

## **CITIBANK CARD TERMS AND CONDITIONS (EFFECTIVE 15 April 2019)**

These are the terms and conditions governing the use of your Card (defined below) issued by Citibank Berhad which is binding on you. You are deemed to have accepted these terms and conditions and are bound by them once you start using your Card. In this respect, activation of your Card(s), your signature or confirmation on any transaction record, sales draft, credit vouchers, cash withdrawal slip, any charge record and/or return of acknowledgement of receipt slip will constitute binding and conclusive evidence of your acceptance of these terms and conditions. As such, you should read and understand these terms and conditions before doing so.

Further, these terms and conditions may be superseded by variations, revisions or changes from time to time and at any time, subject to prior notice and we are obliged to inform you that your retention or use of your Card after the effective date of such variations, revisions or changes will constitute your acceptance of such variations, revisions or changes by you without any reservation.

### **Definitions**

In these terms and conditions, the following definitions apply.

*“Account(s)”* means any one or more accounts which you open (or which we open on your behalf) and maintain with us from time to time (being any type of category, and whether opened in a single or joint name(s) or in trust and where the context indicates or so permits, include Card Account and/or Other Bank Accounts) and *“Account”* means any of them.

*“American Express”* means American Express Limited, a corporation with its principal office at American Express Tower, 200 Vesey Street, New York NY 10285, and includes its successors-in-title and assigns. American Express® is a trademark of American Express. This Card is issued by Citibank Berhad pursuant to a license from American Express.

*“Authorities”* means any competent regulatory, prosecuting, tax or governmental authorities in any jurisdiction, domestic or foreign.

*“Card”*, means any physical, digital or virtual card, with or without a cash back feature, or any other access devices, such as account numbers, that we have issued to permit you to obtain credit under these terms and conditions.

*“Card Account”* means your VISA Card account, MasterCard account and/or American Express Card account issued by us.

*“Citigroup”* means the Bank, the Bank’s head office, branches, representative offices and any subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by Citigroup Inc. and any of their respective branches and offices, wherever situated.

*“Citigroup Organisation”* means any affiliate or subsidiary of Citigroup Inc., present and/or future including any branches and/or representative officers of such affiliate and/or subsidiary.

*“Credit Limit”* means the limit of the credit granted by us to you under each Card.

“*Current Balance*” means the outstanding balance or amount due as specified and appearing on your monthly statement.

“*Non-Revolving Instalments*” means the sum of all monthly instalments which are due by you to us in accordance with the terms and conditions of the products implemented, amended and/or substituted by us, as shown in the monthly statement or in any other written notice communicated by us to you.

“*Customer Credit Limit*” means the total credit limit extended to you to cover the use of all the Cards you hold, regardless of the existing applicable Credit Limit for each Card.

“*GIRO*” means the Citibank Inter-bank GIRO service effected through the Inter-bank GIRO System.

“*Inter-bank GIRO System*” means a funds transfer payment system operated by Malaysian Electronic Payment Systems (1997) Sdn. Bhd. (including its successors in title and assigns) to allow you to request your bank to make inter-bank payments or collect payments to either your own account or any third party account(s) maintained with any bank or financial institution (other than Citibank) licensed under the Financial Services Act, 2013 (as may be amended or superseded from time to time) carrying on banking business or banking and finance company business in Malaysia which is a participant to the Inter-bank GIRO System.

“*MasterCard*” or “*MasterCard International*” means MasterCard International Incorporated, a company registered as per the laws of Delaware, U.S.A. and whose office is situated at 2000 Purchase Street, Purchase NY 10577-2509 and includes its successors-in-title and assigns.

“*Ordinary Transactions*” means all transactions effected through the use of the Card other than transactions in respect of which the Current Products Payment Sum is payable.

“*Other Bank Accounts*” means your other bank account or accounts with us apart from your Card Account and includes your joint account with a third party (if any).

“*Payment Infrastructure Provider*” means 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.

“*Taxes*” means all taxes, levies, imposts, charges, assessments, deductions, services tax, value added taxes, tax on the sale or disposition of any property, duties, withholdings and related liabilities, including additions to tax, penalties and interest imposed on or in respect of any products and/or services you have taken from the Bank; provided that “taxes” does not include income or franchise taxes imposed on or measured by the net income of Citibank or its agents.

“*Third Party Service Provider*” means a third party selected by Citigroup Inc, Citigroup Organisation, we and/or their/our officers, directors, employees, agents, representatives and/or professional advisers, to provide services to them/it 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.

“*Visa*” or “*Visa International*” means VISA International Service Association, an association incorporated in the State of Delaware, United States of America with its registered office at 900,

901, 800, Metro Center Boulevard, Foster City, CA 94404-2172, United States of America of which we are a member institution and includes its successors-in-title and assigns.

“We”, “Us”, “Our” and “the Bank” means Citibank Berhad (297089-M), the issuer of your Card under your Card Account.

“You”, “Your” and “Yours” means all persons responsible for complying with the these terms and conditions, including an applicant of a Card and to open the Card Account, the Supplementary Cardholder and the person to whom we address the monthly statement or statement of accounts.

## 1. Minimum Age

### Principal Card Applicant

For principal card applicants, the minimum age is 21 years old.

### Supplementary Card Applicant

For supplementary card applicants, the minimum age for all card types is 18 years old, (except for the CitiBusiness Card where the minimum age is 21 years old, and is only for employees with a declared minimum income of RM24,000 per annum).

## 2. Minimum Income

### Minimum Income (fixed plus proven variable income) per annum.

- (1) The minimum income of individual card applicants is RM24,000 per annum (including CitiBusiness Cards), or such higher income requirements as the Bank may determine as it deems fit.
- (2) If you are unable to prove your minimum income but meet the minimum age requirement, we may as we deem fit, require you to place a fixed deposit of the amount equivalent to the credit limit granted to you, which must be maintained for as long as the Card has not been terminated by us or you.

## 3. Using your Card Account and Your Credit Limit

- (1) Upon receipt of your Card,
  - (a) you undertake to sign on the signature strip on the back of the Card (using the same signature affixed on the application form); and
  - (b) you will be prompted to activate your Card and create a PIN via interactive voice response (IVR) channel, secured online channels or any other secured channels specified by us and within the period notified by us.
- (2) Subject to these terms and conditions, whether or not you sign on the Card or activate your Card, you are fully responsible for complying with all these terms and conditions, including the obligation to pay us for all balances due on your Card Account, including retail transactions, disbursements, withdrawals existing standing instructions howsoever made or incurred by you. **Save for clear evidence of fraud, forgery or unauthorised**

**transactions**, the signature on any sales slip or draft, receipts or credit vouchers or any record of use, advances, transaction, charge, disbursements or withdrawals or any other transaction records shall be binding and conclusive evidence that such amounts have been incurred.

- (3) Subject to Clauses 13 and 14 below, when we issue a Card to you:
  - (a) you must create a PIN within the time frame determined by us; and
  - (b) **you must treat your PIN as strictly confidential and you must not disclose your PIN to any person under any circumstances or by any means, whether voluntarily or otherwise.**
- (4) You will be assigned a Credit Limit on the use of the Card. If you have 2 or more Cards, you will be assigned a Customer Credit Limit which represents the total credit limit extended to cover the use of all the Cards held by you, regardless of the existing applicable credit limit for each Card. Both your Customer Credit Limit and the existing applicable Credit Limit for each Card will be indicated in your statement of accounts or monthly statement.
- (5) Subject to Clause 25 below, you may also request for a change to your Credit Limit or Customer Credit Limit by contacting us through CitiPhone or by way of written instruction to us to the address or channel designated by us. Any request for an increase to your credit limit or Customer Credit Limit is subject to our credit assessment. Even if a Credit Limit or Customer Credit Limit has been assigned or approved at your request, the Customer Credit Limit and the existing applicable Credit Limit for each Card may be revised by us at any time with notice to you. Any new credit limit will be notified to you either by way of notice or through your statement of accounts or monthly statements. For the avoidance of doubt, such change in credit limit may come into effect prior to receipt of notice by you.
- (6) The total Credit Limit is available for the purchase of goods and services wherever the Card is honoured. Your cash advance limit is available through our bank counters or any ATM which accepts the Card.
- (7) You must ensure that the total amount charged to your Card Account **MUST NOT** exceed your Credit Limit or Customer Credit Limit, whichever is lower, at any time without our approval.
- (8) However, without prejudice to our rights under these terms and conditions, we are entitled (but not obliged) to approve transactions, as we deem fit, which may result in your Credit Limit or Customer Credit Limit being exceeded. Processing a transaction which takes you over your Credit Limit or Customer Credit Limit does not mean that we are increasing your Credit Limit or Customer Credit Limit.
- (9) In the event your Credit Limit or Customer Credit Limit is exceeded for any reason whatsoever, the provisions of Clause 25 below will apply.
- (10) To ensure compliance of any laws, regulations and directives (by the relevant Authorities, including Bank Negara Malaysia) introduced or revised from time to time, you expressly agree that we are entitled (but may not be obliged) to suspend, cancel, terminate your Card and Card Account and/or reduce your Credit Limit and/or Customer Credit Limit

previously assigned upon the issuance of any Card to you. In this respect, you undertake to abide by and comply with any such laws, regulations and directives.

#### 4. Card

- (1) At all times, your Card remains our property and must be surrendered to us immediately upon our request, or the request of our duly authorised agent. Upon expiry of your Card, you must cut your expired Card it into halves or several pieces across the magnetic strip and the microchip embedded in the Card (if any) so that those components are completely damaged and request for a new Card. It is up to our discretion whether to issue a new Card.
- (2) Your Card cannot be transferred and will be used exclusively by you. You must not pledge your Card as security for any purpose.
- (3) Your Card may be used by you in connection with the facilities made available by us, including the following:
  - (a) the payment for purchase of goods and/or services which are charged to your Card Account;
  - (b) any ATM transaction effected through your Other Bank Accounts;
  - (c) any cash advance facility which is debited to your Card Account; and
  - (d) other facilities offered by us, subject to prior arrangement with us.
- (4) Neither you nor your Supplementary Cardholder(s) (as defined in Clause 6 below) may use and are prohibited from using a Card for:
  - (a) any unlawful, fraudulent, dishonest or unauthorised activities which are or which you believe are prohibited under these terms and conditions or the laws of Malaysia; or
  - (b) any online gambling, wagering and/or betting activities.
- (5) We may refuse to approve transactions made using a Card if we believe or suspect the transactions are unlawful, fraudulent, dishonest or unauthorised. In this regard:-
  - (a) the use of the Card is conditional upon there being no contravention of any applicable laws, regulations or rules issued from time to time by Bank Negara Malaysia or such other Authorities have jurisdiction over us;
  - (b) you represent and undertake (and will continue to represent and undertake) that our decision to approve, grant or make or continue to make available the Card to you will not contravene nor be in breach of any prevailing laws, regulations or rules that may be imposed on us from time to time by Bank Negara Malaysia or such other Authorities have jurisdiction over us; and
  - (c) you agree that we do not owe you any duty and/or obligation to monitor and block the use of the Card for any prohibited activities, although we are entitled to do so at anytime. If we find that your Card has been used for unlawful activity, we may immediately terminate the use of the Card. Credit of any winnings, unspent chips, or other value which may be used for gambling transactions will not be accepted or credited into your Card Account.

- (6) You cannot use your Card for business and/or commercial purposes which are deemed to be unacceptable by us. We are entitled to block the authorisation for the use of the Card for such activities.

## 5. Terminating the Use of Your Card

- (1) At any time, you may terminate the use of your Card by calling CitiPhone or giving prior written notice to us and returning the Card cut in halves or several pieces across the magnetic strip and across the microchip embedded in the Card (if any) at your own cost. No refund of the annual fee will be made to you.
- (2) You will remain liable for the outstanding balances and any amount of any transactions effected through the use of your Card (whether before or after the termination of your Card), including transactions effected but not yet posted to the Card Account, and transactions arising from any mail or telephone order schemes, existing standing instructions or otherwise, made or purported to have been made by you to a merchant for the provision of goods and services and charged to the Card Account.
- (3) It is your sole duty and responsibility to notify the merchant and cancel any existing standing instructions prior to or upon termination of your Card.

## 6. Supplementary Cards

- (1) You may request additional Cards on your Card Account ("**Supplementary Card(s)**") for a person or persons nominated by you to be an additional Cardholder or Cardholders ("**Supplementary Cardholder(s)**"). However, if you do, you must pay us for all charges made by the Supplementary Cardholder(s), including charges for which you may not have intended to be responsible and notwithstanding that the Supplementary Card(s) may bear different credit card account numbers and may have separate assigned credit limits. These terms and conditions will apply to the Supplementary Cardholder(s) in relation to the Supplementary Card(s) unless otherwise provided in these terms and conditions. The Supplementary Cardholder(s) may be subject to all other terms and conditions as we may impose from time to time. The Supplementary Cardholder(s) agrees to be bound by these terms and conditions, the Bank's rules and regulations and all other terms and conditions applicable to the Supplementary Card(s).
- (2) All amounts charged to the Supplementary Card(s) will be transferred to your Card Account at the next statement date. As such and subject to these terms and conditions, the Supplementary Cardholder(s) will be able to utilise his/her Supplementary Card(s) up to the whole amount of your available Credit Limit or Customer Credit Limit (if no separate credit limit is assigned to the Supplementary Card(s) or as the case may be, up to the whole amount of the assigned credit limit of his/her Supplementary Card(s) (if a separate credit limit is assigned) after the date of the statement so long as the aggregate charges on the Card and Supplementary Card(s) do not exceed your Credit Limit or the Customer Credit Limit, whichever is lower.
- (3) Even though the Supplementary Card(s) may have a separate credit limit if such has been assigned, we are entitled, as we deem fit, (but not obliged) to approve transactions that result in the credit limit of the Supplementary Card(s) being exceeded, in which event you must still pay us for all charges made by your Supplementary Cardholder(s) including the amounts in excess of the assigned credit limit.

- (4) The Supplementary Card(s) is valid for so long that the Card is valid. Upon the termination of the Card for whatever reason, the use of the Supplementary Card(s) will also terminate. You and the Supplementary Cardholder(s) will be jointly and severally liable to us for all amounts and charges due and owing to us howsoever arising from the use by the Supplementary Cardholder(s) of his own Supplementary Card(s).

## **7. Citibank Credit Card Products**

- (1) We may introduce additional products or programs related to the use of your Card, including products or programs that offer promotional rates, reduced rates or interest, interest-free days, instalment or repayment plans or other special terms.
- (2) We may enter into arrangements with third parties (including service providers and merchants) to offer such additional products or programs on your Card. Applicable terms and conditions of such additional products or and programs are binding on you as if they had been contained in these terms and conditions.
- (3) If there is any conflict between these terms and conditions and the terms and conditions of such additional products or programs, the terms and conditions of the additional products or programs will prevail (unless expressly stated otherwise in the terms and conditions governing such additional products or programs).
- (4) More than one additional products or programs may apply to your Card Account at the same time. We may choose to introduce and terminate any such additional products or programs at our discretion by giving notice to you.

## **8. Transactions with Merchants**

- (1) You expressly agree that we may disclose to any merchant to whom your Card is presented, or any member institution of VISA International, MasterCard International, and/or American Express or their successors-in-title and assigns or any interested persons, your Card account number (of any new, renewed or replaced Card) and any other information, including your last known address, which may be necessary for the use of your Card or the processing of any transaction effected through the use of your Card.
- (2) Without affecting paragraph (1) above, we are not responsible for:
  - (a) any refusal by a merchant or member institution of VISA, MasterCard, American Express, and/or other card associations to accept your Card; or
  - (b) any defect or deficiency in the goods or services supplied to you by any merchant.
- (3) We are not responsible for goods and services purchased with your Card, whether at the merchant's premises or through any written instructions sent by mail, email or facsimile, telephone order, online internet or any other means by which you have authorised the use of your Card for the purchase of goods and services.
- (4) You agree to settle all disputes directly with the merchant who honoured your Card or the relevant member institution of VISA, MasterCard, American Express and/or other card

associations. You will pay us all amounts required by these terms and conditions despite such disputes. You are not entitled to set-off or counterclaim against us or to withhold payment to us by reason of such disputes with the merchant or the member institution of VISA, MasterCard, American Express and/or other card associations.

- (5) When using any Card, you are responsible to check that the goods or services you intend to purchase, its description and the transaction amount(s) is/are correct before you proceed to input your PIN at a merchant terminal or sign the sales slip or transaction records given to you by merchants or a financial institution or otherwise complete any transaction (including through any computer or mobile device) when you use your Card and before you enter your PIN or other identifying number (for example, the 3-digit CVV, CVC or CSC number(s) found near the signature strip at the back of your Card) or password through any electronic banking facility or internet (including through any computer or mobile device). By signing a voucher, slip or transaction report or by entering your PIN or other identifying number or password at an electronic banking facility or internet (including through any computer or mobile device), you are deemed to have accepted that the purchase and transaction amount is correct.

## 9. Auto-Billing Facilities with Merchants

For the purpose of this Clause:

**“Service”** means the auto-billing service which you may have registered with us or Merchant(s) in relation to payments due to the Merchant(s) under which, you authorise us to auto-debit your Card of such amount(s) for purposes of making recurring charges to the Merchant(s) on a monthly basis or at other intervals which we may be notified in writing from time to time.

**“Merchant”** or **“Merchants”** mean the merchants included for the Service from time to time.

- (1) In the event that you obtain a replacement Card for reasons of fraud, replacement of lost, stolen or damaged card, unauthorized transactions on your Card, renewal of expiring card or upgrading of existing card, we may (but are not obliged to) transfer all your existing standing instructions for the Service to the replacement Card to ensure the non-interruption of the Service (whether you have activated the replacement Card or not). **For the avoidance of any doubt, until we receive your confirmation pursuant to Clause 5 above that you intend to cancel or terminate the Card, your obligations under these terms and conditions will continue to be binding.**
- (2) **For the avoidance of further doubt, if you had previously registered the Service with a merchant, it is your sole duty to notify the relevant Merchant(s) of such new replacement Card, updating your existing standing instructions or re-registering the Service for recurring charges to be paid under new your replacement Card is your sole responsibility.**
- (3) If the replacement Card option is not applicable, we may, as we deem fit, elect not to make any payment of the said recurring charges to all or any of the Merchants, in which event you will be responsible for paying the unpaid said recurring charges directly to the Merchant by other means.



- (4) You expressly authorise us to disclose the replacement Card details to the Merchants from time to time for purposes in relation to providing the Service and expressly consent to such disclosure and confirm and declare that no further consent from you is necessary or required in relation to such purposes and we will be under no liability for disclosing such information. This will constitute the consent required pursuant to any statutory or contractual consent for such disclosures.
- (5) You will indemnify and hold us harmless against all losses, costs, damages, expenses, claims and demands (legal or otherwise including costs on a solicitor-and-client and full indemnity basis) which we may incur or sustain in relation to providing the Service to you.
- (6) For the avoidance of any doubt, if you have registered the Service with the relevant Merchant(s) for which, recurring charges are billed by such Merchant(s) to us, until such time such Merchant(s) informs us that the Service has been terminated, we will be entitled to make settlements or payment of the said recurring charges to such Merchant(s) on good faith so long as we receive billings from such Merchant(s) and you will still be responsible for paying such payments made by us to the Merchant(s), notwithstanding any disputes you may have with the Merchant(s) or in regard to the Service.
- (6) Regardless of the Service and our transferring your existing standing instructions to ensure non-interruption of the Service to you, as we deem fit, you remain fully responsible to comply with all terms and conditions existing between the Merchant and you in the relevant underlying contract(s) between yourselves and your obligations set out in such contract(s) will continue to be binding between you and the Merchant.

#### **10. Online or Internet Transactions**

- (1) If you use your Card to purchase goods and/or services through online internet sites or portals (including through any computer or mobile device), you are solely responsible for the security of such use at all times. You agree that the entry of your Card information on the internet is sufficient proof that instructions were given for the use of your Card.
- (2) We are under no obligation to verify the identity or the authority of the person entering your Card information. We are not liable for acting on such use of your Card regardless of whether the person who entered your Card information is authorised to do so, and regardless of the circumstances prevailing at the time of the transaction.
- (3) However, we may, as we deem fit, choose not carry out any transactions over the internet if we have any reason to doubt its authenticity or if in our opinion it is unlawful or otherwise improper to do so or for any other reason.

#### **11. "PIN & PAY" Transactions, "Contactless" Transactions, ATM Transactions and Electronic Banking Services**

- (1) For the purposes of effecting any cash advances or withdrawals via ATMs, you must dip your Card into the ATM slot, followed by entering your PIN. For purposes of transactions at merchant terminals or any point-of-sale (POS) at which your Card is used, to permit you to receive authorisation for a Card transaction to purchase goods or services from a merchant, you are required to enter your PIN, where applicable. In this respect, when you use your PIN:-

- (a) you agree that the PIN may be used to identifying you and for authorising transaction(s); and
  - (b) you are deemed to have agreed to the transaction(s) and have verified that the purchase(s) and the transaction amount(s) performed at the POS is/are correct and accurate.
- (2) We will issue and deliver the PIN to you upon request at your own risk. You should not keep any written record of your PIN at any place or manner which may enable a third party to have access and/or make use of your Card. Failure to comply with this requirement will expose you to the consequences of theft and/or unauthorised use of your Card, for which we will not be in any way liable. We will also not be liable for any claims from any party and/or liabilities arising from the use of your PIN, regardless whether such use is authorised.
- (3) Some Cards may have “contactless” features and can be used make payment for goods or services with contactless readers, terminals or POS devices, by waving the Card or bringing the Card in proximity with such devices. These Cards and related devices may carry Visa PayWave or MasterCard “PayPass” logos and branding or such logos or brands which the Bank or Visa or MasterCard may decide from time to time. Unless informed otherwise, contactless transactions may not require:-
- (a) your signature on any sales slips, terminal or POS device;
  - (b) the microchip embedded in the Card, if any, to be read by such devices; or
  - (c) a PIN to authorise such transaction(s).
- (4) Notwithstanding that, you agree that we can choose not to process a contactless transaction(s) unless such transaction(s) does not exceed an amount as specified by us from time to time and such other conditions as we will notify you from time to time.

## 12. Citibank GIRO Service

- (1) The terms and conditions in this section govern the use of the Citibank GIRO Service (as defined below) which are to be read together with these Citibank Card Terms and Conditions, as well as any other rules and regulations binding on us, including the rules, regulations, manuals and/or guidelines of any funds transfer system to which we belong.

The following terms and expressions will have the following meanings unless the context requires otherwise:-

- (a) **“Account(s)”** means any one or more accounts held by you with us (including checking, savings, time deposit, investment, loan, or Other Bank Accounts, and/or Card Account) to participate or transact through the Inter-bank GIRO system in accordance with the applicable terms and conditions governing them, and as determined by us from time to time; which expression will include all joint holders of the Account(s).
- (b) **“Funds Account”** means an account held by you or any third parties maintained with any Participant.

- (c) **“Funds Transfer Instruction”** means the instruction given by you via any Mode to debit funds from either your checking, saving accounts or Card Account maintained with us and to credit into a Funds Account through the Inter-bank GIRO System.
  - (d) **“GIRO”** means the Citibank Inter-bank GIRO service effected through the Inter-bank GIRO System.
  - (e) **“Inter-bank GIRO System”** means a funds transfer payment system operated by Malaysian Electronic Payment Systems (1997) Sdn. Bhd. (including its successors in title and assigns) to allow you to request your bank to make inter-bank payments or collect payments to either your own account or any third party account(s) maintained with a Participant.
  - (f) **“Mode”** means any mode including over-the counter, Citibank Online, CitiPhone or such other mode as may be prescribed and made available by us from time to time.
  - (g) **“Participant”** means any bank or financial institution (other than Citibank) licensed under the Financial Services Act, 2013 (as may be amended or superseded from time to time) carrying on banking business or banking and finance company business in Malaysia which is a participant to the Inter-bank GIRO System.
  - (h) **“Statement of Account”** means the consolidated statement of account, or statement of account, issued by us every month to you setting out transactions of your Account(s).
- (2) You will be able to access the GIRO service via any Mode and in accordance with the procedures and terms and conditions as may be prescribed by us.
  - (3) The minimum and maximum amount of funds that may be transferred through GIRO will be as prescribed by us and may vary from one Mode of GIRO to another Mode of GIRO through your facilities.
  - (4) To use GIRO, you must complete and submit to us the Funds Transfer Instruction in such form as we may prescribe and will include all such information as required by us. Upon submission of the Funds Transfer Instruction, such Funds Transfer Instruction will be deemed fixed, finalized, effective and binding on you.
  - (5) The duly completed Funds Transfer Instruction received by us will be processed at such designated times on the Business Day on which the instruction was issued, or by the next Business Day, or such other day as at our discretion. **“Business Day”** refers to any day on which banks are open for business in Malaysia other than Saturday, Sunday and gazetted public holidays in Malaysia.
  - (6) You are responsible to pay for all service charges, transaction fees and/or any other amounts imposed by us in respect of the GIRO service. We are entitled to vary such service charges, transaction fees and/or impose additional fees or charges from time to time as we think fit.

- (7) The processing of the Funds Transfer Instruction by us is also subject to the terms and conditions and/or approval of the Participant with which the Funds Account is maintained.
- (8) You are responsible to nominate and ensure that the Funds Account is a designated account capable for the receiving, payment and/or collection of funds via GIRO. It will be your responsibility and not ours to ensure the accuracy of the particulars of the Account(s) given to any Participant either by you or a third party so as to enable a successful transfer of funds from the relevant Funds Account into the relevant Account(s).
- (9) You are responsible to ensure that your Account(s) have the available funds (and where the context indicates, available credit limit) for transfer at the time of processing of the Funds Transfer Instruction. We are not obliged to carry out any payment instructions unless the Account(s) have sufficient funds (and where the context indicates, available credit limit).
- (10) We are not obliged to inform you of any rejection (if any) of any Funds Transfer Instruction. The onus lies with you to ensure that all details and particulars of the Funds Account are accurate and complete.
- (11) We are not obliged to inform you of any receipt of funds through GIRO in your Account(s) upon receipt of the funds or the outcome of any remittance of funds from the Account(s) to the Funds Account. Such information may be obtained by you through Citiphone Banking or Citibank Online or your statement of account.
- (12) By providing the GIRO service:
  - (a) to the fullest extent permitted by law, we will not be responsible or liable for any loss, claim, cost, action or damage incurred or suffered by you and/or any third party as a consequence of the use of the GIRO service.
  - (b) Without limiting the generality of the preceding sub-paragraph, we will not be responsible for, and you will indemnify us against, any loss, damage or embarrassment caused of whatever nature and however arising, including the following situations:
    - (i) Where the other Participant to which the Funds Transfer Instruction has been made to, has delayed, rejected, refused or is otherwise unable to accept such Funds Transfer Instruction;
    - (ii) Where you failed to maintain sufficient funds in the Account(s) to give effect to the Funds Transfer Instruction;
    - (iii) Where you failed to provide us with the timely, complete and correct information for the Funds Transfer Instruction including the particulars of the Funds Account(s);
    - (iv) Where an order of court, governmental directive or regulation or legal requirement directs us to prohibit withdrawals from the relevant Account(s);
    - (v) The occurrence of any other circumstances beyond our reasonable control (such as force majeure or improper handling of payments by a third party) preventing the processing of the Funds Transfer Instruction;

- (vi) Where there is any destruction or alteration of the Funds Transfer Instruction by you through no fault of ours; or
  - (vii) Where there is any failure to credit the Account(s) with funds arising from instructions received from a Participant through the Inter-bank GIRO System for any reason whatever.
- (13) We reserve all rights to amend these terms and conditions, and to cancel, terminate or suspend the GIRO service from time to time as we deem fit.
- (14) Our decision on all matters relating to the GIRO service will be final and binding on you.

### **13. Disclosure of PIN, or Loss, Theft or Unauthorised Use of Card**

- (1) Save as provided below, you shall be and shall remain liable to us for all transactions effected for all goods and services by any merchants and all cash advances or withdrawals, effected through the use of your Card whether or not such usage is authorised by you.
- (2) **You undertake to take all reasonable steps and precautions to keep your Card and PIN secured at all times, including at your place of residence. These include (but are not limited to) not:**
- (a) disclosing your Card details or PIN to any other person;**
  - (b) writing down your PIN on the Card, or on anything kept in close proximity with the Card, which could be lost or stolen with the Card or on anything and anywhere which could be understood by any other person as the PIN to your Card;**
  - (c) using a PIN selected from your birth date, identity card, passport, driving licence or contact numbers;**
  - (d) allowing the Card to be out-of-sight; and/or**
  - (e) allowing any person to use the Card and/or PIN.**
- (3) You must notify us:
- (a) immediately upon receiving an SMS transaction alert if the transaction was unauthorised; or
  - (b) as soon as reasonably practicable after having discovered that the Card is lost, stolen, an unauthorised transaction had occurred and/or there has been a disclosure of your PIN.
- (4) In the event of any loss, theft of the Card, and/or disclosure of the PIN to any person, you must, if so requested by us, provide us with your written confirmation of such event and/or forward us a copy of the police report made by you of the loss, theft of the Card and/or disclosure of the PIN to any person **no later than seven (7) days** from the occurrence of such loss theft, unauthorised use of the Card and/or disclosure of the PIN.
- (5) All charges arising from transactions carried out through your Card, whether authorised or not, including all cash withdrawals and advances, are deemed to have been made by you. You are liable for all such charges once your Card has been delivered to you. For the purposes of this Clause 13, until you have reported loss, theft, unauthorised use of your Card and/or disclosure of your PIN immediately to us or as soon as reasonably practicable

to us upon discovering such loss, theft or unauthorised use and/or disclosure of your PIN, the Bank's records of any transaction effected through the use of your Card is conclusive and binding on you.

- (6) Notwithstanding the above, **you will remain liable to us if:**
- (a) **you have acted fraudulently by being involved in the procurement of goods or services supplied by any merchant, cash advances or ATM transactions effected through the use of your Card and/or PIN by any person; or**
  - (b) **you have failed to inform us upon discovering that your Card has been lost, stolen, used for purposes unauthorised by you and/or your PIN was disclosed.**
- (7) When the lost or stolen Card is found, you must not use the Card and cut into halves or several pieces across the magnetic strip and the microchip embedded in the Card (if any), immediately upon retrieval of your Card.
- (8) We are not obliged to issue a replacement Card following its loss or theft.
- (9) Subject to Clause 14 below, any issuance of a replacement Card is subject to a fee that we may prescribe.
- (10) Upon any loss, theft and/or unauthorised use of your Card or upon discovery that any person or persons have acquired knowledge of the PIN, you must immediately create a new PIN to replace your existing PIN and you may request us to issue a replacement Card. We have the right to accept or to refuse such request.

#### **14. Prevention of Unauthorised Usage of Replacement of Damaged Card, Renewal of Expiring Card and Upgrading of Existing Card**

- (1) Upon the expiry of the validity period of the Card or sooner, we may issue you a new replacement Card, without assigning any reason whatsoever. For security reasons, any new replacement Card(s) dispatched to you is not active. To use the Card at any card terminals, ATMs or any other point-of-sale (POS) at which the Card is used, you must first activate your new replacement Card and create a PIN (if required) via interactive voice response (IVR) channel, secured online channels or any other secured channels channels specified by us.
- (2) For the avoidance of doubt, non-activation of your new replacement Card does not constitute any waiver, indulgence nor cessation of your obligations to pay all outstanding balances, nor would it constitute a revocation of any existing standing instructions (for example, Auto Billing Facilities) or all other transactions (including transactions which have been performed but not posted, or otherwise have been incurred by you) unless you the Card or Card Account has been terminated by you pursuant to Clause 5 above.
- (3) **You are under a duty to use all reasonable care, precaution and diligence to prevent the loss, theft or unauthorised use of your unexpired old Card upon replacement of damaged Card, early renewal of expiring Card and upgrading of existing Card.** All charges arising from transactions carried out through the use of your Card when it has

been carelessly disposed, including all cash advances or withdrawals, are deemed to have been made by you and you are liable for all such transactions.

- (4) Without affecting our rights and even if you have exercised all reasonable care, precaution and diligence to prevent the loss or theft or unauthorised use of your Card, you will still remain liable to us if you have acted fraudulently in that you were involved in the procurement of goods or services supplied by any merchant, cash advances or ATM transactions effected through the use of your unexpired old Card.

## **15. Cash Advance Facility**

- (1) You may obtain cash advances of an amount that we may decide, by the following means:
  - (a) presenting your Card at any of our branches or of any member institution of VISA, MasterCard, American Express, and/or other card associations together with evidence of your identification, and signing the necessary transaction record; or
  - (b) using your Card at any of our ATMs or the ATM of any other bank or financial institution with whom we have an arrangement(s) for the use of the ATMs of the said bank or financial institution (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit imposed by such other bank or financial institution).
- (2) For all inter-country transactions via ATM and/or any member institution of VISA, MasterCard, American Express, and/or other card associations, the exchange rates (if applicable) are the prevailing exchange rates which are determined by us, as we deem fit. All such transactions must not violate the laws existing in the country where such transactions are effected.
- (3) Your use of your Card to obtain a cash advance is deemed to constitute your agreement to pay interest on each cash advance and cash advance fee as we may prescribe. Interest accrues on each cash advance from the date of the advance until repayment in full at the current rate of 1.5% per month (or 18% per annum) or such other rate as we may prescribe. A fee is imposed on the amount of each cash advance and charged to your Card Account. For the applicable cash advance fee, please visit [www.citibank.com.my](http://www.citibank.com.my) to see the applicable fees and charges (which may be revised from time to time with prior notice to you).
- (4) For the avoidance of any doubt, in addition to cash advance fee, we will levy Finance Charges at the applicable rate on cash advance withdrawals made by you as we deem fit until all outstanding balances in your Card Account have been settled. Any payments or payment transactions, for example, Interbank GIRO, made by you shall only be considered paid when the Bank has received cleared funds.
- (5) For the avoidance of doubt, any withdrawal of excess credit in your Card Account through the use of your Card or by requesting us to issue you a cheque for such withdrawals will be treated as a cash advance. All terms and conditions relating to cash advances will apply to such withdrawals of funds.
- (6) Your monthly statement will show the interest that has been accruing on cash advance until the date of repayment in full and the cash advance fee.

## **16. Conversion for Overseas Transaction**

- (1) If a transaction is made in foreign currency, the transaction will be converted into Ringgit Malaysia using US Dollars as the base currency on the date on which the transaction is received and processed by Citibank and/or Visa, MasterCard, American Express or the relevant card payment network (“Payment Network”).
- (2) Transactions in foreign currency other than Ringgit Malaysia shall be converted at Citibank’s prevailing foreign exchange rate and/or an exchange rate determined by the relevant Payment Network. The conversion rate is subject to administration charges levied by the Payment Network and in addition, a foreign exchange conversion markup will be levied by Citibank on the converted Ringgit Malaysia amount, or such other rate as determined by Citibank and notified to you. For details, please visit [www.citibank.com.my](http://www.citibank.com.my) to view the Fees and Charges table.
- (3) You agree that in the event of any disputes on the conversion rates determined by the relevant Payment Network on any transactions made in foreign currency, we will not be responsible to settle such disputes on your behalf.
- (4) Pending transactions which appear on Citibank Online and/or Citi Mobile App are those that have been approved but are pending final settlement by the merchant. Further, in relation to pending transactions:
  - a) The details shown are for your information only. For an official record of transactions, please refer to your statement.
  - b) The transaction description and amount may appear differently when posted, as it depends on the final settlement by the merchant, foreign exchange rates, applicable charges (if any) etc.
  - c) Some merchants (for example, e-commerce merchants) will initiate an inquiry transaction, which is usually a small amount to validate the Card. However, the amount will be cancelled if no settlement has been submitted.

## **17. Annual Fee, Handling Charge and Other Fees/Charges**

- (1) Your Card Account is subject to the following fees of an amount that we may prescribe, and which is to be paid by you to us:
  - (a) an annual fee for the issue of your Card and for each renewal of your Card;
  - (b) a handling charge for a replacement Card to be issued;
  - (c) a transaction and/or conversion fee or any fee referred to by any other name for any foreign currency transactions;
  - (d) a statement retrieval request charge to be imposed in the event you must request for any statement;
  - (e) charges and fees for the provision of copies of sales/cash advance drafts or any other documentation;
  - (f) overlimit fee for the amount charged to your Card which is in excess of your credit limit;
  - (g) monthly paper statement fee; and
  - (h) such other charges and fees not stipulated above.



Please visit [www.citibank.com.my](http://www.citibank.com.my) to view applicable fees and charges (which may be revised from time to time with prior notice which may be revised from time to time).

- (2) All fees paid in connection with the Card to us are non-refundable.

## **18. Statements**

- (1) If requested, monthly statements will be sent to your last known address in our records. Such statements are deemed to have been received by you on the fifth (5<sup>th</sup>) day after posting.
- (2) We will generate a monthly statement on the statement date for active accounts, i.e. accounts which show some monetary activities within a continuous period of six (6) months for each Card Account. Your statement will show the total balance, any finance charges, fees, charges, the Minimum Monthly Payment (defined in Clause 20 below) due and the Payment Due Date (defined in Clause 20 below). Your statement will also show your current Credit Limit and Customer Credit Limit (if applicable), an itemised list of current charges, payments and credits and other important information.
- (3) It is your responsibility to examine all entries in the monthly statement or any advices and you will be deemed to have done so. If there are errors, discrepancies or inaccuracies in the statement, you are under a duty to report them to us in writing within fourteen (14) days from the date you received or are deemed to have received the statement.
- (4) If for any reasons, we do not receive a written notification from you within the fourteen (14) days of any error in the statement, then you are deemed to have accepted the entries in the statement (made up to the date of the last entry) as correct and conclusive evidence of the facts contained in the statement. For the avoidance of doubt, this provision only applies to you without affecting our rights to make good, correct or reverse any entries, including to recover any monies mistakenly credited into your Card account (whether by a third party or for the use of Citibank) for which you will be liable to pay over to us.

Unless you notify us in the manner stated above, the statement will be considered conclusive and binding against you, your legal representatives and successors. You are therefore precluded from making any claim against us by alleging that the statement contains any error, discrepancy or inaccuracy.

- (5) For the avoidance of doubt, proof of sending of a written notification to us is not proof that we have received your written notification if we have in fact not received it.
- (6) If you dispute any transactions stated in your statement, we may as we deem fit, carry out any investigation(s) on the disputed transaction(s), in which case the following apply:
  - (a) If our investigation(s) reveal or indicate that you are liable for any of the disputed transaction(s), we are entitled to levy the following charges:
    - (i) an investigation(s) charge(s) as we may deem fit; and

- (ii) finance charge(s) from the date of the disputed transaction(s) until the conclusion of our investigation(s).
- (b) No finance charge(s) and/or investigation charge(s) will be levied against you if the investigation(s) reveal that you are not liable for any of the disputed transaction(s).

Our findings in any investigation conducted in relation to your Card Account are final and binding on you.

## 19. How We Determine the Balance

The outstanding balance appears as the Current Balance as specified in your statement. To determine the Current Balance, we begin with the outstanding balance in your Card Account at the beginning of each billing period. We will add any purchases, Non-Revolving Instalments and cash advances and subtract any credits or payments credited as of that billing period. We then add the appropriate finance charges and fees and make the applicable adjustments. Subject to you paying as a minimum, the Minimum Monthly Payment (as defined below), payments should be made not later than the payment due date specified in your monthly statement (“**Payment Due Date**”).

## 20. Finance Charge

- (1) Finance charges will be levied on the outstanding balance or Current Balance in your statement at the rates prescribed by Bank Negara Malaysia under its guidelines (including its credit card guidelines, as amended from time to time) (or such other rate that may be lower as determined by us at our discretion and as we deem fit) and subject to the maximum rates for the following categories:-

Finance charges on retail transactions/ purchases	(a) Cardmembers who promptly settle their Minimum Monthly Payment due for twelve (12) consecutive months.	15%p.a.
	(b) Cardmembers who promptly settle their Minimum Monthly Payment due for ten (10) months or more in a 12-month cycle.	17%p.a.
	(c) Cardmembers who do not come within categories (a) or (b) above.	18%p.a.
Finance charges on cash advance	Daily interest on the total cash advance amount from transaction date	18%p.a.

Finance charges are computed on:

- (a) all transactions charged to you in connection with the use of your Card commencing from the day they are posted (except for cash advance, where finance charges will commence from transaction date) to the Card Account on their respective posting dates;

- (b) the unpaid balance or outstanding balances carried forward from the previous statement or statements, commencing on the respective dates for the computation of finance charges as set out in (a) above; and
  - (c) balance transfers from other credit card accounts to your Card Account.
- (2) Finance charges are not imposed on carried forward finance charges and other fees or charges from balances posted in previous statements.
- (3) No finance charge will be imposed if you have fully settled the preceding month's Current Balance in full on or before the Payment Due Date as evidenced by the current month's statement, for which, you will enjoy an "interest free period" of at least twenty days (20) commencing from the date of the current month's statement. The "interest free period" from the statement date for new retail transactions is only applicable if there is no outstanding balance from the previous month's statement of account.
- (4) We will issue statements periodically, for which, you will either receive an E-statement or a physical statement sent by post to your mailing address (last notified and in our records if you are not enrolled in E-Statement. If you are enrolled in E-Statement, your E-Statement is sent by e-mail to your e-mail address (last notified and in our records) or you may receive a Communication (defined below) that your E-Statement is available, and you may access or download your E-Statement from Citibank Online. Upon receipt of your monthly statement, you may choose to pay the Current Balance appearing in your monthly statement in full or if you choose not to settle the Current Balance in full, you must pay as a minimum, the Minimum Monthly Payment (defined below) on or before the Payment Due Date.

**"Minimum Monthly Payment"** means:

- (a) 5% of Current Balance [retail transactions (if any) + balance transfer amount (if any) + cash advance amount (if any) + finance charges and fees (if any)] + 100% service tax (if any) + 100% non-revolving instalments (if any) + 100% past due amount (if any); **OR**
- (b) RM50; **whichever is higher.**

A fee will be levied if there is an Overlimit Amount and will be charged to your Card Account. The fee amount will be as specified in your monthly statement.

- (5) You will incur finance charges if you:
- (a) pay us less than the Current Balance;
  - (b) make no payment by the Payment Due Date;
  - (c) make a payment after the Payment Due Date; or
  - (d) have taken a cash advance.
- (6) If the Minimum Monthly Payment amount is unpaid, partly paid or paid after the Payment Due Date, we may, without affecting your obligation to pay finance charges or our right to terminate the use of your Card, impose such fees and/or late payment charges until the Minimum Monthly Payment is paid in full, and/or may allow you to pay:

- (a) if the Current Balance does not exceed your Credit Limit, the current Minimum Monthly Payment which includes any unpaid previous Minimum Monthly Payment;
- (b) if the Current Balance exceeds your Credit Limit, the current Minimum Monthly Payment which includes the excess over your credit limit and the unpaid previous Minimum Monthly Payment.

## **21. Late Payment Charges**

If you fail to pay as a minimum, the Minimum Monthly Payment by the Payment Due Date, you must also pay a late payment charge as specified in your next statement. This late payment charge will be imposed by way of liquidated damages and not as penalty.

## **22. Communications**

- (1) (a) For the purposes of this Clause 22, "Communication" means:
    - (i) any notice, request, reminder, legal process, telephone call, electronic mail (whether encrypted or not), short message services (SMS) provided by telecommunications providers, or such other means and/or other communication by us to you; and
    - (ii) any certificate, statement, notice, demand or other communication given by you to us:
      - (aa) via the telephone or Citiphone ("Telephone Communication");
      - or
      - (bb) via electronic or digital transmission ("Electronic Communication").
  - (b) We may send any Communication to you by leaving it at, or by sending it by prepaid ordinary post to, your last known address (whether within or outside Malaysia and whether such address is a Post Office Box or is a place of residence or business) as may be provided to us or our solicitors.
  - (c) Regardless of the above, we may also contact you via telephone, electronic mail (whether encrypted or not), SMS provided by telecommunications providers, or such other means, to provide you with account related information (including informing or reminding you about your Card Account payment status). In such cases, the Communication will not bear any signature, and we will not be held liable for any technical, hardware or software failure, interruption, breakdown or errors arising from such communication.
- (2) Any Communication is deemed to have been received by you on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if sent by post (even if it may be returned to us undelivered); or on the date of transmission if sent by electronic or digital transmission.
  - (3) We have given you the Card Account based on the personal and financial information that you had disclosed to us. You must tell us immediately of any change to your financial situation which will affect your ability to meet your payment obligations under the Card Account.

- (4) If it will become unlawful for us to perform any of our obligations under these terms and conditions, we will notify you to this effect whereupon you will upon receipt of such notice pay to us all sums which you owe us.
- (5) Notwithstanding anything to the contrary in these terms and conditions, it is agreed that any certificate, statement, notice, demand or other communication given or required to be given to you may be computer generated in which case it:-
  - (a) need not bear any signature; or
  - (b) may contain a printed signature.
- (6) Every certificate or statement and every notice, demand or other communication under these terms and conditions must be given:
  - (a) in accordance with the provisions of any applicable law;
  - (b) in accordance to the Bank's rules and regulations; or
  - (c) in accordance with the provisions of this Clause 22.
- (7) We are authorized by you, but are not obliged, to rely upon and act in accordance with any Telephone Communication and/or Electronic Communication which may be, or purport to be, given by or on behalf of you, without inquiry or verification on our part as to the authority or identity of the person making or purporting to make such Communication.
- (8) The Bank may rely upon and act in accordance with such Communication provided that:-
  - (a) In the case of Telephone Communication, the Phone Banking terms and conditions appearing below will govern such communications and the person making or purporting to make such Communication has:-
    - (i) quoted or keyed in:-
      - (aa) the title or number of your relevant account with the Bank and the valid and current personal identifying code or number (if any) for such account or any personal information in relation to you which was previously furnished by you to the Bank; and/or
      - (bb) such information or particulars in accordance with the Bank's rules and regulations;
    - or
    - (ii) satisfied such requirements as may be required by the Bank;
  - (b) in the case of Electronic Communication, the person making or purporting to make such Communication has satisfied such requirements as may be required by us or the Bank's rules and regulations.
- (9) We are entitled (but not bound) to treat the Communication as authentic and valid and fully authorized by and binding upon you, and the Bank is entitled (but not bound) to take such steps in reliance upon such Communication as we may consider appropriate, whether such Communication:-
  - (a) includes Communication to pay money or otherwise to debit or credit any account;
  - (b) relates to the disposition of any money or documents;
  - (c) relates to the change of the Customer's contact details;
  - (d) purports to bind you to any agreement or other arrangement with the Bank or with any other person; or

- (e) commits you to any other type of transaction or arrangement whatsoever, notwithstanding any error or misunderstanding or lack of clarity or details in the terms of such Communication.
- (10) You agree to keep any personal identifying code or number for your Card, Card Account(s) and/or any account(s) with the Bank strictly confidential at all times, and must not disclose or permit it to be disclosed to any person. You must report to the Bank immediately if any such personal identifying code or number has become known to any person. You bear all the consequences arising out of your failure to comply with your obligations under this Clause 22.
- (11) To the fullest extent permitted by law, you agree and undertake to indemnify us and to keep us indemnified against all losses, costs and expenses incurred or sustained by us in connection with such Communication given via the telephone n or via electronic or digital transmission.
- (12) Regardless of anything to the contrary contained in this Clause 22, where there are two (2) or more persons comprised in the expression "you", "your" or "yours":-
  - (a) any Communication given or required to be given to you in these terms and conditions, and which is given by us to any one or more of such persons, is deemed to be given to (and is binding on) all such persons as though such Communication had been given to all such persons; and
  - (b) we are entitled (but not bound) to treat any Communication given or required to be given to us in these terms and conditions, and which is given to us by any one or more of such persons, as having been given by all such persons. Such Communication is deemed to have been given by, and is binding on, all such Communication given by all such persons;

and you hereby confirm and declare that each such person is individually authorized to receive and/or give any and all such Communication from and/or to us on behalf of all such persons.

- (13) Any Communication from you to us is irrevocable and is effective only when received at the address or contact number notified to you.
- (14) Any notice or other document to be given under these terms and conditions by you to us must be in writing and may be given or sent by hand or registered post to us at the address that we may notify to you in the statement sent to you or by any other means deemed suitable by us, or to the address set out below:

**By Mail**  
 Customer Correspondence Unit  
 Citibank Berhad  
 P.O.Box 11725  
 50754 Kuala Lumpur

**By Hand**  
 Customer Correspondence Unit  
 Citibank Berhad  
 No. 165, Jalan Ampang  
 50450 Kuala Lumpur

### **23. Cheque Return Payment Fee**

We are entitled to levy an administration charge as we may prescribe if any cheque presented by you for payment is dishonoured due to insufficient funds or ambiguous amount, or any other reasons.

## 24. Payments

- (1) You must pay to us all monies, interest, fees and charges for which you may become liable in the billing currency, which of your Card is Ringgit Malaysia, unless otherwise determined by us.
- (2) Payment will not considered to have been made until all relevant funds have been received for value by us and entered into our records on the day following receipt of payment by us, and until then, finance charges may continue to be charged. For the avoidance of any doubt, your payment may not be entered into our records on a Saturday, Sunday or gazetted public holidays in Malaysia.

For the avoidance of further doubt: -

- (a) any transactions via cash deposit, cheques or other negotiable instrument shall be deemed as having been made:
    - (i) if by a deposit of cash, upon verification by our designated personnel of the deposit and the amount and when the amount is entered into our records; or
    - (ii) if by a deposit of cheques or other negotiable instruments, upon verification by our designated personnel of the deposit, the amount and the Cardmember or drawer's title to such cheques and other negotiable instruments, and when the amount of such deposit in cleared funds is entered into our records.
  - (b) the return slip generated automatically by our Cash Deposit Machine and Cheque Deposit Machine only confirms the deposit has been transacted but not the amount deposited, hence will not be treated as received for value until the amount transferred is entered into our records; and
  - (c) any payments made by debit instruction or fund transfers, for example, Interbank GIRO, Citibank Online or CitiPhone Banking, shall be deemed as having been made, if the transfer on the day following cleared funds, our receipt of the same and/or when the amount is entered into our records.
- (3) Payments can be made by cash, cheques or direct fund transfer to the Card Account from your Other Bank Accounts or through the Inter-Bank GIRO system or otherwise. All payments by cheques must include the inland exchange commission, where applicable, failing which we are entitled to debit your Card Account accordingly or to exercise our right of set-off as we deem fit.
  - (4) Payment will be applied to settle taxes, followed by Non-Revolving Instalments (billed monthly instalment) and revolving balance(s) attracting the highest interest rate to the lowest interest rate (and in the case of same interest rate, the order will start from the earliest to the latest transaction date). Payment towards the revolving balances will be applied to the outstanding principal balance followed by finance charges (or interest) and fees and charges.
  - (5) We may debit your Account(s) with the full amount of any charges, fees (including legal fees on a full indemnity basis and stamp duty), costs and expenses, custody charges,

interest, Taxes, commission (including brokerage commission) and penalties (collectively, "**Charges**") payable to us whether in respect of:-

- (a) your Account(s);
  - (b) any liability of any nature arising (whether in Malaysia or elsewhere) in respect of your Account(s) or otherwise;
  - (c) any financing facilities, loans or overdrafts granted to you and any of its outstanding advances;
  - (d) any overdrawn sums on your Account(s); or
  - (e) any investment(s) which we quote to or transact for you. We may include such Charges in the price or rate for such investment(s) which we quote to you without having to separately identify them to you. You consent to our retaining for our benefit any Charges, commissions, rebates and other forms of payment or benefit from any party (including any broker, underwriter or counterparty) in respect of your transactions unless prohibited by any relevant regulatory or statutory authority, or any relevant stock exchange approved by us.
- (6) All such monies and Charges are payable by you in full without any set-off or counterclaim or any restriction or condition, and free and clear of and without deduction for present or future taxes or any other excise or property taxes, levies, charges, or withholdings, and all liabilities with respect to the same (if any). If you are obliged by law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with and between Authorities, to deduct or withhold (whether for payment of any Taxes or otherwise) any sum from any payment to us, you must increase the amount of the payment so that the net amount received by us will equal the amount due to us.
- (7) Where such monies and charges are payable whether or not in connection with your Card Account(s), any other products and/or services taken by you from the Bank, including any financing facilities, loans or overdrafts, the Bank is requested and authorised to debit all such payments from your Account(s) (if any) and you must ensure that there are sufficient monies readily available in your Account(s). In the event you specifically permit payment to be made by check, you must issue the check made payable to Citibank Berhad for [Customer Name] and marked "A/C Payee Only". In no circumstances will cash checks be issued.
- (8) In particular, all such monies and charges payable by you are exclusive of any goods and services tax or other value added tax (whether imposed in Malaysia or any other jurisdiction) which will, where applicable, be paid by you in addition to any sums otherwise payable, at the rate in force at the due time for payment or such other time as is stipulated under the relevant legislation.
- (9) (a) If Citigroup Inc, Citigroup Organisation and/or us are obliged by law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with and between Authorities, to deduct or withhold (whether for payment of any Taxes or otherwise) any sum from any payment payable by us to you, you authorise us to withhold and to pay the net sum over to you or to place such sum in any of your Other Bank Accounts with us or such other Account(s) as you will instruct (unless at such time there are any monies owing by you to us, in which case we are entitled to deduct the amount of monies owing).



- (b) Any such deductions or withholdings shall be timely paid to the relevant Authority in accordance with the relevant requirement. You will be notified of any such deductions or withholdings as soon as reasonably practicable. You hereby 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 Citigroup Inc, Citigroup Organisation, we or any of its, their and our Third Party Service Providers 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, Taxes and any other amounts collected, you shall indemnify us for such payments, plus any interest and penalties on such payments. You understand that we are not required to contest any demand made by an Authority for such payments. You hereby represent that you have provided to and secured from any person that will own a beneficial interest in a payment from us, any notices, consent or waiver necessary to permit Citigroup Inc, Citigroup Organisation, us or any of its, their and our Third Party Service Providers to carry out the actions described in this paragraph.
- (10) Except otherwise agreed, we may convert at such rate we deem fit any payment received for any of your Account(s) (in a currency different from that of such Account(s)) into the currency of that account(s), and you will bear the cost of such conversion.
- (11) If your Card Account has a credit balance at or above a certain limit for any period of time, you agree that the Bank may at its discretion as it deems fit, choose to refund to you all or part of the credit balance by sending you a cheque (or other method determined by us) for all or part of that credit balance (excluding unclear funds).

## **25. Excess of Credit Limit**

- (1) At our discretion as we deem fit, we may from time to time, allow you to exceed your Credit Limit/Customer Credit Limit and/or your Supplementary Cardholder(s) to exceed his assigned Supplementary Card(s) limit (if a separate credit limit is assigned) as we deem fit ("Overlimit"). You are liable for all amounts used, including Overlimit amounts above the Credit Limit/Customer Credit Limit/assigned Supplementary Card(s) limit.
- (2) In ascertaining the Overlimit amount, the Bank shall take into account your Credit Limit minus all outstanding balances on your Card Account (including retail transactions, balance transfer amounts, cash advance amounts and all Non-Revolving Instalment(s)(inclusive of instalments not due or billed).
- (3) If your Credit Limit or Customer Credit Limit is exceeded or Overlimit for any reason whatsoever, you must repay to us that amount in excess including any fees and charges immediately upon our request or by the next Payment Due Date, whichever is earlier. If you do not, we may suspend further use of your Card Account until the Card Account is once again under the Credit Limit or Customer Credit Limit, or terminate your Card Account.
- (4) In addition to making the payment stated above, you must also pay us the Current Balance, or if you choose not to settle the Current Balance in full, then the Minimum Monthly Payment at the very least, by the Payment Due Date. If you do not, we may suspend further use of your Card Account until the amounts owing are paid, or terminate your Card Account.

- (5) Without derogation to the foregoing:-
- (a) if you make any application, request or instruction for a temporary increase in your Credit Limit and there are amounts in excess of your Credit Limit in your Card Account after the period of the temporary increase specified by us at our sole discretion; or
  - (b) if you use the Card after being informed prior to such usage, that you are able to exceed or have exceeded your Credit Limit,

you are consenting to exceed the Credit Limit or go Overlimit.

- (6) Notwithstanding that, at all times, the discretion for allowing you to go Overlimit resides with us solely.
- (7) In the event of the Current Balance exceeds your Credit Limit after the expiry of any temporary increase in Credit Limit or if you continue using your Card to Overlimit, you will be liable for all amounts in excess of your Credit Limit, including any fees and charges, immediately upon our request or by the next Payment Due Date, whichever is earlier.

## **26. Events of Default**

- (1) We may suspend, withdraw or terminate the Card, Card Account and/or any of the services offered in connection with the use of the Card with prior notice, even if we may have waived our right on some previous occasion upon the occurrences of any or more of the following events (collectively, "Events of Default" and each an "Event of Default"):
- (a) if you fail or default in payment of any sum of money due from you to us at any time under the Card Account;
  - (b) if you are liable to us on any Other Bank Accounts;
  - (c) if you use your Card for any unlawful activities such as online betting and/or gambling activities;
  - (d) If you have given any data, information, statements representations and warranties (implied or express) in connection with these terms and conditions or any other agreement or arrangement(s) with us which is incorrect, untrue or misleading in any material aspect when made or if we reasonably believe that you have given at any time;
  - (e) if you commit or threaten to commit a default or breach of any agreements, covenants, stipulations, terms or conditions set out in these terms and conditions on your part to be observed and performed;
  - (f) if you leave Malaysia to take up residence elsewhere;
  - (g) if you die or become insane, been taken into custody, incapacitated or declared by any Court of competent jurisdiction or any appropriate authority to be incapable of administering your affairs;
  - (h) if you are unable to pay your debts as they fall due or become insolvent;
  - (i) if you have committed any act of bankruptcy;
  - (j) if a petition for bankruptcy is presented or an order is made for any adjudicating and/or receiving order against you;
  - (k) if you make or attempt to make any compromise or arrangements with your creditors or any general assignment for the benefit of your creditors;
  - (l) if any legal proceedings, suit or action of any kind is instituted by or against you in any jurisdiction, or any order is made by any Court of competent jurisdiction or

other appropriate authority or any step is taken for your bankruptcy, liquidation or for the appointment of a trustee in bankruptcy, liquidator, receiver, judicial manager or trustee for any part of your assets, revenues or undertaking (whether in whole or part) or a meeting, whether formal or informal being called by your creditors or any of them;

- (m) if a distress or execution or other process of a court of competent jurisdiction is levied upon or issued against any of your assets and such distress, execution or other process as the case may be is not satisfied by you within 21 days of such order;
  - (n) if you allow a judgment debt obtained against you to remain unsatisfied for a period of 7 days from the date of the order (other than judgment debt on which you have obtained a stay of execution and filed a Notice of Appeal within the time prescribed by law);
  - (o) if your whereabouts are unknown to us;
  - (p) if in our opinion, your Card Account and/or Other Bank Accounts is or has not been operated satisfactorily;
  - (q) if you wish to terminate the use of your Card;
  - (r) if it becomes illegal or impossible or Bank Negara Malaysia or other governmental or judicial authority asserts that it has become illegal or impossible for you to perform any obligations or for us to enforce any rights under these terms and conditions, any security document or any other agreement, document or instrument or arrangement between us and you;
  - (s) if an event has occurred or a situation exists which might, in our opinion, affect your ability to perform your obligations under these terms and conditions;
  - (t) if we refuse to issue a replacement card or renew your Card;
  - (u) if we decide to cancel or terminate the use of your Card;
  - (v) if you use your Card for business and/or commercial purposes which we deem unacceptable to be transacted using your Card; and/or
  - (w) if the performance of any obligation under these Terms and Conditions becomes illegal, impossible or could not be continued due to any requirements on Citigroup Inc. and Citigroup Organisation including us, to comply with the laws or regulations of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities that Citigroup is subject to.
- (2) Whether an or any Event of Default has occurred and if you do not remedy any Event of Default before the expiry of the time specified in any notice given to you or under these terms and conditions, or if there is an Event of Default that cannot be remedied, upon termination of the use of your Card for any reason, the whole outstanding balance on the Card Account will become immediately due and payable to us. In addition, all further monies debited to your Card Account after the date of such termination, including all interest, fees and charges, become due and payable upon its entry into your Card Account.
- (3) If we obtain judgment from any Court for any sum owing under these terms and conditions, any interest, finance charge, late payment charge or any other charges payable will continue to be payable from the date of judgment until the date of full payment of such sum of money so adjudged to be payable to us.
- (4) If you have committed any Event of Default or are in breach of a Card Account or any of these terms and conditions, this will result in you being in breach or default of any other of your Card Accounts and/or Other Bank Accounts. If we are entitled to remedies in respect

of one Card Account, we are also entitled to such remedies in respect of your other Card Accounts and/or Other Bank Accounts.

- (5) Without affecting the generality of the above, if you have committed any Event of Default, we are entitled to:
- (a) transfer, set off against, combine or consolidate any of your Other Bank Accounts with us in the manner set out in Clause 31 below toward repaying the outstanding balance and/or any sums owing by you under these terms and conditions;
  - (b) suspend the use of your Card and Card Account;
  - (c) reduce your Credit Limit and/or Customer Credit Limit; and/or
  - (d) terminate the use of your Card Account, in which event, all provisions in these terms and conditions relating to such termination will apply.

## **27. Withdrawal of any Facilities or Terminate Use of Card**

We may withdraw any of the facilities provided by us in connection with the use of your Card at any time by giving notice to you. In such circumstances, we may terminate the use of your Card if we deem fit, even if we may have waived our rights on some previous occasions. You agree that we are no obligation to reveal the reason for the withdrawal or termination of the use of your Card and/or any of the facilities provided by us in connection with the use of your Card.

## **28. Right to Restrict or Refuse Credit**

- (1) We are entitled at any time (as we deem fit and by giving you notice) to restrict or limit your credit or refuse and otherwise withhold credit.
- (2) If we detect unusual or suspicious activity on your Card Account, we may temporarily suspend your credit privileges until we can verify the activity.

## **29. Our Right to Check Credit Standing**

You agree that we may, as we deem fit, check your credit standing from any source (including credit reference agencies, Bank Negara Malaysia, the Credit Bureau and/or the Central Credit Reference Information System ("CCRIS") established by Bank Negara Malaysia) at any time and from time to time without referring to you.

## **30. Telephone Monitoring and Recording**

- (1) You authorise us to contact you by telephone about your Card Account. You agree that we may place such telephone calls using automatic dialing, and that such calls are not unsolicited calls.
- (2) We may monitor and/or record telephone calls between you and us. You agree that monitoring and/or recording may be done and that no additional notice to you or additional approval from you is needed. You agree and authorise us to use such recordings (or transcript of such recordings) for purposes of any legal proceedings.

## **31. Consolidation of Accounts and Set-Off**

- (1) In the event of the occurrence of any of the Event or Events of Default (defined in Clause 26 above), we may, at any time with notice:
  - (a) combine or consolidate any of your Other Bank Accounts with us (whether located in or outside of Malaysia and whether in Ringgit Malaysia or in any other currency); and/or
  - (b) transfer or set-off any sums standing in credit in your Other Bank Accounts (whether matured or not and including a joint account with a Supplementary Cardholder and a joint account with any other person),

towards discharge of all sums due to us under any of your account(s) with us even if that the credit balances and the liabilities in any or all of your Other Bank Accounts may not be expressed in the same currency.

- (2) You authorise us to make any necessary conversions at our prevailing exchange rates (which will be determined by us at our discretion and we deem fit), if the balances in any or all of your Other Bank Accounts and the sums due are not be expressed in the same currency. Further, you authorize us to make any necessary conversions at our own rate of exchange then prevailing at the date of set-off. The consequence of accounts being combined will be that one balance remains and if that is a debit balance, you will remain liable to us for that amount.
- (3)
  - (a) The consequence of set-off is that amounts that you and we owe to each other are reduced by the same amount. We will not exercise these rights so as to cause a liability to become secured if we agree that it would not be secured.
  - (b) No notice will be given to you prior to the set-off or consolidation of the your accounts, unless we intend to set-off a credit balance in your deposit account(s) against a debit balance in your Card Account(s) and/or your Other Bank Accounts, or such notice is required by law.
- (4)
  - (a) In the case of joint accounts, we may set-off the liabilities of any joint account holder to us on any accounts against the credit balance in the joint accounts.
  - (b) Where the said sums have been incurred by only one or some (but not all) of the joint account holders, our rights above will also extend to credit balances to which all the joint account holders are singly or jointly entitled.
- (5) Where monies are set-off by us following the exercise of our rights, you undertake that you will not, without first obtaining our prior written consent, withdraw or cause any act that would result in the withdrawal of such monies. We reserve the right to earmark such monies before the setting-off.

### **32. Suspense Account**

To enable us to preserve the liability of any party, including yourself, once a writ or summons or any originating process has been issued or to prove in your bankruptcy or insolvency or for other reasons as we think fit, we may place and keep any monies received, recovered or realized under these terms and conditions or any other security or guarantee to your credit, without any intermediate obligation on our part to use such monies to discharge the sums due and owing to us.

### **33. Variation Revision or Change of Terms and Conditions**

- (1) By giving you a written notice in accordance to Bank Negara Malaysia guidelines or any laws, regulations or directives in force for the time being, we may vary or change any of these terms and conditions.
- (2) Notice by us may take any form. Any variations or changes to these terms and conditions are deemed to have been incorporated into these terms and conditions and have been drawn to your attention by:
  - (a) their being displayed at any of our offices or branches nationwide;
  - (b) their inclusion in your monthly statement;
  - (c) a notice of the amendments and variations being sent to you;
  - (d) being advertised or advertisement in one issue of a daily national newspaper addressed to the general public;
  - (e) posting on our website; or
  - (f) any other mode which we deem sufficient.
- (3) Such variation applies on the effective date specified by us in accordance with the applicable laws and Bank Negara Malaysia guidelines and will apply to all outstanding balance in your Card Account, among others.
- (4) For the avoidance of doubt, the retention or use of your Card after the effective date of any variations or changes to the terms and conditions is deemed to constitute acceptance of such variations, revisions or changes by you without any reservation.
- (5) If you do not accept the proposed variation or changes, you must terminate the use of your Card by calling CitiPhone or giving prior written notice to us, before the effective date of such proposed variation. The provision relating to termination above will subsequently apply, followed by you cutting your Card it into halves or several pieces across the magnetic strip and the microchip embedded in the Card (if any) so that those components are completely damaged.

### **34. Disclosure of your information**

- (1) You expressly agree that:
  - (a) the Bank;
  - (b) the Bank's head office, branches, representative offices; and
  - (c) Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider,)

are permitted to process, including but not limited to disclose, collect, use, store, transfer and share Data.
- (2) For the purposes of paragraph (1) above, "Data" means public and non-public information from any source about:
  - (a) you;
  - (b) your beneficial owners;

- (c) any security providers;
  - (d) persons under the trust;
  - (e) partners, committee members, directors and officers (where applicable);
  - (f) authorised signatories;
  - (g) the subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, security providers, persons under the trust, partners, committee members, directors, officers or authorised signatories; and
  - (h) any of your and/or security provider's accounts, transactions and dealings with Citigroup or any other party.
- (3) The purposes for which Data is collected and further processed depends on the nature of your relationship with Citigroup and the products and services you obtain from Citigroup. Purposes for which Data may be used include:-
- (a) to verify your identity and background;
  - (b) to establish a relationship between you and Citigroup;
  - (c) to assess and process applications for products and services;
  - (d) to conduct credit checks, evaluate and monitor credit worthiness;
  - (e) for evaluation and due diligence purposes;
  - (f) for servicing you and the provision of products and services to you, including processing of receipts and payments, ATM services, Citibank Debit & ATM cards, credit cards, charge cards and other payment instruments;
  - (g) for communicating and fulfilling marketing offers to you and to allow Citigroup and selected parties to promote their products and services, but for purposes of disclosing your personal data to our strategic alliance partners for marketing and promotional purposes, we will only do so if you expressly consent to us doing so;
  - (h) to manage our business and your relationship with us including managing and maintaining your Account(s) with us;
  - (i) for data processing purposes;
  - (j) to evaluate and monitor of products and services;
  - (k) to respond to inquiries, requests and complaints from you and to resolve disputes;
  - (l) for deposit insurance purposes;
  - (m) to understand your needs and offering products and services to meet those needs;
  - (n) for research and development of products and services for your use;
  - (o) for debt collection purposes;
  - (p) for enforcement of our rights and obligations of other parties to us and/or Citigroup;
  - (q) for assessing, processing and investigating insurance risks and claims;
  - (r) to enable a party to evaluate any actual or proposed assignment, participation, sub-participation, and/or novation of our rights and/or obligations;
  - (s) to meet legal and regulatory requirements;
  - (t) to maintain and protect our offices and automatic teller machines (ATM);
  - (u) for risk management, including prevention, detection and investigation of crime, including fraud and any form of financial crime;
  - (v) to maintain records of instructions whether through phone recording, via electronic, hardcopy or softcopy documents etc.;
  - (w) for such other purposes as permitted or required by applicable law or with your consent; and
  - (x) for all other purposes incidental or associated with the above.

- (4) (a) You understand and agree that the Data may be transferred to, used and stored in other jurisdictions, the laws of which may not offer the same level of protection as the laws of the jurisdiction from which the Data originates. The Data may also become subject to the legal disclosure requirements of other jurisdictions.
- (b) You understand and agree that Citigroup any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider are permitted to transfer, share and disclose the Data, for confidential use, for the purposes set out above to:
- (i) and among Citigroup;
  - (ii) to any agent, contractor, vendor, service provider, professional advisers (such as lawyers and financial advisers), valuers, auctioneers, auditors, brokers, communications, clearing or payment system or intermediary banks, merchants and other parties which we, Citigroup or such parties above may use in connection with our, Citigroup or their businesses;
  - (iii) debt collection agencies;
  - (iv) Bank Negara Malaysia (“BNM”) and any credit bureau, the Central Credit Reference Information System (“CCRIS”) and the Dishonoured Cheques Information System (“DCHEQS”) maintained by BNM, such body or authority of any jurisdiction, domestic or foreign, having jurisdiction over Citigroup, credit reporting agencies and any credit reference agencies;
  - (v) any financial institution, card association and issue of charge cards, credit cards, debit cards or other payment instruments;
  - (vi) a drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (vii) any actual or proposed assignee, participant, sub-participant or transferee of any of our rights or obligations;
  - (viii) to Citigroup and selected parties for the purpose of informing you of products and services which we believe will be of interest to you;
  - (ix) our strategic alliance partners for marketing and promotional purposes but this will be subject to your express consent;
  - (x) any party giving or proposing to give any guarantee, indemnity or security to secure your obligations to Citigroup and/or us;
  - (xi) any person intending to settle any moneys outstanding under any of your Account(s) with us;
  - (xii) any liquidator, receiver, official assignee or any person appointed under applicable law or court order relating to bankruptcy, liquidation, winding up in respect of any individual or company;
  - (xiii) to such parties as we or Citigroup may be required by legal process or pursuant to any other foreign or domestic legal, regulatory, stock exchange, clearing house or self-regulatory body obligation or request, or agreement entered into by any of them and any governmental authority, domestic or foreign, or between or amongst any two or more domestic or foreign governmental authorities or other authorities, including disclosure to courts, tribunals, legal, regulatory, tax and government authorities, stock exchanges, clearing houses and self-regulatory bodies;
  - (xiv) any parties authorized by you; and
  - (xv) to such parties as may be permitted or required under the laws of Malaysia,



whether within or outside Malaysia, for any of the purposes set out in this Clause 34.

- (c) You agree that Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider may give your personal data and where applicable, that of your beneficial owners, persons under the trust, security providers, partners, committee members, directors, officers or authorized signatories, your subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, security providers, committee members, directors, officers or authorized signatories to other parties outside Citigroup, for any use as specified above, including for commercial purposes.
- (d) You understand and agree with the consequences of the giving of your personal data and those of the other persons mentioned above to parties outside of Citigroup.
- (5)
  - (a) Citigroup does not guarantee the security of any information transmitted by or to it through any means of communication or correspondence (including mail, courier service, e-mail or other electronic means (including short message service (SMS))).
  - (b) You accept the risk that such information may be accessed by unauthorised third parties and/or disclosed by Citigroup and by its officers, employees or agents to third parties purporting to be the intended recipient.
  - (c) Regardless of the above, you agree that Citigroup will transmit such information to the address or other relevant particulars specified by you, and that such information may not be protected with encryption, password protection or any other form of security from disclosure to unauthorised third parties. You accept the risk that such transmission of information may be received, accessed or disclosed to third parties other than the intended recipient(s).
- (6)
  - (a) To the fullest extent permitted by law, Citigroup is not liable for any loss or damages (including direct or indirect damages or loss of profits or savings) or liability arising directly or indirectly in connection with any disclosure of information to third parties by Citigroup in the course of its carrying out a transaction or an instruction transmitted by any means of communication or correspondence, where such disclosure arose through physical or electronic interference by a third party.
  - (b) To the fullest extent permitted by law, you will not hold Citigroup responsible or liable, in contract, tort, equity or otherwise, for any such access or disclosure or for any loss or damages suffered or incurred by you or any third party as a result of any such access or disclosure. Any such liability that we may have is limited to direct damages only. **“Direct Damages”** means actual damages or losses suffered by you or any other party as a result of a direct and immediate action by us and shall not include any compensation for special, punitive, indirect, incidental or consequential damages or losses of any kind whatsoever, including but not limited to loss of profits, business or value, whether or not foreseeable.

- (7) Unless otherwise notified by you in writing or by calling CitiPhone, you agree and permit the Bank to send commercial electronic messages to you relating to the Bank's products and/or services (i.e. either by way of electronic mail and/or SMS), which may be unsolicited and/or sent in bulk to the Bank's customers.
- (8) You represent and warrant that you have obtained the agreement and consent of all relevant persons, including your beneficial owners, persons under the trust, partners, committee members, security providers, directors, officers and authorized signatories, your subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, committee members, security providers, directors, officers or authorized signatories to carry out the actions described in this Clause 34. You have further provided to these terms parties the necessary notices and secured the necessary waivers to carry out the actions described in this Clause 34 and will in the future provide the necessary notices and secure such necessary consents and waivers in advance of providing the information to Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without any limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider.
- (9) You agree that your consent in these terms and conditions constitutes your consent for any such disclosure for the purposes of any requirement, whether statutory, contractual or otherwise and whether or not having any force of law.
- (10) You expressly authorize us at any time and from time to time to process including but not limited to access, obtain, verify and/or use any Ddata or information from any source (including credit reference agencies, credit reporting agencies, BNM, any credit bureau, and/or CCRIS and such relevant authorities) for purposes of evaluating your (including all the guarantors' and security providers', as may be applicable) credit standing in connection to any facility, service or accommodation requested or authorized by you which you have or may have (whether or not with us) or otherwise in relation to any proposed facility, service or accommodation which we may from time to time offer as we may at our discretion deem fit. You understand that the opening, operation and conduct of your Account(s) and any future facility, service or accommodation applied for by you or granted by us (whether in my sole name or jointly or severally with another or others, presently or subsequently opened) may be reported to DCHEQS maintained by BNM, CCRIS and such relevant authorities (as the case may be) as we may at our discretion deem fit.
- (11) Your request, permission and authorization granted in these terms and conditions (including your request, permission and authorization for the disclosure of the Data as provided in or contemplated by these terms and conditions) shall remain in full force and effect (regardless of whether any facility, service or accommodation have been utilized, cancelled or terminated) as long as it may be necessary or required by us or any law and you confirm that no further request, permission or authorization (collectively referred to as "**Consent**") is necessary or required in relation to such disclosure.
- (12) Your Consent shall in addition to and shall not affect any other future of existing Consent that may or will be given by you, in relation to the same subject-matter or otherwise.

- (13) To the fullest extent permitted by law, we are entitled (but not obliged) to:
- (i) verify or ensure that any Data/information is true, complete and accurate;
  - (ii) update the Data/information; or
  - (iii) notify any person of any changes or updates to the Data/information.
- (14) To the fullest extent permitted by law, no liability to you arises from any disclosure and/or transfer of any Data/information (as contemplated by this Clause 34) under any circumstances for any loss or damage (whether direct or indirect, foreseeable or unforeseeable) and howsoever arising (whether in contract, tort or otherwise), including any loss or damage resulting from:
- (i) our or any other person's disclosure or transfer of the Data/information;
  - (ii) our or any other person's reliance on the Data/information; or
  - (iii) the Data/information being inadequate, inaccurate, incorrect, untrue, erroneous or misstated for any reason, including:
    - (aa) any of our act or omission or any act or omission of any other person (including any delay in or failure to update or notify of any changes to the Data/information); or
    - (bb) any technical, hardware or software failure, interruption, breakdown or error.
- (15) To the fullest extent permitted by law, you shall fully indemnify us from and against all claims, expenses, legal actions and liabilities which may from time to time be brought against or incurred by us in relation to the disclosure or transfer of any Data/information. The amount of such liabilities indicated by us shall be conclusive, unless it is obviously incorrect. This clause applies whether or not any facility, service or accommodation have been utilized, cancelled or terminated.

### **35. Our Right to Appoint an Agent**

You expressly agree that we may appoint an agent ("the Agent") to collect all sums due and owing to us from you under these terms and conditions and we may disclose to the Agent your Card Account and any other relevant information relating to your Card Account to assist the collection of all sums due and owing to us by you.

### **36. Conclusive Evidence**

- (1) Any admission or acknowledgement in writing by you or any person authorised by you of your amount of indebtedness to us, and any judgment recovered by us against you in respect of such indebtedness is binding and conclusive in all Courts of law in Malaysia and elsewhere.
- (2) You agree that a certificate of indebtedness issued by any one of our officers is conclusive and binding evidence as to the amount due to us under your Card Account. Such certificate is conclusive evidence against you in any legal proceedings.

### **37. Costs and Expenses**

You are liable to pay us all legal costs (including costs on a solicitor and client basis), charges and expenses which we may incur in enforcing or seeking to enforce any of these terms and conditions, or in obtaining or seeking to obtain payment of monies owing by you to us.

### **38. Indemnity**

You will hold us harmless and fully indemnify us against any liability for loss, damage and expenses (legal or otherwise including costs on a solicitor-and-client and full indemnity basis) which we may incur by reason of these terms and conditions or in the enforcement of our rights under these terms and conditions.

### **39. Service of Legal Process**

- (1) Any notice, request or legal process will be deemed to have been served on you if sent by prepaid ordinary post to your last known address (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 section will affect our rights to serve any legal process in any other manner permitted by law.
- (2) Such legal process or document is deemed to have been received by you on the fifth (5<sup>th</sup>) day from the date it is posted, regardless of whether it is returned through the post office undelivered.
- (3) Where you do not reside in Malaysia, you undertake to nominate an agent with an address in Malaysia to accept service of any legal process in Malaysia, if requested to do so by us. Such agent will acknowledge in writing to us of its appointment as such agent and service of legal process on the agent will be deemed good service on you.
- (4) For the purposes of this Clause 39, "legal process" includes all forms of originating process, pleadings, interlocutory applications of whatever nature, affidavits, orders and such other documents and notices as may be required to be given or served under any legislation or subsidiary legislation.

### **40. Waiver**

- (1) Even if we have previously:
  - (i) accepted late payments, partial payments, or cheques or money orders marked as constituting payment in full;
  - (ii) waived any of our rights; or
  - (iii) granted any indulgence;

we are not prevented from enforcing our rights or collecting amounts due to us under these terms and conditions. In addition, such actions on our part do not constitute our consent to the variation of any of these terms and conditions in any way.

- (2) We may waive our rights under these terms and conditions in certain circumstances, without affecting our other rights. In doing so, we do not waive the same in other circumstances.
- (3) The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any legal rights or remedies.

#### **41. Time of Essence**

Time is of the essence under these terms and conditions.

#### **42. Assignment, Transfer and Novation**

- (1) You agree that the balance standing to the credit of your Card Account and/or your other Bank Accounts cannot in any way be assigned, transferred or charged to any third party by way of security, except with the Bank's prior written consent and subject to such conditions as the Bank may prescribe. The Bank may make such assignment or transfer to a branch, related corporation or affiliate if it does not materially affect the provision of services to you.
- (2) You agree to any novation of the Agreement made between us under these Terms and Conditions and under any related instrument(s), documents and/or guarantee in connection with it and with the Card Account or securing your obligations under the same (whether or not, due to what we consider reasonably necessary for us to comply with the laws or regulations of any jurisdiction, domestic or foreign). You also agree that the Bank is entitled to assign or transfer absolutely to a transferee all or some of our rights, title, interests, benefits, obligations and liabilities under these Terms and Conditions and/or under any related instrument(s), documents and/or guarantee in connection with it and/or with the Card Account and/or securing your obligations under the same (whether or not, due to what the we consider reasonably necessary for us to comply with the laws or regulations of any jurisdiction, domestic or foreign). You further agree that any such novation, assignment or transfer may be effected by us delivering to me a notice to that effect whereupon:-
  - (a) our assigned or transferred rights, title, interests and benefits are transferred to and assumed by the transferee;
  - (b) we will be fully discharged and released from our assigned or transferred obligations and liabilities;
  - (c) we retain all rights, title, interests, benefits, obligations and liabilities not so assigned or transferred;
  - (d) the transferee is bound by identical rights, title, interests, benefits, obligations and liabilities which we have assigned or transferred; and
  - (e) any acknowledgement (including risk disclosure statements and acknowledgements), information (including information provided in respect of risk profiling), instruction, order, direction, mandate or authority given by you to us in relation to the Card Account and/or your Other Bank Accounts or securing your

obligations under the Card Account may be relied and acted upon by the assignee or transferee as if given by you to the assignee or transferee and will, unless and until revoked or cancelled, apply and have effect. You also undertake to execute and sign any document (if any) which may be required to give effect to the assignment or transfer.

- (3) You cannot assign, transfer or novate any of your rights and obligations under these terms and conditions without our prior written consent.

#### **43. Successors Bound**

The rights and obligations under these terms and conditions binds our respective successors in title and assigns.

#### **44. Severability of Provisions**

If any part of these terms and conditions becomes or is invalid, illegal or unenforceable in any way under any law, rule or regulation, all other provisions in these terms and conditions will still be valid and enforceable.

#### **45. Governing Law and Jurisdiction**

- (1) These terms and conditions are governed by and construed in accordance with the laws of Malaysia and applicable regulations, guidelines by relevant regulatory authorities, including Bank Negara Malaysia guidelines. Parties agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia or the courts of such other competent jurisdictions as we may in our discretion and as we deem fit elect.
- (2) If you are a non-citizen or non-resident of Malaysia, you should be aware of the laws in your country with regards to your banking and banking relationship with us in Malaysia. We will not be liable for any loss or liability imposed by your country on you as a result of your non-compliance with any laws, regulations or directives of your country.

#### **46. Execution of Further Documents**

You undertake to sign such further documents as may be requested by us.

#### **47. Notification of Change**

- (1) You undertake and are obliged to inform us promptly if:
  - (a) you intend to reside outside Malaysia;
  - (b) there is any change or proposed change in the particulars which you have given to us (including your mailing, home, electronic or office address, your home, office or mobile number and your employment or business or address); and/or
  - (c) there is any change to the personal information contained in your file or report held by us;

and you must immediately provide us with any or other information and documents as we may require from time to time in our discretion.

- (2) We rely on your personal information being kept up-to-date and complete. You cannot make any claim against us if our records are out-of-date, incomplete or inaccurate because we were not advised of the change.

For purposes of informing us, you may do so:

- (a) by calling CitiPhone; or
  - (b) by writing to us in the manner provided in Clause 22 above, including via Electronic Instructions.
- (3) Notwithstanding the foregoing, we may use any means necessary to verify information pertaining about you, including your identity.

#### **48. Your Departure from Malaysia**

- (1) If you are absent from Malaysia for more than one (1) month, you must settle the amount outstanding under your Card Account at least seven (7) days prior to your departure.
- (2) If you leave Malaysia to take up residence elsewhere, you will settle the amount outstanding under your Card Account and call CitiPhone or by giving prior written notice to us for cancellation at least fourteen (14) days prior to your departure. The provision relating to termination above will subsequently apply and your Card(s) and all Supplementary Card(s) (if any) must be returned to us.

#### **49. Features and Benefits Renewable**

In line with our commitment to upgrade your Card's services and benefits, we may review and revise any of the features and benefits listed in any brochures printed by us or appearing in our website.

#### **50. Compliance with Laws**

- (1) You acknowledge that you are solely responsible for, and that neither we nor any other Corporation in the Citigroup Organisation have any responsibility for your compliance with any laws, regulations or rules applicable to your use of any products and/or services in these Terms and Conditions including, but not limited to, any laws, regulations or rules, in your or any other jurisdiction, relating to tax, foreign exchange and capital control and for reporting or filing requirements that may apply as a result of my country of citizenship, domicile, residence or taxpaying status.
- (2) You hereby agree to provide us with such information as we may require from time to time, and shall update that information as required by us from time to time, to enable Citigroup Inc., Citigroup Organisation and/or us to comply with any laws or regulations of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities.

## **E-STATEMENT FACILITY**

- (1) You can choose to receive your statement via electronic form and be viewed from a computer terminal by signing up for our E-Statement Facility on our website at [www.citibank.com.my](http://www.citibank.com.my) or "Citibank Online". Upon your successful signing up, any statements, notices or information will be sent to you electronically via the email address provided by you upon signing up or made available on Citibank Online.
- (2) Once you have successfully signed up for the E-Statement Facility, you will be bound by the terms and conditions which govern the use of the E-Statement Facility which can be viewed on Citibank Online.
- (3) Once you have successfully signed up for our E-Statement Facility, your enrollment will start on the next statement date and we will cease sending you physical copies of statements, notices of information after that until the E-Statement Facility is cancelled or terminated by you or us. However, when the E-Statement Facility is still active, if you request for a physical copy of any statements of account, notices or information, we may charge you a fee for a physical copy.

## **PHONE BANKING TERMS AND CONDITIONS**

- (1) In addition to the terms and conditions above, if you:
  - (i) request the use of our services via telephone, (whether through telephone or other telecommunication services offered by us) (the "Services"); and
  - (ii) have been issued a personal identifying code or number ("T-PIN"),the following terms and conditions will also apply:
- (2) We are authorised to act on, and consider as valid and binding on you, any telephone instructions given by any person quoting or keying in:
  - (i) the title or number of your Card Account and the valid and current T-PIN for your Card Account; or
  - (ii) any personal information in relation to you which you previously gave us.

You agree that the quoting and keying in of such information is sufficient proof that the instructions are authentic.

- (3) We are not obliged to verify the identity or the authority of the person giving the telephone instructions in or purportedly in your name. We are not liable for acting on the telephone instructions which are given by the person, regardless of whether the person is authorised to do so, and regardless of the circumstances prevailing at the time of such instructions.

However, we reserve the discretion, as we deem fit, not to carry out any such instructions if we have any reason to doubt its authenticity or if in our opinion it is unlawful or otherwise improper to do so or for any other reason.



- (4) You agree to keep the T-PIN strictly confidential at all times and will not disclose or permit it to be disclosed to any person. You will report to us immediately if the T-PIN has become known to any person.

You bear all consequences arising out of your failure to comply with your obligations under this provision.

- (5) We may, as we deem fit, require you to:
- (i) confirm in writing the instructions within the period specified by us, call us to confirm the instructions, provide such other information and/or execute such other documents which we may deem necessary, failing which we may treat such instructions as having lapsed; or
  - (ii) refuse in writing the instructions within the period specified by us, failing which we may treat such instructions as having been confirmed by you.
- (6) Transactions relating to your Card Account requested by you through the use of the Services will be reflected in your next statement. Upon receipt of the statement, you are deemed to have examined all entries including those requested through the use of the Services.
- (7) You are under the duty to report any error, inaccuracy or discrepancy in the statement to us in writing, within fourteen (14) days from the date you received or are deemed to have received the statement. If for any reasons, we do not receive any written notification from you within fourteen (14) days, you are deemed to have accepted the entries in the statement made up to the date of the last entry in the statement as correct and conclusive evidence of all facts relating to all transactions you have requested through the use of the Services. For the avoidance of doubt, this provision only applies to you without affecting our rights to make good, correct or reverse any entries, including recover any monies mistakenly credited into your Card account (whether by a third party or for our use) for which you will be liable to pay over to us.

The statement will be considered conclusive and binding on you, your legal representatives and your successors. You will therefore be precluded from making any claim against us by alleging that the statement contains any error, inaccuracy or discrepancy in relation to the transactions.

- (8) For the avoidance of doubt, all terms and conditions relating to statements of account apply to the extent that they are not inconsistent with the terms and conditions of this provision.
- (9) Any information given by us under the Services is for reference only. We are not liable or responsible for the completeness or accuracy of the information given, and we may update and vary such information at our discretion.
- (10) We are not liable for any loss arising out of or in connection with the carrying out or failure or delay in carrying out your instructions.

- (11) We may (but are not obliged to) record telephone instructions. Such recordings are conclusive and binding on you. You agree and authorise us to use such recordings (or transcript of such recordings) for purposes of any legal proceedings.
- (12) All documents sent by you and received by us and all recordings of your instructions are admissible as primary evidence in any civil proceedings between us and you.
- (13) We reserve the right to add to or vary any of the Services available through telephone or any of the terms and conditions stated here by giving you notice in whatever form we deem sufficient.
- (14) We reserve the right to cancel or suspend any of the Services without any notice or reference to you.
- (15) You will pay us all fees and charges which we may impose in connection with the Services.
- (16) The Services include checking on the status of your Card Account, making payments and accepting the offers to participate in the products or programs as may be introduced or implemented by us in relation to the use of your Card.
- (17) These terms and conditions contained are in addition to and not in substitution for any other terms and/or conditions relating to your Card Account.

## **CITIBANK ONLINE TERMS AND CONDITIONS**

In addition to the above terms and conditions, if you request for our services through Citibank Online services, the terms and conditions of our online terms and conditions apply in addition to and not in substitution for any terms and conditions relating to your Card Account. You can view Citibank Online terms and conditions at [www.citibank.com.my](http://www.citibank.com.my).

## **PRIVACY FOR CONSUMERS AT CITI**

Our goal is to maintain your trust and confidence when handling your personal information.

### **You Have Choices**

As a Citigroup customer, you have the opportunity to make choices. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

### **Security of Personal Information**

The security of your personal information is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable laws. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

### **Additional Products Available for Cardmembers**

Additional products, instalment plans and balance transfer plans for Cardmembers which are made available in conjunction with Citibank Credit Cards. For more information, please click on the desired product links below:

**(1) Easy Payment Plan**

Citibank Easy Pay	<a href="https://www.citibank.com.my/english/existing-cardmembers/cardmembers-epp.htm?lid=MYENCBLCLNTLEasyPayInstalmentPlanARA">https://www.citibank.com.my/english/existing-cardmembers/cardmembers-epp.htm?lid=MYENCBLCLNTLEasyPayInstalmentPlanARA</a>
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**(2) Credit Card Instalment Plan**

Quick Cash	<a href="https://www.citibank.com.my/english/existing-cardmembers/cardmembers-dial-for-cash.htm?lid=MYENCBGHOHETLQuickCash">https://www.citibank.com.my/english/existing-cardmembers/cardmembers-dial-for-cash.htm?lid=MYENCBGHOHETLQuickCash</a>
Balance Conversion	<a href="https://www.citibank.com.my/english/existing-cardmembers/cardmembers-balance-conversion.htm?lid=MYENCBGCCHETLBalanceConversion">https://www.citibank.com.my/english/existing-cardmembers/cardmembers-balance-conversion.htm?lid=MYENCBGCCHETLBalanceConversion</a>
FlexiPayment Plan	<a href="https://www.citibank.com.my/english/existing-cardmembers/cardmembers-flexi-payment.htm?lid=MYENCBLTCCATLFlexipaymentPlanTC">https://www.citibank.com.my/english/existing-cardmembers/cardmembers-flexi-payment.htm?lid=MYENCBLTCCATLFlexipaymentPlanTC</a>
Balance Transfer via Instalment Plan	<a href="https://www.citibank.com.my/english/existing-cardmembers/cardmembers-balance-transfer-installment.htm?lid=MYENCBGCCHETLBalanceTransferInstalmentPlan">https://www.citibank.com.my/english/existing-cardmembers/cardmembers-balance-transfer-installment.htm?lid=MYENCBGCCHETLBalanceTransferInstalmentPlan</a>

**(3) Credit Card Balance Transfer Plan**

Balance Transfer	<a href="https://www.citibank.com.my/english/existing-cardmembers/balance-transfer.htm?lid=MYENCBLTCCATLBalanceTransferTC">https://www.citibank.com.my/english/existing-cardmembers/balance-transfer.htm?lid=MYENCBLTCCATLBalanceTransferTC</a>
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**(4) Credit Card Cash Advance**

Cash Advance	<a href="https://www.citibank.com.my/english/existing-cardmembers/cash-advance.htm?lid=MYENCBGCCHETLCashAdvance">https://www.citibank.com.my/english/existing-cardmembers/cash-advance.htm?lid=MYENCBGCCHETLCashAdvance</a>
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**Additional Services or Products**

Citibank may in its discretion:

- (a) introduce or provide other products, additional facilities or services to you upon such terms and conditions as Citibank may specify;
- (b) furnish you with information relating to and in connection with any investment possibilities, banking and investment products (including unit trusts, treasury and other financial derivatives) in any jurisdiction; and
- (c) introduce new methods of procuring transactions which arise in the course of providing banking and other services to you.

At Citibank we endeavor to keep you informed of the latest marketing and promotional offers we feel would be useful and beneficial to you. These include programs you may find valuable in helping you manage your account such as product or service upgrades, credit line increases and other benefits.

However, you can choose not to receive these materials should you so desire, by calling CitiPhone Banking at 03-2383 0000 (Kuala Lumpur), 04-296 0000 (Penang), 07- 268 0000 (Johor Bahru) or 1800-82-1010 (Sabah and Sarawak), or writing to our Customer Correspondence Unit, Citibank Berhad, (Ref: Privacy), P.O. Box 11725, 50754 Kuala Lumpur, or logging in to Citibank Online at [www.citibank.com.my](http://www.citibank.com.my) to email us. Please allow 8 to 10 weeks for your request to take effect. If you would like to be reinstated, simply call our CitiPhone Officers and we will gladly assist you with your request.

Version: January 2019