

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

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

### CHAPTER 1. Definitions

1. Unless stipulated otherwise, the following terms used in these Terms & Conditions shall be construed as follows:
  - a) **Application** - a software which is adapted for being saved in the memory of Mobile Devices and which enables, after it is started, access to the Citi Mobile service;
  - b) **Bank** - Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
  - c) **Citi Mobile** - Citi Mobile application, that is a simplified version of Citibank Online, which is channel of access to information on banking products owned by the Customer and allows the Customer to submit instructions via the Internet using a mobile device under the Deposit Product Agreement or the Citibank Personal Account Agreement “Citibank Personal Account” or Personal Account Agreement “Citibank Super Savings Account” and Citibank Credit Card Agreement;
  - d) **Citi Mobile Token** - a service available at Citi Mobile providing for authentication of transactions or other actions;
  - e) **Password Authentication** - a process to verify the identity of an Application User where the Customer enters the User Name and password in the required fields in order to log in to Citi Mobile;
  - f) **Fingerprint Authentication/Face Recognition** - a process to verify the identity of an Application User which is available for selected Mobile Devices and enables access to List of Accounts and transaction history up to 90 days without the need to use Password Authentication; in this process characteristic points of the Application User’s Fingerprint/Face Recognition is scanned by the scanner embedded in a Mobile Device; In order to use the Fingerprint/Face Recognition the relevant function has to be activated in the Application and separately on the Mobile Device, along with characteristic elements of a Fingerprint/Face Recognition;
  - g) **List of Accounts** - a list of current accounts, time deposits, savings accounts and credit accounts held by the Application User together with their balances;
  - h) **User Name** - a name assigned by the Client/Application User which defines them as a user in the Citi Mobile service and is used for the purpose of logging into that service;
  - i) **Mobile Device** - a mobile telecommunications device with an iOS or Android operating system, compatible with the Application, which enables the download of the Citi Mobile, as well as its installation in the memory of the Mobile Device and its activation on the Mobile Device. The valid list of system requirements will be published from time to time on [www.citibank.pl](http://www.citibank.pl). Minimum system requirements related to the Application as at June 01, 2024:
    - i. iOS version 14 or higher, fully compatible devices with the same operating system,
    - ii. Android version 9 or higher, fully compatible devices with the same operating system;
  - j) **Application User** - a consumer within the meaning of the Act of April 23, 1964 - Civil Code, or any other statute which may amend or replace it from time to time, who holds a Personal Account or a Citibank Credit Card or is a User of an additional Card or another product offered by the Bank, and who uses the Application;
  - k) **Cookies** - files which provide for storage of information or enable access to the information already stored in the final telecommunication device of the Application User;
  - l) **Citi Mobile Notifications** - a function of the Application which provides for sending short electronic messages to Clients’ mobile phones with installed Application, related to selected banking products (hereinafter referred to as the “Citi Mobile Notifications”).
2. Any terms which are capitalized and are not defined in point 1 herein shall have the meaning as in the Bank Account Terms and Conditions or the Citibank Credit Cards Terms and Conditions of Bank Handlowy w Warszawie S.A.

### CHAPTER 2. General provisions

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

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

### CHAPTER 3. Logging in to the Application

18. Logging in to Citi Mobile via the Application requires the same User Name and password which are used in Citibank Online.
19. Selected Mobile Devices also allow Fingerprint or Face Recognition Authentication
  - a) In the case of Fingerprint/Face Map Identification, the Application User receives access to the Account List along with the transaction history for up to 90 days. To view a longer transaction history, the user must enter the password,
  - b) If more than 180 days have passed since the Application User last accessed the information specified in sub-item a) via a Third-Party Vendor providing the service of access to account information and since the strong authentication of the Application User was last applied, logging into the Application will be preceded by a strong authentication, including with the use of Citi Mobile Token or a one-time SMS code,
  - c) In order to perform actions other than those listed in point a), you must:
    - i. perform Citi Mobile Token PIN Identification or,
    - ii. perform Password Identification. Some actions may require additional confirmation with a one-time authentication code or Citi Mobile Token PIN,
  - d) The Bank has the right to disable the Fingerprint/Face Map Identification service if there is a risk of violating security rules related to the disclosure or processing of Customer data.
20. At least every 90 days, in order to log in to the Application the User will be required to use strong authentication by means of, among other things, Citi Mobile Token or a one-time SMS code.
21. In order to carry out selected actions, the User has to:
  - a) carry out authentication with Citi Mobile Token PIN, or
  - b) carry out the Password Authentication procedure. Some of actions may require additional confirmation with a one-time authentication code or with Citi Mobile Token PIN,
22. The Application User is obliged to protect his/her Mobile Device from unauthorized third party access. If a third person gains access to the Fingerprint/Face Recognition registered on the device or registers his/her Fingerprint/Face Recognition on the device, such third person may gain unauthorized access to Application.
23. The Application User undertakes not to give access to the Mobile Device on which the Application is installed to third persons (i.e. it is not permitted to share the Mobile Device on which the Application is installed with other persons).
24. The Application User undertakes not to share the Username and password through software other than that provided by the Bank, in particular software used to share the screen of the Mobile Device.
25. The Bank is entitled to deactivate the Fingerprint/Face Recognition if there is a risk that the security rules relating to Customer data disclosures or processing have been violated.
26. The Application does not store any information on a User's Fingerprint/Face Recognition.
27. The Citi Mobile app does not save any financial data or any information on products. An account can only be created in the Citibank Online system on [www.citibankonline.pl](http://www.citibankonline.pl) or via the Application.
28. The User Name is stored by the Application automatically upon the first logging. The Bank stores the information on the User Name on the Mobile Device of the Application User. The Application User may remove the User Name from the memory of his/her device by deleting all data from Application's cache.
29. For security reasons, the Bank processes the user's location data only on the basis of the consent expressed by the user in the application. You can read more on the Bank's personal data processing procedure here <https://www.citibank.pl/uslugi-online/rodo/>
30. The security of connection is ensured by an Extended Validation SSL (EV SSL) certificate. Data transmission is secured by the TLS protocol with an AES-256 encryption algorithm and a 2048-bit RSA key.

## CHAPTER 4. Using the Application

31. The Application enables the Users to perform operations connected with banking products, to name a few:
- a) activation of the Citibank Credit Card and Debit Card along with assigning a PIN code to the card,
  - b) activation/deactivation of the Citibank Global Wallet service and opening currency subaccounts within this service,
  - c) activation of the Virtual Card,
  - d) activation/deactivation/change of push notification settings for the CitiAlerts Service,
  - e) preview of the cash loan status, possibility of repaying the installment or the entire loan for Personal Account holders,
  - f) viewing the status of the Housing Loan and Mortgage Loan,
  - g) downloading a statement for a Citibank Credit Card,
  - h) viewing the data of the Virtual Card and the physical card for the Citibank Credit Card and Debit Card,
  - i) viewing and updating selected contact details of the Customer, such as telephone number, e-mail address, correspondence address, residential address and registered address,
  - j) converting non-cash transactions over PLN 100 made with a Citibank Credit Card into installments (Card Installments), dividing the selected debt amount from the last Citibank Credit Card statement into installments (Balance in Installments) and using a loan from a Citibank Credit Card through online process,
  - k) checking the status of the Citibank Account and Credit Card,
  - l) repayment of the Citibank Credit Card,
  - m) checking exchange rates,
  - n) checking the details of the latest transactions posted and pending on the Citibank Account and Credit Card,
  - o) execution of BLIK transactions – BLIK payments, BLIK phone transfer, BLIK withdrawal
  - p) executing a transfer order between your own accounts and to any recipients from your Citibank Account and Credit Card,
  - q) execution of currency orders and conditional currency orders via Citi Kantor,
  - r) changing the PIN code for the Citibank Credit Card,
  - s) changing the ePIN code for the Citibank Credit Card and Debit Card,
  - t) changing BLIK settings – changing daily limits, registering for the BLIK phone transfer service, changing the source account for payments with the BLIK code,
  - u) deposit management (opening, changing the terms of renewal and instructions for closing the deposit), excluding promotional deposits and negotiated,
  - v) changing the connection of the Debit Card to the Personal Account between the account in PLN and currency subaccounts,
32. In addition, the Application makes it possible to check for discounts and special deals covered by the Citibank payment card discount program.

## CHAPTER 5. Citi Mobile Token

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

## CHAPTER 6. Citi Mobile Notifications

39. Citi Mobile Notifications were introduced to send the User messages on any changes and actions recorded by the Bank in the Personal Account or the Credit Card account (e.g. information on debiting or crediting the account) to the mobile phone of the Account holder with installed Application and activated Citi Mobile Notifications. The Notifications include information indicated by the Client upon activation or modification of the service settings, among other things:
- a) balances in the account or accounts,
  - b) funds available in the account or accounts,
  - c) deposits,
  - d) selected operations concerning the account or accounts,
  - e) transaction authorizations,
  - f) costs of a payment transaction with FX conversion,
  - g) about products and services.
40. Citi Mobile Notifications are free of charge and available for the holders of the Personal Account or Credit Card who have registered in the electronic banking and have installed the Citi Mobile application on their Mobile Devices.
41. Citi Mobile Notifications may only be delivered if the Mobile Device is turned on and connected to the Internet (connection to a Wi-Fi wireless network or active mobile data transfer with a selected mobile operator) and consent to send notifications via the Citi Mobile application in the settings Mobile Device is turned on. Lack of internet connection prevents you from using Citi Mobile Notifications.
42. Transactions executed when the Mobile Device is turned off or is not connected to the Internet will not be included in Citi Mobile Notifications.
43. Citi Mobile Notifications are assigned to one device and displayed on the main screen of the Mobile Device of the holder or co-holder of the Account for which they have been activated, in real time upon occurrence of an activity on the Account, subject to the conditions prescribed in point 35. The service may not be activated for an attorney.
44. The messages generated in real time shall be sent on each weekday following the operation which has caused the message to be generated.

45. By activating Citi Mobile Notifications, the account holder agrees to modification of the Citi Alerts service. Citi Mobile Notifications may be activated/deactivated only upon logging in to the Citi Mobile Application in the Application menu. Activation is authenticated by means of the Citi Mobile Token or one-time authentication code. The User may change the settings of Citi Mobile Notifications in the Citi Mobile application. Citi Mobile Notifications may be deactivated in the Application as well as in Citibank Online and CitiPhone. The User indicates the types of notifications provided under Citi Mobile Notifications to be activated.
46. If the account holder has activated the Citi Alerts notification service, when activating Citi Mobile Notifications the Citi Alerts text message notification service will be automatically disabled and the fee for text message Citi Alerts will not be charged any more. The Client may enable text message notifications under Citi Alerts with active Citi Mobile Notifications. If text message Citi Alerts are enabled again, the fee for Citi Alerts shall be charged, as per the Table of Fees and Commissions. Activation of Citi Mobile Notifications does not affect the settings of e-mail Citi Alerts.
47. Citi Mobile Notifications are activated separately for the Credit Card and the Personal Account, and for products and services notifications.
48. Citi Alerts information related to security is delivered via text message, irrespective of enabled/disabled Citi Mobile Notifications.
49. The list of received Citi Mobile Notifications may be found in cache of the Citi Mobile application.

## CHAPTER 7. Safety of the Application

50. The Application User is obliged to:
  - a) use the Application in accordance with these Terms and Conditions,
  - b) store the User Name and passwords used to log into the Application and the Citi Mobile Token PIN with due diligence and according to safety rules provided for in these Terms and Conditions,
  - c) not to store the User Name and passwords used to log into the Application together with the Citi Mobile Token PIN,
  - d) not to save the User Name, passwords or Citi Mobile Token PIN in any form or on any carrier or device, including on paper, a telephone (including in a notebook and contact list), other multifunction devices or computer;
  - e) log in and execute instructions via a City Mobile only in person,
  - f) keep confidential and not provide to third parties his/her User Name and passwords used to log into the Application and Citi Mobile Token PIN, especially during a telephone conversation, even if the caller claims to be an employee of the Bank,
  - g) not to open any e-mails, appendices to e-mails and links coming from unknown sources and from unknown or unverified persons, and also not to enter his/her User Name and passwords used to log into the Application and Citi Mobile Token PIN at websites or in applications to which access is gained via links sent by unknown persons, including at websites displaying the Bank's graphic identification,
  - h) ensure protection of the Mobile Device by using legal and updated software, by using up-to-date anti-virus, anti-spam and firewall software, and the latest versions of web browsers, and by not using automation applications, and by using the manufacturer's security measures;
  - i) install only those applications that come from authorized online application stores, such as Google Play or AppStore;
  - j) not to make the Mobile Device on which the Application is installed available to unauthorized third parties, including relatives, Bank employees or persons claiming to be relatives or Bank employees (i.e., it is unacceptable to share the Mobile Device on which the Application is installed with other persons),
  - k) not to use any applications or programs enabling remote access to a device (so-called remote desktop) on which the Application is installed while using this Application,
  - l) not to use any applications or programs enabling remote access to a Mobile Device (so-called remote desktop) while logging into Citibank Online via a web browser installed on a Mobile Device,
  - m) carefully read the messages and warnings against frauds and risks to the security of payment services that are made available and sent by the Bank on the Bank's website, via Citi Mobile, the Citibank Online Electronic Banking Service or via the CitiPhone Telephone Banking Service, and to contact the Bank in case of any doubts or problems to understand any individual messages or warnings,
  - n) carefully read any messages received from the Bank as part of the Citibank Online Electronic Banking Service, Citi Mobile, text messages and email correspondence in order to understand the nature of the instruction submitted to the Bank or the nature of the ordered Transaction,
  - o) use non-obvious character combinations when setting Citi Mobile Token PIN and passwords used to log into the Application (it is prohibited to use strings of characters such as: 1111, 0000, 1234, 4321, and codes related to the date of birth of the Application User, PESEL number, ID document numbers, telephone number or other personal data of the Application User),
  - p) immediately report to the Bank the loss, theft, misappropriation or unauthorized use of the Application or the Mobile Device on which the Application is installed, or unauthorized access to such Application or Mobile Device, as per item 54 below.
51. The Bank, having in mind the safety of Application Users:
  - a) never requires the Application User to disclose passwords used to log into the Application and Citi Mobile Token PIN (aside from locations designated for this purpose under Citi Mobile),
  - b) during the logging into the Citi Mobile service, it never asks the Client to provide the type of telephone, telephone number and does not require the installation of software or certificate on the Client's telephone or other device,
  - c) it indicates that:
    - i. In the event of installation of an application that allows remote access to a device, the Application User's data and account funds are compromised,
    - ii. the most common online scams include scams based on remote desktop software, phishing and spoofing scams, scams using fake websites, scams on so-called "fake investments."
52. It is not possible to use the Application on mobile devices with an operating system on which "jailbreaking" (Apple) and "rooting" (Android) were used, due to a significant reduction in the safety level of the Mobile Device caused by such actions (understood as a breach of security to access the system files of the Mobile Device in order to access and modify the software of the Mobile Device).
53. If the Application User takes advantage of the option indicated in item 19, then the Bank shall recommend using the function of automatic lock of the Mobile Device with password protection.



54. If the Application User has reasonable grounds for suspecting that an unauthorized person has accessed the Application User's data which enable such person to use the Application (in particular: User Name, password) or if the Client identifies loss, theft, misappropriation or unauthorized use of the Application or a Mobile Device on which the Application is installed or unauthorized access to this application or Mobile Device, the Application User should immediately notify this to the Bank via the CitiPhone Telephone Banking Service by calling: 22 692 24 84 (the fee as per the valid tariff of the operator), in order to block the Application. Application blockade also blocks Citibank Online.

## CHAPTER 8. Cookies

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

## CHAPTER 9. Complaints

58. The Bank informs the Application User that the Bank is the only entity ensuring maintenance and support of the Application. Any remarks, reservations, possible claims concerning the Application should be submitted to the Bank only.
59. All consumer complaints including those regarding the operation of the Application are received:
- in writing – when submitted in person at a Branch during the Branch's business hours, or sent to the following address: Citi Handlowy, Biuro Obsługi Reklamacji i Zapytań Klientów (Client Complaints and Enquiries Unit), ul. Golezowska 6, 01-249 Warszawa [Warsaw], or sent to the electronic delivery service address of the Bank: AE: PL-51087-16873-WFBWS-31, entered in the electronic address base;
  - orally – by telephone or in person for the record during the Client's visit to a Branch of the Bank,
  - in electronic format – to the electronic mail address of the Bank, via the Citibank Online Electronic Banking Service after logging in on the 'Contact' tab.
60. Valid contact details for submitting complaints are available on the Bank's website ([www.citibank.pl](http://www.citibank.pl)).
61. The Bank hereby informs you that:
- the Bank's activities are supervised by the Polish Financial Supervision Authority (KNF);
  - the Client has the right to ask the Financial Ombudsman for help;
  - the authority competent for consumer protection matters is the President of the Office of Competition and Consumer Protection (UOKiK).
62. Upon a Client's request, the Bank shall confirm that it has received a complaint. Such confirmation shall be made in writing or otherwise as agreed with the Client.
63. The Client may file a complaint by a representative authorized under a power of attorney granted in writing and with signature authenticated by a notary public or granted under a notarial deed, or granted by the Client at the Branch in writing in the presence of the Bank's employee.
64. The Bank's proceedings to accurately handle a complaint shall be expedited if the Client files such complaint promptly after formulating the reservations unless such circumstance has no impact on how the complaint is to be proceeded.
65. The Bank may request the Client to provide any additional information and documents required to handle a complaint.
66. In order to effectively and swiftly handle a complaint, it is advisable to include in the complaint: first name and last name, PESEL number or ID document number, a description of the event in question, an indication of the irregularity in question, the name of the employee who served the Client (or circumstances enabling their identification), and in the case of a loss – an explicit determination of the Client's claim with respect to the irregularities that occurred, and a signature in accordance with the signature specimen submitted to the Bank.
67. The outcome of the complaint handling proceedings will be notified to the Client without delay, provided, however, that not later than within 30 days of receipt of the complaint by the Bank. For complaints regarding the rights and obligations under the Act of 19 August 2011 on Payment Services, the Bank replies within 15 business days after such a complaint is received.
68. In especially complex cases, which make it impossible to handle a complaint and to provide a reply within the time limits set out in item 67 above, the Bank, in the information provided to the Client, will:
- explain the reason behind such delay;
  - specify the circumstances to be found for the purpose of handling the complaint;
  - specify the expected complaint handling and reply date, which, however, must not be longer than 60 calendar days of the date of receipt of a complaint not related to payment services provided by the Bank or 35 business days of the date of receipt of a complaint related to rights and obligations under the Payment Services Act of 19 August 2011.
69. To meet the time limits set out in item 67 above, the Bank needs to send a reply before their expiry, and for replies to complaints related to rights and obligations under the Payment Services Act of 19 August 2011 made in writing – the Bank needs to send a reply at a post office of the designated operator within the meaning of Article 3(13) of the Act of 23 November 2012 – Postal Services Law.

70. For complaints not related to rights and obligations under the Payment Services Act of 19 August 2011, the Bank may reply to such a complaint:
- a) in a letter sent to the Client's current mailing address;
  - b) by email, at the Client's request, to the Client's Primary Email Address provided to the Bank,
  - c) via Citibank Online – as a copy (cc) of a message sent concurrently as provided for in a) or b).
71. For complaints regarding the rights and obligations under the Act on Payment Services of 19 August 2011, the Bank shall reply to complaints in writing or, after such form is agreed with the Client, by email, to the Client's Primary Email Address provided to the Bank, via Citibank Online – as a copy of the message sent concurrently in a letter or by email.
72. If claims related to a complaint are not accepted, a Client has the possibility of appealing against the Bank's position presented in the reply to the Customer Service Team at Bank Handlowy w Warszawie S.A. to the address:
- Citi Handlowy  
Zespół ds. Współpracy z Klientami (Customer Service Team)  
ul. Golezowska 6  
01-260 Warszawa 42
- and submitting a request for consideration of the matter to the Financial Ombudsman.
73. Any possible disputes between the Client and the Bank can be settled:
- a) at the Client's request, by a Banking Arbitrator at the Polish Bank Association, in accordance with the Consumer Banking Arbitration Rules, (website: [zbp.pl/dla-klientow/arbiter-bankowy](http://zbp.pl/dla-klientow/arbiter-bankowy));
  - b) at Individual Client's or a natural person's being an entrepreneur request, by the Financial Ombudsman in accordance with the rules stipulated in the Act on dealing with complaints by financial market entities, on the Financial Ombudsman, and on Financial Education Fund of 5 August 2015 (the Financial Ombudsman's website: [rf.gov.pl/](http://rf.gov.pl/));
  - c) at the Client's request, by the Arbitration Court at the Polish Financial Supervision Authority, in accordance with the rules of that Arbitration Court (website: [knf.gov.pl/dla\\_konsumenta/sad\\_polubowny/informacje\\_ogolne](http://knf.gov.pl/dla_konsumenta/sad_polubowny/informacje_ogolne));
  - d) by the competent Polish court of law having subject-matter and territorial jurisdiction, identified in accordance with the relevant provisions of the Code of Civil Procedure.

## CHAPTER 10. Final Provisions

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