

# CITI PURCHASING CARD CARDMEMBER'S AGREEMENT

Before you use the Card, please read this agreement thoroughly. By signing on or using the card, you are accepting the terms and conditions of this agreement and will be bound by them. Your use of the card is governed by this agreement (as amended from time to time).

## 1. DEFINITIONS

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

### **Alerts**

a service that allows Citibank to send you specific prompts in respect of certain information from time to time (whether requested or not by you), and such information includes but is not limited to account activity, transactions, and demographic updates. Some Alerts may only be sent according to your preference

### **ATM**

an automated teller machine or card-operated machine, whether belonging to us or other participating banks or financial institutions or to the Visa or Mastercard Global ATM Network or their affiliated networks, which accepts the card

### **Authority**

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

### **business member**

the corporate applicant at whose request a card is issued to you

### **card**

a credit card issued by us pursuant to the program and any renewal or replacement

### **card account**

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

### **card transaction**

a transaction carried out whether by using the card, the card account number and/or the PIN or via TBS or otherwise, whether with or without your and/or the business member's knowledge or authority

### **Citigroup, Inc**

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

### **Citigroup Organisation**

any affiliate or subsidiary of Citigroup, Inc.

### **Collected Amount**

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

### **Citibank, N.A.**

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

### **communication**

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

### **current balance**

the total liabilities outstanding and owing to us by the business member at any given time in connection with your card account(s) and/or this agreement or such total liabilities outstanding and owing to us by the business member at any given time in connection with all specified individual card accounts (under the program) and/or this agreement as the case may be, including but not limited to all card transactions, interest, charges, fees, costs and expenses (including legal costs), whether actual or contingent and whether incurred now or in the future

### **equipment**

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

### **employer**

your employer and in this agreement, the business member

**issued credit limit**

the maximum limit determined by the business member as may be permitted by us, and communicated to you and/or the business member by us from time to time, in respect of which the current balance must not exceed at any time

**Law or Regulation**

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

**Master billing statement of account**

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

**Memo statement of account**

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

**Payment due date**

the date specified in the master billing statement of account by which full payment of the current balance is to be received by us

**Payment Infrastructure Provider**

a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks

**PIN**

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

**Privacy Circular**

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

**Program**

The Citi Purchasing Card Program

**quasi-cash transactions**

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

**Representatives**

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

**SMS**

Short message service provided by your mobile service provider which:

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

**Third Party Service Provider**

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

**Valid signature**

your signature which is identical to the specimen signature on your application for the card and/or on the Auto-Sig Signature Card furnished to us

**we, our, us**

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

**you, your, cardmember**

the person to whom the card is issued

- 1.2 (a) "TBS" and "TBS Access Code" have the same meanings as set out in the terms and conditions relating to Telephone Banking Service.
- (b) Unless the context otherwise requires, words referring to the

singular number shall include the plural number and vice versa; and reference to a person includes reference to a sole proprietor, partnership firm and company.

- (c) We use headings in this agreement for ease of reference but this agreement is not to be interpreted by reference to the headings.

## **2. THE CARD**

### **2.1 Collection of card**

When your and the business member's application is approved by us, we may send you the card, and a renewal or replacement thereof, by ordinary post at your and the business member's sole risk. We are not liable to you and/or the business member for any loss or damage suffered if you fail to receive the card, or any renewal or replacement thereof.

### **2.2 After receipt of card**

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

### **2.3 Return of card**

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

## **3. ISSUED CREDIT LIMIT**

### **3.1 Must not exceed issued credit limit**

Subject to clause 12.2, you must not use the card such that the current balance exceeds the issued credit limit at any time.

### **3.2 Calculating if issued credit limit exceeded**

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

### **3.3 To pay excess if issued credit limit exceeded**

If you carry out any card transaction which results in the issued credit limit being exceeded, whether with or without our prior consent, you and/or the business member must immediately pay us the amount in excess of

the issued credit limit in such manner and to such account as we may in our absolute discretion direct and we may communicate this direction to you by any means we deem fit. We reserve the right, without prejudice to any of our rights or remedies, to terminate your card account forthwith without notice to you.

## **4. FACILITIES AVAILABLE WITH THE CARD**

### **4.1 Use during validity period**

Notwithstanding and without prejudice to any other terms and conditions of this agreement, you may use the card to carry out card transactions which are related to purchasing goods or services other than services for entertainment purposes on behalf of the business member during the validity period specified on the card.

### **4.2 Operating card account via TBS**

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

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

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

### **4.4 Prohibited use of card**

- (a) You must not use the card, and/or otherwise operate the card account to pay the current balance. Your card can only be used for lawful transactions.
- (b) We will not permit the card to be used to effect any card transaction which would contravene the laws of any jurisdiction.

## **5. STATEMENT OF ACCOUNTS**

### **5.1 Sending periodic memo statement of account**

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

### **5.2 Sending master billing statement of account**

(a) We will send the business member a master billing statement of account on a monthly or other periodic basis as we deem fit.

(b) If we are unable to send the business member a master billing statement of account for any reason, we may select a date in each month or other period or any other date as we may deem appropriate as the payment due date for the purpose of calculating interest and establishing the date when payment is due.

### **5.3 Statement is conclusive and binding**

You and the business member must inspect and examine the memo statement of account and the master billing statement of account, as the case may be, and notify us of any irregularity or error in such statements within 10 days from the date of the relevant statement, failing which that statement is conclusive evidence of the business member's liability in respect of the amounts stated therein, provided that we are entitled, at any time and without liability, to rectify any irregularity or error in the memo statement of account or master billing statement of account.

## **6. PAYMENT**

### **6.1 Current balance debited to card account**

We will debit the current balance to your card account.

### **6.2 Liability for current balance**

Without prejudice to clause 6.4, the business member is liable to pay the current balance shown on a master billing statement of account to be outstanding as at the date of that master billing statement of account. The business member must pay the specified current balance in full without any deduction or withholding, and according to clause 6.3, which specified current balance we must receive on or before the payment due date.

### **6.3 Pay interest and charges if current balance not paid in full**

If we do not receive the current balance specified in the master billing statement of account in full on or before the payment due date, the business member must pay us the fees, interests and charges specified in clause 7.

### **6.4 Pay current balance upon our demand**

Notwithstanding and without prejudice to any other terms and conditions of this agreement, the business member must forthwith pay the current balance upon our demand which we may make at any time.

### **6.5 Payment to be made in full**

The business member must pay us all sums due under this agreement in full without any deduction or withholding (whether in respect of set off, counterclaim, taxes, charges or otherwise) unless the deduction or withholding is required by law. If a deduction or withholding is required by law, the business member must immediately pay us an additional amount so that we receive an amount equal to the full amount which we would have received had no such deduction or withholding been made; and the business member must furnish us an official receipt of the relevant authority involved for all amounts so deducted or withheld.

### **6.6 To pay GST**

Without prejudice to clause 6.5, the business member must pay, in addition to all other sums payable under this agreement, any goods and services tax ("GST", which expression includes any tax of a similar nature that may be substituted for it or levied in addition to it by whatever name called) which may be imposed by law, in respect of any sums payable to or received or receivable by us or any expenses incurred by us in connection with this agreement (except to the extent prohibited by law); and we will debit the same to your card account.

### **6.7 Payment in Singapore dollars**

The business member must pay us all sums due under this agreement in Singapore dollars. If we receive a payment in a currency other than Singapore dollars, we will convert it to Singapore dollars at such time and rate of exchange as we may in our absolute discretion adopt in accordance with our usual practice. The business member must bear all exchange risks, losses, commission, fees and charges which may thereby arise.

## 6.8 Transactions in Foreign Currencies and Transactions Processed Outside Singapore

- a) Foreign currency transactions
  - (i) Card transactions (including online and overseas transactions) effected in US dollars will be converted into Singapore dollars. Card transactions effected in foreign currencies other than US dollars will be converted to US dollars before being converted into Singapore dollars, except for Australian dollars on Visa cards which will be converted into Singapore dollars directly. The conversion will take place on the date on which the transaction is received and recorded by us ("posting date"). The currency conversion will be based on our prevailing foreign exchange rate or an exchange rate determined by VISA or Mastercard International depending on whether the conversion is done by us, VISA or Mastercard International.
  - (ii) In addition, the card transaction will be subject to the following administrative fees on the converted Singapore dollar amount: an administrative fee of up to 3.25% if processed by VISA or Mastercard International or such other rates(s) as determined by us and notified by you.
- b) Dynamic Currency Conversion
  - (i) If your card transaction (including online and overseas transactions) is converted into Singapore dollars via dynamic currency conversion (a service offered at certain ATMs and merchants which allows a cardmember to convert a transaction denominated in a foreign currency to Singapore Dollars at the point of withdrawal/sale), you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant or dynamic currency conversion service provider, as the case may be. You acknowledge that we do not determine whether a card transaction will be converted into Singapore dollars via dynamic currency conversion and, where your card transaction is for a retail purchase, you may have to check with the relevant merchant whether such conversion was done.
  - (ii) In addition, the card transaction will be subject to an administrative fee of 1% levied by VISA or Mastercard International on the converted Singapore dollar amount if it is a VISA or Mastercard International transaction.
- c) Singapore Dollars transactions processed outside Singapore
  - If the Singapore Dollars card transaction (including online transactions) is effected:
    - (i) with a local merchant whose payments are processed through an overseas intermediary; or
    - (ii) with a merchant who is registered as an overseas merchant regardless of its actual location,such card transaction will be subject to administrative fee of 1% on the transaction amount if the card transaction is processed by VISA or Mastercard International.

These charges will be charged on card transactions including but not limited to any VISA or Mastercard retail card transaction presented in foreign currency that you choose to pay in Singapore Dollars at point-of-sale via dynamic currency conversion or any online VISA or Mastercard retail card transaction in Singapore Dollars which was processed outside Singapore. You may have to check with the relevant merchant whether such transaction was processed outside Singapore.

## 6.9 Refund or credit

We will credit your card account with any refund in respect of a card transaction or any payment or other credit due to your card account at such time as we may determine in accordance with our usual practice after our receipt of the amount of such refund, payment or credit in Singapore and conversion to Singapore dollars, where necessary, in accordance with clause 6.7. Any such refund, payment or credit credited to your card account shall be applied towards the full or partial discharge of the current balance unless we determine otherwise.

## 7. INTEREST AND CHARGES

### 7.1 The business member must also pay:

- (a) **Late payment charge**
  - a monthly late payment charge of S\$100 per month plus 2% of outstanding balance or such other charge at a rate(s) determined

by us and notified to the business member from time to time if we do not receive full payment of the amount specified in the master billing statement of account on or before the payment due date; and

- (b) **Annual fee**  
a non-refundable annual fee in respect of each card and card account under the program; and
- (c) **Card renewal/replacement fee**  
a handling fee for the renewal or replacement of the card; and
- (d) **Handling fee for dishonoured check/payment order**  
a handling fee of S\$25.00 if any check or other payment order tendered as payment to us is dishonoured for any reason; and
- (e) **Fee for foreign currency payment**  
a handling fee for any foreign currency payment tendered to us; and
- (f) **Administrative fee for production of documents**  
an administrative fee for our production or copying at your and/or the business member's request, calculated as follows:-

Item	Charge per copy
sales draft:	
(i) current to 6 months old	S\$ 5.00
statement of account:	
(i) current to 2 months old	Free
(ii) Above 2 months to under 1 year	S\$ 15.00
(iii) Above 1 year to 5 years	S\$ 30.00
(iv) Beyond 5 years	S\$ 100.00

- (g) **Service charge/administrative fee**  
a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your and/or the business member's instructions and/or requests relating to your card account, whether such service or action is referred to or contemplated in this agreement or otherwise.
- (h) **Branch Service fee**  
Service fee of S\$10.90 (inclusive of 9% GST) is charged (on a per account basis) for each payment made to your Citi credit card account(s) over the counter at Citibank branches.

## 7.2 Variation of interest and charges

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

## 7.3 Payment of interest

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

## 8. PIN AND USE AT ATM

### 8.1 Issue of PIN

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

### 8.2 Not to disclose PIN

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

### 8.3 Liability for all card transactions

The business member is fully liable for all card transactions effected by the use of the card at an ATM whether with or without your and/or the business member's knowledge or authority.

### 8.4 Change/terminating use of PIN

We are entitled at our absolute discretion to change or terminate your use of the PIN at any time without giving any reason and without giving you and/or the business member prior notice.

## 9. LOSS/THEFT/DISCLOSURE

### 9.1 Duty to prevent loss, theft and fraud

You must keep the card in a safe and secure place and ensure that the PIN and the TBS Access Code are not disclosed to any third party or kept with the card and you must take all steps and precaution to prevent any

forgery, fraud, loss or theft in respect of or in relation to the card, the PIN and the TBS Access Code.

**9.2 Loss/theft/disclosure**

If your card is lost, stolen or used by any other person or your PIN and/ or TBS Access Code is disclosed to any other person, you must:-

- (a) immediately notify us; and
- (b) furnish to us a statutory declaration in such form as we will specify and/ or a police report and/ or any other information we may require.

**9.3 Liability for all card transactions**

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

- (a) you have fully complied with clauses 9.1 and 9.2;
- (b) you assist in the investigations and recovery; and
- (c) we are satisfied that such unauthorized card transactions are not due to your negligence and that you have not acted fraudulently.

**9.4 Recovery of lost or stolen card**

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

**9.5 Issue of new card/PIN**

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

**10. TERMINATION OF CARD ACCOUNT**

**10.1 Your option to terminate**

- (a) You may terminate your card account if you:-
  - (i) give us notice of termination; and
  - (ii) return to us the card cut in half; and
  - (iii) pay us the current balance in full (including the amount of any card transaction which you have carried out but which has not been debited to your card account before we receive your card), provided that such termination will only take effect after our receipt of the card, and full payment of the current balance including any Collected Amount, interest, charges and fees due or funds required to be made by Law or Regulation.
- (b) The business member may terminate your card account, at any time, in accordance with the provisions of clause 10.1(a)(i) - (iii), but the business member's obligations under this agreement will continue notwithstanding such termination of the card account.

**10.2 Our right of termination**

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

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

**10.3 Our rights not prejudiced**

Our rights and remedies shall not be determined, affected or prejudiced by, and the current balance shall immediately become due and payable in

the event of your bankruptcy, insanity, death or other legal disability, and

you or your representative shall be bound to immediately return to us the card cut in half. The business member shall also pay the current balance in full (including such current balance and all liabilities incurred by you or notified to us after such occurrence of any of the foregoing events).

**10.4 Obligations continue**

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

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

## **11. BUSINESS MEMBER**

### **11.1 Sole corporate liability**

You and the business member are bound by this agreement and shall comply with its terms and conditions. You and the business member agree and acknowledge that the business member is solely liable to us for the current balance, such other liabilities arising out of or in connection with your card and/or your card account and/or this agreement.

### **11.2 Liabilities not affected by counterclaim/set-off**

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

### **11.3 Business member's rights**

The business member is entitled to:-

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

### **11.4 Assisting in investigation/litigation**

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

### **11.5 Our right of termination**

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

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

### **11.6 If business member is a partnership**

Where the business member is a partnership firm:-

- (a) all persons carrying on business in the name of the partnership or under the name in which the business of the partnership is carried on, are jointly or severally bound by this agreement, notwithstanding the retirement or death of any partner or the introduction of any new partner; and
- (b) a demand made or notice sent to the partnership is deemed to be demand made or notice sent to all the partners of the partnership; and
- (c) we may release or discharge any one or more of the partners of the partnership or compound with, accept composition from or make any other arrangements with any or such partners without thereby releasing our rights and remedies against any of the other partners.

## **12. DISCRETION**

### **12.1 May not allow card transactions**

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

### **12.2 Allowing current balance to exceed issued credit limit**

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

### **12.3 Discretion in relation to card/facilities**

Notwithstanding and without prejudice to the other provisions of this agreement, we are entitled at any time in our absolute discretion without



notice and without giving any reason, to:-

- (a) suspend your right to use the card entirely or in respect of specified facilities; and/or
- (b) increase or decrease the issued credit limit; and/or
- (c) refuse to re-issue, renew or replace the card; and/or
- (d) introduce, amend, vary, restrict, suspend, terminate or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with your card account, whether specifically relating to you or generally to all or specific cardmembers.

#### **12.4 Change of card account number**

- (a) We may at your request or at any time without incurring any liability or giving any reason, and upon giving you and/or the business member notice, change your card account number; and issue a replacement card; and transfer the current balance and all credits (if any) from your original card account to a new card account. After we have given you such notice, you must immediately return to us the card cut in half.
- (b) Your and/or the business member's obligations and liabilities under this agreement will not be affected or prejudiced by such change of your card account and this agreement and all previous direct debit authorization/GIRO instructions given to us in respect of your former card account will continue to apply to the new card account and we will continue to make such debits unless you and/or the business member otherwise notifies us in writing.

#### **12.5 Discretion to handle credit balance in card account**

We shall be entitled to pay the credit balance (if any) on the card account to the business member and shall not be obligated to enquire about the beneficial rights to such funds. Without prejudice to the generality of the foregoing and subject to clause 15.2, if the credit balance on the card account is at any time more than S\$30,000 (or such other amount as we may from time to time in our discretion determine), we shall be entitled to

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

#### **12.6 Wrongful credit**

Notwithstanding any statements of account or notices sent by us to you, we have the right, in our reasonable discretion, to reverse any entry, demand refund of and/or debit your card account in respect of any overpayment or wrongful credit into your card account.

### **13. RELEASE OF INFORMATION**

#### **13.1 Disclosing information relating to you**

We may, whenever we consider it in our interest, at any time and without liability to you, whether before or after termination of your Card account, disclose any information relating to you or any Card transaction or your Card account or any other account which you may have with us (including information we obtain from third parties such as any credit bureau recognized by the Monetary Authority of Singapore ("MAS") under or pursuant to the Banking Act (Chapter 19)), to any third party as we may deem fit at our absolute discretion, including, without prejudice to the generality of the foregoing, Citibank, N.A.'s branches, subsidiaries and affiliates worldwide, our servants, agents, correspondents, and/or independent contractors; any person authorized by you to operate your Card account; any person involved in facilitating, effecting, processing or providing any facilities or services in respect of or in connection with your Card account and/or this agreement; any merchant, bank or financial institution; any government agency, statutory board or authority in Singapore or elsewhere; and any other person to whom we consider it in our interest to make such disclosure. Without prejudice to the generality of the foregoing, where we are a member of, or subscriber for the information sharing services of, any credit bureau recognized by MAS under or pursuant to the Banking Act (Chapter 19), you expressly authorize:-

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

subscriber as may be recognized as such by MAS, any information relating to you and/or your Card account and/or any other account which you may have with us (and for such purposes) as may be permitted under of pursuant to the Banking Act (Chapter 19).

### **13.2 Permission for disclosure/privacy**

You and/or the business member agree that your and/or the business member's signing of the card application form shall constitute your and/or the business member's written permission for any such disclosure for the purposes of Section 47 and the Third Schedule of the Banking Act (Chapter 19) or for any other disclosure required by Law of Regulation.

You agree to the terms of, and that we may collect, use and disclose personal data in the manner and for the purposes as described in the Privacy Circular, which is deemed to be incorporated by reference into this clause 13.2.

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

### **13.3 Disclosure upon assignment and novation**

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

## **14. COMMUNICATION AND SERVICE OF DOCUMENTS**

### **14.1 Sending communication to you**

- (a) We may send all communication to you by leaving it at, or by sending it by ordinary post to, your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) or by facsimile transmission to your facsimile number as may be provided to us or to our solicitors. Notwithstanding the above, we may also contact you via telephone, electronic mail, short message service provided by telecommunications providers, or such other means, to provide you with account related information (including informing you about your account payment status). You shall inform us upon receipt of communication that is garbled, incomplete or inaccurate or which is not intended for you and you agree to delete all such information from your equipment immediately
- (b) You acknowledge that we will send Alerts to you via email and/or SMS and/or push notification to an email address and/or mobile number as provided by you (according to your Alerts preference), in real time or on a batched basis, and that in addition to the duties set out at Clause 19.8(b) below, you acknowledge and agree that:
  - (i) you will provide updated and accurate account contact details for us to send you Alerts (in accordance with your Alerts preferences);
  - (ii) you shall enable and monitor Alerts;
  - (iii) your receipt of Alerts is subject to other conditions not within our control including whether your internet and/or mobile phone operator is able to support the service;
  - (iv) We will not be liable for any loss damage suffered or incurred by you arising from or in connection with your failure to comply with any of your duties in relation to these Alerts or your failure to receive any Alerts.
  - (v) We will not be liable for or any failure, suspension, cessation, delay, disruption, errors, defects or fault in third party equipment, software, hardware, Internet, Internet browsers, online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system.

### **14.2 When communication deemed to be received by you**

All communication is deemed to have been received by you and/or the business member on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered); or on the

date of transmission if sent by facsimile transmission, electronic mail and/or SMS.

#### 14.3 Communication to us

- (a) Unless otherwise provided in this agreement, all communication, requests and instructions from you must be in writing and in accordance with our prescribed procedure or form prevailing at that time and may be personally delivered to us; or sent by registered post, electronic mail or SMS to us. For the avoidance of doubt, we are entitled to rely and act on any communication given by you in any electronic mail or SMS messages as if the same were given in writing.
- (b) Notwithstanding the aforesaid, we are entitled in our absolute discretion to rely and act on any communication, which we in our sole discretion believe to have been given, made or authorized by you and/or the business member, whether or not given with your and/or the business member's consent or authority and whether it is given or made orally (whether in person or over the telephone and whether or not via TBS); or by facsimile transmission, telex, cable, electronic mail or SMS; or by other means of communication; and any act on our part pursuant to such communication, will be binding on you and/or the business member notwithstanding that it may not have been given by you and/or the business member or with your and/or the business member's consent or authority.
- (c) We may in good faith regard any communication given by you which are referable to you in accordance with our prescribed verification procedure prevailing at that time as authentic and duly authorised and shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the communication or to verify the accuracy and completeness thereof. We may, at our discretion, provide for additional security measures or verification procedures, including but not limited to, specific electronic mail and/or SMS confirmatory authorisation. The communication given by you to us shall be deemed to be irrevocable and binding on you notwithstanding that they may be unauthorised, conflicting with or inconsistent with any prior communication given by you to us or given in error, forged, fraudulent, lack clarity or reasonably capable of being misunderstood, garbled, inaccurate or incomplete. You shall inform us immediately upon your awareness of and/or knowledge of any communication which is unauthorised, given in error, forged, fraudulent, unclear or reasonably capable of being misunderstood, garbled, inaccurate or incomplete and rectify the same promptly.
- (d) Unless otherwise provided in this agreement, all communication, from you and/or the business member take effect only 1 banking day or such further reasonable time as we may require (whether or not notified to you and/or the business member) after the actual receipt by our relevant officers in charge of the subject matter of such communication.
- (e) We will not be liable for any loss or damage suffered or incurred by you howsoever or whatsoever arising from or in connection with:
  - (i) any use of electronic mail or SMS services; or
  - (ii) any failure to follow prevailing instructions, procedures, form and directions prescribed by us for the provision of any communication to us; or
  - (iii) any failure to use electronic mail services and/or SMS procedures or forms which are prescribed by us; or
  - (iv) any failure, suspension, interruption, cessation, delay, interruption, disruption, errors, defects or fault in equipment, software, hardware, Internet, Internet browsers, online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system; or
  - (v) any failure, suspension, interruption, cessation, delay, interruption, disruption, errors, defects or fault in the transmission of communication to us or authorizations or acknowledgements from us or any wrongful interception of any communication through any online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system whether or not owned, operated or maintained by you, us or any other person; or

- (vi) us relying or acting on any communication from given by you notwithstanding that it may not have been given by you or with your consent or authority; or
- (vii) any delay or refusal by us to execute any communication that may be validly be given by you or authenticated by you including for reasons due to applicable law; or
- (viii) any capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities; or
- (ix) any corruption or loss of any data or communication stored in any equipment or in the course of transmission thereof through online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system including any errors generated in the transmission of any communication; or
- (x) our failure to acknowledge any communication sent by you to us; or
- (xi) any communication which are unauthorised, conflict with or inconsistent with any prior communication given by you to us or given in error, forged, fraudulent, lack clarity or reasonably capable of being misunderstood, garbled, inaccurate or incomplete; or
- (xii) your provision of wrong or inaccurate electronic mail address or mobile phone number to us or your failure to update us of any change or proposed change in your electronic mail address or mobile phone number; or
- (xiii) your failure to regularly check your electronic mail or mobile phone.

#### 14.4 Notify changes of particulars

- (a) You must promptly notify us in writing if:-
  - (i) you intend to reside outside Singapore; and/or
  - (ii) there is any change or proposed change in the particulars which you have given to us (including but not limited to your name, identification numbers, mailing, home, electronic mail or office address, your home, office, facsimile, telephone number including or mobile phone number and your employment), and you must immediately provide us with any or other information and documents as we may require from time to time in our absolute discretion.
  - (iii) there is any change in your salary or appointment with the employer; and/or
  - (iv) your employment with the employer is terminated or suspended.
- (b) The business member must promptly notify us in writing of:-
  - (i) any change or proposed change in the organisation of the business member; and
  - (ii) the death of the business member (if it is a sole proprietor) or of a partner of the business member (if it is a partnership firm); and
  - (iii) any change or proposed change in its rules of constitution or analogous constitutional documents (if the business member is an unincorporated association); and
  - (iv) any change or proposed change in its memorandum or articles of association or analogous constitutional documents and/or any change or proposed change in its paid-up share capital or the identity of any of its shareholders or board of directors (if the business member is a company); and
  - (v) the commencement of bankruptcy, winding up or judicial management proceedings against the business member or the passing of a resolution for winding up of business member, or the appointment of a receiver or receiver and manager over any of the assets of the business member, or the cessation of business of the business member or the business member entering into a scheme of arrangement or other similar proceedings under the Companies Act, Cap. 50; and
- (c) The business member must notify us of particulars of the business member's representatives authorised to communicate with us from time to time in relation to any matter concerning the card account (without prejudice to our right in our absolute discretion to liaise with any other person representing or purporting to represent the business member from time to time).

#### 14.5 Service of legal process

- (a) We may serve a writ of summons, statement of claim or other legal process or any other document requiring personal service in respect of any action or proceedings under this agreement on you and/or the business member by leaving it at, or sending it by ordinary post to, your and/or the business member's last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided to us or to our solicitors. Nothing in this clause shall affect our right to serve legal process in any other manner permitted by law.
- (b) Such legal process or document is deemed to have been duly served on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered).

#### 14.6 Miscellaneous

Notwithstanding anything in this agreement, all communication from us may be sent to your electronic mail address or mobile phone number as provided by you to us. You represent that you are the registered owner on record of the electronic mail address or mobile phone number that you have provided to us.

### 15. APPROPRIATION OF PAYMENT/RIGHT OF SET-OFF

#### 15.1 Right of appropriation

We are entitled in our absolute discretion to apply and appropriate all payments received by us in such manner or order of priority as we may deem fit, notwithstanding any specific appropriation of such sums by the business member or any person making such payment. Without prejudice to the generality of the foregoing, we may apply payments received by us in the following order of priority:-

- (a) (i) all unpaid interest, fees and charges shown in any previous master billing statement of account;
- (ii) all unpaid interest, fees and charges shown in the current master billing statement of account;
- (iii) all unpaid fund transfer balances (subject to 15.1(b)), Card transactions shown in any previous master billing statements of account;
- (iv) all unpaid fund transfer balances (subject to 15.1(b)), Card transactions shown in the current master billing statement of account;
- (v) all unpaid fund transfer balances (subject to 15.1(b)), Card transactions not yet included in the computation of any master billing statement of account.
- (b) Payments made to your Card account will always reduce the balances transferred under the latest fund transfer program (after it has been reflected in your statement of account) before reducing any other outstanding balance in your Card account (including any balances transferred from previous fund transfer programs).

#### 15.2 Right of set-off

- (a) We may at any time and from time to time and without liability in any way to the business member, combine or consolidate any one or more accounts which the business member may have with us and set-off or apply any monies standing to the credit of such accounts in or towards the discharge of any unpaid current balance specified in a master billing statement of account or vice versa.
- (b) Where such combination, consolidation and/or set-off requires the conversion of one currency into another, we are entitled to effect such conversion at such time and rate of exchange in accordance with our usual practice and the business member must bear all exchange risks, losses, commission and other bank charges which may thereby arise.

### 16. EXCLUSION OF LIABILITY

#### 16.1 Goods/services supplied by merchant

You and/or the business member will not hold us responsible for (a) goods or services supplied by any merchant or the quality or performance of any goods or services pursuant to or in relation to any card transaction, or (b) any loss you suffer or may suffer in connection with any card transaction where it is proven that or, you claim that, the merchant had forced, coerced or pressured you in any way to effect the card transaction, even if we have been advised of the possibility of the loss. If you and/or the business member have any complaint against any merchant (including but not limited to any claims that the merchant had forced, coerced or pressured you to perform the card transaction),

you and/or the business member shall resolve such dispute with the merchant directly; the business member's liability owing to us will not be affected by such dispute or any counterclaim or right of set-off which you and/or the business member may have against such merchant. Your and/or the business member's rights under this agreement are not to be assigned or otherwise disposed of.

**16.2 Card not accepted by merchant**

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

**16.3 Loss/damage in connection with your card account**

Notwithstanding any other terms and conditions of this agreement, we are not liable to you and/or the business member for any loss, damage, inconvenience, embarrassment, cost and expense of any nature which in any way may be suffered or incurred by you and/or the business member or by any other person in respect of or in connection with your card account and/or this agreement, including without prejudice to the generality of the foregoing, our acting or acceding to any communication, requests or instructions under clause 14.3(b); any repossession of the card or any request for its return; any malfunction or failure of any machine or system of authorization or transmission link or ATM; any damage or loss of the card; or any inability to retrieve any data or information that may be stored in the card howsoever caused.

**16.4 Inability to perform our obligations**

We are not liable if we are unable to perform our obligations under this agreement, due directly or indirectly to the failure of any machine or communication system, defect or damage of the card, industrial dispute, war, Act of God, or anything outside our control or the control of our Representatives. If we are unable to produce or send a memo statement of account to you or a master billing statement of account to the business member for any reason whatsoever, we are not liable to you and/or the business member in any way and your and/or the business member's liabilities and obligations under this agreement will not be prejudiced and will continue to accrue.

**16.5 Act or default of agents/contractors**

You and/or the business member agree that we have the absolute discretion to use such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in this agreement, and we are not liable to you and/or the business member for any act, omission, neglect or wilful default on the part of such agents, contractors and/or correspondents.

**16.6 Duress**

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

**17. INDEMNITY**

**17.1 Indemnify us for loss/damage**

The business member will fully indemnify us and hold us harmless against any loss, damage, liability, cost and expense (including legal costs on a full indemnity basis) which we may incur or suffer as a result of or in connection with your card account and/or this agreement, including without prejudice to the generality of the foregoing:-

- (a) your and/or the business member's breach of any obligations under this agreement;
- (b) the actual or attempted enforcement or protection of any of our rights and remedies against you and/or the business member; and/or
- (c) any change in any law, regulation or official directive which has an effect on the card, the card account and/or this agreement, and the same may be debited to your card account and/or shall be paid by the business member on demand.

## **18. RECURRING/INSTALMENT PAYMENTS**

### **18.1 Authorization and payment**

If you use the card to purchase goods or services by instalments or to make payments on a recurring basis, you and the business member thereby authorize us to pay such instalments for you as they become due and the business member agrees to make payment for each such instalment when we debit the same to your card account.

### **18.2 Automatic transfer to new card account**

If you are issued with a replacement card with a different card number, you will need to re-establish any recurring payment instructions you have with your respective billing organization(s) to avoid any disruption to your bill payments and/or lapses in your policies (where applicable) and we will not be liable for any loss or damages incurred by you in connection with your failure to do such update. Further, if your recurring payment instruction is with a Specified Organisation named in <http://citibank.com.sg/recurringmerchants>, you agree that we may, but are not obliged to, automatically charge your bills to such replacement card.

### **18.3 Suspension/Termination of account**

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

### **18.4 Other terms and conditions**

The business member also agrees to be bound by any other specific terms and conditions governing such recurring/instalment payment scheme. In the event of conflict, such specific terms and conditions are to prevail over the provisions of this clause but only to the extent necessary to give full effect to those terms and conditions.

## **19. GENERAL**

### **19.1 Change of agreement**

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

### **19.2 Rights are cumulative**

The rights and remedies provided in this agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

### **19.3 No waiver of our rights**

- (a) No failure on our part to exercise and no delay on our part in exercising any right or remedy under this agreement will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.
- (b) Any waiver by us of our rights or remedies in respect of any term of this agreement or any breach of this agreement on your and/or the business member's part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.

### **19.4 Use of artificial intelligence or data analytics**

You acknowledge that we may use artificial intelligence or data analytics (i.e. technologies that assist or replace human decision-making) whilst providing products and services to you, for purposes including but not limited to risk assessment, statistical, trend analysis and planning; and to make decisions, provide, operate, process and administer your accounts and services with us.

### **19.5 Record is conclusive and binding**

Our records (including computer and microfilm stored records, or any other electronic records stored by us) of all matters relating to you and/

or the business member, any card transaction, your card and/or your card account is conclusive evidence of such matters and is binding against you and/or the business member for all purposes, save for manifest error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You and/or the business member hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever. We may, in our absolute discretion, destroy any document relating to any card transaction or your card account after microfilming or otherwise recording the same in such manner as we may deem fit as well as to destroy such microfilm and records (including any electronic records) at any time.

#### 19.6 Provisions are severable

Each of the terms and conditions of this agreement is severable and distinct from one another and if at any time any one or more of the terms and conditions of this agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way.

#### 19.7 Recording telephone calls

You and/or the business member consent to our recording of telephone calls with us (whether made via TBS or otherwise) and for such recordings to be used for any purpose as we deem fit including to provide evidence of instructions and other verbal communications, for quality and training purposes, as evidence in any proceedings against you, the business member or any other person.

#### 19.8 Bound by other terms and conditions

- (a) You agree to be bound by all terms and conditions ("Other Terms and Conditions") governing the use of such facilities, benefits or services, which may from time to time be made available to you by us in connection with your card account, as the same may be amended or varied and notified to you from time to time. If there is any conflict between this agreement and the Other Terms and Conditions (including but not limited to the Telephone Banking Service Terms and Conditions), then subject to clause 19.3 the former will prevail and apply and the latter will be deemed to be modified so far only as it is necessary to give effect to the provisions of this agreement. Unless otherwise provided by this agreement, nothing in this agreement will affect the validity and enforceability of our rights or remedies under the Other Terms and Conditions which will continue to apply. For the purposes of this clause, "Alerts" refer to outgoing transaction notifications.
- (b) You agree to observe the duties imposed on you under the E-Payments User Protection Guidelines ("Guidelines") issued by the Monetary Authority of Singapore in connection with your card account, which include:
  - (i) providing updated and accurate account contact details for us to send you Alerts (in accordance with your alert preferences) in real time or on a batched basis;
  - (ii) enabling and monitoring Alerts. In this regard, the Guidelines state that "it is [your] responsibility to enable transaction notification alerts, to opt to receive all transaction notifications for all outgoing transactions of (any amount) made from your card account, and to monitor the transaction notifications sent to you";
  - (iii) (aa) not voluntarily disclosing your card account access codes to a third party (except as instructed by us), (bb) not disclose your card account access codes in a recognizable way, (cc) not keep a record of your card account access codes in a way that allows a third party to easily misuse the access code;
  - (iv) protecting your login credentials to your card account, where login credentials include your login ID, access code, PIN/password, OTP or other credentials that are used to authenticate your identity;
  - (v) where you use a device to access your card account, you should (aa) update the device's browser to the latest version available; (bb) patch the device's operating systems with regular security updates provided by the operating system provider; (cc) install and maintain the latest anti-virus software on the device, where applicable and (dd) use strong passwords, such as a mixture of letters, numbers and symbols;



- (vi) report unauthorized transactions to us (via the available reporting channels) as soon as practicable after receipt of any Alert for any unauthorized transaction. Where such reporting is delayed, to provide us with reasons for the delayed report;
- (vii) provide us with information, upon our request, on any unauthorized transactions within a reasonable time; and
- (viii) make a police report if requested by us in order to facilitate our claims investigation process.

For the purposes of clause 19.8(b) and (c), “unauthorized transaction” in relation to your card account, means any payment transaction initiated by any person without your actual or imputed knowledge and implied or express consent.

(c) You acknowledge that:

- (i) we will send Alerts to you via email and/or sms to an email address and/or mobile number as provided by you (according to your alerts preferences);
- (ii) Alerts will be sent real time, but you understand that your receipt of Alerts is subject to other conditions not within our control including whether your internet and/or mobile phone operator being able to support the service;
- (iii) Alerts will contain information which would allow you to identify the transaction as being an authorized transaction or unauthorized transaction;
- (iv) where a transaction is effected by way of internet banking, any mobile phone application or device arranged for by us for payment transactions, we will provide an onscreen opportunity for you to confirm the payment transaction and recipient credentials before we execute any authorized payment transaction; and
- (v) you should report unauthorized or erroneous transactions to the available reporting channels.

For the purposes of clause 19.8(c) and (d), “payment transaction” means an act, initiated by the payer or payee, of placing, transferring or withdrawing money, irrespective of any underlying obligations between the payer or payee, where the act is initiated through electronic means and where money is received through electronic means, and includes:

- (1) the placing, transferring or withdrawing of money for the purposes of making payment for goods or services; and
- (2) the placing, transferring or withdrawing of money for any other purpose.

(d) As a responsible financial institution, we will observe our duties under the Guidelines and in the event of any inconsistency between the terms and conditions of this agreement and the Guidelines, the Guidelines will prevail. For the avoidance of doubt, the liability apportionment set out in section 5 of the Guidelines do not apply to payment transactions on credit cards issued by us in Singapore.

### 19.9 Assignment

We may at any time in our absolute discretion assign any of our rights under this agreement or any card account to any third party whosever without your and/or the business member’s consent. Without prejudice to the generality of the foregoing, you and/or the business member hereby irrevocably agree to any novation of the agreement made between you, the business member and us hereunder and any other agreement, document, assurance and guarantee in connection therewith (including but not limited to the Other Terms and Conditions) or with your card account(s) or any facilities and services available in connection with the card or securing your and/or the business member’s obligations thereunder, and irrevocably agree that we are entitled to and may assign or transfer absolutely to a transferee all or some of our rights, title, interests, benefits, obligations and liabilities under the terms and conditions of this agreement and/or under any instrument(s) and/or any other agreement, document, assurance and/or guarantee in connection therewith (including but not limited to the Other Terms and Conditions) and/or with your card account(s) and/ or any facilities and services available in connection with the card and/or securing your obligations thereunder. You and/or the business member further irrevocably agree that any such novation, assignment or transfer may be effected by our delivering to you and/or the business member a notice to that effect whereupon (a) our assigned or transferred rights, title, interests and benefits thereunder shall be transferred to and assumed by the transferee, (b) we shall thereafter be fully

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

#### **19.10 Tax**

You agree that we, any Citigroup Organisation or Third Party Service Provider may withhold or deduct any Collected Amount which is required to be withheld or deducted to comply with any Law or Regulation from any payment to you, or to or from an account that you maintain with us. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. We will notify you of any Collected Amount as soon as reasonably practicable. You acknowledge that we will not be required to reimburse you for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent we or any Citigroup Organisation or Third Party Service Provider pays or has paid from its own funds or is or will become required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, you will indemnify us for such payment, plus any interest and penalties thereon. You understand and agree that we are not required to contest any demand made by an Authority for such payment.

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

#### **19.11 Governing law**

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

#### **19.12 Exclusion of Rights of Third Parties**

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

#### **19.13 U.S. Laws and Regulations**

You and the business member understand that as a subsidiary of Citigroup Inc., a U.S. financial holding company, we are required to observe certain U.S. laws and regulations, including but not limited to those relating to economic sanctions on certain countries, organizations and/or individuals issued by the U.S. government. You and the business member understand and accept that these laws and regulations may result in us taking or refraining from taking certain actions, including but not limited to suspending or terminating your card account(s) or holding or returning the funds which are the subject of payment instructions made by you or in your favour. Neither Citibank Singapore Limited nor any Citigroup Organisation will be liable for any loss to you and/or the business member as a result of our taking or refraining from taking any actions (which we consider in our sole determination, to be appropriate or requested) to comply with any U.S. laws or regulations

## TELEPHONE BANKING SERVICE TERMS AND CONDITIONS

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

### 1. DEFINITIONS

- (a) In these terms and conditions, unless the context otherwise requires, the following words when used have the following meanings respectively set out below:-

“**Account**” means an account maintained by an Account Holder with the Bank;

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

“**Bank**” means Citibank Singapore Limited;

“**Service Instructions**” means such instructions given to the Bank via any Telephone Banking Service;

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

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

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

### 2. USE OF TBS ACCESS CODE

- (a) An Account Holder may operate the TBS in relation to his Account by using his TBS Access Code.
- (b) Any Service Instructions identified by the Account Holder’s TBS Access Code shall be deemed to be given by the Account Holder and shall be conclusive and binding on the Account Holder and the Account Holder hereby authorises the Bank to act on any such Service Instructions identified by the Account Holder’s TBS Access Code.
- (c) All acts on the part of the Bank pursuant to such Service Instructions identified by the Account Holder’s TBS Access Code shall be conclusive and binding on the Account Holder (notwithstanding that such Service Instructions may not have been given by the Account Holder or with his consent or authority).
- (d) Notwithstanding and without prejudice to the other terms and conditions herein, the Bank shall be entitled (but not obliged), in its absolute discretion, to permit the Account Holder to operate the TBS without the use of his T-PIN upon verifying the identity of the Account Holder in accordance with the Bank’s prescribed procedure then prevailing.
- (e) Notwithstanding and without prejudice to the other terms and conditions herein, the Bank shall be entitled, in its absolute discretion and without notice, to refuse to act on all or any Service Instructions; and the Bank shall be entitled in its absolute discretion to require written confirmation of the Account Holder’s Service Instructions (even where identified by the Account Holder’s TBS Access Code), and to refuse to act on any such Service Instructions unless and until such written confirmation is received by the Bank.
- (f) The use of any TBS and the TBS Access Code is also subject to the Bank’s terms and conditions governing the type of Account or facility of which the TBS may be operated in connection therewith and nothing in these terms and conditions shall be construed as amending or varying those terms and conditions.

(g) The Bank shall at its absolute discretion, be entitled to change, de-activate or revoke the use of the TBS Access Code at any time without giving any reason whatsoever and without prior notice to the Account Holder.

**3. DISCLOSURE OF TBS ACCESS CODE TO THIRD PARTY**

(a) The Account Holder must exercise all care to ensure that the TBS Access Code is not disclosed to any person and shall take all steps to prevent forgery or fraud in connection with the use of his TBS Access Code and/or the operation of the TBS. If the TBS Access Code is disclosed to any person, the Account Holder must forthwith give the Bank written notice thereof, thereupon the Account Holder shall immediately cease to use the TBS Access Code.

(b) Unless and until the Bank receives such written notice of disclosure, the Account Holder shall be fully liable and be bound by all transactions effected by the use of such TBS, with or without his consent or knowledge.

**4. RECORDING OF SERVICE INSTRUCTIONS**

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

**5. BANK'S RECORD OF TRANSACTIONS**

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

**6. CHANGE OF T-PIN**

The Account Holder may change his T-PIN from time to time in accordance with the Bank's prescribed procedure then prevailing. The Bank shall be entitled, in its absolute discretion and without liability and without giving any reason, to reject any selection made by the Account Holder as his substituted T-PIN; if the Bank so approves, such substituted T-PIN, shall take effect from the time of receipt by the Bank of such instructions from the Account Holder. The Account Holder shall take all steps not to select such numbers as a substitute T-PIN which may easily be ascertained or otherwise facilitate fraud or forgery.

**7. CANCELLATION OF TBS ACCESS CODE**

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

**8. FUND TRANSFER FACILITIES VIA TBS**

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

**9. BANK'S DISCRETION**

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

**10. LIMITATION OF LIABILITY**

(a) The Bank shall not be liable for any loss, damage, cost or expense which the Account Holder may suffer or incur in connection with or as a result of the Bank acting on any Service Instructions identified by the Account Holder's TBS Access Code (notwithstanding that such Service Instructions may not have been given by the Account

Holder or with his consent or authority) and the Account Holder agrees to indemnify the Bank against any loss, damage, cost, expense and fees (including legal fees on a full indemnity basis) which the Bank may thereby suffer or incur.

- (b) The Bank shall not be liable if it is unable to perform its obligations under these terms and conditions due, directly or indirectly, to the failure of any machine or communication system, any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants and/or agents.
- (c) The Bank reserves the right to act through such agents, contractors or correspondents as the Bank deems fit to carry out or procure any of the matters or transactions governed by or contemplated in this Agreement; the Account Holder agrees that such agents, contractors and correspondents are employed at the Account Holder's sole risk and expense and the Bank shall not be liable to the Account Holder for any act, omission, neglect or wilful default on the part of such agents, contractors and correspondents.

**11. VARIATION OF TERMS AND CONDITIONS**

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

**12. TERMS AND CONDITIONS TO PREVAIL**

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

**13. GENERAL**

- (a) If any one or more of these terms and conditions or any part thereof shall be declared to be illegal, invalid or unenforceable under any Law or Regulation, it shall not affect the legality, validity or enforceability of any other parts thereof or any other terms and conditions herein.
- (b) The remedies under these terms and conditions are cumulative and are not exclusive of the remedies provided by law.
- (c) No failure or delay to exercise or enforce the Bank's rights, remedies and powers shall operate as a waiver thereof and no waiver by the Bank of a breach of any of these terms and conditions on the part of the Account Holder shall be considered as a waiver of any subsequent breach of the same or any other terms and conditions herein.
- (d) These terms and conditions are governed by Singapore law and the Account Holder hereby submits irrevocably to the non-exclusive jurisdiction of the Singapore courts.

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