

CITI CLEAR VISA CARDMEMBER'S AGREEMENT

Before you use the Citi Clear Visa Card, please read this agreement thoroughly. By signing on or using the card, you are accepting the terms and conditions of this agreement and will be bound by them. Your use of the card is governed by this agreement.

1. DEFINITIONS

1.1 When we use the following words in this agreement, they have the meanings as respectively set out below:-

ATM

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 or their affiliated networks, which accepts the card

Authority

any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign

Business day

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

Card

the Citi Clear Visa Card issued by us and a renewal or replacement

Card account

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

Card transaction

a transaction carried out whether by using the card, the card account number and/or the PIN or via TBS or otherwise, whether with or without your knowledge or authority (including a payment for any goods, services and/or benefits and a payment for any charitable purpose and any cash advance)

Cash advance

a disbursement of funds in any currency

Citigroup, Inc.

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

Citigroup Organisation

any affiliate or subsidiary of Citigroup, Inc.

Citi Rebate means the cash rebate(s) that the cardmember is entitled to receive at the participating Citi Rebate merchants and may extend to any card transaction as determined by the bank;

Collected Amount

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.

Combined credit limit

the maximum limit permitted by us, and communicated to you by us from time to time, in respect of which the total outstanding balance must not exceed at any time

Communication

includes all notices, demands, requests, instructions, including without limitation, stop payment instructions (or cancellation thereof) in respect of any advice, statement of account, card, PIN and all other communication

Current balance

your total liabilities outstanding and owing to us at any given time in connection with your card account(s) and/or this agreement, including but not limited to all card transactions, interest, charges, fees, costs, billed instalments and expenses (including legal costs), whether actual or contingent and whether incurred now or in the future

Equipment

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

Instalment plans

a payment plan under which the billing for goods and services and/or a loan is made by way of equal instalments over the applicable tenure, including any associated interest

Law or Regulation

the law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities

Outstanding unbilled instalment amount

the sum of any unbilled instalment principal amount under an instalment plan and any associated interest or fees

Parent

a parent or guardian (as the case may be) of a cardmember who is below 21 years old

Payment due date

the date specified in the statement of account or where we are unable to send you a statement of account, such date that we may select by which payment of the current balance is to be received by us, and for the purpose of calculating interest

Payment Infrastructure Provider

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

PIN

Personal Identification Number issued by us to allow you to use the card at an ATM to obtain cash advances

Points refers to Citi ThankYou Points or ThankYou Points earned on your Citi Clear Visa;

Points Validity Period means a period of 12 months, by reference to which Points are calculated, but so that the first Points Validity Period shall commence on the date when the cardmember is entitled to participate in the Program and expire at the end of 12 months thereafter and each subsequent Points Validity Period will commence on the expiry of the previous one;

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

Program means the Citi ThankYou Rewards and Citi Rebate Program

Quasi-cash transactions

are transactions representing a purchase of foreign currency or items (including but not limited to, gaming chips, money orders, lottery tickets, traveler's cheques and precious metals) which may be convertible to cash, and may also include transactions such as the transfer of funds under a wire transfer money order, the funding of accounts and such other transactions as determined by the relevant card association from time to time

Representatives

our officers, directors, employees, agents, representatives, professional advisers and Third Party Service Providers

Retail purchase means a purchase of any goods or services by the use of the card and may, at our reasonable discretion and with reasonable notice, include or exclude any card transaction as may be determined by us;

Reward means any goods, services, benefits, arrangements or other privileges (including, without limitation, a waiver of annual cardmembership fees or a cash rebate), as may be determined by us in our reasonable discretion, which may be redeemed or obtained by the use of Points under Program.

SMS

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

Statement of account

a statement of account issued by us in respect of your card account specifying the current balance and the minimum payment due for the specified period

Third Party Service Provider

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.

Total outstanding balance

sum of your current balance and any unbilled instalment principal amount

Unbilled instalment principal amount

Principal amount under an instalment plan less any billed instalment principal amount

Valid signature

your signature which is identical to the specimen signature on your application for the card furnished to us

We, our, us

Citibank Singapore Ltd and its successors and any novatee, assignee, transferee or purchaser of Citibank Singapore Ltd's rights and/or obligations hereunder

You, your, cardmember

the person to whom the card is issued

- 1.2 (a) "TBS" and "TBS Access Code" have the same meanings as set out in the terms and conditions relating to Telephone Banking Service.
- (b) Unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa; and reference to a person includes reference to a sole proprietor, partnership firm and company.
- (c) We use headings in this agreement for ease of reference but this agreement is not to be interpreted by reference to the headings.

2. THE CARD

2.1 Collection of card

When your application is approved by us, we may send you the card, and a renewal or replacement thereof, 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 card account, you will not be liable for the balances arising there from provided you have not acted fraudulently or negligently. We are not liable to you for any loss or damage which you may suffer if you fail to receive the card.

2.2 After receipt of card

When you receive the card, you must immediately sign on the card. You are deemed to have accepted and agreed to this agreement when you retain or use the card.

2.3 Return of card

The card remains our property at all times. You must immediately return the card to us upon our request which we may make at any time in our reasonable discretion.

3. CREDIT LIMIT

3.1 Must not exceed credit limit

Subject to clause 12.2, you must not use the card such that the total outstanding balance exceeds your credit limit.

3.2 Calculating if credit limit exceeded

In calculating whether the credit limit has been exceeded, we may take into account the amount of any card transaction which you have carried out but which has not been debited to your card account and any proposed card transaction for which we have given authorization to a third party.

3.3 To pay excess if credit limit exceeded

If you carry out any card transaction which results in the credit limit being exceeded, whether with or without our prior consent, you must immediately pay us the amount in excess of the credit limit in such manner and to such account as we may in our reasonable discretion direct and we may communicate this direction to you by any means we deem fit. We reserve the right, without prejudice to any of our rights or remedies, to terminate your card account with reasonable notice to you.

4. FACILITIES AVAILABLE WITH THE CARD

4.1 Use during validity period

You may use the card to carry out card transactions during the validity period specified on the card.

4.2 Operating card account via TBS

We may, in our absolute discretion, issue without your request a TBS Access Code to allow you to operate your card account via TBS. Your use or operation of the TBS is subject to the terms and conditions relating to TBS then prevailing.

4.3 Card transaction by mail / telephone / facsimile / electronic mail/ internet

A request via mail, telephone, facsimile, electronic mail, internet or other means of communication to a merchant for the supply of goods and/or services to be charged to the card account, whether made or authorized by you and whether a sales draft, voucher or document is signed by you, is a valid card transaction and we will debit your card account with such card transaction.

4.4 Cash advance within given limit

You may obtain cash advances up to such limit as we may determine.

4.5 Cash advance subject to fees and charges

Each cash advance obtained is subject to the fees and charges calculated according to clause 10.

4.6 Prohibited use of card

- (a) You must not use the card, and/or otherwise operate the card account to pay the current balance.
- (b) 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.

5. ISSUANCE OF POINTS

5.1 Under the Program, cardmembers will receive, on a monthly basis, Points which will be credited to his card account at the rate of 1 Point for every S\$1 charged to his card account for retail purchases:

5.2 Points shall be calculated on the amount of each retail purchase transaction and rounded to the nearest Point. Any refunded retail charges from the pre-termination of any easy/ extended payment plans (EPP) will not be accredited Points. The bank will be entitled to claw back from the card account of a cardmember any Points already credited to such card account in respect of refunded retail purchases and refunded tax on retail purchases.

5.3 In determining the amount of retail purchases for purposes of calculation of Points, the following transactions/charges shall not be taken into account and will not earn any Points:

- (i) annual fees, interest charges, late payment charges, GST, cash advances, instalment/easy/extended/equal payment plans, preferred payment plans, balance transfers, cash advances, quasi-cash transactions, all fees charged by Citibank or third party, miscellaneous charges imposed by Citibank (unless otherwise stated in writing by Citibank);
- (ii) funds transfers using the card as source of funds;
- (iii) bill payments (including via Citibank Online or via any other channel or agent);
- (iv) payments to educational institutions;
- (v) payments to government institutions and services (including but not limited to court cases, fines, bail and bonds, tax payment, postal services, parking lots and garages, intra-government purchases);
- (vi) payments to insurance companies (sales, underwriting, and premiums);
- (vii) payments to financial institutions (including banks and brokerages);
- (viii) payments to non-profit organizations;
- (ix) betting or gambling (including lottery tickets, casino gaming chips, off-track betting, and wagers at race tracks) through any channel;
- (x) any top-ups or payment of funds to payment service providers, prepaid cards and any prepaid accounts;
- (xi) transit-related transactions; and
- (xii) transactions performed at establishments/businesses/merchants that fall within an excluded Merchant Category or a merchant that has been excluded by the bank, as set out in www.citibank.com.sg/rwdexcl (you acknowledge that this list of excluded Merchant Categories or merchants may be updated from time to time at our discretion and you agree to refer to this list for any updates);

provided always that the bank is entitled, in its reasonable discretion, to take into account or disregard any card transaction or charges or retail purchase in the calculation of Points or to otherwise vary the basis of calculation of Points. Any Points earned from any of the above transactions will be debited.

5.4 During each Points Validity Period, the cardmember will receive Points based on the amount of retail purchases made during that Points Validity Period and the cardmember may use the Points in their account to redeem any Rewards at any time during that Points Validity Period. Points accumulated in any 1 Points Validity Period shall not be carried forward to subsequent Points Validity Period. Any Points which are not used as at the last day of a Points Validity Period shall be available for use for a further 1 month; thereupon such unused Points shall be automatically cancelled

and shall not thereafter be available for use by the cardmember nor be reinstated.

- 5.5 The accumulation and usage of Points shall be specified in the monthly statement of account. Points are not transferable and not exchangeable for cash or credit.
- 5.6 Points earned by a supplementary cardmember will be credited to the card account of the basic cardmember
- 5.7 Cardmembers who wish to redeem their Points for cash rebates can only do so via channels approved by the bank. The rebate will be reflected as a credit in the statement of account and is not to be taken as a payment in reduction of the minimum payment due.
- 5.8 If a cardmember terminates his card account, any accumulated Points shall be automatically forfeited; such Points shall not be transferable to any other card account.
- 5.9 If the principal cardmember's card account is terminated for any reason, whether by the principal cardmember or by Citibank, the principal cardmember and supplementary cardmember will forthwith be disqualified from participating in the Program and all Points then accumulated shall automatically be forfeited.
- 5.10 If a supplementary card is terminated at any time for any reason, the principal cardmember will not be disqualified from participating in the Program.
- 5.11 For the avoidance of doubt, in this clause, the terms "card" or "cards" refer to the card(s) which earns Points and the terms "cardmember" or "cardmembers" refer to the cardmember(s) of such card(s).

6. ISSUANCE AND REDEMPTION OF CITI REBATE

- 6.1 When a cardmember charges their retail purchases (excluding e-commerce retail purchases/transactions) to his/her card account at a participating merchant, such cardmember will be entitled to receive Citi Rebate equivalent to a percentage of their retail purchase (such percentage to be determined by the participating Citi Rebate merchant and/or the bank), subject to any minimum spend requirement or such other requirements imposed by the participating merchant. Citi Rebate may be earned on all Citibank credit cards issued in Singapore only, except Citibank staff Business Gold Cards and Corporate Cards. The list of Citi Rebate participating merchants is set out on www.citibank.com.sg/citirebate.
- 6.2 Citi Rebate shall be calculated on the amount of each retail purchase transaction (not taking into account the amount of retail purchase transaction which was off-set by any redeemed Citi Rebate), rounded to the nearest 2nd decimal place. Any refunded retail purchases will not be accredited Citi Rebate. Accordingly, any Citi Rebate which has been credited to the cardmember in respect of a retail purchase which is subsequently refunded may be debited by the bank accordingly, whether or not such debiting may result in a negative Citi Rebate balance in the cardmember's card account.
- 6.3 In determining the amount of retail purchases for purposes of calculation of Citi Rebate, e-commerce retail purchases/transactions, annual cardmembership fees, interest, late payment charges, GST, cash advances, extended payment plan, income tax payments and other fees and charges shall not be taken into account provided always that the bank is entitled, in its reasonable discretion, at any time and from time to time and with reasonable notice, to determine whether to take into account any card transaction or charges or retail purchase in the calculation of Citi Rebate or to otherwise vary the basis of calculation of Citi Rebate.
- 6.4 Cardmembers may choose to accumulate the Citi Rebate over several retail purchase transactions or may redeem the Citi Rebate at the any participating Citi Rebate merchant in their subsequent retail purchase for up to the full price of the retail purchase, subject to the Citi Rebate available in the cardmember's card account.
- 6.5 For the purposes of redemption of Citi Rebate, 1 Citi Rebate is equivalent to S\$1.
- 6.6 A cardmember can check his/her Citi Rebate earned by going to any participating merchant with his/her card or calling the Citiphone hotline to enquire how much Citi Rebate he/she has available in his/her card at any one time.
- 6.7 If a cardmember has more than 1 card, the Citi Rebate earned on all card accounts cannot be aggregated.
- 6.8 Citi Rebate earned by a basic cardmember will be credited to the basic cardmember's card account and may only be redeemed by the basic cardmember in his subsequent retail purchase at any participating Citi

Rebate merchant. Citi Rebate earned by a supplementary cardmember will be credited to the supplementary cardmember's card account and may only be redeemed by the supplementary cardmember in his subsequent retail purchase at any participating Citi Rebate merchant.

- 6.9 Citi Rebate is not transferable and not exchangeable for cash or credit.
- 6.10 For the avoidance of doubt, Citi Rebate may only be redeemed at participating Citi Rebate merchants. There are no other channels for redemption of Citi Rebate. However, the bank has the right to introduce more channels for redemption.
- 6.11 Any request for adjustment of Citi Rebate is subject to the bank's approval at its reasonable discretion.
- 6.12 The bank shall not in any way be liable for any goods or services or the quality or performance of such goods or services supplied by any participating Citi Rebate merchant. The cardmember should seek redress and direct any complaints or comments in respect of such goods and services to the respective participating Citi Rebate merchant.

7. OTHER CONDITIONS

- 7.1 The bank is entitled in its reasonable discretion, at any time and from time to time with reasonable notice, to vary the Rewards or substitute any Reward with another of a similar value.
- 7.2 The bank may at any time vary, modify or amend these terms and conditions as it may, in its reasonable discretion, think fit, and the cardmember shall be bound by such variations and amendments.
- 7.3 Any abuse or fraud in respect of the issuance of Points, Citi Rebate or redemption of Rewards (including any Points transfer to designated airlines' programmes) or redemption of Citi Rebate, may result in the cancellation of accrued Points, accrued Citi Rebate and any Rewards Voucher already issued.
- 7.4 You will be entitled to participate in the Program if your card account is in good standing, as determined by us in our sole discretion.
- 7.5 Without prejudice to any of the bank's rights and remedies, the bank is entitled, at any time, in its reasonable discretion and with reasonable notice, to terminate the Program or withdraw, cancel or invalidate any Reward, Citi Rebate and/or Points already issued.
- 7.6 The bank is not liable if it is unable to perform its obligations under these terms and conditions, due directly or indirectly to the failure of any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of the bank or its servants or agents. The bank shall not be responsible for any delay in the transmission to the bank of evidence of retail purchases by the participating merchants or any other third party.
- 7.7 Save in the case of gross negligence or wilful default, the bank shall not be liable for any errors, delays, omissions in the performance of its obligations under these terms and conditions.
- 7.8 The bank's records of all matters relating to the Program are conclusive and binding on the cardmember. The bank is entitled, for any reason and at any time, without liability, to suspend the calculation or accrual of Points or Citi Rebate, to rectify any errors in the calculation, or otherwise adjust such calculation.
- 7.9 The bank's decision on all matters relating to the Program is final and binding on the cardmember.
- 7.10 Any redemption of any Reward shall be governed by the Citi ThankYou Rewards Program Terms and Conditions as amended from time to time.

8. STATEMENT OF ACCOUNT

- 8.1 **Sending periodic statement of account**

We will send you a statement of account on a monthly or other periodic basis as we deem fit but we may not send you a statement of account for any period during which your card account is inactive or has been terminated.
- 8.2 **Statement is conclusive and binding**

You must inspect and examine the statement of account and notify us of any irregularity or error in the statement of account within 10 days from the date of the statement of account, failing which the statement of account is conclusive evidence of your liability in respect of the amounts stated therein save for our manifest or clerical error, provided that we are entitled, at any time and without liability, to rectify any irregularity or error in the statement of account.

9. PAYMENT

9.1 Current balance debited to card account

We will debit the current balance to your card account.

9.2 Liability for current balance

Without prejudice to clause 9.5, you are liable to pay the current balance shown on a statement of account to be outstanding as at the date of that statement of account. You may, however, pay less than the specified current balance but you must pay at least the minimum payment (calculated according to clause 9.3), which we must receive on or before the payment due date.

9.3 Minimum Payment and Overlimit Amount

Minimum Payment Amount

The minimum payment amount is specified in your statement of account and is computed by taking 1% of the current balance plus 1% of any outstanding unbilled instalment amounts plus interest charges (including interest/ service charges for any recurring/instalment payments) plus late payment charge or S\$25 whichever is greater, plus any overdue amounts. If the current balance is less than S\$25, the minimum payment amount shall be equivalent to the current balance.

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 in addition to the minimum payment amount.

9.4 Pay interest and charges if current balance not paid in full

If we do not receive the current balance specified in the statement of account in full on or before the payment due date, you must pay us the fees, interests and charges specified in clause 10.

9.5 Pay total outstanding balance upon our demand

Notwithstanding and without prejudice to any other terms and conditions of this agreement, you must pay within the period notified to you, total outstanding balance upon our demand which we may make at any time.

9.6 Payment to be made in full

You must pay us all sums due under this agreement 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. If a deduction or withholding is required by law, you must immediately pay us an additional amount so that we receive an amount equal to the full amount which we would have received had no such deduction or withholding been made; and you must furnish us an official receipt of the relevant authority involved for all amounts so deducted or withheld.

9.7 To pay GST

Without prejudice to clause 9.6, you must pay, in addition to all other sums payable under this agreement, any goods and services tax ("GST", which expression includes any tax of a similar nature that may be substituted for it or levied in addition to it by whatever name called) which may be imposed by law, in respect of any sums payable to or received or receivable by us or any expenses incurred by us in connection with this agreement (except to the extent prohibited by law); and we will debit the same to your card account.

9.8 Payment in Singapore dollars

You must pay us all sums due under this agreement in Singapore dollars. If we receive a payment 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, and reasonably incurred losses, commission, fees and charges which may thereby arise.

9.9 Transactions in Foreign Currencies and Transactions Processed Outside Singapore

a. Foreign currency transactions

- (i) Card transactions (including online and overseas transactions) effected in US dollars and Australian dollars will be converted into Singapore dollars. Card transactions effected in foreign currencies other than US dollars and Australian dollars will be converted to US dollars before being converted into Singapore dollars. 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 depending on whether the conversion is done by us or VISA.
- (ii) In addition, the card transaction will be subject to the following administrative fees on the converted Singapore dollar amount:

(A) an administrative fee of up to 3.0% if processed by VISA or such other rate(s) as determined by us and notified to you.

b. **Dynamic Currency Conversion**

- (i) If your 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 card 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 card transaction will be subject to an administrative fee of 1% levied by VISA on the converted Singapore dollar amount if it is a VISA card transaction.

c. **Singapore Dollars transactions processed outside Singapore**

If the Singapore Dollars card transaction (including online transactions) is effected:

- (i) with a local merchant whose payments are processed through an overseas intermediary; or
- (ii) with a merchant who is registered as an overseas merchant regardless of its actual location,

such card transaction will be subject to an administrative fee of 1% on the transaction amount if the card transaction is processed by VISA. This charges will be charged on card transactions including but not limited to any VISA retail card transaction presented in foreign currency that you choose to pay in Singapore Dollars at point-of-sale via dynamic currency conversion or any online VISA retail card transaction in Singapore Dollars which was processed outside Singapore. You may have to check with the relevant merchant whether such transaction was processed outside Singapore.

9.10 Refund or credit

We will credit your card account with any refund in respect of a 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 and conversion to Singapore dollars, where necessary, in accordance with clause 9.8. Any such refund, payment or credit credited to your card account shall not be remitted to you unless we otherwise determine but shall be applied towards the full or partial discharge of the current balance.

10. INTEREST AND CHARGES

10.1 If we do not receive your full payment of the current balance specified in the statement of account on or before the payment due date, you must pay daily interest at the rate of S\$3.00 per month or 2.34% per month, whichever is the greater, on:-

- (a) the amount of each unpaid card transaction, or part thereof, listed in the current statement of account, from the date each such card transaction was effected until the date of the current statement of account; and
- (b) the current balance specified in the statement of account, from the date of the statement of account until the day before the date when we receive payment of the current balance (entirely or partly); and
- (c) the current balance specified in the statement of account less any partial payment, from the date of such partial payment to the date of the next statement of account or the date when we receive full payment of the current balance, whichever is the earlier; and
- (d) the amount of each card transaction debited to the card account after the date of the statement of account, from the date each such card transaction was effected until the date of the next statement of account or the date when we receive full payment of the current balance, whichever is the earlier.

10.2 **You must also pay:-**

- (a) **Late payment charge**
a monthly late payment charge at a rate(s) determined by us and notified to you from time to time if we do not receive your full payment

of the minimum payment amount specified in the statement of account on or before the payment due date; and

- (b) **Annual fee**
a non-refundable annual fee; and
- (c) **Card renewal/replacement fee**
a handling fee for the renewal or replacement of the card; and
- (d) **Handling fee for dishonoured check/payment order**
a handling fee of S\$25.00 if any check or other payment order tendered as payment to us is dishonoured for any reason; and
- (e) **Fee for foreign currency payment**
a handling fee for any foreign currency payment tendered to us; and
- (f) **Interest on cash advance and quasi-cash transactions**
interest calculated at the rate of 2.34% per month (subject to a minimum charge of S\$3.00 per month) on each cash advance or quasi-cash transaction from the date of the cash advance or quasi-cash transaction, as the case may be, until we receive full payment; and
- (g) **Cash advance fee**
a cash advance fee in respect of each cash advance you obtained calculated at the rate of S\$15 or 6% of the amount drawn, whichever is higher; and
- (h) **Administrative fee for production of documents**
an administrative fee for our production or copying at your request, calculated as follows :-

Document	Administrative fee Administrative
sales draft:	
(i) current to 2 months old	S\$5.00
(ii) more than 2 months to 1 year old	S\$15.00
statement of account:	
(i) current to 2 months old	S\$0.00
(ii) more than 2 months to 1 year old	S\$15.00
(iii) more than 1 year to 5 years old	S\$30.00
(iv) more than 5 years old	S\$100.00

- (i) **Service charge/administrative fee**
a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your card account, whether such service or action is referred to or contemplated in this agreement or otherwise; and
- (j) **Overlimit fee**
an overlimit fee of S\$40 if the total outstanding balance on your account exceeds your credit limit.
- (k) **Paper Statement fee**
a monthly fee of S\$1 will be charged to your account for paper statements of account

10.3 Variation of interest and charges

We are entitled, in our reasonable discretion, to vary or determine, at any time and from time to time, the amounts, rates, types and/or basis of calculation of all interests, fees and charges payable by you under this agreement after giving reasonable notice. Without prejudice to the foregoing, such notice of changes of interests, fees and charges may be contained in the statement of account, which shall be effective from such date as we may specify. We may debit the same to your card account and/or request that you pay the same on demand as we may deem fit.

10.4 Payment of interest

All interests and charges provided by this agreement to be payable by you are calculated on a 365/366 (leap year)-day year; and payable by you after as well as before judgment.

11. PIN AND USE AT ATM

11.1 Issue of PIN

We may in our absolute discretion issue a PIN to you and/or permit you to select or change the PIN via TBS. We may send you the PIN by ordinary post at your sole risk.

11.2 Not to disclose PIN

You must not disclose the PIN and must take all care to prevent the PIN from being disclosed to any other person.

11.3 Liability for all card transactions

Subject to clause 12.3, you are liable for all card transactions effected by

the use of the card at an ATM whether with or without your knowledge or authority, save in the case of our or our employees' fraud, gross negligence or wilful default.

11.4 **Change/terminating use of PIN**

We are entitled at our reasonable discretion to change or terminate your use of the PIN at any time after giving reasonable notice.

12. **LOSS/THEFT/DISCLOSURE**

12.1 **Duty to prevent loss, theft and fraud**

You must keep the card in a safe and secure place and ensure that the PIN and the TBS Access Code are not disclosed to any third party or kept with the card and you must take all steps and precaution to prevent any forgery, fraud, loss or theft in respect of or in relation to the card, the PIN and the TBS Access Code.

12.2 **Loss/theft/disclosure**

If your card is lost, stolen or used by any other person or your PIN and/ or TBS Access Code 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.

12.3 **Liability for all card transactions**

You are liable for all unauthorized card transactions, whether they are effected as a result of the unauthorized use of the card, the PIN and/ or the TBS Access Code or otherwise. Notwithstanding the foregoing, your liability for all unauthorized transactions on your card which are effected prior to you notifying us shall be limited to S\$100 provided:-

- (a) you have fully complied with clauses 12.1 and 12.2;
- (b) you assist in the investigations and recovery; and
- (c) we are satisfied that such unauthorized card transactions are not due to your negligence and that you have not acted fraudulently.

12.4 **Recovery of lost or stolen card**

If the lost or stolen card is recovered, you must immediately return to us the card cut in half without using it. You must not use the PIN and/ or the TBS Access Code after reporting to us that the PIN and/ or the TBS Access Code has been disclosed to a third party.

12.5 **Issue of new card/PIN**

We may, in our absolute discretion, issue a replacement card or a new PIN upon such terms and conditions as we may deem fit.

13. **TERMINATION OF CARD ACCOUNT**

13.1 **Your option to terminate**

You may terminate your card account if you:-

- (a) give us notice of termination; and
- (b) return to us the card cut in half; and
- (c) pay us the total outstanding balance in full (including the amount of any card transaction which you have carried out but which has not been debited to your card account before we receive your card), provided that such termination will only take effect after our receipt of the card and full payment of the total outstanding balance including any Collected Amount, interest, charges and fees due or funds required to be made by Law or Regulation.

13.2 **Our right of termination**

We are entitled in our reasonable discretion, at any time and after giving reasonable notice but without giving any reason and without any liability, to terminate your card account and/ or to demand immediate payment of the total outstanding balance, whether or not you are in default of this agreement and whether or not the total outstanding balance is due. If we terminate your card account for any reason, you must:-

- (a) immediately return to us the card cut in half; and
- (b) pay the total outstanding balance in full (including such card transaction which you have carried out but which has not been debited to your card account before we receive your card).

13.3 **Our rights not prejudiced**

Our rights and remedies shall not be determined, affected or prejudiced by, and the total outstanding balance shall immediately become due and payable in the event of your bankruptcy, insanity, death or other legal disability, and you or your representative shall be bound to immediately return to us the card cut in half, and pay the total outstanding balance in full (including all liabilities incurred by you or notified to us after such occurrence of any of the foregoing events).

13.4 **Obligations continue**

We will not refund you the annual or other fees in respect of your card

account in the event of the termination of the card account by either party and your obligations and liabilities under this agreement will continue notwithstanding the termination of your card account by either party for any reason.

14. CARDMEMBER BELOW 21 YEARS OLD

The following provisions are applicable if the cardmember is below 21 years old on the date the cardmember accepts and agrees to the terms and conditions of this agreement.

14.1 Consent of parent

- (a) In allowing the cardmember to sign on or use the card, the parent consents and agrees to a card account being opened for and the card being issued to the cardmember until the said card account is terminated, upon the terms and conditions of this agreement.
- (b) Without prejudice to the generality of this clause, the parent expressly consents and agrees, on behalf of the cardmember, to the release, disclosure and/or other use of information relating to the cardmember as set out in clause 13 of this agreement.

14.2 Communication and Service of Documents

The provisions of clause 14 of this agreement shall apply to the parent, where appropriate.

15. DISCRETION

15.1 May not allow card transactions

Without prejudice to any of our rights and remedies, we are entitled to, at any time in our reasonable discretion and without giving any reason or notice, refuse to approve any proposed card transaction notwithstanding that the total outstanding balance, if the proposed card transaction was debited to the card account, would not have exceeded the credit limit.

15.2 Allowing total outstanding balance to exceed credit limit

Without prejudice and notwithstanding the other provisions of this agreement, we may:

- (a) allow or approve any card transaction; and
- (b) impose such fees and charges, even if such action will result in the total outstanding balance exceeding the credit limit.

15.3 Suspension of card account

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 Law or Regulation, without notice to you and without giving any reason, suspend your right to use the card entirely or in respect of specified facilities.

15.4 Discretion in relation to card/facilities

Notwithstanding and without prejudice to the other provisions of this agreement, we are entitled to, at any time in our reasonable discretion with notice and without giving any reason :-

- (a) increase or decrease the credit limit; and/or
- (b) refuse to re-issue, renew or replace the 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 card account and your being a cardmember (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) whether specifically relating to you or generally to all cardmembers. Updated information on the benefits, services, facilities and privileges will be provided by us via such means as we deem appropriate including via our online portal www.citibank.com.sg.

15.5 Change of card account number

- (a) We may at your request or at any time without incurring any liability or giving any reason, and upon giving you notice, change your card account number; and issue a replacement card; and transfer the total outstanding balance and all credits (if any) from your original card account to the new card account. After we have given you such notice, you must immediately return to us the card cut in half.
- (b) Your obligations and liabilities under this agreement will not be affected or prejudiced by such change of your card account and this agreement. You may be required to re-establish your direct debit authorizations / GIRO instructions by providing your new card account number to the relevant billing organization and/or by providing updated instructions to us as we may require. In such instances, Citibank will not be liable for any damage, loss, claims which may arise from your failure to do the above.

15.6 Discretion to handle credit balance in card account

We shall be entitled to pay the credit balance (if any) on the card account to the basic cardmember (or to the basic cardmember's executor(s) or administrator(s) in the event of the basic cardmember's death) 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 18.2, if the credit balance on the card 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), we shall be entitled to:

- (i) transfer all or any part of such credit balance on the card account by way of funds transfer to any of the basic cardmember's account(s) with us, including banking account(s), provided that if any account(s) that the basic cardmember 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 the basic cardmember.

15.7 Wrongful credit

Notwithstanding any statements of account 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 card account.

16. RELEASE OF INFORMATION

16.1 Disclosing information relating to you

We may, whenever we consider it in our interest, at any time and without liability to you, whether before or after termination of your Card account, disclose any information relating to you or any Card transaction or your Card account or any other account which you may have 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 any third party as we may deem fit at our reasonable discretion, including, without prejudice to the generality of the foregoing, Citibank, N.A.'s branches, subsidiaries and affiliates worldwide, our servants, agents, correspondents, and/or independent contractors; any person authorized by you to operate your Card account; any person involved in facilitating, effecting, processing or providing any facilities or services in respect of or in connection with your Card account and/or this agreement; any merchant, bank or financial institution; any government agency, statutory board or authority in Singapore or elsewhere; and any other person to whom we consider it in our interest to make such disclosure. 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:-

- (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 Card account and/or any other account which you may have with us (and for such purposes) as may be permitted under or pursuant to the Banking Act (Chapter 19).

16.2 Permission for disclosure/Privacy

You agree that your signing of the card 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 for any other disclosure required by Law or Regulation.

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 16.2.

For the purpose of complying with applicable Law or Regulation, you agree to waive any bank secrecy, privacy or data protection rights related to your card account.

17. COMMUNICATION AND SERVICE OF DOCUMENTS

17.1 Sending communication to you

We may send all 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, short message service 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.

17.2 When communication deemed to be received by you

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 at the time of transmission if sent by facsimile transmission, electronic mail and/or SMS.

17.3 Communication to us

- (a) 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.
- (b) Notwithstanding the aforesaid, we are entitled in our absolute discretion to rely and act on any communication, which we in our sole discretion believe to have been given, made or authorized by you, whether or not given with your consent or authority and whether it is given or made orally (whether in person or over the telephone and whether or not via TBS); or by facsimile transmission, telex, cable electronic mail or SMS; or by other means of communication; and any act on our part pursuant to such communication, will be binding on you notwithstanding that it may not have been given by you or with your consent or authority.
- (c) We may in good faith and without any liability to you, regard any 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 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 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.
- (d) Unless otherwise provided in this agreement, all communication from you will take effect only after one (1) business day or such other period as determined in our reasonable discretion after the actual receipt by our relevant officers in charge of the subject matter of such communication.
- (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 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, interruption, cessation, delay, 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, interruption, cessation, delay, disruption, errors, defects or fault in the transmission of communication to us or authorizations or acknowledgements from us or any wrongful interception of any 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 communication that may be validly be given by you

or authenticated by you including for reasons due to applicable law; 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 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 communication beyond our reasonable control; or
- (ix) our failure to acknowledge any communication sent by you to us; or
- (x) your provision of wrong or inaccurate information including your mailing address, 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
- (xi) your failure to regularly check for correspondence from us in accordance with clause 17.1.

17.4 **Notify changes of particulars**

You must notify us promptly if:-

- (a) you intend to reside outside Singapore; and/or
- (b) 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, telephone number including 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 absolute discretion.

17.5 **Service of legal process**

- (a) 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 by 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.
- (b) 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.

17.6 **Miscellaneous**

Notwithstanding anything in this agreement, all 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.

17.7 **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 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.

“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.

18. APPROPRIATION OF PAYMENT/RIGHT OF SET-OFF

18.1 Right of appropriation

- (a) We shall be entitled in our reasonable discretion to apply and appropriate all payments received by us in such a 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 billed but unpaid interest, fees and charges;
 - (ii) all unpaid balance transfer balances, cash advances, instalment plans, card transactions shown in any previous statements of account;
 - (iii) all unpaid balance transfer balances, cash advances, instalment plans, card transactions shown in the current statement of account; and
 - (iv) all unpaid balance transfer balances, cash advances, instalment plans, card transactions not yet included in any statement of account.
- (b) For each category of unpaid balances referred to in each of sub-clauses 18.1(a)(ii), (iii) and (iv):
- (i) the balances with the highest applicable interest rate will be repaid in priority to the other balances within such category; and
 - (ii) where the interest rate applicable to any unpaid balance transfer balances within such category is the same, payments received by us will reduce the balances transferred under the latest fund transfer program (after it has been reflected in your statement of account) first, notwithstanding that you may have unpaid balance transfer balances from earlier fund transfer programs.

18.2 Right of set-off

- (a) We may at any time and from time to time and without liability in any way to you, 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 accounts in or towards the discharge of the current balance or vice versa.
- (b) Where such combination, consolidation and/or set-off requires the conversion of one currency into another, we are entitled to effect such conversion at such time and rate of exchange in accordance with our usual practice and you must bear all exchange risks, reasonably incurred losses, commission and other bank charges which may thereby arise.

19. EXCLUSION OF LIABILITY

19.1 Goods/services supplied by merchant

You will not hold us responsible for goods or services supplied by any merchant or the quality or performance of any goods or services pursuant to or in relation to any 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; 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 this agreement are not to be assigned or otherwise disposed of.

19.2 Card not accepted by merchant

You will not hold us liable in any way and you will have no claims against us if the card is not accepted or honoured by any merchant, bank, financial institution or any other person for any reason.

19.3 Loss/damage in connection with your card account

Save where expressly provided in this agreement, 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 your card account and/or this agreement, any repossession of the 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 card; or any inability to retrieve any data or information that may be stored in the card howsoever caused.

19.4 Inability to perform our obligations

We are not 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, defect or damage of the card except in the case of our fraud, gross negligence or wilful default, industrial dispute, war, Act of God, or anything outside our control or the control of our Representatives. If we are unable to produce or send a statement of

account to you for any reason whatsoever, we are not liable to you in any way and your liabilities and obligations under this agreement will not be prejudiced and will continue to accrue.

19.5 Act or default of agents/contractors

You agree that we have the 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 save where expressly provided in this agreement we are not liable to you for any act, omission or neglect on the part of such agents, contractors and/or correspondents.

20. INDEMNITY

20.1 Compensate us for loss/damage

You will compensate us and hold us harmless against any loss, damage, liability, cost and expense (including legal costs) which we may reasonably incur or suffer as a result of or in connection with your card account and/or this agreement, including without prejudice to the generality of the foregoing:

- (a) your breach of any of your obligations under this agreement;
- (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 card, the card account and/or this agreement, and the same may be debited to your card account and/or shall be paid by you on demand.

21. RECURRING/INSTALMENT PAYMENTS

21.1 Authorization and payment

If you use the 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 you agree to make payment for each such instalment when we debit the same to your card account.

21.2 Automatic transfer to new card account

If you are issued with a replacement card with a different card number, you will need to re-establish any recurring payment instructions you have with your respective billing organization(s), save where the billing organization is a Specified Organisation named in <http://www.citibank.com.sg/recurringmerchants>. If your recurring payment instruction is with a Specified Organisation, your bills will automatically be debited to your new card number without any further action required on your part. Similarly, if you have a recurring billing arrangement for the insurance premiums in respect of an insurance policy distributed by us to be charged to your card, the insurance premiums will automatically be debited to your new card number without any further action required on your part. Please refer to http://www.citibank.com.sg/global_docs/pdf/detailed_list_of_policies.pdf for the full list of policies distributed by us.

21.3 Suspension/Termination of account

If your right to use the card is suspended or your card account is terminated, we may at our option and without prejudice to any of our rights and remedies, stop paying the said instalments for you, or bill the aggregate sum of the remaining instalments to you forthwith.

21.4 Other terms and conditions

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 clause but only to the extent necessary to give full effect to those terms and conditions.

22. GENERAL

22.1 Change of agreement

- (a) We may at any time vary, modify, add to or delete the terms and conditions of this agreement and the Privacy Circular and we will notify you of any such changes in such manner as we may, in our reasonable discretion, deem fit.
- (b) If you do not accept such changes, you may terminate your card account in accordance with clause 13 within 10 days after we have given such notice of change.
- (c) If you retain or use the card or the PIN or otherwise operate the card account after we have given such notice of change, you will be deemed to have accepted such changes without reservation.

22.2 Rights are cumulative

The rights and remedies provided in this agreement are cumulative and

not exclusive of any other rights or remedies (whether provided by law or otherwise).

22.3 No waiver of our rights

- (a) No failure on our part to exercise and no delay on our part in exercising any right or remedy under this agreement 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.
- (b) Any waiver by us of our rights or remedies in respect of any term of this agreement or any breach of this agreement 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.

22.4 Record is conclusive and binding

Our records (including computer and microfilm stored records or any other electronic records stored by us) of all matters relating to you, any card transaction, your card and/or your card account and/or yourself is 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 card transaction or your card 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.

22.5 Provisions are severable

Each of the terms and conditions of this agreement is severable and distinct from one another and if at any time any one or more of the terms and conditions of this agreement 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.

22.6 Recording telephone calls

You consent to our recording of your telephone calls with us (whether made via 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, as evidence in any proceedings against you or any other person.

22.7 Bound by other terms and conditions

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 your card account, as the same may be amended or varied and notified to you from time to time. If there is any conflict between this agreement and the Other Terms and Conditions (including but not limited to the Telephone Banking Service Terms and Conditions), then subject to clause 21.3 the former will prevail and apply and the latter will 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 will affect the validity and enforceability of our rights or remedies under the Other Terms and Conditions which will continue to apply.

22.8 Tax

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.

22.9 Assignment

We may at any time in our absolute discretion assign any of our rights under this agreement or any card account to any third party whatsoever without your consent. Without prejudice to the generality of the foregoing, you hereby irrevocably agree to any novation of the agreement made between you and us hereunder and any other agreement, document, assurance and guarantee in connection therewith (including but not limited to the Other Terms and Conditions) or with your card account(s) or any facilities and services available in connection with the card or securing your obligations thereunder, and irrevocably agree that we are entitled to and may assign or transfer absolutely to a transferee all or some of our rights, title, interests, benefits, obligations and liabilities under the terms and conditions of this agreement and/ or under any instrument(s) and/or any other agreement, document, assurance and/ or guarantee in connection therewith (including but not limited to the Other Terms and Conditions) and/or with your card account(s) and/or any facilities and services available in connection with the card and/or securing your obligations thereunder. You further irrevocably 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 card account(s), any facilities and services available in connection with the card, this agreement, the Other Terms and Conditions 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 undertake to execute and sign any document (if any) which may be required to give effect to the foregoing.

22.10 Governing law

This agreement is governed by Singapore law and you hereby submit irrevocably to the non-exclusive jurisdiction of the Singapore courts.

22.11 Exclusion of Rights of Third Parties

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

22.12 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 card account(s) or holding or returning the funds which are the subject of payment instructions made by you or in your favour. Neither Citibank Singapore Limited nor any Citigroup Organisation will be liable for any loss to you as a result of our taking or refraining from taking any actions (which we consider in our sole determination, to be appropriate or requested) to comply with any U.S. laws or regulations.

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 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, 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;

"Account Holder" means the person in whose name an Account is maintained and includes, where the context requires, a supplementary cardmember of a Citibank Visa/Mastercard credit card account;

"Bank" means Citibank Singapore Limited;

"Service Instructions" means such instructions given to the Bank 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 the Bank, 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 the Bank to enable the Account Holder 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) An Account Holder may operate the TBS in relation to his Account by using his TBS Access Code.
- (b) Any Service Instructions identified by the Account Holder's TBS Access Code shall be deemed to be given by the Account Holder and shall be conclusive and binding on the Account Holder and the Account Holder hereby authorises the Bank to act on any such Service Instructions identified by the Account Holder's TBS Access Code.
- (c) All acts on the part of the Bank pursuant to such Service Instructions identified by the Account Holder's TBS Access Code shall be conclusive and binding on the Account Holder (notwithstanding that such Service Instructions may not have been given by the Account Holder or with his consent or authority).
- (d) Notwithstanding and without prejudice to the other terms and conditions herein, the Bank shall be entitled (but not obliged), in its reasonable discretion, to permit the Account Holder to operate the TBS without the use of his T-PIN upon verifying the identity of the Account Holder in accordance with the Bank's prevailing prescribed procedure at the time.
- (e) Notwithstanding and without prejudice to the other terms and conditions herein, the Bank shall be entitled, in its reasonable discretion to refuse to act on all or any Service Instructions; and the Bank shall be entitled in its reasonable discretion to require written confirmation of the Account Holder's Service Instructions (even where identified by the Account Holder's TBS Access Code), and to refuse to act on any such Service Instructions unless and until such written confirmation is received by the Bank.
- (f) The use of any TBS and the TBS Access Code is also subject to the Bank's 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) The Bank shall at its reasonable discretion, be entitled to change, deactivate or revoke the use of the TBS Access Code at any time without giving any reason but with reasonable notice to the Account Holder.

3. DISCLOSURE OF TBS ACCESS CODE TO THIRD PARTY

- (a) The Account Holder 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 his TBS Access Code and/or the operation of the TBS. If the TBS Access Code is disclosed to any person, the Account Holder must forthwith give the Bank written notice thereof, thereupon the Account Holder shall immediately cease to use the TBS Access Code.
- (b) Unless and until the Bank receives such written notice of disclosure, the Account Holder shall be fully liable and be bound by all transactions effected by the use of such TBS, with or without his consent or knowledge.

4. RECORDING OF SERVICE INSTRUCTIONS

The Bank may (but shall not be obliged to) at its absolute discretion tape or otherwise record all Service Instructions, and the Account Holder agrees to the use of such tapes or recordings and any transcripts thereof which the Bank may make for any purpose that the Bank deems desirable, including their use as evidence in any proceedings against the Account Holder or any other person.

5. BANK'S RECORD OF TRANSACTIONS

The Bank's record of transactions in respect of and in connection with the use and operation of TBS is conclusive and binding on the Account Holder for all purposes whatsoever save for any manifest error or clerical error but nothing herein shall preclude the Bank from rectifying at any time any error, irregularity or omission therein.

6. CHANGE OF T-PIN

The Account Holder may change his T-PIN from time to time in accordance with the Bank's prescribed procedure then prevailing. The Bank shall be entitled, in its reasonable discretion but without liability and without giving any reason, to reject any selection made by the Account Holder as his substituted T-PIN; if the Bank so approves, such substituted T-PIN, shall take effect from the time of receipt by the Bank of such instructions from the Account Holder. The Account Holder 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

The Account Holder may cancel his TBS Access Code by giving notice to the Bank in writing or in any other manner as may be determined by the Bank, and such notice shall only be effective upon actual receipt thereof by the relevant officer-in-charge at the Bank.

8. FUND TRANSFER FACILITIES VIA TBS

The Account Holder may apply, in accordance with the Bank's prescribed procedure then prevailing and the Bank may, in its reasonable discretion, permit the Account Holder to operate such fund transfer facilities via the TBS, including without limitation, GIRO or direct debit banking system as may be made available by the Bank from time to time. The Account Holder acknowledges that the operation of such fund transfer facilities shall be subject to the relevant terms and conditions governing such facilities.

9. BANK'S DISCRETION

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

10. LIMITATION OF LIABILITY

- (a) Save in the case of the Bank's fraud, negligence or wilful default, the Bank shall not be liable for any loss, damage, cost or expense which the Account Holder may suffer or incur in connection with or as a result of the Bank acting on any Service Instructions identified by the Account Holder's TBS Access Code (notwithstanding that such Service Instructions may not have been given by the Account Holder or with his consent or authority) and the Account Holder agrees to indemnify the Bank against any loss, damage, cost, expense and fees (including legal fees on a full indemnity basis) which the Bank may thereby suffer or incur.
- (b) The Bank shall not be liable if it is unable to perform its 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 the control of the Bank, its servants and/or agents.

- (c) The Bank reserves the right to act through such agents, contractors or correspondents as the Bank deems fit to carry out or procure any of the matters or transactions governed by or contemplated in this Agreement.

11. VARIATION OF TERMS AND CONDITIONS

The Bank may at any time amend or vary any of these terms and conditions governing the operation or use of the TBS. The Bank shall notify the Account Holder of any changes. If the Account Holder continues to use or operate the TBS after the Bank has given such notice of change, the Account Holder shall be deemed to have accepted and agreed to such changes without reservation.

12. TERMS AND CONDITIONS TO PREVAIL

These terms and conditions herein prevail over all 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 Law or Regulation, 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 the Bank's rights, remedies and powers shall operate as a waiver thereof and no waiver by the Bank of a breach of any of these terms and conditions on the part of the Account Holder 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 the Account Holder hereby submits irrevocably to the non-exclusive jurisdiction of the Singapore courts.

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