Bank Account Terms and Conditions

These Bank Account Terms and Conditions ("Terms and Conditions") define the provision of services and products specified in the Terms and Conditions by Bank Handlowy w Warszawie S.A. with the registered office in Warsaw, ul. Senatorska 16, 00-923 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Department of the National Court Register, under no. KRS 0000001538; NIP 526-030-02-91; with fully paid-up share capital amounting to PLN 522,638,400. Bank Handlowy w Warszawie S.A. is subject to supervision of the Polish Financial Supervision Authority. E-mail address: listybh@citi.com; the list of addresses of Branches where the activity is conducted is available at www.citihandlowy.pl and at CitiPhone telephone banking service.

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SECTION I. DEFINITIONS

§ 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;
2) Bank – Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
3) Cash Back – a cash withdrawal using a Citicard offering such functionality with selected Merchants who offer this service, effected immediately following a non-cash transaction using the same card;
4) Citialerts – a service used to deliver to Customers short text messages (SMSs) and/or electronic mail messages (e-mails) relating to services indicated in the Terms and Conditions;
5) Citibank Global Transfer or CGT – a service which allows the Customer to file a Payment Instruction for a transfer of funds into a bank account;
account of a Recipient indicated by the Customer, maintained by any branch of any bank being part of the capital group Citigroup Inc. and offering that service; the current list of countries where branches of banks belonging to the capital group Citigroup Inc. perform bank account transfers under the GCT service is available at the Bank’s website (www.citibank.pl), in Branches and at CitiPhone;  
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) Citocard – a 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) CVV2 – 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) 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;  
15) E-PIN – Identification Code enabling readout of the Online Statement, sent to the Primary Electronic Mail Address indicated by the Customer;  
16) Fotokasa – a tool available under the Citi Mobile application, enabling readout of information from the 2D code with the mobile phone camera and thus allowing to make transfers with the Citi Mobile application; the minimum requirements for the camera are resolution of 3.2 mpix and autofocus function;  
17) Primary Electronic Mail Address or Primary E-Mail Address – the electronic mail address indicated by the Customer for the purpose of contact with the Bank with relation to performance of the Agreement;  
18) Primary Mobile Telephone Number or Primary Mobile Phone – telephone number indicated by the Customer for the purpose of contact with the Bank, used for performance of additional services on the basis of the Agreement;  
19) Payment Instrument – an customized device or a set of procedures, used by the Customer to file a Payment Instruction, especially Citicard, Citibank Online, CitiPhone;  
20) 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;  
21) 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 Branches. An Identification Card is not a 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;  
22) 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, hereinafter referred to as “the Customer”. A Consumer who has concluded an Agreement with the Bank and who has full capacity to enter into legal transactions, subject to § 5 of the Terms and Conditions;  
23) Authorization Code – a single-use code used for the authorization of a Customer’s Payment Instruction submitted via Citibank Online and to confirm the setting up of a new Recipient in Citibank Online;  
24) Identification Code – confidential identification codes: Identification Card PIN, Citibank Debit Card PIN, Citiphone 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;  
25) Account – a Personal Account or Savings Account;  
26) 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;  
27) 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;  
28) Konto Regularnie Oszczędzające [Regular Saver Account] – an interest-bearing long-term savings plan account or set of long-term savings plans accounts, 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 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;  
29) 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;  
30) Contactless Module – an electronic device embedded in certain Citicard types, which communicates with the contactless reader and makes it possible to effect Contactless Transactions;  
31) Non-Resident – an individual who is 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;  
32) 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;
SECTİON II.

DEPOSIT PRODUCT AGREEMENT

§ 2. DEPOSIT PRODUCT AGREEMENT

1. The Customer and the Bank may conclude one individual 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.
The Bank shall have the right to terminate the Agreement with two-month notice for important reasons in the following cases:

1. Pursuant to the Deposit Product Agreement, the Customer may terminate the Agreement by submitting an Agreement termination instruction:
   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 date of 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, 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 (with the exception of Citibank Online);
   e) all 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 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 – after the Bank verifies the documents signed by the Customer, by SMS and/or e-mail sent to a Primary Mobile Telephone Number and/or Primary Electronic 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 one-month 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 with two-month 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;
Moreover, the Joint Deposit Product Agreement shall supersede the provisions of agreements other than those concerning Account 21. The Customer may within 10 days from the activation date deactivate with immediate effect a product or service activated pursuant 20. For important reasons stipulated in subpara. 17 above, the Bank may deactivate individual services included in the Deposit Product 18. The Deposit Product Agreement shall expire on the Customer’s death. In this case, the provisions of § 4 of the Terms and Conditions 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 24. The Bank shall make a representation concerning the notice of termination of the Deposit Product Agreement or the deactivation of 23. With respect to the consequences of the deactivation indicated in the subparas. above, the provisions of the Terms and Conditions concerning the 25. A Deposit Product Agreement may be concluded as a joint agreement between the Bank and two, three or four Joint Holders (“Joint 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 1 month 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. 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 Cicitard, 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 Cicitard 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 Account opened pursuant to this Agreement. The provisions of § 5 of the Terms and Conditions shall be applicable to the instructions submitted by a Minor.
§ 3. ACCOUNT HOLDER

1. An Account may be maintained for one Customer pursuant to an individual Agreement. Subject to § 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 § 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.

§ 4. JOINT ACCOUNT HOLDERS

1. An 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 are deflected 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 and to revoke a notice of termination of the Agreement, 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 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 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 one-month 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 § 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.

§ 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 of the Bank 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.

§ 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 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 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 Branches or effect transactions using the Citicard, 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 Branch, via CitiPhone or delivered to Bank in writing, provided that such written notice is signed in conformity with the specimen signature deposited with 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.
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.
6. Provisions of the Agreement and of the Terms and Conditions referring to the rights and obligations of the Customer regarding payment services provided by the Bank to the Customer are applied accordingly to the appointed Attorney, taking into account the scope of power of attorney granted.

B. BANK ACCOUNT TYPES
§ 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 its conclusion 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 open an Account in CitiPhone or Citibank Online (with the exception of Citi Mobile). An Agreement may only be concluded to a Personal Account type by a 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 change instruction is submitted.
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.

§ 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 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 Personal 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 Personal Account type change.
6. The Personal Account type shall be changed to a Personal Account type currently offered by the Bank, which shall be indicated by the Bank in the notification sent to the Customer.
7. Where the Customer 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.

§ 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. 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 of the Regular Saver Account are set forth in the Interest Rate Table.
11. 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.

§ 10. DEPOSIT ACCOUNT

1. The Customer may submit an instruction to the Bank for a Deposit to be opened using the funds available in the Personal Account. When 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

§ 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) withdrawal or cash withdrawal at an indicated 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;

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. The withdrawal or standing order is executed, the provision of § 31, subpara. 8 shall not apply. Such monetary settlements may not be performed at ATMs.

4. 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 § 31, subpara. 8 shall not apply. Such monetary settlements may not be performed at ATMs.

5. The Bank may agree with the Customer other forms in which instructions, including Payment Instructions, will be accepted.

6. In order to ensure the security of funds accumulated in the Account, the Bank may introduce security procedures with respect to each form in which Payment Instructions are submitted by Customers. In particular, the Bank may require telephone confirmation of Payment Instructions submitted by the Customer via CitiPhone, provided that the Customer was informed of that requirement during the time of submitting the Payment Instruction. In order to obtain the confirmation, the Bank forthwith contacts the Customer at the phone number indicated for contact by the Customer. The Payment Instruction is deemed as received by the Bank upon receipt of the above described confirmation by the Customer.

7. The Bank executes the Payment Instruction if there are enough funds in the Account to execute the Payment Instruction and to cover the fee or commission due to the Bank for the execution of Payment Instruction, and in addition, with respect to a Payment Instruction regarding a transfer order, if:
   a) the Customer has provided the Bank with the correct Unique Identifier required to execute the Payment Instruction, and
   b) the Customer has provided the Bank with all the required by law information required to execute the Payment Instruction, and
   c) the Payment Instruction is not tied to countries or entities covered by international sanctions or embargoes, in particular imposed by the EU, the USA or the UN.

8. The Bank executes the Payment Instructions, with the exception of direct debit and instructions executed with the use of Citicard, on the basis of the Unique Identifier provided by the Customer.

9. The detailed scope of information that the Customer should provide in order for the Payment Instruction to be executed by the Bank is defined in the Rules for Submission of Payment Instructions, enclosed as an appendix to these Terms and Conditions.

10. The Bank is entitled to refuse the execution of the Payment Instruction submitted by the Customer in case where the Customer failed to fulfill conditions set forth in the Agreement and the Terms and Conditions, or where the possibility or obligation to refuse stems from separate provisions of the law.

11. In case of refusal to execute the Payment Instruction the Bank shall inform the Customer of the refusal at the earliest time possible – at the Branch, via CitiPhone, via Citibank Online, through the Recipient or with the use of electronic communication means – and, if this is possible, also of the reasons for the refusal and the procedure for correcting errors which led to the refusal unless such notification is inadmissible under separate regulations.
12. 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.

13. Where funds in the Account are insufficient to execute all of the Customer’s Payment Instructions that are to be executed on the day specified by the Customer, the Bank shall first execute standing orders or Payment Instruction with a future date for repayment of a loan granted by the Bank. The remaining Payment Instructions shall be executed by the Bank in the order of their submission.

14. The Bank commences the execution of the Customer’s Payment Instruction at the time of its receipt (the moment of Instruction receipt), taking into account the following:
a) the Bank and the Customer may agree that execution of the Payment Instruction commences:
   i) on a specified day,
   ii) at the end of a specified period,
   iii) on the day when the Customer provided the Bank with funds for the execution of the Payment Instruction;
b) in case where the Payment Instruction was received by the Bank:
   i) on a day which is not a Business Day, or
   ii) on a Business Day, but after the Cut-Off Hours specified in the Cut-Off Hours List, the Customer’s Payment Instruction is treated as received by the Bank on the first Business Day following that day.

15. All Payment Instructions authorized by the Customer and submitted to the Bank are deemed confirmed by the Customer and passed to the Bank for execution in a valid and effective manner. The Customer may not revoke or change a Payment Instruction from the moment it is received by the Bank. Revocation of a Payment Instruction received by the Bank is possible only upon the Bank’s approval and on the basis of a separate statement of the Customer.

16. In the case of execution of Payment Instructions from the Account, or deposits into the Account made in a currency other than currency of the Account, all currency conversions are made with the exchange rates of the Bank valid at the time the Bank received the Payment Instruction. The exchange rate is established on the basis of average exchange rates of the interbank market (average rate). The average rate is increased by the Bank’s margin. Due to the variability of the average rate, which is independent of the Bank, changes of the exchange rate tables applied at the Bank are made without prior notification.

17. The current exchange rates applied at the Bank are stated in the Exchange Rates Table which is made available to Bank Customers in the form of paper publications at the Branches, via Citibank Online and via CitiPhone. Information of the applied exchange rates are presented by the Bank in the transaction description provided on the statement.

18. The Payment Instruction may be executed in currencies defined by the Bank. The list of currencies in which the Payment Instruction may be executed is made available to Bank Customers at the Branches, via Citibank Online and via CitiPhone.

19. The Bank, executing a Payment Instruction submitted by or on behalf of the Customer in a currency of a country which is a member of the European Economic Area, to a Recipient whose payment services provider is located in the European Economic Area, assures that the account of that provider is credited with the amount of the transaction not later than:
a) by the end of the Business Day following the receipt of the Payment Instruction by the Bank if the payment transaction:
   i) is made in Polish zloty or in Euro and to a bank account of a payment services provider located in the Republic of Poland,
   ii) is made in Euro and to a bank account of a payment services provider located in another Member State,
   iii) involves not more than one currency conversion between the Euro and a currency of a Member Country from outside the Euro Area, provided that the required currency conversion is made in the given Member Country from outside the Euro Area, and in the case of cross-border transactions, provided that the cross-border transfer is made in Euro;
b) by the end of the fourth Business Day following the receipt of the Payment Instruction by the Bank in the remaining cases. These deadlines may be extended by another Business Day with respect to payment transactions initiated in paper form.

§ 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 or on the Bank’s website: www.citihandlowy.pl);
c) in cash at Branches indicated by the Bank (the list of Branches is available via CitiPhone or on the Bank’s website: www.citihandlowy.pl);
d) at the Bank’s ATMs with deposit functionality, 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, on the Bank’s website (www.citihandlowy.pl) and via 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 according to the instructions on the cash deposit machine or the ATM having this functionality in question. The provisions of § 20 and § 21 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 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 § 5 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 in ATMs or cash deposit machines are set forth in the TFC.

7. A payment transaction, covered by a Payment Instruction regarding a cash deposit, is deemed authorized if:
a) it was confirmed by the Citibank Debit Card PIN, or
b) in the case of a deposit made at the Branch, was confirmed with the Customer’s signature, or
c) in the case of device where transactions are initiated with a bank card, the transaction is authorized by the physical placement of the Citibank Debit Card in the machine.
8. The Bank reserves the right to receive deposits in indicated Branches in foreign currencies in which cash services are provided at the given Branch. The list of Branches together with their location and information of currencies in which cash services are provided is available at the Branches, at the Bank’s website (www.citihandlowy.pl) and via CitiPhone.

§ 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 Citicard – Cash Back and other cash withdrawals effected with Merchants.

2. The Bank reserves the right to effect withdrawals at indicated 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 § 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 Branches shall be available to the Customer at Branches or via CitiPhone.

6. A payment transaction of cash withdrawal, covered by a Payment Instruction, is deemed authorized, if it was confirmed by the Citicard PIN or the Identification Card PIN or the Customer’s signature.

§ 14. TRANSFER ORDER

1. The Customer, subject to subpara. 2 and 5 below, 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 Recipient via CitiPhone or Citibank Online or at a Branch;
   c) at Branches indicated by the Bank; on the Bank’s website (www.citihandlowy.pl);
   d) at multi-function ATMs indicated by the Bank (except for future-dated transfers; transfers executed at ATMs may only be effected when prior definition of the Recipient is made, via CitiPhone or at a Branch).

2. The Customer may order the Bank to execute CGT at the Branches and via CitiPhone.

3. During the execution of a Payment Instruction under the CGT service from the Customer’s account into the account of the Recipient maintained in a currency other than the Payment Instruction currency, the Recipient’s account shall be credited with an amount converted according to the exchange rate applied by the Payment Organization performing the settlements under the service.

4. The CGT are executed instantly, and the Recipient’s account is credited with the amount of transferred funds at the time of submission of the Payment Instruction covering the CGT Transfer instruction. The possibility of executing a CGT depends on the technical readiness of the Recipient’s bank to accept a transfer under that service. The Bank informs the Customer of the possibility to execute a transfer under the CGT service before accepting a Payment Instruction covering the CGT Instruction.

5. B2T Transfers may be ordered by the Customer at the Bank solely with the use of Citi Mobile application.

6. Where a standing Payment Instruction or a future Payment Instruction is established, modified or cancelled, the Customer shall notify the Bank of this fact at least one Business Day before the payment instruction execution date. The Payment Instruction shall be executed provided that sufficient funds are present in the Account one Business Day before the date set for Payment Instruction execution.

7. The Bank deems the Customer authorized the execution of a Payment Instruction regarding a transfer order, including a transfer with a future date or a direct debit, in accordance with the submitted Payment Instruction if that Payment Instruction was submitted by the Customer:
   a) in person at the Branch, following verification of the Customer’s identity with the Citibank Debit Card or the Identification Card and the Citibank Debit Card PIN or the Identification Card PIN, respectively, or with an identification document and subsequently confirmed with the Customer’s signature;
   b) at an ATM following confirmation of the Customer’s identity with the Citibank Debit Card PIN;
   c) via CitiPhone according to the authorization rules for Payment Instructions submitted with the use of that Payment Instrument;
   d) via Citibank Online according to the authorization rules for Payment Instructions submitted with the use of that Payment Instrument.

8. If the Customer sets up a standing Payment Instruction, it is deemed that the Customer’s approval covers all future transactions made on the basis of the Payment Instruction.

9. The minimum amount of a Payment Instruction regarding a transfer order 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.

10. The Bank informs that with respect to international money transfers executed via SWIFT, the U.S. government administration may have access to personal data. 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.

§ 15. DIRECT DEBIT

1. The Bank effects the direct debit service, which involves charging the Customer’s Personal Account with a defined amount in PLN due to a payment transaction initiated by the Recipient and made on the basis of an authorization given by the Customer.

2. The Bank executes a Payment Instruction involving a direct debit under the following conditions:
   a) the Customer provided the information set forth in the Rules for Submission of Payment Instructions and
   b) the Bank has the Customer’s approval to debit his Personal Account under the direct debit service.

3. The Customer may grant the approval for debiting his Personal Account under the direct debit service:
   a) to the Bank – at the Branch, by placing his signature on an authorization form to debit the Account, via Citiphone or Citibank Online according to rules for authorization of Payment Instructions submitted with the use of these Payment Instruments;
   b) to the Recipient’s service provider or to the Recipient – by placing the Customer’s signature on the authorization form to debit his Account.

4. The direct debit shall be executed by the Bank provided that sufficient funds are present in the Personal Account one Business Day before the date set for Payment Instruction execution.

5. The giving of approval is equivalent with the authorization of all subsequent Payment Instructions executed under the direct debit service, until the withdrawal of said authorization by the Customer or until the lapse of the authorization’s validity date if it was granted for a defined time period.

6. The rules regarding the manner and form for granting authorization apply until its withdrawal.

7. In the case of a direct debit, the Customer may cancel a Payment Instruction not later than by the end of a Business Day preceding the date, agreed with the Bank, on which his Account is charged.
§ 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.

§ 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 on the Bank’s website www.citihandlowy.pl, at a Branch and 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. A payment transaction by a Payment Instruction for the “Emergency Cash” is deemed authorized if it was confirmed by the Customer’s signature on the application form, following a verification of the Customer’s identity performed during a recorded telephone conversation with the Bank.
7. 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.
8. 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.
9. 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.

§ 18. “CORRESPONDENCE COLLECT AT BRANCH” SERVICE
1. The “Correspondence Collect at Branch” service shall enable Customers to collected correspondence connected with performance of the Agreement at a Branch.
2. The “Correspondence Collect at Branch” service in Branches indicated by the Bank may be used by Customers to whom the Bank makes this service available pursuant to the TFC.
3. The “Correspondence Collect at Branch” service shall be subject to a monthly fee in accordance with the applicable TFC.

§ 19 FOREIGN CURRENCY INSTRUCTION
1. A foreign currency instruction means a Customer’s instruction for a transaction of spot sale or purchase of an amount of foreign currency indicated by the Customer, at an exchange rate selected by the Customer.
2. The foreign currency instruction can apply to the following currency pairs: USDPLN, EURPLN, EURUSD, GBPPLN, CHFPLN.
3. The foreign currency instruction can be submitted for a defined or unspecified time period. If the exchange rate indicated by the Customer is not obtained, the foreign currency instruction submitted for a defined time period expires upon the lapse of period for which it had been submitted. A foreign currency instruction submitted for an unspecified time period expires at the time the Bank receives the Customer’s statement on revocation of that Instruction.
4. The Customer may submit or revoke a foreign currency instruction at a Branch, via CitiPhone and Citibank Online. The Customer may cancel or amend the contents of a foreign currency instruction at any time, but not later than before its execution by the Bank.
5. The foreign currency instruction shall be executed provided that the Currency Account or Sub-Account indicated by the Customer contains funds sufficient to cover that Instruction at the time it is executed, and provided that the Customer indicated the Currency Account or Sub-Account to be credited with the amount of executed foreign currency instruction. When the Customer submits a foreign currency instruction, the Bank blocks funds in the Customer’s Account, in an amount sufficient to execute the Instruction and to cover the Bank’s margin. Information on the level of the Bank’s margin is available at the Branches, via CitiPhone and Citibank Online.
6. The foreign currency instruction is executed at the time the exchange rate requested by the Customer materializes.
7. The Bank sets the minimum amount of foreign currency instruction. Information on the minimum amount of foreign currency instruction is available at the Branches, via CitiPhone and Citibank Online.
8. The Customer may submit the following foreign currency instructions:
   a) regular currency instruction, executed at the exchange rate defined in the instruction;
   b) currency instruction with a loss limit – meant to minimize the potential loss, is applied when the market situation turns into an unfavourable one for the Customer;
   c) if executed – a combination of foreign currency instructions, under which instruction II is executed if instruction I was executed beforehand;
   d) one cancels the other – a combination of currency instructions – if instruction I is executed, instruction II is automatically cancelled;
   e) if executed, one cancels the other – a combination of three instructions – instruction II is executed if instruction I was executed, and then instruction III is automatically cancelled.

SECTION V.
PAYMENT INSTRUMENTS AND IDENTIFICATION CARD

§ 20. GENERAL RULES
1. The Bank provides the Customer with Payment Instruments under rules set forth in the Agreement and the Terms and Conditions.
2. The Bank has the right to block a Payment Instrument or an Identification Card:
   a) for objectively justified reasons tied to the security of the Payment Instrument or the Identification Card, or
   b) due to suspicion of unauthorized use of the Payment Instrument or the Identification Card, or intentionally causing an unauthorized payment transaction, or
   c) in the case of a Payment Instrument or Identification Card which are linked to a Customer’s credit – due to increased risk of loss of the Customer’s creditworthiness required for the given Payment Instrument or Identification Card if their use is linked to the use of credit extended to the Customer.
1. 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. 14 points a) and b).

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. The Customer is obliged to store the Payment Instrument and the Identification Card with due diligence, to maintain the Identification
Codes secret, not to keep the Identification Code together with the Payment Instrument and the Identification Card and not to make the
Payment Instrument, the Identification Card and the Identification Code available to unauthorized persons.

5. The Customer is obliged to notify the Bank of a loss, theft, appropriation, unauthorized use of or unauthorized access to the Payment
Instrument or the Identification Card. »The Customer should immediately report such circumstances via CitiPhone or at a Bank Branch
in order for the Payment Instrument to be blocked or the Citicard or Identification Card to be cancelled.«

6. The Customer shall be liable for transactions under rules set forth in the applicable provisions of the law, including the Act on Payment
Services.

7. The Customer shall be liable for unauthorized payment transactions, up to the equivalent of EUR 150.00, calculated according to the
average exchange rate published by the National Bank of Poland (NBP) on the day of the transaction if the unauthorized transaction
was the result of:
   a) using a Payment Instrument or Identification Card lost by the Customer or stolen from him, or
   b) appropriation of the Payment Instrument or the Identification Card, or their unauthorized use in consequence of the Customer’s
breach of the obligation which is referred to in § 20 subpara. 4 of the Terms and Conditions.

8. The Customer shall be liable for the full amount of unauthorized payment transactions if he caused them intentionally or due to an
inherent incorrect or grossly negligent breach of at least one of the obligations referred to in § 20 subpara. 4-5 of the Terms and Conditions;
in such cases the limitation of liability referred to in § 20 subpara. 7 of the Terms and Conditions is not applicable.

9. After making the notification pursuant to § 20 subpara. »5 of the Terms and Conditions, the Customer shall not be liable for of unauthorized
payment transactions unless the Customer intentionally led to such transactions.

§ 21. CITICARD 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 Branches, CitiPhone and Citibank Online.

5. The Citibank Debit Card or the Contactless Media shall be issued pursuant to the Citicard Agreement, subject to the provision that the
Contactless Media may be issued only to a Customer who is a holder of Citibank Debit Card.

6. The Citicard Agreement shall be concluded for the validity period of Citicard and where the Bank does not submit a representation that
it does not intend to extend the Citicard Agreement at least 2 months before its term expires, or the Customer does not submit a notice
of termination of the Citicard Agreement at least 1 month before its term expires, the Citicard Agreement shall be deemed to have been
extended for another validity period.

7. The Bank informs the Customer of the Citicard validity period, by indicating it on the Citicard, or provides this information to the Customer
on a permanent information carrier.

8. 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 2 months before the validity of the Citicard currently held expires, subject to subpara. 10 below.

9. 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.

10. 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. 8 above to the old address and the Citicard Agreement shall not be extended.

11. Immediately after receiving a Citicard or Identification Card, the Customer shall activate it, and in the case of the Identification Card or
Citibank Debit Card, sign it in a permanent manner. Citicard or Identification Card may be activated via CitiPhone or at a Branch. For a
Citicard or 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.

12. The Customer has the right to use the Citicard throughout its validity period:
   a) effecting contactless Transactions through Merchants displaying the MasterCard PayPass symbol – in the case of Citicard with the
   Contactless Module;
   b) using other functionalities, whose operating rules and availability are presented at the Bank’s website (www.citihandlowy.pl), via
   CitiPhone and at Branches.

13. 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;

14. 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 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;

15. 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. 14 points a) and b).

16. The Customer may set and change the Citibank 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 of the Bank and their locations shall be available at Branches, on the website (www.citihandlowy.pl) and via Citibank Online and CitiPhone.
35. Where a Citicard is issued to an Attorney, the provisions above shall be duly applicable.

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 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 (except Citi Mobile) or at a Branch.

29. The Bank shall confirm the acceptance of the notification concerning the Citicard or Identification Card in writing where the notification has been made at a Branch or verbally where the notification has been made via CitiPhone.

27. In the case of transactions initiated by the Customer through the Recipient: submitted by the telephone, in writing, via the Internet – the transaction is deemed authorized by stating, depending on the Recipient's requirements: the Identification Code, number and validity date of the Citibank Debit Card, the CVV2 code.

26. The Customer may effect remote transactions using a Citibank Debit Card, without the Citibank Debit Card being physically present, if:
   a) the available funds limit has been exceeded in the Account associated with the Citicard;
   b) below the limit, the transaction is deemed authorized at the moment of providing the Citicard data recorded in the Contactless Module, required to effect the transaction, by bringing the Citicard close to the device enabling readout of data stored in the Contactless Module.

25. In the case of a contactless Transaction:
   a) above the limit, the transaction is deemed authorized if confirmed by the Citicard PIN or the Customer's signature on the charge note, matching the signature on the Citibank Debit Card;
   b) below the limit, the transaction is deemed authorized at the moment of providing the Citicard data recorded in the Contactless Module, required to effect the transaction, by bringing the Citicard close to the device enabling readout of data stored in the Contactless Module.

24. A non-cash transaction effected with the Citicard, covered by a Payment Instruction or Cash Back is deemed authorized if it was confirmed by the Citicard PIN or the Customer's signature on the charge note, matching the signature on the Citibank Debit Card. The Customer, confirming the transaction, agrees for his Account to be charged with the amount of that Transaction, together with fees and commissions specified in the TFC. In the case of device where transactions are initiated with a bank card, the transaction is authorized by the physical placement of the Citibank Debit Card in the machine.

23. 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.

22. The Customer shall have the right to dispose of the funds from the Personal Account using a Citicard up to the balance in the Account associated with the Citicard, taking into account transaction and fee limits stipulated in the TFC and fees, if any, collected by ATM operators.

21. For transactions effected using the Citicard in a currency that is not PLN, the amount of a blockade and the amount of transaction and the amount posted in the Account may be different.

20. Exchange rates applied by the Payment Organization to convert the amounts of transactions effected using the Citicard into the settlement currency are published at the website of the Payment Organization. Website addresses of the Payment Organizations are available at the Bank’s website (www.citibanklowy.pl), at the Branches and via CitiPhone.

19. Transactions effected using the Citicard shall be posted in the Account associated with the Citicard 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 Citicard at the time the transaction is effected or in the account maintained in Polish zloty (PLN) in any other case. Non-cash transactions effected using the Citicard may be posted in the account maintained in Polish zloty (PLN) or the account maintained in euro (EUR).

18. The amounts of transactions effected using a Citicard in foreign currencies shall be converted into the settlement currency at the exchange rate of the Payment Organization which performs transaction settlement and then posted in the Account associated with the Citicard. When the currency of the Account associated with the Citicard 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 the Foreign Currency Sub-Account associated with the Citicard 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 Citicard at the exchange rate listed in the most recent Currency Exchange Rate Table in force on the date on which the transaction is posted. The aforementioned exchange rates shall be available on the Bank’s websites (www.citibanklowy.pl), via CitiPhone or at Branches.

17. The Customer may set and change the Identification Card PIN via CitiPhone or at Branches. The Identification Card PIN may also be changed using Citibank Online (with the exception of Citi Mobile).

16. The Customer shall have the right to dispose of the funds from the Personal Account using a Citicard up to the balance in the Account associated with the Citicard, taking into account transaction and fee limits stipulated in the TFC and fees, if any, collected by ATM operators.

15. In order to use an Identification Card, the Identification Card PIN shall be required.

13. The Customer may set and change the Identification Card PIN via CitiPhone or at Branches. The Identification Card PIN may also be changed using Citibank Online (with the exception of Citi Mobile).

§ 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 linked to Internet, enabling its user to read electronic mail.
2. Citi Mobile is available in two versions:
   a) for browsers – available after entering the following address in the cell phone browser: 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. A Payment Instruction submitted via Citibank Online is deemed authorized by the Customer if the Customer gave his approval for its execution through:
   a) logging onto Citibank Online, provision of information defined in the Rules for Submission of Payment Instructions and confirming the Payment Instruction by selecting the appropriate function button used to deliver the Payment Instruction to the Bank – if the Bank does not require authorization with the appropriate Authorization Code, or
   b) logging onto Citibank Online, provision of information defined in the Rules for Submission of Payment Instructions and confirming the Payment Instruction by selecting the appropriate function button used to deliver the Payment Instruction to the Bank and by entering the appropriate Authorization Code – if the Bank requires authorization with the appropriate Authorization Code, or
   c) in the case of an instruction for a B2T Transfer between accounts maintained at the Bank: logging onto Citibank Online, provision of information defined in the Rules for Submission of Payment Instructions and confirming the Payment Instruction by selecting the appropriate function button used to deliver the Payment Instruction to the Bank and by obtaining the Recipient’s approval to execute the instruction; the detailed description of the process of effecting B2T Transfers and the minimum technical standards required is available at the Bank’s website (www.citibanklowy.pl).
5. The use of Citibank Online by the Customer shall require the use of appropriate hardware and software enabling the Customer to access Citibank Online.
6. 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.
7. The electronic identification of the Customer using Citibank Online shall be performed by entering the correct Identification Code.
8. 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.
9. The amount of fees related to Citibank Online is set forth in the TFC.
10. 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. The Customer gets connected with Citibank Online after re-logging.
11. 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.
12. The Bank may supply computer programs and files which the Bank considers necessary in order to use Citibank Online.
13. Information concerning changes with respect to the scope of services provided within the framework of Citibank Online which do not constitute an amendment to the Agreement, 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.
14. Citibank Online may also be used to take advantage of other services provided by the Bank.
15. 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.

§ 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. A Payment Instruction submitted via CitiPhone is deemed authorized by the Customer if the Customer gave his approval for its execution by providing the number of Citibank Debit Card or the Identification Card and by confirming with the CitiPhone PIN, or only with the CitiPhone PIN in a situation where the Customer has activated the Caller Identification Service.
5. The Bank shall have the right to actively initiate contact with the Customer via CitiPhone.

SECTION VI. COMMUNICATIONS WITH THE BANK
§ 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 Primary Mobile Telephone Number and/or Primary Electronic 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.

§ 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 CitiMobile);
   b) paper-format statements to be received at a Branch of the Bank, subject to § 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 Citibank Konto Direct and/or “Citibank Savings Account/Citibank Supersavings Account” type and has provided a Primary Electronic 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 Primary Electronic Mail Address as attachment to an e-mail message. If Online Statements are to be sent to the Primary Electronic 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. The Bank shall make Online Statements available via Citibank Online, without, or upon the Customer’s consent with notice sent to the Primary Electronic 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 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 last 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 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.
OVERDRAFT

§ 26. 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. 11; 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 and to take debt collection measures with respect to the Customer. The Bank or the entities authorized to act on behalf of 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 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 Customer’s PLN Personal Account.
7. 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 amount of unused Limit amount.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 to which the Limit has been granted without any additional instructions from the Customer, and shall reduce the available Limit if there are no funds in the Personal Account to cover them.

13. The interest rate on the Citibank Overdraft shall be calculated according to a variable interest rate. The Bank shall be entitled to increase the interest rate charged on the loan granted on the basis of the Overdraft Agreement, specified in the Interest Rate Table, within 3 months from the change of at least one of the parameters published below, and under the rules set forth below:
   a) in the case of increase of any of the following rates: the reference rate, the lombard rate or the deposit rate determined by the Monetary Policy Council and published by the National Bank of Poland by at least 0.1 percentage point, the Bank shall be entitled to increase the interest rate by a value in the range from 0.4 percentage point to 4 percentage points;
   b) in the case of inflation (increase of the Consumer Price Index) in the given calendar month of at least 2% calculated year-on-year, published by the Central Statistical Office, the Bank shall be entitled to increase the interest rate charged on the Overdraft by a value in the range from 0.4 percentage point to 4 percentage points;
   c) in the case of increase of any of the parameters listed below: interest rate charged on one month loans in the Polish interbank market (one-month WIBOR) or interest rate paid on one month deposits in the Polish interbank market (one-month WIBID), published in the Reuters news service and determined as average for the whole calendar month, by at least 0.1 percentage point, Bank shall be entitled to increase the interest rate charged on the Overdraft by a value in the range from 0.4 percentage point to 4 percentage points, and if more than one of the parameters listed above changes, the Bank shall inform which of them is the basis to increase the interest rate.

14. The Bank shall be entitled to reduce the interest rate charged on the loan granted on the basis of the Overdraft Agreement, specified in the Interest Rate Table.

15. The Bank shall inform the Customer of amendments to the Interest Rate Table, by immediately delivering it to the last mailing address indicated by the Customer. Subject to provisions of § 26 subpara. 23 below, the Customer is entitled to terminate the Overdraft Agreement within 30 days from the notice on the amendment, subject to a notice period of 30 days. If the Customer does not act on the right to terminate, the change is deemed approved by the Customer and binding as of the date indicated in the amended Interest Rate Table.

16. The Bank shall be entitled to amend the TFC, increasing or introducing new fees or commissions, within 6 months from the occurrence of any of the circumstances listed below:
   a) introduction of new services or amendment to the scope of existing services, pursuant to rules set forth in the Overdraft Agreement;
   b) in the case of amendment or introduction of new regulations or guidelines issued by the supervisory body, referring to the performance of the Overdraft Agreement with respect to fees or commissions charged for the benefit of state and local government bodies and courts, or with respect to new activities or new form of activities performed by the Bank;
   c) in the case of increase of actual costs incurred by the Bank with relation to performance of services under the Overdraft Agreement, or an increase of labor consumption tied to such service;
   d) in the case of inflation (increase of the Consumer Price Index) in the given calendar month of at least 2% calculated year-on-year, published by the Central Statistical Office.

17. The Bank shall be entitled to waive or to reduce the fees or commissions specified in the TFC.

18. 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 Personal Account type, and the Customer applies for the Limit or the Personal Account type to be changed, the interest rate of the overdraft shall be charged to the interest rate indicated in the current Interest Rate Table for the Personal Account type and Limit in question. The Customer shall be informed of the change in writing.

19. 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.

20. The Bank may increase the Limit at the Customer’s request. The Bank reserves the right to refuse the increase of the Limit without stating the reason. Increase of the Limit at the Customer’s request is made by way of an agreement. The Agreement regarding Limit increase shall be effective following agreement of the terms by the Bank and the Customer and upon receipt of a positive credit decision by the Bank.

21. All agreements tied to the Overdraft Agreement must be made in written form, otherwise being null and void, with the written form defined as including forms considered by the law as equivalent to it, specifically the electronic form defined in Art. 7 of the Banking Law of 29 August 1997 (uniform text: Journal of Laws of 2002 no. 72, item 665, as amended), that is, the Bank’s Telephone Banking Service or the Bank’s Internet Banking Service. If changes are introduced to the form of communication via the Telephone Banking Service, the Customer shall be entitled to replay the recorded telephone conversations introducing said changes and to receive copies of such recordings.

22. 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;
24. The Bank shall have the right to terminate the Overdraft Agreement in writing at any time without stating the reasons with two months’ notice. The Overdraft Agreement shall be terminated upon the expiry of the 2 month notice period.

25. 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 lack of income transfers in the Personal Account under § 26, 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.

26. 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.

27. 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.

28. Notice of termination of the Agreement is tantamount to notice of termination of the Overdraft Agreement. The Overdraft Agreement terminates at the latest on the day of the notice/termination of the Agreement under these Terms and Conditions.

29. 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 day of a month for Customers who have a Citibank Overdraft and have the statement issue date on a different day than the first day of a month.

30. The Bank shall immediately inform the Customer of any amendment to the TFC and the Terms and Conditions referring to the Citibank Overdraft, not later than 2 months before the proposed effective date of such amendment. The Bank shall immediately send the amended TFC, full text of the Terms and Conditions or the amendments thereof to the last correspondence address indicated by the Customer. In such case, the Customer shall have the right to terminate the Overdraft Agreement without notice period, provided that the Customer’s will to that effect was communicated to the Bank before the amendments became effective, or the Customer objected to these amendments, whereas the objection shall be treated as termination of the Overdraft Agreement by the Customer, pursuant to § 26 subpara. 23. The date of termination of the Overdraft Agreement shall be the last day of the notice period or the day preceding the effective date of proposed amendments, whichever occurs first. If the Customer does not terminate the Overdraft Agreement in the manner specified above, it is deemed that the Customer agrees to application of the new provisions of the Overdraft Agreement.

31. Article 131, § 1, point 2, letter b), Article 131, § 2, Article 131, § 3 and Article 131, § 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.

§ 27. 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 overdrawn 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 § 26 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;
3. The Bank shall have the right to terminate the Agreement with two months' notice for important reasons only, in the following cases:

2. During the notice period, the Bank shall execute the Customer's instructions and perform Account settlements.

1. Each Customer may terminate the Agreement with one month notice by:

10. Where the Customer has a Personal Account as well as a Savings Account, a notice of termination of the Personal Account Agreement

3. The amount of fees and privileges which are available for a fee is specified in the TFC.

18. The Bank shall immediately inform the Customer of any amendment to the TFC and the Terms and Conditions referring to Chapter VII

17. The Bank shall be entitled to waive or to reduce the fees or commissions specified in the TFC.

19. A notice of termination of the Agreement shall be tantamount to a notice of termination of the Secured Overdraft Agreement. The Secured

Overdraft Agreement is terminated as of the date of termination/expiry of the Agreement pursuant to the Terms and Conditions. Article 131, § 1, point 2, letter b), Article 131, § 2, Article 131, § 3 and Article 131, § 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 VIII.

MISCELLANEOUS AND FINAL PROVISIONS

§ 28. THE „BENEFITS AND PRIVILEGES” CARD

1. The Bank may issue for the Customer the “Benefits and Privileges” card, which enables the Customer to use services and privileges described at www.citihandlowy.pl.

2. The rules regarding the issue of the „Benefits and Privileges” card and its use are available at www.citihandlowy.pl. The Bank may provide the Customers, to whom it issued the “Benefits and Privileges” card, with current information on services and privileges to which they are entitled.

3. The amount of fees and privileges which are available for a fee is specified in the TFC.

§ 29. AGREEMENT AMENDMENT AND TERMINATION

1. Each Customer may terminate the Agreement with one month notice by:

a) submitting a written notice of termination of the Agreement at a Branch;

b) sending to the Bank's address a notice of termination signed according to the Customer's specimen signature deposited with the Bank;

c) sending a notice of termination via CitiPhone after the Customer's identity has been verified;

d) sending 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 two months’ 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 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.

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 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 or the deactivation of that service 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 § 21, 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.
1. 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 Secure Overdraft Agreement.

14. The provisions of this paragraph shall be without prejudice to § 2, subparas. 15-24 of these Terms and Conditions.

§ 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 monthly, starting on the card issue date.

3. The Fees due 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 shall be entitled to amend the TFC, increasing the existing fees or commissions or introducing new ones, in the following cases:
   a) introduction of new services or change in the scope or form of services provided under the Agreement;
   b) increase or decrease of the amount of fee or commission to a level which takes into account the following parameters:
      i) the degree of labor consumption of the service for which the fee or commission is charged and
      ii) the level of actual costs borne by the Bank, including:
      - the costs tied to the issue of new or amendment to existing provisions of the law, referring to performance of the Agreement, which lead to increase of costs incurred by the Bank with relation to performance of services under the Agreement;
      - consumer price inflation in the given calendar month, calculated year-on-year, published by the Central Statistical Office.
   The Bank shall be entitled to waive or to reduce the fees or commissions specified in the TFC.

6. In the case of amendments to the TFC, the Bank informs the Customer of the amendments according to rules set forth in the Terms and Conditions, provided that the said amendments to the TFC apply to the Customer’s Personal Account type.

7. If the Customer is the Recipient of a payment transaction, the Bank makes available to the Customer the amount of payment transaction, less the fees specified in the TFC. In such case, the Bank informs the Customer in the Statement of the full amount of the payment transaction and of the fees charged.

§ 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 § 26 and the overdraft within the framework of the Secure Limit referred to in § 27 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,

5. The funds accumulated in the Regular Saver Account shall bear interest according to the following factors:
   a) introduction of new services or change in the scope or form of services provided under the Agreement;
   b) increase or decrease of the amount of fee or commission to a level which takes into account the following parameters:
      i) the degree of labor consumption of the service for which the fee or commission is charged and
      ii) the level of actual costs borne by the Bank, including:
      - the costs tied to the issue of new or amendment to existing recommendations, guidelines or decisions by the bodies supervising
        the Bank’s activity, which lead to increase of costs incurred by the Bank with relation to performance of services under the
        Agreement;
      - consumer price inflation in the given calendar month, calculated year-on-year, published by the Central Statistical Office.
   The Bank shall be entitled to change the interest rate specified in the Interest Rate Table within 4 months from the change of at least one of the parameters published below, under the following rules:
   a) in the case of decrease of any of the following rates: the reference rate, the lombard rate or the deposit rate determined by the
      Monetary Policy Council and published by the National Bank of Poland by at least 0.1 percentage point, the Bank shall be entitled
      to lower the interest rate on the Account by a value in the range from 0.05 percentage point to 3 percentage points;
   b) in the case of consumer price inflation in the given calendar month of at least 2% calculated year-on-year, published by the Central
      Statistical Office, the Bank shall be entitled to lower the interest rate on the Account by a value in the range from 0.05 percentage
      point to 3 percentage points;
   c) in the case of decrease of any of the following parameters: interest rate charged on one month loans in the Polish interbank market
      (one-month WIBOR) or interest rate paid on one month deposits in the Polish interbank market (one-month WIBOR), published in
      the Reuters news service and determined as average for the whole calendar month, by at least 0.1 percentage point, the Bank shall
      be entitled to lower the interest rate on the Account by a value in the range from 0.05 percentage point to 3 percentage points;
   d) for accounts maintained in convertible currencies:
      a) in the case of decrease of any of the following parameters: interest rate charged on one month loans in the London interbank
          market (one-month LIBOR), interest rate charged on one month loans in the Euro Area (one-month EURIBOR), interest rate paid
          on one month deposits in the London interbank market (one-month LIBID), interest rate paid on one month deposits in the Euro Area
          (one-month EURIBID), determined as an average for the whole calendar month, by at least 0.001 percentage point, the Bank shall
          be entitled to lower the interest rate on the Account by a value in the range from 0.01 percentage point to 3 percentage points.
   The Bank shall be entitled to increase the interest rate paid on the Account, specified in the Interest Rate Table. Interest rates may be
   changed without prior notice, provided that they are more favorable for the Customers.

10. 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.

11. Where a Regular Saver Account is terminated before the expiration of the Maintenance Period, no bonus interest shall be paid.

12. 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.

13. 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.

14. The funds accumulated in the Savings Account maintained in PLN shall bear interest according to the following factors:
a) baseline interest - interest shall be paid on the last Business Day of a calendar month;
b) bonus interest - the bonus interest shall accrue on the Savings Account where the Customer is the Holder or the first Joint Holder indicated in the Agreement, upon fulfillment of the condition on performing non-cash transactions with the Citicard, excluding transactions made in the Internet, for an amount of at least PLN 500.00 on all Customer’s Personal Accounts maintained in PLN which shall be posted in the calendar month to which the interest applies. During the month in which the Savings Account is activated, the interest is accrued on the basis of transactions posted on the Customer’s Personal Accounts since the date of opening the Savings Account. The bonus interest is paid on the first Business Day following the end of the calendar month for which it accrued.

§ 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 § 4, subparas. 11 and 12 and § 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 in Case of Death). A written Instruction in Case of Death may be submitted for the benefit of one or more persons indicated by the Customer: the spouse, ascendants, descendants or siblings. The Instruction in Case of Death may be amended or revoked in writing by the Customer at any time. The Instruction in Case of Death cannot be submitted where the Account has more than one holder.

3. The persons indicated in the Instruction in Case of Death 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 in Case of Death, 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 in Case of Death;
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) disburse the funds due to authorized heirs pursuant to the legal provisions.

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.

§ 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 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.

2. The Bank is supervised by the Polish Financial Supervision Authority (banking supervision body).

3. The Bank shall handle complaints immediately 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.

§ 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, § 1 and Article 56, § 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 website.

§ 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. 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 Branches or via CitiPhone.
12. 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.
13. The funds to which access has been restricted pursuant to subparas. 11 above shall bear interest pursuant to § 31.
14. 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. 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.
15. The Bank shall collect the taxes and other public tributes due pursuant to applicable laws.
16. The Customer is obliged not to submit any illegal content to the Bank via CitiPhone or Citibank Online.
17. 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).
18. The Bank shall be authorized to amend the Agreement, including 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.
19. In the case of amendment of provisions of the Agreement or appendices constituting integral part thereof, if the Agreement or the Terms and Conditions do not provide otherwise, the Bank shall send information on the amendments to the Customer to the last correspondence address indicated by the Customer, not later than two months before the effective date of the new provisions. In such case the Customer shall have the right to object to such amendments or to terminate the Agreement without notice period, provided that the Customer’s will to that effect was communicated to the Bank before the changes became effective. If the Customer does not
31. Whenever the Terms and Conditions refer to communication of the Bank with the Customer using the correspondence address, e-mail address or mobile telephone number, this shall be construed as the last correspondence address or Primary Electronic Mail Address or Primary Mobile Telephone Number indicated to the Bank by the Customer.

22. If the Bank is liable pursuant to subpara. 21 above, it shall restore the charged payment account to a condition in which it would have been, had the non-execution or improper execution of payment transaction not occurred.

23. Where the account of the Recipient’s service provider was credited at dates indicated in § 11 subpara. 19, the Recipient’s service provider shall be liable towards the Recipient for the non-execution or improper execution of payment transaction.

24. In the case of a non-executed or improperly executed payment transaction initiated by the Customer, with the exception of a Customer-initiated payment transaction in which the Unique Identifier provided by the Customer was incorrect, the Bank, regardless of liability incurred under the above provision, at the request of the Customer shall undertake immediate actions to track the payment transaction and shall notify the Customer of their result.

25. In the Customer’s opinion the actions of the Bank violate provisions of the law, the Customer shall be entitled to lodge a complaint to the municipal or district consumer ombudsman, or to the Polish Financial Supervision Authority. Information about the complaint procedure of the Polish Financial Supervision Authority can be found at the PFSA’s website, www.knf.gov.pl.

26. The Customer may demand from the Bank to refund the amount of authorized payment transaction initiated by or through the Recipient, which had already been executed, if:

a) the exact amount of payment transaction was not defined at the moment of authorization, and

b) the amount of the payment transaction is higher than the amount the Customer could have expected, given the type and value of prior transactions of the Customer, provisions of the Agreement and other circumstances relevant for the case.

27. The Customer is obliged to present circumstances which prove the fulfillment of conditions referred to in subpara. 26 above.

28. The Customer shall not be entitled to a refund of the amount of payment transaction authorized by the Recipient, where: a) the Customer has given the approval for payment transaction execution directly to the Bank, or b) information of the upcoming payment transaction was delivered to the Customer by the Bank or the Recipient in the agreed manner at least 4 weeks before the execution of instruction or was made available to the Customer by the Bank or the Recipient in the agreed manner for the period of at least 4 weeks before the execution of instruction.

29. The Customer may apply for the refund, referred to in subpara. 26 above, within 8 weeks from the date his Account was charged.

30. The rules for the Bank’s liability, set forth in subparas. 21 to 29 of this paragraph, apply to payment transactions regulated by the Act on Payment Services.

31. Whenever the Terms and Conditions refer to communication of the Bank with the Customer using the correspondence address, e-mail address or mobile telephone number, this shall be construed as the last correspondence address or Primary Electronic Mail Address or Primary Mobile Telephone Number indicated to the Bank by the Customer.

32. Whenever these Terms and Conditions refer to important reasons as the cause for terminating the Agreement or deactivation of only some of the products and services affected by the amendment of the Agreement, Terms and Conditions, TFC or the Interest Rate Table.

33. 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.

34. 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.

35. 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, Act on Payment Services, the Civil Code and regulations concerning foreign exchange transactions shall apply.

36. During the term of the Agreement, the Customer shall be entitled to demand at any time to receive provisions of the Agreement and information regarding the payment account and executed payment transaction in paper form or on other durable information media.

37. In case of discrepancy between the content of the Terms and Conditions and the Agreement or another agreement to which the Terms and Conditions apply, the parties shall be bound by the provisions of the relevant agreement.

38. 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, § 1 of the Civil Code in the wording in force as at the date on which these Terms and Conditions become effective.

39. The Agreement is concluded in the Polish language. The Bank reserves the right to use text of the Agreement in another language for information purposes, however, the Polish language version shall always prevail. The language used for communication between the Bank and the Customer is Polish, at the Customer’s request the Bank may communicate with the Customer in another language in which it provides customer service.

40. If any Agreement uses the “account” or “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.

41. These Terms and Conditions, the TFC and the Interest Rate Table constitute integral parts of the Agreement.

42. These Terms and Conditions shall become effective as of 13 August 2012.