

Terms and Conditions for the Use of Payment Cards of Bank Handlowy w Warszawie S.A. in Apple Pay (hereinafter: “Terms and Conditions”)

These Terms and Conditions shall come into effect on May 21, 2024.

1. These Terms and Conditions are issued by 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 no KRS 0000001538; Tax Identification Number (NIP) 526-030-02-91; share capital of PLN 522,638,400, fully paid up, acting on the basis of consents of and under the supervision of the Polish Financial Supervision Authority, e-mail address: listybh@citi.com, Bank’s website: www.citihandlowy.pl., address for electronic service of process of the Bank AE:PL-51087-16873-WFBWS-31 (hereinafter: the “Bank”).
2. These Terms and Conditions set out rules of registering and using Cards in Apple Pay.
3. Terms and phrases used in these Terms and Conditions shall have the following meaning:
 - (a) **Apple Pay** – a virtual digital wallet made available by Apple Distribution International based in Ireland Holly Hill Industrial estate, Cork, Ireland, (hereinafter referred to as “Apple”) on an Apple device (e.g. phone, tablet, computer, watch) through the pre-installed Wallet application, enabling the User to register their Mastercard payment cards, manage their card wallet and make payments using the cards registered in the wallet;
 - (b) **Card** – a debit or credit payment card issued by the Bank in the Mastercard system, the use of which is regulated in the Card Terms and Conditions;
 - (c) **Card Terms and Conditions** (jointly “Card Terms and Conditions”) – respectively: Bank Accounts Terms and Conditions of Bank Handlowy w Warszawie S.A., Citibank Credit Cards Terms and Conditions of Bank Handlowy w Warszawie S.A. and General Terms and Conditions of Cooperation with a Business Client.
 - (d) **User** means respectively:
 - Client or User as defined in the Citibank Credit Cards Terms and Conditions of Bank Handlowy w Warszawie S.A.;
 - Client or Representative being the Client within the meaning of the Bank Accounts Terms and Conditions of Bank Handlowy w Warszawie S.A. for whom a Card has been issued;
 - Business Client or Representative with access to Citibank Online within the meaning of the General Terms and Conditions of Cooperation with a Business Client, for whom a Card has been issued.
 - (e) **Wallet** – the application on an Apple device that stores Tokens and enables the registration of a Card in Apple Pay.Any capitalized terms that are not defined in these Terms and Conditions have their meaning as defined in the Card Terms and Conditions.
4. The rules for using Apple apps and services, including Wallet and Apple Pay, are not subject to the Terms and Conditions, they are defined by Apple and can be found on Apple’s website <https://support.apple.com/pl-pl/HT208531>. This concerns, among other things, the technical requirements that must be met in order to use Apple Pay and the list of devices on which Apple Pay can be used.
5. Only the Card User may register a Card in Apple Pay.
6. The registration of the Card in Apple Pay is confirmed by generating an individual number for the registered Card (token) (hereinafter: “Token”).
7. A Card can be registered in Apple Pay:
 - a) by adding the Card in the Wallet application on an Apple device and confirming the addition of the Card to the Wallet application in Citibank Online or Citi Mobile (excluding the confirmation of adding Debit Cards issued to the Business Account), or
 - b) through the Citi Mobile banking application (excluding Debit Cards issued to the Business Account).
8. The Card is registered in Apple Pay through the Wallet application after completing all of the following steps:
 - a) Card details have been entered in the Wallet application,
 - b) the User has read and accepted the Terms and Conditions,
 - c) the User has entered in the Wallet application the authentication code received in an SMS text message to the mobile phone number registered with the Bank,
 - d) the addition of the Card to the Wallet application is confirmed through Citibank Online or Citi Mobile within 3 days from the date of entering the authentication code by the User in the Wallet application, in accordance with the process described in item (c).
9. In the case of Cards registered in Apple Pay through the Wallet application before May 21, 2024, the User must confirm the addition of the Card to the Wallet application for each Apple device separately through Citibank Online or Citi Mobile by June 14, 2024. Tokens for which the registration of the Card has not been confirmed within the required time limit will be removed on June 15, 2024.
10. The Card is registered in Apple Pay via Citi Mobile after completing all of the following steps:
 - a) the User has logged in to the Citi Mobile banking application,
 - b) the User has selected the Card for registration in Apple Pay,
 - c) the process has been initiated in Citi Mobile to register the selected Card in Apple Pay by selecting the button with the Apple logo,
 - d) the Terms and Conditions have been read and accepted,
 - e) the addition of the Card has been confirmed by entering the Authentication Code by the User received in an SMS text message to the mobile phone number registered with the Bank or through Citi Mobile Token.

After completing the above steps, the Card registration process is finalized in the Wallet application.

11. A description of how to add the Card to Apple Pay in individual models of the Apple device is available on the Bank's website www.online.citibank.pl/applepay.
12. The User may register a Card in Apple Pay and use the Card via Apple Pay, provided that the Card is in active status (is not canceled/ blocked/closed).
13. The Bank may refuse to operate the Card in Apple Pay (it may also refuse to register the Card) in the case of:
 - a) unlawful acts of the User in connection with the use of the Apple Pay service, violating the interests of the Bank,
 - b) violation by the User of the security rules or the provisions of the Terms and Conditions indicated in item 30 below,
 - c) the Bank's objectively justified suspicion of an unauthorized use of the Card or Apple device by persons who are not the User,
 - d) if the User has not confirmed within the indicated time limit that the Card has been added to the Wallet application through Citibank Online or Citi Mobile.
14. The User can make transactions using the Cards registered in Apple Pay, on the terms and conditions set out in the Card Terms and Conditions and the Terms and Conditions.
15. In order to enable the use of the Apple Pay service, the Bank:
 - a) confirms to the payment organization and Apple the accuracy of the data and information provided by the User beforehand,
 - b) provides Apple, through the payment organization, in anonymized form, with a list of the User's last 10 Apple Pay transactions and the last four digits of the Card.
16. The User gives their consent to the transfer of the information indicated in item 15 by
 - a) entering the one-time Authentication Code during the registration of the Card in Apple Pay through the Wallet application, necessary to register the Card and by confirming that the Card has been added to the Wallet application via Citibank Online or Citi Mobile, or
 - b) accepting the addition of the Card to Apple Pay from the Citi Mobile banking application, confirmed:
 - by entering by the User in the Citi Mobile application the Authentication Code received in an SMS text message to the mobile phone number registered with the Bank or
 - using the Citi Mobile Token.
17. If the User wants to remove the Card from Apple Pay, the selected Card should be removed from the Wallet app on a given Apple device. For security reasons, if a given Apple device is no longer used, all Cards must be removed in the same way.
18. With the Card added to Apple Pay, the following transactions can be made:
 - a) contactless transactions by bringing the Apple device to which the Card has been added close to a contactless reader, at Mastercard acceptance points (merchants),
 - b) remote transactions with merchants that accept Mastercard payments with the use of Apple Pay,
 - c) cash transactions, if the Bank makes this type of transactions available.
19. The User can make Card transactions by following the steps required by Apple Pay and authorizing the transactions in the manner specified in the Card Terms and Conditions.
20. If the User submits an instruction to disable the functionality enabling contactless payments with the use of the Card, then the possibility of making Card payments using Apple Pay is, at the same time, blocked.
21. If there is more than one Card registered in Apple Pay, the User must select the Card before making the transaction. In the case of failure to select the Card, the transaction will be made using the Card that is designated in Apple Pay as the default Card.
22. As part of Apple Pay, a history of the last ten transactions made with Cards is available on an Apple device (excluding Apple Watch), and the displayed transactions are not older than 30 days. Transaction details include the date, time, amount, location, and status of the transaction.
23. If the Card is renewed or a new Card is issued with the same number, Apple Pay Card details in Apple Pay will be automatically updated.
24. In the event of canceling the Card or issuing a new Card with a new number, the Bank will block the Tokens associated with the payment Card on which the Card has been registered. Once the Card with a new number is activated, the Card must be re-registered with Apple Pay.
25. The User can withdraw from the Card registration with Apple Pay at any time by:
 - a) removing Card Tokens from all devices on which the User used the Apple Pay digital wallet;
 - b) canceling the Card or requesting removal of the Token during a conversation with a Citiphone advisor.
26. The Bank may block the use of Apple Pay:
 - a) for objectively justified reasons, tied to the safety of Apple Pay; or
 - b) in connection with the suspicion of unauthorized use of Apple 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.
27. The User may contact the Citiphone hotline in order to be assisted during the registration of the Card in Apple Pay, blocking or canceling the Card, or in the event of any queries to the Bank, at the following telephone number:
 - a) for individual clients – (22) 692 2484 (call charge according to the operator's tariff),
 - b) for persons conducting business activity – (22) 692 2900.
28. The User shall:
 - a) keep confidential the password and access codes to the Apple device, including to Apple Pay;
 - b) do not disclose the data on a Card for any purposes other than the registration of the Card in Apple Pay;
 - c) properly secure the Apple mobile device on which a Card is installed against loss, theft or destruction;
 - d) do not make available the Apple device on which a Card is registered in Apple Pay to any third parties;
 - e) do not keep biometric data of any third parties on the Apple device dedicated to using Apple Pay;
 - f) sign in to the Wallet application and execute transactions exclusively by yourself;
 - g) notify the Bank without delay that the data required to use Apple Pay have been lost, stolen or intercepted or of any unauthorized use of Apple Pay.

29. 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 User's interests,
 - c) adjustment to changes in Bank's IT systems or to changes of the manner in which Apple provides its services, insofar as such changes affect the provision of services by the Bank and do not infringe on the User'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.
30. In the event of amendments to the provisions of the Terms and Conditions, the Bank provides information about the amendments in paper form or on another durable medium to the last correspondence address or e-mail address indicated by the User, no later than two months before the new provisions take effect (in the case of the User defined in item 3(d) indent 3) no later than one month before the new provisions take effect.). In such a case the User may remove the Cards from Apple 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 Apple Pay by the Bank.
31. To all matters not regulated herein, the provisions of the Card Terms and Conditions shall be applied accordingly, in particular in the scope of:
- a) transaction authorization and scope of protection;
 - b) fees for individual types of transactions;
 - c) complaint procedure.
32. Information about rules for processing personal data provided by the User directly to an Apple device can be found on the website <https://www.apple.com/legal/privacy/pl/>.
33. Apple Pay and Apple are registered trademarks of Apple Inc., which is registered in the U.S. and in other countries.