CITI THIRD PARTY DIGITAL WALLET – GOOGLE PAY TERMS AND CONDITIONS

Last Modified: 25th April 2019

These terms and conditions (Terms and Conditions) are an agreement between you and Citibank Singapore Limited (we, or us) that governs your access to and use of through Google Pay of your eligible Citibank consumer credit linked to accounts domiciled in Singapore (Card, or Cards). The term, Google Pay, shall include the Google Pay branded payment functionality, the Card provisioning functionality, and transaction history displayed. We will determine, in our sole discretion, which Cards will be eligible for use through Google Pay. Please review these Terms and Conditions before you decide whether to accept them and continue with the addition of your Cards to Google Pay. By adding or using a Card in Google Pay you agree to use your Card through Google Pay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not add your Card to, or use your Card in connection with, Google Pay. Use of Google Pay is at your discretion. You are not obliged to use Google Pay in connection with any of your Cards.

Your use of Google Pay to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each account to which the Card is linked (Account). We may allow you to provision a Card on Google Pay before you have activated it. If you proceed to provision and use such a Card on Google Pay, you will be deemed to have accepted the applicable Account terms and conditions (if you have not already done so). The applicable Account terms and conditions are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of Google Pay is subject to the terms and conditions set forth by Google Inc. and/or its affiliates (Google) with respect to the use of Google Pay.

ELIGIBILITY / ENROLLMENT

Google Pay is available to cardholders for the purposes of purchasing goods and services with a compatible Android mobile device that contains a secure element (Eligible Device), at near field communication (NFC) enabled merchants that accept Google Pay as form of payment. Google Pay allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Google Pay, you must register your Card through Google Pay. You may be required to take additional steps to authenticate yourself before your Card is added to Google Pay, including by providing additional identifying information. By adding your Card to Google Pay, a unique numerical identifier different from your Card number (Token) will be allocated for the purpose of making purchases and receiving refunds through Google Pay. If your physical Card is renewed or replaced close to expiration date or where you have reported it as damaged, your Token in Google Pay will be automatically updated with the new Card information. Accordingly, you agree that your Token (which has been updated with the new Card information) can continue to be used to make transactions through Google Pay even without activating your renewed/replaced physical card and you will be fully liable for these transactions. This updating will not apply when your physical Card is replaced due to a reported loss, theft or unauthorised use. Due to the manner in which Google Pay

operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Google Pay on such Eligible Device. We have the discretion to approve or reject the addition of any Card to Google Pay and need not give you any reason for our approval or rejection.

YOUR USE OF CITI CARDS THROUGH GOOGLE PAY

Purchases you make with Google Pay using your credit Card are governed by the Account terms and conditions. Please review the Account terms and conditions for important information on your rights and responsibilities when making purchases. You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases for Google Pay, your passcode or personal identification number is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of Google Pay. If biometric details may be used to identify you or be used to grant access to the Eligible Device to access and use your Cards, you must not save a third party's biometrics such as finger print (biometric information) on the Eligible Device. In the event a third party's biometrics is saved on the Eligible Device, whether now or in the future, and such biometric details can be used to grant access to the Eligible Device to access and use your Cards, you understand and acknowledge that such person, using his or her biometrics, will be able to access and use your Cards and make Purchases with Google Pay using your Cards.

If you enroll for biometric verification such as finger print identity, personal identification number or passcode on Google Pay, the collection, storage, enrollment and access to Google Pay using your biometric information, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Google Pay and choose to be verified using the technology on your Eligible Device, your finger print or any other biometric information, personal identification number or passcode will be matched and verified against your Eligible Device's technology. Accordingly, you acknowledge that we have no control over the technology on the Eligible Device, the availability, capability, verification method, security and integrity of the Eligible Device and cannot be held responsible for transactions effected using Google Pay and authorised using any biometric information or personal identification number or passcode. You should therefore assess if the Eligible Device's manner of verification and risks associated with such use is acceptable to you.

Use of Google Pay is at your discretion. You are not obliged to use Google Pay in connection with any of your Cards. Accordingly, you agree that the access and use of your Cards on Google Pay will be considered as authorized by you and you shall be responsible and liable for the same. If your Eligible Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or Card has been used through Google Pay without your permission, you must notify us immediately and if we so require, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable

for all unauthorised use of your Card in connection with Google Pay. Notwithstanding the foregoing, your liability for all unauthorised transactions on your Card in connection with Google Pay which are effected prior to you notifying us shall be limited to S$100 provided (i) you have fully complied with the safety precautions and you notified us without delay, (ii) you assist in the investigations and recovery, and (iii) we are satisfied that such unauthorised transactions are not due to your wilful misconduct and/or negligence and that you have not acted fraudulently.

You agree and acknowledge that the transaction history displayed in Google Pay in connection with use of your Card in Google Pay solely represents our authorisation of your Google Pay transaction using that particular Eligible Device and does not reflect any post-authorisation activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Google Pay transaction history in connection with use of your Card in Google Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Card statement of account. You will remain liable to us for the amounts set out on your statements.

We currently do not impose a fee for using your Card through Google Pay but we reserve the right to impose a fee in the future. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Google Pay.

As a condition to using your Card in connection with Google Pay, you acknowledge and consent to us sending notifications to the Eligible Device which may or may not be the same device as your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Cards in connection with Google Pay.

Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, sometimes referred to as jailbreaking are not Eligible Devices. You acknowledge that the use of a modified device to use your Card in connection with Google Pay is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through Google Pay.

We have the right to suspend or cancel your ability to use your Cards in connection with Google Pay at any time and need not give you any prior notice or reason for doing so.

We have the right to impose a limit on the transaction amount charged to your Card through Google Pay. The limit will be such amount as determined by us and notified to you.

AUTHORIZATION TO COLLECT AND SHARE DATA

You acknowledge and agree that (i) Google, the provider of Google Pay technology that supports the Cards in Google Pay, as well as its sub-contractors, agents, and affiliates, and (ii) the applicable payment

network branded on your Card(s) (e.g., MasterCard International Incorporated and its affiliate Maestro, or Visa, U.S.A., Inc. and its affiliate Interlink) as well as sub-contractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Card(s) through Google Pay. You acknowledge that the use and disclosure of any personal information provided by you directly to Google, the applicable payment network branded on your Card, or other third parties supporting Google Pay, will be governed by the privacy policy of such party.

MERCHANT RELATIONSHIPS AND DISCLAIMERS

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) (Offers) in Google Pay. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Account terms and conditions, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Google Pay or the Offers that they provide.

CHANGES TO PARTICIPATION IN THE GOOGLE PAY AND TERMS AND CONDITIONS

Subject to applicable law, at any time we may (i) terminate your use of Cards in connection with Google Pay, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with Google Pay, (iii) change the eligibility of a Card for use with Google Pay, and (iv) change the Card authentication process.

We may revise these Terms and Conditions at any time by updating these Terms and Conditions. You are bound by such revisions and should therefore visit this link to review the current Terms and Conditions from time to time.

INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (collectively, Intellectual Property Rights) in Google Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Google, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Google, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, Google Pay.

DISCLAIMERS OF WARRANTY

Google Pay is provided by Google, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Google Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Google Pay due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the terms and conditions for Google Pay between you and Google and we do not own and are not responsible for Google Pay. We are not providing any warranty for Google Pay. We are not responsible for maintenance or other support services for Google Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Google Pay, including, without limitation, any third party product liability claims, claims that Google Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Google Pay, including those pertaining to Intellectual Property Rights, must be directed to Google.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF GOOGLE PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH GOOGLE PAY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF GOOGLE PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH GOOGLE PAY; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM GOOGLE PAY; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH GOOGLE PAY BY ANY THIRD PARTY; (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED,

OR OTHERWISE MADE AVAILABLE THROUGH GOOGLE PAY; AND/OR (VI) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

INDEMNITY

You will indemnify, defend, and hold us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of Google Pay, including wilful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any access or use of Google Pay by any other party with biometrics authentication or personal identification number or passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Card or Google Pay, and the same may be debited to your Card and/or shall be paid by you on demand.

REPRESENTATION AND WARRANTY

You represent and warrant to us that: (i) all Cards you add to Google Pay is or are, your credit Card(s); (ii) you and all transactions initiated by you or using any of your Cards added to Google Pay will comply with all federal and state, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iii) you will not use any of your Cards through Google Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Google Pay; (iv) you will not permit any use of your Card(s) through Google Pay by any third party; and (v) your use of your Card in connection with Google Pay will comply with these Terms and Conditions.

GOVERNING LAW

The same laws that govern your Account shall govern these Terms and Conditions.