Terms and Conditions of Citibank Credit Cards
of Bank Handlowy w Warszawie S.A.

These Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A. provide for conditions of issuance of payment cards – Credit Cards by Bank Handlowy w Warszawie S.A. Citibank and terms of their usage, including card Transactions.

Chapter I General Provisions

§ 1

Terms and phrases used in these Terms and Conditions will have the following meaning:

1) Interactive Voice Responder - a free-of-charge function in the CitiPhone Telephone Banking Service that enables the user to obtain information and to execute, without a consultant's involvement, a part of operations with the use of Card number or PESEL number along with CitiPhone PIN or with the use of CitiPhone PIN only if the Client has an active Incoming Call Identification Service.

2) Transaction Authorization - consent by the Client/User to execute a Transaction in the form and under the procedure provided for in these Terms and Conditions.

3) Bank – Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, at ul. Senatorska 16, 00-923 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under No. KRS 0000001538; tax identification number (NIP) 526-030-02-91; share capital of PLN 522,638,400, fully paid up, acting on the basis of consents of and under the supervision of the Polish Financial Supervision Authority, e-mail address: listybh@citib.com, website: www.citihandlowy.pl.

4) CitiAlerts - a service of sending short text messages (SMS) under the paid SMS Notification service or e-mail messages to the Clients referring to selected products offered by the Bank together with such a service.

5) Citibank Online - the Citibank Online e-banking service constituting a channel of access to the information regarding the Card Account and enabling submission of instructions or statements via the Internet.

6) Citi Mobile - the Citi Mobile Banking Service constituting a simplified version of Citibank Online and a channel of access to the information about the Card Account and enabling the Client to submit instructions via the Internet by means of a mobile telecommunication device.

7) CitiPhone PIN – a Client's/User's identification code used for the verification of their identity via the CitiPhone Telephone Banking Service, assigned independently by the Client/User and known only to the Client/User.

8) Cookies - files providing the storage of information or access to information already stored in a telecommunications terminal equipment during or after visiting websites, including websites of the Bank.

9) CVV2/CVC2 - a three-digit number placed on the Card's reverse, used to authorize Transactions when making a payment without the Card's physical use.

10) Contactless Reader – an electronic device that is an integral part of the POS (Point of Sale) terminal and is used to execute Contactless Transactions and print their confirmations; it reads data from the Contactless Module.

11) Personal Data – any information allowing for identification of the Client/User, processed by the Bank in IT systems or on paper media.

12) Additional Credit Limit – a one-off increase in the Credit Limit, made available in Polish zlotys (PLN) in the form of a Domestic Transfer Order in PLN or an Internal Transfer Order in PLN, and split into instalments under the ‘Comfort’ Installment Payment Plan, repaid in accordance with § 9.4 of the Terms and Conditions, agreed by the Bank with the Client on a case by case basis by way of an Understanding.

13) Fee Information Document – a document including a list of fees charged for services provided in connection with the maintenance of a payment account, included in the list of representative services.

14) Payment Services Provider – a payment services provider within the meaning of the Payment Services Act of 19 August 2011.

15) Business Day - a day on which the Bank is open for business provided for in the Agreement, other than Saturday or a statutory holiday.

16) FotoKasa - a tool available in the application in Citi Mobile; it allows for reading information from a special two-dimensional code (QR code) with a mobile phone camera and, on that basis, for executing Domestic Transfer Orders in PLN or Internal Transfer Orders in PLN with the use of the application.

17) Primary Electronic Mail Address/Primary E-mail Address – the primary e-mail address designated by the Client for the purpose of contact with the Bank, which is used, inter alia, to send notices that an electronic Statement is ready and to provide additional services, including CitiAlerts.

18) Primary Mobile Phone Number/Primary Mobile Phone - the primary mobile phone number designated by the Client/User for the purpose of contact with the Bank, which is used to communicate with the Client/User by sending SMS or MMS messages and to provide additional services, including CitiAlerts, 3D Secure, Authorization Code, Incoming Call Identification Service.

19) 'Comfort' Installment Payment Plan Schedule - a ‘Comfort’ Installment Payment Plan statement, indicating individual components of the plan, in particular the principal, interest and any other credit costs that the consumer is obligated to pay.

20) 3D Secure Password - a one-time password sent in the form of an SMS message to the Primary Mobile Phone Number designated by the Client/User used for identifying the Client/User and for accepting their instructions within the scope of confirmation of the Transactions made via the Internet using 3D Secure Service.

21) Payment Instrument - a personalized device or set of procedures used by the Client to submit a Payment Instruction, in particular a Card, Citibank Online, Citi Mobile, CitiPhone Telephone Banking Service.

22) Card - a payment card issued by the Bank under the Citibank Credit Card Agreement, i.e. a Primary or Supplementary Card, respectively, together with any Contactless Media issued by the Bank, authorizing the holder to make Transactions within the Credit Limit. Card types are defined in the Table of Fees and Commissions, including Citibank Credit Cards issued in cooperation with external partners.

23) Supplementary Card - a Card issued to a User.

24) Primary Card - a Card issued to a Client.

25) Client - a person having full capacity for legal transactions who has entered into the Agreement with the Bank and carries out Transactions in their name and for their benefit for the purpose not directly connected with their business or professional activity, being a consumer within the meaning of Article 22 of the Civil Code Act of 23 April 1964 (hereinafter the 'Civil Code') who is a holder of the Primary Card.

26) Authorization Code - a one-time code used to authorize Transactions or operations carried out by the Client/User in Citibank Online (excluding Citi Mobile).

27) Identification Code - confidential identification codes: PIN, Contactless Medium PIN, CitiPhone PIN or other identifiers and password(s) used together with the Card's data or the Client's personal data for verification and logging into Citibank Online.

28) Credit Limit - the maximum amount of an authorized Outstanding Balance within the scope of usage of the Primary Card and Supplementary Cards, including the outstanding balance provided for under § 9.3 and § 9.4 of these Terms and Conditions, denominated in Polish zlotys (PLN) and established individually for the Client by the Bank.
29) **Contactless Transaction Value Limit** - the amount above which the execution of a Transaction may be subject to confirmation with the Client's/ User's PIN or signature.

30) **Supplementary Card Credit Limit** - the maximum amount of an authorized Outstanding Balance denominated in Polish zlotys (PLN) and established individually for the User by the Bank at the Client's request, within the scope of the Credit Limit.

31) **Minimum Amount Due** - the minimum amount indicated in the Statement which the Client is obliged to pay to the Bank at the latest on the day preceding the next due date. The Minimum Amount Due is not less than PLN 30 and is calculated as the equivalent of:
   - amount of monthly principal and interest installments under the ‘Comfort’ Installment Payment Plan;
   - amount of the interest charged for a given billing period;
   - amount of the overrun of the Credit Limit at the time of issuance of a given Statement;
   - outstanding Minimum Amounts Due but not repaid in the previous periods;
   - 3.42% on the Outstanding Balance shown in the Statement less the components listed above.

32) **Contactless Module** - an electronic device embedded in mobile devices or in selected types of Cards, which communicates with the Contactless Reader enabling the execution of Contactless Transactions.

33) **User Name** - a name assigned by the Client/User which defines them as a user in the Citibank Online service and is used for the purpose of logging into that service.

34) **Contactless Medium** - a Card, in particular in the form of a contactless sticker or software on a relevant electronic device (including a mobile telecommunication device) equipped with a Contactless Module.

35) **NBR/bank account number** - an unambiguous identifier of the Client’s account with a Bank, adopted in the Polish numbering system for bank accounts. The account number consists of twenty six digits, i.e. two control digits followed by eight digits of the Bank's settlement code and sixteen digits of the number of the Client's account with the Bank.

36) **Credit Card Servicing** - a service that allows the payer to use a payment card, referred to in Article 215a of the Payment Services Act, if the amount of each card transaction reduces the agreed credit limit.

37) **Branch/Provider's Outlet** - an organizational unit where the Bank provides services covered by the Agreement to its Clients; the list of these units is available on the website of the Bank.

38) **Recipient** - a natural person, a legal person or an organizational unit without legal personality having legal capacity under statutory law that is the recipient of funds being the subject matter of a Transaction.

39) **Payment Organization** - an organization that carries out settlements of Transactions made with cards issued within the system of that organization (e.g. VISA, MasterCard); the information on Payment Organizations servicing cards issued by the Bank is available on the website of the Bank.

40) **Attorney** - a natural person having full capacity for legal transactions, authorized by the Client to represent them in contacts with the Bank under the Agreement.

41) **PIN** - a personal confidential Identification Code of the Client/User enabling the execution of Transactions combined with physical usage of a Card.

42) **Contactless Medium PIN** - a personal confidential Identification Code of the Client/User enabling the execution of Contactless Transactions while using the Contactless Medium.

43) **'Comfort' Installment Payment Plan/Plan** - splitting the Transaction or the Basic Balance into installments in keeping with the rules set forth in the Understanding and in the Terms and Conditions, particularly in Chapter XIII of the Terms and Conditions.

44) **Payer** - a natural person, a legal person or an organizational unit without legal personality, having legal capacity under statutory law, that submits a Payment Instruction (Client/User).

45) **Transfer Order** - a service, referred to in Article 3.4 of the Payment Services Act, except for an internal transfer order, SEPA transfer order and a transfer order in foreign currency.

46) **Domestic Transfer Order in PLN** - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's domestic payment account with the provider in PLN.

47) **SEPA Transfer Order** - a service initiated by the payer, consisting in enabling the transfer of funds in EUR from the payer's payment account to the recipient's payment account if both or one of the providers operate in the territory of the Single Euro Payment Area (SEPA).

48) **Cross-border Transfer Order in EUR** - a service initiated by the payer, consisting in enabling the transfer of funds in EUR from the payer’s payment account to the recipient's payment account, other than a SEPA Transfer Order.

49) **Cross-border Transfer Order in Foreign Currency** - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's payment account with the provider in a country other than the Republic of Poland and in a currency other than PLN and EUR.

50) **Cross-border Transfer Order in PLN** - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient’s payment account with the provider in a country other than the Republic of Poland, in PLN.

51) **Internal Transfer Order** - a service initiated by the payer, consisting in enabling the transfer of funds between payment accounts maintained by the same provider.

52) **Internal Transfer Order in PLN** - an International Transfer Order in PLN.

53) **Transfer Order in Foreign Currency** - a service initiated by the payer, consisting in enabling the transfer of funds from the payer's domestic payment account with the provider to the recipient's domestic payment account with the provider in a currency other than PLN and EUR.

54) **Repayment Order** - a Payment Instruction submitted to the Bank, containing an order to make a Payment into the Card Account.

55) **Understanding** - an arrangement between the Bank and the Client concerning amendment to Agreement terms, including with respect to the interest rate, Additional Credit Limit, Temporary Credit Limit Increase or Credit Limit Increase, ‘Comfort’ Installment Payment Plans, made in writing, including in electronic form, in accordance with Article 7 of the Banking Law.

56) **SMS Notification** - a service consisting in the transmission of messages regarding the payment account, with the use of short text messages.


58) **Card Account** - a technical PLN-denominated account maintained with the Bank in which the Transactions made and fees, commissions and interest due to the Bank under the Agreement as well as the Outstanding Balance payments are posted. The Card Account is directly assigned to the Card and opened at the request of the Client. The Card Account is used for payment transactions and based on the number assigned to a particular Card. The Card Account is maintained under the Plan and is used to execute Transactions. The Card Account is maintained in the name of the Client/User and the Bank as the owner, and the Client/User is permitted to use the Card Account as the designated account for a specified Card. The Bank opens the Card Account upon issuing a payment card – Primary Card or issuing a payment card – Supplementary Card.

59) **Terms and Conditions** - the Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A., which together with the appendices constitute an integral part of the Agreement.

60) **Basic Balance** - part of the Outstanding Balance that the Client may split into installments under the Plan less the amount of the currently overdue minimum amount due from the last Statement. The Basic Balance does not include interest.

61) **Outstanding Balance shown in the Statement** - the Outstanding Balance as at the date of issuance of the Card Account Statement, less the outstanding principal of the Card Account.

62) **Concierge Service** - an ‘arrange and book’ service whose scope is specified in the Terms and Conditions of the Concierge Services. The service includes, inter alia, the arrangement of a transfer or transfer in a country other than the Republic of Poland.

63) **Preparation of a Payment Transactions Summary** - a service initiated by the Payer, consisting in a summary of payment account transactions in a given period prepared by the entity that maintains the payment account; the statement is prepared in paper or electronic format.

64) **Transaction** - any Cash Withdrawal, Internal Transfer Order in PLN, Domestic Transfer Order in PLN or payment for the purchased goods and services made with a Card, Contactless Medium or a mobile device, including:

- **Contactless Transaction** - any Non-Cash or Cash Transaction made with a Card, Contactless Medium or a mobile device equipped with a Contactless Module at sales and service points, ATMs or other devices equipped with a Contactless Reader and allowing execution of such Transactions.
Non-Cash Transaction - any payment for purchased goods and services made at sales or service points, as well as any payment made without the physical usage of a Card, in particular orders placed in writing, by telephone, electronic media or via Citibank Online.

Cash Transaction - any Cash Withdrawal at ATMs, banks or other financial institutions.

Dynamic Conversion Transaction - any Transaction where the original currency differs from the currency of the Card Account and which has been converted into the currency of the Card account at the exchange rate of the Recipient upon its ordering.

Payment Card Issuing - any Transaction subject to repayment, accrual of interest and charging of fees or commissions in accordance with the Terms and Conditions and the Table of Fees and Commissions for Cash Transactions, i.e.:
- cash withdrawal from the Credit Limit for any purpose, in the form of an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN;
- Transaction made at entities that provide gaming and gambling services in accordance with the Gambling Law of 19 November 2009;
- Transaction at a post office;
- Transaction made at entities that provide foreign currency, virtual currency and means of payment exchange services, and entities that intermediate in such exchange.

Exchange Rates Table - a current list of buy and sell rates for foreign currencies published on the website of the Bank.

Transaction Limits Table - the table of limits and restrictions applicable to Transactions, included in Appendix 1 to these Terms and Conditions.

Interest Rates Table - the table of interest rates included in Appendix 3 to these Terms and Conditions.

Table of Fees and Commissions - the table of fees and commissions included in Appendix 2 to these Terms and Conditions.

Temporary Credit Limit Increase - the amount of the authorized temporary Outstanding Balance in excess of the Credit Limit under the Primary Card, granted pursuant to § 9.3 of these Terms and Conditions.

Card Agreement/Agreement - the agreement made between the Bank and the Client for the issue and usage of a Payment Card (Card).

Unique Identifier - the number of a payment account within the meaning of the Payment Services Act in the format determined in accordance with standards set forth in separate regulations, including the NRB.

CitiPhone Telephone Banking Service - a service of access to the Card Account by telephone via the provider’s hotline that enables the Client to check the balance on the Card Account or to submit other instructions to the Card Account.

Incoming Call Identification Service - a function that allows for identification of a Client/User who is making a call under the CitiPhone Telephone Banking Service using a Primary Mobile Phone; such identification is carried out on the basis of the mobile phone number used by the Client/User, and the Client/User is notified to the Bank, and the CitiPhone PIN.

Payment Services Act - the Act of 19 August 2011 on payment services.

User - a Supplementary Card user authorized by the Client to make Transactions in the Client’s name and for the Client’s benefit using such Supplementary Card, whose identification particulars are provided on the said Card.

End User - a Client using Citibank Online or requesting the provision of the Citibank Online service and a Client using the CitiPhone Telephone Banking Service or requesting the provision of the CitiPhone Telephone Banking Service.

Application - any application for the issuance of a Card - Primary Card and granting of a Credit Limit or an application for the issuance of a Supplementary Card.

Payment - a cash or non-cash instruction, including a cash payment, resulting in an inflow of funds into the Card Account.

Cash Payment - a service consisting in a cash payment into the consumer’s payment account using a device enabling such a payment or at the Provider’s Outlet.

Statement - a statement of the Transactions, Payments into the Card Account and of the interest, commissions and fees due to the Bank, covering the period of the previous billing month and including the information about the Minimum Amount Due and the due date.

Payment Card Issuing - a service consisting in issuing a payment card, referred to in Article 21b of the Payment Services Act.

Cut-off Times List - a list of hours designating the time during a Business Day after which the Payment Instruction is deemed received on the first Business Day after that date. The Cut-off Times List is appended to these Terms and Conditions and forms an integral part thereof.

List of Representative Services - the List of Representative Services linked to the payment account that are most commonly used by consumers on the domestic market, subject to a fee charged by at least one service provider operating in the territory of the Republic of Poland, published in the form of a regulation by the competent minister.

Withdrawal - a cash or non-cash instruction, including a Cash Withdrawal, resulting in an outflow of funds from the Card Account (account debiting).

Cash Withdrawal - a service consisting in a cash withdrawal from the consumer’s payment account using a device enabling such a withdrawal or at the Provider’s Outlet.

Specimen Signature - the Client’s signature affixed on the Citibank Credit Card Agreement or a notarized signature.

3D Secure Service/3D Secure - a method of confirmation of Transactions made without the physical use of the Card via the Internet, consisting in the Client/User entering the 3D Secure Password (Visa - under the name ‘Verified by Visa’, MasterCard - under the name ‘MasterCard SecureCode’) received to the Primary Mobile Phone Number.

Outstanding Balance - the total amount of the Client’s liabilities to the Bank under the Agreement, covering the amount of the Transactions made, interest as well as all fees and commissions.

Payment Instruction - a statement made by the Client/User or Recipient to the Bank, containing an order to initiate or carry out a Transaction or to make a Payment into the Card Account.

Card Blocking - cancellation of a Card by the Bank in accordance with applicable laws, provisions of the Agreement or these Terms and Conditions.

Fee Summary - a summary of fees and commissions charged by the Bank for Card Account services, which includes information about the total amount of interest payable for the period, delivered to the Client free of charge at least once a calendar year, in the form agreed with the Client.

§ 2

1. Cards are used to make payments for goods and services, within the Credit Limit, and for Cash Withdrawals in the territory of the Republic of Poland and abroad. A Card Transaction is equivalent to the utilization of the Credit Limit by the Client, in full or in part, respectively, and results in debiting the Card Account with the amount corresponding to the amount of the Transaction plus the related commissions, fees and interest due to the Bank.

2. Card Agreement/Agreement - the agreement is effective upon Card activation; however, the first Transaction made after the contactless function has been enabled or disabled may not be a Contactless Transaction.

3. By placing an instruction via Citibank Online or the CitiPhone Telephone Banking Service, the Client may resign from the function that enables the execution of Contactless Transactions. The instruction to disable the contactless function placed via the CitiPhone Telephone Banking Service is free of charge.

4. The Client may appoint an Attorney to represent them in contacts with the Bank under the Agreement. A power of attorney may be granted in writing at a Branch, which requires the Client to make statement of will with the use of a Bank’s form and an Attorney to provide a specimen signature.

5. In the case of powers of attorney that are not granted in the presence of the Bank’s employee, the signature of the principal, i.e. the Client, must be supplemented with the specimen signature of the Attorney. If such a power of attorney has been issued in a country being party to the Hague Convention on Abolishing the Requirement of Legalisation for Foreign Public Documents, the power of attorney should be appended with an Apostille clause.

6. If the power of attorney has been signed before a foreign notary public, a Polish diplomatic post or consulate should certify the conformity of that power of attorney with the law of the place of issue unless it has been issued in a country with which the Republic of Poland entered into relevant international agreements discharging them from this obligation and ratified them. If such a power of attorney has been issued in a country being party to the Hague Convention on Abolishing the Requirement of Legalisation for Foreign Public Documents, the power of attorney should be translated into Polish by a Polish certified translator.

7. A power of attorney may be revoked by the Client in writing at a Branch, through the CitiPhone Telephone Banking Service or by way of a written revocation delivered to the Bank.

8. A party to the Hague Convention on Abolishing the Requirement of Legalisation for Foreign Public Documents should be considered a party to the Hague Convention on Abolishing the Requirement of Legalisation for Foreign Public Documents.

9. The provisions of these Terms and Conditions and of the Agreement referring to the Client will apply, respectively, to the User/Attorney, with the provision that in relations between the Bank and the Client the Client will be financially liable to the Bank for any of the User’s/Attorney’s acts within the scope of usage of a Supplementary Card.
Chapter II Making the Agreement and Issuing a Payment Card (Card)
§ 3
1. An Agreement may be made following the delivery of documents and information confirming the identity of the person applying for the making of the Agreement, as indicated by the Bank. The Bank may request additional documents and information from the Client required to meet the obligations pursuant to the Act on Counteracting Money Laundering and Terrorism Financing of 1 March 2018.
2. The Bank will present the Client with the Fee Information Document, in accordance with the Payment Services Act, in good time before making the Agreement. The Bank will present the Client with the Fee Information Document also if there is a change in the amount of fees charged for a service included in the List of Representative Services.
3. The Bank may issue Cards in response to an Application filed by the Client; in such a case, it may request additional documents from the Client confirming the existence/absence and level of the Client's income before concluding the Agreement as well as during the term of the same, in the scope required for assessing the Applicant's creditworthiness. The Bank may address the Client with such a request not more frequently than on an annual basis.
4. The Client will receive the Card Agreement or the confirmation of the making of an Understanding immediately after it is signed by the parties.
5. Promptly upon signing the Card Agreement, the Bank will issue a Card at a Branch, or sends it to the correspondence address specified by the Client.
6. Upon the Client's request, the Bank may grant to the Client an Additional Credit Limit pursuant to § 9.4 below.
7. The Agreement is made for an indefinite period, unless otherwise provided for therein. In the case of agreements made for a specific time, the agreement will be extended automatically for subsequent periods indicated in the Agreement, unless:
   a) the Client notifies the Bank of their intent not to renew the Agreement not later than 30 days before the lapse of the term provided for in the Agreement or any of the subsequent periods for which the Agreement has been made; or
   b) the Bank notifies the Client in writing, to the last mailing correspondence address given by the Client, of their intent not to extend the Agreement not later than 30 days before the lapse of the term provided for in the Agreement or any of the subsequent periods for which the Agreement has been made.
8. The Card's expiry date will be specified on the Card, provided that the validity period of the Supplementary Cards expires upon the expiry of the Primary Card. The Card is be valid through the last day of the month specified as the end of the Card's validity period. If the Agreement expires or is terminated before the Card's expiry date, the Bank may Block the Card.
9. The Client may withdraw from the Agreement on the conditions specified in § 11 of the Card Agreement. The Client receives the "Statement of Withdrawal from the Agreement" form along with the Card Agreement.
10. The Agreement is not subject to Article 131.12(b) and Article 131.2 of the Act on Universal Duty to Defend the Republic of Poland of 21 November 1967.

§ 4
1. Promptly upon receiving the Primary Card, the Client will be obliged to sign the Card permanently, to activate the Card and to define the PIN. The Client may activate the Primary Card and define the PIN via Citibank Online, Interactive Voice Responder or via the CitiPhone Telephone Banking Service.
2. The Card constitutes the property of the Bank.
3. The type of the Card is specified in the Application. Types of Cards offered by the Bank are specified in the Table of Fees and Commissions. The Client may change the type of the Card during the term of the Agreement subject to relevant fees collected by the Bank in accordance with the Table of Fees and Commissions.
4. During the term of the Agreement, the Bank may replace the Card if:
   a) the validity period of the Card has expired;
   b) changes in the technological or operational systems of the Bank have been implemented, provided that such changes have an impact on the performance of the Agreement and the functionality of the Card;
   c) any justified circumstances have occurred in connection with the security of the Card;
   d) there is no possibility to unblock the Card that was previously blocked by the Bank after the reason of blocking ceased to exist.
5. During the term of the Agreement, the Bank may replace the Card with a Card of a different type, provided that the Client is notified about such a change at least 2 months in advance, if:
   a) a given type of the Card has been withdrawn from the Bank's offer;
   b) the Payment Organization to which the Bank has commissioned payment services connected with the Card has been replaced;
   c) co-operation with an external partner has been terminated;
   d) a loyalty program has been terminated by an external partner;
   e) the Client has withdrawn from participating in a loyalty program conducted by an external partner;
   f) the Client has executed no Transaction for a period longer than 6 months from the last Transaction or from the date of making of the Agreement if no Transaction has been executed.
6. Any change of the type of the Client's Card will result in the change of the type of the Cards issued to the Users and the replacement of Contactless Media issued to the Card.

Chapter III Supplementary Cards and Contactless Media
§ 5
1. Upon the Client's application, the Bank may issue payment cards - Supplementary Cards to Users designated by the Client.
2. Promptly upon receiving the Supplementary Card, the User will be obliged to sign the Card permanently, to activate the Card and to define the PIN. The Client may activate the Supplementary Card and define the PIN via Citibank Online or Interactive Voice Responder.
3. The Client will be liable for any Transactions made with Supplementary Cards and for any overrun of the Supplementary Card Credit Limit by a User. The Client will have the right to submit an application to the Bank at any time to change the Supplementary Card Credit Limit within the Credit Limit. An instruction to change the Supplementary Card Credit Limit may be submitted by the Client at a Branch, via Citibank Online or the CitiPhone Telephone Banking Service, and it will be effective, at the latest, on the following Business Day unless the actually utilized Supplementary Card Credit Limit is higher than the Limit applied for by the Client. Any Transactions made with Supplementary Cards will be debited to the Primary Card Account and the Credit Limit.
4. The Supplementary Card has a technical Card Account separate from the Primary Card Account, with Payments made into that account being repayment of the Outstanding Balance.
5. On the Client's application, the Bank may provide the Client/User with a Contactless Medium to the Card enabling the execution of the Contactless Transactions. Promptly upon receiving the Contactless Medium, the Client/User will be obliged to assign their Contactless Medium PIN and to activate the Contactless Medium. The Supplementary Card User may activate the Contactless Medium and define the PIN via Citibank Online or Interactive Voice Responder.
6. The Supplementary Card and the Contactless Medium may be used exclusively after their activation, during the term of the Primary Card Agreement, on the terms and conditions laid down therein. A Supplementary Card and/or a Contactless Medium will lose their validity upon Agreement termination.
7. Otherwise, the provisions of these Terms and Conditions applicable to the Card apply accordingly to the Contactless Medium.
8. The Client or User may withdraw from using their Supplementary Card or Contactless Medium at any time.

Chapter IV Terms of Card Use
§ 6
1. A Card may be used only during the term of the Agreement, on the terms and conditions laid down therein, during the Card validity period and after its activation.
2. The Card expires:
   a) upon the expiry of its validity period (upon the lapse of the last day of the month of validity indicated on the Card);
b) due to blocking;  
c) when exchanged for a new Card;  
d) in the event of death of the Client - with regard to the Primary Card and Supplementary Card, and in the event of death of a User - with regard to a Supplementary Card;  
e) upon expiry, termination or withdrawal from the Agreement.

3. The duration of the Card will not discharge the Client from the obligation to repay the Outstanding Balance resulting from any Transactions executed before but posted after the Card has expired.

4. Under the circumstances described in Clause 2, the Card should be promptly destroyed so that its further use is prevented: by cutting through the chip and magnetic strip and cutting through the CVV2/CVC2 code, or returned to the Bank.

5. The Bank introduces limits and restrictions, indicated in the Transaction Limits Table, for Card Transactions and Transactions made via Citibank Online.

6. The Bank is entitled to change any limits of Transactions if it is reasonable due to the security of the Card or Citibank Online and in the event of a change in or introduction of new legal regulations or guidelines issued by supervisory authorities applicable to the performance of the Agreement in respect of limits of Transactions. The Bank will notify the Clients of any change in the Transaction Limits Table using the procedure set forth in § 25.2 of these Terms and Conditions.

7. The levels of the limits applicable to the Contactless Transactions not requiring PIN or the Client's/User’s signature are determined by Payment Organizations.

8. Information on limits of the aforesaid Transactions may be obtained by the Client from the Bank by sending a query via any communication channel with the Bank.

9. The level of the value limit applicable to Contactless Transactions concluded in Poland without PIN or the Client's/User’s signature, determined by the Payment Organizations, is specified in the Transaction Limits Table.

10. Regardless of the amount of a Contactless Transaction, the need may arise to conclude a given Transaction with the use of the PIN even if all conditions have been fulfilled for concluding a Contactless Transaction.

§ 7

1. When executing a Payment Instruction submitted by a Client/User, the Bank will ensure that the account of the Recipient's supplier is credited with the amount of the Transaction not later than 1 Business Day after the Bank received the Payment Instruction. The above time limit may be extended by another Business Day in the case of a Transaction initiated by a paper order.

2. The Bank will credit the Card Account with the amount of the Transaction at the value date of that Business Day on which the account of the Bank, as the recipient's provider, is credited with the amount of the Transaction. If the Bank makes no currency translation or makes a translation between EUR and the member state's currency or between currencies of two member states, after the amount has been verified and translated the Bank will make the amount of the Transaction available to the Client promptly after the account of the Bank, acting as the payment recipient's provider, has been credited with such an amount and the Card Account will be credited as follows:
   a) promptly after the payment - for cash payments at ATMs or Bank Branches or by Internal Transfer Orders;  
   b) promptly after crediting the account of the Bank, as the recipient's provider, with such an amount - for other payments;  
   subject to § 7.4 below. The obligation provided in this § 7.2 is applicable also to payments made within one provider.

3. The Card Account will be debited with the amount of the Transaction at a value date no earlier than the date on which the Card Account is actually debited with the amount of the Transaction.

4. The Bank is entitled to refuse to execute a Payment Instruction submitted by a Client/User if the Client/User has failed to meet the conditions specified in the Agreement or if the possibility or obligation to refuse results from separate laws and regulations. In the event of refusal to execute a Payment Instruction, the Bank, at a Branch, via the CitPhone Telephone Banking Service, via Citibank Online, via the Recipient, or with the use of electronic communication means, will notify the Client of such a refusal and, if possible, of the reasons behind such a refusal and of the procedure for rectifying the errors that have led to the refusal unless such a notification is not allowed under separate laws and regulations.

5. The Bank has the right to refuse to execute a Payment Instruction submitted by the Client because of the subject and purpose of the Payment Instruction is incompatible with the Bank's policies, or the Payment Instruction subject to the Payment Instruction raises a justified suspicion that the Card is used for unlawful purposes or involves an increased risk for the security of payment services provided by the Bank. Such cases are Payment Instructions on sale or purchase of cryptocurrencies, virtual currencies or property rights of a similar legal or economic nature that are associated with a high risk for buyers, including payment transactions whereby the Recipient is an economic operator whose business activity consists in exchange of cryptocurrencies or virtual currencies into means of payment, or exchange of cryptocurrencies or virtual currencies, or which intermediates in such exchange.

6. The Bank is entitled to refuse to execute a Transaction if the Credit Limit is exceeded or if there is a suspicion that the Transaction is being carried out by an unauthorized person.

7. Any settlements in the Card Accounts related to Payment Instructions will be made in Polish zlotys (PLN). In the case, where an incorrect entry is posted in the Card account, the Bank will have the right to correct such an entry (reversal/correction). The Bank will forthwith notify the Client of making a correction/reversal of an incorrect entry, by including relevant information in the Statement.

8. Transactions for which the Client may select the currency and chooses Polish zlotys (PLN), i.e. currency conversion of a Transaction by the Recipient, are Dynamic Conversion Transactions and are subject to fees as per the Table of Fees and Commissions.

9. For Payments deposited in the Card Account in a different currency than the currency of the Card Account, translations into Polish zlotys (PLN) will be made at the buy rate for currencies that is specified in the Exchange Rates Table applicable upon the receipt of the funds by the Bank. The Bank will include information on the currency rates applied in the description of Transactions.

10. The amounts of Transactions executed with a Card in a currency other than Polish zlotys (PLN) will be translated by the Payment Organization into the Polish zlotys (PLN) at the rate of the Payment Organization that is settling the Transaction. Subsequently, the amount of a Transaction plus a commission for conversion (as per Table of Fees and Commissions for Citibank Credit Cards) will be posted in the Card Account. The commission will be charged on the day of posting the transaction. The value of the collected commission will be presented by the Bank in the description of Transactions in the Statement.

11. The actual posting of Transactions in the Card Account will be effected up to 14 days from the date of a Transaction, immediately after the Bank receives electronic documents confirming that the Transaction has been made by the Payment Organization that is settling it.

12. If the Transaction is initiated by or through the Recipient and the exact amount of the transaction is not known when the Client/User gives consent to such Transaction, the Bank may block funds in the payer’s Card Account only if the payer has agreed to have a specified amount of funds to be blocked. The Bank will release the funds blocked in the Card Account in accordance with the preceding sentences promptly after it has received the Payment Instruction and information about the specified amount of the payment transaction. The amount of the Transaction posted in the Card Account is different from the amount initially blocked as it does not include the commission as referred to in § 7.8 above.

13. Exchange rates applied by the Payment Organization for translations of amounts of Transactions executed with a Citibank Credit Card into PLN are available on the website of the Payment Organization that settles such Transactions along with the rules of their application:  
   - for Transactions made with Cards bearing MasterCard logo https://www.mastercard.com/globalcurrencycorrection/index.html;  

14. Information on Transactions is available via Citibank Online, via the CitPhone Telephone Banking Service and at Branches for:
   a) the Recipient - information on Transactions executed with the Primary Card and Supplementary Cards;  
   b) the User - information on Transactions executed with the Supplementary Card.

15. The Client will be obliged to repay at least the Minimum Amount Due as specified in the Statement. The repayment should be made within the time limit specified in the Statement, which will not be shorter than 26 days from the issuance of the Statement by the Bank. No Payment made into the Card Account before the date of issuance of the Statement discharges the Client from the obligation to pay at least the Minimum Amount Due as specified in the Statement.
16. In the case of any breach of the provisions of § 7.15, the Bank reserves the right to undertake debt collection activities against the Client aimed at ensuring voluntary settlement of the overdue amounts. The Bank or the entities authorized to act on the Bank's behalf may undertake in particular the following debt collection activities: telephone reminders, dunning letters and other activities pursued outside the Bank's registered office.

17. Save for Transactions made in the manner specified in § 7.23, § 7.26 and § 7.35 below, a Transaction made with a Card will be deemed authorized by the Client/User if it has been confirmed by using the PIN or affixing the signature of the Client/User on the debit document in accordance with the signature in affixing the Card or the Transaction Signature. By authorizing a Transaction, the Client/User approves debiting of the Card account with the amount of such a Transaction plus the fees and commissions as per the Table of Fees and Commissions.

18. An instruction for Cash Payment into the Card Account:
   a) in the case of a cash payment made via an ATM - will be deemed authorized if it is confirmed by the PIN;
   b) at a Branch - will be deemed authorized if it is confirmed by the signature of the Client.

19. A Cash Withdrawal from an ATM by means of a Card is deemed authorized if it is confirmed by the PIN. A Cash Withdrawal made from ATMs in Poland or abroad by means of a Card is subject to restrictions provided by applicable laws.

20. For security reasons, when executing Transactions using the PIN or the Contactless Medium PIN, triple entry of a wrong PIN will automatically block the PIN, which means that the Client/User will not be able to execute any Transactions using, respectively, the Card or Contactless Medium until its unblocking is agreed on with the Bank.

21. Unless prohibited by applicable provisions of law or justified by security reasons, the Bank will notify the Client forthwith of blocking the Payment Instrument and the reasons therefor: at a Branch, via the CitiPhone Telephone Banking Service, via Citibank Online, via the Recipient or with the use of electronic communication means. The Client may contact the Bank in connection with blocking the Payment Instrument at a Branch, via the CitiPhone Telephone Banking Service, via Citibank Online and with the use of electronic communication means, as well as in writing.

22. The Bank will unblock the Payment Instrument or replace it with a new one if the reason for blocking ceased to exist.

23. In the case of a Contactless Transaction:
   a) in excess of the Contactless Transaction Value Limit - the Transaction will be deemed authorized if it has been confirmed by entering PIN or Contactless Medium PIN; and
   b) below the Contactless Transaction Value Limit - the Transaction will be deemed authorized upon delivery of the details of the Card or Contactless Medium saved in the Contactless Module that are required to execute the Transaction, by putting the Card or Contactless Medium in the proximity of the device that enables reading the data saved in the Contactless Module.

24. Contactless Transactions executed with the use of Contactless Media may require authorization with the Contactless Medium PIN, in particular Contactless Transactions whose value exceeds the Contactless Transaction Value Limit.

25. In the case of a device that accepts Cards only by placing a Card in the device, the Transaction is authorized by placing the Card physically in the device by the Client/User.

26. In the case of Transactions effected through remote means, without physical submission of a Card (effected by telephone, in writing or via the Internet), a Transaction will be deemed authorized through the provision of the Card details or the details of the Client/User, depending on the requirements of the Recipient, including the first and last name, the Identification Code, the number and expiry date of the Card or the CVV2/CVC2 code, visible on the Card reverse side.

27. The use of the Card's number or the PESEL number and the CitiPhone PIN, or the CitiPhone PIN only if the Client/User has an active Income Call Identification Service, while placing telephone Payment Instructions constitutes the Client's/User's consent for the execution of such Payment Instructions, including debiting the Card Account, by the Bank.

28. The Bank will enable the Client to use a protection of online Transactions in the form of 3D Secure Service. In the case where the Recipient of the Transaction placed via the Internet requires additional verification through a 3D Secure Password, it may be necessary to enter a 3D Secure Password to execute it.

29. The Bank does not allow the Client/User to execute a Payment Instruction from the Card Account in the form of a SEPA Transfer Order, Transfer Order in Foreign Currency, Cross-border Transfer Order in PLN, Cross-border Transfer Order in EUR or a Cross-border Transfer Order in Foreign Currency.

30. The Client may instruct the Bank to execute an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN from the Card Account as follows:
   a) via the CitiPhone Telephone Banking Service;
   b) via Citibank Online;
   c) through a text message, subject to § 15.2 and § 15.3.

31. The Bank will execute a Payment Instruction if the Credit Limit on the Card Account is sufficient to execute the Transaction, the Payment Instruction is not connected with any countries or entities covered by international sanctions or embargoes, in particular those imposed by the EU, US or UN and, additionally, with respect to an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN from the Card Account, provided that:
   a) the Client/User has provided to the Bank the correct NRB of a valid Recipient's account, required to initiate or execute the Internal Transfer Order in PLN or a Domestic Transfer Order in PLN;
   b) the Client/User has provided to the Bank all information required to initiate or execute the Internal Transfer Order in PLN or the Domestic Transfer Order in PLN, i.e. the currency, amount of the Transaction, name of the Recipient and name of the transfer, except for an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN from the Card Account whereby the transfer order is placed through text messages if it is sufficient when the premise set forth in letter a of this Clause is fulfilled and the currency and the amount of the Transaction is specified by the Client.

32. The Bank will execute a Payment Instruction for Cash Payment into the Card Account if the Client/User has provided to the Bank:
   a) for a Cash Payment via an ATM: the PIN and the Cash Payment amount;
   b) for a Cash Payment at a Branch: Card number/Account number in NRB format and cash payment amount.

33. If a Repayment Order is established, modified or canceled, the Client will be obliged to notify that fact to the Bank at least one Business Day prior to the order execution date.

34. Payment Instructions authorized by the Client/User and delivered to the Bank will be deemed to be confirmed by the Client/User and instructed to the Bank for execution in a valid and effective manner. The Client/User must not cancel or modify any Payment Instruction after it is received by the Bank.

35. A Payment Instruction submitted via:
   a) Citibank Online or Citi Mobile will be deemed authorized by the Client/User if the Client/User has given their consent to execute it by way of signing in to Citibank Online or Citi Mobile, entering the details of the Payment Instruction and confirming the execution of the Payment Instruction by selecting the relevant function button used to submit the Payment Instruction to the Bank and by entering the relevant Authorization Code - if the Bank requires the relevant Authorization Code for authorization purposes;
   b) the CitiPhone Telephone Banking Service will be deemed authorized by the Client/User if the Client/User has given their consent to execute it, after having entered the Card number or the PESEL number and having confirmed it with the CitiPhone PIN, or after having it confirmed only with the PIN in a situation where the Client has activated the Incoming PIN Call Identification Service;
   c) a Branch will be deemed authorized by the Client/User after the identity of the Client/User is verified against the document that confirms their identity and, then, by confirming the Payment Instruction with a signature;
   d) a text message will be deemed authorized if the Client sent back a text message containing data required in the text messages sent by the Bank as per § 15.2 and § 15.3 below from their Primary Mobile Phone Number.

36. A consent to execute the payment transaction may also be given through the Recipient or the Recipient's provider.

37. If the Client has established a Card Repayment Order, it will be deemed that the Client’s consent has been given to execute all future transactions specified in the order.

38. Subject to Clauses 39, 42, 43 and 44 below, the Bank will start executing a Payment Instruction upon receiving it unless the Bank and the Client/ User have agreed that the execution of the Payment Instruction will commence on another day, as specified in the Payment Instruction.

39. If a Payment Instruction is received by the Bank on a day that is not a Business Day for the Bank or on a Business Day, but after cut-off times specified by the Bank in the Cut-Off Times List, such a Payment Instruction will be deemed received by the Bank on the first Business Day after such a day.
40. Where the authorization covers subsequent payment transactions, the withdrawal will cover all non-executed payment transactions, unless the Client reserved otherwise.

41. The Bank will not debit the Card Account before receiving a Payment Instruction.

42. In the case of Payment Instructions submitted by the Client/User via the Citibank Telephone Banking Service, the Bank may confirm such a Payment Instruction by telephone on its submission day or on the next Business Day using the contact telephone number specified by the Client/User - provided that the Client/User was notified of such a requirement when they were submitting the Payment Instruction. In such case, the Payment Instruction will be deemed accepted for execution after the above confirmation is received.

43. In the case of Non-Cash Transactions executed with a Card, a Payment Instruction will be deemed to be received upon the receipt by the Bank of the information (electronic settlement file) relating to the Transaction from the Payment Organization.

44. If the execution of a Payment Instruction is conditional on the acceptance of an application or a complaint submitted by the Client/User, the Payment Instruction will be deemed received on the day on which such application or complaint is accepted.

45. After the Statement is issued, the Client may repay the Outstanding Balance before the date indicated in the Statement. Such early repayment, subject to Clause 48 below, will be counted towards the Outstanding Balance. The Client will not be obliged to pay any interest on the repaid Outstanding Balance after its repayment before the due date provided in the Statement.

46. The Client may repay the Outstanding Balance or any part thereof by means of a Repayment Order, Transfer Order, Internal Transfer Order, SEPA Transfer Order and a Transfer Order in Foreign Currency, by Cash Payment at Branches or ATMs designated by the Bank. The outstanding balance repayment at an ATM or a Bank Branch is subject to a fee in accordance with the Table of Fees and Commissions. The Repayment Order will be executed by the Bank provided that one Business Day prior to the designated repayment day of the Outstanding Balance sufficient funds are available in the Bank Account from which the Repayment Order is to be executed.

47. The date of repayment of the Outstanding Balance is deemed to be the date of crediting the Card Account. The Bank will promptly settle any repayments of the Outstanding Balance.

48. Subject to Clause 49 below, any amounts paid or obtained by the Bank in connection with the Agreement will be counted towards the Outstanding Balance shown in the Statement, in the following order:
   a) principal and interest installments under the Plan and interest;
   b) fees and commissions;
   c) Outstanding Balance under Cash Transactions, subject to Clause 50 below;
   d) Outstanding Balance under Non-Cash Transactions, subject to Clause 50 below.

49. Any amounts credited to the Card Account due to returned Transactions will not be deemed to be repayment of the Outstanding Balance shown in the Statement. The amounts of returned Transactions will be deducted only from the current Outstanding Balance on the Card.

50. If the Card Account records Transactions bearing different interest rates, the Outstanding Balance under Cash and Non-Cash Transactions bearing a lower interest rate will be repaid first.

51. In the case of Cards issued in co-operation with external partners, the Bank may translate the amounts of selected Non-Cash Transactions into additional benefits in the form of bonus points or miles under the loyalty programs of the external partners specific to the particular Card types. The amounts of the Transactions will be translated at least once a month by dividing the amount of the Transaction by the ratio set by the Bank and published on the Bank's website at www.online.citibank.pl in the relevant terms and conditions of loyalty programs and in promotional materials available at Branches.

52. The specific rules of granting benefits referred to in Clause 51 above and other rights of the Client holding a Card issued in co-operation with external partners, in particular discounts under the loyalty programs of the external partners, are described in the relevant terms and conditions of loyalty programs, on the Bank's website at www.citibank.pl www.online.citibank.pl www.citibrabaty.pl and in promotional materials available at Branches.

53. The Bank will announce any changes in the rules of granting benefits referred to in Clause 51 above in a manner provided for in the terms and conditions valid for a given loyalty program.

54. Following the issuance of the first Card of a given type, the Bank transmits to the external partner, arranger of the loyalty program, the Client's Personal Data in compliance with the Client's information and consent contained in the Application for the issuance of the payment card – Citibank Credit Card that are required for participation in such a loyalty program. According to the terms and conditions of a given loyalty program, the Client will notify all changes in their personal data directly to the arranger of such a loyalty program in the manner specified by such arranger.

55. The burden of proving that the Transaction has been authorized and correctly recorded in the Transaction system and has not been affected by a technical breakdown or any other deficiency related to a payment service provided by the Bank, lies with the Bank.

§ 8

1. The Card Account is not a deposit account. The Client is not authorized to keep funds in the Card Account. The Client will reimburse the costs of overpayment in the Card Account in keeping with the Table of Fees and Commissions.

2. In the case of an overpayment on the Card the Bank will be obliged to return it, and the Client will indicate the method of returning it without delay. The Client may indicate the method of returning the overpayment at a Branch, via the Citibank Telephone Banking Service, via Citibank Online using the tab 'Contact' or in writing by mail. An overpayment return instruction placed via the Citibank Telephone Banking Service is free of charge.

3. Each Transaction reduces the available Credit Limit. Subject to § 9.3 and § 9.4 below, the Credit Limit is renewable and each repayment increases the available Credit Limit by the amount of such a repayment. The payments exceeding the amount of the Outstanding Balance do not increase the Credit Limit granted and bear no interest. Any Payments exceeding the amount of the outstanding balance will be allocated towards the repayment of the outstanding balance resulting from 'Comfort' Installment Payment Plan (if any is active in the Card Account), in the order of activation, starting from the oldest Plan.

4. The Bank reserves the right to refuse to return the overpayment in the case of:
   a) reasonable suspicion as to the authenticity of the instruction received by the Bank or the lack of clear indication of the account to which the overpayment is to be returned;
   b) reasonable doubt as to reliability of the identity document presented by the person placing the overpayment return instruction and failure to present, at the Bank's request, an additional identity document with a photograph;
   c) inability to determine the identity of the person giving a written overpayment return instruction.

5. The available Supplementary Card Credit Limit will be automatically renewed on a monthly basis, i.e. on the day following the issuance of a Statement (if the Outstanding Balance is repaid directly to the Card Account assigned to a Supplementary Card, the Supplementary Card limit will be renewed automatically, and the payment will be counted towards the Outstanding Balance of the Primary Card).

6. The Client will be obliged to control the amount of their current Outstanding Balance to the Bank. Should the Credit Limit be exceeded by the Client/User, the Client will be obliged to promptly repay the amount by which the Credit Limit has been exceeded.

Chapter V Changes in Amount of Credit Limit and Additional Credit Limit

§ 9

1. The Bank will have the right to reduce the Credit Limit or Additional Credit Limit if the Client fails to meet the conditions on which the credit has been granted or if the Bank, on the basis of assessment of objective information, establishes that the Client has lost their creditworthiness required for repayment of the credit in the amount of the Credit Limit. The Bank will notify the Client promptly in a letter about its decision to reduce the Credit Limit.

2. The Bank may raise the Credit Limit at the Client's request. The Client may reduce the Credit Limit. Any increase or decrease in the Credit Limit will be made under an Understanding.

3. The Bank may grant to the Client, at the Client's request submitted via the Citibank Telephone Banking Service, a Temporary Credit Limit Increase for a period of up to 45 days. The Temporary Credit Limit Increase will be made under an Understanding.
4. The Bank may grant to the Client, under an Understanding, a non-revolving Additional Credit Limit, which can be granted only in the form of an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN from the Card Account, which may be used for any purpose. The provisions of these Terms and Conditions that apply to the Credit Limit will accordingly apply to the Additional Credit Limit, for which the repayment, the accrual of fees, commissions and interest takes place under the ‘Comfort’ Installment Payment Plan, as set forth in Chapter XIII of these Terms and Conditions.

5. The Understanding regarding the amount of the Credit Limit or repayment terms will become effective after such terms are agreed on by the Bank and the Client and after the Bank issues a positive credit approval.

Chapter VI Fees, Commissions and Interest

§ 10

1. The Bank will be authorized to charge fees and commissions specified in the Table of Fees and Commissions as well as interest specified in the Interest Rates Table, applicable on the date of making of the Agreement. Such fees, commissions and interest rates may be subject to change in accordance with § 11 of these Terms and Conditions.

2. The Bank will charge an annual fee on the Client, in the amount and at intervals as specified in the Table of Fees and Commissions, and will include the same in the Statement made available to the Client.

3. The Bank will charge any due fees, commissions and interest by debiting the Card Account, also when the said debiting results in the granted Credit Limit being exceeded.

4. The Bank will accrue interest on amounts of all Transactions at the rate specified in the Interest Rates Table for each day, beginning from the date of posting the Transaction in the Card Account until the total repayment of the Outstanding Balance. Interest on Non-Cash Transactions will not be charged if the Outstanding Balance shown in the Statement is repaid before the lapse of the time limit specified in the Statement, which may not be shorter than 26 days from the issuance of the Statement by the Bank. If the Minimum Amount Due is not repaid the aforesaid time, the Bank may commence a debt collection procedure. Interest on Cash Transactions is accrued regardless of full repayment of the Outstanding Balance shown in the Statement prior to the lapse of the time limit specified in the Statement.

5. The annual percentage rate, the total cost of credit and the total amount of all costs, fees and commissions may be subject to change and depend in particular on the amount of the Outstanding Balance, the interest rate, the fees and commissions rates as well as the Outstanding Balance’s due date and the type of Transactions giving rise to the Outstanding Balance.

§ 11

1. Interest accrued on the credit extended on the basis of the Agreement, subject to Clause 3, will be determined using a variable interest rate. The interest rate accrued on the credit extended under the Agreement made on or after 1 December 2018 equals the maximum interest rate determined in accordance with applicable laws, i.e. 10% as at the effective date of these Terms and Conditions. The interest rate accrued on the credit extended under the Agreement made on or before 30 November 2018 equals fourfold Lombard rate of the National Bank of Poland, set by the Monetary Policy Council, published by the National Bank of Poland. In the case of the Citibank World Elite MasterCard Ultime Credit Card, the interest rate on the credit may not exceed 20% per annum, subject to Clause 5.

2. The Bank will increase or decrease the interest rate accrued on the credit extended under the Agreement, after the interest rate applicable to the Agreement has been increased or decreased, respectively; such rate being the maximum interest rate in the case of the credit extended under the Agreement made on or after 1 December 2018 or the Lombard rate of the National Bank of Poland in the case of credit extended under the Agreement made on or before 30 November 2018. The Bank will increase or decrease the interest rate by the equivalent of the value of increase or decrease, respectively, of the maximum interest rate or fourfold the value by which the Lombard rate of the National Bank of Poland has been increased or decreased on the first day on which the new interest rate takes effect.

3. The Bank may agree with the Client, under an Understanding, on an individual interest rate for the ‘Comfort’ Installment Payment Plan, which may be either fixed or variable. The variable interest rate accrued on the ‘Comfort’ Installment Payment Plan opened on or before 1 December 2018 equals the maximum interest rate determined in accordance with applicable laws, i.e. 10% as at the effective date of these Terms and Conditions. The variable interest rate accrued on the ‘Comfort’ Installment Payment Plan opened on or before 30 November 2018 equals fourfold Lombard rate of the National Bank of Poland.

4. The Bank will increase or decrease the interest rate accrued on the ‘Comfort’ Installment Payment Plan, after the interest rate applicable to the ‘Comfort’ Installment Payment Plan has been increased or decreased, respectively; such rate being the maximum interest rate in the case of ‘Comfort’ Installment Payment Plans opened on or after 1 December 2018 or the Lombard rate of the National Bank of Poland in the case of ‘Comfort’ Installment Payment Plans opened on or before 30 November 2018 on the first day on which the new interest rate takes effect, with the interest rate increase or decrease equal to a relevant multiple of the value by which the Lombard rate was changed, in accordance with the Understanding.

5. The Bank will inform the Client about a change in the interest rate, by publishing such information in the Statement and on the Bank’s website.

6. The interest rate accrued on the credit may not be higher than the total of WIBOR 6M interest rate and 25 percentage points. If the maximum interest rate determined in accordance with the applicable laws is higher than the total of WIBOR 6M reference rate and 25 percentage points, the Bank will apply the lower amount.

7. The maximum interest rate on the credit must not exceed the limit allowed by law.

8. The Bank will be entitled to change the Table of Fees and Commissions by increasing existing or adding new fees and commissions. The notification of a change will be effected not later than within 6 months from the occurrence of any of the following circumstances:

   a) introduction of new services or a change in the range of existing services for the purpose of due performance of the Agreement, in keeping with the rules set forth in the Agreement, with the amendments to the Table of Fees and Commissions referring exclusively to new or modified services;

   b) an amendment to existing or adoption of new laws, recommendations, instructions or guidelines issued by supervisory authorities regarding performance of the Agreement in the scope of fees or commissions collected for state authorities, local government authorities or courts or in the scope of new activities or a new form of activities carried out by the Bank;

   c) increase in actual costs incurred by the Bank in connection with provision of a service under the Agreement or in the labor intensity of such service;

   d) inflation rate (an increase in prices of consumer goods and services) equaling at least 0.25%, for the previous calendar month, year on year, as published by the Central Statistical Office, provided that the change to any item in the Table of Fees and Commissions in such a case may not exceed 200% in relation to the previous value or constitute a cost increase by more than 200%. The Table of Fees and Commissions will be amended once a quarter or less frequently.

9. The restriction of a change to a cap of 200% in relation to the past value, as referred to in individual Sections of Clause 6, will not apply to cases where new positions are added to the Table of Fees and Commissions or where the past fee was PLN 0.

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

11. The Bank will inform the Client about each and every change in any fees and commissions pursuant to the procedure specified in § 25.2 of the Terms and Conditions.

12. In the case of Transactions executed in the territory of the Republic of Poland or in trade with member states other than the Republic of Poland, the Client will pay fees payable to the Bank in accordance with the Agreement and the Recipient will pay fees provided in a relevant agreement made by the same with the Recipient’s provider if both the Bank and the Recipient’s provider or the only provider in the transaction operate(s) in the territory of a member state (SHA cost option).

Chapter VII Bank Statements, Fee Summary and Complaints

§ 12

1. The Bank will make a Statement available every month in electronic format in Citibank Online or, at the Client’s request, additionally in paper format. In the case of delivery of Statements in paper format, the Bank will charge fees as determined in the Table of Fees and Commissions.

2. Upon finding any incorrect balance in the Statement, the Client will immediately request the Bank to establish the correct amount of the Outstanding Balance. The Statement is not received after the lapse of a given monthly billing period, the Client will contact the Bank to inform it about the
The Bank informs the Client that they may opt for alternative dispute resolution procedures:

1. The Bank may respond to a grievance or complaint related to payment services provided by the Bank in a paper letter or, following an agreement:
   a) information allowing to identify a payment transaction and, where appropriate, the Recipient;
   b) information about the amount of the payment transaction in the currency in which the Client's payment account has been debited or in the currency in which the Payment Instruction has been submitted;
   c) information about all payment transaction fees and, where appropriate, specification of such fees, or information about interest payable by the Client;
   d) information about the currency exchange rate applied in the payment transaction by the Bank and the amount of the payment transaction after the currency translation, for payment transactions subject to currency translation;
   e) information about the value date applied when debiting the account or about the Payment Instruction receipt date.

2. The Bank may ask the Client to present any supplementary information and documents necessary to examine the grievance or complaint.

3. The Bank will prepare an additional paid Payment Transactions Summary on request of the Client.

4. The Bank accepts grievances and complaints from Clients in:
   a) written form – submitted personally at a Bank Branch during the working hours of the Branch or sent to the following address: Citi Handlowy, Departament Obslugi Reklamacji i Zapytani Klientow [Client Complaint and Inquiry Department], ul. Golestowna 6, Of.249-250 Warszawa;
   b) oral form – made by phone (a complaint submitted via the CitiPhone Telephone Banking Service is free of charge) or personally for the record during the Client's visit at a Bank Branch;
   c) electronic form – sent to the email address of the Bank, via Citibank Online after logging in using the tab “Contact the bank” and on the website www.citibank.pl, using the complaint form. The up-to-date contact details for submitting grievances and complaints are available on the Bank's website (www.citibank.pl).

5. Upon the Client’s request, the Bank will confirm the receipt of a grievance or complaint in writing or otherwise as agreed with the Client.

6. The Bank may submit a grievance or complaint through an attorney holding a power of attorney in written form certified by a notary, in the form of a notarial deed or granted by the Client at a Bank Branch in ordinary written form in the presence of an employee of the Bank.

7. To facilitate and expedite thorough examination of the grievance or complaint by the Bank, it should be submitted immediately after the Client becomes aware of any reservations, unless this circumstance has no impact on the manner of handling the grievance or complaint.

8. The Bank may ask the Client to present any supplementary information and documents necessary to examine the grievance or complaint.

9. To enable quick and effective examination of the grievance or complaint, it is recommended that the grievance/complaint contain: the first name and surname, the SEDRIS number or the number of the identity document, a description of the event to which it refers, an indication of the reported negligence, the name of the employee dealing with the Client (or circumstances enabling his/her identification), and in the case of incurring a loss - a precise indication of the Client's claim resulting from the irregularities, a signature consistent with the specimen signature card held by the Bank.

10. The Client will be informed about the results of the grievance or complaint examination process without undue delay, but not later than within 30 days of receiving the complaint by the Bank. For complaints related to payment services provided by the Bank, starting from 15 November 2018 the Bank will respond to a complaint within 15 business days from the date of receiving the complaint.

11. In particularly complicated cases which make it impossible to examine the grievance or complaint and respond to it within the periods referred to in Clause 18 above, the Bank will send a notification to the Client where it will:
   a) explain the reasons for the delay;
   b) indicate the circumstances that need to be determined to examine the case;
   c) specify the expected time for examining and responding to the grievance or complaint, which may not exceed 60 days from the date of receiving the grievance or complaint not related to payment services provided by the Bank or, starting from 15 November 2018, 35 business days from the date of receiving the complaint in the case of complaints related to payment services provided by the Bank.

12. The Bank may respond to a grievance or complaint not related to payment services provided by the Bank:
   a) in a paper letter sent to the current mailing address of the Client;
   b) using any other durable data carrier, i.e. a text message sent to the Client’s phone number communicated to the Bank;
   c) upon the Client’s request - by email to the Client’s email address communicated to the Bank;
   d) via Citibank Online – as a copy of a message sent at the same time in the manner set forth in letter a), b) or c).

13. The Bank may respond to a grievance or complaint related to payment services provided by the Bank in a paper letter or, following an agreement with the Client, using any other durable data carrier.

14. The Bank hereby informs its Clients that:
   a) the Bank’s operations are regulated by the Polish Financial Supervision Authority;
   b) the Client has the right to turn to the Financial Ombudsman for help;
   c) the competent authority in charge of consumer protection is the President of the Office of Competition and Consumer Protection.

15. The Bank informs the Client that they may opt for alternative dispute resolution procedures:
   a) before the Banking Arbitrator at the Polish Banks Association, in accordance with the Consumer Arbitration in Banking Rules, which are available as a separate document dated on the following website: www.zbp.pl/arbitr, where the account in dispute does not exceed PLN 12,000, based on a written or electronic application of the Client with one of the following enclosures: a document confirming that the claim proceeding at the Bank has been closed or the Client's statement that they have not received any reply to their claim from the Bank within 30 days of its submission;
   b) before the Financial Ombudsman, on the terms specified in the Act of 5 August 2015 on Examining Complaints by Entities of the Financial Market and on the Financial Ombudsman, upon the Client's application filed if their claims have not been accepted by the Bank. The Financial Ombudsman's website is available at: http://f.gov.pl/;
1. The Client/User will be obliged to exercise due diligence in protecting the Card against loss or destruction and in protecting the User Name and the Identification Code against disclosure.

2. Neither the Card, nor the User Name may be kept together with the Identification Code.

3. The Card, the User Name and the Identification Code must not be made available to any third parties, and, in particular, they must not be made available for the purpose of effecting a Transaction or effecting a Payment Instruction at the CitiPhone Telephone Banking Service, Citibank Online or at a Branch.

4. The Card's number may be disclosed only for the purpose of executing Transactions in accordance with the provisions of the Agreement or of reporting that the Card has been lost, stolen or damaged.

5. Any disclosure of the Identification Code to a third party should be promptly reported to the Bank for the purpose of changing such a code.

6. The Client/User will be obliged to promptly report that the Card has been lost or damaged via Citibank Online, CitiPhone Telephone Banking Service or at a Branch. The report referred to in the previous sentence is free of charge for the Client.

7. The following persons are authorized to report that the Card has been lost or damaged or to report the disclosure referred to in Clause 6 above:
   a) Client – as regards the Primary Card and Supplementary Cards as well the Identification Codes assigned by themselves; and
   b) User – as regards the Supplementary Card and the Identification Codes assigned by themselves.

8. The Bank will block the Card promptly upon it being reported lost.

9. Once the Card has been blocked, the Bank will issue a new Card unless the person having the Card blocked instructs the Bank otherwise.

10. Should the previously blocked Card be recovered, the Client/User will be obliged to destroy the Card immediately. The Card should be destroyed so that any further use of it is prevented.

11. The Client will be charged with any Transactions made by persons to whom the Client/User has made the Card available or has disclosed the Identification Code, subject to the provisions below.

12. In addition to the coverage afforded under generally applicable laws, the Card will be subject to free coverage under Transactions comprising:
   a) extended liability of the Bank as defined in Clause 15 below;
   b) early warning system (protecting the Client/User against unauthorized use of the Card).

13. Subject to Clauses 14 and 15, the Client will be liable for any unauthorized Transactions up to the Polish zloty equivalent of EUR 50, to be calculated at the average exchange rate published by the NBP as applicable on the day of execution of the Transaction if such an unauthorized Transaction is the effect of:
   a) using the Card or another Payment Instrument that was lost or stolen by the Payer; or
   b) appropriation of the Card or another Payment Instrument.

14. The Client will not be held liable for unauthorized Transactions on terms referred to in Clause 13 above and in the amount provided therein if:
   a) the Client has been unable to find that the Card or any other Payment Instrument was lost, stolen or appropriated before execution of the Transaction, except where the Client acted intentionally, or
   b) the Card or any other Payment Instrument has been lost before execution of the Transaction as a result of an action or inaction of an employee, agent or Branch of the Bank or its provider of technical services supporting payment services, where the same does not take possession of funds subject to payment transactions.

15. The Client will be liable for any unauthorized payment Transactions in their full amounts if the Client deliberately caused such Transactions to happen or was in breach of the rules of use of the Card, CitiPhone Telephone Banking Service, or Citibank Online as set forth in this Agreement, due to their willful misconduct or gross negligence, or failed to promptly notify the Bank of any case where the Card, CitiPhone Telephone Banking Service, or Citibank Online was lost, stolen, appropriated or used without authorization or where unauthorized access to the Card or Identification Code, CitiPhone Telephone Banking Service, or Citibank Online occurred.

16. The Client covered by the Concierge Service acknowledges that, in order to handle complaints described in the “Terms and Conditions of Concierge Services”, the Bank has to provide to an external company delivering the Concierge Service the personal data necessary to process the complaint made by the Client.

1. The Bank reserves the right to block a Card and access to Citibank Online or Citi Mobile:
   a) in justified cases relating to the security of the Card or Citibank Online;
   b) in connection with the suspicion of unauthorized use of the Card or an intentional action aimed at causing the execution of an unauthorized Transaction; or
   c) if there is increased risk that the Client may lose their creditworthiness required for a given Card (only the possibility of making transactions will be blocked).

2. The Bank will notify the Client/User that the Card will be blocked via Citibank Online before it is blocked, and if it is impossible – in writing or via the CitiPhone Telephone Banking Service or Citibank Online promptly after it is blocked. The Bank will not notify the Client that the Card or Citibank Online has been blocked if the delivery of such information about the block is unreasonable due to security considerations or prohibited under separate regulations.

3. The Bank will unblock the Card or replace the Card if the reason of blocking ceased to exist.

1. The Bank hereby informs its Clients that:
   a) it will contact the Client/User via telephone, SMS messages, MMS messages (in the case of marketing communications), e-mail messages or electronic messages available with at Citibank Online, in particular with regard to matters related to the execution of the Agreement, in situations related to problems with execution of Client’s/User’s instructions, with security of Client’s funds, or in the process of complaint management;
   b) communication with the Client via SMS messages, including under the CitiAlerts service, is effected in cooperation with a telecommunications company;
   c) telephone conversations with the Bank are recorded through electronic data carriers and may be used as evidence;
   d) granting third parties access to a mobile phone or electronic mail, to which SMS messages or e-mail messages are sent may enable these parties to obtain information constituting banking secrecy or to make statements on behalf of, and on account of the Client.

2. In the case, where Understandings are made through SMS messages, the making of an Understanding will be effected through the exchange of SMS messages, initiated by the Bank through sending an SMS message to the Primary Mobile Phone Number of the Client, containing the following:
   a) Bank's offer that lays down terms and conditions on which the Client may use services offered by the Bank, in particular services set forth in § 9 and § 20 of the Terms and Conditions;
   b) Client's acceptance of the terms and conditions of the services sent by the Bank.

3. The Client will confirm the acceptance, referred to in Clause 2(b) above by sending back a return SMS message from the Primary Mobile Phone Number, containing data required in an SMS message sent by the Bank, as per Clause 2(a) above.

4. The Client/User will assume the obligation to secure the access to the mobile phone or the electronic mail (e-mail) provided to the Bank for correspondence.
5. The Client will be obliged to forthwith notify the Bank each time about any changes in their Personal Data, changes of phone numbers and addresses, including electronic mail addresses, as well as about the change of their source of income and a material deterioration of the Client’s financial standing.
6. The User and the Client will be obliged to notify the Bank forthwith each time of any changes in the Personal Data of the User, and in particular of a change of phone numbers.
7. In the case of undue performance or non-performance by the Client of their obligation under the Agreement to notify the Bank forthwith of any changes of their Personal Data, the Bank may take steps aimed at causing the said Data to be updated.

Chapter X CitiPhone Telephone Banking Service and Citibank Online

§ 16

1. The Bank will provide the Clients/Users with 24/7 access to Citibank Online and the CitiPhone Telephone Banking Service. The use of the CitiPhone Telephone Banking Service via a Consultant will be subject to a fee as per the valid Table of Fees and Commissions. Every paid connection with a Consultant involves activation of the service under the CitiPhone Telephone Banking Service and thus the fee for the use of the CitiPhone Telephone Banking Service by the Client will be charged. If there are problems with Citibank Online and in cases specified in the Terms and Conditions, the blocking of the credit card is free of charge and will not activate the fee for the use of the CitiPhone Telephone Banking Service.
2. The Client may renounce the use of the CitiPhone Telephone Banking Service at any time and reactivate it at any time.
3. To be able to use the CitiPhone Telephone Banking Service, the Client/User must have a touch-tone telephone set and establish connection with the relevant number specified by the Bank.
4. The Client/User chooses and changes their CitiPhone PIN via CitiPhone. The information concerning the assignment and each change of CitiPhone PIN will be sent to the Client in the form of SMS messages to their Primary Mobile Phone Number and by email to the Primary Electronic Mail Address.
5. The Bank provides the Clients/Users with 24/7 access to Citibank Online. Citibank Online will be activated upon issuance of the Payment Card (Card).

By means of the CitiPhone Telephone Banking Service, Citibank Online, the Client/User may in particular:
- obtain information about the balance and transactions in the Card Account;
- execute Transactions;
- transfer Transactions into the ‘Comfort’ Installment Payment Plan (solely the Client);
- issue other instructions defined by the Bank.

7. By means of the Interactive Voice Responder the Client may in particular:
- check the outstanding balance;
- check the limit of funds available on the Credit Card;
- check the last 10 Transactions on the Credit Card;
- repay the outstanding balance on the Credit Card (if they hold a bank account with Bank Handlowy w Warszawie S.A.);
- check their 4-digit PIN or CitiPhone PIN.
8. The Client/User may not provide illegal content using the Citibank Online or the CitiPhone Telephone Banking Service or use them in a manner contrary to its social and economic purpose or principles of community life.
9. The Bank hereby informs its Clients that the use of their electronic mail, or online data transmission methods, entails risk of unauthorized access to provided data in the case of their acquisition, altering the content of the data being sent, loss of confidential nature of the data being provided, or delays in sending data, resulting from a failure of transmission systems or their inefficiency as well as other negative effects beyond the Bank’s control.
10. In special cases that influence the security or stability of the system used, the Bank will have the right to carry out maintenance works that may hinder or disable the Client from using Citibank Online during the period when they are carried out. The dates of the works and their estimated duration will be published in due advance at www.citibank.pl or at other websites of the Bank prior to the commencement of the works.
11. In the case of a block or maintenance works related to Citibank Online, the Client may establish the correct Outstanding Balance amount via the CitiPhone Telephone Banking Service or at a Branch of the Bank. In the case of a block or maintenance works related to Citibank Online, the use of the CitiPhone Telephone Banking Service is free of charge.
12. In order to use Citibank Online and Citi Mobile, the Client needs appropriate devices, hardware and software, including:
- access to a computer or another device with an operating system supporting popular web browsers, e.g. Internet Explorer, Google Chrome, Mozilla Firefox;
- enabled cookies and javascript (the device configuration manual is available on the website www.citibank.pl);
- enabled TLS 1.0 and 1.1;
- Adobe Acrobat Reader version 9.0 or newer installed to handle PDF files;
- internet connection with the data transfer speed of at least 128 kbps for a single workstation;
- http (80) and https (443) ports open.
13. The manner of operation and the use of Citibank Online is described in the relevant user manuals available on the Bank's websites. The manuals referred to in the preceding sentence provide for the specific rules of electronic identification of the Client or User and the Client's/User's rules of procedure in connection with access to the Card Account via Citibank Online.
14. The Client and the User is obliged to keep confidential all information the disclosure of which may render the mechanisms ensuring security of the transactions ordered via the CitiPhone Telephone Banking Service and Citibank Online ineffective, in particular the Identification Code.
15. If the Client/User discloses the information referred to in Clause 14 above to third parties and if such third parties execute any operations via Citibank Online, the said operations will be charged solely to the Client, subject to the provisions of § 13 above.
16. The Client undertakes to use CitiPhone Telephone Banking Service and Citibank Online in accordance with applicable laws, including these Terms and Conditions. Any use of CitiPhone and Citibank Online in breach of law may serve as the basis for termination of the Agreement, in accordance with § 21.2 below.
17. The Bank affirms that it will provide the Client/User with computer programs and files necessary for the purpose of using Citibank Online.
18. In case of doubts concerning the authenticity or credibility of information regarding correct and safe use of online payment services, the Client should confirm the authenticity and credibility of such information on the basis of information published on the Bank's website (https://www.online.citibank.pl/polish/services/Bezpiecenstwo.htm) or contact the Bank via the CitiPhone Telephone Banking Service.
19. When logging in to Citibank Online, the Client should use hardware protected with a firewall, which helps to protect the computer against online attacks.
20. When logging in to Citibank Online and Citi Mobile, the Client should use hardware with up-to-date versions of the following software installed:
- anti-virus software;
- operating system; and
- web browser.
21. The Client should not open or reply to e-mails in which they are asked to provide their personal data or Identification Codes. Such cases should be reported to the Bank.
22. The Client should not open suspicious links or attachments of unknown origin received in e-mail, SMS and MMS messages.
23. Neither the Bank nor its employees ask Clients to provide:
- Identification Codes;
- the CVC2 number placed on the Credit Card’s reverse;
- Authorization Codes.
24. When logging in to Citibank Online or Citi Mobile, the Bank will not ask Clients to provide the telephone type, telephone number and will not instruct Clients to install software or certificate on their phones or other devices.
25. The Bank will publish current information on the security procedures that affect the Client in respect to provision of payment services by the Bank, principles of correct and safe use of Citibank Online and Citi Mobile and online payment services, as well as warnings against significant threats related to the use of e-banking or mobile banking services, or security incidents using messages in the Citibank Online service, available after logging in, and on the website indicated in Clause 34. The Bank may additionally inform the Client about the publication of important information at Citibank Online by sending a message to the Client's Primary E-mail Address. The Bank will notify of a fraud or suspected fraud using the SMS Notification service or by telephone. The Bank seeks to raise the Client's awareness about security risks related to payment services and for that purpose it supports and gives advice on security risks related to payment services, including all irregularities related to security matters. The Client may request the Bank for support and advice using communication channels referred to in Clause 30 below.

26. If the device (e.g. computer, tablet, telephone or similar device) used by the Client for Citibank Online is lost, stolen, appropriated or used or accessed by an unauthorized person and if the circumstances justify a suspicion that the security of the Payment Instrument has been infringed, the Client should report that promptly in order to block the Payment Instrument in the CitiPhone Telephone Banking Service at (+48) 22 692 24 84 or at a Branch. The report referred to in this Clause 26 is free of charge for the Client.

27. The Bank will apply measures to secure against operational risks and security risk of the Bank's payment services. The security risk may be related to inadequate or unreliable procedures or external events that could affect the security of the Client's financial interests, the Bank will:
   a) notify the Clients who use the Bank's payment services about the incident without undue delay; and
   b) inform the Client about available measures that may be taken to mitigate negative effects of the incident and, in so far as it is possible, will take actions to mitigate negative effects of the incident.

28. The incident, as referred to above, means any unexpected event or series of events with an adverse effect on integrity, availability, confidentiality, authenticity or continuity of payment services provided by the Bank or with a significant likelihood that there will be such an effect.

29. Depending on the nature and criticality of the aforesaid incident, the Bank will contact the Client via:
   a) CitiPhone Telephone Banking Service;
   b) Citibank Online or Citi Mobile;
   c) Bank's website (www.citihandlowy.pl).

30. The Bank may also use other communication channels in order to ensure effective communication with the Client.

31. The Bank will inform the Client about unsuccessful attempts made to the Card Account or about attempts or unsuccessful attempts to make a payment transaction via Citibank Online or the SMS Notification service.

32. If the device (e.g. computer, tablet, telephone or similar device) used by the Client for Citibank Online is lost, stolen, appropriated or used or accessed by an unauthorized person and if the circumstances justify a suspicion that the security of the Payment Instrument has been infringed, the Client should report that promptly in order to block the Payment Instrument in the CitiPhone Telephone Banking Service at (+48) 22 692 24 84 or at a Branch. The report referred to in this Clause 26 is free of charge for the Client.

33. The Client may lodge a complaint about the security of payment services provided by the Bank.

34. The Bank will regularly inform the Client about security procedures that affect the Client with respect to payment services provided by the Bank. Information about security procedures is available at the following link: https://www.online.citibank.pl/polish/services/Bezpieczenstwo.htm

35. The Client is obliged to act in compliance with recommendations and information provided by the Bank with regard to the use of security measures in accordance with this § 16.

\section*{Chapter XI CitiaAlerts}

\section*{§ 18}

1. The Client may use the CitiaAlerts service. The CitiaAlerts service consists in sending text messages, under the SMS Notification service, or electronic messages (e-mails) to the Client to the Primary Mobile Phone Number or Primary Electronic Mail Address, containing the information specified by the Client during activation or confirmation of modification of CitiaAlerts settings, such as, for instance:
   a) balance on the Card Account;
   b) details of repayments of the Outstanding Balance.

2. CitiaAlerts settings may be activated, modified or deactivated, including the possibility to indicate the account to be debited with the service fee, upon logging into Citibank Online (excluding Citi Mobile) or at Branches.

3. Depending on the type of the information transmitted, messages are sent on a daily basis or forthwith after the Bank receives information about the execution of a given transaction with the Primary Card.
Chapter XII Voluntary Insurance to the Card

§ 19

1. Until 31 March 2015, the Bank, acting as a policyholder, allowed its Clients to sign a group insurance agreement in order to use optional insurance products attached to the Card.

2. The detailed terms and conditions of insurance coverage for insurance products referred to in Clause 1 above offered by the insurance institutions cooperating with the Bank are specified in the relevant general terms and conditions of insurance and in the applicable terms and conditions of insurance coverage and the insurance fee amounts collected by the Bank are specified in the Table of Fees and Commissions.

3. From 1 April 2015 on, the Client may sign an insurance agreement with an insurance institution via the Bank which acts as an insurance agent pursuant to the agency agreement signed by the Bank and the insurance institution - in the scope of products currently offered to Card holders.

Chapter XIII 'Comfort' Installment Payment Plan

§ 20

1. The Bank may offer the Client or the Client may apply for the 'Comfort' Installment Payment Plan.

2. If the Client is allowed to use the Plan, the repayment of the Transaction covered by the Plan or the indicated amount up to the Basic Balance amount may be split into as many installments as agreed between the Bank and the Client, which are payable at the payment date of the Minimum Amount Due.

3. The Bank and the Client may agree, under an Understanding, on the terms and conditions of individual interest rates, repayment, fees and commissions under the Plan. If a variable interest rate is used, based on equivalent of the maximum interest rate determined in accordance with applicable laws or the Lombard rate of the National Bank of Poland, the provisions of § 11.1 to § 11.6 will apply.

4. The Client will have the right to place an instruction to change the number of installments. The modified number of installments is established depending on the Outstanding Balance covered by the Plan.

5. The Client will indicate a specific Transaction or an amount up to the Basic Balance amount that is to be covered by the Plan (before the payment deadline for the settlement of such a Transaction or Basic Balance).

6. Under the Plan, the Client will have a possibility to apply for the automatic splitting of Non-Cash Transactions that are posted on an on-going basis in the Card Account into installments, by indicating the minimum amount of Transactions subject to automatic splitting into installments as well as the number of installments.

7. In the case of an overpayment on the Card, the Non-Cash Transactions will not be automatically split into installments. Only the Non-Cash Transaction following the full settlement of the overpayment will be automatically split into installments.

8. The Bank will have the right to suspend the automatic spreading out of Non-Cash Transactions into installments when the Outstanding Balance is not repaid in a timely manner, until full settlement of the overdue amount.

9. The Client may agree with the Bank on the use of the Plan by making an Understanding by telephone or via Citibank Online or by accepting the Bank's offer, sent as a text message or an e-mail to the Primary Electronic Mail Address of the Client. An offer sent via a text message or e-mail is accepted in the following manner:
   a) sending back information required in the text message/e-mail message sent by the Bank regarding the offer, or
   b) confirming its acceptance on a dedicated website of the Bank, whose address / link is sent via a text message or an e-mail message; however, if the Plan requires an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN from the Card Account, the acceptance has to be confirmed by a password sent by the Bank to the Primary Mobile Phone Number of the Client.

10. The text message/e-mail message will contain the following information, depending on the type of the offer:
   a) 4 last digits of the number of the Card on which the service is to be performed;
   b) amount that the Client may transfer to the 'Comfort' Installment Payment Plan;
   c) number of installments;
   d) interest rate, with an indication whether it is variable or fixed;
   e) commission amount;
   f) administrative fee amount;
   g) monthly installment amount;
   h) account number to which the Internal Transfer Order in PLN or the Domestic Transfer Order in PLN is to be effected.

11. All installments under the Plan will be equal, apart from the first installment, which may cover a different amount, depending on how much time is left until the end of the settlement period. The Bank notifies the Client of the monthly Plan installment amount in the forthcoming Statement.

12. In the Plans to which a variable interest rate applies as per Clause 3 above, the installment amount will change in the case of an interest rate change. The Bank will notify the Client, in the forthcoming Statement or in the 'Comfort' Installment Payment Plan Schedule, of the changed interest rate under the Plan.

13. Using the Plan does not exclude the Bank's right to terminate the Agreement designated in § 21.2 of these Terms and Conditions.

14. Interest on the first Plan installment will be accrued from the Plan opening date to the forthcoming Statement date. The Plan's opening takes place by means of:
   a) the Client's instruction to split the Transaction or a certain amount up to the Basic Balance amount into installments;
   b) effecting of an Internal Transfer Order in PLN or a Domestic Transfer Order in PLN as part of the Additional Credit Limit or Credit Limit.

15. If the Client takes advantage of automatic spreading of transactions out into installments referred to in Clause 6 above, the Bank will inform the Client in the forthcoming Statement or in the 'Comfort' Installment Payment Plan Schedule about the amount of the installment applicable to each
of the Non-Cash Transactions covered by the Plan pursuant to the principles specified in Clause 5 above, about the interest rate and about the number of such installments.

16. The installments under the Plan will be treated as Non-Cash Transactions from the moment of their posting in the Card Account (which takes place on the day of Statement generation), thus increasing the Outstanding Balance shown in the Statement, and are subject to repayment and interest accruing in accordance with § 10.4 of these Terms and Conditions.

17. In the case of default on repayment of a principal installment under the Plan by the due date set in the Statement, the Bank will have the right to charge interest on the overdue principal installment at the rate determined in accordance with § 11.1 - § 11.6.

18. The use of the Plan does not change the amount of the Credit Limit, subject to § 9.4.

19. In the case of renouncement from or early repayment of the ‘Comfort’ Installment Payment Plan, the Client will pay the interest calculated on the basis of the interest rates applicable to the given Plan, and due for the period from the opening of the Plan until the date of renouncement or early repayment. In the event funds are deposited for the purpose of Plan renouncement or for its early repayment, while the Card still shows Outstanding Balance, the Client will notify the Bank via Citibank Online or over the phone of the purpose of such repayment and the change in its settlement option as set forth in § 7.48.

20. From the day of renouncement from the Plan or the day following the expiry of the notice period referred to in § 21.1 and § 21.2 of these Terms and Conditions, the Outstanding Balance under the Plan will bear interest in accordance with the principles set forth in § 11.1 to § 11.6.

21. In the case of the Client’s default, by the due dates specified in the Statement, on full repayment of the Minimum Amounts Due for a minimum of 4 settlement periods, the Plan will be closed, subject to Clause 22 below. From the day of closure, the Outstanding Balance will be subject to interest charged in accordance with principles set forth in § 11.1 to § 11.6. The above will not be to the detriment of the Bank’s right set forth in § 21.5 hereof.

22. In the case of termination of the Agreement referred to in § 21.1 and § 21.2 of these Terms and Conditions on the day following the period of notice applicable to the Agreement, subject to the provisions of § 21.9 of the Terms and Conditions, the Plan will be closed. From the Plan closure date, the Outstanding Balance under the Plan will be subject to interest as per the effective Interest Rates Table.

23. A User will not be authorized to issue any instructions relating to the Plan.

Chapter XIV Agreement Termination

§ 21

1. The Client may terminate the Agreement at any time upon 30-day notice by way of:
   a) a written notice of termination of the Agreement filed with the Bank at a Bank Branch;
   b) a written notice of termination sent to the Bank’s address, signed consistently with the Client’s specimen signature provided to the Bank.

2. The Bank may terminate the Agreement at any time upon 2-month notice, provided on a durable medium. If the termination is caused by:
   a) the Client’s failure to meet any of their obligations concerning the terms on which the credit was granted, as set forth in the Agreement;
   b) negative assessment of the Client’s creditworthiness

   the Bank will indicate the relevant reason in the notice of termination.

3. The termination of the Agreement by the Bank with respect to provisions applicable to rules of granting and using credits extended by the Bank is also a valid reason for termination of the Agreement by the Bank with respect to provision of payment services and the CitiPhone Telephone Banking Service and Citibank Online specified in § 16 above by the Bank.

4. The termination or non-renewal of the Card Agreement will trigger the expiration of any additional services upon the lapse of the notice period and results in the closure of the ‘Comfort’ Installment Payment Plan, including the Additional Credit Limit, if any.

5. In the case of termination or non-renewal of the Agreement, the Client will repay the Outstanding Balance in full on the day following the lapse of the period of notice, at the latest. If the Client fails to repay the Outstanding Balance in full within the set time limit, the Bank will be entitled to contractual interest charged on the full amount of Outstanding Balance for the period until the full repayment of the Outstanding Balance, at the rate specified in the Interest Rates Table in the item entitled “Interest rate charged on Non-Cash Card Transactions” in the case of default on timely and full repayment of the Outstanding Balance as well as the interest rate charged on the Cash Transactions and Fund Transfers from the Card” in force on the day following the lapse of the period of notice applicable to the Agreement.

6. For Transactions executed before, but posted on the Card Account after the end of the period of notice hereunder, the Client will be obliged to repay them by the date specified in the call to pay, which, however, must not be shorter than 7 Business Days.

7. During the period of the notice, the Client will be obliged to designate a bank account to the Bank for the purpose of crediting it with any overpayments in the Client’s Card Account.

8. If the notice period referred to in Clauses 1 and 2 expires on Saturday or a non-working day, the period of notice will be extended and expires at the end of the Business Day following that day.

9. The Agreement will expire upon the Client’s death.

Chapter XV Final Provisions

§ 22

1. In the cases provided for in the Banking Law Act and in the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010, the Bank passes the Clients’ personal data to:
   a) the Banking Register System kept by the Polish Bank Association with its registered office in Warsaw and to Biuro Informacji Kredytowej S.A. (Credit Information Bureau) having its registered office in Warsaw and, through their intermediation, to the financial institutions being subsidiaries of banks, in connection with liabilities arising under this Agreement. The said data may be processed by the aforesaid entities for up to 5 years after the expiry of the liability if the payment arrears under the Agreement exceed 60 days and after the occurrence of such circumstances at least 30 days have lapsed from the date when the Bank informed the Client about its intention to disclose such data;
   b) business intelligence bureaus – with regard to liabilities arising under agreements concluded with the Bank:
      - if their total value exceeds PLN 200, they are due for at least 30 days and at least one month has lapsed from a call to pay being issued to the Client;
      - where 10 years have not lapsed from the due date of the liability or 10 years have not lapsed from the date when the Bank informed the Client about its intention to disclose such data;
   c) entities referred to in Article 6a-6d of the Banking Law Act, including the ones to whom the Bank has commissioned the collection of their receivables.

2. The Bank is the personal data controller. The data is processed for the purpose of and to the extent necessary to provide services offered by the Bank and to ensure compliance of the Bank’s operation with applicable laws and regulations. Submission of data is voluntary.

3. The Bank wishes to advise that it may use data included in its internal databases as well as those acquired from generally accessible sources of information to the extent permissible under law in order to prepare an individual bank product offer and to manage its relationships with clients. Data subjects have the right to access and amend their data and to object to the processing of their data for marketing purposes as well as to withdraw consent to the processing of personal data pursuant to the Personal Data Protection Act.

4. The Bank may outsource the processing of personal data to entities to which it outsources activities required in order to conclude and perform a Card Agreement and which are fully controlled by the Bank to the extent required to protect personal data and bank secrecy. Personal data may be processed in foreign data processing centers of Citigroup (also, upon the consent of Inspector General for Personal Data Protection, in Singapore,
6. The Client will be obliged to present any factual circumstances indicating that the conditions referred to in Clause 5 above are met.

9. The rules of liability of the Bank specified in Clauses 1–8 apply to Transactions governed by the Payment Services Act.

7. The Client will not be entitled to a refund of the amount of an authorized Transaction initiated by the Recipient if:

5. The Client may demand from the Bank the return of the amount of an authorized Transaction initiated by or through the Recipient, in the case of:

31. If the Transaction is initiated by or through the Client as the Recipient, the Bank – as the provider of the Recipient – is liable to the Client for correct performance of the Transaction.

1. If a Payment Instruction is submitted directly by the Client/User, the Bank, unless it proves that the account of the Payment Services Provider of the Recipient was credited within the time limits specified in § 71 of the Terms and Conditions, will be liable toward the Client for non-performance or undue performance of the Transaction unless:

3. If the account of the Recipient was credited in accordance with the Unique Identifier provided to the Bank by the Client/User, the Bank will promptly restore the debited Card Account to the status that would have existed if the non-performance or undue performance of the Transaction had not occurred. The value date of crediting the payment account of the Client may not be later than the value date of debiting such an amount.

If the Client/user gave their consent to execute the Transaction directly to the Bank; and

b) the amount of the Transaction is higher than the amount the Client could expect, taking into account the type and value of previous Transactions with the Table of Fees and Commissions from the Client.

6. During the term of the Agreement, the Client will be obliged to promptly inform the Bank if the Client files a petition for bankruptcy or is declared bankrupt.

2. Any amounts due from the Bank in any currency, if they are to be disbursed in cash, may be disbursed only at the Bank in the territory of the Republic of Poland and the liabilities arising under the Agreement or other agreements made by the Bank and the Client, whose provisions invoke these Terms and Conditions, are governed by the Polish law.

§ 23

1. If a Payment Instruction is submitted directly by the Client/User, the Bank, unless it proves that the account of the Payment Services Provider of the Recipient was credited within the time limits specified in § 71 of the Terms and Conditions, will be liable toward the Client for non-performance or undue performance of the Transaction. If the provider of the Recipient is liable under this Clause 3, it will promptly make the amount of the payment transaction available to the Recipient or, where the Recipient uses the payment account, it will credit the payment account of the Recipient with a relevant amount in order to restore the payment account to the balance that would have existed if the non-execution or improper execution of the payment transaction had not occurred. The value date of crediting the payment account of the Recipient may not be later than the value date at which the amount would have been credited if the transaction had been made in a timely manner. If the payment transaction is executed with a delay, the payment services provider of the Recipient will ensure – on request of the payment services provider of the payer acting for the payer – that the value date of crediting the payment account of the Recipient is no later than the value date at which the amount would have been credited if the transaction had been made correctly.

3. If the account of the Recipient was credited in accordance with the Unique Identifier provided to the Bank by the Client/User, the Bank will promptly restore the debited Card Account to the status that would have existed if the non-performance or undue performance of the Transaction had not occurred. The value date of crediting the payment account of the Client may not be later than the value date of debiting such an amount.

If the Client/user gave their consent to execute the Transaction directly to the Bank; and

b) the amount of the Transaction is higher than the amount the Client could expect, taking into account the type and value of previous Transactions with the Table of Fees and Commissions from the Client.

6. During the term of the Agreement, the Client will be obliged to promptly inform the Bank if the Client files a petition for bankruptcy or is declared bankrupt.

2. Any amounts due from the Bank in any currency, if they are to be disbursed in cash, may be disbursed only at the Bank in the territory of the Republic of Poland and the liabilities arising under the Agreement or other agreements made by the Bank and the Client, whose provisions invoke these Terms and Conditions, are governed by the Polish law.

§ 24

1. If a Payment Instruction is submitted directly by the Client/User, the Bank, unless it proves that the account of the Payment Services Provider of the Recipient was credited within the time limits specified in § 71 of the Terms and Conditions, will be liable toward the Client for non-performance or undue performance of the Transaction. If the provider of the Recipient is liable under this Clause 3, it will promptly make the amount of the payment transaction available to the Recipient or, where the Recipient uses the payment account, it will credit the payment account of the Recipient with a relevant amount in order to restore the payment account to the balance that would have existed if the non-execution or improper execution of the payment transaction had not occurred. The value date of crediting the payment account of the Recipient may not be later than the value date at which the amount would have been credited if the transaction had been made correctly.

3. If the account of the Recipient was credited in accordance with the Unique Identifier provided to the Bank by the Client/User, the Bank will promptly restore the debited Card Account to the status that would have existed if the non-performance or undue performance of the Transaction had not occurred. The value date of crediting the payment account of the Client may not be later than the value date of debiting such an amount.

If the Client/user gave their consent to execute the Transaction directly to the Bank; and

b) the amount of the Transaction is higher than the amount the Client could expect, taking into account the type and value of previous Transactions with the Table of Fees and Commissions from the Client.

6. During the term of the Agreement, the Client will be obliged to promptly inform the Bank if the Client files a petition for bankruptcy or is declared bankrupt.

2. Any amounts due from the Bank in any currency, if they are to be disbursed in cash, may be disbursed only at the Bank in the territory of the Republic of Poland and the liabilities arising under the Agreement or other agreements made by the Bank and the Client, whose provisions invoke these Terms and Conditions, are governed by the Polish law.

§ 25

1. The Bank will be authorized to unilaterally amend the Agreement, including these Terms and Conditions, exclusively due to important reasons, in the case of:

a) an amendment to or introduction of new laws and regulations applicable to the banking and/or financial sector or an amendment to any recommendations, guidelines or good practices by any financial supervision authority of or an institution connected with the banking sector affecting mutual rights and obligations of the parties to the Agreement;
b) a change in the scope or a manner of rendering services, to which the provisions of these Terms and Conditions apply, by introducing new products or withdrawing existing services or changing their character, provided that the change does not infringe the Client's interests.

2. If any provisions of the Agreement or its integral appendices are amended, unless the Agreement or the Terms and Conditions provide otherwise, the Bank will provide the information on the amendments made in a paper letter or on any other durable data carrier to the last correspondence address or to the last Primary Electronic Mail Address indicated by the Client or via Citibank Online no later than two months prior to the effective date of such new provisions. In such a case, before the proposed effective date of the amendments, the Client will have the right to terminate the Agreement free of charge as of the day on which the Client was provided with information about the amendments but no later than on the effective date of such amendments. Unless the Client terminates the Agreement or makes an objection in accordance with the above procedure, it will be deemed that the Client has accepted the relevant provisions of the Agreement in their new wording. In such a case the Agreement will expire on the day preceding the effective date of such proposed amendments. Unless the Client terminates the Agreement or makes an objection in accordance with the above procedure, it will be deemed that the Client has accepted the relevant provisions of the Agreement in their new wording.

3. If any provision of these Terms and Conditions is found to be unlawful or invalid, this will have no effect on the application of the remaining provisions of these Terms and Conditions.

4. In the case of any discrepancy between these Terms and Conditions and the Agreement, the Parties will be bound by the provisions of the Agreement.

5. Any Understanding connected with the Agreement must be made in writing, otherwise being null and void, provided that 'in writing' also means any forms considered by law as equivalent to 'in writing', especially the electronic form as set forth in Article 7 of the Banking Law Act of 29 August 1997. If any amendments are introduced by means of communications via the CitiPhone Telephone Banking Service, the Client will have the right to hear telephone calls implementing such amendments and to receive copies of such recordings.

6. These Terms and Conditions are issued by the Bank in accordance with Article 109 of the Banking Law Act and are binding upon the Bank and the client in accordance with the principles provided for in Article 384 et seq. of the Civil Code.

§ 26

1. The language used in relations between the Bank and the Client is Polish. The Client will be entitled to request that the Understanding be made in English. The governing law which is the basis of relations between the Bank and the Client before the Agreement is made and governing law applicable to the execution and performance of the Agreement is the Polish law.

2. As long as the Agreement is in force, the Client will be entitled to request, at any time, the provisions of the Agreement and information on the Card Account and executed Transactions to be made available to the Client in paper format or on any other permanent information carrier.

3. Any matters not regulated under the Agreement will be governed by these Terms and Conditions and by other laws generally applicable in the territory of the Republic of Poland.

These Terms and Conditions take effect on and are binding from 8 August 2018.