

## **CITIBANK PAYALL SERVICE TERMS AND CONDITIONS**

Last Modified: 28<sup>th</sup> July 2020

Please read carefully the following terms for the Citibank PayAll Service below which governs your use of this Service. These terms may be amended at any time and from time to time by us at our reasonable discretion.

### **1. DEFINITIONS**

When we use the following words in these terms, they have the meanings as respectively set out below:

#### **Business day**

any day on which banks are open for business in Singapore other than Saturday, Sunday and gazetted public holidays in Singapore

#### **Card**

the Citibank Credit card issued by us and any renewal or replacement and if more than one card or if a supplementary card is issued, includes such other card(s)

#### **Card account**

an account which you maintain with us in respect of the card

#### **Cardmember**

a person to whom a card is issued and includes the supplementary cardmember where the context requires

#### **Combined credit limit**

the maximum credit limit permitted by us, and communicated to you by us from time to time, in respect of which the total outstanding balance of your card account must not exceed at any time and if you have more than one card account such limit shall be the maximum permitted for the total outstanding balance of all your card accounts (excluding only any business card account where the credit limit thereof is determined by the business member and excluding any credit limit assigned on your Citibank Ready Credit account).

#### **Compliance Obligation**

our obligation to comply with applicable laws, regulations, subsidiary legislation, court orders, directives, guidelines and/or requirements of courts, regulatory authorities and government authorities (including the Monetary Authority of Singapore and the Office of Foreign Assets Control of the United States Department of the Treasury).

**Citibank / Citi**

Citibank Singapore Limited

**Citigroup, Inc.**

Citigroup, Inc., a corporation incorporated in the United States of America

**Citigroup Organisation**

any affiliate or subsidiary of Citigroup, Inc.

**Fee**

the service charge or administrative fee for the PayAll Service which may be amended from time to time by us at our discretion.

**Malware**

means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain your personal data or security information (such as OTP, password, userid) or any other information related to you for malicious or fraudulent purposes, including, without limitation, through Structured Query Language injections, cross site scripting, worms, Trojan horses, adware or spyware.

**OTP**

the one time use PIN which we will notify you of via SMS to enable me to authorise a Payment.

**Payee**

refers to the accountholder of the Payee Account or the party who is the intended recipient of the Payment Amount.

**Payee Account**

refers to the account specified by you as the receiving account of the Payment Amount.

**Payment**

a payment made through the Service with your card, to the relevant Payee, which is subject to such transaction/daily/monthly limits as may be determined by the Bank in its reasonable discretion.

**Payment Amount**

the aggregate dollar value of a Payment inclusive of the Fee where the context requires.

**Payment Due Date**

the date you specify as the date by which your Payment Amount is to be paid to the Payee which must be a date falling at least 3 business days (or such other time period as we may determine from time to time) after the Payment Charged Date. For the avoidance of doubt, the Bank is entitled to make payment any time between the Payment Charged Date and Payment Due Date.

**Payment Charged Date**

means a date, prior to the Payment Due Date, on which you have authorized us to charge the Payment Amount to your card.

**PayAll Service / Service**

Citibank's online PayAll Service enables cardmembers to make payments to various Payees with a credit card, and includes any content, information, features, technologies and/or functionalities offered by Citi to facilitate the provision of such platform and/or application, and all upgrades, updates and enhancements thereto.

**Restricted Activities**

all restricted activities in relation to your use of the Service including those specific activities described in Clause 9 of these terms.

**Supplementary card**

a card issued to a supplementary cardmember

**Supplementary cardmember**

the person who is issued a supplementary card

**We, our, us**

Citibank Singapore Limited

**You, your, cardmember**

the person to whom the card is issued and includes the cardmember and each and every supplementary cardmember where the context requires

**2. PAYALL SERVICE**

- 2.1 The Service enables you to make payments to various Payees in connection with goods and/or services rendered by such Payees with your Citibank credit card by paying a Fee. Payments made using the Service may earn you rewards on your card. The rewards currency will depend on your card type. The rewards will be credited only after your card has been charged with the Payment Amount as well as the Fee.
- 2.2 The Service is governed by these terms which may be amended by us from time to time at our discretion. In addition, your card account is governed by the relevant cardmember's agreement which is available for viewing on our website. Unless otherwise stated, in the event of any inconsistency between the Terms and the relevant cardmember's agreement, these Terms shall apply.
- 2.3 We reserve the right to offer differential and promotional Fees to selected cardmembers based on an evaluation of their entire portfolio with Citibank.

### **3. ELIGIBILITY & PARTICIPATION**

- 3.1 A cardmember whom we have invited to participate in this Service and whose card account is in good standing, as determined by us in our sole discretion. We are not obliged to provide this Service to any cardmember and may not extend the invitation to any cardmember at our sole discretion.

### **4. PAYMENTS**

- 4.1 When you make a Payment using our Service, you are authorizing us to debit the Payment Account from your designated card and to credit such Payment Amount to your Payee Account.
- 4.2 When using the Service to make Payments, you are responsible for ensuring the accuracy and completeness of all account numbers, reference numbers and/or other payment details contained in your instructions. Failure to do so may result in your Payment being made to an incorrect Payee and/or an incorrect Payment Amount and/or Payee rejecting the Payment and we will not be responsible for such errors or any resulting loss or damage incurred by you. We do not carry out any independent verification on the Payee Account, reference numbers and/or other payment details provided by you. Further, as all Payment transactions will not be processed via any of the card associations (for example, Visa or MasterCard), the chargeback dispute resolution process of the card associations will not be available to you and accordingly, you will not be able to raise a chargeback dispute in respect of any Payment transaction. You agree to pursue all claims and disputes against a Payee directly with the applicable Payee.
- 4.3 You may specify the Payment Due Date(s) on which you require the specified Payment Amount to be transferred to your Payee Account and we will, on the Payment Charged Date, charge your card in advance of such specified Payment Due Date. To ensure that your Payment is made on time, you must select a Payment Due Date that is at least 4 business days after the date on which you have set up the Payment to ensure that there is enough time to complete the Payment prior to the Payment Due Date. Please note that while your recipient should, barring unforeseen circumstances, receive the Payment by the Payment Due Date, the date which your Payment is posted into your recipient's account depends on the individual recipient bank's and/or billing organization's payment posting timelines.
- 4.4 You accept that we cannot guarantee the time at which the Payee Account will be credited by the relevant receiving bank. To avoid incurring any late charge or other finance charges, you acknowledge that you must initiate a Payment sufficiently ahead of the due date of your payment. We will not be liable for any such late charges or other finance charges.
- 4.5 When you schedule recurring Payments, you authorize us to charge your designated card automatically on a recurring basis at the frequency and for the period specified by you via the Service, without further reference to you for each such Payment. Where you have scheduled a Payment on a designated card and such card is renewed or replaced, you acknowledge that these Payments will be charged to such renewed or replaced card. For the avoidance of doubt, this is

regardless of whether such renewed or replaced card bears the same card number as the card being renewed or replaced.

- 4.6 We shall not be obliged to carry out any Payment and may reject any Payment transaction on your card at our discretion. Without prejudice to the generality of the foregoing, you agree that you are not allowed to make Payments in respect of (i) any loan/debt repayments such as but not limited to mortgage repayments, credit card payments and loans, (ii) any cryptocurrency related transactions, gambling and casino-related transactions or such other transactions that we may determine at our discretion.
- 4.7 We may impose limits on the amount of Payments you can do on a transaction/daily/monthly basis. Such limits may be revised from time to time at our reasonable discretion.
- 4.8 You accept and agree that no refunds of Payment Amounts or Fees are permitted once charged to your card account. You may request to cancel a Payment transaction prior to the Payment Amount and Fee being charged to your card account but such request is subject to our approval and at our discretion.
- 4.9 We may in good faith regard any instructions received by you which are referable to your OTP and/or such other identification number or security device as we may from time to time issue to you, or otherwise in accordance with our prescribed verification process, as authentic and duly authorised, whether or not actually authorised by you, and regardless of any subversion of any authentication process put in place by us, and shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the instructions or to verify the accuracy and completeness thereof. Such instructions shall be deemed to be irrevocable and binding on you notwithstanding any conflict or inconsistency with any other prior instructions given by you to us or any error, lack of clarity or misunderstanding in any instructions received by us, provided that the instructions were provided in accordance with our prescribed verification process prevailing at the time.

## 5. **EXCLUSION OF LIABILITY**

- 5.1 You acknowledge that we are not responsible for any interruptions, errors, omissions, or delays in Service and/or the transfer of the Payment Amount to the Payee Account save for our gross negligence or willful default.
- 5.2 In the event that we are rendered wholly or partly unable to provide the Services by reason of causes beyond our control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, Compliance Obligations, or by any other causes which we cannot reasonably be expected to avoid, the performance of our obligations as they are affected by such causes shall be excused for the

continuance of such causes. We shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.

5.3 Without prejudice to the generality of the foregoing, we shall not be responsible for any losses, damages, expenses (including any late/finance charges or penalties incurred by you) and where applicable, you shall compensate us for any losses damages and expenses incurred by us, in connection with your use of the Services, including but not limited to any of the following situations: -

- (i) any delay or failure in delivery or transmission of Payment Amounts;
- (ii) any variation, cancellation or discontinuation of the Service;
- (iii) your card account is closed or your card account (or any credit balance therein, if any) has been put on hold;
- (iv) the Payment will cause your card account to go over your combined card limit;
- (v) you have not provided us with complete and correct payment information, including without limitation the Payee Account number and Payment Amount(s);
- (vi) you have, in our opinion, misused the Service;
- (vii) the Payment is rejected by us or by the receiving bank (which holds the Payee Account) for any reason whatsoever;
- (viii) our taking of and processing of any of your Payment instructions in accordance with our prescribed verification process and acting upon them including where such instructions were given in subversion of our prescribed verification process, such as by means of any Malware;
- (ix) our observance of the Compliance Obligations;
- (x) your failure to comply with any applicable laws or regulations;
- (xi) your equipment (including computer, mobile, laptop or other handheld devices), software or any communications link is not working properly;
- (xii) the Service is unavailable/down for maintenance;
- (xiii) your use of the Service is being prohibited, restricted, delayed or otherwise affected by (A) the laws and regulations of the country from where the Service is accessed and/or the terms and conditions prescribed by the relevant service provider, information service provider, network provider, content provider, server or such other equivalent system in such country of access; (B) any law or regulation of any jurisdiction, regional or international authority which governs any use or any component of the Service, the

relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (C) any act or omission by the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (D) our modifying, maintaining or upgrading of the Service and/or the relevant webpages; and/or (E) our terminating or modifying the Service; or

(xiv) the fraud, negligence, default, act or omission of any third party.

5.4 We may at our absolute discretion, from a risk management perspective, security perspective or if required by the relevant authority or under any applicable law, without notice to you and without giving any reason, suspend your right to the Services and may terminate the Services. Save as provided above, we may terminate the Service at any time at our discretion with reasonable notice.

5.5 Your use of the Service is entirely at your own risk and without prejudice or limitation to any of these terms, we will not be responsible for any losses, damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) suffered by you or any third party arising from us acting or not acting on any such instruction for any reason whatsoever, except in the case of our gross negligence or wilful default. You agree that for the avoidance of doubt, we shall not be liable to you for any losses or damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) arising out of or in connection with the disclosure to any person of any information whatsoever regarding you, the card account(s) arising in any way as a result of or from or in connection with your neglect or failure to keep your OTP or other security-related information (for example password, PIN) confidential or your use of the Service, except in the case of our gross negligence or wilful default.

5.6 Any contract between you and a Payee in respect of any goods or services provided to you by the Payee, or in respect of any payment obligation between you and a Payee, is independent of these Terms and is entirely between you and such Payee. Accordingly, we assume no responsibility and will have no liability of any kind whatsoever in respect of your dealings with Payees including with regards to the Payment Amount, the proper and timely delivery of goods or services by Payees. You remain solely and fully responsible for the timely and complete fulfillment of all your obligations towards your Payee (whether under contract or at law), including all payments to be made by you to a Payee. You agree to pursue all claims and disputes against a Payee directly with the applicable Payee.

## **6. FEES AND TAXES**

6.1 This Service is not free of charge. You will be charged a Fee for every Payment you make through the Service which will be disclosed to you when you use the Service. This Fee is payable in addition

to the Payment Amount, and by using the Service, you authorize us to charge the Fee to your card at the same time as, and in addition to, the corresponding Payment Amount. The Fee may be amended by us from time to time at our discretion provided that the Fee will be disclosed to you when you use the Service.

- 6.2 You shall be responsible for any tax or any other levies or charges whatsoever now or hereafter imposed by law or required to be paid in respect of any Payment and you shall compensate us for any payment of such taxes made by us (if any) on your behalf.
- 6.3 If we do not receive your full payment of the PayAll transaction(s) specified in the statement of account of your card, you must pay us all fees, interests and charges levied in accordance with the relevant Cardmember's Agreement governing the use of the card, from the date each such PayAll transaction was effected until the date payment is received in full.

## **7. RELEASE OF INFORMATION**

- 7.1 You agree that we may disclose any information whatsoever regarding me and/or my card account(s) in connection with this Service to:
- (a) any of our affiliates (wheresoever situate);
  - (b) any of our agents, servants, correspondents, independent contractors and/or associates;
  - (c) any bank or financial institution involved in the Payment which includes the receiving bank of the Payment Amount (i.e. the bank which holds the Payee Account); and
  - (d) the police, regulators of competent jurisdiction or any public officer conducting investigations in connection with any offence or alleged offence

## **8. FUND HOLDS**

At our sole discretion, we may place temporary holds on Payments or suspend, cancel, deny, stop or reverse any Payment without any liability to you or any third party (including for late fees, penalties, or interest imposed as a result of late payment), including for the following reasons: (a) in order to verify the identity or status of the Payee or to conduct such checks as we may deem necessary to observe our Compliance Obligations; (b) if you have brought a dispute or claim against us and that dispute or claim has not been resolved; (c) if you may have committed a breach of these terms; or (d) we have reason to believe that there is any unauthorised or fraudulent use of the Service. We have the right to request more information from you or any third party regarding a Payment before a hold is released.

## **9. YOUR RESPONSIBILITY**

- 9.1. When accessing and using the Service, you must comply with any prescribed verification procedures, or other procedures, directions and instructions communicated by us to you. Further, you hereby represent and warrant that you shall not, in connection with your use of the Service:



- (a) use the Service other than exclusively for the types of Payments and Payees we allow;
- (b) send money to yourself or recipients who have not provided you with goods or services (unless expressly allowed by us);
- (c) provide yourself or any other party a cash advance from your card (or help other parties to do so);
- (d) breach these terms;
- (e) engage in any fraudulent, illegal or unlawful activity whether intentionally or unintentionally, or breach any regulations, rules, notices, instructions or directives of any regulatory body or authority, governmental agency or national or other securities exchange;
- (f) infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights;
- (g) use the Service in a manner that we reasonably believe to be in breach of the relevant card association or network rules; and/or
- (h) use the Service to operate or engage in any business regulated by the Monetary Authority of Singapore or any other relevant regulatory body. Such businesses include but are not limited to money service or remittance businesses or virtual currency exchanges.

9.2 Where we determine that you have engaged in any Restricted Activities, or committed a breach of these terms or any applicable laws or regulations, or if we suspect that you have engaged in fraudulent or illegal activity in connection with the Service, we shall be entitled to take such action as we may deem appropriate including the following: (a) terminating, suspending, or limiting your access to your the Service (such as limiting your ability to submit Payments); (b) updating inaccurate information you provided us; and/or (c) refusing to provide our Service to you in the future. You agree to cooperate fully with any investigation that we conduct in connection with the foregoing.

9.3 Where we have determined in our discretion exercised reasonably that your Payment(s) to IRAS exceed the amount of taxes which you are required to pay to IRAS, we shall be entitled to claw back any rewards credited to your card account in connection with any amount so overpaid to IRAS using the Service. In such an event, we will refund the relevant portion of Fee in respect of such overpaid amount.

## **10. INDEMNITY**

10.1 You will compensate us and hold us harmless against any loss, damage, liability, cost and expense (including legal costs) which we may reasonably incur or suffer as a result of or in connection with

your card account and/or the Service and/or these terms, including without prejudice to the generality of the foregoing:-

- (a) your breach of any of your obligations under these terms;
- (b) the actual or attempted enforcement or protection of any of our rights and remedies against you; and/or
- (c) any change in any law, regulation or official directive which has an effect on the Service, the card, the card account and/or these terms, and the same may be charged to your card account and/or shall be paid by you on demand.

## **11. NO REPRESENTATIONS OR WARRANTIES**

11.1 You expressly understand and agree that your use of the Services is at your sole risk. THE SERVICE IS PROVIDED TO YOU "AS IS", "AS AVAILABLE" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY DESCRIPTION, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED). WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT IN THE CASE OF OUR GROSS NEGLIGENCE OR WILFUL DEFAULT. IN PARTICULAR, WE MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE OR ERROR-FREE.

## **12. INTELLECTUAL PROPERTY**

12.1 You acknowledge that all proprietary rights relating to and in connection with the Service (including without limitation the Citibank websites or webpages on which the Service is hosted) and all updates thereof, including without limitation any title, trademark rights, patent rights and copyrights, shall at all times vest and remain with us.

## **13. GENERAL**

13.1 These terms are governed by Singapore law and you hereby submit irrevocably to the non-exclusive jurisdiction of the Singapore courts.

13.2 Nothing in these terms and conditions shall confer on any third party a right to enforce any provision herein and the provisions of the Contracts (Rights of Third Parties) Act (Chapter 53B) which might otherwise be interpreted to confer such rights shall not apply and are expressly excluded from applying herein and no consent of any third party is required for any variation

(including any release or compromise of any liability) or termination of these terms and conditions.

- 13.3 You understand that as a subsidiary of Citigroup Inc., a U.S. financial holding company, we are required to observe certain U.S. laws and regulations, including but not limited to those relating to economic sanctions on certain countries, organizations and/or individuals issued by the U.S. government. You understand and accept that these laws and regulations may result in us taking or refraining from taking certain actions, including but not limited to suspending or terminating your card account(s) or holding or returning the funds which are the subject of payment instructions made by you or in your favour. Neither Citibank Singapore Limited nor any Citigroup Organisation will be liable for any loss to you as a result of our taking or refraining from taking any actions (which we consider in our sole determination, to be appropriate or requested) to comply with any U.S. laws or regulations.