

CITI CORPORATE CARD (JOINT & SEVERAL/ CARDMEMBER LIABILITY) CARDMEMBER'S AGREEMENT

Before you use the 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 (as amended from time to time).

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 or Mastercard 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 member

the person at whose request a card is issued to you

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

a Citi Corporate Card issued by us and any 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

Cash interest rate

interest rate applied on outstanding debit balances from Cash transactions as well as outstanding balances pursuant to any balance transfer programs after the expiry of the promotional tenure

Cash transactions

Cash advance transactions, Quasi-cash transactions and related fee and interest charges

Citigroup, Inc

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

Citigroup Organisation

any affiliate or subsidiary of Citigroup, Inc.

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.

Citibank, N.A.

means Citibank, N.A., a banking association organised under the laws of the United States of America

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 of your card account must not exceed at any time and if you have more than one card account such limit shall be the maximum permitted for the total outstanding balance of all your card accounts except that where the credit limit of the business card account is determined by the business member, the combined credit limit hereof (for the purposes of this agreement) shall be the credit limit of that business card account only, as determined by the business member

communication

includes all notices, demands, requests, instructions, including without limitation, stop payment instructions (or cancellation thereof) in respect of any 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

employer

your employer and if your card is issued at the business member's request means the business member

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

Master billing statement of account

a consolidated statement of account issued to the business member by us in respect of the card accounts of all specified individual cardmembers (under the program) stating the current balance thereof and the payment due for the specified period.

Memo statement of account

a statement of account issued to you by us in respect of your card account specifying the transaction details for the specified period.

outstanding unbilled instalment amount

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

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 or the minimum payment (calculated according to clause 6.3) as the case may be 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

Privacy Circular

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

The Citi Corporate Card (Joint & Several Liability/Cardmember Liability) 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.

Retail interest rate

interest rate applicable to outstanding balances arising from card transactions other than Cash transactions pursuant to clause 7.1

Representatives

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

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.

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.

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 and/or on the Auto-Sig Signature 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 event you fail to receive the card and unauthorized transactions occur on the card account, you will not be liable for the balances arising therefrom 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 or any renewal or replacement thereof.

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. COMBINED CREDIT LIMIT

3.1 Must not exceed combined credit limit

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

3.2 Calculating if combined credit limit exceeded

In calculating whether the combined 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 combined credit limit exceeded

If you carry out any card transaction which results in the combined credit limit being exceeded, whether with or without our prior consent, you must immediately pay us the amount in excess of the combined 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 7.

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. STATEMENT OF ACCOUNT

5.1 **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.

5.2 **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.

6. PAYMENT

6.1 **Current balance debited to card account**

We will debit the current balance to your card account.

6.2 **Liability for current balance**

Without prejudice to clause 6.5, 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 6.3), which we must receive on or before the payment due date.

6.3 **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\$50 whichever is greater, plus any overdue amounts. If the current balance is less than S\$50, 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.

6.4 **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 7.

6.5 **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, the current balance upon our demand which we may make at any time.

6.6 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.

6.7 To pay GST

Without prejudice to clause 6.6, 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.

6.8 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.

6.9 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 will be converted into Singapore dollars. Card 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 card transaction will be subject to the following administrative fees on the converted Singapore dollar amount: an administrative fee of up to 3.0% if processed by VISA or Mastercard International 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 or Mastercard International on the converted Singapore dollar amount if it is a VISA or Mastercard International 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 administrative fee of 1% on the transaction amount if the card transaction is processed by VISA or Mastercard International.

These charges will be charged on card transactions including but not limited to any VISA or Mastercard 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 or Mastercard 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.

6.10 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 6.8. 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.

7. INTEREST AND CHARGES

- 7.1 (a) If we do not receive full payment of the current balance specified in the master billing statement of account on or before the payment due date stipulated therein, the business member must pay daily interest at the retail interest rate of 26.9% per annum and cash interest rate of 26.9% per annum, on:-
- (i) 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
 - (ii) 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
 - (iii) 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
 - (iv) 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.
- (b) Interest on the amounts set out in clause 7.1(a) shall accrue on a daily basis and shall be payable monthly, subject to a minimum interest charge of S\$3.00 a month.

7.2 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 tendered to us**
a handling fee for any foreign currency payment tendered to us; and
- (f) **Interest on cash advance and quasi-cash transactions**
cash interest is calculated at the rate set out in clause 7.1(a) 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 6% of the amount of the cash advance subject to a minimum fee of S\$15.00; and

- (h) **Administrative fee for production of documents**
an administrative fee for our production or copying at your request, calculated as follows:-

| Item | Charge per copy |
|-------------------------------------|-----------------|
| sales draft: | |
| (i) current to 6 months old | S\$ 5.00 |
| statement of account: | |
| (i) current to 2 months old | Free |
| (ii) Above 2 months to under 1 year | S\$ 15.00 |
| (iii) Above 1 year to 5 years | S\$ 30.00 |
| (iv) Beyond 5 years | 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

7.3 Variation of interest and charges

We are entitled, in our reasonable discretion, to vary or determine, at anytime 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.

7.4 Payment of interest

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

8. PIN AND USE AT ATM

8.1 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.

8.2 Not to disclose PIN

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

8.3 Liability for all card transactions

Subject to clause 9.3, 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.

8.4 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.

9. LOSS/THEFT/DISCLOSURE

9.1 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.

9.2 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:-

- immediately notify us; and
- 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 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:-

- you have fully complied with clauses 9.1 and 9.2;
- 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.

9.4 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.

9.5 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.

10. TERMINATION OF CARD ACCOUNT

10.1 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 current 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 current balance including any Collected Amount, interest, charges and fees due or funds required to be made by Law or Regulation.

10.2 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 current 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 current 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).

10.3 Our rights not prejudiced

Our rights and remedies shall not be determined, affected or prejudiced by, and the current 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 current balance in full (including all liabilities incurred by you or notified to us after such occurrence of any of the foregoing events).

10.4 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.

11. BUSINESS MEMBER

11.1 Issue of card at business member's request

If we issue a card to you at the request of the business member, this clause 11, in addition and without prejudice to the other terms and conditions of this agreement, applies.

11.2 Jointly and severally liable

You and the business member are jointly and severally bound by this agreement and unless otherwise agreed and notified to you and the business member, jointly and severally liable to us for the current balance in connection with your card and/or your card account.

11.3 Liabilities not affected by counterclaim/set-off

All undertakings, liabilities and obligations owing to us under this agreement by you and the business member will not be prejudiced or affected in any way by any dispute or counterclaim or right of set-off which you and the business member may have against each other.

11.4 Discharge/waiver of liabilities

The discharge or waiver of your liability for any reason will not prejudice or affect the liabilities or obligations of the business member under this agreement or our rights and remedies against the business member.

11.5 Change of particulars

The business member must:-

- (a) promptly notify us in writing of:-

- (i) any change or proposed change in the organisation of the business member; and
 - (ii) the death of the business member (if it is a sole proprietor) or of a partner of the business member (if it is a partnership firm); and
 - (iii) any change or proposed change in its rules of constitution or analogous constitutional documents (if the business member is an unincorporated association); and
 - (iv) any change or proposed change in its memorandum or articles of association or analogous constitutional documents and/or any change or proposed change in its paid-up share capital or the identity of any of its shareholders or board of directors (if the business member is a company); and
 - (v) the commencement of bankruptcy, winding up or judicial management proceedings against the business member or the passing of a resolution for winding up of business member, or the appointment of a receiver or receiver and manager over any of the assets of the business member, or the cessation of business of the business member or the business member entering into a scheme of arrangement or other similar proceedings under the Companies Act, Cap. 50; and
- (b) notify us of particulars of the business member's representatives authorised to communicate with us from time to time in relation to any matter concerning the card account (without prejudice to our right in our absolute discretion to liaise with any other person representing or purporting to represent the business member from time to time).

11.6 **Option to terminate card account**

The business member and you may terminate the card account, at any time, in accordance with clause 10.1, but your obligations and the business member's obligations under this agreement will continue notwithstanding such termination of the card account.

11.7 **Business member's rights**

The business member is entitled to:-

- (a) request to vary the credit limit; and/or
- (b) give any notices, instructions or requests in connection with you, any card transaction, the card or the card account, subject always to the applicable rules, regulations or official directives then prevailing; and/or
- (c) request for statements of account

11.8 **Assisting in investigation/litigation**

You and/or the business member must at all times fully assist and cooperate with us in any investigation, litigation or prosecution against you and/or the business member, as the case may be, and provide all such documents and other evidence as we may require.

11.9 **Our right of termination**

Without prejudice to clause 10.2, we may terminate the card account in accordance with clause 10.2 in any one or more of the following events:-

- (a) the appointment of a receiver, receiver and manager, judicial manager or trustee over any of the property or assets of the business member or any part thereof;
- (b) the business member proposing to enter into a scheme of arrangement or other similar proceedings under the Companies Act, Cap. 50;
- (c) the termination of your employment with the business member; or
- (d) the bankruptcy, insolvency or death of the business member (if the business member is an individual); the dissolution of the business member or the bankruptcy, death or insolvency of any of the partners (if the business member is a partnership); the presentation of any petition for the winding up of the business member (if the business member is a company).

11.10 **Limit claim against business member**

We may, in our absolute discretion at any time without notice to you and without prejudice to our rights and remedies against you, agree with the business member not to make any claim against the business member or to limit the amount that we will claim against the business member in respect of the total outstanding balance or any part thereof provided always that notwithstanding any such agreement between the business member and us, you remain fully liable to us for the total outstanding balance incurred or payable by you under this agreement.

11.11 **If business member is a partnership**

Where the business member is a partnership firm:-

- (a) all persons carrying on business in the name of the partnership or under the name in which the business of the partnership is carried on, are jointly or severally bound by this agreement, notwithstanding

the retirement or death of any partner or the introduction of any new partner; and

- (b) a demand made or notice sent to the partnership is deemed to be demand made or notice sent to all the partners of the partnership; and
- (c) we may release or discharge any one or more of the partners of the partnership or compound with, accept composition from or make any other arrangements with any or such partners without thereby releasing our rights and remedies against any of the other partners.

11.12 Communication

- (a) All communication will be sent or given in accordance with this agreement to you and/or the business member. All communication sent or given to you or the business member is deemed to be sent or given to both.
- (b) You are bound by all notices, instructions or requests in respect of your card and/or your card account made by the business member and agreed to by us.
- (c) You agree that your signing of the card application form shall constitute your written permission for the purposes of Section 47 and the Third Schedule of the Banking Act (Chapter 19) or for any other disclosure requirements imposed by law, for the disclosure by us of any information relating to you, your card, your card transactions and/or your card account to the branches, subsidiaries, representative offices, affiliates and agents of Citibank Singapore Ltd and by any of them to the business member, its parent company, subsidiaries and associates.

12. DISCRETION

12.1 May not allow card transactions

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

12.2 Allowing current balance to exceed combined credit limit

Without prejudice and notwithstanding the other provisions of this agreement, we may allow or approve any card transaction which will result in the current balance exceeding the combined credit limit.

12.3 Suspension of card account

Notwithstanding and without prejudice to the other provisions of this agreement, we are entitled at any time in our reasonable discretion from a risk management perspective and if required by the relevant authority or under any applicable law, without notice to you and without giving any reason, suspend your right to use the card entirely or in respect of specified facilities.

12.4 Discretion in relation to card/facilities

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

- (a) increase or decrease the combined 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, whether specifically relating to you or generally to all or specific cardmembers.

12.5 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 current balance and all credits (if any) from your original card account to a 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 you direct debit authorization/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, Citi will not be liable for any damage, loss, claims which may arise from your failure to do the above.

12.6 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 business member['s] or the basic cardmember['s](as the case may be) 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

15.2, if the credit balance on the card account is at anytime 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 the business member['s] or the basic cardmember['s] (as the case may be) account(s) with us, provided that if any account(s) that the business member['s] or the basic cardmember['s] (as the case may be) 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 business member['s] or the basic cardmember['s](as the case may be).

12.7 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.

13. RELEASE OF INFORMATION

13.1 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 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 of pursuant to the Banking Act (Chapter 19).

13.2 Permission for disclosure/privacy

You and/or the business member agree that your and/or the business member's signing of the card application form shall constitute your and/or the business member's 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 of 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 13.2.

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.

13.3 Disclosure upon assignment and novation

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 card account(s) and any facilities and services available in connection with the card 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 card 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.

14. COMMUNICATION AND SERVICE OF DOCUMENTS

14.1 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 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.

14.2 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.

14.3 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) 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, garbled, 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.
- (c) 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.
- (d) 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 14.1.

14.4 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 or 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.
- (c) there is any change in your salary or appointment with the employer; and/or
- (d) your employment with the employer is terminated or suspended.

14.5 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 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.
- (b) Such legal process or document is deemed to have been duly served on you on the date of delivery 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).

14.6 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.

15. APPROPRIATION OF PAYMENT/RIGHT OF SET-OFF

15.1 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 15.1(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.

15.2 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.

16. EXCLUSION OF LIABILITY

16.1 Goods/services supplied by merchant

You and/or the business member will not hold us responsible for (a) 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, or (b) any loss you suffer or may suffer in connection with any card transaction where it is proven that or, you claim that, the merchant had forced, coerced or pressured you in any way to effect the card transaction, even if we have been advised of the possibility of the loss. If you and/or the business member have any complaint against any merchant (including but not limited to any claims that the merchant had forced, coerced or pressured you to perform the card transaction), you and/or the business member shall resolve such dispute with the merchant directly; your and/or the business member's liability owing to us will not be affected by such dispute or any counterclaim or right of set-off which you and/or the business member may have against such merchant. Your and/or the business member's rights under this agreement are not to be assigned or otherwise disposed of.

16.2 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.

16.3 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.

16.4 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, 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 memo statement of account to you or a master billing statement of account to the business member for any reason whatsoever, we are not liable to you and/or the

business member in any way and your and/or the business member's liabilities and obligations under this agreement will not be prejudiced and will continue to accrue.

16.5 Act or default of agents/contractors

You agree that we 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 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.

16.6 Duress

You and/or business member cannot hold us liable or responsible for any loss you and/or business member suffer or may suffer in connection with any card transaction where it is proven that or, you and/or business member claim that, the merchant had forced, coerced or pressured you in any way to effect the card transaction, even if we have been advised of the possibility of the loss. If you and/or business member have any complaint against any merchant in this regard, you and/or business member shall resolve such dispute with the merchant directly; your and/or business member's liability owing to us will not be affected by such dispute or any counterclaim or right of set-off which you and/or business member may have against such merchant. Your and/or business member's rights under this agreement are not to be assigned or otherwise disposed of.

17. INDEMNITY

17.1 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.

18. RECURRING/INSTALMENT PAYMENTS

18.1 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.

18.2 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.

18.3 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.

19. GENERAL

19.1 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 and/or the business member of any such changes in such manner as we may, in our absolute discretion, deem fit.
- (b) If you do not accept such changes, you may terminate your card account in accordance with clause 10 within 10 days after we have given such notice of change. If the business member does not accept such changes, it may terminate the card accounts of all individual cardholders in accordance with clause 10 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.

19.2 **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).

19.3 **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 and/or the business member's 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.

19.4 **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 and/or the business member, any card transaction, your card and/or your card account is conclusive evidence of such matters and is binding against you and/or the business member for all purposes, save for manifest error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You and/or the business member 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.

19.5 **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.

19.6 **Recording telephone calls**

You and/or the business member consent to our recording of 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, the business member or any other person.

19.7 **Bound by other terms and conditions**

You and/or the business member 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 and/or the business member by us in connection with your card account, as the same may be amended or varied 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 but excluding the Programme Agreement whereby the Programme Agreement will prevail), then, subject to clause 18.3, 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.

19.8 **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 whosoever without your and/or the business member's consent. Without prejudice to the generality of the foregoing, you and/or the business member hereby irrevocably agree to any novation of the agreement made between you, the business member 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 and/or the business member's 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 and/or the business member further irrevocably agree that any such novation, assignment or transfer may be effected by our delivering to you and/or the business member 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 and/or the business member 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 and/or the business member's obligations thereunder may be relied and acted upon by the assignee or transferee as if given by you and/or the business member to the assignee or transferee and shall, unless and until revoked or cancelled, apply and have effect in relation thereto. You and/or the business member also hereby irrevocably undertake to execute and sign any document (if any) which may be required to give effect to the foregoing.

19.9 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.

19.10 Governing law

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

19.11 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.

19.12 U.S. Laws and Regulations

You and the business member 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 and the business member 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 and/or the business member 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 Citi 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 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 doubt, 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 parts 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.

CITI EQUAL PAYMENT PLAN (EPP) TERMS AND CONDITIONS

1. You agree that your participation in this interest-free Equal Payment Plan ("EPP") installment scheme will be governed by these terms and conditions ("Terms"), and any other rules, procedures or instructions which we, Citibank Singapore Limited, may from time to time issue.
2. You will also continue to be bound by the Citi Cardmember's Agreement and all terms and references used, defined or construed therein and in our materials shall have the same meanings and construction in these Terms.
3. You and/or your supplementary cardmember may purchase the selected product(s) and/or service(s) from our designated merchants under EPP by making payment for the purchase amount of such product(s) and/or services(s) ("Purchase Amount") in equal instalments ("EPP instalments") over the selected tenure as stated in the attached authorisation form or on a separate terminal-generated charge slip. Please note that notwithstanding that you will be making payment to us for the Purchase Amount via EPP instalments, we would have made full payment of the Purchase Amount to the relevant merchant. Accordingly, you will be liable to us for the entire Purchase Amount.
4. By signing the said authorisation form or charge slip, you are deemed to have irrevocably and unconditionally agreed that each EPP instalment will be billed to your card account starting from the month after your purchase without the need for further signatures to be obtained. Each EPP instalment billed will be reflected in your monthly statement of account as a normal charge to your card account and be payable by you in accordance with the terms of the Cardmember's Agreement. In particular, please note that the usual interest charges and late payment charges will be levied if applicable.
5. You understand that, upon processing the authorisation form or charge slip, your available combined credit limit will be provisionally reduced by blocking out an amount equivalent to the Purchase Amount, but will be progressively restored by the amount of each EPP instalment as each EPP instalment is paid and to the extent that actual payment is received by us.
6. You may participate in EPP only if you ensure that:
 - (a) The amount of the Purchase Amount is not less than the minimum amount determined by us from time to time;
 - (b) The available combined credit limit for your card account is sufficient to block out the Purchase Amount of your selected product and/or service; and
 - (c) You are not in breach of the Cardmember's Agreement.
7. Upon the occurrence of any one or more of the following events, we shall be entitled to bill the aggregate sum of the remaining EPP instalments to you forthwith:
 - (a) You are in breach of any of these Terms or any provision of the Cardmember's Agreement;
 - (b) You default in the payment of any sums due under the Cardmember's Agreement or these Terms;
 - (c) We terminate or suspend your card account;
 - (d) You terminate your card account;
 - (e) You terminate the EPP transaction;
 - (f) You successfully return the product(s) and/or cancel the service(s) purchased under EPP to the merchant and obtain a refund therefor;
 - (g) Your death, bankruptcy or other legal disability; or
 - (h) Any provision herein is declared by any judicial or competent authority to be void, voidable or otherwise unenforceable.

The net amount will be reflected as a charge in your monthly statement of account and, except in the situation stated in clause 7(f) above, be payable by you in accordance with the terms of the Cardmember's Agreement. If clause 7(f) applies, the merchant will pay the refunded amount directly to your card account and this will be reflected in your statement of account.

8. In the event that you voluntarily close your card account or terminate the EPP transaction, an administrative fee of S\$100 (or such other amount as we may from time to time in our discretion determine and notify to you) will be levied for the processing of such accelerated repayment. Such fee will be payable regardless of subsequent revocation of such repayment or your failure to make full repayment and will not be refundable.
9. Certain Citi co-brand card partner merchants and Rewards Program merchants may have opted to allow EPP purchases to be made and may also opt whether or not to allow the issuance of rewards dollars in conjunction with a EPP purchase. If such merchants allow an item to be

purchased under EPP after allowing the redemption of rewards vouchers/dollars against that item, the Purchase Amount less any redemption must still be greater than the minimum amount determined by us. In any event, such merchants must also abide by any other conditions or restrictions imposed by the merchant or us.

10. We are not the manufacturer or supplier (or the agent thereof) of any of the products featured. We shall not be in any way liable, for any claim, injury, expense, loss or damage brought or incurred by any party whatsoever, or for any other matter arising from or in connection with the use of any product or supply of any service purchased hereunder or your participation in EPP. Any complaints or comments in relation to any product or service purchased or any accompanying terms and conditions are to be directed to the supplier.
11. Purchases of product(s) and/or services under EPP will not earn any rewards under any of Citi's loyalty programmes, including Points.
12. We reserve the right at our absolute discretion to vary, delete, add to or in any way amend these Terms from time to time with reasonable notice to you.
13. Our decision on all matters relating to EPP shall be final and no correspondence shall be entertained, save in the case of our gross negligence or wilful default.

CITI CORPORATE CARD (JOINT & SEVERAL/CARDMEMBER LIABILITY)* REWARDS PROGRAM

TERMS AND CONDITIONS

* This set of terms and conditions is only applicable to companies on Citi Corporate Card (Cardmember Liability) program and companies on Citi Corporate Card (Joint & Several Liability) program who have opted in for the Rewards Program at point of application.

1. DEFINITIONS

1.1 In these terms and conditions, unless the context otherwise requires:

"Bank" means Citibank Singapore Limited;

"Business Day" refers to any day on which banks are open for business in Singapore;

"Card" means a Citi Corporate Card (Joint & Several / Cardmember Liability) issued by the Bank at the Company's request and includes any renewal or replacement card;

"Card Account" means the account maintained with the Bank in respect of the Card;

"Cardholder" means a person to whom a Card is issued;

"Citi Rebate" means the cash rebate(s) that the Cardholder is entitled to receive at the participating Citi Rebate merchants for certain Retail Purchases made by the use of the Card and may extend to any Card transaction as determined by the Bank;

"Company" means the entity at whose request a Card is issued;

"Points" refers to Citi ThankYou Points or ThankYou Points earned on your Citi Corporate Card;

"Program" means the Citi Corporate Card (Joint & Several / Cardmember Liability) Rewards Program (which governs the earning of Points and Citi Rebate) and the Citi ThankYou Rewards Program (which governs the redemption of Points);

"Retail Purchase" means a purchase of any goods or services by the use of the Card and may, at the Bank's absolute discretion and without prior notice, include or exclude any Card transaction as may be determined by the Bank;

"Local Retail Purchase" means a Retail Purchase denominated in S\$;

"Overseas Retail Purchase" means a Retail Purchase denominated in a currency other than S\$;

"Reward" means any goods, services, benefits, arrangements or other privileges (including, without limitation, miles on participating airline frequent flyer programs, payment of annual Cardmembership fees or rebate), as may be determined by the Bank in its reasonable discretion, which may be redeemed or obtained by the use of Points under the Program; and S\$ means the lawful currency of the Republic of Singapore.

1.2 Unless the context otherwise requires, words and expressions respectively defined or construed in the Citi Corporate Card (Joint & Several / Cardmember Liability) Cardmember's Agreement shall have the same meanings when used or referred to herein; and words referring to the singular number shall include the plural number and vice versa.

2. PARTICIPATION

2.1 A Cardholder whose Card Account is in good standing, as determined by the Bank in its sole discretion, is entitled to participate in the Program as at the date of commencement of the Program or the date when the Card is issued to him/her, whichever is the earlier. Participation in the Program shall be governed by these terms and conditions and any amendments made hereto from time to time at the Bank's reasonable discretion with reasonable notice to the Cardholder.

2.2 If a Cardholder terminates his/her Card account, any unused Points shall be automatically cancelled.

2.3 If the Cardholder's Card account is terminated at any time for any reason, whether by the Cardholder or the Bank, the Cardholder will be disqualified from participating in the Program and all unused Points then accrued shall automatically be cancelled.

2.4 If the Company's Account is terminated at any time for any reason, whether by the Company, or the Bank, the Cardholder will be disqualified from participating in the Program and all unused Points then accrued shall automatically be cancelled.

3. ISSUANCE AND REDEMPTION OF POINTS

- 3.1 A Cardholder will receive, on a monthly basis, Points which will be credited to his/her Card Account at the rate of 1.00 Point for every S\$1 (or its equivalent in foreign currency) incurred on Local Retail Purchases and Overseas Retail Purchases charged to his/her Card Account.
- 3.2 Points shall be calculated on the amount of each Retail Purchase transaction and accumulated on a daily basis, rounded to the nearest Point. Any refunded Retail Purchases will not be accredited Points. Where Points have been credited to the Cardholder's Card Account and/or used before the Retail Purchase is refunded, the Bank will debit the Card Account for the credited Points. The Bank shall be entitled to debit such Points even if such debiting causes the Card Account to have a negative Points balance.
- 3.3 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.

- 3.4 There is a 1 year expiry date for Points.
- 3.5 Provided that the Card Account is in good standing as determined by the Bank and that there are sufficient Points, a Cardholder may select and redeem any one or more of the Rewards, based on the qualifying Point amount specified in the Citi Rewards catalog, via such redemption channel as the Bank may from time to time inform the Cardholder. The Cardholder agrees that the use of any channel will be governed by its applicable terms and conditions.
- 3.6 The accumulation and usage of Points shall be specified in the monthly statement of account. Unless expressly stated herein, Points are not transferable and not exchangeable for cash.
- 3.7 The Bank will take approximately seven (7) Business Days to process a redemption request.
- 3.8 A Cardholder who wishes to redeem his/her 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.

4. ISSUANCE AND REDEMPTION OF CITI REBATE

- 4.1 When a Cardholder charges their Retail Purchases (excluding e-commerce retail purchases/transactions) to his/her Card Account at a participating merchant, such Cardholder will be entitled to receive Citi Rebates 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 and/or the Bank. The list of Citi Rebate participating merchants is set out on www.citibank.com.sg/citirebate.

- 4.2 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 Cardholder 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 Cardholder's Card Account.
- 4.3 For the purposes of determining the amount of Retail Purchases on which Citi Rebate should accrue, 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 will be 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.
- 4.4 Cardholder may choose to accumulate the Citi Rebate over several Retail Purchase transactions or may redeem the Citi Rebate at 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 Cardholder's Card Account.
- 4.5 For the purposes of redemption of Citi Rebate, 1 Citi Rebate is equivalent to S\$1.
- 4.6 A Cardholder can check his/her available Citi Rebate balance in his/her Card at any time presenting his/her Card at any participating merchant or by calling the Citiphone hotline.
- 4.7 Citi Rebate earned by a Cardholder will be credited to the Cardholder's Card Account and may only be redeemed by the Cardholder in his/her subsequent Retail Purchase at any participating Citi Rebate merchant.
- 4.8 Citi Rebate is not transferable and not exchangeable for cash or credit.
- 4.9 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 reserves the right to amend the redemption channels from time to time without notice to you.
- 4.10 Any request for adjustment of Citi Rebate is subject to the Bank's approval at its reasonable discretion.
- 4.11 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 Cardholder should seek redress and direct any complaints or comments in respect of such goods and services to the respective participating Citi Rebate merchant.

5. OTHER CONDITIONS

- 5.1 The Bank may at any time vary, modify or amend the terms and conditions of the Program as it may, in its reasonable discretion, think fit, and the Cardholder shall be bound by such variations and amendments after such variations and amendments have been communicated to the Cardholder.
- 5.2 Any abuse or fraud in respect of the issuance of Points or redemption of Rewards (including any Points transfer to designated airlines' programmes), may result in the cancellation of accrued Points and any Rewards already issued.
- 5.3 Without prejudice to any of the Bank's rights and remedies, the Bank is entitled, at any time, in its reasonable discretion with reasonable notice, to terminate the Program or withdraw, cancel or invalidate any Reward and/or Points already issued.
- 5.4 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, its agents or any third party. 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.

- 5.5 The Cardholder hereby authorizes the Bank to disclose information regarding himself/herself and his/her Card Account(s) to such third parties as the Bank deems necessary for the purposes of the Program.
- 5.6 The Bank's records of all matters relating to this program are conclusive and binding on the Cardholder, save in the case of the Bank's manifest or clerical error. The Bank is entitled to, for any reason and at any time, with reasonable notice, suspend the calculation or accrual of Points and/or Citi Rebate, to rectify any errors in the calculation, or otherwise adjust such calculation.
- 5.7 The Bank's decision on all matters relating to the Program shall be final and binding on the Cardholder.
- 5.8 Any redemption of any Reward shall be governed by the Citi ThankYou Rewards Program Terms and Conditions as amended from time to time.

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