal transactions;
  - f) the performance of the Agreement by the Customer in a manner that only serves to reduce the functionality of the communication channel in question by deliberately reducing the availability of the channel in question or overloading it;
  - g) where changes in IT systems of the Bank occur if such changes affect the provision of services or a product offered by the Bank.
4. Where important reasons only concern one of the Accounts maintained pursuant to the Deposit Product Agreement, the Bank's right to terminate the Agreement shall be limited to the deactivation of the Account in question together with the associated products and services.
5. The Agreement shall be terminated upon the expiry of the 30-day notice period. The Bank shall deliver the notice of termination to the Customer in the form of a written Agreement termination notice to the last correspondence address indicated by the Customer.
6. The Agreement may also be terminated by mutual agreement of the Parties without a notice period.
7. Where the Agreement is terminated, all the Bank's claims on the Customer arising from the Agreement shall become immediately due.
8. From the Agreement termination date, the Customer's funds shall bear no interest.
9. Where the Customer only has a Personal Account, a notice of termination of the Agreement shall be tantamount to a notice of termination of the Citicard Agreement and the Citibank Mobile Payments service or the deactivation of these services pursuant to the Deposit Product Agreement. This shall not apply to cases where another Personal Account is maintained for the Customer pursuant to a separate Agreement.

10. Where the Customer has a Personal Account as well as a Savings Account, a notice of termination of the Personal Account Agreement or the deactivation of the Personal Account pursuant to the Deposit Product Agreement shall be tantamount to a notice of termination of the Citicard Agreement. In such a case, the Bank shall issue an Identification Card to the Customer pursuant to para. 19, subpara. 3.
11. Where the Agreement is terminated, the Customer shall permanently destroy the Citicard/Identification Card in a manner preventing its use or return it. During the notice period, the Customer may not increase his or her debt to the Bank and shall indicate the bank account to which the Bank is to transfer the funds accumulated in the Account.
12. Agreement termination shall not result in any fees to the Bank.
13. A notice of termination of the Agreement shall be tantamount to a notice of termination of the Citibank Overdraft Agreement or the Secured Overdraft Agreement.
14. The provisions of this paragraph shall be without prejudice to para. 2, subparas. 15-24 of these Terms and Conditions.

### Para. 30. FEES AND COMMISSIONS ("FEES")

1. For the services provided in connection with Account maintenance, the Bank shall charge Fees set forth in the current TFC for the type of Account in question. Where the Customer has more than one Account, a single fee shall be charged provided that the Customer is the first Joint Holder (Customer No. 1 in the Deposit Product Agreement) of these Accounts.
2. The Citicard monthly fee shall be charged for each Citicard issued during the entire term of the Citicard Agreement. The Citicard fee shall be debited to the Account associated with the Citicard monthly, starting on the card issue date.
3. The Fees due, subject to subpara. 2 above, shall be debited to the Account on an ongoing basis.
4. The Bank shall make the 24-hour CitiPhone service available to Customers. A fee whose amount is set forth in the TFC shall be charged for making the CitiPhone service available.
5. The Bank reserves the right to amend the TFC where at least one of the following parameters changes:
  - a) the WIBOR, LIBOR or EURIBOR;
  - b) the level of consumer price inflation;
  - c) service operating costs as a result of changes in energy, telecommunications service or postal service prices;
  - d) the level of costs borne by the Bank;
  - e) the scope of products and services provided by the Bank, in particular making new products and services available or the discontinuation of existing products or services.
6. The Bank shall notify the Customer in writing of any amendments to the TFC. If the Customer does not give notice of termination of the Agreement during the next notice period following the date on which the information referred to in the previous sentence is delivered, the new fees and commissions shall be binding for the parties as of the date of their introduction stipulated by the Bank. Where the Customer gives the notice of termination referred to in the previous sentence, the previous rates of fees and commissions shall apply until the date on which the Agreement is terminated. The Bank may send a notification concerning TFC amendments together with an Account statement.
7. For Customers who have concluded a Deposit Product Agreement and provided their e-mail address, information concerning amendments to the TFC may be delivered to the Customer by sending a message in good time to the e-mail address provided by the Customer (this information may also be additionally made available via Citibank Online, with the exception of Citi Mobile). The rights of the Customer who has concluded a Deposit Product Agreement to terminate the Agreement shall include either terminating it as a whole or the deactivation of some products and services to which the amendment to the TFC applies.

### Para. 31. INTEREST AND INTEREST RATE TABLE

1. Funds accumulated in the Account (with the exception of the Regular Saver Account), the overdraft within the framework of the Limit referred to in para. 27 and the overdraft within the framework of the Secured Limit referred to in para. 28 shall bear interest at a variable interest rate.
2. The Bank may set forth in the Interest Rate Table the amount of funds accumulated in Accounts above which they shall bear or shall not bear interest.
3. Interest in the Account shall be accrued for the actual number of days in the amount:
  - a) of 1/365th of annual interest (also during leap years) for Accounts in PLN or in sterling (GBP);
  - b) of 1/360th of annual interest (also during leap years) for Accounts in US dollars (USD), euro (EUR) or Swiss francs (CHF); for each day, beginning on the deposit date, where this is a Business Day, or on the next Business Day, until the day preceding the withdrawal, and shall be added to the Account monthly at the end of each calendar month, subject to the provisions of subparas. 11 and 13 below.
4. For Deposits opened for periods shorter than one year, the actual number of days in a month shall be deemed to constitute one month.
5. Interest on a Deposit shall be accrued in the amount:
  - a) of 1/365th of annual interest (also during leap years) for Deposits in PLN or in sterling (GBP);
  - b) of 1/360th of annual interest (also during leap years) for Deposits in US dollars (USD), euro (EUR) or Swiss francs (CHF); for each day from the deposit date until the penultimate day of the Agreement Term; on the last day of the Agreement Term, interest shall be added to the balance of the Deposit or the Personal Account unless the terms and conditions of the Deposit stipulate otherwise.
6. The interest rate on Deposits shall be determined according to the fixed interest rate in force at the Bank on the first day of the Agreement Term.
7. For the SuperSavings Account, interest shall not be accrued for the month during which the Customer effects any transactions debited to the SuperSavings Account.
8. A fixed interest rate shall not change during the Agreement Term of a Deposit.
9. A variable interest rate may be changed by the Bank where at least one of the following parameters changes:
  - a) the WIBOR, LIBOR or EURIBOR;
  - b) the required reserve rate;
  - c) the level of interest rates set by the Monetary Policy Council and the National Bank of Poland;
  - d) interest rates in the domestic money market;
  - e) the level of consumer price inflation;
  - f) the yield of Treasury bills issued by the Minister of Finance;
  - g) the yield of money market bills issued by the National Bank of Poland.

Points b), c), d) and e) of the above provisions shall also apply to the overdraft granted within the Limit referred to in para. 27 subject to para 27, subpara. 11 and points a), b), c) and f) shall apply to the overdraft granted within the Secured Limit referred to in para. 28.

10. Interest rates and changes thereof shall be published in the current Interest Rate Table, which shall be available via CitiPhone, at Bank Branches and via Citibank Online (with the exception of Citi Mobile). New interest rates shall apply as of the date of their introduction which shall be set forth in the Interest Rate Table. A change in interest rates shall not constitute an amendment to the Agreement and shall not require giving a notice of its termination.
11. The funds accumulated in the Regular Saver Account shall bear interest according to the following factors:
  - a) baseline interest, which shall be calculated monthly and added to the Regular Saver Account balance once a month, at the end of each calendar month;
  - b) bonus interest, which shall be accrued for the month during which minimum deposit amount conditions are fulfilled in accordance with the Interest Rate Table and conditions concerning the maintenance, on each day of a month, of balance of the baseline amount and the amount transferred to the Personal Account are fulfilled on the first Business Day following the expiration of the Maintenance Period of the Regular Saver Account.
12. Where a Regular Saver Account is terminated before the expiration of the Maintenance Period, no bonus interest shall be paid.
13. Interest on the Regular Saver Account shall be accrued in the amount:
  - a) of 1/365th of annual interest (also during leap years) for Regular Saver Accounts in PLN or in sterling (GBP);
  - b) of 1/360th of annual interest (also during leap years) for Regular Saver Accounts in US dollars (USD), euro (EUR) or Swiss francs (CHF) for each day from the deposit date.
14. The interest rate on Regular Saver Accounts shall be determined according to the fixed interest rate in force at the Bank on the day of opening of the Regular Saver Account.

### Para. 32. PROCEDURE IN CASE OF CUSTOMER'S DEATH

1. In the event of the Customer's death, the Agreement shall expire upon the Customer's death subject to the cases stipulated in para. 4, subparas. 11 and 12 and para. 5, subpara. 3.
2. Within the limits stipulated by the Banking Act, the Customer may submit an instruction concerning the funds accumulated in the Account in the event of his or her death ("Instruction"). A written Instruction may be submitted for the benefit of one or more persons indicated by the Customer: the spouse, ascendants, descendants or siblings. The Instruction may be amended or revoked in writing by the Customer at any time. The Instruction cannot be submitted where the Account has more than one holder.
3. The persons indicated in the Instruction who are referred to in subpara. 2 shall be entitled to withdraw the amounts allocated to them without the need to conduct inheritance proceedings, after the submission of the Customer's abbreviated death certificate and/or other documents required pursuant to applicable laws.
4. Where there is no Instruction, the funds accumulated in the Account shall be disbursed to heirs after original documents confirming their right to inheritance have been submitted and verified by the Bank.
5. In the event of the Customer's death, the Bank shall perform the following operations using the funds accumulated in the Account pursuant to applicable laws:
  - a) execute the Customer's Instruction;
  - b) reimburse the expenses incurred with respect to the Customer's funeral;
  - c) disburse the amounts due to the institutions which made deposits in the Account arising from insurance or social security payments or remuneration received by retired persons following the Customer's death;
  - d) implement court decisions concerning inheritance.
 The provisions of points a) through c) above shall not apply to Accounts maintained for more than one Customer.
6. The amount of expenses incurred with respect to the Customer's funeral, this sum being no greater than the expense of funerals held in accordance with accepted custom in the given community, shall be paid to the person who submits:
  - a) the Customer's abbreviated death certificate;
  - b) bills stating the amount of the expenses incurred, made out to the person requesting the payment.

### Para. 33. COMPLAINTS

1. All Customer complaints concerning the Account, CitiPhone, Bank Branches, CitiAlerts and Citibank Online as well as other products and services offered by the Bank shall be accepted by mail, on the phone, electronically and at Bank Branches. Valid addresses, telephone numbers, fax numbers and e-mail boxes to which a Customer may submit a complaint shall be available on the website of the Bank: [www.citihandlowy.pl](http://www.citihandlowy.pl).
2. The Bank is supervised by the Polish Financial Supervision Authority (banking supervision body). Any complaints regarding discrepancies in the balance of funds in the Account shall be submitted within the time limit stipulated in para. 25, subpara. 9.
3. The Bank shall handle complaints without undue delay after they are received and shall provide response to the Customer.
4. The Bank shall respond to the complaints submitted using one or more of the following communication channels: by phone, electronically (including via Citibank Online, with the exception of Citi Mobile), in writing by sending a reply to the last correspondence address indicated by the Customer or in the form of a text message sent to the cell phone number or e-mail address indicated by the Customer. The Customer undertakes to ensure secure access to the e-mail address indicated to the Bank.

### Para. 34. BANK GUARANTEE FUND

1. Pursuant to the Act on the Bank Guarantee Fund of 14 December 1994 ("BGF Act"), the Bank is an undertaking covered by the mandatory guarantee scheme for the amounts accumulated in bank accounts or arising from claims confirmed by documents issued by the Bank in accordance with the following principles:
  - a) the purpose of the mandatory fund guarantee scheme is ensuring that guaranteed amounts are paid out to depositors up to the amount set forth in the BGF Act should these amounts become unavailable;
  - b) BGF guarantees cover funds accumulated at the Bank by the depositor in accounts registered under his or her name and the amounts due to the depositor arising from other banking activities, in the Polish currency or in foreign currencies, as at the date on which the Bank's operations are suspended, confirmed by documents bearing the depositor's name issued by the Bank, plus the interest due accrued until the date on which the condition triggering the guarantee is met - up to the amount set forth in the Act as well as the amounts referred to in Article 55, para. 1 and Article 56, para. 1 of the Banking Act, provided that they have become due before the date on which the Bank's operations are suspended - up to the amount set forth in the Act, excluding securities other than those concerning solely claims to money and funds with regard to which a valid court judgment stating that they derive from the crime referred to in Article 299 of the Penal Code has been passed;
  - c) BGF guarantees do not cover deposits (claims on the Bank) arising from the following:

- banking activities not confirmed by documents bearing the depositor's name issued by the Bank;
- activities other than banking activities.

Claims on an undertaking that is not covered by the guarantee scheme shall not be covered by BGF guarantees where the Bank performs an intermediary role in concluding an agreement with this undertaking;

- d) maximum guaranteed amount - in the case of the Bank's bankruptcy, BGF shall pay out guaranteed funds up to the statutory limits; currently, the entire amount of deposits up to the PLN equivalent of EUR 100,000 is guaranteed irrespective of the currency in which the deposit is denominated; guaranteed funds shall be disbursed in PLN following the conversion of foreign currency deposits at the NBP exchange rate as at the bankruptcy date;
  - e) the portion of deposits not covered by BGF guarantees (above EUR 100,000) shall be the depositor's claim on the Bank's bankruptcy estate and may be recovered as a result of the distribution of the assets of the bankrupt Bank during bankruptcy proceedings. Where the bankrupt Bank is acquired by another bank, the new owner shall assume its liabilities to customers;
  - f) depositors who may be considered eligible to receive a monetary performance pursuant to the BGF Act include individuals, legal persons and unincorporated organizational units provided they have legal capacity, which are parties to an agreement concerning a bank account registered in their name or have claims on the Bank arising from banking activities, which are confirmed by documents bearing their name issued by the Bank;
  - g) the following claims are not covered by BGF guarantees: claims of the State Treasury and financial institutions such as domestic and foreign banks and credit institutions, brokerage houses, pension funds, investment funds, undertakings that provide insurance services, organizational units which are not permitted to draw up simplified balance sheets and profit and loss accounts pursuant to the Accounting Act except for regional government authorities, Bank management and its major shareholders (who hold at least 5% of Bank shares).
2. As a public company, the Bank is obliged to publish quarterly financial statements, which are made publicly available by the Polish Financial Supervision Authority as well as being available on the [www.citihandlowy.pl](http://www.citihandlowy.pl) website.

### Para. 35. MISCELLANEOUS PROVISIONS

1. To the extent allowed by applicable laws, the Bank may offset its claims on the Customer arising from the Agreement, TFC, Interest Rate Table or other agreements concluded by the Customer with the Bank – against the Customer's claims on the Bank.
2. A Customer shall be obliged to provide correct and complete data required to ensure due performance of an instruction or order by the Bank.
3. The Customer shall notify the Bank of any changes to the Personal Data submitted to the Bank. Any changes to Personal Data shall be immediately notified at a Branch, via CitiPhone or via Citibank Online (with the exception of Citi Mobile) within the scope allowed for these services.
4. The Customer shall immediately notify the Bank where he or she files a petition for bankruptcy or a decision is issued concerning the Customer being declared bankrupt.
5. The Bank reserves the right to refuse to use a post box address as a correspondence address.
6. The Bank reserves the right to communicate with the Customer by phone.
7. All phone conversations with Bank representatives may be recorded using electromagnetic media and may be used as evidence.
8. The Bank reserves the right to contact the Customer by phone, text message, e-mail or electronic message available within the framework of Citibank Online, in particular with respect to problems arising in connection with executing the Customer's instruction, security issues concerning the Customer's funds or the handling of complaints.
9. The Customer shall verify the balance of funds in his or her Account and where discrepancies are found, he or she shall notify the Bank immediately via CitiPhone or at Bank Branches.
10. The Customer shall inform the Bank that he or she receives a retirement or disability pension from abroad on the date on which the first transfer related to such a pension is received at the latest.
11. The Bank shall restrict access to funds accumulated in the Account where:
  - a) the amount deposited in cash must be officially counted;
  - b) the Bank has reasonable grounds for suspecting that the Account is being used in order to conceal criminal activities or activities related to a crime which has been committed;
  - c) the Account is used by an unauthorized person;
  - d) the Bank has reasonable grounds for suspecting that there is a threat that any information subject to bank secrecy may be disclosed to a third party;
  - e) the Customer is in a serious breach of his or her other significant obligations to the Bank;
  - f) transactions conducted using a Citicard or Citibank Mobile Payments have already been accepted but have not been posted yet;
  - g) this is required by applicable laws.

In such cases, the Bank will immediately attempt to contact the Customer.  
Where the Customer does not settle his or her liabilities to the Bank in a timely manner, the Bank may restrict the Customer's access to the corresponding amount of funds accumulated in the Account.
12. In order to ensure the security of funds in the Personal Account or Savings Account, the Bank reserves the right to refuse to execute any of the Customer's instructions where no transactions have been recorded concerning the Account for 360 subsequent days, with the exception of the Bank adding the interest accrued to the amount of funds in the Account or the debiting of fees and commissions. The Bank shall enable access to the Personal Account or Savings Account and the execution of transactions after the Customer's identity has been verified at Bank Branches or via CitiPhone.
13. The Bank reserves the right to restrict the Customer's ability to dispose of the assets accumulated at the Bank through:
  - a) suspending transactions;
  - b) blocking the account;
  - c) freezing the Customer's assets in cases provided for by applicable laws, according to the procedure and rules set forth in the Prevention of Money Laundering and Terrorism Financing Act (consolidated text: Journal of Laws [Dz.U.] of 2003 No. 153 item 1505 as amended) and in the Banking Act.
14. The funds to which access has been restricted pursuant to subparas. 11 and 12 above shall bear interest pursuant to para. 31.
15. For security reasons, the Bank may establish daily transaction limits, in particular concerning:
  - a) transactions via Citibank Online;
  - b) ATM transactions;

- c) online transactions without the Citibank Debit Card being physically present, provided that the Citibank Debit Card issued offers such functionality;
  - d) non-cash transactions effected with Merchants;
  - e) Contactless Transactions, provided that the Citicard issued offers such functionality.
- Daily transaction limits are set forth in the TFC. In justified cases, regardless of the transaction limits set forth in the TFC, the Bank reserves the right to change daily transaction limits on an individual basis. The Bank may also change daily transaction limits upon the Customer's request in justified cases, provided, however that in the case of increase the transaction limit must not exceed the limit specified in the TFC.
16. The Bank shall collect the taxes and other public tributes due pursuant to applicable laws.
  17. The Customer is obliged not to submit any illegal content to the Bank via CitiPhone or Citibank Online.
  18. Deposits and other amounts due from the Bank in any currency shall be payable exclusively at the Bank in the territory of the Republic of Poland and the obligations arising from the Agreement or other agreements concluded by the Bank and the Customer which contain references to the Terms and Conditions shall be subject to Polish law (including Civil Code, Banking Act and Foreign Exchange Act provisions).
  19. The Bank shall be authorized to amend the Terms and Conditions unilaterally for important reasons only, in the following cases:
    - a) where the laws regulating the Bank's operations have been amended or new laws have been introduced or the interpretation of said laws by competent authorities has changed;
    - b) where the scope or form of the services offered to the Customer under the Agreement concluded with the Customer have changed or new services have been introduced;
    - c) when adapting to modifications introduced to the Bank's IT systems if such modifications affect the provision of services or products offered by the Bank.
  20. The Bank shall inform the Customer of any amendments to the Terms and Conditions before such amendments become effective. The Bank shall send the full text of the amended Terms and Conditions before the date on which the amendments become effective to the last correspondence address indicated by the Customer. The amendments shall be binding for the Customer from their effective date determined by the Bank (but not before the delivery date), unless the Customer gives notice of termination of the Agreement within 30 days of the date on which amendments to the Terms and Conditions become effective. Where the Customer gives notice of termination of the Agreement as a result of amendments to the Terms and Conditions, the Agreement shall terminate 30 days after the date of delivery of the notification concerning the amendments. The Terms and Conditions hitherto in force shall apply to a Customer who has given notice of termination of the Agreement. The Bank may send a notification concerning amendments to the Terms and Conditions together with a Personal Account or Savings Account statement. For Customers who have concluded a Deposit Product Agreement, all notifications concerning amendments to the Terms and Conditions (including those to the TFC) may be delivered to the Customer by sending in good time, in accordance with the above provisions, a notification to the e-mail address indicated by the Customer. For Customers who have not indicated their e-mail address to the Bank, the notification shall be sent by mail to the last correspondence address indicated by the Customer. Where the Customer does not accept the amendments, the Customer shall have the right to terminate the Agreement with 30 days' notice within 30 days of the date on which the amendments become effective or to deactivate the amended product or service within the same period.
  21. Whenever the Terms and Conditions refer to communication between the Bank and the Customer using the correspondence address or e-mail address, this shall be construed as the last correspondence address or e-mail address indicated to the Bank by the Customer.
  22. Whenever these Terms and Conditions refer to important reasons as the cause for terminating the Agreement or deactivating individual products, this shall be construed as any situation in which the Bank cannot be reasonably and objectively expected to remain in the contractual relationship in question with the Customer.
  23. Any disputes arising in connection with the performance of the Agreement or any other agreement to which the Terms and Conditions apply, which have not been resolved by mutual agreement of the parties, shall be resolved by the Polish common court of competent jurisdiction and proper venue.
  24. If any provision of these Terms and Conditions is declared illegal or non-binding, the validity of the remaining provisions of the Terms and Conditions shall not be affected thereby.
  25. In matters not regulated by the Agreement or another agreement which contains references to the Terms and Conditions, the Terms and Conditions and other provisions of laws applicable in the territory of the Republic of Poland, in particular the Banking Act, the Civil Code and regulations concerning foreign exchange transactions shall apply.
  26. Where the provisions of the Terms and Conditions are incompatible with the Agreement or another agreement to which the Terms and Conditions apply, the parties shall be bound by the provisions of the relevant agreement.
  27. The Terms and Conditions have been issued by the Bank pursuant to Article 109 of the Banking Act and shall be binding for the Bank and the Customer pursuant to the principles stipulated in Article 384, para. 1 of the Civil Code in the wording in force as at the date on which these Terms and Conditions become effective.
  28. If any Agreement uses the "current account" term, this shall be construed as a specific Account type or a Foreign Currency Sub-Account within the framework of a Personal Account, depending on the context. Where any Agreement refers to a paragraph of the Terms and Conditions that does not exist or whose number has changed, the provisions of the Terms and Conditions that are closest in their meaning to the provisions deleted or modified shall be applicable.
  29. These Terms and Conditions shall become effective as of 22 August 2011.

The English version of the Terms and Conditions is for information purposes only. In the event of any discrepancies between the Polish and English language versions, the Polish language version shall govern and control.