

# Citibank Ready Credit ("CRC") Customer's agreement

## Terms And Conditions

### 1. Definitions

In this Agreement, "we", "our" and "us" means Citibank Singapore Limited and its successors and any novatee, assignee, transferee or purchaser of Citibank Singapore Limited's rights and/or obligations hereunder and "you", "your", "yours" and "customer" means the person in whose name the CRC account is maintained and where the context requires, shall be deemed to include a joint customer; and the following words when used have the following meanings respectively set out below unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa:

"Agreement" means this CRC Customer's agreement (and as amended, modified, varied or supplemented from time to time), Citibank ATM/Debit Card terms and conditions (and as amended, modified, varied or supplemented from time to time), Telephone Banking Service terms and conditions (and as amended, modified, varied or supplemented from time to time) and Internet Banking terms and conditions (and as amended, modified, varied or supplemented from time to time);

"ATM", "Citibank ATM/Debit Card" and "Citibank ATM/Debit Card PIN" have the same meanings respectively ascribed thereto in the Citibank ATM/Debit Card terms and conditions (which are enclosed for your reference);

"Authority" means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign;

"Authorized Person(s)" means the person(s) you authorize to make enquiries in relation to the CRC account;

"Business Day" refers to any day on which banks are open for business in Singapore other than Saturdays, Sundays and gazetted public holidays in Singapore;

"Citigroup, Inc" refers to Citigroup, Inc., a corporation incorporated in the United States of America;

"Citigroup Organisation" means any affiliate or subsidiary of Citigroup, Inc.;

"Collected Amount" means an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount;

"CRC account" means the account maintained with us in respect of the CRC facility and where the context requires, shall be deemed to include a joint CRC account and "Joint CRC account" means a CRC account jointly maintained in 2 names and a "joint customer" means a person in whose name a Joint CRC account is maintained;

"CRC Card" means a card issued by us which allows you to conduct ATM transactions and Card Transactions, and any card issued in renewal or replacement of such card;

"CRC cheque" means a cheque drawn on the CRC account;

"CRC communication" includes all notices, demands, requests, instructions, advice and other communication, including without limitation, the CRC statement, the CRC Card, the CRC statement, Citibank ATM/ Debit Card, PIN, TBS Access Code and CRC chequebooks;

"CRC outstanding balance" includes all transactions, interest, fees, charges and liabilities (including any RCPL Minimum Payment) due and payable to us in any month in respect of or in connection with the CRC account and/or pursuant to this Agreement;

“CRC minimum payment” for any month means the minimum payment due and payable on the CRC outstanding balance for that month, as determined in accordance with clause 5(d) of the Citibank Ready Credit Customer’s agreement;

“RCPL minimum payment” for any month means the minimum payment due and payable on your RCPL for that month, if any, as determined in accordance with clause 4.4 of the Citibank Ready Credit PayLite terms and conditions;

“Residual CRC outstanding balance” for any month means the CRC Outstanding Balance for that month less the RCPL Minimum Payment due;

“CRC statement” means a statement of account issued by us in respect of your CRC account reflecting the CRC outstanding balance for the period specified therein;

“Card Transaction” shall have the meaning ascribed to it in the Citibank ATM/Debit Card terms and conditions;

“CRC Card PIN” means the Personal Identification Number issued by us to allow you to use your CRC Card at an ATM;

“equipment” means any electronic, wireless, communication, transmission or telecommunication equipment, device or medium, including without limitation, the Internet, any computer or mobile phone, equipment, device, terminal or system or otherwise;

“Law or Regulation” means the law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities;

“Payment Infrastructure Provider” refers to a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks;

“Privacy Circular” refers to the notification provided by us to explain the purposes for our collection, use and disclosure of personal data (as defined in the Personal Data Protection Act 2012 of Singapore), including amendments thereto;

“Representatives” means our officers, directors, employees, agents, representatives, professional advisers and Third Party Service Providers;

“Third Party Service Provider” means a third party selected by us or any Citigroup Organisation or Representative to provide services and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call centre service providers;

“SMS” means short message service provided by your mobile service provider which:

- (a) we may use to send any communication to your mobile phone at the mobile phone number provided by you to us and as may from time to time be updated by you; and
- (b) for you to give us instructions in respect of your card and/or card account in accordance with our prescribed procedure prevailing at that time from your mobile phone at the mobile phone number provided by you to us and as may from time to time be updated by you; and

“Telephone Banking Services” or “TBS” and “TBS Access Code” have the same meanings respectively ascribed thereto in the terms and conditions relating to Telephone Banking Services (which are set out below for your reference).

## **2. Operation of CRC account / Credit limit**

- (a) You may operate your CRC account by drawing on CRC cheques, or by using the Citibank ATM/Debit Card for cash withdrawals from your CRC account or via GIRO or through the direct debit banking system as may be made available by us from time to time. We may in our reasonable discretion, issue without your request, a TBS Access Code to enable you to operate the CRC account via the TBS. You acknowledge that the use of the Citibank ATM/Debit Card, the operation of GIRO or direct debit banking system or the TBS is subject to the relevant terms and conditions governing such

facilities and services, and by the use and/or operation of the same, you are deemed to have agreed to and accepted such terms and conditions.

- (b) You may also operate your CRC account by using the CRC Card. We have the right not to issue the CRC Card to joint customers.
- (c) We shall set a credit limit in relation to your CRC account and we may at our reasonable discretion increase or decrease the credit limit of your CRC account at any time with reasonable notice to you. Unless we otherwise approve or additional credit is granted to you pursuant to Clause 2(e) of this Agreement, you must not carry out transactions which would result in the CRC outstanding balance exceeding the credit limit of your CRC account granted to you from time to time. Save as provided herein, we shall not be required to honour any CRC cheque or permit any transactions (whether effected by the use of the Citibank ATM/Debit Card or via the TBS or otherwise) if the credit limit of your CRC account would be exceeded as a result, notwithstanding that we may, in our reasonable discretion, honour any CRC cheque or approve such transactions (whether effected by the use of the Citibank ATM/Debit Card or via the TBS or otherwise) and/or allow the CRC outstanding balance to exceed the credit limit of your CRC account on a case-by-case basis.
- (d) In the event that any CRC cheque has not been honoured by us or any other transaction relating to your CRC account has not been permitted by us, any subsequent operation of your CRC account (whether effected by the use of the CRC Card, Citibank ATM/Debit Card or via TBS or otherwise, and whether such transaction would result in the credit limit of your CRC account being exceeded or otherwise) shall be permitted or approved by us at such time as we may deem fit.
- (e) We may, in our reasonable discretion, at any time, grant you additional credit beyond the credit limit of your CRC account upon such terms and conditions as we shall determine in our reasonable discretion. We reserve the right to withdraw or modify such additional credit granted with reasonable notice to you.

### **3. CRC cheque / chequebook**

- (a) You shall promptly notify us in writing of any variation in your signature, the authorized manner of signing or the signature requirements in respect of CRC cheques. We shall be entitled to a period of not less than 10 Business Days upon receipt of notice to process such notification of change.
- (b) We shall be entitled in our reasonable discretion to dishonour any CRC cheque:
  - (i) bearing a signature which in our opinion is different from the specimen signature furnished to us or not signed in the authorized manner or not drawn in accordance with the signature requirements prevailing at the time of presentation; or
  - (ii) presented after more than 6 months have elapsed from the date of the CRC cheque; or
  - (iii) being a cash cheque of which the word "bearer" has been cancelled.
- (c) Any alterations on CRC cheques must be confirmed by the full and complete signature conforming to the specimen signature furnished to us. We shall be entitled, in our reasonable discretion, to dishonour CRC cheques where alterations are not so confirmed.
- (d) We shall not be liable to you for honouring any CRC cheques which on the face looks properly issued notwithstanding that such cheques contained unauthorized alterations or were forged CRC cheques or if such alterations or forgery were due to any act, omission, negligence or wilful default on your part.
- (e) You may instruct us in writing or via TBS specifying the date, number and amount of the cheque and the payee's name (if any) to stop payment of any CRC cheque or to cancel any stop payment instructions. Unless and until we receive such instructions, we shall not be liable to you or any person if in the meantime the CRC cheque is honoured or dishonoured by us (as the case may be).

- (f) We shall be entitled, in our reasonable discretion, to refuse to accept any cheque for collection or deposit. In receiving cheques for collection or deposit, we act only as collection agent and assume no responsibility for the payment of such cheques. Pending our receipt of payment of such cheques or our verification of any cash deposit, we shall be entitled not to permit you to withdraw such amount without any liability to you. You will bear all charges relating to the clearing of foreign currency cheques collected by us or paid into your CRC account.
- (g) We are not obliged to return any dishonoured or returned cheques to you.

#### **4. Loss / Theft**

- (a) You shall keep all CRC cheques, CRC chequebooks, CRC Card and Citibank ATM/Debit Card in a safe and secure place and ensure that the ATM/Debit Card PIN, the CRC Card PIN and the TBS Access Code is not disclosed to any party and you must take all steps and precautions to prevent any forgery, fraud, loss or theft in respect thereof, including but not limited to not drawing CRC cheques in a manner which facilitates forgery or fraud and complying with the terms and conditions stated in the CRC chequebook cover.
- (b) If any CRC cheque, CRC chequebook, CRC Card and/or Citibank ATM/Debit Card is lost, stolen, mislaid or used by any person other than you or the PIN and/or TBS Access Code assigned to you is disclosed to any other person, you shall immediately notify us in writing or via the TBS and you shall remain liable and compensate us for all reasonably incurred losses and damage which may arise as a result unless and until we receive such notification whereupon we are entitled not to honour any such lost cheque, or effect any transaction relating to the lost Citibank ATM/Debit Card or CRC Card.
- (c) You shall assist us in such action as we may take in respect of such loss, theft or disclosure.
- (d) If any lost or stolen CRC cheque, CRC chequebook, CRC Card and/or Citibank ATM/Debit Card is recovered, you shall immediately inform us and return the same to us.
- (e) We shall be entitled, in our reasonable discretion, to issue a replacement CRC chequebook, CRC Card and/or Citibank ATM/Debit Card at such time and upon such terms and conditions as we may deem fit and notify to you.

#### **5. CRC statement and payment**

- (a) We shall send you a CRC statement monthly provided that we shall be entitled not to send you any CRC statement for any period during which your CRC account is inactive.
- (b) You must inspect and examine the CRC statement and inform us in writing of any irregularity in the CRC statement. The CRC statement shall be conclusive and binding on you unless we receive your written notice of irregularity within 10 days from the date of the CRC statement. If you fail to receive your CRC statement within 10 days from the day of the month which is your usual CRC statement date, you must notify us immediately, failing which such CRC statement not received by you shall be deemed to be conclusive and binding on you save in the case of our manifest or clerical error. Notwithstanding the foregoing, we shall be entitled at all times to correct any errors or omissions in such CRC statements and to debit or credit your CRC account (as the case may be).
- (c) Without prejudice to Clause 5(e), you are liable to pay the total CRC outstanding balance shown on the CRC statement, of which you must pay at least the minimum payment (calculated according to Clause 5(d)) which must be received by us on or before the payment date specified in the CRC statement. Provided that where part of the CRC outstanding balance shown on the CRC statement relates to additional credit granted to you pursuant to Clause 2(e) of this Agreement and we have notified you of another payment date for the same, that part of the CRC outstanding balance must be received by us on or before that other payment date so notified.
- (d) The CRC minimum payment due on a payment date, in relation to the CRC outstanding balance for the period specified in a CRC statement, is determined as follows:

<b>CRC Outstanding Balance</b>	<b>CRC Minimum Payment</b>
S\$0 to S\$45.00	Full CRC outstanding balance
> S\$45.00	The higher of: (a) RCPL Minimum Payment due and 3% of the Residual CRC Outstanding Balance; or (b) S\$45.00

Provided that:

- (i) any CRC outstanding balance due and unpaid in respect of earlier CRC statements (including such minimum payment or any part thereof), shall be added to the minimum payment due and payable under any current CRC statement; and
- (ii) the CRC minimum payment may be determined by us using such other basis of computation as we may, in our reasonable discretion determine.

**Overlimit Amount**

The overlimit amount is specified in your statement of account and refers to the balance(including any unbilled balances) in excess of your credit limit and must be paid immediately. The overlimit amount is payable in addition to the minimum payment amount.

- (e) Notwithstanding and without prejudice to any other terms and conditions of this Agreement, you shall forthwith pay, upon our demand made at any time, all CRC outstanding balance.
- (f) All payments due to us under this Agreement shall be made in Singapore Dollars, in full without any deduction or withholding (whether in respect of set-off, counterclaim, taxes, charges or otherwise) unless the deduction or withholding is required by law, in which event you shall immediately pay us an additional amount so that the net amount received by us will equal the full amount which would have been received by us had no such deduction or withholding been made and you shall furnish us an official receipt of the relevant authority involved for all amounts deducted or withheld as aforesaid.
- (g) We shall be entitled to convert any payment, received by us in a currency other than Singapore Dollars, at such time and rate of exchange as we may in our reasonable discretion determine and you shall bear such handling fee which we may impose for such foreign currency payments and all exchange risks, reasonably incurred losses, commission and other bank charges which may thereby be incurred.
- (h) We shall be entitled to credit your CRC account with any refund in respect of any CRC Card or Citibank ATM/Debit Card transactions or any payment or other credit due to you at such time as we may determine in our reasonable discretion after the receipt of the amount of such refund, payment or credit in Singapore. If such refund, payment or credit is received in a currency other than Singapore dollars, we will convert it to Singapore dollars at such time and rate of exchange as we may in our reasonable discretion determine. You must bear all exchange risks, reasonably incurred losses, commission, fees and charges which may thereby arise.

**6. Interest and charges**

- (a) (i) You shall pay interest, which shall accrue daily at the prevailing interest rate for CRC accounts and for any additional credit granted pursuant to Clause 2(e) of this Agreement based on a 365-day year on the end-of-day outstanding debit balance each day, subject to a minimum charge of S\$5.00 per month, from the transaction date until the date when full payment of the CRC outstanding balance is received by us. Such interest shall be compounded monthly and we shall be entitled, in our reasonable discretion, to vary the minimum charge at any time and from time to time with reasonable notice and the same shall be conclusive and binding on you. The interest which has accrued up to the date of the CRC statement shall be specified in the CRC statement.
- (ii) If the minimum payment specified in any earlier CRC statement or such part of the CRC outstanding balance shown in such CRC statement

or in any other statement from us to you relating to additional credit granted pursuant to Clause 2(e) of this Agreement is not received by us in full on or before the payment date specified in such CRC statement or otherwise notified to you, as the case may be, you shall pay a late payment charge determined by us and notified to you from time to time.

- (iii) You authorize us to contact you (using the details you provided in the CRC application form) at any time via the telephone, electronic mail or by SMS provided by telecommunications providers, or such other means, to inform you of any matter relating to your CRC account including informing you that your CRC outstanding balance is past the relevant payment date.
- (b) You shall be liable to pay:
  - (i) a non-refundable membership fee, payable annually in advance for each year or part thereof during which your CRC account is subsisting;
  - (ii) a handling fee for any CRC cheque issued by you which is dishonoured for any reason whatsoever;
  - (iii) a handling fee for any CRC cheque in respect of which you have given instructions to stop payment;
  - (iv) a service charge or administrative fee, for any service provided by us (including without limitation, maintaining your inactive CRC account or sending you copies of past CRC statements upon your request) or any action taken by us in carrying out any instructions or requests received from you relating to the operation of your CRC account, whether such services or actions are referred to or contemplated in this Agreement or otherwise; and
  - (v) an overlimit fee if the current balance on your CRC account exceeds your credit limit;
- (c) We shall be entitled, in our reasonable discretion, to vary or determine, from time to time, the amounts, rates, types and/or basis of calculation of all interest, fees and charges payable by you under this Agreement with reasonable notice and the same may be debited from your CRC account or shall be payable by you upon demand or at such time as we may deem fit. For the avoidance of doubt and without limiting the generality of the foregoing, you agree that we shall be entitled to increase the interest rate, at such times, for such periods and to such rates as we deem fit with reasonable notice to you, on the outstanding balance if you fail to make payment by the relevant payment date.
- (d) All interest and charges shall be payable by you before and after judgment.

## **7. Withdrawals**

- (a) Any withdrawals or debits from your CRC account by any means or methods which we may from time to time permit, shall first be from any credit balance reflected in your CRC account.
- (b) Notwithstanding anything herein, any deposit into your CRC account, howsoever made, shall not be available for withdrawal, whether or not the same is shown as credited to your CRC account in your CRC statement or on the deposit ticket, receipt or slip or otherwise, until we have received actual payment of funds and, if the deposit is in a foreign currency, until the same has been converted by us according to Clause 5(g) of this Agreement into Singapore Dollars, unless prior arrangements have been made with us to the contrary.
- (c) In the event you have drawn on any deposit made into your CRC account when no actual payment has been received by us, we shall be entitled to reverse the credit entries and utilize your credit line with us, if necessary, to cover the withdrawal and/or to take such other steps we may in our reasonable discretion deem necessary and any such reversal of entries, utilization of your credit line or other such action taken by us shall be binding on you.

## **8. Deposits**

- (a) Without prejudice to Clause 7(b) and Clause 7(c), deposits may be

reflected as credited to your CRC account before actual payment of funds are received by us. We are entitled to debit your CRC account with the amount previously credited in relation thereto if any cheques or drafts are subsequently dishonoured. In addition thereto, we may at our reasonable discretion debit from your CRC account a service charge or administration fee and any expenses we may have incurred in handling the dishonoured cheque or draft, including without limitation informing you of the dishonoured cheque or draft and reflecting the adjustments to your CRC account in your CRC statement. Dishonoured cheques or drafts may be returned to you by ordinary post at your risk and expense.

- (b) Cash deposits which are not verified by you immediately at the time of deposit are subject to verification by us and in the event the amount on the deposit ticket or receipt issued at the time of deposit differs from our cash count, our cash count shall prevail and shall be final and conclusive. Deposit tickets or receipts or slips are not valid receipts and are not confirmation from us that the amount of cash stated therein has been received by us unless they are validated by our machine stamp or computer terminal or signed by our authorized signatories.
- (c) We may in our reasonable discretion refuse to accept any deposit in whatever form into your CRC account or to limit the amount that may be deposited or return all or any part of the deposit.
- (d) In receiving cheques for deposit in whatever currency, we shall act only as collecting agent and assume no responsibility for the realization of such cheques or any delay in the realization of such cheques and we shall, without any liability whatsoever, handle the collection of any cheque in whatever currency in accordance with our prevailing procedures and practice at that time.
- (e) Any credit balance reflected in your CRC account cannot in any way be assigned, transferred or charged to any third party or encumbered or dealt with whether by way of security or otherwise, howsoever, except with our prior written consent.

## **9. GIRO**

- (a) You may use GIRO or direct debit banking system which we may make available to you at our reasonable discretion in connection with your CRC account to transfer funds from and/or into your CRC account and all instructions, and any variation or modification thereof, to us for the transfer of funds from and/or into your CRC account ("Direct Debit Instructions") shall be on our prescribed forms and/or in such other manner as we may from time to time permit. The transfer of funds under this fund transfer service will only take effect on such date as we may determine and notify to you in writing.
- (b) For the transfer of funds out of your CRC account, we shall be under no obligation whatsoever to ascertain whether or not such sum or any part thereof is payable (and whether by you or otherwise) to the intended recipient provided the instructions to transfer the funds were provided in accordance with our prevailing verification procedures at the time of the transfer.
- (c) We may terminate any fund transfer arrangement or this fund transfer service at any time without any liability to you or any person and by giving you one week's written notice unless this Agreement is terminated, in which event this fund transfer service will cease forthwith without notice.
- (d) You may cancel Direct Debit Instructions given in respect of any fund transfer by giving us 1 month's prior notice in writing, but nothing shall prevent or affect any payment made or received or transacted by us under this fund transfer service before we issue our written confirmation of receipt of notice of cancellation from you.
- (e) We may charge a handling fee for each fund transfer under this fund transfer service and we may debit your CRC account accordingly, provided you have received notice of the same.
- (f) A handling fee will be charged at our reasonable discretion, for each GIRO or Direct Debit Instruction which is rejected or which cannot be processed for any reason whatsoever.

- (g) A handling fee will be charged at our reasonable discretion, for our honouring, accepting or processing each GIRO or Direct Debit Instruction which results in the credit limit of your CRC account being exceeded but which may or may not be within such limit set by us from time to time pursuant to Clause 2(e) of this Agreement.

#### **10. Prohibited use**

- (a) You shall not use your CRC account or issue a CRC cheque to pay the minimum payment or any other monies owing to us in respect of or in relation to your CRC account and/or this Agreement. You shall not authorize, expressly or impliedly, any third party to operate your CRC account (by power of attorney or otherwise) save with our prior written consent and unless we receive your written instructions in accordance with our prescribed procedure for establishing such third party authorization. You shall not use and we will not permit the card to be used to effect any card transaction which would contravene the laws of any jurisdiction.
- (b) Citibank prohibits the use of your CRC account for
  - (i) investments into Citibank's wealth management products including insurance; and
  - (ii) repayment of any debt owing to Citibank or any other third party.

#### **11. Release of information**

- (a) To the extent not prohibited by Law or Regulation, you authorize the transfer and disclosure of any information relating to you, your CRC account and/or any of your account(s) with us (including information we obtain from third parties such as any credit bureau recognized by the Monetary Authority of Singapore ("MAS") under or pursuant to the Banking Act (Chapter 19)), to and between us, Citibank, N.A.'s branches, subsidiaries, representative offices, affiliates and agents and third parties selected by any of them or us, wherever situated, for confidential use (including for use in connection with the provision of any products or services to you and for data processing, statistical and risk analysis purposes, global cash services and dealings in securities on the Singapore Exchange Securities Trading Limited and any other relevant authorities and agencies pertaining thereto). We and any of Citibank, N.A.'s branches, subsidiaries, representative offices, affiliates, agents or third parties selected by any of them or us, shall be entitled to transfer and disclose any information as may be required by Law or Regulation, court, regulator or legal process.
- (b) Without prejudice to the generality of the foregoing, where we are a member of, or subscriber for the information sharing services of, any credit bureau recognized by the MAS under or pursuant to the Banking Act (Chapter 19), you expressly authorize us:
  - (i) to transfer and disclose to any such credit bureau; and
  - (ii) any such bureau to transfer and disclose to any fellow member or subscriber of such bureau, any information relating to you and/or your CRC account and/or any of your account(s) with us (and for such purposes) as may be permitted under or pursuant to the Banking Act (Chapter 19).
- (c) For the purpose of complying with applicable US tax laws, you waive any bank secrecy, privacy or data protection rights related to your CRC account and any of your accounts with us.
- (d) You agree that the signing of the CRC application form by you shall constitute written permission from you for any such disclosure for the purposes of Section 47 and the Third Schedule of the Banking Act (Chapter 19) or for any other disclosure imposed by Law or Regulation.
- (e) You agree to the terms of, and that we may collect, use and disclose personal data in the manner and for the purposes as described in the Privacy Circular, which is deemed to be incorporated by reference into this clause 11.
- (f) For the purpose of complying with Law or Regulation, you agree to waive any bank secrecy, privacy or data protection rights related to your CRC account.
- (g) You hereby consent, in connection with any, or any proposed, novation,



assignment, transfer or sale of any of our rights and/or obligations with respect to or in connection with your CRC account and/or any of your account(s) with us and/or this Agreement to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such, or such proposed transaction, to the disclosure, to any such person, by us, of any and all information relating to you, your CRC account and/or any of your account(s) with us, this Agreement and any security, guarantee and assurance provided to secure your obligations thereunder and any other information whatsoever which may be required in relation thereto.

## **12. Change of CRC account status**

You may upon our prior written approval (which may be granted subject to such terms and conditions as we may impose) convert, in accordance with our prescribed procedure then prevailing, your CRC account to a Joint CRC account, or convert your Joint CRC account to a CRC account.

## **13. Termination of CRC account**

- (a) You may terminate your CRC account by returning to us all CRC chequebooks and unused CRC cheques, CRC Card and Citibank ATM/Debit Card issued in respect of your CRC account; ceasing to use all facilities and services relating to the CRC account (including the TBS); and paying all CRC outstanding balance (including such CRC outstanding balance incurred before we receive your CRC cheques, CRC chequebooks, CRC Card and/or Citibank ATM/Debit Card) and such other sums owing to us under this Agreement, thereupon your CRC account shall be terminated. Provided that unless and until your CRC account shall be so terminated, we shall have the reasonable discretion to honour or dishonour any CRC cheque drawn by you or allow or refuse any transaction (whether effected by the use of the CRC Card, the Citibank ATM/Debit Card or via the TBS or otherwise) under any service or facility provided in connection with your CRC account.
- (b) We are entitled to, in our reasonable discretion, at any time with reasonable notice to you, terminate your CRC account forthwith without notice, and/or to demand immediate payment of all monies owing in respect of your CRC account, whether or not you are in default of any of your obligations under this Agreement and whether or not any CRC outstanding balance is due and owing by you. If your CRC account shall be so terminated by us, you shall forthwith return to us all CRC chequebooks, unused CRC cheques, the CRC Card and/or the Citibank ATM/Debit Card issued in respect of your CRC account; and make immediate payment of all CRC outstanding balance and such other sums owing to us under this Agreement including any Collected Amount, interest, charges and fees due or funds required to be made by Law or Regulation.
- (c) Upon termination of your CRC account for any reason, we may mail to you at your address referred to in Clause 15, a draft or cheque drawn in Singapore Dollars (which may be without recourse to us as drawer) in respect of the credit balance (if any) in your CRC account immediately before termination, payable to your order, or (in the case of a Joint CRC account) payable to the order of any one of the Joint CRC account holders as we may select at our reasonable discretion. Thereafter, we are not liable to you howsoever with respect to your CRC account.
- (d) You acknowledge that your obligations under this Agreement shall continue notwithstanding the termination of your CRC account by yourself or us for any reason.

## **14. Discretion**

- (a) Without prejudice to any of our rights and remedies, we may, at any time in our reasonable discretion without prior notice and without giving any reason and without liability to you or any person, refuse to honour any CRC cheque or permit any transfer of funds or any other transaction (effected by the use of the Citibank ATM/Debit Card or via the TBS or otherwise) notwithstanding that the total CRC outstanding balance at such time would not have exceeded the credit limit of your CRC account and/or the additional credit granted pursuant to Clause 2(e) of this Agreement if the amount of such transactions were debited thereto.
- (b) Notwithstanding, and without prejudice to, the other provisions of this Agreement, we shall be entitled at any time in our reasonable discretion with

reasonable notice but without giving any reason, refuse to re-issue, renew or replace the CRC Card, the Citibank ATM/Debit Card and/or CRC chequebook and/or to introduce, amend, vary, terminate or withdraw any or all of the benefits, services, facilities and privileges in respect of or in connection with your CRC account and your being a CRC accountholder (e.g. preferential interest rate balance transfer programs, instalment plans, exclusive invitations to events, access to health, travel, credit balance repayment insurance offered in collaboration with key insurance companies).

- (c) Notwithstanding and without prejudice to the other provisions of this Agreement, we are entitled at any time in our absolute discretion from a risk management perspective and if required by the relevant authority or under any applicable Law or Regulation, without notice to you and without giving any reason, suspend your right to use your CRC account.
- (d) We shall be entitled to pay the credit balance (if any) on your CRC account to you (or to your executor(s) or administrator(s) in the event of your death) and shall not be obligated to enquire about the beneficial rights to such funds.
- (e) Notwithstanding any CRC statements or notices sent by us to you, we have the right, in our reasonable discretion, to reverse any entry, demand refund of and/or debit your card account in respect of any overpayment or wrongful credit into your CRC account.

Without prejudice to the generality of the foregoing and subject to clause 17, if the credit balance on your CRC account is at any time more than S\$30,000 (or such other amount as we may from time to time in our discretion determine and notify to you), we shall be entitled to

- (i) transfer all or any part of such credit balance on your CRC account by way of funds transfer to any of the your account(s) with us, including banking account(s), provided that if any of your account(s) has an outstanding balance(s), such funds will be applied to set-off such outstanding balance(s) first; or
- (ii) pay all or any part of such credit balance by such mode as we determine appropriate including by way of cheque or cashier's order to you.

## **15. Change of address and notices**

- (a) We may send all CRC communication to you by leaving it at, or by sending it by ordinary post to, your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) or by facsimile transmission to your facsimile number as may be provided to us or to our solicitors. Notwithstanding the above, we may also contact you via telephone, electronic mail, SMS provided by telecommunications providers, or such other means, to provide you with account related information (including informing you about your account payment status). You shall inform us upon receipt of communication that is garbled, incomplete or inaccurate or which is not intended for you and you agree to delete all such information from your equipment immediately.
- (b) All communication is deemed to have been received by you on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered at the time of transmission if sent by facsimile transmission, electronic mail and/or SMS,
- (c) You must notify us promptly if:-
  - (i) you intend to reside outside Singapore; and/or
  - (ii) there is any change or proposed change in the particulars which you have given to us (including but not limited to your name, identification numbers, mailing, home, electronic mail or office address, your home, office, facsimile or telephone number, mobile phone number and your employment), and you must immediately provide us with any or other information and documents as we may require from time to time in our reasonable discretion.
- (d) Unless otherwise provided in this Agreement, all communication, requests and instructions from you may be personally delivered to us in writing; or sent by registered post, electronic mail or SMS to us in accordance with our prescribed verification procedure prevailing at the time and shall take effect

only one Business Day after actual receipt by our relevant officer-in-charge of the subject matter. We shall charge a handling fee, such fee to be determined by us in our reasonable discretion, for each such CRC communication.

- (e) We may in good faith, and without any liability to you, regard any CRC communication given by you which are referable to you in accordance with our prescribed verification procedure prevailing at that time as authentic and duly authorised and shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the communication or to verify the accuracy and completeness thereof. We may, at our discretion, provide for additional security measures or verification procedures, including but not limited to, specific electronic mail and/or SMS confirmatory authorisation. The CRC communication given by you to us shall be deemed to be irrevocable and binding on you notwithstanding that they may be given in error, lack clarity or reasonably capable of being misunderstood, , inaccurate or incomplete. You shall inform us immediately upon your awareness of and/or knowledge of any CRC communication which is unauthorised, given in error, forged, fraudulent, unclear or reasonably capable of being misunderstood, garbled, inaccurate or incomplete and rectify the same promptly.
- (f) We may serve a writ of summons, statement of claim or other legal process or any other document requiring personal service in respect of any action or proceedings under this Agreement on you or where appropriate, on all or any of the Joint CRC account holders, by leaving it at, or sending it by ordinary post to, your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided to us or to our solicitors. Nothing in this clause shall affect our right to serve legal process in any other manner permitted by law.
- (g) Such legal process or document is deemed to have been duly served on you on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered).
- (h) Notwithstanding anything in this Agreement, all CRC communication from us may be sent to your electronic mail address or mobile phone number as provided by you to us. You represent that you are the registered owner on record of the electronic mail address or mobile phone number that you have provided to us.

## **16. Exemption of liability**

- (a) Notwithstanding any other terms and conditions of this Agreement, we shall not be liable to you or any person for any reasonably incurred losses, damage, cost and expense of any nature which in any way may be suffered or reasonably incurred by you or by any other person in respect of or in connection with this Agreement and/or the CRC account (including without limitation, any loss or damage suffered or incurred by you or by any other person as a result of our acting on or acceding to any CRC communication, request or instruction under Clause 15), save in the case of our fraud, gross negligence and/or wilful default.
- (b) We shall not be liable if we are unable to perform our obligations under this Agreement due, directly or indirectly, to the failure of any machine or communication system, any industrial dispute, war, Act of God or anything outside our control. If we are unable to produce or send a CRC statement to you for any reason whatsoever, your liability for interest shall still continue.
- (c) Without prejudice to the generality of the foregoing, you shall not hold us responsible or liable for any loss or damage suffered by you or any third party should any CRC cheque be paid or honoured by us for any reason notwithstanding that the CRC account may have been terminated for any reason and you shall pay, upon our demand made at any time, the full amount of any such CRC cheque so paid or honoured.
- (d) You agree that we shall have the reasonable discretion to use such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in this Agreement, and we shall not be liable to you or any person for any act, omission, neglect or wilful default on the part of such agents, contractors and correspondents save in the case of our gross negligence or wilful default.

- (e) We will not be liable for any loss or damage suffered or incurred by you howsoever or whatsoever arising from or in connection with:
- (i) any use of electronic mail or SMS services; or
  - (ii) any failure to follow prevailing instructions, procedures, form and directions prescribed by us for the provision of any CRC communication to us; or
  - (iii) any failure to use electronic mail services and/or SMS procedures or forms which are prescribed by us; or
  - (iv) any failure, suspension, cessation, delay, interruption, disruption, errors, defects or fault in third party equipment, software, hardware, Internet, Internet browsers, online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system; or
  - (v) any failure, suspension, cessation, delay, interruption, disruption, errors, defects or fault in the transmission of CRC communication to us or authorizations or acknowledgements from us or any wrongful interception of any CRC communication through any online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system whether or not owned, operated or maintained by you, us or any other person beyond our reasonable control; or
  - (vi) any delay or refusal by us, in our reasonable discretion, to execute any CRC communication that may be validly be given by you or authenticated by you including for reasons due to Law or Regulation; or
  - (vii) any capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks and hacking incidents, except in the case of our fraud, gross negligence and/or wilful default; or
  - (viii) any corruption or loss of any data or communication stored in any equipment or in the course of transmission thereof through online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system including any errors generated in the transmission of any CRC communication beyond our reasonable control; or
  - (ix) our failure to acknowledge any CRC communication sent by you to us; or
  - (x) any CRC communication which are unauthorised, conflict with or inconsistent with any prior communication given by you to us or given in error, forged, fraudulent, lack clarity or reasonably capable of being misunderstood, garbled, inaccurate or incomplete; or
  - (xi) your provision of wrong or inaccurate electronic mail address or mobile phone number to us or your failure to update us of any change or proposed change in your electronic mail address or mobile phone number; or
  - (xii) your failure to regularly check your electronic mail or mobile phone for correspondence from us.

## **17. Appropriation of payment/Right of set-off**

- (a) We shall be entitled in our reasonable discretion to apply and appropriate all payments received by us in such manner or order of priority as we may deem fit, notwithstanding any specific appropriation of such sums by you or any person making such payment. Without prejudice to the generality of the foregoing, we may apply payments received by us in the following order of priority:-
- (i) all unpaid interests and fees pursuant to any Citibank instalment loan programs;
  - (ii) all unpaid principal pursuant to any Citibank instalment loan programs;
  - (iii) all other unpaid interests, fees and charges;
  - (iv) all unpaid principal pursuant to any Citibank balance transfer programs(the "Unpaid Balance Transfer Balance"), all unpaid transactions effected by you by way of drawing CRC cheques, or by

using the CRC Card, Citibank ATM/Debit Card, via GIRO or all unpaid transactions effected from your CRC account(each an "Unpaid Balance" and collectively, "Unpaid Balances").

- (b) In respect of the Unpaid Balances referred to in sub-clause 17(a)(iv):
- (i) the Unpaid Balances with the highest applicable interest rate will be repaid in priority to the other Unpaid Balances; and
  - (ii) where the interest rate applicable to any Unpaid Balance Transfer Balances is the same, payments received by us will reduce the balances transferred under the latest balance transfer program (after it has been reflected in your statement of account) first, notwithstanding that you may have Unpaid Balance Transfer Balances from earlier balance transfer programs.
- (c) We may also at any time and from time to time, combine or consolidate any one or more accounts which you may have with us and set-off or apply any monies standing to the credit of such account(s) towards the discharge of the CRC outstanding balance or vice versa. Where such combination, consolidation and/or set-off requires the conversion of one currency into another, we shall be entitled to effect such conversion at such time and rate of exchange determined by us and all exchange risks and/or reasonably incurred losses, communication and other bank charges which may thereby be incurred shall be borne by you.

## **18. Indemnity**

You will compensate us for and hold us harmless against any reasonably incurred losses, damage, liability, cost and expense which we may incur or suffer (including legal costs) as a result of or in connection with your CRC account and/or this Agreement, the actual or attempted enforcement or protection of any of our rights and remedies against you, any change in any law, regulation or official directive which has an effect on the CRC account, the Citibank ATM/Debit Card, the CRC Card, and/or this Agreement.

## **19. Joint CRC account / Joint and several liability**

If you have a Joint CRC account:

- (a) you shall be jointly and severally bound by this Agreement and be jointly and severally liable to us for all CRC outstanding balance and any other monies owing to us under this Agreement;
- (b) your liabilities shall not be affected in any way by any dispute or counterclaim or right of set-off which you may have against the other Joint CRC account customer(s) or by the discharge of any one of you for any reason or by the invalidity or unenforceability of any of the terms and conditions of this Agreement in relation to any one of you or by the death, disability, mental incapacity or bankruptcy of any one of you;
- (c) we may permit such transactions (whether effected by way of CRC cheques or the use of the Citibank ATM/Debit Card or via the TBS or otherwise) drawn or made by any one of you;
- (d) in the event of death, disability, mental incapacity, or bankruptcy of any one of you, you, the remaining unaffected Joint CRC account customer, shall forthwith inform us of the same and the Joint CRC account shall be immediately terminated. You shall immediately return to us the Citibank ATM/Debit Card issued to both you and the affected Joint CRC account customer cut in halves. However, at our reasonable discretion, we may continue to honour CRC cheques issued by the affected Joint CRC account customer and permit such transactions (whether effected by the use of the Citibank ATM/Debit Card or via the TBS or otherwise) carried out by the affected Joint CRC account customer on or before the termination of the Joint CRC account, and you shall continue to be liable for all amounts debited to the CRC account in respect thereof;
- (e) all CRC communication, requests and instructions in relation to your Joint CRC account, whether issued or given by us or by any one of you shall be deemed to have been given or issued to or by all of you; and our acting or reliance on such CRC communication, requests or instructions shall be binding on all of you Provided that if we receive what we consider to be ambiguous or contradictory instructions or requests, we may choose at

our reasonable discretion whether or not to act on them in full or in part or to require them to be given by all of you;

- (f) a Joint CRC account may be terminated by any one of you in accordance with Clause 13(a) and shall be binding on the other Joint CRC account customer; and
- (g) We shall be entitled to pay the credit balance (if any) on the CRC account to any of you and shall not be obligated to enquire about the beneficial rights to such funds.

Without prejudice to the generality of the foregoing and subject to clause 17, if the credit balance on CRC account is at any time more than S\$30,000 (or such other amount as we may from time to time in our discretion determine and notify to you), we shall be entitled to :

- (i) transfer all or any part of such credit balance on the CRC account by way of funds transfer to an account(s) held by any of you with us, including banking account(s), provided that if any such account(s) has an outstanding balance(s), such funds will be applied to set-off such outstanding balance(s) first; or
- (ii) pay all or any part of such credit balance by such mode as we determine appropriate including by way of cheque or cashier's order to any of you.

## **20. Appointment of Authorised Person(s) / Instructions from Customer**

- (a) For the purposes of making enquiries in relation to your CRC account, you may appoint one or more Authorised Person(s) from time to time by giving us no less than 7 days' prior written notice. Such appointment shall be valid until we are notified otherwise in writing.
- (b) We are entitled to accept and execute instructions in respect of any transaction concerning your CRC account given by you either in person or by telephone (which need not have any call-back procedure), cable or telex or facsimile transmission or by electronic mail, SMS, the Internet or ATM (or by any other telecommunications or electronic mode of communication whatsoever) and:-
  - (i) we may rely on such instructions given by you or any person purporting to be you provided such instructions were provided in accordance with our prescribed verification procedure prevailing at the time;
  - (ii) we may require that instructions be confirmed in such manner as we may specify from time to time and we may in our reasonable discretion and without notice refuse to act on any such instructions until we receive such confirmation satisfactory to us;
  - (iii) we may at our reasonable discretion require you to give written instructions (and any other documentary evidence of authority) in the case where the proceeds of any transactions (including placements) or any funds in the CRC account are to be credited or remitted to any account held with us but which is not in your name or to an account with another bank;
  - (iv) we may elect not to act upon all or any part of your instructions where it results in the credit limit of your CRC account or the credit limit of any other facilities made available to you, including any additional credit granted pursuant to Clause 2(e) of this Agreement, being exceeded, but if we do so we may elect which of such orders to execute in whole or in part;
  - (v) we shall be entitled to disclose in our reasonable discretion any and all information in connection with your CRC account if such information is sought by your Authorized Person(s);
  - (vi) in the case of instructions and/ or enquiries (as the case may be) via the telephone we shall be entitled to ask questions about you and about the particulars of your CRC account to verify your identity, or that of your Authorized Person(s);
  - (vii) you consent to us making records of all telephone conversations

you or your Authorized Person(s)' may have with us as evidence of instructions, enquiries and/or other verbal communications (as the case may be) from you or your Authorized Person(s);

- (viii) we may refuse to act on any instructions given by you or your Authorized Person(s); if such instructions are inconsistent with any Law or Regulation.
- (c) If there is any ambiguity, inconsistency or conflict in the instructions we receive from you or your Authorized Person(s), we may choose not to act upon them unless and until the ambiguity or conflict has been resolved to our satisfaction.
- (d) We shall not be required to effect instructions from you or your Authorized Person(s), except during banking hours on Business Days. In order to comply with such instructions we may, without giving prior notice, use the services of a correspondent bank.
- (e) We are authorized to treat as valid and binding on you or your Authorized Person(s) and to act on any instructions (whether oral or written or otherwise) purportedly given by you or your Authorized Person(s), without being obliged to enquire as to the identity or authority of the person(s) giving or purporting to give such instructions or the authenticity thereof, and regardless of the circumstances prevailing at the time of such instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions, including but not limited to instructions given or purported to be given by you to us pursuant to:
  - (i) the use of the Telephone Banking Service;
  - (ii) the use of any facsimile banking service; and
  - (iii) the use of Citibank Online.

## **21. Assignment and Novation**

You hereby irrevocably agree to any novation of this Agreement and any other agreement, document, assurance and guarantee in connection therewith or with your CRC account and/or any of your account(s) with us and/or any facilities and services available thereunder or securing your obligations thereunder, and irrevocably agree that we are entitled to and may assign or transfer reasonably to a transferee all or some of our rights, title, interests, benefits, obligations and liabilities under this Agreement and/or under any instrument(s) and/or any other agreement, document, assurance and/or guarantee in connection therewith and/or with your CRC account and/or any of your account(s) with us and/or any facilities and services available thereunder and/or securing your obligations thereunder. You further irrevocably and unconditionally agree that any such novation, assignment or transfer may be effected by our delivering to you a notice to that effect whereupon:

- (a) Our assigned or transferred rights, title, interests and benefits thereunder shall be transferred to and assumed by the transferee;
- (b) We shall thereafter be fully discharged and released from our assigned or transferred obligations and liabilities thereunder;
- (c) We shall retain all rights, title, interests, benefits, obligations and liabilities not so assigned or transferred;
- (d) The transferee shall thereafter be bound by identical rights, title, interests, benefits, obligations and liabilities thereunder which we assigned or transferred; and
- (e) Any acknowledgement (including but not limited to risk disclosure statements and acknowledgements), information (including but not limited to information provided in respect of risk profiling), instruction, order, direction, mandate or authority given by you to us in relation to your CRC account and/or any of your account(s) with us, any facilities and services available thereunder, this Agreement or securing your obligations thereunder may be relied and acted upon by the assignee or transferee as if given by you to the assignee or transferee and shall, unless and until revoked or cancelled, apply and have

effect in relation thereto. You also hereby irrevocably and unconditionally undertake to execute and sign any document (if any) which may be required to give effect to the foregoing.

## 22. Miscellaneous

- (a) Our records (including computer and microfilm stored records or any other electronic records stored by us) of all matters relating to you, any transaction on your CRC account, and/or your CRC account is conclusive evidence of such matters and is binding against you for all purposes, save for manifest or clerical error error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever. We may, in our reasonable discretion, destroy any document relating to any transaction on your CRC account or your CRC account after microfilming or otherwise recording the same in such manner as we may deem fit as well as to destroy such microfilm and records (including any electronic records) at any time.
- (b) We may at any time change any part or all of this Agreement and the Privacy Circular we shall notify you of any changes (in any manner which we deem fit). If you do not accept such changes, you may, within 10 days after we have given such notice of change, terminate your CRC account in accordance with Clause 13(a). If you do not terminate your CRC account after we have given such notice of change, you shall be deemed to have accepted such changes without reservation regardless of whether or not you continue to use the CRC Card, the Citibank ATM/Debit Card, issue any CRC cheque or otherwise operate the CRC account after such notice.
- (c) No failure or delay to exercise or enforce our rights, remedies and powers shall operate as a waiver thereof and no waiver by us of any breach of this Agreement on your part shall be a waiver of any subsequent breach of the same or any other provision of this Agreement.
- (d) A certificate signed by any of our officers as to any sum due from you to us shall be final and conclusive and be binding on you in respect of such sum so due, save for manifest or clerical error, but nothing in this clause shall prevent us from correcting at any time any error or omission in respect of such certificate.
- (e) If any one or more of the provisions of this Agreement shall be declared to be illegal, invalid or unenforceable in any jurisdiction, it shall not affect the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction nor the legality, validity or enforceability of this Agreement in any other jurisdiction.
- (f) This Agreement sets out our entire agreement with you in relation to your CRC account and you acknowledge that you have not relied on any representation, warranty, term, condition or matter whatsoever not expressly contained in this Agreement (whether the same is contained in any of our application forms, promotional literature, publicity material or otherwise) in entering into this Agreement. The Citibank ATM/Debit Card terms and conditions apply to your operation of the CRC account using the CRC Card or the ATM/Debit Card by such means and manner as we may avail to you from time to time including via the ATM or using the POS Transactions functionality. Accordingly, any reference to a Citibank ATM/Debit Card in the Citibank ATM/Debit Card terms and conditions shall be to a CRC Card. By operating the CRC Card, you are deemed to have agreed to and accepted such terms and conditions.
- (g) You consent to our recording of telephone calls which you have with us (whether made via the TBS or otherwise) and for such recordings to be used for any purpose as we deem fit including to provide evidence of instructions and other verbal communications, for quality and training purposes and as evidence in any proceedings against you or any other person.
- (h) You agree to be bound by all terms and conditions governing the use of such facilities, benefits or services which may from time to time be made available to you by us in connection with your CRC account. If there is any conflict between the provisions contained in this Agreement and the provisions of the Citibank ATM/Debit Card terms and conditions, the



Telephone Banking Service terms and conditions, the Internet Banking terms and conditions (collectively the "Other Terms and Conditions"), this Agreement shall prevail and apply and the Other Terms and Conditions shall be deemed to be modified so far only as it is necessary to give effect to the provisions of this Agreement. Unless otherwise provided by this Agreement, nothing in this Agreement shall affect the validity and enforceability of our rights or remedies under any such Other Terms and Conditions which shall continue to apply thereto. You acknowledge that your CRC Card, Citibank ATM/Debit Card and your TBS Access Code may operate any other account(s) you may have with us other than your CRC account.

- (i) Nothing in these terms and conditions shall confer on any third party (which for the avoidance of doubt shall include any Authorized Persons) 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 this Agreement.
- (j) This Agreement is governed by Singapore law and you and your Authorized Person(s) hereby submit irrevocably to the non-exclusive jurisdiction of the Singapore courts.
- (k) Where applicable, you represent and warrant that you are not a United States Person for purposes of U.S. federal income tax, and that you are not acting for, or on behalf of, a U.S. Person. You acknowledge that a false statement or misrepresentation of tax status by a U.S. Person could lead to penalties under U.S. laws. If your tax status change and you become a U.S. Person, you must notify us within 30 days. In the event that you become a U.S. Person, you agree that we shall be entitled to do all acts and things we deem necessary to comply with applicable U.S. laws, including but not limited to a liquidation of the affected assets and/or a transfer of your account to an alternate vehicle. You agree to bear all reasonably incurred costs and expenses incurred by us as a result thereof.

"U.S." refers to United States.

"United States Person" or "U.S. Person" mean any of the following:

- (i) a United States citizen;
- (ii) a United States resident; meaning:
  - a. a green card holder, or
  - b. an individual physically present in the United States for 31 days in the current calendar year and 183 days during the 3 year period that that includes the current year and the two years immediately before that, counting:
    - i. all the days present in the US in the current year,
    - ii. 1/3 of the days present in the US in the first year before the current year, and
    - iii. 1/6 of the days present in the US in the second year before the current year; or
  - c. an individual designated a resident for U.S. tax purposes; or
  - d. an individual with a U.S. mailing address or U.S. telephone number.
- (iii) a corporation partnership or entity organised or existing under the laws of any state territory or possession of the United States;
- (iv) an estate or trust of which any executor, administrator or trustee is a United States Person; or
- (v) an agency or branch of a foreign entity located in the United States.
- (vi) a discretionary or non-discretionary account held by a fiduciary for the benefit or account of a United States Person;

- (vii) a non-U.S. partnership, corporation or entity owned or controlled by a United States Person (ownership of 10% or more by a U.S. Person); or
  - (viii) a partnership, corporation or entity with a U.S. mailing address or U.S. telephone number.
- (l) You agree that we, any Citigroup Organisation or Third Party Service Provider may withhold or deduct any Collected Amount which is required to be withheld or deducted to comply with any Law or Regulation from any payment to you, or to or from an account that you maintain with us. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. We will notify you of any Collected Amount as soon as reasonably practicable. You acknowledge that we will not be required to reimburse you for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent we or any Citigroup Organisation or Third Party Service Provider pays or has paid from its own funds or is or will become required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, you will indemnify us for such payment, plus any interest and penalties thereon. You understand and agree that we are not required to contest any demand made by an Authority for such payment.

If you have any questions about your tax position as a result of opening an account with us or effecting any transaction on an account with us, you should engage an independent tax adviser as you consider appropriate.

(m) Other Products and Services

As our customer, you have access to a suite of financial products and services availed by ourselves, our affiliates and strategic partners designed to help you address and achieve your financial needs and goals. You agree that you can obtain information about such Products and Services via our website [www.citibank.com.sg](http://www.citibank.com.sg) and you further agree that we can from time to time communicate information in relation to such Products or Services to you specifically or generally to all cardmembers via such communication mode as we consider appropriate.

“Products” refers to products which we may make available to you from time to time, including but not limited to those products listed under the general section in the Citibank Singapore Global Consumer Banking Terms and Conditions entitled “PRODUCTS” and as set out in our online portal [www.citibank.com.sg](http://www.citibank.com.sg).

“Services” refers to the services which we may make available to you from time to time, including but not limited to those services listed under the general section in the Citibank Singapore Global Consumer Banking Terms and Conditions entitled “SERVICES” and as set out in our online portal [www.citibank.com.sg](http://www.citibank.com.sg).

(n) U.S. Laws and Regulations

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 CRC account 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.

# Citibank ATM/Debit Card

## Terms And Conditions

Before using your Citibank ATM/Debit Card, please read the terms and conditions set out below which govern your use of the Citibank ATM/Debit Card. By using your Citibank ATM/Debit Card, you are accepting these Terms and Conditions and will be bound by them.

### 1. Definitions

- 1.1 When we use the following words in these Terms and Conditions, they shall have the meanings as respectively set out below and unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa:
- (a) "Accounts" means any and all accounts maintained by you with us (whether alone or jointly with any other person(s) and whether current, deposit, loan or otherwise) and "Account" means any of them.
  - (b) "Account Statement" in relation to any Account, means the statement of account issued by us in respect of the Account.
  - (c) "ATM" means an automated teller machine or card-operated machine, whether belonging to us or other participating banks or financial institutions or to the Visa Global ATM Network, Mastercard® Network or their affiliated networks, in respect of which we have a subsisting arrangement to allow you to use your Citibank ATM/Debit Card at such machine.
  - (d) "ATM Limit" means the maximum limit permitted by us, and communicated to you by us from time to time, in respect of which the total of Cash Withdrawals and/or Cash Advances made or obtained on any calendar day must not exceed, or such other amount as we may at our reasonable discretion from time to time prescribe for the purpose.
  - (e) "Authority" means any competent regulatory prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign.
  - (f) "Available Balance" means, in relation to any Account, the aggregate of:
    - (i) the balance in such Account in your favour of immediately available and freely transferable funds; and
    - (ii) where we have granted you an overdraft facility or line of credit in respect of such Account, the limit of such overdraft facility or line of credit notified by us to you less the total amount payable by you to us with respect to such overdraft facility or line of credit.
  - (g) "Card Transaction" means any payment instruction carried out using your Citibank ATM/Debit Card, the CIN and/or the PIN, whether with or without your knowledge and/or authority (including any point-of-sales payment transactions and purchases via the internet and mail order and telephone orders for any goods/services and/or benefits).
  - (h) "Cash Withdrawal" means a disbursement of funds in any currency from any Account out of the balance in your favour (whether or not in the form of cash) made or obtained through or in connection with any Citibank ATM/Debit Card.
  - (i) "Cash Advance" means a disbursement of funds in any currency from any Account (whether or not in the form of cash) made or obtained through or in connection with any Citibank ATM/Debit Card other than any Cash Withdrawal.
  - (j) "Citibank ATM/Debit Card" means a card issued by us which enables you to conduct ATM transactions and/or Card Transactions and any card issued in renewal or replacement of such card.

- (k) "CIN" in relation to any Citibank ATM/Debit Card, means the Customer Identification Number embossed on the Citibank ATM/Debit Card.
- (l) "Designated Account" means the Account designated by you (and which designation we have approved) for the time being for the purpose of carrying out Card Transactions.
- (m) "Held Balance" at any time means the total amount estimated by us to be the amount of any and all Card Transactions effected or proposed to be effected on your Citibank ATM/Debit Card, but which have not been debited from or credited to the Designated Account (as the case may be).
- (n) "Law or Regulation" means the law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities.
- (o) "Mastercard" means Mastercard International Incorporated.
- (p) "Monthly Spending Limit" means the maximum limit permitted by us, and communicated to you by us from time to time, in respect of which the Monthly Transaction Amount must not exceed at any time, or such other amount as we may at our reasonable discretion from time to time prescribe for the purpose.
- (q) "Daily Spending Limit" means the maximum limit permitted by us, and communicated to you by us from time to time, in respect of which the Daily Transaction Amount must not exceed at any time, or such other amount as we may at our reasonable discretion from time to time prescribe for the purpose.
- (r) "Monthly Transaction Amount" on any day means the total of all the Card Transactions effected with respect to the Designated Account since the first day of the calendar month of that day.
- (s) "Daily Transaction Amount" on any day means the total of all the Card Transactions effected without use of PIN with respect to the Designated Account on that day.
- (t) "Overdrawn Balance" in relation to any Account means the balance in the Account in our favour, or where we have granted you an overdraft facility or line of credit in respect of the Account, the balance in the Account in our favour less the limit which we have notified to you of such overdraft facility or line of credit.
- (u) "PIN" means the Personal Identification Number issued by us to allow you to use your Citibank ATM/Debit Card at an ATM.
- (v) "Privacy Circular" refers to the notification provided by us to explain the purposes for our collection, use and disclosure of personal data as defined in the Personal Data Protection Act 2012 of Singapore, including amendments thereto.
- (w) "VISA" means VISA International Service Association.
- (x) "we", "our" and "us" means Citibank Singapore Limited, and its successors and any novatee, assignee, transferee or purchaser of Citibank Singapore Ltd's rights and/or obligations hereunder and any reference to "Citibank Singapore Ltd" includes a reference to such successor, novatee, assignee, transferee or purchaser.
- (y) "you", "your", "cardmember" means the person to whom the Citibank ATM/Debit Card is issued.

## **2. The Citibank ATM/Debit Card**

- 2.1 We may send you your Citibank ATM/Debit Card by ordinary post to the address we have on record for you. In the event you fail to receive the card and unauthorized transactions occur on the CRCS account, you will not be liable for the balances arising therefrom provided you have not acted fraudulently or negligently. We are not liable for any loss or damage which you may suffer if you fail to receive the Citibank ATM/Debit Card.
- 2.2 You must immediately sign on the Citibank ATM/Debit Card when you receive it.
- 2.3 Regardless of any provision contained in these Terms and Conditions, if you do not agree to any provision in these Terms and Conditions, you must not sign on, retain or use the Citibank ATM/Debit Card, and shall return the Citibank

ATM/Debit Card cut in halves to us immediately. You are deemed to have accepted and agreed to these Terms and Conditions if you sign on, retain or use the Citibank ATM/Debit Card.

- 2.4 The Citibank ATM/Debit Card remains our property at all times. You must immediately return your Citibank ATM/Debit Card to us upon our request which we may make at any time in our reasonable discretion.

### **3. Facilities Available with the Citibank ATM/Debit Card**

- 3.1 Your Citibank ATM/Debit Card may be used for the following purposes:
- (a) to obtain Cash Withdrawals, and where we have given our prior approval, Cash Advances;
  - (b) to carry out Card Transactions, if you have a Citibank ATM/Debit Card with the requisite functionality; and/or
  - (c) such other purpose as may be specified by us and communicated to you from time to time.
- 3.2 (a) Where your Citibank ATM/Debit Card has VISA / Mastercard Card Transactions functionality, you acknowledge and accept that if you choose to make a Card Transaction payment via the VISA / Mastercard network, you will be bound by the VISA / Mastercard rules governing such transactions including but not limited to rules governing chargeback and dispute resolution.
- 3.2 (b) Where your Citibank ATM/Debit Card has any other network Card Transaction functionality, you acknowledge and accept that if you choose to make a Card Transaction payment via such other networks, you will be subject to such limits on the Card Transaction amount as prescribed by such networks or us and bound by the rules of such network governing such transactions including but not limited to rules governing dispute resolution.

You further acknowledge and accept that the privileges, rewards and/or services would differ depending on which network you choose to make a Card Transaction payment.

- 3.3 The Citibank ATM/Debit Card is not transferable and may only be used by the person to whom we issue the Citibank ATM/Debit Card and whose name is embossed on the Citibank ATM/Debit Card.

### **4. Held Balance**

- 4.1 We may assign a Held Balance for the purpose of any Card Transaction proposed to be effected on your Citibank ATM/Debit Card. We may maintain any Held Balance for such period as we consider appropriate.
- 4.2 We may at our reasonable discretion debit the Designated Account with the amount of the Held Balance (or any part thereof) whether or not such amount represents Card Transactions. If we debit any amount to the Designated Account as aforesaid and we subsequently determine that such amount (or any part thereof) ought not be so debited, we will re-credit the Designated Account with the appropriate sum free of any interest (and if we have charged you any interest in respect of such sum, we may at our reasonable discretion waive such interest).
- 4.3 Nothing in these Terms and Conditions shall limit our right to debit the Designated Account or any other Account with the amount of any transaction (including any interests, charges, fees, costs and expenses) regardless of whether such amount is equal to the amount of the Held Balance.

### **5. Transaction Limits**

- 5.1 You must not use or attempt to use your Citibank ATM/Debit Card to effect any Card Transaction or obtain any Cash Withdrawal or Cash Advance if:
- (a) the amount of the Card Transaction, Cash Withdrawal or Cash Advance exceeds the Available Balance in the relevant Account; or
  - (b) the ATM Limit would be exceeded if the Cash Withdrawal or Cash Advance is effected; or

- (c) the Daily Transaction Amount would exceed the Daily Spending Limit if the Card Transaction is effected; or
- (d) the Monthly Transaction Amount would exceed the Monthly Spending Limit if the Card Transaction is effected.

5.2 If for any reason there is an Overdrawn Balance in any Account, whether as a result of any Citibank Debit Card Transaction, Cash Withdrawal and/or Cash Advance and whether with or without our consent, you must immediately pay us the amount of the Overdrawn Balance in such manner as we may in our reasonable discretion direct and we may communicate this direction to you by any means we deem fit.

## 6. Currency Conversion

### 6.1 (a) Foreign currency transactions

- (i) Cash Withdrawal, Cash Advance or Card Transaction (including online and overseas transactions) effected in US dollars will be converted into Singapore dollars. Transactions effected in foreign currencies other than US dollars will be converted to US dollars before being converted into Singapore dollars, except for Australian dollars on Visa cards which will be converted into Singapore dollars directly. The conversion will take place on the date on which the transaction is received and recorded by us ("posting date"). The currency conversion will be based on our prevailing foreign exchange rate or an exchange rate determined by VISA or MasterCard International depending on whether the conversion is done by us, VISA or MasterCard International.
- (ii) In addition, the Cash Withdrawal, Cash Advance or Card Transaction will be subject to administrative fee of up to 2.5% on the converted Singapore dollar amount if processed by VISA or MasterCard International or such other rate(s) as determined by us and notified to you.

### 6.1 (b) Dynamic Currency Conversion

- (i) If your Cash Withdrawal, Cash Advance or Card Transaction (including online and overseas transactions) is converted into Singapore dollars via dynamic currency conversion (a service offered at certain ATMs and merchants which allows a cardmember to convert a transaction denominated in a foreign currency to Singapore Dollars at the point of withdrawal/sale), you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant or dynamic currency conversion service provider, as the case may be. You acknowledge that we do not determine whether a transaction will be converted into Singapore dollars via dynamic currency conversion and, where your card transaction is for a retail purchase, you may have to check with the relevant merchant whether such conversion was done.
- (ii) In addition, the Cash Withdrawal, Cash Advance or Card Transaction will be subject to an administrative fee of 2.5% on the converted Singapore dollar amount levied by VISA/ MasterCard International if it is a VISA/ MasterCard International transaction.

6.2 We will credit any Account with any refund in respect of any Card Transaction or any payment or other credit due to you at such time as we may determine in accordance with our usual practice after our receipt of the amount of such refund, payment or credit in Singapore. If such refund, payment or credit is received in a currency other than Singapore dollars, we will convert it to Singapore dollars at such time and rate of exchange as we may in our reasonable discretion adopt in accordance with our usual practice.

You must bear all exchange risks, reasonably incurred losses, commission, fees and charges which may thereby arise.

6.3 Any Cash Withdrawal and/or Cash Advance made with your Citibank ATM/Debit Card outside Singapore constitutes a payment by us to you and a remittance to the country where the Cash Withdrawal and/or Cash Advance is effected. Your right to effect any Cash Withdrawal and/or Cash Advance outside Singapore is subject to the laws and regulations of Singapore and that of the country in which the Cash Withdrawal and/or Cash Advance is effected or proposed to be effected

(including without limitation, any exchange controls, regulations or limitations prevailing in such country). In any event, you shall fully compensate us for all exchange risks, reasonably incurred losses, communications and other fees and charges which may thereby be reasonably incurred.

## **7. Interests, Charges and Fees**

- 7.1 In addition to the interests, charges and fees which we may levy in connection with your Account(s), you agree to pay such other interests, charges and fees at such rates and amounts and on such basis as we may at our reasonable discretion prescribe from time to time with reasonable to you in connection with the issuance and/or use of your Citibank ATM/Debit Card.
- 7.2 All fees referred to in Condition 7.1 shall not in any event be refundable. We may debit the amount of all fees, charges, taxes and other amounts payable by you in connection with these Terms and Conditions to such Account after reasonable notice to you.

## **8. PIN**

- 8.1 We may in our absolute discretion issue a PIN to you and the PIN may be sent to you by ordinary post to the address we have on record for you.
- 8.2 You must not disclose the PIN and must take all care to prevent the PIN from being disclosed to any other person.
- 8.3 You are liable for all Cash Withdrawals, Cash Advances and Card Transactions effected by the use of the PIN whether with or without your knowledge or authority.
- 8.4 We are entitled at our reasonable discretion to change or terminate your use of the PIN at any time with reasonable notice to you.

## **9. Loss/Theft/Disclosure**

- 9.1 You must keep your Citibank ATM/Debit Card in a safe and secure place. You must ensure that your PIN and/or your CIN are not disclosed to any third party and ensure that your PIN is not kept with your Citibank ATM/Debit Card. You must take all steps and precaution to prevent any forgery, fraud, loss or theft in respect of or in relation to your Citibank ATM/Debit Card, PIN and CIN.
- 9.2 If your Citibank ATM/Debit Card is lost, stolen or used by any other person or your PIN and/or CIN is disclosed to any other person, you must:-
  - (a) immediately notify us; and
  - (b) furnish to us a statutory declaration in such form as we will specify and/or a police report and/or any other information we may require.
- 9.3 You are liable for all unauthorized Cash Withdrawals, Cash Advances and Card Transactions, whether they are effected as a result of the unauthorized use of the Citibank ATM/Debit Card, the PIN and/or the CIN or otherwise.

Notwithstanding the foregoing, your liability for all unauthorized transactions on your Citibank ATM/Debit Card which are effected prior to our receipt of your notification shall be limited to S\$100 provided:-

- (a) you have fully complied with paragraphs 9.1 and 9.2;
  - (b) you assist in the investigations and recovery; and
  - (c) we are satisfied that such unauthorized Cash Withdrawals, Cash Advances and/or Card Transactions are not due to your negligence and that you have not acted fraudulently.
- 9.4 If the lost or stolen Citibank ATM/Debit Card is recovered, you must immediately return us the Citibank ATM/Debit Card cut in half without using it. You must not use the CIN and/or the PIN after reporting to us that the CIN and/or the PIN has been disclosed to a third party.
  - 9.5 We shall be entitled to treat any request via mail, telephone, facsimile, internet or other means of communication to any merchant for the supply of goods and/or services to be charged to the Designated Account, whether made or authorized by you and whether a sales draft or voucher, receipt, charge slip or any other document is signed by you, or otherwise, as a valid Citibank Debit Card Transaction and we may debit the Designated Account with the amount of such Card Transaction.

- 9.6 We may, in our reasonable discretion, issue a replacement Citibank ATM/Debit Card or a new PIN upon such terms and conditions as we may deem fit.

## **10. Termination of the Use of the Citibank ATM/Debit Card**

- 10.1 The use of your Citibank ATM/Debit Card shall be immediately terminated if all Accounts are closed for any reason whatsoever.
- 10.2 Your Citibank ATM/Debit Card may not be used to effect any Card Transaction once the Designated Account is closed, even if your other Account(s) remain in force.
- 10.3 We may in our reasonable discretion, with notice but without any liability to you, terminate the use of your Citibank ATM/Debit Card or your right to use the Citibank ATM/Debit Card to effect Card Transactions, Cash Advances and/or Cash Withdrawals whether or not you are in default of these Terms and Conditions.
- 10.4 If the use of your Citibank ATM/Debit Card is terminated for any reason whatsoever, you must return to us the Citibank ATM/Debit Card cut in halves.
- 10.5 Our rights and remedies under these Terms and Conditions shall not be determined, affected or prejudiced by your bankruptcy, insanity, death or other legal disability, and you or your representative shall be bound to immediately return to us the Citibank ATM/Debit Card cut in halves.
- 10.6 Your obligations and liabilities under these Terms and Conditions will continue notwithstanding any termination of the use of your Citibank ATM/Debit Card for any reason. In addition, notwithstanding the closure of any or all of the Accounts, you shall remain liable for the amount of any and all Cash Withdrawals, Cash Advances and/or Card Transactions effected through the use of your Citibank ATM/Debit Card, Cash Withdrawals (including all fees, interests and charges relating to such Card Transactions and/or Cash Advances) whether or not such Cash Withdrawals, Cash Advances and/or Card Transactions were debited from the Account(s) prior to closure and the provisions of these Terms and Conditions shall apply in respect of all such Cash Withdrawals, Cash Advances and Card Transactions.

## **11. Citibank's Discretion**

- 11.1 Without prejudice to any of our rights and remedies, we are entitled, at any time in our reasonable discretion and without giving any reason or notice, to refuse to approve any proposed:
- (a) Cash Withdrawal and/or Cash Advance notwithstanding that the amount of the proposed Cash Withdrawal and/or Cash Advance does not exceed the Available Balance or the ATM Limit would not be exceeded if such Cash Withdrawal and/or Cash Advance is effected; and/or
  - (b) Card Transaction, notwithstanding that the amount of the proposed Card Transactions does not exceed the Available Balance in the Designated Account or the Monthly Transaction Amount would not exceed the Monthly Spending Limit if such Card Transaction is effected.
- 11.2 Without prejudice and notwithstanding the other provisions of these Terms and Conditions, we may allow or approve any Card Transaction, Cash Withdrawal and/or Cash Advance, even if:
- (a) the amount of the Cash Withdrawal, Cash Advance and/or Card Transaction exceeds the Available Balance in the relevant Account; and/or
  - (b) the Monthly Spending Limit would be exceeded, as the case may be, and we may debit the Designated Account (or any other Account) with any amount due from you to us (whether in respect of any Cash Withdrawal, Cash Advance and/or Card Transaction, interest, fee, charge or otherwise) even if an Overdrawn Balance would result in any Account from such debiting.
- 11.3 Notwithstanding and without prejudice to the other provisions of these Terms and Conditions, we are entitled at any time in our reasonable discretion with reasonable notice, to:
- (a) increase or decrease the ATM Limit and/or the Monthly Spending Limit; and/or
  - (b) refuse to re-issue, renew or replace any Citibank ATM/Debit Card; and/or
  - (c) introduce, amend, vary, terminate or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with your



Citibank ATM/Debit Card and/or the use of your Citibank ATM/Debit Card, whether specifically relating to you or generally to all or specific cardmembers.

- 11.4 Where you are issued with a Citibank ATM/Debit Card, the CIN may or may not coincide with the number of any Account. In addition, we may at your request or at any time without incurring any liability or giving any reason, and upon giving you notice, change your CIN and issue a replacement Citibank ATM/Debit Card, and we may, where applicable, continue to debit all Citibank Debit Card Transactions on your new Citibank ATM/Debit Card to the Designated Account. We may also continue to debit all Cash Withdrawals and/or Cash Advances on your new Citibank ATM/Debit Card to the relevant Account. If we have given you such notice, you must immediately return to us your Citibank ATM/Debit Card cut in halves. In addition, in the event that another account maintained by you with us is designated with our consent as the "Designated Account" for the use of your Citibank ATM/Debit Card in place of the Designated Account, such account shall be regarded as the Designated Account for the purpose of these Terms and Conditions with effect from such date as we may notify you.
- 11.5 Notwithstanding and without prejudice to the other provisions of these Terms and Conditions, we are entitled at any time in our absolute discretion to suspend your right to use the Citibank ATM/Debit Card entirely or in respect of specified facilities.

## **12. Release of Information**

- 12.1 To the extent not prohibited by Law or Regulation, you authorize the transfer and disclosure of any information relating to you to and between the branches, subsidiaries, representative offices, affiliates and agents of Citibank, N.A. and third parties selected by any of them or us, wherever situated, for confidential use (including for use in connection with the provision of any products and services to you and for data processing, statistical and risk analysis purposes, global cash services and dealings in securities on the Singapore Exchange Securities Trading Limited and any other relevant authorities and agencies pertaining thereto). We and any of the branches, subsidiaries, representative offices, affiliates and agents of Citibank, N.A. or third parties selected by any of them or us, shall be entitled to transfer and disclosure any information as may be required by Law or Regulation, court, regulator or legal process.
- 12.2 Without prejudice to the generality of the foregoing, where we are a member of, or subscriber for the information sharing services of, any credit bureau recognized by the Monetary Authority of Singapore ("MAS") under or pursuant to the Banking Act (Chapter 19), you expressly authorize:
- (a) us to transfer and disclose to any such credit bureau; and
  - (b) any such bureau to transfer and disclose to any fellow member or subscriber as may be recognized as such by MAS,
- any information relating to you and/or your Account(s) (and for such purposes) as may be permitted under or pursuant to the Banking Act (Chapter 19).
- 12.3 For the purpose of complying with applicable US tax laws, you waive any bank secrecy, privacy or data protection rights related to your Account(s).
- 12.4 You agree that your signing of the application form shall constitute your written permission for any such disclosure for the purposes of Section 47 and the Third Schedule of the Banking Act (Chapter 19) or any other disclosure imposed by Law or Regulation.
- 12.5 You agree to the terms of, and that we may collect, use and disclose personal data in the manner and for the purposes as described in the Privacy Circular, which is deemed to be incorporated by reference into this Clause 12.5.

## **13. Exclusion of Liability**

- 13.1 We may from time to time arrange for or procure benefits, discounts, retail rebates or programmes in conjunction with the use of your Citibank ATM/Debit Card. Such benefits, discounts, retail rebates or programmes may be subject to such terms and conditions and restrictions as we may notify you, and we may withdraw any such benefit, discount, retail rebate or programme at any time and with notice to you.
- 13.2 You will not hold us responsible for goods or services supplied by any merchant (whether introduced by us to you or otherwise) or the quality or performance

of any goods or services pursuant to or in relation to any Cash Withdrawal, Cash Advance and/or Card Transaction. If you have any complaint against any merchant (including but not limited to any claims that the merchant had coerced or pressured you to perform the card transaction), you shall resolve such dispute with the merchant directly; your liability owing to us will not be affected by such dispute or any counterclaim or right of set-off which you may have against such merchant. Your rights under these Terms and Conditions are not to be assigned or otherwise disposed of.

- 13.3 You will not hold us liable in any way and you will have no claims against us if your Citibank ATM/Debit Card is not accepted or honoured by any merchant, bank, financial institution or any other person for any reason.
- 13.4 Notwithstanding any other terms and conditions of these Terms and Conditions, we are not liable to you for any loss, damage, inconvenience, embarrassment, cost and expense of any nature which in any way may be suffered or incurred by you or by any other person in respect of or in connection with the use or attempted use of your Citibank ATM/Debit Card, the CIN or PIN and/or these Terms and Conditions, including, without prejudice to the generality of the foregoing, any repossession of the Citibank ATM/Debit Card or any request for its return; any malfunction or failure of any machine or system of authorization or transmission link or ATM; any damage or loss of the Citibank ATM/Debit Card; and any inability to retrieve any data or information that may be stored in the Citibank ATM/Debit Card howsoever caused, save in the case of our fraud, gross negligence and wilful default.
- 13.5 You agree that we have the discretion to use such agents, contractors and/or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in these Terms and Conditions, and save where expressly provided in these Terms and Conditions, we are not liable to you for any act, omission, neglect or wilful default on the part of such agents, contractors and/or correspondents.

#### **14. Indemnity**

- 14.1 You will compensate us for any reasonably incurred losses, damage, liability, cost and expense (including legal costs) which we may incur or suffer as a result of or in connection with any use or attempted use of your Citibank ATM/Debit Card, the CIN or PIN and/or these Terms and Conditions, including, without prejudice to the generality of the foregoing:
- (a) your breach of any of your obligations under these Terms and Conditions;
  - (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 Citibank ATM/Debit Card and/or these Terms and Conditions, and the same may be debited from any Account and/or shall be paid by you on demand.

#### **15. Recurring/Instalment Payments**

- 15.1 Where you have a Citibank ATM/Debit Card which allows you to make Card Transactions:
- (a) if you use your Citibank ATM/Debit Card to purchase goods or services by instalments or to make payments on a recurring basis, you thereby authorize us to pay such instalments for you as they become due and debit the amount paid by us from the Designated Account or any other Account;
  - (b) if your right to use your Citibank ATM/Debit Card is suspended or the Designated Account is closed, we may at our option and without prejudice to any of our rights and remedies, stop paying the said instalments for you, or debit the aggregate sum of the remaining instalments to the Designated Account or any other Account or require you to pay the same forthwith.
- 15.2 You also agree to be bound by any other specific terms and conditions governing such recurring/instalment payment scheme. In the event of conflict, such specific terms and conditions are to prevail over the provisions of this Condition 15 but only to the extent necessary to give full effect to those terms and conditions.

#### **16. Joint Account**

- 16.1 In the event that your Account (or any of them) is maintained jointly for you

and one or more other persons (referred to as "Joint Account Holder" for the purpose of this Condition):

- (a) we may at our reasonable discretion issue any Citibank ATM/Debit Card to each Joint Account Holder without reference or notice to you (and such Citibank ATM/Debit Card may or may not come with the functionality enabling Card Transactions as we consider appropriate);
- (b) all references to "you" shall where the context allows include each and every Joint Account Holder in whose name the Account is maintained;
- (c) you shall be jointly and severally bound to observe comply and perform the duties and obligations in these Terms and Conditions;
- (d) we shall be entitled to make arrangements with or release any of you without thereby affecting in any way the obligations or continued liability of any other of them;
- (e) your liabilities shall not be affected in any way by any dispute or counterclaim or right of set-off which the Joint Account Holders may have against each other or by the discharge of any one of them for any reason or by the invalidity or unenforceability of any of these Terms and Conditions in relation to any of the Joint Account Holders or by the death, disability, mental incapacity or bankruptcy of any of the Joint Account Holders;
- (f) we shall be entitled to act or rely on any communication, request or instruction given or purported to be given by any Joint Account Holder (whether with or without your knowledge or authority) and you shall be bound by such communication, request or instruction; and
- (g) any Account Statement or notice relating to the use of any Citibank ATM/Debit Card or any facilities or benefits relating to the Citibank ATM/Debit Card or any amendment to these Terms and Conditions dispatched to any Joint Account Holder shall be deemed to have been dispatched and received by each and every Joint Account Holder (including yourself) at the time when that Joint Account Holder receives or is deemed to have received the same.

## **17. General**

- 17.1 We may at any time vary, modify, add to or delete any of these Terms and Conditions and we will notify you of any such changes in such manner as we may in our reasonable discretion, deem fit. If you do not accept such changes, you may terminate the use of your Citibank ATM/Debit Card forthwith after we have given such notice of change. If you retain or use the Citibank ATM/Debit Card or the CIN or the PIN after we have given such notice of change, you will be deemed to have accepted such changes without reservation.
- 17.2 These Terms and Conditions are in addition to any other agreement(s) between you and us with respect to your Account(s) and/or any other facilities, benefits or services which may from time to time be made available by us to you in connection with your Account(s) and the rights conferred on us under any such agreement(s). If there is any inconsistency between these Terms and Conditions and the terms of any such other agreement(s), the provisions of these Terms and Conditions shall prevail.
- 17.3 The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 17.4 No failure on our part to exercise and no delay on our part in exercising any right or remedy under these Terms and Conditions will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.
- 17.5 Any waiver by us of our rights or remedies in respect of any provision of these Terms and Conditions or any breach on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.
- 17.6 Our records (including computer and microfilm stored records) of all matters relating to you, any Cash Withdrawal, Cash Advance, Card Transaction, your Citibank ATM/Debit Card and/or your Account(s) are conclusive evidence of such matters and is binding against you for all purposes, save for manifest or clerical error, subject to our right to rectify any error or omission therein and

our right to adduce other evidence. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever. We may, in our absolute discretion, destroy any document relating to any Cash Withdrawal, Cash Advance or Card Transaction, your Citibank ATM/Debit Card and/or your Account(s) after microfilming or otherwise recording the same in such manner as we may deem fit as well as to destroy such microfilm and records at any time.

- 17.7 Each of the provisions in these Terms and Conditions is severable and distinct from one another and if at any time any one or more of these Terms and Conditions or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way.
- 17.8 We may at any time in our reasonable discretion assign any of our rights under these Terms and Conditions to any third party whosoever without your consent.

# Citibank Ready Credit PayLite ("RCPL")

## Terms And Conditions

- 1.1 In this RCPL Agreement, "we", "our" and "us" means Citibank Singapore Ltd and its successors and any novatee, assignee, transferee or purchaser of Citibank Singapore Ltd's rights and/or obligations hereunder and "you", "your", "yours" and "customer" means the person(s) (including any personal representatives, successors or assigns of such person) in whose name the RCPL is granted by us.
- 1.2 In this RCPL Agreement, unless the context otherwise requires, the following words when used have the following meanings respectively set out below: "Agreements" means collectively this RCPL agreement, the Citibank Ready Credit Customer's agreement ("CRCS Agreement"), the Citibank ATM/Debit Card terms and conditions, the Telephone Banking Service terms and conditions (the "TBS Agreement") and the Citibank Online Internet Banking terms and conditions (as each may be amended, modified, varied or supplemented from time to time); "Application Form" means the RCPL application form completed and signed by you requesting for a RCPL; "Authorised Person(s)" means the person(s) authorised by you to make enquiries in relation to any RCPL; "Business Day" refers to any day on which banks are open for business in Singapore other than Saturdays, Sundays and gazetted public holidays in Singapore; "Effective Interest Rate" means the interest rate, as determined by us in our discretion, used to compute the monthly interest amount payable; "RCPL" means the personal loan granted by us to you subject to the terms and conditions in this RCPL Agreement; and "RCPL Agreement" means this RCPL agreement (as may be amended, modified, varied or supplemented from time to time); and "RCPL communication" means all notices, demands, requests, instructions, advice and other communication in respect of your RCPL.
- 1.3 The headings and sub-headings of the provisions of this RCPL Agreement are to facilitate reference only and do not form a part of this RCPL Agreement, and shall not in any way affect the construction or interpretation thereof.
- 1.4 Unless the context otherwise requires, in this RCPL Agreement:
  - (a) words using the singular or plural number also include the plural or singular number, respectively; words denoting any gender shall include all genders;
  - (b) the terms "hereof", "herein", "hereby", "hereto", "hereunder" and similar words refer to this entire RCPL Agreement and not any particular Clause, or any other subdivision of this RCPL Agreement;
  - (c) the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import;
  - (d) references to any "person" include any natural person, corporation, judicial entity, association, statutory body, registered business, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority; and
  - (e) references to "Clause" or "Schedule(s)" or any other agreement or document in this RCPL Agreement shall be construed as references to the Clauses or Schedules of this RCPL Agreement, or such other agreement or document, as may be amended, modified or supplemented from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms.
- 1.5 Where you comprise two or more persons, all covenants, agreements, undertakings, stipulations, obligations and other provisions under or pursuant to this RCPL Agreement and your personal liability herein shall be deemed to

be made by and be binding and applicable respectively on each of you jointly and each of you severally and shall also be binding on and applicable to your personal representatives, successors and/or assigns jointly and severally.

- 1.6 In this RCPL Agreement, unless the context otherwise requires, all terms and references used in this RCPL Agreement and which are defined or construed in the other Agreements (including the CRC Agreement and the TBS Agreement) but are not defined or construed in this RCPL Agreement shall have the same meanings and construction in this RCPL Agreement.

## **2. Ready Credit Personal Loan**

- 2.1 In addition to the terms and conditions set out in the Application Form and/or imposed by us from time to time, you must maintain a CRC account in order to be eligible or to apply for the RCPL.
- 2.2 We shall set a credit limit in relation to the total amount of RCPL that may be disbursed by us to you. We may at our reasonable discretion increase or decrease the credit limit of your RCPL at any time with notice to you.
- 2.3 You may, subject to our approval, apply for more than one RCPL provided that the total amount of RCPL outstanding at any time shall not exceed the credit limit set by us.
- 2.4 We may, in our absolute discretion, at any time, grant you additional credit beyond the credit limit set out in Clause 2.2 upon such terms and conditions, as we shall determine. We reserve the right to withdraw or modify such additional credit granted with notice at any time.
- 2.5 In the event that your application for RCPL is approved, we will disburse the amount of RCPL approved either:
- (a) by way of cheque(s) made payable to you and sent to you or deposited into any bank account in Singapore specified by you to us (save for your CRC account); or
  - (b) by crediting your account with us (save for your CRC account) and/or any bank account in Singapore specified by you to us; or
  - (c) in the case where the RCPL is applied for the purchase of good and/or services, directly to the merchant and/or seller of such good and/or services, in our reasonable discretion.
- 2.6 The tenure of each RCPL shall commence on the date of the disbursement or such other date as we may specify in our reasonable discretion.
- 2.7 RCPL, interest on RCPL and all fees (including any upfront service fee), charges and monies payable in relation to RCPL will not earn any rewards under the Citibank Ready Credit Reward program.

## **3. Interest**

- 3.1 The monthly interest amount payable will be computed by multiplying the Effective Interest Rate by the outstanding unbilled RCPL amount, divided by 12 months. Therefore, the monthly interest amount will vary. If the date of approval of your RCPL and the date of your first monthly statement of account is less than 30 days, the monthly interest payable will be pro-rated on a 365 days basis and on a 366 days basis in the event of a leap year.
- 3.2 If the minimum payment specified in any CRC statement or such part of the CRC outstanding balance shown in such CRC statement is not received by us in full within 30 days from the payment date specified in such CRC statement or otherwise notified to you, as the case may be, you shall pay additional interest at the prevailing CRC interest rate or such other rate as we may in our reasonable discretion determine on all RCPL monthly instalment amounts that are due but remain unpaid.
- 3.3 The Interest Rate shall be fixed for the entire duration of each RCPL.
- 3.4 The Effective Interest Rate for your RCPL will be communicated to you at the time of your application and will be set out in the confirmation letter (the "Confirmation Letter") issued to you upon the approval of your RCPL application.

#### **4. Repayment**

- 4.1 Each RCPL shall be repaid in equal instalments in 12, 24, 36, 48 or 60 months at your option, or such longer period as we may otherwise determine in our reasonable discretion.
- 4.2 You may, subject to our approval, revise the duration of repayment of each RCPL via the TBS to such other duration. A fee, to be determined by us in our reasonable discretion, shall be imposed if the revision occurs from the date such RCPL is disbursed.
- 4.3 Each monthly instalment payment shall comprise both principal and interest.
- 4.4 The monthly instalment due for the month and the payment due date for such monthly instalment shall be set out in the CRC statement. The minimum payment due as reflected in the CRC statement shall include:
  - (a) the RCPL monthly instalment applicable for any particular month;
  - (b) any overdue RCPL amount; and/or
  - (c) all other fees, charges and monies payable in relation to RCPL.
- 4.5 You shall make all payments due to us by cheque, by cash at any of our branches, by GIRO or by any other means that we may consider appropriate in our reasonable discretion. Time shall be of the essence for the payment of all sums payable by you.
- 4.6 All payments due to us under this RCPL Agreement shall be made in Singapore Dollars, in full without any deduction or withholding (whether in respect of set-off, counterclaim, taxes, charges or otherwise) unless the deduction or withholding is required by law, in which event you shall immediately pay us an additional amount so that the net amount received by us will equal the full amount which would have been received by us had no such deduction or withholding been made and you shall furnish us an official receipt of the relevant authority involved for all amounts deducted or withheld as aforesaid.
- 4.7 We shall be entitled to convert any payment, received by us in a currency other than Singapore Dollars, at such time and rate of exchange as we may in our reasonable discretion determine and you shall bear such handling fee which we may impose for such foreign currency payments and all exchange risks, reasonably incurred losses, commission and other bank charges which may thereby be incurred.
- 4.8 In the event that you close your CRC account and/or your CRC account is terminated pursuant to the CRC Agreement, the total amount outstanding, accrued interest and all other fees, charges and monies payable in relation to each RCPL shall become due and immediately payable.
- 4.9 You may not request for the release of or use of any part of each RCPL which has been repaid or cancelled, as the case may be.

#### **5. Prepayment**

- 5.1 You may fully prepay each RCPL after you have given us one month's notice in writing or via TBS or one month's notice in such other manner as we may consider appropriate in our reasonable discretion.
- 5.2 A prepayment fee may be payable, such fee to be determined by us in our reasonable discretion, in respect of any prepayment made pursuant to Clause 5.1.
- 5.3 If you do not prepay each RCPL fully pursuant to Clause 5.1, the total amount outstanding, accrued interest and all other fees, charges and monies payable in relation to that RCPL shall be immediately transferred to your CRC account and the terms and conditions of the CRC account (including interest charges and minimum payment due) shall apply to the amounts transferred. You will also be liable for the prepayment fee as set out in Clause 5.2.
- 5.4 Partial prepayment is not allowed.

## **6. Fees**

### **6.1 You shall pay:**

- (a) an upfront service fee, if applicable, the sum of which will be set out in your RCPL application form and confirmation letter;
- (b) in addition to Clause 3.2, if any monthly instalment is overdue, a late payment charge in accordance with Clause 6(a)(ii) of the CRC Agreement;
- (c) a cancellation fee of (i) S\$100 or 3% of the outstanding unbilled principal amount, whichever is higher, or (ii) such other rate and/or amount as specified in the Confirmation Letter, or such other amount as we may determine from time to time in our reasonable discretion if the RCPL or any part of the RCPL is cancelled from the date we approve your application; and
- (d) a service charge or administrative fee, for any service provided by us (including without limitation, sending you copies of past CRC statements upon your request) or any action taken by us in carrying out any of your instructions or requests relating to the RCPL, whether such services or actions are referred to or contemplated in this RCPL Agreement or otherwise.

6.2 We shall be entitled, in our reasonable discretion, to vary or determine, from time to time, the basis of calculation of all additional interest, fees and charges payable by you under this RCPL Agreement with reasonable notice and the same may be debited from your CRC account or shall be payable by you upon demand or at such time as we may deem fit. For the avoidance of doubt and without limiting the generality of the foregoing, you agree that we shall be entitled to increase the interest rate, at such times, for such periods and to such rates as we deem fit, on the outstanding balance if you fail to make payment by the relevant payment date.

6.3 All interest and charges shall be payable by you before and after judgement.

## **7. Transfer of RCPL**

7.1 We may at anytime in our reasonable discretion transfer the total amount outstanding, accrued interest and all other fees, charges and monies payable in relation to any and all RCPL to your CRC account and the terms and conditions of the CRC account (including interest charges and minimum payment due) shall apply to the amounts transferred.

7.2 You may, subject to our approval, transfer any amount outstanding in relation to the RCPL to your CRC account via the TBS and the terms and conditions of the CRC account (including interest charges and minimum payment due) shall apply to the amounts transferred. We may charge a fee, such fee to be determined by us in our reasonable discretion, in the event of a transfer pursuant to clause 7.2.

## **8. Events of Default**

The total amount outstanding, accrued interest and all other fees, charges and monies payable in relation to any and all RCPL will immediately become due and payable by you on demand if any of the following events of default occurs:

- (a) if you do not pay any monthly instalment or any monies payable under any agreement or security document relating to the RCPL, when due;
- (b) if you commit or threaten to commit a breach of any of the terms and conditions of this RCPL Agreement or any agreement relating to the RCPL;
- (c) if you enter into any arrangement or composition for the benefit of creditors or shall have any petition filed or notice issued or any step taken for making of a receiving or adjudication order against you;
- (d) if you are adjudicated a bankrupt or a bankruptcy petition is presented against you;
- (e) if any present or future indebtedness of yours for or in respect of money borrowed or raised (whether from us or any other person) becomes (or becomes capable of being declared) due and payable prior to its stated maturity otherwise than at your option or any such indebtedness is unpaid when due or, as the case may be, within an appropriate grace period;



- (f) if you die or become insane;
- (g) if a distress or execution or writ of seizure and sale or attachment is levied upon or issued against any of your property or assets;
- (h) if a receiver is appointed over your property, assets or undertaking or any part of such property, assets or undertaking;
- (i) if any event occurs or circumstances arise which gives us reasonable grounds for believing that you may be unable to perform or comply with any one or more of your obligations under the terms and conditions of this RCPL Agreement or under any security or agreement given by you to us; or
- (j) if, in our opinion, you have made any material statement which was false or misleading, or suppressed any material fact in or in connection with the application for RCPL.

## **9. Prohibited use**

You shall not authorize, expressly or impliedly, any third party to operate your RCPL (by power of attorney or otherwise) save with our prior written consent and unless we receive your written instructions in accordance with our prescribed procedure for the establishment of such third party authorization.

## **10. Release of information**

10.1 To the extent not prohibited by Law or Regulation, you authorize the transfer and disclosure of any information relating to you, your RCPL and/or any of your account(s) with us to and between Citibank, N.A.'s branches, subsidiaries, representative offices, affiliates and agents and third parties selected by any of them, wherever situated, for confidential use (including for use in connection with the provision of any products or services to you and for data processing, statistical and risk analysis purposes, global cash services and dealings in securities on the Singapore Exchange Securities Trading Limited and any other relevant authorities and agencies pertaining thereto). Any of Citibank, N.A.'s branches, subsidiaries, representative offices, affiliates, agents or third parties selected by any of them, shall be entitled to transfer and disclose any information as may be required by Law or Regulation, court, regulator or legal process.

10.2 Without prejudice to the generality of the foregoing, where we are a member of, or subscriber for the information sharing services of, any credit bureau recognized by the Monetary Authority of Singapore under or pursuant to the Banking Act, Chapter 19, Singapore you expressly authorize us:

- (a) to transfer and disclose to any such credit bureau; and
- (b) any such bureau to transfer and disclose to any fellow member or subscriber of such bureau

any information relating to you and/or your RCPL and/or any of your account(s) with us (and for such purposes) as may be permitted under or pursuant to the Banking Act, Chapter 19, Singapore.

10.3 For the purpose of complying with Law or Regulation, you waive any bank secrecy, privacy or data protection rights related to your RCPL and any of your accounts with us.

10.4 You agree that your signing of the Application Form shall constitute your written permission for any such disclosure for the purposes of Section 47 and the Third Schedule of the Banking Act, Chapter 19, Singapore or for any other disclosure imposed by Law or Regulation.

10.5 You agree to the terms of, and that we may collect, use and disclose personal data in the manner and for the purposes as described in the Privacy Circular, which is deemed to be incorporated by reference into this clause 10.5.

10.6 For the purpose of complying with Law or Regulations, you agree to waive any bank secrecy, privacy or data protection rights related to you and/or your RCPL and/or any of your account(s) with us.

10.7 You hereby consent, in connection with any, or any proposed, novation, assignment, transfer or sale of any of our rights and/or obligations with respect to or in connection with your RCPL and/or any of your account(s) with us and/or this RCPL Agreement to any novatee, assignee, transferee, purchaser or any other

person participating or otherwise involved in such, or such proposed transaction, to the disclosure, to any such person, by us, of any and all information relating to you, your RCPL and/or any of your account(s) with us, this RCPL Agreement and any security, guarantee and assurance provided to secure your obligations thereunder and any other information whatsoever which may be required in relation thereto.

## **11. Exemption of Liability**

- 11.1 Notwithstanding any other terms and conditions of this RCPL Agreement, we shall not be liable to you for any loss, damage, cost and expense of any nature which in any way may be suffered or incurred by you or by any other person in respect of or in connection with this RCPL Agreement, the RCPL and/or on account of any delay in the release of the RCPL or any part thereof.
- 11.2 We shall not be liable if we are unable to perform our obligations under this RCPL Agreement due, directly or indirectly, to the failure of any machine or communication system, any industrial dispute, war, Act of God or anything outside our control or the control of our servants and agents except in the case of our fraud, gross negligence or wilful default.
- 11.3 You agree that we shall have the reasonable discretion to use such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in this RCPL Agreement, and we shall not be liable to you for any act, omission, neglect or wilful default on the part of such agents, contractors and correspondents.

## **12. Appropriation of payment/Right of set-off**

- 12.1 We shall be entitled at our reasonable discretion to apply and appropriate all payments received by us in such manner or order of priority as we may deem fit, notwithstanding any specific appropriation of such sums by you or any person making such payment. Without prejudice to the generality of the foregoing, we may apply payments received by us in the following order of priority:-
- (a) all unpaid interests and fees pursuant to any Citibank instalment loan programs;
  - (b) all unpaid principal pursuant to any Citibank instalment loan programs;
  - (c) all other unpaid interests, fees and charges;
  - (d) all unpaid principal pursuant to any Citibank balance transfer programs (the "Unpaid Balance Transfer Balance"), all unpaid transactions effected by you by way of drawing CRC cheques, or by using the CRC Card, Citibank ATM/Debit Card, via GIRO or all unpaid transactions effected from your CRC account (each an "Unpaid Balance" and collectively, "Unpaid Balances").
- 12.2 In respect of the Unpaid Balances referred to in sub-clause 12.1(d):
- (a) the Unpaid Balances with the highest applicable interest rate will be repaid in priority to the other Unpaid Balances; and
  - (b) where the interest rate applicable to any Unpaid Balance Transfer Balances is the same, payments received by us will reduce the balances transferred under the latest balance transfer program (after it has been reflected in your statement of account) first, notwithstanding that you may have Unpaid Balance Transfer Balances from earlier balance transfer programs.
- 12.3 We may also at any time and from time to time, combine or consolidate any one or more accounts which you may have with us and set-off or apply any monies standing to the credit of such account(s) towards the discharge of the CRC outstanding balance or vice versa. Where such combination, consolidation and/or set-off requires the conversion of one currency into another, we shall be entitled to effect such conversion at such time and rate of exchange determined by us and all exchange risks and/or reasonably incurred losses, communication and other bank charges which may thereby be incurred shall be borne by you.

## **13. Indemnity**

You will compensate us and hold us harmless against any reasonably incurred losses, damage, liability, cost and expense which we may incur or suffer (including legal costs) as a result of or in connection with the RCPL and/or this RCPL Agreement, the actual or attempted enforcement or protection of any of our rights and remedies against you, any change in any law, regulation or official

directive which has an effect on the RCPL and/or this RCPL Agreement.

#### **14. Appointment of Authorised Person(s)/Customer Instructions**

- 14.1 For the purposes of making enquiries in relation to your RCPL, you may appoint one or more Authorised Person(s) from time to time by giving us no less than 7 days' prior written notice. Such appointment shall be valid until we are notified otherwise in writing.
- 14.2 We are entitled to accept and execute instructions in respect of any transaction concerning your RCPL given by you either in person or by telephone (which need not have any call-back procedure), cable or telex or facsimile transmission or by electronic mail, the Internet or ATM (or by any other telecommunications or electronic mode of communication whatsoever) and:
- (a) we may rely on such instructions given by you or any person purporting to be you provided such instructions were given in accordance with the prescribed verification procedures prevailing at the time;
  - (b) we may require that instructions be confirmed in such manner as we may specify from time to time and we may in our reasonable discretion and without notice refuse to act on any such instructions until we receive such confirmation satisfactory to us;
  - (c) we may elect not to act upon all or any part of your instructions where it results in the credit limit of your RCPL or the credit limit of any other facilities made available to you, including any additional credit granted pursuant to Clause 2.4, being exceeded, but if we do so we may elect which of such orders to execute in whole or in part;
  - (d) we shall be entitled to disclose in our reasonable discretion any and all information in connection with your RCPL if such information is sought by your Authorized Person(s);
  - (e) in the case of instructions and/or enquiries (as the case may be) via the telephone we shall be entitled to ask questions about you and about the particulars of your RCPL to verify your identity or that of your Authorized Person(s);
  - (f) you consent to us making records of all telephone conversations you and/or your Authorized Person(s)' may have with us as evidence of instructions, enquiries and/or other verbal communications (as the case may be) from you or your Authorized Person(s); and
  - (g) we may refuse to act on any instructions given by you if such instructions are inconsistent with any applicable law, rule or other regulatory requirement.
- 14.3 If there is any ambiguity, inconsistency or conflict in the instructions we receive from you, we may choose not to act upon them unless and until the ambiguity or conflict has been resolved to our satisfaction.
- 14.4 We shall not be required to effect your instructions except during banking hours on Business Days. In order to comply with your instructions we may, without giving you prior notice, use the services of a correspondent bank.
- 14.5 We are authorized to treat as valid and binding on you and to act on any instructions (whether oral or written or otherwise) purportedly given by you, without being obliged to enquire as to the identity or authority of the person(s) giving or purporting to give such instructions or the authenticity thereof, and regardless of the circumstances prevailing at the time of such instructions or the nature of the transaction and notwithstanding any error, misunderstanding, or lack of clarity in the terms of such instructions, including but not limited to, instructions given or purported to be given by you to us pursuant to:
- (a) the use of the TBS;
  - (b) the use of any facsimile banking service; and
  - (c) the use of CitiDirect Internet Banking Service.

#### **15. Assignment and Novation**

You hereby irrevocably agree to any novation of this RCPL Agreement and any other agreement, document, assurance and guarantee in connection therewith or with your RCPL and/or any of your account(s) with us and/or any facilities and services available thereunder or securing your obligations thereunder, and irrevocably agree that we are entitled to and may assign or transfer reasonably to a transferee all or some of our rights, title, interests, benefits, obligations and liabilities under this RCPL Agreement and/or under any instrument(s) and/

or any other agreement, document, assurance and/or guarantee in connection therewith and/or with your RCPL and/or any of your account(s) with us and/or any facilities and services available thereunder and/or securing your obligations thereunder. You further irrevocably and unconditionally agree that any such novation, assignment or transfer may be effected by our delivering to you a notice to that effect whereupon:

- (a) our assigned or transferred rights, title, interests and benefits thereunder shall be transferred to and assumed by the transferee;
- (b) we shall thereafter be fully discharged and released from our assigned or transferred obligations and liabilities thereunder;
- (c) we shall retain all rights, title, interests, benefits, obligations and liabilities not so assigned or transferred;
- (d) the transferee shall thereafter be bound by identical rights, title, interests, benefits, obligations and liabilities thereunder which we have assigned or transferred; and
- (e) any acknowledgement (including but not limited to risk disclosure statements and acknowledgements), information (including but not limited to information provided in respect of risk profiling), instruction, order, direction, mandate or authority given by you to us in relation to your RCPL and/or any of your account(s) with us, any facilities and services available thereunder, this RCPL Agreement or securing your obligations thereunder may be relied and acted upon by the assignee or transferee as if given by you to the assignee or transferee and shall, unless and until revoked or cancelled, apply and have effect in relation thereto. You also hereby irrevocably and unconditionally undertake to execute and sign any document (if any) which may be required to give effect to the foregoing.

#### **16. Change of address and notices**

- 16.1 We may send all RCPL communication to any address on our records as we may in our reasonable discretion select, by leaving it at, or by sending it by ordinary post to, your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) or by facsimile transmission to your facsimile number as may be provided to us or to our solicitors, at your own risk and they shall be deemed to have been received by you. Notwithstanding the above, we may also contact you via telephone, electronic mail, SMS provided by telecommunications providers, or such other means, to provide you with account related information (including informing you about your account payment status). You shall inform us upon receipt of communication that is garbled, incomplete or inaccurate or which is not intended for you and you agree to delete all such information from your equipment immediately.
- 16.2 All communication is deemed to have been received by you on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered); or on the time of transmission if sent by facsimile transmission, electronic mail and/or SMS.
- 16.3 You must notify us promptly in writing any change or proposed change in the particulars which you have given to us (including but not limited to your name, identification numbers, mailing, home, electronic mail or office address, your home, office, facsimile or telephone number, mobile phone number and your employment).
- 16.4 Save as provided elsewhere in this Agreement, all RCPL communication from you must be personally delivered to us in writing or sent by post, electronic mail or SMS to us, and shall take effect only one Business Day after actual receipt by our relevant officer-in-charge of the subject matter. We shall charge a handling fee, such fee to be determined by us in our absolute discretion, for each such RCPL communication.
- 16.5 Notwithstanding any other provisions of this Agreement, we may, but shall not be obliged to, rely and act on any RCPL communication given or made orally (whether in person or over the telephone and whether or not via the TBS) or by facsimile transmission or telex or cable or electronic mail or SMS or any other means of communication, which we in our reasonable discretion believe to have been given, made or authorized by you and any act on our part pursuant to such RCPL communication shall be binding on you notwithstanding that such RCPL communication, requests or instructions may not have been given by you or

with your consent or authority.

- 16.6 We may serve any writ of summons, statement of claim or other legal process or any other document requiring personal service in respect of any action or proceedings under this Agreement on you leaving it at, or sending it by pre-paid airmail, local ordinary post or local registered post to, your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business), or by telex, facsimile or electronic mail to your telex, facsimile or electronic mail address as may be provided to us or to our solicitors. Nothing in this clause shall affect our right to serve legal process in any other manner permitted by law.
- 16.7 Such legal process or document shall be deemed to have been duly served on you on the day it was personally delivered or transmitted by telex, facsimile or electronic mail or if sent by post, on the day immediately after the posting, notwithstanding that it may be returned to us undelivered.
- 16.8 Notwithstanding anything in this Agreement, all RCPL communication from us may be sent to your electronic mail address or mobile phone number as provided by you to us. You represent that you are the registered owner on record of the electronic mail address or mobile phone number that you have provided to us.

## **17. Miscellaneous**

- 17.1 We may at any time change any part or all of this RCPL Agreement and the Privacy Circular and we shall notify you of any changes (in any manner which we deem fit). If you do not accept such changes, you may, within 10 days after we have given such notice of change, pay the total amount outstanding, accrued interest and all other fees, charges and monies payable in relation to each of your RCPL and thereafter, this RCPL Agreement will be terminated. If you do not terminate this RCPL Agreement after we have given such notice of change, you shall be deemed to have accepted such changes without reservation regardless of whether or not you continue to apply for a RCPL after such notice.
- 17.2 You authorize us to contact you (using the details you provided in the Application Form) at any time via the telephone, electronic mail or by short message service provided by telecommunications providers, or such other means, to inform you of any matter relating to your RCPL including informing you that the payment for your RCPL due is past the relevant payment date.
- 17.3 No failure or delay to exercise or enforce our rights, remedies and powers shall operate as a waiver thereof and no waiver by us of any breach of this RCPL Agreement on your part shall be a waiver of any subsequent breach of the same or any other provision of this RCPL Agreement.
- 17.4 A certificate signed by any of our officers as to any sum due from you to us shall be final and conclusive and be binding on you in respect of such sum so due, save for manifest or clerical error, but nothing in this clause shall prevent us from correcting at any time any error or omission in respect of such certificate.
- 17.5 If any one or more of the provisions of this RCPL Agreement shall be declared to be illegal, invalid or unenforceable in any jurisdiction, it shall not affect the legality, validity or enforceability of the remainder of this RCPL Agreement in such jurisdiction nor the legality, validity or enforceability of this RCPL Agreement in any other jurisdiction.
- 17.6 This RCPL Agreement sets out our entire agreement with you in relation to the RCPL and you acknowledge that you have not relied on any representation, warranty, term, condition or matter whatsoever not expressly contained in this RCPL Agreement (whether the same is contained in any of our application forms, promotional literature, publicity material or otherwise) in entering into this RCPL Agreement.
- 17.7 You consent to our recording of your telephone calls with us (whether made via the TBS or otherwise) and for such recordings to be used for any purpose as we deem fit including to provide evidence of instructions and other verbal communications, for quality and training purposes and as evidence in any proceedings against you or any other person.
- 17.8 You agree to be bound by all terms and conditions ("Other Terms and Conditions") governing the use of such facilities, benefits or services which may from time to time be made available to you by us in connection with the RCPL. If there is any conflict between the provisions contained in this RCPL Agreement and the provisions of

the CRC Agreement, the Citibank ATM/Debit Card terms and conditions, the TBS Agreement, the Internet Banking terms and conditions and/or Other Terms and Conditions the former shall prevail and apply and the latter shall be deemed to be modified so far only as it is necessary to give effect to the provisions of this RCPL Agreement. Unless otherwise provided by this RCPL Agreement, nothing in this RCPL Agreement shall affect the validity and enforceability of our rights or remedies under any such Other Terms and Conditions which shall continue to apply thereto. You acknowledge that your Citibank ATM/Debit Card and your TBS Access Code may operate any other account(s) you may have with us other than your RCPL.

- 17.9 Nothing in the terms and conditions of this RCPL Agreement 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, Singapore 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 this RCPL Agreement.
- 17.10 This RCPL Agreement is governed by Singapore law and you hereby submit irrevocably to the non-exclusive jurisdiction of the Singapore courts.

# Telephone Banking Service

## Terms And Conditions

Before using any Telephone Banking Service, please read the terms and conditions set out below, which govern your use of such service. By using your TBS Access Code (as defined below) to operate the Telephone Banking Service, you are accepting the terms and conditions set out below and will be bound by them.

### 1. Definitions

- (a) In these terms and conditions, “we”, “our” and “us” means Citibank Singapore Limited and its successors and any novatee, assignee, transferee or purchaser of Citibank Singapore Limited’s rights and/or obligations hereunder and “you”, “your”, “yours”, “Account Holder” and “customer” means the person in whose name an Account is maintained and includes, where the context requires, a Joint Account Holder and any person authorized to use and/or make enquiries on an Account; and unless the context otherwise requires, the following words when used have the following meanings respectively set out below:

“Account” means an account maintained by an Account Holder with the Bank, and includes a Citibank Ready Credit account;

“Joint Account” means an Account jointly maintained in 2 names and a “Joint Account Holder” means a person in whose name a Joint Account is maintained;

“Service Instructions” means such instructions given to us via any Telephone Banking Service;

“Telephone Banking Service” or “TBS” means any banking service operated over the telephone (by whatever name it may be known as) offered by us, in connection with the Service Instructions and includes but is not limited to such services respectively known as Self-Service Phone Banking and CitiPhone Banking; and

“TBS Access Code” means any code or number as may be prescribed by us to you to enable you to operate any Telephone Banking Service and includes but is not limited to such access codes known as the Customer Identification Number (“CIN”) and/or the Telephone Personal Identification Number (“T-PIN”) (as the case may be).

- (b) Words importing the singular include the plural and vice versa words importing the masculine gender include the feminine and neuter gender and references to a person includes a sole proprietor, partnership or company. Headings to the clauses herein are for easy reference only and shall not be taken into account in the interpretation of these terms and conditions.

### 2. Use of TBS access code

- (a) You may operate the TBS in relation to your Account by using your TBS Access Code.
- (b) Any Service Instructions identified by your TBS Access Code shall be deemed to be given by you and shall be conclusive and binding on you and you hereby authorize us to act on any such Service Instructions identified by your TBS Access Code.
- (c) All acts on our part pursuant to such Service Instructions identified by your TBS Access Code shall be conclusive and binding on you (notwithstanding that such Service Instructions may not have been given by you or with your consent or authority).
- (d) Notwithstanding and without prejudice to the other terms and conditions herein, we shall be entitled (but not obliged), in our reasonable discretion, to permit you to operate the TBS without the use of your T-PIN upon verifying your identity in accordance with our prescribed procedure then prevailing.

- (e) Notwithstanding and without prejudice to the other terms and conditions herein, we shall be entitled, in our reasonable discretion and without notice to refuse to act on all or any Service Instructions; and we shall be entitled in our reasonable discretion to require written confirmation of your Service Instructions (even where identified by your TBS Access Code), and to refuse to act on any such Service Instructions unless and until such written confirmation is received by us.
- (f) The use of any TBS and the TBS Access Code is also subject to our terms and conditions governing the type of Account or facility of which the TBS may be operated in connection therewith and nothing in these terms and conditions shall be construed as amending or varying those terms and conditions.
- (g) We shall at our reasonable discretion, be entitled to change, de-activate or revoke the use of the TBS Access Code at any time without giving any reason whatsoever and without prior notice to the Account Holder.

### **3. Disclosure of TBS access code to third party**

- (a) You must exercise all care to ensure that the TBS Access Code is not disclosed to any person and shall take all steps to prevent forgery or fraud in connection with the use of your TBS Access Code and/or the operation of the TBS. If the TBS Access Code is disclosed to any person, you must forthwith give us written notice thereof, thereupon you shall immediately cease to use the TBS Access Code.
- (b) Unless and until we receive such written notice of disclosure, you shall be fully liable and be bound by all transactions effected by the use of such TBS, with or without your consent or knowledge.

### **4. Recording of service instructions**

We may (but shall not be obliged to) at our reasonable discretion tape or otherwise record all Service Instructions, and you agree to the use of such tapes or recordings and any transcripts thereof which we may make for any purpose that we deem desirable, including our use as evidence in any proceedings against you or any other person.

### **5. Bank's record of transactions**

Our record of transactions in respect of and in connection with the use and operation of TBS is conclusive and binding on you for all purposes whatsoever save for manifest error but nothing herein shall preclude us from rectifying at any time any error, irregularity or omission therein.

### **6. Change of T-PIN**

You may change your T-PIN from time to time in accordance with our prescribed procedure then prevailing. We shall be entitled, in our reasonable discretion and without liability and without giving any reason, to reject any selection made by you as your substituted T-PIN; if we approve, such substituted T-PIN, shall take

effect from the time of receipt by us of such instructions from you. You shall take all steps not to select such numbers as a substitute T-PIN which may easily be ascertained or otherwise facilitate fraud or forgery.

### **7. Cancellation of TBS access code**

You may cancel your TBS Access Code by giving notice to us in writing or in any other manner as we so determined, and such notice shall only be effective upon actual receipt thereof by our officer-in-charge.

### **8. Fund transfer facilities via TBS**

You may apply, in accordance with our prescribed procedure then prevailing and we may, in our reasonable discretion, permit you to operate such fund transfer facilities via the TBS, including without limitation, GIRO or direct debit banking system as may be made available by us from time to time. You acknowledge that the operation of such fund transfer facilities shall be subject to the relevant terms and conditions governing such facilities and you are deemed to have agreed and accepted such terms and conditions by your use of the facilities.



## **9. Bank's discretion**

Notwithstanding and without prejudice to any other terms and conditions herein, we shall be entitled at any time, in our reasonable discretion and without notice and without giving any reason, to amend, vary, withdraw, restrict, suspend or terminate all or any of the facilities and services in respect of or in relation to the TBS Access Code and/or the TBS. We may, from time to time, in our reasonable discretion and without notice, make available through the operation of TBS, such other services and/or facilities as we may deem fit.

## **10. Limitation of liability**

- (a) We shall not be liable for any loss, damage, cost or expense which you may suffer or incur in connection with or as a result of our acting or not acting on any Service Instructions identified by your TBS Access Code (notwithstanding that such Service Instructions may not have been given by you or with your consent or authority) and you agree to indemnify us against any loss, damage, cost, expense and fees (including legal fees on a full indemnity basis) which we may thereby suffer or incur.
- (b) We shall not be liable if we are unable to perform our obligations under these terms and conditions due, directly or indirectly, to the failure of any machine or communication system, any industrial dispute, war, Act of God or anything outside our control of our servants and/or agents.
- (c) We reserve the right to act through such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in these terms and conditions; you agree that such agents, contractors and correspondents are employed at your sole risk and expense and we shall not be liable to you for any act, omission, neglect or wilful default on the part of such agents, contractors and correspondents.

## **11. Variation of terms and conditions**

We may at any time amend or vary any of these terms and conditions governing the operation or use of the TBS. We shall notify you of any changes (in any manner we deem fit). If you do not terminate your Account after we have given such notice of change, you shall be deemed to have accepted and agreed to such changes without reservation regardless of whether or not you continue to use or operate the TBS after such notice.

## **12. Terms and conditions to prevail**

These terms and conditions herein shall prevail over all other existing terms and conditions relating to TBS and the TBS Access Code, in so far as and only to the extent that such existing terms and conditions are inconsistent with these terms and conditions herein.

## **13. General**

- (a) If any one or more of these terms and conditions or any part thereof shall be declared to be illegal, invalid or unenforceable under any applicable law, it shall not affect the legality, validity or enforceability of any other part thereof or any other terms and conditions herein.
- (b) The remedies under these terms and conditions are cumulative and are not exclusive of the remedies provided by law.
- (c) No failure or delay to exercise or enforce our rights, remedies and powers shall operate as a waiver thereof and no waiver by us of a breach of any of these terms and conditions on your part shall be considered as a waiver of any subsequent breach of the same or any other terms and conditions herein.
- (d) These terms and conditions are governed by Singapore law and you hereby submit irrevocably to the non-exclusive jurisdiction of the Singapore courts.
- (e) We shall not be liable for unavailability of the funds credited to your Account(s) due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife, or other similar causes beyond its control, in which circumstances no other branch, subsidiary, or affiliate of ours shall be responsible therefore.
- (f) 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 (Cap. 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.

- (g) Without prejudice to the generality of the foregoing, where we are a member of, or subscriber for the information sharing services of, any credit bureau recognized by the Monetary Authority of Singapore under or pursuant to the Banking Act (Chapter 19), you expressly authorize:
  - (i) us to transfer and disclose to any such credit bureau; and
  - (ii) any such bureau to transfer and disclose to any fellow member or subscriber of such bureau, any information relating to you and/or your Account(s) (and for such purposes) as may be permitted under or pursuant to the Banking Act (Chapter 19).
- (h) For the purpose of complying with Law or Regulation, you waive any bank secrecy, privacy or data protection rights related to your Account(s).

# Citibank Online Internet Banking

## Terms And Conditions

You may carry out certain transactions at our website ([www.citibank.com.sg](http://www.citibank.com.sg)) in relation to account(s) with Citibank Singapore Limited. Before using or conducting any transaction on our website, please read the relevant terms and conditions, which can be accessed at our website.

By transacting on our website, you are accepting all relevant terms and conditions governing the use of our website, and the features and services therein, and will be bound by them.