Terms of Use for the Citi Mobile® Mobile Application ("Terms of Use")

Please read these Terms of Use before you start using the Citi Mobile application.

They explain:

- how to log in to the mobile application;
- how to use the application and its features;
- what "Citi Mobile Token" and "Citi Mobile Notifications" are; and
- how to file a complaint.

In these Terms of Use, when we write "**you**" or "**your**," we mean you as the user.

When we write "**we**," we mean the Bank – the owner of the Citi Mobile mobile application. We also mean the Bank when we say things like "**I will inform you**" or "**I will write to you**" etc.

Words that start with capital letters are defined in the glossary, which you can find at the end of this Terms of Use.

CHAPTER 1. How to start using the Application

1. We give you a personal, non–exclusive, and non–transferable right to use the Application on Mobile Devices, as described in these Terms of Use.
2. To use the Application, you must first accept these Terms of Use and agree to follow them.
3. If these Terms of Use are different from the Bank Account Terms and Conditions or the Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A., these Terms of Use apply.
4. We confirm that we have the legal rights to the Application. We may allow you to use the Application as described in these Terms of Use. The right we have given you does not break the rights of other persons or companies (third parties).
5. All rights to names and trademarks included in the Application, for example "Citi Handlowy" or "Citi Mobile" and the Citi logo, belong to us or to companies connected with Citigroup Inc. They are protected by law under the Act of 4 February 1994 on Copyright and Related Rights and the Act of 30 June 2000 – Industrial Property Law.
6. You may not use any content from the Application for business purposes and you may not copy it, send it electronically, change it, or use it in any other way without our written consent.
7. You can download the Application for iPhones from the Apple online store (App Store) and for Android phones from Google Play. You can download the Application using Polish and selected foreign App Store and Google Play accounts.
8. To install the Application, you must download it from one of these stores, agree to install it, and accept these Terms of Use.
9. To deactivate the Application, you must go to your phone settings, open app management, select the Application, and accept its deactivation.
10. We may update the Application. The newest version of the Application will be available in the app store (App Store or Google Play) appropriate for your Mobile Device.
11. If the Android or iOS system is updated, we are not required to update the Application.
12. By accepting these Terms of Use, you agree that the following data may be stored on your device:
    a) confirmation that you accepted the Terms of Use,
    b) date of the last update of the Terms of Use,
    c) information about updates of graphic elements in the Application,
    d) User's name,
    e) information about using the Citi Mobile Token service.
13. We have to store the information specified in item 14 to confirm that you have read and accepted the rules of use of the Application and to make sure the Application works correctly.
14. If you do not accept the Terms of Use, this means that you don't agree to store the information specified in item 14 above, and, as a result, you will not be able to use the Application.
15. The Application is available free of charge. However, your mobile operator may charge you for internet access according to the operator's rates.
16. You can also use the Application outside Poland. In this case, you may pay data roaming charges according to the foreign operator's rates.

CHAPTER 2. Logging in to the Application

17. To log in to the Citi Mobile application, enter the same Username and password that you use for Citibank Online.
18. Selected Mobile Devices also allow you to log in using Fingerprint or Face Recognition Login:
    a) If Fingerprint or Face Recognition Login is used, you have access to the List of Accounts together with transaction history up to 90 days. To see a longer history, you must enter your password.
    b) If more than 180 days have passed since you last accessed the information specified in sub–item a) via a Third–Party Vendor providing the service of access to account information and since you last used strong authentication, logging into the Application will require strong authentication, including with your Citi Mobile Token or a one–time SMS code,

c) To do anything more than accessing the List of Account with up to 90 days of history, you must:
   i. confirm your identity with your Citi Mobile Token PIN; or
   ii. confirm your identity with your Password. Some of actions may require additional confirmation with a one–time authentication code or with Citi Mobile Token PIN,

19. If there is a risk to the security of your data, we may disable Fingerprint/Face Recognition Login. At least once every 90 days, when logging into the Application, you will be asked to use strong authentication, for example with Citi Mobile Token or a one–time SMS code.
20. You must protect your Mobile Device from access by other persons. If someone else uses your Fingerprints or Face, or registers their Fingerprints or Face on your device, they may gain unauthorized access to the Application.
21. You agree not to share with others your Mobile Device with the Application installed on it (do not let other people use the Mobile Device with the Application).
22. You agree not to share your Username and Password through any software not provided by the Bank, especially applications for sharing your Mobile Device screen.
23. We have the right to turn off Fingerprint/Face Recognition Login if there is a risk of exposing customer data or if safe processing of customer data could be threatened.
24. The Application does not store your Fingerprint or Face data.
25. The Citi Mobile application does not record any financial data or any information about products. An account can only be created in the Citibank Online system on www.citibankonline.pl or via the Application.
26. Your Username is saved automatically by the Application after you log in for the first time. The Bank stores your Username on your Mobile Device. You can remove your Username from your device by clearing all cached data from the Application.
27. For security reasons, we may process your location data if you give us the appropriate right in the Application (legitimate interest of the Bank, Article 6(1)(f) of the GDPR). More information about personal data processing by the Bank is available on https://www.citibank.pl/uslugi-online/rodo/
28. 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 3. What you can do using the Application

29. You can use the Application to manage bank products, including to:
    a) activate your Citibank Credit Cards and Debit Cards and set a PIN code for a card;
    b) activate or deactivate the Citibank Global Wallet service and open sub–accounts in foreign currencies within this service;
    c) activate a Virtual Card;
    d) activate, deactivate, or change Push notifications for the CitiAlerts service;
    e) view the balance of a cash loan, repay an instalment, or repay the full loan for Personal Account holders;
    f) view the balance of your Mortgage Loan and Home Equity Loan;
    g) download a statement for the Citibank Credit Card;
    h) view details of your Virtual Card and physical card for the Citibank Credit Card and Debit Card;
    i) view and update some contact details, such as phone number, email address, correspondence address, residential address, and registered address;
    j) split non–cash transactions above PLN 100 with your Citibank Credit Card into instalments (Card Instalments), split a selected part of your Citibank Credit Card balance from the latest statement into instalments (Balance in Instalments), and use your Citibank Credit Card balance to make a transfer online (Transfer in Instalments);
    k) check balances for your Citibank Personal Account and Citibank Credit Card;
    l) repay your Citibank Credit Card;
    m) check foreign exchange rates;
    n) check details of your most recent, posted and pending transactions on your Citibank Personal Account and Citibank Credit Card;
    o) perform BLIK transactions – BLIK payments, BLIK telephone transfer, BLIK cash withdrawal;
    p) make transfers between your own accounts and to any recipients from your Citibank Personal Account or Citibank Credit Card;
    q) execute foreign exchange orders and conditional foreign exchange orders via Citi Kantor;
    r) change the PIN code for your Citibank Credit Card;
    s) change the ePIN code for your Citibank Credit Card and Debit Card,
    t) change BLIK settings – change of daily limits, registration for BLIK Telephone Transfer, change of the source account for BLIK payments,
    u) manage deposits (create, change renewal conditions, or close a deposit) except for promotional or negotiated deposits;
    v) link your Debit Card to your Personal Account between the PLN account and foreign currency sub–accounts.
30. In addition, the Application makes it possible to check discounts and special offers as part of the Citibank payment card discount program.

CHAPTER 4. Citi Mobile® Token

31. In the Application, you can set a Citi Mobile Token code. It is used to authenticate transactions and other operations.
32. Citi Mobile Token can be used to authenticate transactions and other instructions in the Citi Mobile application, in the Citibank Online electronic banking service, and when making card payments online.
33. The Citi Mobile Token service can be activated on only one Mobile Device that you use.
34. To activate Citi Mobile Token, you must first install the Citi Mobile Application and log in to it. You can deactivate Citi Mobile Token in the Application or in Citibank Online.
35. When you activate Citi Mobile Token, you set a confidential 6–digit identification number (Citi Mobile Token PIN).
36. Authentication with Citi Mobile Token may require entering the Citi Mobile Token PIN or a one–time authentication code generated by Citi Mobile Token.

CHAPTER 5. Citi Mobile Notifications

37. The Citi Mobile Notifications service provides you with messages about changes and activities that we recorded on your account or Credit Card account. Messages are sent to your mobile phone on which the Application is installed. To receive Citi Mobile Notifications, you must first activate them. When activating, you choose what type of information you want to receive in Citi Mobile Notifications. This may include, for example, information about:
    a) account(s) balance;
    b) available funds on your account(s);
    c) deposits;
    d) selected operations on your account(s);
    e) transaction authorizations;
    f) costs of a payment transaction;
    g) products and services.
38. Citi Mobile Notifications are free of charge. You can use them if you have a Personal Account and/or a Credit Card, and you are registered for electronic banking and have installed the Citi Mobile application on your Mobile Device.
39. If you want to receive Citi Mobile Notifications, you must give consent to send notifications from the Citi Mobile application in the settings of your Mobile Device. An internet connection is required to use Citi Mobile Notifications.
40. Transactions made when your Mobile Device is turned off or has no internet access will not be covered by Citi Mobile Notifications.
41. Citi Mobile Notifications are assigned to one device and are shown on the main screen of your Mobile Device or on the screen of the mobile device of a joint account holder for whom they were activated. The service may not be activated for a representative.
42. Messages are generated in real time and sent every day after the operation that triggers the message.
43. Activating Citi Mobile Notifications means that the account holder agrees to a change to the CitiAlerts service. You can activate Citi Mobile Notifications after logging in to the Citi Mobile application in the Application Menu. During activation, you select the types of notifications you want to receive. Citi Mobile Notifications can be activated separately for the Credit Card, for the Personal Account, and for notifications about products and services. You can deactivate Citi Mobile Notifications in the Application, in Citibank Online, or via CitiPhone.
44. If you already use CitiAlerts and activate Citi Mobile Notifications, we will automatically turn off CitiAlerts by text message. CitiAlerts by email will remain active. You can turn CitiAlerts by text message back on while still having Citi Mobile Notifications active. In this case, we will restart charging fees for this service according to the Table of Fees and Commissions.
45. We will continue to deliver security–related CitiAlerts sent as text messages regardless of whether you have active Citi Mobile Notifications.
46. The list of received Citi Mobile Notifications is stored in the cache of the Citi Mobile application.

CHAPTER 6. Safety of the Application

47. You must comply with the following requirements:
    a) Use the Application in accordance with these Terms of Use;
    b) Keep your Username and passwords used to log in to the Application, and your Citi Mobile Token PIN safe;
    c) Do not store the Username and passwords used to log in to the Application together with your Citi Mobile Token PIN;
    d) Do not write down or store your Username, passwords, or Citi Mobile Token PIN in any form or on any medium or device, including on paper, on your phone (also in notes or contacts), or on any other device;
    e) Log in to and use the Citi Mobile Application only personally;
    f) Never share your Username and passwords used to log in to the Application, and Citi Mobile Token PIN with anyone, especially during phone calls, even if the caller claims to be our employee;
    g) Do not open emails, attachments, or links from unknown sources or unknown senders;
    h) Do not enter your Username and passwords used to log in to the Application and Citi Mobile Token PIN on websites or in applications accessed through links sent by unknown persons, including websites that use our graphic marks (logos);
    i) Use legal and up–to–date software, including antivirus, antispam, and firewall software, the latest versions of internet browsers, and factory device settings, and do not use automation apps;
    j) Install applications only from trusted app stores, such as Google Play and the App Store;
    k) Do not share your Mobile Device on which the Application is installed with anyone, including closely related persons, our employees, or persons claiming to be closely related persons or our employees;
    l) Do not use any applications or programs enabling remote access to a device (so–called remote desktop) on which the Application is installed while using the Application;
    m) Do not to use any applications or programs enabling remote access to a Mobile Device (so–called remote desktop) while logging in to Citibank Online via a web browser installed on the Mobile Device;
    n) Carefully read warnings about fraud and other risks published or sent by us on the Bank's website, in the Citi Mobile Application, in Citibank Online, or via CitiPhone, and contact us if you have any doubts;
    o) Carefully read messages received from us in Citibank Online, Citi Mobile, text messages and emails to verify that they match the action you are performing;
    p) Use non–obvious character combinations when setting Citi Mobile Token PIN and passwords used to log into the Application (do not use strings of numbers such as: 1111, 0000, 1234, 4321, or your date of birth, PESEL number, ID document numbers, telephone number or your other personal data);
    q) Immediately report to us the loss, theft, misappropriation, or unauthorized use of the Application or the Mobile Device on which the Application is installed.
    We will never ask you to disclose your Application passwords or Citi Mobile Token PIN (except in the designated places in the Citi Mobile Application);
    r) When logging in to the Citi Mobile Application, we do not ask for your phone type or phone number and we never require you to install any software or certificates on your phone or other devices;
48. If you install any application with remote access on your Mobile Device, you expose your data and funds on your account to risk. 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."

49. You must not use the Application on devices that are jailbroken (Apple) or rooted (Android), as this reduces security.
50. If you use Fingerprint or Face Recognition to log in to the Application, we recommend enabling automatic screen lock protected by a password on your Mobile Device.
51. If you suspect that an unauthorized person has information that allows access to the Application (especially: your Username or password), or if your Mobile Device is lost, stolen, misappropriated, or used without authorization, contact us immediately via CitiPhone at: 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 7. Cookies

52. The cookies we use do not store personal data. They are used, among other things, to remember your preferences and to secure the Application. If you do not agree to the installation of cookies, this may result in no access to the Application or in its incorrect operation.
53. Storing information or accessing it does not cause any changes to the configuration of the Mobile Device or to the software installed on that device.
54. Within the Citi Mobile application, we use two types of cookies:
    a) Persistent cookies – these are saved on the device you are using. We store and access them in order to remember the preferences you select while using the Application, for example to remember the Username used to log in. This allows the Username field on your device to be filled in automatically when the Application is restarted. By doing so, you agree that such information may be stored on your device. You can remove your Username from your device by clearing all cached data from the Application.
    b) Session cookies – these are necessary to maintain the proper exchange of information between the server and the Application. They also enable the correct display of the content of the visited page, including the Application and the functions it contains. We store and need access to this information in order to identify a given session (the dialogue between the Application and the server) and the Users who are communicating with the server at the same time.

CHAPTER 8. How to file a complaint

55. Only the Bank provides maintenance and support for the Application. Any remarks and reservations concerning the Application should be submitted to the Bank only.
56. You may submit a complaint in one of the following ways:
    a) in written form:
        - at a Branch of the Bank during its business hours or in a letter sent to the following address: Citi Handlowy, Biuro Obsługi Reklamacji i Zapytań Klientów [Customer Complaint and Inquiry Office], ul. Goleszowska 6, 01–260 Warszawa 42;
        - via Citibank Online after logging and going to the "Contact" tab or sending a message to the Bank's email address or to the Electronic Delivery Address of the Bank AE: PL–51087–16873–WFBWS–31;
    b) in oral form – made by phone or personally for the record during the Client's visit at a Bank Branch;

    Valid contact details for submitting complaints are available on the Bank's website (www.citibank.pl).
57. The Bank hereby informs you that:
    a) the Bank's activities are supervised by the Polish Financial Supervision Authority (KNF);
    b) the Client has the right to ask the Financial Ombudsman for help;
    c) the authority competent for (settling specified types of disputes) consumer protection matters is the President of the Office of Competition and Consumer Protection (UOKiK).
58. Upon your request, the Bank confirms that it has received a complaint. Such confirmation is made in writing or otherwise as agreed with you.
59. You may file a complaint by a representative authorized under a power of attorney granted in writing and with notarized signature or granted under a notarial deed, or granted by you at the Branch in writing in the presence of the Bank's employee.
60. Submitting a complaint immediately after your objections arise will facilitate and speed up its proper handling by the Bank unless this circumstance has no impact on the complaint..
61. The Bank may request you to provide any additional information and documents required to handle a complaint.
62. In order to handle the complaint swiftly and effectively, it is recommended that the complaint include: your first and last name, PESEL number or identity document number, a description of the event and the irregularity it concerns, the name of the employee serving the Client (or circumstances enabling their identification), and if damage has occurred, the Client's claim resulting from the irregularities, as well as a signature consistent with the specimen signature submitted to the Bank.
63. We will inform you of the outcome of the complaint without undue delay and no later than within 30 calendar days from the date the complaint is received.
64. In particularly complex cases that make it impossible to handle a complaint and to provide a reply within the time limit set out in item 63 above, we will:
    a) explain the reason for the delay;
    b) indicate the circumstances that still need to be established to resolve the case;
    c) specify expected complaint handling and reply date, which may not exceed 60 calendar days from the date the complaint is received.
65. We will respond to your complaint in one of the following ways:
    a) to your current mailing address – if the complaint was submitted in writing at a Branch, sent by post, or if you have requested a response in this form;
    b) to your Primary Email Address – if the complaint was sent to the Bank's email address, or if you have requested a response in this form;
    c) via Citibank Online (as a copy of the response sent to the Primary Email Address) – if the complaint was sent via Citibank Online;
    d) to your Electronic Delivery Address – if the complaint was sent to the Electronic Delivery Address.

66. If your claims resulting from the complaint are not accepted, you may appeal the decision 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. Goleszowska 6
    01–260 Warszawa 42

    and you may also submit a request to the Financial Ombudsman to review the case.

67. Any possible disputes between you and us can be settled:
    a) at your 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);
    b) at your 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/);
    c) at your 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);
    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 9. Changes to the Terms of Use

68. If we change the Terms of Use for the Citi Mobile® Application, we will ask you to accept them again when you start the updated version of the Application. If you do not accept the changed Terms of Use, you will not be able to use the Application.
69. We may change the Terms of Use if:
    a) new laws come into force that require us to make changes to the Terms of Use;
    b) we introduce new services or change the scope of the services or the way they are provided (this applies to services covered by these Terms of Use). Such a change must not harm your interests;
    c) we make changes in our IT systems;
    d) authorities responsible for bank supervision or competent in cases related to consumer rights protection issue new recommendations or decisions related to these Terms of Use.
70. You can also find these Terms of Use on our website www.citibank.pl.

CHAPTER 10. Other provisions

71. The rules for using the Application that are not explained in these Terms of Use can be found in: the Bank Account Terms and Conditions and the Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A. These documents are available on our website and at our Branches.
72. Citi and Citi Handlowy trademarks are registered trademarks of Citigroup Inc. used under a license. Citigroup Inc. and its subsidiaries are also entitled to the use of certain other trademarks used herein.
73. The Bank and the Application User acknowledge and agree that, to the extent that the Application User uses Mobile Devices referred to in item 74(i), Apple and Apple's subsidiaries are third–party beneficiaries of the rights related to the license granted for the Application, and that after the Application User accepts the Terms of Use, Apple will have the right to enforce these Terms of Use in this respect, solely in connection with the granted license and in accordance with applicable law.

CHAPTER 11. Definitions

74. Unless we state otherwise, the following terms used in these Terms of Use have the following meanings:
    a) **Application** – a software which is adapted for Mobile Devices and which enables access to the Citi Mobile service;
    b) **Bank** – Bank Handlowy w Warszawie S.A. with its registered office in Warsaw;
    c) **Citi Mobile** – the Citi Mobile mobile application. A simplified version of the Citibank Online transactional service, which provides access to information about the banking products you hold. The Application allows you to submit instructions online using a mobile device in the following scope:
        a. Deposit Product Agreement;
        b. Bank Account Agreement for a 'Citibank Personal Account';
        c. Bank Account Agreement for a 'Citibank Savings Account';
        d. Bank Account Agreement for a 'Citibank SuperSavings Account';
        e. Agreement for a Citibank Credit Card.
    d) **Citi Mobile Token** – a service available in the Citi Mobile application that enables authentication of transactions or other activities;
    e) **Password Authentication** – verification of the Application User's identity by entering your Username and password in order to log in to Citi Mobile;
    f) **Fingerprint/Face Recognition Authentication** – a process of verifying your identity, available on selected Mobile Devices, to access the List of Accounts together with transaction history for up to 90 days. This type of access does not require Password Authentication. The process consists of scanning the characteristic points of your Fingerprint or Face using the reader built into the Mobile Device. To use Fingerprint or Face Recognition Authentication, you must activate this feature in the Application. In addition, the characteristic points of your Fingerprint/Face must be registered on your device;
    g) **List of Accounts** – a list of your accounts, time–deposit accounts, savings accounts, broker accounts and credit accounts that can be viewed in the Application together with their balances;
    h) **Username** – a name chosen by you that identifies you as a user of the Citi Mobile service and is used to log in to that service.
    i) **Mobile Device** – a phone with the iOS or Android operating system that allows you to download, install, and use the Citi Mobile application. The current list of system requirements is published on www.citibank.pl Minimum system requirements for the Application:
        i. iOS 15 or newer,
        ii. Android 10 or newer;

j) **Application User** – a consumer within the meaning of the Act of 23 April 1964 – the Civil Code who has a Personal Account or holds a Citibank Credit Card or uses a supplemental card or another product offered by the Bank, and who uses the Application;
k) **Cookies** – files that enable the storage of information or access to information already stored on your phone;
l) **Citi Mobile Notifications**– a function of the Application that allows us to send you short electronic messages to the mobile phone on which the Application is installed. The messages cover selected banking products (and are called "Citi Mobile Notifications" in these Terms of Use);
m) **Natural Person** – under the law: every human being from birth until death;
n) **Phishing** – one of the most common types of attacks based on email or text messages. It uses a technique in which cybercriminals try to deceive you and cause you to take action according to their intentions;
o) **Spoofing** – a type of attack in which criminals pretend to be banks, institutions, public authorities, or companies in order to obtain data or money fraudulently. Fraudsters may impersonate a selected email address or phone number and dishonestly achieve their goals;
p) **Notarized signature** – a type of certification that you can obtain at a notary's office.

75. Any terms which are capitalized in these Terms of Use and are not defined above are described in the Bank Account Terms and Conditions or the Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A.

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, 12th Commercial Division of the National Court Register, KRS 000 0001538; NIP (Tax ID No.): 526–030–02–91; share capital of PLN 522,638,400, fully paid–up. Citi and Citi Handlowy trademarks are registered trademarks of Citigroup Inc. used under a license. Citigroup Inc. and its subsidiaries are also entitled to the use of certain other trademarks used herein.

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