Terms and Conditions
of use of the debit cards of Bank Handlowy w Warszawie S.A. within the frames of the Google Pay service (hereinafter referred to as: "Terms and Conditions").

1. These Terms and Conditions are issued by the Bank – 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, under number KRS 0000001538; Tax Identification Number (NIP) 526-030-02-91; share capital of PLN 522,638,400.00, fully paid up, acting on the basis of consents of and under the supervision of the Polish Financial Supervision Authority, e-mail address: listybh@citi.com, website: www.citihandlowy.pl.

2. Google Pay is a virtual wallet provided by Google Ireland Limited with its registered office in Ireland, Gordon House, Barrow Street, Dublin 4, (hereinafter referred to as: "Google") by means of the Google Pay application downloaded by the User or pre-installed on a mobile device (e.g. a mobile phone, tablet) which enables the User to register held payment cards, manage the card wallet and make payments by means of the cards registered therein.

3. The Bank informs that the name of the virtual wallet and the technical requirements necessary for using the Google Pay application, including the types of mobile devices which allow the use of the services, are determined by Google Terms and Conditions.

4. Google Pay accepts for registration debit cards (covered by the "Bank Account Terms and Conditions of Bank Handlowy w Warszawie S.A." and the "General Terms and Conditions for Co-operation with Corporate Client") and consumers' credit cards (covered by the "Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A.") issued by the Bank in the MasterCard system.

5. Registration of the Card shall proceed in accordance with the terms determined by Google and is confirmed by generation of a unique number for the registered Card (Token), which will be displayed in Google Pay. The Token shall be activated upon the User's entering an authentication code sent by text message to the mobile phone number registered in the Bank or – at User's discretion – during a conversation with a Citiphone advisor, in the application. The activation of the Token shall be tantamount to acceptance of the Bank's registering and operating the Card in Google Pay.

6. The Bank may refuse to operate the Card in Google Pay (in this, refuse to register the Card) in the case of:
   - wrongful acts of the User which are connected with the use of the Google Pay service and which infringe Bank's interests,
   - infringement by the User of the safety rules or the provisions of the Terms and Conditions mentioned in point 7 below.

7. The User may execute transactions by means of the Cards registered in Google Pay on the conditions prescribed in these Terms and Conditions, the Google Pay Terms of Service and, accordingly: The Bank Account Terms and Conditions of Bank Handlowy w Warszawie S.A., the General Terms and Conditions for Co-operation with Corporate Client or the Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A. (hereinafter referred to jointly as "Card Terms and Conditions"), which the User agrees to observe.

8. Google Pay enables execution of transactions with entrepreneurs accepting payments made by means of the NFC (Near Field Communication) technology, which enables execution of contactless transactions, as well as with entrepreneurs providing services at a distance having the Google Pay logo on their websites, which are listed in the Google Pay application. Transactions shall be executed up to the amount of funds available on the account to which the Card is issued and up to the amount of limits indicated therefor in the Card Terms and Conditions.

9. If there is more than one payment card registered in Google Pay, before executing a transaction the User shall select the Card. In the case of failure to select the Card, the transaction shall be executed by means of a payment card indicated in Google Pay as default.

10. The User executes a transaction with the Card by performing actions required by the Google Pay application and by authorizing transactions on the terms prescribed accordingly for contactless transactions or remote transactions in the respective Card Terms and Conditions, whereby in the case of transactions executed by means of NFC below the set limit indicated in the Card Terms and Conditions, authorization is performed by bringing an activated device closer to a NFC reader, and in the case of a remote transaction, the details necessary for execution of the transaction shall be provided on behalf of the User by Google.

11. The User may temporarily block the Token on a given mobile device and unblock it by requesting so through the Citiphone hotline.

12. The User may remove the Card from the virtual Google Pay wallet at any time, by:
    - removing the Card Tokens from all the installed Google Pay applications;
    - filing a request referred to in point 15 below;
    - cancelling the Card or requesting removal of the Card from Google Pay in a conversation with a Citiphone advisor.

13. The Bank may block the use of Google Pay:
    a) for objectively justified reasons, tied to the safety of Google Pay; or
    b) in connection with the suspicion of unauthorized use of the Google Pay or an intentional action aimed at causing the execution of an unauthorized payment transaction; or
    c) if the Bank blocks/cancels the Card for reasons mentioned in the Card Terms and Conditions.

14. The User may contact the Citiphone hotline in order to authenticate the Card registration, to block or cancel the Card, or in the event of any queries to the Bank, at:
    - for Retail Clients – (22) 692 2484
    - for persons pursuing own business activity – (22) 692 2900.

15. The User shall:
    - appropriately secure the mobile device on which Google Pay is used against being lost, stolen or destroyed,
    - immediately notify the Bank that the mobile device or data necessary for using the virtual wallet were lost, stolen or misappropriated and the virtual wallet was used without authorization.

16. To all matters not regulated herein, the provisions of the Card Terms and Conditions shall be applied accordingly, in particular in the scope of:
    – authorization of transactions and scope of their protection;
    – fees for respective types of transactions as mentioned therein;
    – complaint proceedings.

17. The Bank is authorized to unilaterally amend these Terms and Conditions in the case of:
    a) adjustment to new or amended legal provisions regulating the Bank's activity or to new interpretation of the above-mentioned provisions by the competent authorities in the scope related to the Terms and Conditions,
    b) introduction of new services or a change in the scope or form of provision of services to which the provisions of these Terms and Conditions apply, unless such change infringes on the Client's interests;
    c) adjustment to changes in Bank's IT systems or to changes of the manner in which Google provides its services, insofar as such changes affect the provision of services by the Bank and do not infringe on the Client's interests,
    d) adjustment to suggestions, recommendations or decisions issued by authorities responsible for bank supervision or competent in cases related to consumer rights protection in the scope pertaining to the Agreement.

18. Should the provisions of the Terms and Conditions be amended, the Bank shall notify the User on the introduced amendments in paper form or on other durable data carrier to the last correspondence address or e-mail address indicated by the User, not later than two months before the new provisions come into effect. In such a case the User may remove the Cards from Google Pay or object to those amendments, provided that the User's intent in this scope had been provided to the Bank before the amendments came into force. The new wording of the Terms and Conditions shall be deemed accepted by the User if the User makes no objection. As a result of objection the User's Cards shall be removed from Google Pay by the Bank.

19. The controller of User personal data within the meaning of the Personal Data Protection Act of 29 August 1997 shall be, accordingly, the Bank for the purpose of providing services connected with settlement of transactions with Cards in Google Pay, including in the scope of data pertaining to the Card Tokens, and Google for the purpose of provision of the Google Pay virtual wallet service, in the scope of personal data provided by the User for the purpose of provision of the Google Pay service. The provision of data by the User shall be voluntary but nevertheless necessary for proper use of the Application. The User shall have the right to access his/her data and to correct them or request their removal, which shall be executed by each of the data controllers individually.

20. IN ORDER TO ENABLE THE USE OF THE GOOGLE PAY SERVICE, THE BANK:

    - CONFIRMS TO GOOGLE AND THE PAYMENT ORGANIZATION OPERATING THE CARD IN GOOGLE PAY THAT THE DATA AND INFORMATION PROVIDED TO THEM EARLIER BY THE USER ARE CORRECT,

    - PROVIDES GOOGLE WITH THE LAST 4 DIGITS OF THE PHONE NUMBER TO WHICH THE PASSWORD FOR REGISTRATION IN THE SERVICE SHALL BE SENT,

    - PROVIDE GOOGLE WITH A LIST OF THE LAST TRANSACTIONS EXECUTED BY THE USER IN GOOGLE PAY IN AN ANONYMIZED FORM.

    THE USER SHALL ACCEPT THE FOREGOING BY ENTERING THE CODE CONFIRMING THE CARD REGISTRATION IN GOOGLE PAY IN THE APPLICATION.