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 SA provide for conditions of issuance of Citibank Credit Cards by Bank Handlowy w Warszawie S.A. and terms of their usage, including card Transactions.

Chapter I
General Provisions
§ 1

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

1) **Interactive Voice Responder** – a functionality of the telephone banking service that enables the user to receive information and to execute a majority of operations on the Card without a Relationship Manager's involvement;

2) **Transaction Authorization** – consent by the Client/User to execute a Transaction by the Card or to be debited to the Card Account in the form and under the procedure provided for in these Terms and Conditions;

3) **Bank** – Bank Handlowy w Warszawie S.A. having its registered office in Warsaw, 16 Senatorska Street, 00-923 Warsaw, entered in the register of entrepreneurs of the National Court Register by the District Court of for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under No. KRS 0000001538; NIP (Tax ID) 526-030-02-91; share capital of PLN 522,638,400, paid up in full, e-mail address: listybh@citi.com, website: www.citihandlowy.pl

4) **CitiAlerts** – a service of sending short text messages (SMS) and/or e-mail messages to the Clients referring to selected products offered by the Bank together with such service;

5) **Citibank Online/E-banking service** – the Citibank Online e-banking service constituting a channel of access to the information about the Card Account and enabling submission of instructions or submission of statements and representations provided for in the Agreement or Terms and Conditions via the Internet;

6) **Citi Mobile** – the Citi Mobile – 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/Telephone banking service** – a service of access to the Card Account that enables the Client to obtain information on the Card Account or to submit instructions or statements and representations provided for in the Agreement or Terms and Conditions by telephone;

8) **CitiPhone PIN** – a Client’s/User’s identification code for the purpose of verification of his or her identity via CitiPhone;

9) **CVV2/CVC2** – a three-digit number placed on the Card's reverse used to authorize transaction during payment transactions without the Card's physical use, in particular to carry out orders placed by post, telephone or Internet transactions;

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 to 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 the IT system or on paper media;

12) **Additional Credit Limit** – the maximum amount of the authorized Outstanding Balance under the Card Account, resulting from the signed Understanding, used and repaid in accordance with § 9.7 of the Terms and Conditions, denominated in Polish zlotys (PLN), agreed by the Bank with the Client on a case by case basis;

13) **Payment Services Provider** – a payment services provider within the meaning of the Payment Services Act of 19 August 2011 (Journal of Laws of 2011, No. 199, item177);

14) **E-PIN** – an identification code used to gain access to the Statement in electronic format, which is sent to the Primary E-mail Address designated by the Client;

15) **FotoKasa** – a tool available in the CitiMobile application; it allows for reading information from a special two-dimension code (QR code) with the camera in a mobile phone and, on that basis, for executing transfers with the use of the application;

16) **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;

17) **Primary Mobile Phone Number/Primary Mobile Number** – the primary mobile phone number designed by the Client/User for the purpose of contact with the Bank, which is used to provide additional services, including CitiAlerts, 3D Secure, E-PIN, Authorization Code, Incoming Call Identification;
21) Card – a Citibank Credit Card issued by the Bank, i.e. a Primary or Supplementary Card, respectively, together with Contactless Media, if any, 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;

22) Supplementary Card – a Card issued to a User;

23) Primary Card – a Card issued to the Client;

24) Client – a person possessing full legal capacity who has entered into the Agreement with the Bank and carries out Transactions in his name and for his benefit for the purpose not connected directly with his or her business or professional activity, being a consumer within the meaning of Article 22 of the Civil Code of 23 April 1964 (Journal of Laws of 1964 No. 16 item 93, as amended, hereinafter the ‘Civil Code’) who is a holder of Primary Card issued to the Account Card;

25) Authorization Code – a one-time code used to authorize Transactions/operations carried out by the Client/User on Citibank Online;

26) Identification Code – confidential identification codes: PIN, Contactless Medium PIN, CitiPhone PIN or other identifiers and password(s) used – together with the data on the Card – for verification and logging into the Citibank Online e-banking service; the term is employed to denote all of them collectively, some or anyone of them;

27) 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 §§ 9.1, 9.6 and 9.7 of these Terms and Conditions, denominated in Polish zlotys (PLN) and established individually for the Client by the Bank;

28) 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;

29) 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;

30) 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 provided for in such Statement; the Minimum Amount Due 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 fees payable for debt collection activities charged in a given billing period;
- Amount of the overrun of the Credit Limit at the time of issuance of a given Statement (except for the amount of the overrun provided for in § 9.7);
- Outstanding Minimum Amounts Due but not repaid in the previous periods; and
- 3.42% on the Outstanding Balance specified in the Statement less the components listed above; however not less than PLN 30.00.

31) Contactless Module – an antenna kit that is embedded in the Contactless Medium and communicates with the Contactless Reader of the POS Terminal, enabling execution of Contactless Transactions;

32) Contactless Medium – a Card, in particular in the form of a contactless sticker, equipped with the Contactless Module or software on the relevant electronic device (including a mobile telecommunication device) equipped with the Contactless Module, enabling execution of Contactless Transactions;

33) NRB/bank account number – an unambiguous identifier of the client’s bank account with a bank, adopted in the Polish numbering system for bank accounts, used in domestic (local) transactions. In this format, the account number consists of twenty six digits, i.e. two control digits followed by eight digits of a bank’s settlement code and sixteen digits of the number of the client’s account with the bank;

34) Branch – a business unit where the Bank provides services covered by the Agreement to Clients; the list of addresses of branches where business activities are carried out is available on the website of the Bank and the CitiPhone Telephone Banking Service;

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

36) Delivery – delivery of correspondence by mail to the last correspondence address specified by the Client or the delivery of correspondence by e-mail to the last Primary E-mail Address specified by the Client;

37) Understanding – an agreement made at the Client’s request regarding the Additional Credit Limit, Temporary Credit Limit Increase or a change in the Credit Limit, as well as the terms of repayment, between the Bank and the Client in writing, via the Telephone Banking Service or E-Banking Service;

38) PIN – a personal confidential identification code of the Client/User enabling execution of Transactions combined with physical usage of a Card and activation of access to the Citibank Online e-banking service;

39) Contactless Medium PIN – A personal confidential identification code of the Client or User enabling execution of Transactions while using the Contactless Medium;

40) ‘Comfort’ Installment Payment Plan / Plan – spreading the repayment of a credit taken under the Credit Limit into installments in accordance with the rules provided under the Terms and Conditions, in particular in Chapter XIII of the Terms and Conditions;

41) Banking Law – the Banking Law act of 29 August 1997 (Journal of Laws of 1997 No. 140 item 979, as amended) or any other act amending, supplementing or superseding the same;

42) Card Account – a technical PLN-denominated account 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; a Card Account is directly allocated to a specified Card. The Bank opens the Card Account upon issuing the Primary Card. The Card Account may be changed if the Card is replaced in situations described § 4.5. The NRB that is allocated to the Card Account is shown on each Statement;
43) Terms and Conditions - these Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie SA, together with the appendices, constituting an integral part of the Agreement;

44) Outstanding Balance shown in the Statement - the Outstanding Balance as at the date of issuance of the Card Account Statement, less the outstanding principal under the Plan;

45) Concierge Service - an ‘arrange & book’ service for which the scope of arranged services is specified in the Terms & Conditions of the Concierge Services, available to holders of the main Citibank Platinum Credit Card or Mastercard Credit Card, with a special World graphic mark;

46) Transaction - a cash withdrawal, transfer or payment for the purchased goods and services made with a Card, including:
   • a 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 the Card, in particular orders placed by post, telephone or via the Internet,
   • a Contactless Transaction - any Non-Cash transaction made with a Card equipped with a Contactless Module or using a Contactless Medium at the sales and service points where such Transactions are allowed,
   • a Cash Transaction - any cash withdrawal in ATMs, banks or other financial institutions, or a Transaction at a post office, casino or betting shop;

47) Currency Rates Table - a current list of buy and sell rates for foreign currencies published in the E-banking Service;

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

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

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

51) Temporary Credit Limit Increase - the amount of the allowed temporary Outstanding Balance in excess of the Credit Limit under the Primary Card, granted pursuant to § 9.6 of these Terms and Conditions;

52) Disclosure - entering into the Citibank Online e-banking system any banking correspondence, including Statements, so that the Client may read the same and retrieve the same in unmodified format;

53) Card Agreement/Agreement - the agreement made between the Bank and the Client for the issue and usage of a Card and the Understandings concluded in a given time;

54) 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;

55) 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;

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

57) Payment Services Act - the Act of 19 August 2011 on payment services (Journal of Laws of 2011, No. 199, item 1175);

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

59) Application - any application, forming an integral part of the Agreement, for issuance of the Primary Card and granting of the Credit Limit or an application for issuance of a Supplementary Card, filed by the Applicant at the Bank;

60) Applicant - a consumer, within the meaning of Article 22 of the Civil Code, possessing full legal capacity, who files an Application;

61) Statement - a statement of the Transactions, payments in the Card Account and of the interest, commissions and fees due to the Bank, covering the period from the previous billing month and including the information about the Minimum Amount Due, which is also the Outstanding Balance repayment schedule;

62) 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;

63) Payment Instruction - a statement made by the Client/User or Recipient to the Bank, containing an order to carry out a Transaction or to make a payment in the Card Account;

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

§ 2

1. Cards are used to pay for goods and services and to withdraw cash 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 and results in debiting the Card Account with the amount corresponding to the amount of the Transaction plus the related fees, commissions and interest due to the Bank.

2. The provisions of these Terms and Conditions and of the Agreement referring to the Client apply, respectively, to the User, with the reservation that in relations between the Bank and the Client the Client is financially liable to the Bank for any of the User’s acts within the scope of usage of a Supplementary Card.

Chapter II
Conclusion of the Agreement and Issuance of Cards

§ 3

1. The Bank may issue Cards in response to an Application filed by the Applicant. The Bank may request additional documents from the Applicant confirming the existence/absence and level of his income and/or liabilities before concluding the Agreement as well as during the term of the same, for the purpose of assessing the Applicant's creditworthiness.

2. The Bank reserves the right to refuse to accept an Application at its own discretion.

3. The Client receives the Card Agreement immediately after it is signed by the parties.
4. Promptly upon signing the Card Agreement, the Bank sends the Card entitling the Client to make Transactions within the Credit Limit and the confirmation of conclusion of the Card Agreement to the correspondence address specified by the Client.

5. At the Client’s request, the Bank may grant to the Client an Additional Credit Limit pursuant to § 9.7 below.

6. Unless provided otherwise in the Agreement, the Agreement is concluded for a term of 12 months and is extended automatically for subsequent 12-month periods unless:
   a. the Client has notified the Bank of his intention not to extend the Agreement, at least 30 days before the lapse of the term provided for in the Agreement or of the subsequent 12-month period for which the Agreement has been extended, or
   b. the Client has notified the Bank in writing, to the last correspondence address specified by the Client, of its intention not to extend the Agreement, at least 30 days before the lapse of the term provided in the Agreement or of the subsequent 12-month period for which the Agreement has been extended.

7. The Card’s expiry date is specified on the Card, provided that the period of validity of the Supplementary Cards expires upon the expiry of the Primary Card. The Card is 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.

8. The Client may withdraw from the Agreement on the conditions specified in § 13 of the Card Agreement. The Client receives the “Withdrawal from the Agreement Declaration” form along with the Card Agreement.

9. The Agreement is not subject to Article 1311.2(b) and Article 131.2 of the Act on Universal Duty to Defend the Republic of Poland of 21 November 1967 (consolidated text: Journal of Laws of 2004 No. 241 item 2416, as amended).

§ 4

1. Promptly upon receiving the Card, the Client is obliged to sign the Card permanently, to define his PIN via CitiPhone and to activate the Card. The signature on the Card must be consistent with the Client’s specimen signature of the Client affixed at the Bank.

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 commissions and 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 valid-through date 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 performance of the Agreement and 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 such change is notified at least 2 months in advance, if:
   a. A given type of the Card has been withdrawn from the Bank’s offering;
   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. Significant changes have been made in a loyalty program conducted by an external partner;
   f. The Client has withdrawn from participating in a loyalty program conducted by an external partner; or
   g. the Client has executed no Transaction for a period longer than 3 months from the last Transaction or from the date of conclusion of the Agreement if no Transaction has been executed.

   Any change of the type of the Client’s Card results in the change of the type of the Cards issued to the Users.

Chapter III
Supplementary Cards and Contactless Stickers

§ 5

1. In response to the Client’s application, the Bank may issue Supplementary Cards to Users designated by the Client. The Bank reserves the right to refuse to issue the Supplementary Cards at its own discretion.

2. Promptly upon receiving the Supplementary Card, the User is obliged to sign the Card permanently, to define his PIN via CitiPhone and to activate the Card.

3. The Client is liable for any Transactions made with Supplementary Cards and for any overrun of the Supplementary Card Credit Limit by a User, subject to § 9.1 below. The Client has the right to submit a motion 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 is effective, at the latest, on the following Business Day unless the actually utilized Supplementary Card Credit Limit is higher than the Limit sought by the Client. Any Transactions made with Supplementary Cards are debited to the Card Account and the Credit Limit.

4. On the Client's motion, the Bank may provide the Client/ User with a Contactless Medium for the Card enabling execution of the Contactless Transactions. Promptly upon receiving the Contactless Medium, the Client/User is obliged to define his Contactless Medium's PIN and to activate it.

5. The Contactless Medium may be used exclusively during its period of validity, on the terms laid down in the Agreement.

6. Contactless Transactions executed with the use of the Contactless Media may require authorization with the Contactless Medium PIN, in particular in the case of Contactless Transactions whose value exceeds the Value Limit set for Contactless Transactions. Otherwise, the provisions of these Terms and Conditions applicable to the Card apply accordingly to the Contactless Medium.

7. The Client or User may withdraw from using his Supplementary Card or Contactless Medium at any time.
1. A Card may be used only during its validity period, during the term of the Agreement, in accordance with the provisions of the Agreement.

2. The Card expires:
   (a) Upon its expiry date (upon the lapse of the last day of the month of validity indicated on the Card);
   (b) When lost or damaged;
   (c) Due to blocking;
   (d) When exchanged for a new Card;
   (e) 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 regards to a Supplementary Card; or
   (f) Upon expiry, termination or withdrawal from the Agreement.

3. The expiry of the Card does not release the Client from the obligation to repay the Outstanding Balance resulting from any Transactions executed before but booked after the Card is expired.

4. Under the circumstances described in Clause 2, the Card should be promptly destroyed so that its further use is prevented, or returned to the Bank.

5. The Bank may introduce limits and restrictions designated in the Transaction Limits Table for Card Transactions.

6. The Bank is authorized to change any limits of Transactions if it is reasonable due to the security of the Card and in the event of a change of or introduction of new legal regulations or guidelines issued by supervisory authorities regarding performance of the Agreement in respect of limits of Transactions. The Bank notifies the Clients of any change in the Transaction Limit Table using the procedure set forth in §27.2 of these Terms and Conditions.

7. The limits of the levels applicable to the Contactless Transactions not requiring PIN or the Client's/User's signature outside Poland are determined by the Payment Organizations and may vary from those specified in the Transaction Limits Table.

8. 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, are specified in the Transaction Limits Table.

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

§ 6

1. When executing a Payment Instruction submitted by a Client/User, the Bank ensures 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 for a Transaction initiated by a paper order.

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

3. The Bank is entitled to refuse to execute a Transaction if the Credit Limit is exceeded, subject to §9.1 below, or if there is a suspicion that the Transaction is being carried out by an unauthorized person.

4. Any Transaction-related settlements in the Card Accounts are made in Polish zlotys (PLN).

5. For payments deposited in the Card Account in a different currency than the currency of the Card Account, translations into Polish zlotys (PLN) are made at the buy rate for currencies that is specified in the Currency Rates Table applicable when the Bank receives the funds.

6. The amount of a Transaction executed with a Card in a different currency than Polish zlotys (PLN) is translated into the settlement currency at the rate of the Payment Organization that is settling the Transaction and, subsequently, booked in the Card Account. Transactions are translated from the settlement currency Euro (EUR) to zlotys (PLN) at the rates specified in the last Currency Rates Table applicable at the Bank on the Transaction booking date.

7. The above currency rates are available on websites of the Bank, CitiPhone or at Branches of the Bank. The Bank is entitled to change currency rates at any time, with immediate effect, without prior notification to the Client. The Bank will notify of the currency rates applied in the description of Transactions in the Statement.

8. Currency rates applied by the Payment Organization for translations of amounts of Transactions executed with a Citibank Credit Card into the settlement currency are available on the website of the Payment Organization that is settling the Transaction. Websites of Payment Organizations are available on the website of the Bank, at Branches of the Bank and via CitiPhone.

9. For Transactions executed with a Card in a different currency than Polish zlotys (PLN), the amount blocked upon execution of the Transaction and the amount of the Transaction booked in the Card Account may differ.

10. Transactions are booked on the Card Account immediately after receiving documents of such Transactions from the settling Organization.

11. Information on Transactions is available via the Citibank Online e-banking service, via CitiPhone and at Branches for:
   (a) Client – information on Transactions executed with the Primary Card and Supplementary Cards;
   (b) User – information on Transactions executed with the Supplementary Card.

12. The Client is obliged to repay at least the Minimum Amount Due as specified in the Statement. The repayment should be made not later than on the due date specified in the Statement, which cannot be shorter than 24 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 releases the Client from the obligation to pay at least the Minimum Amount Due as specified in the Statement.
13. In the case of any breach of the provisions of Clause 12, 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 the following debt collection activities: telephone reminders, dunning letters and other activities pursued outside the Bank's registered office. In consideration of each debt collection activity undertaken, the Bank may charge fees as specified in the Table of Fees and Commissions. The Bank sets a daily and monthly limit on the amount of the fees charged, as specified in the Table of Fees and Commissions. The Bank does not charge fees for telephone reminders/dunning letters for a minimum period of eight business days if the Card Account has been previously debited with the fee charged for a dunning letter, and for a minimum period of three business days if the Card Account has been previously debited with the fee charged for a telephone reminder.

14. Save for Transactions made in the manner specified in Clauses 15, 19, 20 and 29 below, a Transaction made with a Card is deemed authorized by the Client/User if it has been confirmed by using the PIN number or affixing the signature of the Client/User on the debit document in accordance with the signature affixed on the Card and at the Bank. By authorizing a Transaction, the Client/User approves debiting of the Card Account with the amount of such Transaction plus the fees and commissions derived from the Table of Fees and Commissions. For any device that accepts Cards only by inserting a Card into the device, a Transaction is authorized when the Card is being physically placed in the device by the Client/User.

15. A cash withdrawal from an ATM by means of a Card is deemed authorized if it is confirmed by the PIN number.

16. An order to deposit cash in the Card Account:
   (a) via an ATM - is deemed authorized if it is confirmed by the PIN number;
   (b) at a Branch - is deemed authorized if it is confirmed by the signature of the Client.

17. A cash withdrawal from an ATM by means of a Card in Poland or abroad is subject to restrictions provided by applicable laws.

18. For security reasons, when executing Transactions using the PIN number or the PIN number of a Contactless Medium, triple entry of a wrong PIN number will automatically block the PIN number, which means that the Client/User cannot make any Transactions using, respectively, the Card or Contactless Medium until its unblocking is agreed on with the Bank.

19. In the case of a Contactless Transaction:
   (a) In excess of the Value Limit - the Transaction is deemed authorized by entry of the PIN number or the PIN Number of the Contactless Medium; and
   (b) Below the Value Limit - the Transaction is 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 allows for reading the data saved in the Contactless Module.

20. For Transactions:
   (a) placed by telephone, post or via the Internet - a Transaction is deemed authorized through the provision of the Identification Code, the number and expiry date of the Card and the CVV2/CVC2 code, depending on the requirements of the Recipient; and
   (b) placed via the Internet, if the Recipient provides the 3D-Secure Service - a Transaction is deemed authorized through the provision to the Recipient of the number and expiry date of the Card, 3D-Secure Password and also, if required by the Recipient, the CVV2/CVC2 code. The execution of Transactions via the Internet if the Recipient provides the 3D-Secure Service requires the Client or User to activate the transmission of 3D-Secure Passwords. Failure to activate the transmission of 3D-Secure Passwords makes impossible to execute Transactions with Recipients relying on 3D-Secure.

21. The Bank enables the Client/User to withdraw money by a transfer from the Card Account for any purpose. Such money withdrawal is a Transaction within the meaning of these Terms and Conditions and is subject to repayment and fees, commissions and interest as if it were a Cash Transaction.

22. If the withdrawal of money by transfer pursuant to Clause 20 above is made by the Client/User to carry out regular payment of bills covering expenses connected with the use of a house or apartment (such as rent, refurbishment fund, security, waste removal, real property tax, perpetual usufruct fee, gas, electricity, water, heating, television, Internet, fixed line or mobile phone), payments connected with insurance policies or tuition for school education, or is made with the use of the FotoKasa functionality, the subject Transaction is subject to repayment and fees, commissions and interest as if it were a Non-Cash Transaction, subject to Clause 23 below.

23. If the withdrawal of money made by the Client/User by transfer pursuant to Clause 21 above does not meet the conditions set forth in Clause 22 above, the subject Transaction may constitute a withdrawal for any purpose, and especially such Transaction will be subject to repayment and fees, commissions and interest as if it were a Cash Transaction.

24. The Client may instruct the Bank to execute a transfer from the Card Account as follows:
   (a) via CitiPhone;
   (b) via Citibank Online or in Citi Mobile, provided that it may be required to add a Recipient in CitiPhone in order to execute such transfers;
   (c) at a Branch.

25. The Bank executes a Transaction if the Credit Limit on the Card Account is sufficient to execute the Transaction and, additionally, for the transfer from the Card Account of the payment order, provided that:
   (a) the Client/User has provided to the Bank the correct NRB of the Recipient's account, required to execute the Payment Instruction; and
   (b) the Client/User has provided to the Bank all information required by law necessary to execute the Payment Instruction, i.e. the currency, amount of the Transaction, name of the Recipient and subject of the transfer; and
   (c) the Payment Instruction is not connected with any countries or entities covered by international sanctions or embargos, including those imposed by the EU, US or UN.

26. The Bank executes a Payment Instruction to deposit cash in the Card Account if the Client/User has provided to the Bank:
   (a) for a deposit via an ATM: the PIN number and deposit amount;
   (b) for a deposit at a Branch: Card number/Card Account number in NRB format and deposit amount.
27. If a standing order or transfer with a future date is established, modified or cancelled, the Client is obliged to notify that fact to the Bank at least one Business Day prior to the order execution date. Such Payment Instruction will be executed provided that the sufficient Credit Limit is ensured on the Card Account one Business Day before the defined order execution date.

28. Any Payment Instructions authorized by the Client/User and delivered to the Bank are 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. A Payment Instruction may be cancelled after the above date only upon the Bank’s consent and upon a separate instruction submitted by the Client/User. The Bank has the right to charge a fee for the cancellation of a Payment Instruction by the Client/User.

29. Payment Instructions submitted via:

(a) Citibank Online or Citi Mobile are deemed authorized by the Client/User if the Client/User has given his consent to execute it by way of:
   (i) 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 functional button used to submit the Payment Instruction to the Bank - if the Bank does not require the relevant Authorization Code for authorization purposes; or
   (ii) 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 functional button used to submit the Payment Instruction and by entering the relevant Authorization Code - if the Bank requires the relevant Authorization Code for authorization purposes;
(b) CitiPhone are deemed authorized by the Client/User if the Client/User has given his consent to execute it by way of entering the Card number and confirming with the CitiPhone PIN number or only with the CitiPhone PIN number in a situation where the Client has activated the Incoming Call Identification Service;
(c) a Branch are deemed authorized by the Client/User after the identity of the Client/User is verified against the document that confirms his identity and, then, by confirming the Payment Instruction with the signature in compliance with the specimen signature put at the Bank.

30. If the Client has established a standing order, it is deemed that the Client’s consent has been given to execute all future transactions specified in the order.

31. A transfer from the Card Account may only be executed in Polish zlotys (PLN).

32. Subject to Clauses 30, 33 and 34 below, the Bank starts 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.

33. 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 hours specified by the Bank in the Cut-Off Hours List, such Payment Instruction will be deemed received by the Bank on the first Business Day after such day.

34. For Payment Instructions submitted by the Client/User via CitiPhone, the Bank may confirm such 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 requirement when he was submitting the Payment Instruction. In such case, the Payment Instruction is deemed accepted for execution after the above confirmation is received.

35. For Non-Cash Transactions executed with a Card, a Payment Instruction is deemed received upon receiving by the Bank of the information (settlement file) relating to the Transaction from the Payment Organization.

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

37. After the Statement has been issued, the Client may repay the Outstanding Balance before the due date provided in the Statement. Such early repayment, subject to Clause 40, is 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.

38. The Client may repay the Outstanding Balance or any part thereof in cash at Branches or ATMs designated by the Bank or by means of a transfer order or direct debit.

39. The date of repayment of the Outstanding Balance is deemed to be the date of crediting of the account designated by the Bank. The Bank promptly settles any repayments of the Outstanding Balance.

40. Any amounts paid or obtained by the Bank in connection with the Agreement are counted towards the due Outstanding Balance as specified 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 41 below; and
   (d) Outstanding Balance under Non-Cash Transactions, subject to Clause 41 below.

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

42. For 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 are 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 and in promotional materials available, in particular, at Branches.

43. The specific rules of granting benefits referred to in Clause 42 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 on the Bank’s website at www.citibank.pl/www.online.citibank.pl and in promotional materials available, in particular, at Branches.

44. The Bank informs about any changes in the rules of granting benefits referred to in Clause 42 above by way of a notice displayed on the Bank’s websites and in promotional materials available, in particular, at Branches.

45. The Bank will notify the Client of benefits arising from using, by the Client, a given type of a Card.
46. 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 Citibank Credit Card that are required for participation in such loyalty program. According to the terms and conditions of a given loyalty program, the Client notifies all changes in his personal data directly to the arranger of such loyalty program in the manner specified by such arranger.

§ 8

1. Each Transaction reduces the available Credit Limit. Subject to §9.7 below, the Credit Limit is renewable and each repayment increases the available Credit Limit by the amount of such repayment. The payments exceeding the amount of the Outstanding Balance increase the available funds in the Card Account, but they do not increase the Credit Limit granted and bear no interest. Any overpayments will be allocated towards the repayment of the Outstanding Balance resulting from ‘Comfort’ Installment Payment Plans (if any is active in the Card Account), in the order of activation, starting from the oldest Plan or, if there is no Plan, will be counted towards any future Outstanding Balance.

2. In the case of an overpayment on the Credit Card, the Client has the right to request for its reimbursement. An overpay reimbursement request may be submitted to a Branch of the Bank or via the Telephone Banking Service or delivered to the Bank by mail. The Bank reserves the right to refuse to execute the request in the case of:
   (a) Reasonable suspicion as to the formal correctness or authenticity of the received Payment Instruction or inconsistency of the signature or inability to obtain a confirmation of the instruction over the phone or obtaining a confirmation that is not identical to the content of the instruction sent to the Bank;
   (b) Reasonable doubt as to reliability of the identity document presented by the person filing the instruction and failure to present, at the Bank’s request, an additional identity document with a photograph.

   If the Client submits the above request, the overpay will be reimbursed after such request is accepted.

3. The available Supplementary Card Credit Limit is automatically renewed on a monthly basis, i.e. on the day following the issuance of a Statement.

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

Chapter V
Changes in the amount of the Credit Limit. Additional Credit Limit

§ 9

1. The Bank may decide to enable selected Clients, under exceptional circumstances, to execute Transactions exceeding the available Credit Limit. The Bank informs the Client about the possibility to make a Transaction in excess of the Credit Limit and about the currently permitted amount of such overrun in the Statement, provided that the permitted amount of the overrun applies during the billing period following the period to which the Statement refers. The Client is obliged to repay the whole amount drawn in excess of the Credit Limit by the date specified in the next Statement, at the latest. The Client may waive the possibility to execute Transactions in excess of the available Credit Limit by notifying the Bank accordingly via CitiPhone or at a Branch. If a Transaction is executed in excess of the permitted overrun of the Credit Limit, the Client is obliged to promptly repay the amount by which the permitted overrun of the Credit Limit has been exceeded. In such case, the Bank may also take any measures provided for in the Agreement or these Terms and Conditions as applicable in the event of an overrun of the Credit Limit by the Client.

2. When establishing whether the Credit Limit has been exceeded, the Bank takes account of the total sum of all Transactions executed by the Client/User, the amount of monthly installments under the ‘Comfort’ Installment Payment Plan and the total of the outstanding fees and commissions due to the Bank, as defined in the Table of Fees and Commissions, as well as the interest specified in the Interest Rates Table.

3. The Bank has the right to reduce, without the Client’s consent, 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 Client loses his creditworthiness for repayment of the credit in the amount of the Credit Limit. The Bank promptly notifies the Client about the reduction of the Credit Limit.

4. The Bank also reduces the Credit Limit at the Client’s request. Any reduction of the Credit Limit at the Client’s request is made under an Understanding.

5. The Bank may raise the Credit Limit at the Client’s request. The Bank reserves the right to refuse to raise the Credit Limit at its own discretion. Any increase in the Credit Limit at the Client’s request is made under an Understanding.

6. The Bank may grant to the Client, at the Client’s request by CitiPhone, a Temporary Credit Limit Increase for a period of up to 45 days. The Temporary Credit Limit Increase is made under an Understanding.

7. The Bank may grant to the Client, under an Understanding, an Additional Credit Limit, which is non-renewable, as a one-off cash withdrawal in the form of a transfer from the Card Account for any purpose. The provisions of these Terms and Conditions that apply to the Credit Limit also apply, accordingly, to the Additional Credit Limit and any withdrawals of the Additional Credit Limit are deemed Transactions within the meaning of these Terms and Conditions and are subject to repayment and fees, commissions and interest as if they were Cash Transactions under the ‘Comfort’ Installment Payment Plan referred to in Chapter XIII of these Terms and Conditions.

8. The Understanding regarding the amount of the Credit Limit or repayment terms becomes effective after such terms are agreed on by the Bank and the Client and after the Bank obtains a positive credit approval.

Chapter VI
Fees, Commissions and Interest

§ 10

1. The Bank is authorized to levy 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 conclusion 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 levies 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 levies 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 accrues interest on amounts of all Transactions at the rate specified in the Interest Rate Table for each day, beginning from the date of booking the Transaction in Card Account until the total repayment of the Outstanding Balance. Interest on Non-Cash Transactions is not levied if the Outstanding Balance is repaid before the lapse of the time limit specified in the Statement, which cannot be shorter than 24 days from the issuance of the Statement by the Bank. If the Minimum Amount Due is not repaid in 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 disclosed 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 Transactions is established at a floating interest rate. The Bank has the right to increase the interest rate applicable to the credit granted under the Agreement, as specified in the Interest Rates Table, within 3 months from a change in any of the following indices and pursuant to the following rules:
   (a) if any of the following rates: reference rate, lombard rate or deposit rate, as determined by the Monetary Policy Council and published by the National Bank of Poland, is increased by at least 0.1 percentage point, the Bank is entitled to increase the interest rate by an amount in the range of 0.4 percentage point to 4 percentage points;
   (b) if the inflation rate (an increase in prices of consumer goods and services) in a given calendar month of the year is at least 2%, year on year, as published by the Central Statistical Office, the Bank is entitled to increase the interest rate applicable to the Card by an amount in the range of 0.4 percentage point to 4 percentage points;
   (c) if any of the following indices: interest rate for 1-month loans in Poland's interbank market (1-month WIBOR) or interest rate for 1-month deposits in Poland's interbank market (1-month WIBID), as published by Reuters, determined as the average for the full calendar month, increases by at least 0.1 percentage point, the Bank is entitled to increase the interest rate applicable to the Card by an amount in the range of 0.4 percentage point to 4 percentage points; provided that - if more than one of the indices is changed - the Bank will notify which of the above indices is the base for such interest rate increase.

2. The Bank is entitled to decrease the interest rate applicable to the credit granted under the Agreement, as specified in the Interest Rates Table.

3. The maximum Interest Rate on the Card Account must not exceed the limit allowed by law.

4. The Bank informs the Client about any amendment to the interest rate specified in the Agreement or in the Table of Fees and Commissions by its prompt Delivery of it. Subject to § 21 of the Terms and Conditions, the Client has the right to terminate the Agreement within 30 days after being notified of a given change upon 30-day notice. If the Client elects not to exercise his right to terminate the Agreement, the subject amendment is deemed approved by the Client and binding upon the parties from the date specified in the amended Interest Rate Table on.

5. The Bank is entitled to change the Table of Fees and Commissions by increasing existing or adding new fees and commissions within 6 months from the occurrence of any of the following circumstances:
   (a) if any new service are implemented or the range of existing services is changed, pursuant to rules specified in the Agreement;
   (b) in case of amendment to existing or adoption of new laws or guidelines issued by supervisory authority 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 the new form of activities carried out by the Bank;
   (c) in the case of an increase in actual costs incurred by the Bank in connection with provisions of service under the Agreement or in the labor intensity of such service;
   (d) if the inflation rate (an increase in prices of consumer goods and services) in a given calendar month of the year is at least 2%, year on year, as published by the Central Statistical Office.

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

7. The Bank notifies the Client of any change relating to fees and commissions pursuant to the procedure specified in § 27.2 of the Terms and Conditions.

Chapter VII

Bank Statements and Claims

§ 12

1. The Bank carries out the Delivery or Disclosure of Statements on a monthly basis in electronic format - at the Client's request - by regular mail. In the case of Delivery of Statements in paper format, the Bank charges fees as determined in the Table of Fees and Commissions.

2. Upon finding any incorrect balance in the Statement, the Client immediately requests the Bank to establish the correct amount of the Outstanding Balance. If the Statement is not received after the lapse of a given monthly billing period, the Client contacts the Bank to inform it about the non-receipt of the Statement to determine the amount of the Outstanding Balance and to make the repayment within the time limit set in § 7.12 of these Terms and Conditions.

3. If the Client selects the electronic format of Statements, the Bank is authorized to make the Delivery of Statements in paper format, free of charge, without prior additional notice.
4. The Bank undertakes to make an Electronic Statement available, at the latest, on the second Business Day after its generation 
provided that the intention to use the Electronic Statement service has been declared at least two Business Days prior to such 
date. Otherwise, the Electronic Statement service will be provided starting from the following Statement generation cycle. The Bank 
informs the Client about the Electronic Statement being made available by electronic means, at the latest, on the second Business 
Day after the date of its generation. The Bank has the right, subject to Clause 3, to suspend access to the Electronic Statement 
service for the period necessary to remove any identified threats or irregularities.

5. The Bank is not liable for any changes made by the Client in the contents of a Statement.

6. The Bank has the right to suspend the Delivery of Statements, Electronic Statements or notices of issuance of an Electronic 
Statement to the Client if the Card Account balance remains unchanged or the Bank has reasons to believe that any information 
subject to bank secrecy might be disclosed to a third party.

7. The Client may authorize the Bank to answer the inquiries connected with the Card Account via SMS to a mobile telephone number 
provided by the Client. Such service is offered by the Bank in co-operation with a telecommunications operator. By authorizing 
the Bank to answer the inquiries via SMS, the Client consents to disclosure by the Bank to the co-operating telecommunications 
operator of the aforesaid information for the purpose of sending it to the telephone number provided by the Client in the form 
of SMS messages.

8. Claims may be filed in accordance with the provisions of the Agreement and these Terms and Conditions by:
   (a) Client - in respect of the Primary Card and Supplementary Cards;
   (b) User – in respect of the Supplementary Card.

The Bank responds to claims by telephone, in writing, via e-mail, SMS or Citibank Online.

9. All claims may be filed in writing, by fax, electronically, by telephone or personally at Branches. The detailed information on addresses 
and telephone numbers is available on the website of the Bank. The Bank may request a written confirmation of any claims examined 
jointly with organizations that settle Transactions.

10. The Bank examines claims promptly. For claims examined jointly with organizations that settle Transactions, the time of examination 
may be extended.

11. The Bank may decide to credit the Card Account with the amount subject to a claim promptly upon receiving such claim. If the Bank 
finds the claim to be groundless, it has the right to debit the Card Account once again with the amount subject to such claim plus 
the fees and commissions specified in the Table of Fees and Commissions and the interest specified in the Interest Rates Table. 
The Bank does not charge any fees for groundless claims filed by the Client.

Chapter VIII
Card Protection, Scope of Liability
§ 13

1. The Client/User is obliged to exercise due diligence in protecting the Card against loss or destruction and the Identification Code 
against disclosure.

2. The Card cannot be kept together with the Identification Code.

3. The Card and the Identification Code must not be made available to any unauthorized persons.

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 
code.

6. The Client or User is obliged to promptly report that the Card has been lost or damaged via CitiPhone or at a Branch.

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 5 above:
   (a) Client – as regards the Primary Card and Supplementary Cards; and
   (b) User – as regards the Supplementary Card.

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

9. Once the Card has been blocked, the Bank issues 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 is obliged to either destroy the Card immediately or return it 
to the Bank. The Card should be destroyed so that any further use of it is prevented.

11. The Client is charged with any Transactions made by persons to whom the Client/User has made the Card available or has disclosed 
the Identification Code.

12. In addition to the cover afforded under generally applicable laws, the Card is subject to free cover under Transactions comprising:
   (a) Extended liability of the Bank as defined in Clause 15 below;
   (b) Placement (at the Client’s/User’s request) of a photograph of the Client/User and a copy of the Client’s or User’s signature 
on the Card’s obverse if placement of the photograph is envisaged for a given Card type;
   (c) Early warning system (protecting the Client/User against unauthorized use of the Card).

13. Subject to Clause 14 and 15, the Client is liable for any unauthorized Transactions up to the Polish zloty equivalent of EUR 150, 
to be calculated at the average currency rate published by the NBP as applicable on the day of execution of the Transaction if such 
unauthorized Transaction is the effect of:
   (a) using the Card that was lost by or stolen from the Client; or
   (b) theft of the Card or its unauthorized use as a result of the Client’s failure to comply with the obligation to promptly notify the 
Bank of any case where the Card was lost, stolen or used without authorization or where unauthorized access to such instrument 
occurred.
14. The Client is liable for any unauthorized payment Transactions in their full amounts if the Client deliberately caused such Transaction to happen or was in breach of the rules of use of the Card as specified in this Agreement, due to his willful misconduct or gross negligence, or failed to promptly notify the Bank of any case where the Card was lost, stolen or used without authorization or where unauthorized access to such Card occurred.

15. If the Client's losses due to loss of the Card sustained during 72 hours preceding the blocking are higher than PLN 100.00, the Bank undertakes to cover the loss in excess of PLN 100.00 unless the Transaction was executed through the Client's/User's fault. For Platinum Cards and Citibank MasterCard World Signia Ultime/ Citibank World Elite MasterCard Ultime, the Bank also covers the loss up to PLN 100.00. The extended liability of the Bank does not cover situations described in Clause 14 above.

16. The Client covered by the Concierge Service acknowledges that, in order to handle claims 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 to the extent necessary to process the claim made by the Client.

§ 14

1. The Bank reserves the right to block a Card:
   (a) in justified cases relating to the security of the Card;
   (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 his creditworthiness required for a given Card.

2. The Bank will notify the Client/User, in writing or via the telephone banking service or the E-banking service, that the Card will be blocked before it is blocked and if it is impossible - promptly after it is blocked. The Bank will not notify the Client that the Card has been blocked if the delivery of such information is unreasonable due to security considerations or prohibited under separate regulations.

3. The Bank unblocks the Card or replaces the Card if the reason of blocking ceased to exist

Chapter IX
Telephone Orders and Instructions

§ 15

1. The Bank makes the 24-hour CitiPhone service available to Clients/Users.

2. To be able to use CitiPhone, the Client/User must have a touch-tone telephone set and establish connection with the relevant number specified by the Bank.

3. The Client/User chooses and changes his CitiPhone PIN number via CitiPhone.

4. The use of the Card's number and CitiPhone PIN, or the CitiPhone PIN only if the Client/User has an active Incoming Call Identification Service, while placing telephone Payment Instructions constitutes the Client's/User's consent for the Bank to execute such Payment Instructions, including to debit the Card Account. The aforesaid authorization is binding upon the Bank also when the telephone Payment Instruction is placed by a person other than the Client/User, provided that such person has given the correct Card number and CitiPhone PIN.

§ 16

1. The Bank reserves the right to:
   (a) Record all telephone conversations with the Bank on electronic media and use such recordings for evidentiary purposes;
   (b) Communicate with the Client/User by telephone without prior notice.

Chapter X
Citibank Online E-Banking Service

§ 17

1. Within the scope of servicing of the Card, the Client/User may use the Citibank Online e-banking service, including also Citi Mobile, which enables access to Citibank Online via mobile phone or other devices offering a similar functionality. The Citibank Online service is activated upon issuance of the Card.

2. By means of the Citibank Online e-banking service, the Client/User may in particular:
   (a) Obtain information about balances and transactions in the Card Account;
   (b) Execute Transactions;
   (c) Transfer Transactions into the ‘Comfort’ Installment Payment Plan (solely the Client); and
   (d) Issue other instructions defined by the Bank.

The detailed information about the functionalities available via the Citibank Online service is provided in the relevant thematic categories of the service.

3. If any irregularities are found in the use of the Citibank Online service that could compromise the interests of the Client or other Clients of the Bank or the Bank itself, the Bank, for security reasons, has the right to block access to Citibank Online for the time specified by the Bank.

4. In order to use Citibank Online, the Client/User needs the hardware and software enabling his access to the Bank’s websites.

5. The manner of operation and use of Citibank Online is described in the relevant user manuals available on the Bank’s websites. The aforesaid manuals 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.

6. The Client and User(s) are obliged to keep confidential all information the disclosure of which may render the mechanisms assuring security of the operations ordered via Citibank Online ineffective, in particular the Identification Code.
7. If the Client/User discloses the information referred to in Clause 6 to third parties and if such third parties execute any operations via Citibank Online, the said operations are charged solely to the Client.

8. Upon the third attempt to enter an incorrect Identification Code, the Bank immediately and automatically blocks access to Citibank Online.

9. For security reasons, the Bank may establish a limit on the value of Transactions executed on a daily basis via Citibank Online. The daily limits on Transactions are specified in the Transaction Limits Table. In justified cases and at the Client’s request, regardless of the Transaction limits specified in the Transaction Limits Tables, the Bank reserves the right to change the daily Transaction limit on a case-by-case basis. If justified, the Bank may also change the daily Transaction limit at the Client’s request.

10. The Client undertakes to use Citibank Online in accordance with applicable laws, including these Terms and Conditions. Any use of Citibank Online in breach of law may serve as the basis for termination of the Agreement.

11. The Client agrees to receive computer programs and files from the Bank which the Bank considers necessary for the purpose of using Citibank Online.

12. The information about changes in the scope of the Citibank Online services and about the date of their introduction is available on the Bank’s websites or will be sent to the Client via electronic mail to the designated e-mail address.

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**Chapter XI**

### CitiAlerts

#### § 18

1. The Client may use the CitiAlerts service. The CitiAlerts service consists in sending SMSs and/or electronic messages (e-mails) to the Client to the Primary Mobile Phone Number and/or Primary E-mail Address specified by the Client containing the information specified by the Client during activation or confirmation of modification of CitiAlerts settings, such as, for instance:
   - (a) Balance on the Card Account; or
   - (b) Details of repayments of the Outstanding Balance.

2. CitiAlerts settings may be activated or modified upon logging into Citibank Online (excluding Citi Mobile) or via CitiPhone or at Branches of the Bank.

3. Depending on the type of the information transmitted, messages are sent on a daily basis or in real time.

4. Messages generated on a daily basis are sent Tuesday through Saturday (excluding the days immediately following holidays). A message will be sent not later than on the second Business Day after the operation giving rise to generation of such message.

5. Messages generated in real time are sent after the operation giving rise to generation of the message on every weekday.

6. The CitiAlerts service is available only for those Clients who are holders of the Primary Card.

7. The fees charged for the use of the CitiAlerts service are specified in the Table of Fees and Commissions.

8. The fees referred to in Clause 7 are charged on the last Business Day of a month for a given month. The fee debits the account designated for debiting at the time of activation or modification of CitiAlerts settings.

9. The Bank warns the Clients using the CitiAlerts service that by making their mobile phone or electronic mail to which short text messages (SMS) or e-mails are sent available to third parties they may enable such third parties to access information subject to bank secrecy.

10. The Client may, at any time, renounce the use of the CitiAlerts service with the reservation that the fee due for the pending calendar month is charged in accordance with Clause 8.

11. The Bank reserves the right to temporarily block access to the CitiAlerts service in the following cases:
   - (a) The available balance in the account referred to in Clause 8 is not sufficient to cover the fee for the CitiAlerts service referred to in Clause 7 within the time limit specified in Clause 8;
   - (b) The Client does not repay the Outstanding Balance in the Card as required under the Agreement;
   - (c) The Client has failed to update the details of his Primary Mobile Phone Number or Primary E-mail Address (if changed);
   - (d) The Card has been blocked by the Client or the Bank; or
   - (e) The Client has defaulted on any other provision of the Agreement.

12. The CitiAlerts service relying on SMS messages is offered by the Bank in co-operation with Polkomtel Sp. z o.o., a telecom operator. By activating the CitiAlerts service the Client agrees for the Bank to disclose the information referred to in Clause 1 above to Polkomtel S.A. for the purpose of having it sent in the form of short text messages SMS to the Primary Mobile Phone Number designated by the Client.

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**Chapter XII**

### Insurance

#### § 19

1. At his own request, the Client may take out insurance cover subject to satisfaction of the conditions laid down in the general terms and conditions of insurance.

2. The detailed terms and conditions of insurance, insurance cover and renouncement from insurance are specified in the relevant general terms and conditions of insurance and in the applicable terms and conditions of insurance coverage.

3. The Bank charges fees in consideration of the insurance cover afforded by the insurance company specified in an insurance cover terms and conditions relevant for a given insurance, relevant general terms and conditions of insurance or in the Table of Fees and Commissions.

4. The fees payable for insurance cover are specified in the terms and conditions of insurance cover applicable to a given type of insurance or in the Table of Fees and Commissions.

5. The sums insured are specified in the terms and conditions of insurance cover applicable to a given type of insurance and/or in the general terms and conditions of insurance.
Chapter XIII
‘Comfort’ Installment Payment Plan

§ 20

1. The Client may apply for the ‘Comfort’ Installment Payment Plan (Plan) provided that his Card is active and the Outstanding Balance is repaid in a timely manner.

2. The Bank may deny the Client the right to use the ‘Comfort’ Installment Payment Plan. If the Client is allowed to use the Plan, the repayment of the credit incurred under the Credit Limit may be spread over (depending on the sales channel) 6, 9, 12, 18, 24, 30, 36, 48, 54 or 60 monthly installments or split into a different number of installments as agreed between the Bank and the Client. The Client has the right to place an instruction to change the number of installments at any time, with the reservation that the total number of the installments paid and the installments established after such change may not be higher than 60. The modified number of installments is established on the Outstanding Balance to be repaid covered by the Plan. In the case that an Additional Credit Limit is granted for the purpose of a one-off cash withdrawal by transfer as referred to in § 9.7 of these Terms and Conditions, the maximum number of monthly installments into which the transaction may be divided is 60.

3. The Client indicates – via CitiPhone, the e-banking service or at the time of execution of a Card Transaction – a specific Transaction/Transactions or parts thereof that are to be covered by the Plan (before the lapse of the payment deadline for the settlement of such Transaction) and the selected duration of the Plan. Interest on the amount of the credit covered by the Plan is accrued at the interest rates specified in the Interest Rates Table that may be subject to change in accordance with § 11.1 of these Terms and Conditions.

4. Under the Plan, the Client has also a possibility to apply via CitiPhone for the automatic spreading into installments of Non-Cash Transactions that are posted on an ongoing basis in the Card Account, by indicating the minimum amount of Transactions subject to automatic spreading into installments and the number of installments. In the case of an overpayment on the Card, the Non-Cash Transactions whose transfer into the Plan would result in the overpayment remaining on the Card will not be automatically spread into installments. Only the Non-Cash Transaction following the full settlement of the overpayment will be automatically spread into installments.

5. The Bank has the right to suspend the automatic spreading of Non-Cash Transactions into installment when the Outstanding Balance is not repaid in a timely manner, until full settlement of the overdue amounts.

6. Using the Plan does not exclude the Bank’s right to terminate the Agreement designated in § 21.2 and § 21.3 of these Terms and Conditions.

7. In the case of a Non-Cash Transaction being spread into installments, interest on the amount of the credit covered by the Plan is accrued from the moment of spreading the Transaction into installments.

8. After a Cash Transaction or a funds transfer from the Card Account is registered under the Plan, interest accrued on that Transaction is not due for the period from its execution until its registration under the Plan. Interest on the credit granted under the Plan is accrued from the date of execution of the Cash Transaction or funds transfer from the Card Account.

9. The Bank promptly informs the Client via CitiPhone about the amount of the monthly installment under the Plan covering the principal and due interest. Upon acceptance of the offered terms of payment by the Client, the Bank sends the confirmation of such terms of payment to the Client in the forthcoming Statement.

10. If the Client takes advantage of automatic spreading of transactions into installments referred to in Clause 4 above, the Bank informs the Client in the forthcoming Statement 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 4 above and about the number of such installments.

11. The Minimum Amount Due, specified in the monthly Statement, is increased by the monthly installment established in accordance with Clauses 9 and 10 above, until the last month of the Plan.

12. The principal and interest installments under the Plan are treated as Non-Cash transactions from the moment of their posting in the Card Account (which takes place on the day of generation of the Statement), 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.

13. In the case of default on repayment of a principal installment under the Plan by the due date set in the Statement, the Bank has the right to charge interest on the overdue principal installment 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”. The above is not to the detriment of the Bank’s right set forth in §21.5 of these Terms and Conditions.

14. The use of the Plan does not change the amount of the Credit Limit, subject to § 9.7 above.

15. The Client has the right of early repayment of any part of or the whole credit, i.e. before the repayment date determined in accordance with the Plan, subject to § 8.1, and provided that the Client submits the relevant order via the Telephone Banking Service.

16. In the case of renouncement from or early repayment of the ‘Comfort’ Installment Payment Plan, the Client is obliged to pay the interest charged during the period from the launch of the Plan until the date of renouncement or early repayment, to be calculated on the basis of the interest rates specified in the Interest Rates Table in the item entitled “Annual nominal interest rate charged on the amounts credited under ‘Comfort’ Installment Payment Plan for Non-Cash Transactions” or “Annual nominal interest rate charged on the amounts credited under ‘Comfort’ Installment Payment Plan for Cash Transactions and Fund Transfers from the Card” that are subject to change in accordance with § 11.1 and § 11.3 of these Terms and Conditions.

17. From the day of renouncement from the Plan or day following the lapse of the period of notice referred to in § 211, § 21.2 and § 21.3 of these Terms and Conditions, the outstanding balance under the Cash and Non-Cash Transactions covered by the Plan bears interest at the interest 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”. The above is not to the detriment of the Bank’s right set forth in §21.5 of these Terms and Conditions.

18. 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 2 billing periods, the Plan for all Cash and Non-Cash Transactions spread into installments is closed, subject to Clause 18 below. From the day of closure of the Plan, the Outstanding Balance under the Cash and Non-Cash Transactions previously covered by the Plan is subject to interest charged at the interest 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”. The above is not to the detriment of the Bank’s right set forth in §21.5 of these Terms and Conditions.
19. 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 billing periods, the Plan is closed for the Additional Credit Limit. From the day of closure of the Plan, the Outstanding Balance arising from the Additional Credit Limit previously covered by the Plan is subject to interest charged at the interest 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”. The above is not to the detriment of the Bank's right set forth in § 21.5 of these Terms and Conditions.

20. In the case of termination of the Agreement referred to in § 21.1, § 21.2 and § 21.3 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 is closed for all Cash and Non-Cash Transactions spread into installments. From the day of closure of the Plan, the Outstanding Balance under the Cash and Non-Cash Transactions previously covered by the Plan is subject to interest charged at the interest 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”.

21. A User is not authorized to issue any instructions relating to the Plan.

Chapter XIV
Termination of the Agreement
§ 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 filed with the Bank. In the case of any doubt as to authenticity of the notice, the Bank reserves the right to confirm the same by telephone. The Bank is not liable for any loss resulting from filing a notice of termination signed inconsistently with the specimen signature or its inability to confirm the authenticity of the filed notice of termination by telephone;
   (c) A notice of termination filed via CitiPhone, upon verification; or
   (c) A notice of termination filed via CitiPhone, upon verification; or

2. The Bank has the right to terminate the Agreement at any time upon 30-day notice for valid reasons such as:
   (a) The Client’s failure to meet any of his obligations concerning the terms of granting credit, as set forth in the Agreement;
   (b) Negative assessment of the Client’s credit risk

3. The Bank has the right to terminate the Agreement at any time upon 2-month notice. Termination by the Bank of the Agreement in respect of provisions concerning the rules applicable to granting and using credits extended by the Bank is also a valid reason for which the Bank may terminate the Agreement in respect of provision of payment services by the Bank.

4. The Bank has the right to terminate any optional services indicated in the Card Agreement upon 2-month notice.

5. The termination or non-renewal of the Card Agreement triggers the expiration of any additional services and results in the closure of the ‘Comfort’ Installment Payment Plan, including the Additional Credit Limit, if any.

6. In the case of termination of the Agreement, the Client repays 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 is entitled to contractual interest 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.

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

8. During the period of notice, the Client is obliged to designate a bank account to the Bank for the purpose of crediting it with any overpayments in the Client's Card Account.

9. If the notice period referred to in Clauses 1, 2 and 3 expires on a Saturday, the period of notice is extended and expires at the end of the Business Day following that day.

10. The Agreement expires upon the Client's death.

Chapter XV
Final Provisions
§ 22

In the cases provided for in the Banking Law and in the Act on Disclosure of Business Information and Exchange of Business Data of 9 April 2010 (Journal of Laws of 2010, No. 81, Item 530), the Bank passes the Clients' Personal Data to:

a) Banking Register System kept by the Polish Banks Association having 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 the 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 the Bank has 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 200.00, they are due for at least 60 days and at least one month has lapsed from a call for payment being issued to the Client;

c) Entities referred to in Article 6a to 6d of the Banking Law, including the ones to whom the Bank has commissioned debt collection activities.
The rules of liability of the Bank specified in Clauses 2 to 9 apply to Transactions regulated by the Payment Services Act.

Any amounts due from the Bank in any currency are payable only at the Bank in the territory of the Republic of Poland.

The Clients holding Primary Cards of the Citibank Platinum Credit Card type are covered by the offering of the Citibank Platinum Credit Card Club, also referred to as the Citibank Platinum Club. The Bank informs the Clients holding Primary Cards of the Citibank Platinum Credit Card type about that offering under a separate procedure.

Any amounts due from the Bank in any currency are payable only at the Bank in the territory of the Republic of Poland and the liabilities arising under the Agreement or other agreements concluded by the Bank and the Client, whose provisions invoke these Terms and Conditions, are governed by the laws of Poland (including the Banking Law and foreign exchange regulations).

The Bank is liable for any losses sustained by the Client within the limits permitted under the laws prevailing in the territory of the Republic of Poland.

If a Transaction is initiated 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 § 7.1 of the Terms and Conditions, is liable toward the Client for nonperformance or undue performance of the Transaction unless:

(a) the Client fails to notify the Bank, promptly, but in any case not later than in 13 months from the date on which the payment account was debited, of the unauthorized, not performed or unduly performed Transactions, using the procedure specified in the Terms and Conditions;

(b) such nonperformance or undue performance of the Transaction is caused by an event of force majeure or results from other laws or regulations;

(c) the account of the Recipient is credited in accordance with the Unique Identifier provided to the Bank by the Client/User.

If the Bank is liable under Clause 2 above, the Bank promptly restores the debited Card Account to the status that would exist if the nonperformance or undue performance of the Transaction had not occurred.

If the account of the Payment Services Provider of the Recipient was credited within the time limits specified in § 7.1, the Payment Services Provider of the Recipient is liable toward the Recipient for nonperformance or undue performance of the Transaction.

In the event of a not performed or unduly performed Transaction initiated by the Client/User, excluding any Transaction initiated by the Client/User for which the Unique Identifier provided by the Client was incorrect, the Bank, irrespective of any liability under the above provisions, promptly initiates any steps, at the request of the Client, in order to track the Transaction and notifies the Client of the results of such tracking. In the event of a not performed or unduly performed Transaction initiated by the Client for which the Unique Identifier provided by the Client was incorrect, the Bank promptly initiates any steps to recover the amount of the Transaction. If funds are recovered, the Bank collects the fee in accordance with the Table of Fees and Commissions from the Client.

The Client may demand from the Bank the return of the amount of an authorized Transaction initiated by or via the Recipient, if such Transaction was already executed while:

(a) the amount of the Transaction was not determined precisely when it was being authorized; and

(b) the amount of the Transaction is higher than the amount the Client could expect, taking account of the type and value of previous Transactions of the Client, provisions of the Agreement and any significant circumstances of the case.

The Client is obliged to present any factual circumstances indicating that the conditions referred to in Clause 6 above are met.

The Client is not entitled to refund of the amount of an authorized Transaction initiated by the Recipient if:

(a) the Client/User gave his consent to execute the Transaction directly to the Bank; or

(b) information on the future Transaction was given to the Client by the Bank or the Recipient, in an agreed manner, at least 4 weeks before the date of execution of the order or was made available to the Client by the Bank or the Recipient, in an agreed manner, for the period of at least 4 weeks before the date of execution of the order.

The Client may request a refund referred to in Clause 5 within 8 weeks from the date on which the Card Account was debited.

If the Client believes that activities of the Bank are in breach of applicable laws and regulations, the Client has the right to file a complaint to the City or County Consumer Ombudsman or to the Polish Financial Supervision Authority. The complaint procedure is available on www.knf.gov.pl

The rules of liability of the Bank specified in Clauses 2 to 9 apply to Transactions regulated by the Payment Services Act.
§ 26

1. The Bank informs that:
   (a) activities of the Bank are subject to supervision exercised by the Polish Financial Supervision Authority;
   (b) The Client has the right to ask for help the City or County Consumer Ombudsman and the Insurance Ombudsman (for insurance referred to in § 19 of the Agreement).

2. Any disputes arising in connection with performance of the Agreement that are not resolved amicably by the Parties will be settled by a competent Polish court of law.

3. Any disputes that may arise from the Agreement may be settled in an out-of-court procedure, in accordance with the rules of banking consumer arbitrage, by a banking arbitrator at the Polish Bank Association.

§ 27

1. The Bank is authorized to unilaterally amend these Terms and Conditions in the case of:
   (a) 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 institution in charge of supervision of or connected with the banking sector if the above affects mutual rights and obligations of the parties to the Agreement;
   (b) a change in the scope and/or form of provision of services to which the provisions of these Terms and Conditions apply by introduction of new products or withdrawal or change in characteristics of existing services.

2. The Bank promptly informs the Client about each and every change in these Terms and Conditions, but not later than 2 months prior to the proposed effective date of such change. The Bank will promptly deliver the full text of these Terms and Conditions or amended provisions of these Terms and Conditions. In such a case the Client has the right to terminate the Agreement without notice, provided that the will of the Client in that scope has been notified to the Bank before the effective date of such changes, or to object to such changes, and such objection will be deemed tantamount to termination of the Agreement by the Client under § 21.1 - provided that it is deemed that the Agreement will terminate on the last day of the notice period or on the day directly preceding the effective date of the proposed changes, whichever is sooner. If the Client does not terminate the Agreement 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 has 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 are bound by the provisions of the Agreement.

5. Any Understanding connected with the Agreement must be 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 (consolidated text in Journal of Laws of 2002 No. 72 item 665, as amended), i.e. the Telephone Banking Service and the E-banking Service of the Bank. If any changes are introduced in communications via the Telephone Banking Service, the Client has the right to hear telephone calls implementing such changes 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 and are binding upon the Bank and the Client in accordance with the principles provided for in Article 384 § 1 of the Civil Code, in the wording applicable on the effective day of these Terms and Conditions.

§ 28

1. The language used in relationships between the Bank and the Client is Polish. The governing law which is the basis of relationships between the Bank and the Client before the Agreement is concluded and governing law applicable to the conclusion and performance of the Agreement is Polish law.

2. As long as the Agreement is in force, the Client is 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 medium.

3. Any matters not regulated under the Agreement are governed by these Terms and Conditions and by other laws generally applicable in the territory of the Republic of Poland, in particular the Banking Law, Civil Code and foreign exchange regulations.

These Terms and Conditions take effect on and are binding from 10 August 2012 on.