## **Citibank Online User Agreement**

## Updated as of Oct 2023

The Citibank Online User Agreement terms have been updated to include, amongst others, terms relating to Citi Mobile with enhanced security.

Please read carefully the Citibank Online User Agreement set out below which governs the access to Citibank Online services ("Services"). It includes disclaimers of liability, obligations to compensate and other important matters of interest to users generally.

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#### A. INTRODUCTION

1. Citibank Online Internet Banking ("Citibank Online") enables me to have remote and direct access to my account(s) with Citibank (including but not limited to savings, deposits, investment and secured/unsecured lending facilities) (the "Account(s)") or to effect certain financial transactions by electronic means via the use of personal computers, mobile phones or similar access devices (the "Customer's Terminal"), as may be allowed by you from time to time. Access is provided through the world wide web including through Citibank's mobile application. Accounts and Facilities provided by Citibank or its affiliates which I access through Citibank Online may be governed by separate agreements with you or your affiliates (as the case may be).

If I am not a Citibank account holder, you may, subject to such conditions as you consider necessary, permit me t

- 1.1. open an Account online; or
- 1.2. access certain Services offered, through Citibank Online as a "Guest".
- 2. I agree to the terms and conditions ("Terms") governing my use ("Use") of the Facilities provided on Citibank Online ("Facilities"). If I do not agree to the Terms, I will not be entitled to use the Facilities. In addition, my Use of the Facilities and the Account is governed by Citibank Singapore Global Consumer Banking Terms and Conditions, the applicable Account terms and conditions of Citibank and the specific terms and conditions in respect of the relevant service(s) and/or product(s). Unless otherwise stated, in the event of any inconsistency between the operational rules described in the Terms ("Operational Rules"), Citibank Singapore Global Consumer Banking Terms and Conditions of Citibank and the specific terms and conditions of Citibank and the specific terms and conditions of Citibank Singapore Global Consumer Banking Terms and Conditions, the applicable Account terms and conditions of Citibank and the specific terms and conditions of Citibank and the specific terms and conditions in respect of the relevant service(s) and/or product(s), these Operational Rules shall prevail. A copy of the Citibank Singapore Global Consumer Banking Terms and Conditions can be obtained athttp://www.citibank.com.sg/global\_docs/pdf/bank\_tnc.pdf. I may call CitiPhone Banking at (65) 6225-5225 or visit any of Citibank's branches to obtain the applicable Account terms and conditions of Citibank and the specific terms and conditions of Citibank's branches to obtain the applicable Account terms and conditions of Citibank and the specific terms and conditions in respect of the relevant service(s) and/or product(s).
- 3. I will have restricted access to certain Facilities offered through Citibank Online as a registered user ("**Registered User**") subject to the conditions, procedures and/or prompts set out in Citibank Online or as otherwise determined by you.
- 4. The defined terms used herein shall have the meanings ascribed to them as follows:
  - 4.1. **"ATM**" means an automated teller machine or card operated machine, whether belonging to you or other participating banks or financial institutions or to the Visa Global ATM Network, MasterCard Network or their affiliated networks, in respect of which you have a subsisting arrangement to allow me to use my Citibank ATM/Debit Card or Credit Card at such machine;
  - 4.2. **"ATM-PIN**" means the ATM Personal Identification Number of Citibank ATM/Debit Card or Credit Card which is required to utilise the ATM function of the Citibank ATM/Debit Card or Credit Card;
  - 4.3. "Business Day" means any day on which banks are open for business in Singapore but excludes Saturdays, Sundays and gazetted public holidays in Singapore;

- 4.4. **"Card Transactions**" means any transaction effected using my Citibank ATM/Debit Card or Credit Card, the CIN and/or the PIN, whether with or without my knowledge or authorization or authentication (including payment for any goods, services and/or benefits);
- 4.5. "**CIN**" means the Customer Identification Number as printed on the Citibank ATM/Debit Card or Credit Card, or such other number as you may from time to time authorize;
- 4.6. "Citi Mobile Token" means the security device that is inbuilt and linked to Citibank's mobile application downloaded on my Registered Citi Mobile Token Device that allows me to generate OTPs or TACs to login to Citibank Online to use the Services, or where Citi Mobile with enhanced security is relevant, the QR Recognition provided through Citi Mobile with enhanced security for use on Citibank Online;
- 4.7. "Citibank ATM/Debit Card" means the card which you issue to me that enables me to effect ATM transactions and/or Card Transactions and includes any card issued in renewal or replacement of such card;
- 4.8. "Citi Mobile with enhanced security" means Citibank's mobile application with enhanced security, designed to be used with a software token or log-in identifiers, and accessible through the use of Face Recognition Features or Fingerprint Recognition Features and/or Password.
- 4.9. **"Compatible Device**" shall mean a Customer's Terminal which meets or exceeds the requirements prescribed by you.
- 4.10. **"Compliance Obligation**" means your obligation to comply with applicable laws, regulations, subsidiary legislation, court orders, directives, guidelines, and/or the requirements of courts, regulatory authorities and government authorities (including the Monetary Authority of Singapore and the Office of Foreign Assets Control of the United States Department of the Treasury);
- 4.11. "Credit Card" means a Citibank Visa, MasterCard and/or Amex credit card issued by you as renewed and/or replaced, and if more than one card or if a supplementary card is issued, includes such other card(s);
- 4.12. **"Face Identification**" means each facial identification enrolled by a Face Recognition Feature on a Registered Biometrics Device.
- 4.13. **"Face Recognition Features**" means such third party face recognition features designated as such by you from time to time, and shall be deemed to include, unless otherwise notified by you, the face recognition feature of Apple's iOS which is designated by Apple as "*Face ID*" on Compatible Devices.
- 4.14. **"FAST**" means the electronic funds transfer service known as Fast and Secure Transfers;

- 4.15. **"FAST Transfers**" means the funds transfers effected via FAST which, subject to your internal processing requirements and observance of the Compliance Obligations, shall be almost instantaneous;
- 4.16. Before 15 Oct 2023: "**FAST Transfer Limits**" means (i) \$\$10,000 for each outgoing transaction, and (ii) \$\$20,000 and \$\$50,000 being the maximum aggregate outgoing transactions which I can originate in a day, for Citibanking and Citigold/Citigold Private Client customers respectively, or such other amounts as you may prescribe from time to time;

From 15 Oct 2023: "**FAST Transfer Limit**" means S\$200,000 being the maximum aggregate outgoing transactions which can originate in a calendar day or such lower amounts as you may prescribe from time to time;

- 4.17. **"Fingerprint**" means each fingerprint enrolled by a Fingerprint Recognition Feature on a Registered Biometrics Device.
- 4.18. **"Fingerprint Recognition Features**" means such third party fingerprint recognition features designated as such by you from time to time, and shall be deemed to include, unless otherwise notified by you, the fingerprint recognition feature of Apple's iOS which is designated by Apple as "*Touch ID*" and the fingerprint recognition feature of Android on Compatible Devices.
- 4.19. **"Log-In Credentials**" refers to my USER ID, Password, ATM-PIN, OTP, CIN, Unlock Code, TAC, Face Identification, Fingerprint and/or such other combination of alphabets and numbers as you may from time to time authorize which would allow me to access Citibank Online.
- 4.20. **"OSD**" means the Online Security Device, whether in the form of the Citi Mobile Token or a hard token, which you will provide to me upon my request for use (subject to conditions) to enable me to receive my OTP, generate an TAC, or to login to Citibank Online to use the Services;
- 4.21. "Malware" means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain my personal data or Log-In Credentials or any other information related to me for malicious or fraudulent purposes, including, without limitation, through Structured Query Language injections, cross site scripting, worms, Trojan horses, adware or spyware.
- 4.22. **"OTP**" means the one time use PIN which you will notify me of via SMS or OSD to enable me to login to Citibank Online to use the Services;
- 4.23. "Password" means a combination of alphabets and numbers which has been successfully created via Citibank Online, which when used together with a User ID, shall enable access to, and use of, Citibank Online, in accordance with any procedures and prompts set out in Citibank Online or as otherwise determined by you;

- 4.24. **"PayNow**" means the electronic funds transfer service known as PayNow which requires the linking of an identification number or a mobile phone number to a deposit account, a Ready Credit account or a credit card account maintained with you;
- 4.25. **"PayNow Transfers**" means the funds transfers effected via PayNow which, subject to your internal processing requirements and observance of the Compliance Obligations, shall be almost instantaneous;
- 4.26. Before 15 Oct 2023: "**PayNow Transfer Limit**" means S\$1,000 being the maximum aggregate outgoing transactions which I can originate in a day, or such other amounts as you may prescribe from time to time;

From 15 Oct 2023: "**PayNow Transfer Limit**" means S\$200,000 being the maximum aggregate outgoing transactions which I can originate in a calendar day or such lower amounts as you may prescribe from time to time;

- 4.27. **"PIN**" means the unique personal identification number which you shall provide to me or which I may select, to enable me to login to Citibank Online to use the Services or access the Citi Mobile Token;
- 4.28. "QR Recognition" means use of the camera of a Compatible Device to scan and capture a QR Code, which you may use to authenticate my identity, instructions and/or banking transactions;
- 4.29. **"Registered Biometrics Device**" means my mobile phone/tablet (which must be a Compatible Device) registered/enrolled with you for use in connection with Citibank Online in respect of my Account(s), which require use of Fingerprint Recognition Features or Face Recognition Features.
- 4.30. **"Registered Citi Mobile Token Device**" refers to my preferred mobile device on which I have registered my Citi Mobile Token;
- 4.31. **"SMS**" means short message service provided by my mobile phone service provider which you may utilise to notify me of my OTP;
- 4.32. "Transaction Authorisation Code" or "TAC" means the numeric code generated through my use of an OSD, which you may use to authenticate my identity, instructions and/or banking transactions;
- 4.33. **"Unlock Code**" means the 6 digit PIN set and used by me to protect my access to all the functions of my Citi Mobile Token;
- 4.34. "User ID" means a unique user name which has been successfully created via Citibank Online to be used together with a Password to enable my access to, and use of, Citibank Online, in accordance with any procedures and prompts set out in Citibank Online or as otherwise determined by you;

- 4.35. "You", "Your", "Yours" and "Citibank" refer to Citibank Singapore Limited;
- 4.36. "I", "Me", "My" and "Mine" refer to the person(s) who have one or more Account(s), and include (i) such authorised signatories of mine as appointed by me in the Account opening application or under any letter of authority or board resolution duly signed by me and received by you; and (ii) such persons (other than such authorised signatories) using my Log-In Credentials.

## **B. OPERATIONAL RULES**

# 1. ALERTS

- 1.1. This service allows me to request and receive specific and timely prompts (collectively, "Alerts", individually, an "Alert") in respect of certain information provided by you from time to time or where applicable, acknowledgement of certain instructions provided by me (such as registration or deactivation of the use of Fingerprint or Face Identification).
- 1.2. I may be notified of each Alert via email and/or mobile phone (supported by certain phone operators only) to an email address and mobile phone number as provided by me subject to the relevant terms and charges of my internet service provider or phone operator.
- 1.3. The Alerts service will be effective after you have successfully processed my request. The time for such processing will be determined by you at your reasonable discretion. I accept that each Alert may not be encrypted and may comprise my personal details and information pertaining to my Account(s).
- 1.4. I am fully aware that my receipt of an Alert may be delayed or prevented by factor(s) affecting the relevant internet service provider(s), phone operator(s), stock exchange(s), currency market(s) and such other entities. I accept that you neither guarantee the delivery, accuracy, security, nor confidentiality of the contents of an Alert. I am aware that I must promptly update you of any change to my email address and/or mobile phone number. You shall not be liable to me or anyone else for any losses or damages arising from the Alerts Service including but not limited to (a) a non-delivery, delayed delivery, wrong delivery or partial delivery of an Alert; (b) inaccurate content of an Alert; (c) access to the contents of an Alert by any unauthorised persons; or (d) my use or reliance on the content of an Alert for any purposes including investment and business purposes, except in the case of your gross negligence or wilful default.
- 1.5. You reserve the right to refuse or terminate any request by me for an Alert at any time provided that you inform me of the same. The information in respect of an Alert may be subject to certain time lags and/or delays. The features of an Alert will be varied by you at your reasonable discretion.

# 2. AMOUNT FOR ESTABLISING A TIME DEPOSIT AND UNFIXED TIME DEPOSIT

- 2.1. Subject to your approval, I can establish a Time Deposit with a minimum of S\$10,000 or its equivalent in other currencies. An Unfixed Time Deposit can be established with a minimum amount of S\$10,000 or its equivalent in other currencies.
- 2.2. If my Time Deposit and/or Unfixed Time Deposit are denominated in the same currency as my source account, I can establish the Time Deposit and/or Unfixed Time Deposit with an amount up to my available balance subject to your approval. If my Time Deposit and/or Unfixed Time Deposit is denominated in a different currency from my source account, I can establish the Time Deposit and/or Unfixed Time Deposit and/or Unfixed Time Deposit and/or Unfixed Time Deposit to your approval.

# 3. APPLYING FOR NEW OR ADDITIONAL ACCOUNTS AND FACILITIES

- 3.1. I may apply for the opening of an Account or Service, or ask to change an Account or Service, in electronic form through Citibank Online, in a manner which complies with your internal requirements. If I choose to do so, and after I have access to Citibank Online for purposes of effecting banking transactions, I shall upload a specimen of my signature through Citibank Online in accordance with the instructions set out in Citibank Online, and in this connection I further authorise you to collect and link that signature with the electronic application for the opening of an Account or Service or request to change an Account or Service submitted by me through Citibank Online in a manner which complies with your internal requirements.
- 3.2. I undertake, represent and warrant that such uploaded specimen signature in connection with any electronic application for the opening of an Account or Service or request to change an Account or Service submitted by me is a true and accurate specimen of my signature, whether or not such uploaded signature was actually uploaded by me and whether or not such uploaded signature is actually mine. Provided that each such uploaded signature is made available to you through Citibank Online in accordance with the instructions set out in Citibank Online and you have verified my identity to your satisfaction, you are authorised to treat such signature in electronic form, and such signature shall be deemed to be, as equivalent to my signature in hard copy, for all intents and purposes, whether or not such signature in electronic form has been prepared or affixed by me.
- 3.3. I agree that all records of applications for the opening of an Account or requests to change an Account or Service through Citibank Online as maintained in electronic form by you or on your behalf, upon which any signature(s) have been affixed and which fulfill your internal requirements, shall be deemed to be valid, accurate and authentic, and given the same effect as, written and signed documentary communications between you and me in hard copy, and that all such electronic records are valid, accurate, legally effective, authentic and enforceable. I further agree that I shall not dispute the validity, accuracy, legal effectiveness or authenticity or enforceability of any evidence of any such electronic records, including such evidence in the form of your computer records, transaction logs, magnetic tapes, cartridges, computer printouts, copies, or any other form of electronic information storage,

and that such electronic records shall be final and conclusive of the information and my agreement, instruction or intention of any relevant matter as set out in the electronic records, save in the case of manifest or clerical error.

- 3.4. I agree and consent that you may take steps to verify my identity and my agreement, instruction or intention of any relevant matter as set out in such electronic records through methods and measures which fulfill your internal requirements, and I agree to provide you with any information and documents that you may request from time to time for the purposes of such verification. I agree that the measures taken by you to verify my identity and to indicate my agreement, instruction or intention of any relevant matter as set out in such electronic records which fulfill your internal requirements are reliable as appropriate for the purpose for which such electronic records were generated or communicated, and I agree not to dispute or challenge such measures or require you to take any further measures.
- 3.5. I further agree that approval of any such application for an Account or Service or request to change an Account or Service is purely based on your discretion.
- 3.6. I am aware that you or any third party may take civil and/or criminal action against me if I provide any false, inaccurate or misleading information (including providing a false signature or a signature of any third party) when submitting an electronic application for the opening of an Account or Service or request to change an Account or Service through Citibank Online.

## 4. FLEXI GIRO

- 4.1. FlexiGiro allows me to request you to debit specified sums of money from my specified Account(s) to settle payment of any bill(s) in respect of any Credit Card(s) on the relevant due date(s). FlexiGiro is available to all Citibank credit cardmembers save for Citibank US Dollar credit cardmembers. All applications for FlexiGiro are subject to your approval.
- 4.2. Upon your approval of my application for FlexiGiro, each debit payment in respect of the relevant Citibank credit card will be approved after the relevant processing time as determined by you, subject to (a) all specified information as required by you being furnished by me; and (b) your approval.

## 5. DIRECT DEBIT

- 5.1. If I am a Citibank accountholder, I understand that you would from time to time be identifying websites where I may make acquisitions of products and/or Facilities by making payments for the same through Citibank Online.
- 5.2. I understand and agree that the list of websites in respect of which I can utilise this Service will be displayed on the Citibank web site (www.citibank.com.sg) from time to time.

- 5.3. I agree that I shall update myself as to the websites available prior to making any acquisition on any web site.
- 5.4. I shall ensure that upon placing the order with the merchants on the applicable websites, I will note all the details of the orders placed accurately, including without limitation the customer order number and price payable.
- 5.5. I agree and confirm that all orders placed by me on such websites are orders between me, and the merchant supplying the products and/or Facilities. You shall not at any time be deemed to be a supplier of the products and/or Facilities or a party to such contract at any time whatsoever.
- 5.6. I agree and confirm that you are merely providing a facility for making payments for the orders placed by me on such websites and are not in any manner associated with or part of the contract for the purchase or sale of the products and/or Facilities. I hereby specifically agree and acknowledge that I shall make all such independent inquiries as I may deem fit in respect of the products and/or Facilities offered by the merchants on the applicable websites.
- 5.7. I hereby confirm that I am not placing the order with the merchants on the applicable websites based on any representation or statement made by you or any affiliate or subsidiary of Citigroup Inc. and if I shall place any order on the designated websites, I do it out of my own volition and shall not in any manner hold you or any affiliate or subsidiary of Citigroup Inc. responsible for any deficiency, defect or incomplete products and/or Facilities.
- 5.8. I agree that I shall provide payment instructions solely and exclusively on the Citibank web site (www.citibank.com.sg) or such other web site as may be designated by you from time to time in writing. I understand the risks associated with providing any payment instructions on websites which are not designated by you (such as the risk of theft of my Log-In Credentials) and confirm that you shall not be responsible for any loss, damage, expense or cost whatsoever arising out of or in connection with such access to or any transaction effected on any of these non-designated websites except in the case of your gross negligence or wilful default.
- 5.9. I shall ensure that I will not in any manner release any confidential data, including my Log-In Credentials to the merchant during my access to the various websites and I shall compensate you for any loss you suffer as a result of my use of such merchant web site.
- 5.10. I shall ensure that while giving any payment instructions, I am on the Citibank web site, www.citibank.com.sg (or such other web site as may be identified by you from time to time).
  I shall particularly take care to ensure that each letter of the words forming part of the name of the Citibank website is correctly typed in.
- 5.11. I understand and agree that you shall not be responsible for any errors caused in respect thereof. I shall not give any confidential data including my Log-In Credentials if I am on an incorrect site and I shall give payment instructions only after I have ensured that I am on the correct Citibank web site. While communicating the payment instructions to you, I shall provide you with such details as you may require, including without limitation order details,

details in respect of the web site on which the purchase order was placed and the relevant customer order number. I shall compensate you for any loss resulting from any inaccurate information given to you.

- 5.12. I confirm that you shall not be required to make any independent verification in this regard and you shall be entitled to rely on the details as typed in by me.
- 5.13. I confirm that by virtue of requiring you to make any payment in respect of the products and/or Facilities acquired by me from a designated merchant, I shall not hold you responsible for any delay in delivery, non-delivery or defective, deficient or unsatisfactory products and/or Facilities and I confirm that I shall not associate you with the merchants for any purpose whatsoever. I further confirm that you shall not be responsible for the quality or merchantability of the products and/or Facilities purchased.
- 5.14. I understand that you shall not be responsible for any loss I suffer as a result of any acquisition from any designated merchant and my only cause of action in respect of loss shall be solely against the designated merchant. I shall not hold you or any affiliate or subsidiary of Citigroup Inc. responsible for my inability to make a recovery for any loss.
- 5.15. I confirm that you may refuse to honour my instructions to transfer funds to the designated merchant in such circumstances as you may deem fit in your reasonable discretion. I also confirm and agree that I shall not hold you responsible for any failure to process payment instructions by reason of the failure of the Direct Debit service or any other technical failure or any other reason whatsoever except in the case of your gross negligence or wilful default.
- 5.16. I confirm that you shall not be responsible in the event of a designated merchant failing to refund any moneys on my request and my sole and exclusive recourse shall be against the designated merchant.
- 5.17. I confirm that in the event of any dispute with the designated merchant, I shall not make you a party to the dispute.
- 5.18. I confirm that you may at any time after giving notice to me alter the terms and conditions relating to the Direct Debit service in particular the mode and the manner of making payments and I shall be bound by all such amendments provided such amendments have been communicated to me.
- 5.19. I am aware that you may at your discretion discontinue the Direct Debit service offered in respect of a particular site even after I have placed an order and in such event you may refuse to make payment for products and/or Facilities acquired from such site.
- 5.20. I shall ensure that I update myself on a regular basis as to the details of the websites on which the Direct Debit service may be utilised and shall not require you to make any payments for products and/or Facilities acquired from websites other than the websites identified (and as may be modified from time to time) by you.

- 5.21. I agree that you may place limits from time to time on: (a) the number of transactions that I may enter into during a particular period; and (b) the aggregate amount of payments that I may make on transactions during a particular period.
- 5.22. I hereby agree to abide by and with all limits that may be placed by you from time to time. I shall not hold you responsible for reasonably refusing to honour any of my instructions whether in violation of the said limits placed by you, or otherwise.
- 5.23. I agree that in the event of any misuse of my Log-In Credentials or any purported or fraudulent use of my Account, including instances whereby online fraud is perpetrated by way of any Malware to subvert any authentication process put in place by you, I shall not hold you liable for any loss suffered by me except in the case of your gross negligence or wilful default.

## 6. MARKET DATA AND OTHER THIRD PARTY INFORMATION

- 6.1 You may provide me with access to market data through various securities markets, such as the New York Stock Exchange Inc, The American Stock Exchange LLC, Nasdaq Stock Market, Inc., Options Price Reporting Authority and other entities that make market data available or assist in the process ("**Other Third Party Information Providers**"). In this context, the term "market data" includes last sale prices, bids, offers, and information related to those prices, bids and offers. By requesting for market data through Citibank Online, I agree that:
  - i. Other Third Party Information Providers own the proprietary rights to the market data, which they supply;
  - ii. you or any affiliate or subsidiary of Citigroup Inc., and/or any Other Third Party Information Providers shall not be liable to me or to any other person for any loss or damage I or such other person may suffer which arise from inaccuracies, errors, omissions, delays, interruptions, non-performance or any other reason caused by the Other Third Party Information Providers, or you or any affiliate or subsidiary of Citigroup Inc., except in the case of your gross negligence or wilful default;
  - iii. you or any affiliate or subsidiary of Citigroup Inc., and/or any Other Third Party Information Providers shall not be held liable for any discontinuance in the provision of market data or for any change in the manner of distribution of market data for any reason, except in the case of your gross negligence or wilful default;
  - iv. market data is made available solely for my personal and lawful use, and I am prohibited from furnishing such information to any other person or entity for any reason whatsoever; and
  - v. at any time, you may terminate my access to any or all market data. At any time, any of the Other Third Party Information Providers may terminate my authorisation to receive market data. I will compensate you and/or any Other Third Parties Information Providers

for any reasonably incurred losses, damages, costs and/or expenses due to my non-compliance with the Terms.

- 6.2 From time to time, you may through Citibank Online give me access to third party information, including news, company reports and other data. As with all market data, news and other third party information provided to me by you, whether through Facilities or otherwise (directly or indirectly through an authorised third party information provider), I acknowledge that the information is for my personal and lawful use only and that I will not re-transmit or re-publish it in any form or medium. I acknowledge that while the data provided to me is obtained from sources believed to be reliable, such data is provided solely on a best efforts basis for my convenience and that no guarantees are made by you, any affiliate or subsidiary of Citigroup Inc. or any Other Third Party Information Providers as to the accuracy, completeness, timeliness or correct sequencing of such data.
- 6.3 I acknowledge that while access to investment information or opinions of third parties may be available through Citibank Online, such recommendations or opinions are not yours and are not endorsed by any party. The provision of such information is for my general use only and does not constitute a recommendation or solicitation to purchase or sell any security or make any other type of investment or investment decision. In addition, such information is not intended to provide tax, legal or investment advice. Neither you, any affiliate or subsidiary of Citigroup Inc., nor the Other Third Party Information Providers advise or offer any opinion with respect to the suitability of any particular investment or strategy or the suitability of any information source. I agree not to hold you, any affiliate or subsidiary of Citigroup Inc., or the Other Third Party Information Providers liable for any investment decision I may make based on my reliance on or use of such data, or any liability that may arise due to delays or interruptions in the delivery of such data for any reason.
- 6.4 There is no warranty of merchantability, no warranty of fitness for a particular use, and no warranty of non-infringement. There is no warranty of any kind, express or implied, regarding information received by me via Citibank Online.
- 6.5 Third party information has been prepared as of the date(s) indicated and may become unreliable because of subsequent changes in market or economic circumstances. Neither you, nor the Other Third Party Information Providers is under any obligation to update such information or continue to offer such information.

## **Trademarks and Copyrights**

Third party information is the property of the Other Third Party Information Providers or their licensors and is protected by applicable intellectual property law. I agree to use the third party information only in the manner contemplated hereafter and I agree not to reproduce, re-transmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the third party information in any manner without the express written consent of such Other Third Party Information Providers.

#### **Dow Jones**

The Dow Jones Indexes<sup>SM</sup> are compiled, calculated and distributed by Dow Jones & Company, Inc. and have been licensed for use. All contents are from The Dow Jones Indexes<sup>SM</sup> 2000 Dow Jones & Company, Inc.

#### Hong Kong Stock Exchange

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## Hong Kong Market Stocks

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## **U.S. Market Stocks**

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#### Singapore Market Stocks

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#### **Interactive Data Information**

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Delayed Charts and indices provided are delayed up to 20 minutes.

# 7. OBTAINING ACCOUNT BALANCE AND TRANSACTION HISTORY

I can use Citibank Online to access the balance and transaction history on such of my Account(s) for which you avail this service. The Account(s) summary balance will be shown in the Singapore dollar equivalent, and the exchange rates used for calculating the Singapore dollar equivalent for my foreign currency Account(s) are indicative only. If I am an offshore customer under your International Personal Banking, my foreign currency Account(s) summary balance will be shown in the US Dollars equivalent, and the exchange rates used for calculating such US Dollars equivalent for my foreign currency Account(s) are indicative only.

# 8. CITIBANK ONLINE ELECTRONIC STATEMENT FACILITY AND CITIBANK ONLINE ELECTRONIC ADVICE FACILITY

8.1 I agree that by using the Citibank Online Electronic Statement Facility ("eStatement Facility") and Electronic Advice Facility ("eAdvice Facility"), I accept and agree to be bound by all the terms and conditions governing these Facilities ("Facilities"), including without limitation the following paragraphs and to pay any fee associated with the use of the Facilities. I shall abide by all laws, rules, regulations and official issuances applicable to the Facilities, now existing or which may hereinafter be enacted, issued or enforced under any jurisdiction, as well as such other terms and conditions governing the use of other facilities, benefits or Facilities you may from time to time make available to me in connection with the Facilities.

I understand that:

- (i) the eStatement Facility allows me to receive monthly statements of my Account(s) ("**Statements**") online on such date as determined by you via Citibank Online or my email address as well as allow me to transmit instructions relating to the eStatement Facility.
- (ii) the eAdvice Facility allows me to receive advices, notifications and communications in connection with my Account(s) ("Advices") from time to time via Citibank Online or through my email address.

I agree that the date of delivery for:

(i) my Statements shall be deemed to be the date on which the electronic form of my Statements is made available on Citibank Online; and

- (ii) my Advices shall be deemed to be the date on which the electronic form of my Advices is made available on Citibank Online.
- 8.2 I agree that you reserve the right to impose such fee(s) for the use of the Facilities, from time to time at your absolute discretion without my prior consent.
- 8.3 I agree that you have the absolute discretion on whether to avail any Facility to me. Further, you have the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the Facilities, without giving any reason and in the event of such modification, restriction, withdrawal, cancellation, suspension or discontinuation of the Facilities, you may revert to sending the Statements and Advices in paper format to my mailing address as set out in your records or as may be permitted by the terms and conditions governing my Accounts. I further understand that by using a Facility after any change has been effected, I am deemed to have agreed to such modification or change.
- 8.4 To enrol for the use of the Facilities, I shall provide an email address to you.
- 8.5 I represent that I am the registered owner on record of the email address that I have provided to you or that I am authorised by the registered owner of the email address to use the same.
- 8.6 I agree that I will promptly advise you of any changes to my email address.
- 8.7 I acknowledge that where the electronic form of a Statement / Advices is sent to my email address as set out in your records, such Statement or Advice can only be accessed and viewed using a password ("**Statement Password**").
- 8.8 I agree that I am responsible for keeping the Statement Password confidential, I shall not reveal the Statement Password to any unauthorised party and shall take all steps to prevent discovery of the Password by any unauthorised party. In the event that the Statement Password is disclosed or discovered by any unauthorised party, I shall immediately change the Statement Password. You shall not be liable for any losses, damages, expenses or costs whatsoever arising out of or in connection with the unauthorised use of the Statement Password, including the disclosure to any person of any of information relating to me and/or my Account(s).
- 8.9 Upon my enrollment to the eStatement Facility or the eAdvice Facility, the paper form of Statements or, as the case may be, Advices will cease to be delivered to me on such date as may be determined by you.
- 8.10 Cancellation of use of any Facility may be effected by me or you. You reserve your right to reject or cancel my enrollment in any Facility. You shall, prior to canceling my enrollment give notice of such cancellation through electronic or paper document, sent to me at my email address or mailing address as set out in your records, and such notice shall be effective notwithstanding that such notice is returned to you as undeliverable.

- 8.11 Upon cancellation of the eStatement Facility or the eAdvice Facility, the paper form of my Statements or, as the case may be, Advices, will, unless the terms and conditions governing my Account(s) stipulate otherwise, be sent to my mailing address as set out in your records on such date as may be decided by you in your absolute discretion. Provided that if my enrollment to theeStatement Facility or the eAdvice Facility is cancelled by me, you shall use reasonable endeavours to generate and send the paper form of my Statements or, as the case may be, Advices to my mailing address as set out in your records only after receipt of my notice of cancellation, on such date as may be decided by you in your absolute discretion.
- 8.12 I agree that you shall not be liable if I am unable to gain access to any Facility / eAdvices Facility. I understand that while the Facilities are available to me, 24 hours a day once effected, some or all of the Facilities thereon may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or other causes beyond your control.
- 8.13 I agree that you shall use reasonable effort to ensure that the Facilities are secure and cannot be accessed by unauthorised third parties. However, I acknowledge that you do not warrant the timeliness, security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction in connection with my access or use of any Facility and will not hold you responsible for any losses suffered by me as a result thereof.

Each Facility uses software which may be proprietary to you, any affiliate or subsidiary of Citigroup Inc. and/or other software suppliers.

- 8.14 I agree that you have granted me a non-exclusive license to use this software in connection with the Facilities which allows me to use such software only for its intended and lawful purposes. I agree that I shall not disassemble, decompile, copy, modify, or reverse engineer any such software or allow or assist anyone else to do so whether directly or indirectly.
- 8.15 I agree to examine and view online the Statements and Advices in a timely and prompt manner. If there is delay or failure in the delivery of the electronic form of any Statement or Advice, I agree to contact your CitiPhone Banking at (65) 6225-5225.

I further agree that in the event of any error appearing in any Statement or Advice, I shall promptly notify you of the said error by sending you a secured message via Citibank Online Secure Email or calling your seCitiPhone Banking at (65) 6225-5225. If no error is reported to you by the aforesaid means within the time period as stipulated in the Statement or Advice or in the terms and conditions governing the relevant Account, I agree that the content of such Statement or Advice shall be deemed to be true and correct.

- 8.16 I agree that all my online communications, including requests or reports on any error in my Statements or Advices, will be sent online to you and shall contain the following information:
  (a) my name and the relevant account number and (b) details of the error.
- 8.17 However, I shall not hold you responsible if any of my online communication is not received by you, or in a form readily understood by you so that you may act on it. Further, I shall

indemnify you for any losses or expenses you may suffer arising from my accessing or using any Facility.

## 9. SECURE EMAIL

- 9.1 All instructions via email received by you shall be attended to at your reasonable discretion by the next Business Day or such other day as you may at your reasonable discretion determine.
- 9.2 I agree that proof of any transmission via Citibank Online shall not constitute proof of receipt thereof by you.

## **10. TRANSACTION RECORDED IN MONTHLY STATEMENT**

You will not print or issue any advice or confirmation for any transaction conducted via Citibank Online, although such transaction will be recorded in the monthly statements issued to me by you. I may generate a print-out of such transaction from the Customer's Terminal. I agree to examine these monthly statements and if there are any errors, I shall promptly notify you by sending you an email via your web site at citibank.com.sg or calling your 24-Hour CitiPhone Banking at (65) 6225-5225. If no error is reported within the period as specified in the applicable Account terms and conditions, the monthly statement is deemed to be true and correct, save in the case of your manifest or clerical error.

#### **11. PAYMENTS & TRANSFERS**

Payments & Transfers Facilities allows me to transfer funds or pay bills through Citibank Online. I can use the following Facilities, as may be allowed by you from time to time:-

- Transfer Funds Between my Citibank Account(s)
- Transfer Funds to Another Citibank Customer's Account(s)
- Transfer Funds or Pay to Another Individual/Organisation in Singapore which are non-Citibank Customers- Transfer Funds from My Bank Accounts In Another Bank (Inbound Funds Transfer (IFT))
- · Transfer Money To Any Account Abroad
- Transfer Funds To Another Citibank Account Abroad (Citibank Global Transfer)
- Pay My Bills
- · Set Up a Standing Order
- · See, Change or Cancel a Standing Order

- FAST Transfers
- PayNow Transfers
- · Add a New Payee
- · See or Delete a Payee
- 11.1 When using Payment & Transfer Facilities, I am responsible for ensuring the accuracy and completeness of all account numbers contained in my instructions.
- 11.2 You will process my payment and/or transfer instructions given on any day by the next Business Day unless otherwise specified by you.
- 11.3 You shall not be obliged to carry out any payment or transfer instructions unless and until my Account(s) with you and/or overdraft has sufficient funds or credit to effect the relevant payment or transfer. Funds for payment or transfer instructions will be withdrawn from my Account(s) by the next Business Day or such other day as you may at your reasonable discretion determine, where applicable.
- 11.4 I accept that you cannot guarantee the time at which the receiving banks or billing organisations will credit the account(s) of my payees. To avoid incurring a finance charge or other charge, I must initiate a payment or transfer instruction sufficiently in advance of the due date of my payment.
- 11.5 Payment or transfer instructions effected after the security verification process prescribed by you from time to time shall be deemed irrevocable and binding on me upon submission, whether or not authorised by me, and regardless of any subversion of any authentication process put in place by you. You are not obliged to cancel or amend any payment and transfer instructions submitted. If you agree to my request for any amendment or cancellation of my prior instructions, you shall be entitled to a reasonable period of time to execute my request and shall have no liability to me if such amendment or cancellation is not effected in time or could not be made. You shall not be taken to have received or to have been notified of any countermand of instructions until you inform me in writing that the countermand has been received or you have taken action on my request, whichever is earlier.
- 11.6 Unless otherwise specified by you, there is no limit to the number of payments and transfers I can make in any one Business Day. FAST Transfer Limits apply in the case of FAST Transfers. The PayNow Transfer Limit applies in the case of PayNow Transfers. I can transfer or pay any amount to several payees (including any Citibank customer who is not on my list of payees), up to such amount prescribed by you from time to time. You may at your reasonable discretion and from time to time revise such transfer limits or impose additional conditions, with reasonable notice to me.
- 11.7 If I wish to transfer funds from any Account(s) and you have placed a hold in respect of such funds, I can only transfer such funds from such Account(s) after the expiry of the hold period.

- 11.8 I accept that you may at your sole discretion credit the account(s) of the relevant payee(s) or issue a cheque or cashier's order to such payee(s) pursuant to the relevant payment or transfer instruction. I acknowledge that you are not responsible for any interruptions, errors, omissions or delays in the issue or remittance of such cheque or cashier's order howsoever arising (except in the case of your gross negligence or wilful default), and you are entitled to debit the full amount of such cheque or cashier's order so issued.
- 11.9 You shall not be responsible for any charges imposed or any other action taken by a payee including but not limited to any of the following situations:
  - a) I do not have sufficient funds in my Account(s) to make a bill payment or transfer;
  - b) an order of court directs you to prohibit withdrawals from my Account(s);
  - c) my Account(s) is/are closed or my Account(s) (or any funds therein) has/have been put on hold;
  - d) the transfer or bill payment will cause my Account(s) balance to go over the credit limit for any credit arrangement set up to cover overdrafts;
  - e) I have not provided you with complete and correct payment information, including without limitation the name, address, account(s) number, cardholder's number and payment amounts for the payee on a bill payment;
  - f) I did not use Citibank Online correctly;
  - g) your observance of the Compliance Obligations;
  - h) any payment or transfer instruction effected in subversion of any authentication process put in place by you, such as by means of any Malware; or
  - i) circumstances beyond your reasonable control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the bill payment or transfer, despite reasonable precautions taken by you.
- 11.10 You reserve the right to refuse or terminate my use of the Payments & Transfers service at any time after giving reasonable notice. I will compensate you against any loss which you reasonably incur as a result of my act or omission in relation to or arising out of my use of the Payments & Transfers service.
- 11.11 Pursuant to the Inbound Funds Transfer Facility ("**IFT Facility**"), I may give instruction to pay any amount owing to you by authorising any bank/finance company to debit my account maintained with such bank/finance company or by the Payor (hereinafter defined) authorising any bank/finance company to debit its account maintained with such bank/finance company and having the same credited to you and/or my Account or such other account as directed by me. "Payor" means me (if I nominate the bank/finance company account from which specified sums will be debited from) or the person who nominates the

bank/finance company account from which specified sums (as determined by me) will be debited from and having the same credited to you and/or into my Account or such other account as directed by me.

- 11.12 You will not be liable to me and/or to the Payor (as the case may be) for any delay, mistake, neglect or omission in the receipt of or transmission of any payment under or arising out of the IFT Facility or non-transmission of information or data (in whole or in part) through Citibank Online and/or your telephone banking service ("**TBS**") or such other means as permitted by you, except in the case of your gross negligence or wilful default.
- 11.13 You will not be liable to me and/or to the Payor (as the case may be) if you are unable to perform your obligations under the IFT Facility due to any reason whatsoever other than where you are grossly negligent or in wilful default.
- 11.14 You may use any agent, contractor or correspondent as you may reasonably deem fit to carry out or procure any of the matters or transaction under the IFT Facility and you will not be liable for any act, omission or neglect or wilful default of such agent, contractor and/or correspondent
- 11.15 You will not be liable for any loss, damage, cost or expense which I and/or the Payor and/or any other person (as the case may be) may suffer or incur in connection with the IFT Facility or in connection with or as a result of your acting, or not acting, (on my, or the Payor's (as the case may be), actual or purported instructions via TBS or Citibank Online or such other means as permitted by you or otherwise howsoever caused, including but not limited to any loss or damage arising from the application and/or use of funds by you as directed by me or any loss of damage, cost or expense which I and/or the Payor and/or any other person (as the case may be) may suffer or incur in connection with or arising out of the IFT Facility, except in the case of your gross negligence or wilful default.
- 11.16 Payments & Transfers instructions are made entirely at my own risk and without prejudice or limitation to the aforesaid, you will not be responsible for any losses, damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) suffered by me or any third party arising from your acting or not acting on any such instruction for any reason whatsoever, except in the case of your gross negligence or wilful default.
- 11.17 You may in good faith regard any instructions received by you which are referable to my Log-In Credentials and/or such other identification number or security device as you may from time to time issue to us as authentic and duly authorised, whether or not actually authorised by me, and regardless of any subversion of any authentication process put in place by you, and shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the instructions or to verify the accuracy and completeness thereof. The Instructions shall be deemed to be irrevocable and binding on me notwithstanding any conflict or inconsistency with any other prior instructions given by me to you or any error, lack of clarity or misunderstanding in any instructions received by you, provided that the instructions were provided in the prescribed verification procedure prevailing at the time.

- 11.18 I shall pay any goods and Facilities tax or any other taxes, levies or charges whatsoever now or hereafter imposed by law or required to be paid in respect of any transaction in connection with the Payment & Transfer Facilities and I shall compensate you for any payment of such taxes made by you (if any) my behalf.
- 11.19 I agree that you may disclose any information whatsoever regarding me and/or my Account(s) t
  - a) any of your branches (wheresoever situate), your agents, servants, correspondents, independent contractors and/or associates;
  - b) any bank or financial institution;
  - c) any person or organization providing any service to your customers, whether within or outside Singapore for the purpose of providing the said service including but not limited to investigating discrepancies, errors or claims;
  - d) the police, regulators of competent jurisdiction or any public officer conducting investigations in connection with any offence or alleged offence;
  - e) banks, financial institutions or credit reference agents for the purpose of assessing my creditworthiness; and
  - f) any person (whether or not related to you) for purposes of that person or entity marketing any product or service to me, whether by electronic means or otherwise.
- 11.20 You reserve the right to refuse or terminate my use of the Payments & Transfers service at any time after giving reasonable notice. I will compensate you for any loss which you and/or your affiliates may incur as a result of my act or omission in relation to or arising out of my use of the Facilities.
- 11.21 I agree that you shall not be liable for any losses or damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity) that I may incur due to the negligence, act or omission of any third party you engage to provide the Facilities, except in the case of your gross negligence or wilful default. I agree that for the avoidance of doubt, you shall not be liable to me for any losses or damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) arising out of or in connection with the disclosure to any person of any information whatsoever regarding me, the Account(s) arising in any way as a result of or from or in connection with the my neglect or failure to keep the Log-In Credentials confidential or my use of the Facilities, except in the case of your gross negligence or wilful default.
- 11.22 In the event that you are rendered wholly or partly unable to observe or perform under these Terms by reason of causes beyond your control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood,

explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, Compliance Obligations, or by any other causes which you cannot reasonably be expected to avoid, the performance of your obligations as they are affected by such causes shall be excused for the continuance of such causes. You shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.

- 11.23 You shall not be liable for any loss or damage that I may incur due to the fraud, negligence, default, act or omission of any third party.
- 11.24 Your liability arising for any reasons whatsoever shall be limited to and shall not under any circumstances exceed the sum equivalent to your charges for the payments and transfers Facilities.
- 11.25 I shall compensate you for any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on a reasonable basis) whatsoever and howsoever caused that may arise or be reasonably incurred by you or any other party affiliated with you in connection with your provision of the Payments & Transfers Facilities.
- 11.26 Unless otherwise notified by you to me in writing, instructions given under Payments & Transfer Facilities cannot be revoked once submitted.

## **12. TRANSACTING ON PREMIUM ACCOUNT ONLINE**

- 12.1 Instructions on establishment and redemption of Premium Accounts can be made online. However, certain transactions relating to specific Premium Accounts may not be executed online, including Premium Accounts with single or double barriers of Premium Accounts with non-currency financial instruments as the base or alternate financial instrument. I am aware that the spot prices, strike rates and interest rates offered online may or may not differ from those quoted by Citibank's sales advisers at the branches or through phone calls.
- 12.2 Premium Accounts that are successfully established online will be valued two business days after the transaction date of the establishment. I understand that Citibank is not liable for any transaction not successfully executed due to disruption in this service regardless of the cause of disruption. Should there be any duplicate transactions executed due to disruption in this service, I am aware that any loss or charges that arise from reversing the transaction will be borne by me.

## 13. UNIT TRUSTS: BUY/SELL/SWITCH/ACCOUNT OPENING

- 13.1 This Service allows me to (a) buy Unit Trust(s) (b) sell Unit Trust(s); (c) switch certain Unit Trust(s) for other Unit Trust(s); and/or (d) open investment accounts if I have a Maxisave or checking account with you.
- 13.2 I accept that it is my sole responsibility to read and understand the terms of the prospectus in respect of the relevant Unit Trust(s). I acknowledge that you have not provided and I have not relied on any advice or representation made by Citibank and/or its sales advisers to effect

my Unit Trust transaction. I accept that you do not warrant or represent the accuracy of any information provided by the relevant issuer(s) and/or manager(s) of Unit Trust(s). I further accept sole responsibility for any losses or damages incurred resulting from my offer of any purchase, sale and/or switch of Unit Trust(s) requested by me via Citibank Online.

- 13.3 Before I place any request to buy any Unit Trust(s), I shall ensure that there are sufficient funds in my Account(s). You will require, at your reasonable discretion, (a) a minimum investment amount for each request to buy; (b) a minimum holding for redemption for each order to sell; and (c) a minimum holding for each order to switch. All orders are subject to such commission and fees as may be imposed and notified by you at your reasonable discretion.
- 13.4 I agree and acknowledge that the investments in the Account are held at my sole risk and that Citibank, Citibank N.A., Citigroup, Inc. and their affiliated companies shall not be liable for any damage, loss or diminution to such investments or any unavailability of funds in respect of such investment in the Account.
- 13.5 You may provide indicative prices and market values at your sole discretion. Although I may specify (a) the amount I am willing to invest in respect of a request to buy or sell; and/or (b) the number of Unit Trust(s) I am willing to switch in respect of an order to switch, the execution of such order(s) (including the actual number of Unit Trust(s)) will be determined in accordance with the terms of the relevant prospectus and subject to the acceptance by the relevant Unit Trust issuer(s) and/or fund manager(s).
- 13.6 I agree that you shall not be liable for any losses or damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss opportunity) that I may incur due to the negligence, act or omission of any third party you engage to provide the Facilities, except in the case of your gross negligence or wilful default. I agree that for the avoidance of doubt, you shall not be liable to me for any losses or damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) arising out of or in connection with the disclosure to any person of any information whatsoever regarding me, the Account(s) arising in any way as a result of or from or in connection with the my neglect or failure to keep my Log-In Credentials confidential or my use of the Facilities, except in the case of your gross negligence or wilful default.
- 13.7 All investments are not deposits or other obligations of, or guaranteed or insured by Citibank, Citibank N.A., Citigroup Inc., or their affiliates and are subject to investment risks including the possible loss of the principal amount invested. All Unit Trust(s) are not available to (a) any citizen or national of the United States of America or (b) any person below the age of 21 years.
- 13.8 Investment products are not bank deposits or obligations of or guaranteed by Citibank Singapore Limited, Citigroup, Inc or any of their affiliates or subsidiaries, and are subject to investment risks, including the possible loss of the principal amount invested. Past performance is not indicative of future results, prices can go up or down. Investors investing in investment and/or treasury products denominated in non-local currency should be aware

of the risks of exchange rate fluctuations that may cause a loss of principal when foreign currency is converted back to the investors' home currency. This document/communication/presentation does not constitute the distribution of any information or the making of any offer of solicitation by anyone in any jurisdiction in which such distribution or offer is not authorised or to any person to whom it is unlawful to distribute such document or to make any offer or solicitation

- 13.9 Investment and treasury products are not deposits, are not subject to the provision of the Deposit Insurance Act and Policy Owners' Protection Schemes Act 2011 of Singapore and are not eligible for deposit insurance coverage under the Deposit Insurance Scheme. Investment and/or treasury products are not available to U.S. persons and may not be available in all jurisdictions. All applications for units in the unit trusts must be made on the application forms accompanying the prospectus, which are available at all branches of Citibank Singapore Limited. Investors should read the prospectus before deciding whether to invest in unit trusts.
- 13.10 I confirm that I have read a copy of the Citibank Singapore Global Consumer Banking Terms and Conditions. I agree to be bound by the terms and conditions applicable from time to time in respect of any features and Facilities under the investment account which I may request from time to time.
- 13.11 In applying for an investment account, I certify that:
  - a) I am not citizen or resident of the United States of America ("US")
  - b) I have not been nor do I expect to be present in the US for a period aggregating 183 days or more during any calendar year; and
  - c) The gains from my brokerage transactions are not and will not be effectively connected or related to any US trade or business I am engaged or shall be engaged in during any calendar year.

If any of my answers to a), b) or c) above changes, I shall notify you in writing immediately and in any event within 30 days from the date of such change.

- 13.12 In the event that I shall become a) US person, I agree that you shall be entitled to do all acts and things you deem necessary to comply with applicable US law, including but not limited to a liquidation of the affected assets and/or transfer of my investment account to an alternate vehicle. I agree to bear all costs and expenses incurred by you as a result thereof.
- 13.13 To the extent not prohibited by applicable law, I authorise the transfer of any information relating to me, to and between branches, subsidiaries, representative offices, affiliates and agents and third parties selected by any of them, wherever situated, or confidential use in connection with the provision of products and Facilities to me (including data processing purposes and global cash Facilities, dealing in securities on the Singapore Exchange Securities Trading Limited and any other relevant authorities and agencies pertaining thereto) and the

said parties shall be entitled to transfer any such information as required by any law, court, regulator or legal process.

- 13.14 I am in full possession of the facts and contents of the prospectus for each and every relevant unit trust.
- 13.15 I undertake to observe and to be bound by the provisions of any trust deed (as amended from time to time) constituting the relevant fund.
- 13.16 I understand that transfers of Unit Trust(s) cannot be redeemed during transit.
- 13.17 This Service is also subject to the applicable Account Terms and Conditions (in particular, the Investment Terms and Conditions therein) and to the terms and conditions of the relevant prospectus. I may call CitiPhone Banking at (65) 6225-5225 or visit any of your branches to obtain such terms and conditions.

## **14. BROKERAGE Facilities**

I agree that additional terms and conditions will apply if I use any of your brokerage Facilities and such terms and conditions can be found at "https://www.citibank.com.sg/global\_docs/pdf/ebroke\_tnc.pdf".

## 15. e-CHAT

This Service is an online chat service allows me to pose general enquiries to Citibank about its products and Facilities and relating to my account via Citibank Online. Any information provided by the Citibank staff during the e-Chat session is for informational purposes only and does not constitute investment, legal, tax or financial advice. Account-related instructions should not be provided during the e-Chat session as they will not be acted upon.

## 16. Responsibility for Customer's Terminal

Access to Citibank Online is remotely provided and requires me to select and operate a Customer's Terminal (or Compatible Device, in the case of Citi Mobile with enhanced security) and access telecommunication and network systems of my choice. Poorly configured or inadequately maintained equipment may represent a significant risk to Citibank Online and my Account(s).

You may elect to restrict the telecommunications and network systems, and types of Customer's Terminal (or types of Compatible Devices, in the case of Citi Mobile with enhanced security), which may be used to access Citibank Online, including by requiring Customer's Terminal to have certain characteristics (including, without limitation, by requiring certain operating systems or particular versions thereof, by requiring particular software to be installed, or by limiting access where a Customer's Terminal is detected to have been jailbroken, rooted or otherwise tampered with) or prohibiting access where Citibank Online is accessed through certain telecommunication or network systems (including, without limitation, where there is any attempt to obtain access to Citibank Online through any software for enabling anonymous communication).

I understand that in connection with devices, facilities and equipment (including, without limitation, Customer's Terminal and any Registered Biometrics Device) which may or will be used in connection with access to Citibank Online, you recommend that:

- 16.1 password or biometric authentication is enabled, set to reactivate where the device is inactive for a period of time, and a system lock out is enabled where incorrect credentials are presented too many times;
- 16.2 device encryption be enabled (including by upgrading to newer versions of operating systems to receive support for such encryption) and all provided security systems are invoked;
- 16.3 wireless networks which are "open" or unsecured (i.e. which may be connected to without first entering a password) should be avoided;
- 16.4 I should not keep my username or password in clear text or in any public cloud-based sharing or backup facility;
- 16.5 updates and patches provided by the manufacturer or the device, or telecommunications provider, and anti-virus or similar software, where appropriate, should be installed/applied regularly;
- 16.6 I take particular care where using any equipment, software or material of unknown provenance (including, without limitation, where I am travelling and choose to access Citibank Online through computers at an Internet café or through a hotel's unsecured wireless network);
- 16.7 I only install applications from trusted sources or the screened/official market-places, even though this does not always guarantee freedom from Malware. I should take particular care where applications have the ability to access incoming SMS or text messages;
- 16.8 I familiarise myself with the user experience of my device and its security features, and avoid using my device to access Citibank Online if it exhibits unusual or suspicious behavior (including, without limitation, where requests to enter my Log-In Credentials or my other information relating to me spontaneously appears for no apparent reason); and
- 16.9 I do not download or open attachments, or visit links embedded in, unusual or suspicious emails or other electronic communication.

Nevertheless, regardless of the conditions you apply on access to Citibank Online, and whether or not (or the extent to which) I comply with your recommendations, you take no responsibility for the Customer's Terminal (or Registered Biometrics Device) or the telecommunication or network systems or other devices, facilities or equipment I may use, or any Malware resident on or which affects or controls such devices, facilities or equipment (whether installed or activated by my act or omission or otherwise). You control my access to Citibank Online through verification of my Log-In Credentials, Citi Mobile Token and/or other aspects of my identity through measures which fulfill your internal requirements. Accordingly, where any such devices, facilities or equipment permits a third party sufficient access to my Log-In Credentials and/or other identification information such that the third party is able to access Citibank Online in fulfillment of your internal requirements and without any breach of your security, I acknowledge that such third party may gain access to Citibank Online for purposes of effecting banking transactions as if they were me, and I will remain fully responsible for all such access to Citibank Online by such third party, except in the case of your gross negligence or wilful default.

I acknowledge that you may be unable to distinguish between me and such third party, and this will result in significant risks to both you and me, since you may approve applications for new or additional accounts or Facilities, or provide my account balance, transaction history or other details to such third party upon their request, if the third party gains access to Citibank Online for purposes of effecting banking transactions using my Log-In Credentials and/or other aspects of my identity.

I shall indemnify you for any losses or expenses you may suffer arising from any such access, except where such losses or expenses are a direct result of your gross negligence or wilful default.

# 17. Use of Face Identification or Fingerprints and my Registered Biometrics Device

- 17.1 I understand that authentication via Face Identification or Fingerprint is optional but where I register/enrol my Registered Biometrics Device, Fingerprint or Face Identification will to be used to access Citibank Online, including Citi Mobile with enhanced security if relevant.
- 17.2 Face Identification and Fingerprint is only available for use on Registered Biometrics Devices. To register/enrol my Registered Biometrics Device, I am required to register/enrol my Compatible Device in accordance with your latest instructions, procedures and directions, which may require me to input the OTP allocated by you via SMS. I may only register/enrol one single Registered Biometrics Device at any given time, and any subsequent attempt to register/enrol a new Compatible Device will deactivate any previous Registered Biometrics Device.
- 17.3 Once a mobile device has been registered/enrolled as a Registered Biometrics Device in respect of my Account(s) with Fingerprint or Face Identification, information about my Account(s) can be accessed using any fingerprint or face identification enrolled on the said mobile device. You owe no duty to verify that each Fingerprint is my fingerprint or each Face Identification is my face identification. All use and access of Citibank Online, including Citi Mobile with enhanced security, referable to any Fingerprint or Face Identification (whether such access or use is authorised by me or not) shall be deemed to be use or access of Citibank Online/Citi Mobile with enhanced security, by me.
- 17.4 I agree that Fingerprint and Face Identification relies on fingerprint recognition and face recognition technologies proprietary to Apple, Google and other third parties, and that its use shall be in accordance with applicable terms and conditions of Apple, Google and such other third parties. You shall have no liability or responsibility for any loss, damage or expenses arising directly or indirectly in connection with the use of such technologies in conjunction with any Registered Biometrics Device, or for permitting access to Citibank

Online, including Citi Mobile with enhanced security, through use of Fingerprint or Face Identification.

- 17.5 I am responsible to ensure that, should I choose to use my Registered Biometrics Device, that only my Fingerprint and Face Identification are stored in my Registered Biometrics Device. I shall not enroll any third party fingerprint or face identification, or permit any unauthorised third parties to enrol their fingerprints or face identification on my Registered Biometrics Device, as doing so would enable such third parties to have access to information about my Accounts through Citibank Online/Citi Mobile with enhanced security. Accordingly, I agree not to register/enrol a Registered Biometrics Device or to immediately de-activate a previously registered/enrolled Registered Biometrics Device if any other person's fingerprint or face identification is saved, whether now or in the future, on that Customer's Terminal (which is registered/enrolled, or which is to be registered or enrolled, as a Registered Biometrics Device). I will delete any third party fingerprints or face identification enrolled on a mobile device prior to registering/enrolling my Compatible Device as my Registered Biometrics Device.
- 17.6 I understand that access of Fingerprint and Face Identification stored in my Registered Biometrics Device (registered with Fingerprint or Face Identification), by itself or together with information on my Account(s), will allow access to and/or operation of my Account(s). In the event any other person's fingerprint or face identification is saved on my Customer's Terminal and I activate or continue to access Citibank Online/Citi Mobile with enhanced security, I understand that such person, using his or her fingerprint or face identification, will be able to access my Account(s) and perform transactions through Citibank Online. I agree that the access of my Account(s) and performance of these transactions by such person will be considered as authorised by me and I shall be responsible and liable for the same.
- 17.6 As and when you require (for example, if you are unable to verify my Registered Biometrics Device for whatever reason, or if you elect to treat any Registered Biometrics Device, including my Registered Biometrics Device, as having ceased to be registered/enrolled), I agree that I will need to re-register/re-enrol my Compatible Device as my Registered Biometrics Device in accordance with your latest instructions, procedures and directions, which may require me to input the OTP allocated by you via SMS.
- 17.7 I may check the status of the registration/enrolment of my Registered Biometrics Device, or choose to deactivate any such registration/enrolment (for example, if my Registered Biometrics Device is lost or stolen), within Citibank Online at any time.

## C. GENERAL TERMS AND CONDITIONS

1. Citibank Online enables me to have direct access to the Account(s) or to effect certain banking transactions, (including, without limitation, secure email which comprises the activation of the transactions listed in the pre-structured electronic instruction form and the transmission of instructions to you, funds transfer and bill payments) by electronic means via the Customer's Terminal. My Use of the Facilities shall be subject to the Terms, the applicable Account terms and conditions of Citibank and the specific terms and conditions in respect of the relevant service(s) and/or product(s) and to such other terms and conditions as you may at your reasonable discretion determine from time to time and notify to me.

- 2. You may at your reasonable discretion, vary, amend or modify any one or more provisions of these terms and conditions at any time after giving reasonable notice to me and such changes shall bind me and my legal representatives, successors, assigns and the beneficiaries of my estate.
- 3. Where you in your reasonable discretion make Citibank Online available to me, I may access Citibank Online using:
  - (i) my User ID and Password which I may obtain via registration on Citibank Online using my CIN and ATM-PIN; or
  - (ii) my Fingerprint, Face Identification or QR Recognition (where Citi Mobile with enhanced security is enabled on the Customer's Terminal) in accordance to paragraph 17 of Section B (Operational Rules).

I can generate a new User ID and/or Password in such manner as you may prescribe from time to time.

In order to effect certain banking transactions through Citibank Online, I may be allocated an OTP. I shall gain access to Citibank Online for purposes of effecting banking transactions upon the correct input of my Log-In Credentials and input of OTP (where required). I am responsible for keeping, and shall take every precaution to keep my Log-In Credentials as well as any other information that can be used to register or generate my User ID and Password confidential (including but not limited to not revealing my Log-In Credentials to any third party and taking all steps to prevent discovery of my Log-In Credentials by any third party).

For security purposes, I undertake your recommendation that I memorise my User ID, Password and other relevant Log-In Credentials (instead of recording it down) and that I change my Password regularly. I shall change my User ID and/or Password from time to time by using 'Change User ID or Password' screen within Citibank Online, and you will be entitled at your reasonable discretion to reject any of my selection as my substitute User ID or Password without giving any reason therefore. If I change my User ID and/or Password, I may be required to input the OTP allocated by you via SMS, prior to my next access to Citibank Online.

I agree that you shall not be liable in anyway whatsoever for any unauthorised registration of User ID and Password, and after such registration, any subsequent generation of the User ID and Password. In the event that my User ID and Password is registered, generated, disclosed or discovered by any third party, I shall immediately change my User ID or Password. I am responsible for the use and operation of my Account(s), whether or not authorised by me. You shall not be liable for any loss I suffer as a result of any unauthorised access to my Account(s) except in the case of your gross negligence or wilful default.

4. Where you in your reasonable discretion make Citibank Online available to me, I shall be allowed to have direct access to my Account(s) or to effect certain banking transactions by electronic means via a Customer's Terminal. I am responsible for keeping, and shall take every precaution to keep, such Customer's Terminal free from any electronic, mechanical, data failure or corruption, or Malware. I agree that you shall not be liable in anyway whatsoever for any unauthorised transactions effected in subversion of any authentication process put in place by you. I am responsible for the

use, operation and access to my Account(s). You shall not be liable for any loss suffered by me as a result of any unauthorised use of my Account(s), except in the case of your gross negligence or wilful default.

- 5. I authorise you to notify me of my OTP via SMS or OSD. If notification is via SMS, I understand that you will send the SMS notification to my mobile phone number that you have on record. I acknowledge that in order for you to notify me of my OTP via SMS, I must provide you with my current mobile phone number. I agree with at you shall not be liable if I am unable to gain access to my OTP. If you have provided me with an OSD, I agree not to disassemble, decompile, copy, modify or reverse engineer the OSD or assist anyone else to do so whether directly or indirectly. I understand that Citi Mobile with enhanced security has various security and convenience features built-in, which may allow me to effect banking transactions through Citibank Online, and using Citi Mobile with enhanced security, without having to provide any OTPs or TACs.
- 6. I authorise you to act upon any instructions, which are identified by any use of my Log-In Credentials, whether or not authorised by me, and regardless of any subversion of any authentication process put in place by you. Such instructions, upon receipt by you, shall be effected at your reasonable discretion.
- 7. The Facilities are available 24 hours a day, 7 days a week. However, some or all of the Facilities that may be accessed through Citibank Online may not be available at certain times due to the maintenance and/or malfunction of the Citibank system. In the event of such unavailability, I may call CitiPhone Banking at (65) 6225-5225 or visit a Citibank branch to conduct my banking transactions. I agree that you will not be responsible for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalised settings or my failure to access Citibank Online or any of the Facilities, except in the case of your gross negligence or wilful default. I acknowledge and agree that my role is extremely important in the prevention of any unauthorised use or operation of my Account(s). I undertake to promptly examine my statements upon receipt. If I discover any discrepancies, omissions, debits wrongly made, inaccuracies or incorrect entries in my statement, I must immediately call CitiPhone Banking at (65) 6225-5225.
- 8. If I believe that any of my Log-In Credentials may have been lost or stolen, or that someone has accessed my Account(s) information, transferred or may transfer money from my Account(s) or otherwise has operated my Account(s) without my permission, I should notify you immediately by calling CitiPhone Banking at (65) 6225-5225.
- 9. You shall be entitled but not obliged to investigate the authenticity or authority of persons registering or generating my Log-In Credentials. You shall not be responsible for verifying the accuracy and completeness of my instructions given via Citibank Online, nor shall you be liable for acting upon any instructions given using my Log-In Credentials, effecting my instructions or verifying the accuracy and completeness of my instructions. Subject to the foregoing, such instructions shall be deemed irrevocable and binding on me upon your receipt of the same notwithstanding any error, lack of clarity or misunderstanding in respect of the terms of such instructions. I shall notify you immediately upon receipt of incomplete, garbled or inaccurate data or information from you. I shall also notify you immediately upon receipt of any data or information which is not intended for me and I shall delete such data or information from the Customer's Terminal immediately.

- 10. I shall accept full responsibility for any access to Citibank Online using my Log-In Credentials, and all transactions executed via Citibank Online and in particular for ensuring the accuracy and completeness of my instructions.
- 11. I agree that you may in your reasonable discretion but without prior notice to me cancel or refuse to execute my instructions at any time without furnishing any reason and without incurring any liability.
- 12. You shall be entitled but not obliged to verify any instructions given via Citibank Online by calling back online or via telephone or any other means.
- 13. I represent that to the best of my knowledge, the Customer's Terminal are free from any electronic, mechanical, data failure or corruption or Malware. I agree that neither you, any branches or subsidiaries of Citibank, N.A. are responsible for any electronic, mechanical, data failure, corruption or Malware or related problems that may be attributable to Facilities provided by any internet service provider or information service provider, network provider, content provider, any server or such other equivalent system.
- 14. I acknowledge that all proprietary rights relating to and in connection with Citibank Online (including without limitation the Citibank web site) and all updates thereof, including without limitation any title, trade mark rights, patent rights and copyrights, shall at all times vest and remain vested in you.
- 15. You shall not be liable for and I shall compensate you for any consequences, claims, proceedings, losses, damages or expenses whatsoever and howsoever caused that may arise or be reasonably incurred by you whether or not arising from or in connection with and including but not limited to the following:
  - 15.1 your taking of any instructions via Citibank Online and acting upon them, including where such instructions were given in subversion of any authentication process put in place by you;
  - 15.2 the unauthorised registration of a User ID or Password, the unauthorised use of my Log-In Credentials, or the improper or unauthorised use of Citibank Online;
  - 15.3 any damage to the Customer's Terminal, related facilities or software as a result of any access to Citibank Online effected by my Use of the Service(s);
  - 15.4 any loss or damage caused by any access effected by my Use and/or my Use of the Service(s) being prohibited, restricted, delayed or otherwise affected by (i) the laws and regulations of the country from where the Service(s) is accessed and/or the terms and conditions prescribed by the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system in such country of access; (ii) any law or regulation of any jurisdiction, regional or international authority which governs any use or any component of Citibank Online, the relevant internet service provider, information service provider, network provider, content provider, network provider, content provider, server or such other equivalent system; (iii) any act or omission by the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (iii) any act or omission by the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (iii) any act or omission by the relevant internet service provider, information service provider, network provider, content provider, server or such other

equivalent system; (iv) your modifying, maintaining or upgrading the Citibank web site; and/or (v) your terminating or modifying Citibank Online;

- 15.5 any loss or damage suffered or incurred by me or any other party as a result of my relying or acting or omitting to act upon any information which you obtain from any third party (including without limitation any pricing, stock quotes, estimates and descriptions of any merchandise, product and service ("**Third Party Information**"));
- 15.6 any access (or inability or delay in accessing) and/or use of any browser which you provide to allow access to Citibank Online, effected by my Use of the Facilities, or for any defect in any such browser;
- 15.7 any errors or omissions in the information and materials contained in the Citibank web site except in the case of your gross negligence or wilful default;
- 15.8 any delay or failure in any transmission, dispatch or communication facilities; or
- 15.9 any variation, cancellation or discontinuation of Citibank Online or any part thereof by you provided such variation, cancellation or discontinuation is notified to me.
- 16. All communications through Citibank Online which fulfil your internal requirements shall be deemed to be valid, accurate and authentic, and given the same effect as, written and/or signed documentary communications. I agree not to dispute the validity, accuracy or authenticity of any evidence of any instructions and communication effected by my Use of the Facilities, including such evidence in the form of your computer records, transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of electronic information storage. I further agree that the foregoing shall be conclusive evidence of such instructions effected by my Use of the Facilities and communications received or dispatched by you save for our manifest or clerical error.
- 17. I understand that any access to Citibank Online will be effected through the internet service provider, information service provider, network provider, content provider, server or such other equivalent system in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by such internet service provider, information service provider, network provider, content provider, server or such other equivalent system.
- 18. You may at your reasonable discretion and at any time after giving reasonable notice:
  - 18.1 impose a fee for my Use of the Facilities, and for any re-extension thereof; and
  - 18.2 modify, or withdraw any Service under Citibank Online without giving any reason therefore, and you shall not be liable to me for any loss or damage I or any other party may suffer as a result thereof.
- 19. You may at your absolute 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 Citibank Online or any Service under Citibank Online.

- 20. Where you as part of Citibank Online to provide me with any Third Party Information, I acknowledge and agree that you do not thereby warrant the accuracy or completeness of any such Third Party Information.
- 21. Where you provide me (whether online or by way of CD-ROM) with a browser for the purpose of accessing Citibank Online, my use of the browser is subject to any payment, licensing and/or other terms prescribed by the relevant browser provider.
- 22. Neither you, any branch or subsidiaries of Citibank, N.A., any internet service provider, information service provider, network provider, content provider, any server, or such other equivalent system makes any express, implied or statutory warranties relating to Citibank Online, the direct access software or Facilities or browser including, but not limited to any warranties of merchantability, fitness for a particular purpose or non-infringement of third party proprietary rights unless disclaiming such warranties is prohibited by law.
- 23. You do not warrant the accuracy, adequacy or completeness of the information and material (including all text, graphics and links to other websites) contained in your website. Citibank Online may contain links to websites controlled or offered by third parties. You disclaim liability for, any information, materials, products or Facilities posted or offered at any of the third party websites linked to Citibank Online. By creating a link to a third party website, you do not endorse or recommend any products or Facilities offered or information or material contained at that website unless you expressly state so, nor are you liable for any failure of products or Facilities offered or advertised at those websites. Such third parties may have a privacy policy different from yours and the third party websites may provide less security than Citibank Online.
- 24. I agree that you have granted me only a non-exclusive license to use the software relating to and in connection with Citibank Online. This allows me to use such software only for its intended purposes as provided hereunder. I shall not distribute, disassemble, decompile, copy, modify or reverse engineer any of such software or allow anyone else to do so. Citibank Online gives me access to Facilities and information from you, any branch or subsidiaries of Citibank, N.A., which may be presented with a distinctive "look and feel". These Facilities, information and "look and feel" are your proprietary property. I may use such Facilities only for my personal, non-business use and may not reproduce, sell or distribute all or any portion of the information provided to me by such Facilities.
- 25. Although you shall use reasonable endeavours to ensure that Citibank Online is secure and cannot be accessed by unauthorised third parties, you do not warrant the security or confidentiality of any information transmitted through any internet service provider, information service provider, network provider, content provider, any server or such other equivalent system in any jurisdiction via Citibank Online.
- 26. My use of Citibank Online is personal to me, therefore I agree not to resell or make any commercial use of Facilities available on Citibank Online. I agree that I shall not use the Facilities available on Citibank Online for illegal purposes or for the transmission of material that is unlawful, harassing, libellous (untrue and damaging to others) invasive of another's privacy, abusive, threatening, obscene or that infringes the rights of others.

- 27. Citibank Online may be varied, cancelled or discontinued by you at any time with reasonable notice to me. After cancellation or discontinuation, Citibank Online may be reinstated in such manner and form on such terms and conditions as you may determine at your reasonable discretion and notify to me.
- 28. You shall use reasonable precautions to maintain the confidentiality of the information I have provided to you and the information I have created, inputted or developed in connection with my Use of the Facilities but because such information can be accessed through the internet I hereby acknowledge and agree that there can be no assurance that the information provided to me through the Facilities or any communication through email will remain secure. In addition, you may disclose such information to your employees, representatives, officers, agents and affiliates, as well as government entity or any other third party agent or service provider (a) for any purpose related to the conduct of your business or to the offering, providing or maintaining the Facilities (b) to comply with applicable rules, orders, subpoenas or other legal process, or in order to give information to any government agency or official requesting such information, or (c) for any other legitimate business purpose.
- 29. I expressly understand and agree that my use of the Facilities and Services are at my sole risk. The Services are provided on an "As Is" and "As Available" basis.
  - 29.1 You expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, security, fitness for a particular purpose and non-infringement, or inter-operability with other systems or services, except in the case of your gross negligence or wilful default.
  - 29.2 You make no warranty that (i) the Services will meet my requirements, (ii) the Services will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from the Use of the Services will be accurate or reliable, (iv) the quality of any products, Facilities, information or other material purchased or obtained by me through the Services will meet my expectation, and (v) any errors in the technology will be corrected.
  - 29.3 To the extent that any part of this section is not consistent with any other part of these terms, then this section will prevail.
- 30. I understand that I am required to be cautious when browsing on the internet and to use good judgment and discretion when making purchases, obtaining information, or transmitting information, and I understand the risks associated with providing any person information or payment instructions on unfamiliar, suspicious or unsecured websites (such as the risk of theft of my Log-In Credentials). From the Citibank website, I may visit or be directed to sites containing information or material that may be offensive or inappropriate. You make no effort to review the content of these sites, nor are you responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites. In addition I understand that you do not endorse or control the content of any such sites and are not responsible or liable for any content, even though it could be unlawful, harassing, libellous, privacy invading for content that infringes or may infringe upon the intellectual property or other rights of another. I acknowledge that you do not pre-screen content, but that you and your designees will have the right (but not the obligation) in your reasonable discretion to refuse, edit, move or remove any content that is available via the Service.

- 31. Save in the case of your gross negligence or wilful default, I agree that you will not be liable for any harm direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if you have been advised of the possibility of such damages, resulting from (i) the Use or the inability to use the Service (ii) the cost of getting substitute goods and Facilities resulting from any products, data, information or Facilities purchased or obtained or messages received or transactions entered into through or from the Service (iii) unauthorised access to or alteration of your transmission of data (iv) Statements or conduct of anyone on the Service; or (v) any other matter relating the Service.
- 32. Except when caused by your wilful default or gross negligence, I agree to protect and compensate you and your affiliates and service providers from any and all other third party claims, liability, damages, reasonably incurred expenses and costs (including, but not limited to, attorney fees) caused by or arising from my violation of the terms of my infringement, or infringement by any other user of my Account, of any intellectual property or other right of anyone.
- 33. You reserve the right to change or discontinue, temporarily or permanently, the Service at any time after giving reasonable notice to me. In order to maintain the security and integrity of the service you may also suspend my access to the service at any time without prior notice to me. I agree that you will not be liable to me or any third party for any modification or discontinuance of the service save in case of your gross negligence or wilful default.
- 34. You are not obliged to take any steps or carry out any transaction or service contemplated under the Terms (including but not limited to such obligations imposed on you or agreed to by you herein) or provided under Citibank Online if you believe that the taking of such step or carrying out of such transaction or service will be in contravention of any applicable law, regulation or directive.
- 35. You may broadcast notices or messages through Citibank Online to inform me of changes to the Terms, the Facilities, or other matters of importance; such broadcasts shall constitute notice to me. All notices to you must be made in writing. If any provision of these Terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The laws of Singapore apply to these Terms without giving effect to its conflicts of laws provisions. These Terms constitute the entire understanding between you and me about the Facilities.

By clicking "I AGREE", you agree (1) that you have read the Citibank Online User Agreement and agree to be bound by the same as may be updated from time to time and, (2) by entering into the Citibank ThankYou Rewards Program ("**Program**") redemption website, you are entering a website managed and operated by third party Facilities providers, and that Citibank Singapore Limited is authorised to (i) collect, use and disclose your personal data for administration of the Program and conducting and completing transactions in connection therewith; and (ii) disclose your information to such third party service providers and their agents and used in connection with administering the Program and for transactions you may enter into in connection therewith