



Citi Business Platinum Credit Card Terms and Conditions (effective 6 NOVEMBER 2020)

1. The following terms and conditions governs the use of Citi Business Platinum Card issued by Citibank Berhad (Registration No. 199401011410 (297089-M)) ("Citibank") to Cardholders. These terms and conditions are not applicable to Citi Business Platinum Card not issued in Malaysia.
2. These terms and conditions are to be read in conjunction with the Citibank Credit Card Terms and Conditions (accessible via www.citibank.com.my (the "Website")) and if there is any conflict or discrepancy between the two in respect of the Citi Business Platinum Card, these terms and conditions will prevail. Unless stated otherwise, definitions used in these terms and conditions will carry the same meaning as definitions found in the Citibank Credit Card Terms and Conditions. Further, these terms and conditions may be superseded by variations, revisions or changes from time to time and at any time, subject to adequate prior written notice to you. To the fullest extent permitted by law, your retention or use of your Citi Business Platinum 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. **Please read and understand these terms and conditions carefully and reach out to us if you need clarification on these terms and conditions.**

Definitions

3. In addition to those words and expressions already defined in the Citi Credit Cards Terms and Conditions:

"Annual Fee" refer to the full annual fees payable for Citi Business Platinum Card in accordance with the credit cards fees and charges table available at www.citibank.com.my.

"Cardholders" means both the Principal Cardholder and Supplementary Cardholder. In the premise, the words "Principal Cardholder" mean the holder of the principal Citi Business Platinum Card and the words "Supplementary Cardholder" means the holder of the supplementary Citi Business Platinum Card.

"Cash Back" means the Cash Back a Cardholder earned through the use of the Citi Business Platinum Card.



"Citi Business Platinum Card" means the Business Platinum Credit Card issued by Citibank, and includes a supplementary credit card, if applicable.

"Citi Business Platinum Card Account" means the Citi Business Platinum Card Account of the Principal Cardholder maintained with Citibank.

"Citi Business Platinum Card Features" means the features offered under the Citi Business Platinum Card, which is subject to change from time to time with adequate prior written notice to you.

"Transaction" means any retail transactions made using Citi Business Platinum Card, excluding any transactions as specified in clause 10 in these terms and conditions.

"We", "Ours", "Us" or "Citibank" means Citibank Berhad (Registration No. 199401011410 (297089-M)), the issuer of your Citi Business Platinum Card under your Citi Business Platinum Card Account.

"You", "you", "Your", "your", "Yours" or "yours" means all persons responsible for complying with 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.

Eligibility

4. Notwithstanding anything else stated in these terms and conditions, the following persons are NOT eligible for the Citi Business Platinum Card Features:
 - (a) Any Cardholder who has committed an event of default in or whose Citi Business Platinum Card Account has been cancelled or terminated;
 - (b) Any Cardholder who has committed an event of default in relation to any Card or Card Account or Other Bank Accounts (as defined in the Citi Credit Cards Terms and Conditions); or
 - (c) Any Cardholder or person who has committed any fraudulent or wrongful act or transactions in relation to the use of the Card, Card Account or Other Bank Accounts

Citi Business Platinum Card Features

5. Annual Fee is payable to your Citi Business Platinum Card account(s) regardless whether you use the Citi Business Platinum Card.

6. Subject to Clause 10 below, You are entitled to earn Cash Back in the manner set out below:

(a) 1.2% Cash Back on overseas spend

For the avoidance of doubt, the Cash Back for overseas spend must be made in foreign currency only for Card members to earn the 1.2% Cash Back. Cardholder's whose overseas spend is made in local currency (Ringgit Malaysia) will earn Cash Back as per paragraph (b) below; and

(b) 0.5% Cash Back on local spend.

7. The merchants and rates for Cash Back are subject to change and periodical review by Citibank as it deems fit by giving adequate prior written notice to Cardholders. In addition to that, the partners with specific Cash Back arrangement is subject to change and periodic review by Citibank and partners as it deems fit.

8. (a) Any Cash Back earned will be credited into the Principal Cardholder's account and will be reflected in the Principal Cardholder's statement of account, so long as the Cardholders' have accumulated an aggregate of RM20 in Cash Back.

(b) If the accumulated Cash Back is less than **RM20** for a particular month, the total Cash Back amount will be carried forward to the following month, and will be taken into account in determining the Cardholder's Cash Back entitlement for that following month. If the Cardholder has not accumulated an aggregate of **RM20** in Cash Back for that month, the total accumulate Cash Back amount will continue to be carried forward to the subsequent month and so forth.

9. To avoid any doubt, We may reasonably specify from time to time and with adequate prior written notice to you, Card transactions, payments or items which will NOT earn Cash Back.

10. (a) To avoid any doubt, we will NOT include the following items in the calculation of Cash Back:-

(i) Transaction made on Citi FlexiBill, PayLite, Cash Advance, Quick Cash, Easy Pay (EPP), JOMPAY, Balance Transfer or Balance Transfer via Instalment Plan (as described in the terms and conditions for these products found on the Website;

- (ii) payment of Card account, annual fees, interest payments, late payment fees or charges for cash withdrawals;
- (iii) refunded, disputed, unauthorized or fraudulent retail transactions;
- (iv) government service tax or any other taxes
- (v) any other form of service/miscellaneous fees;
- (vi) premium for Credit Shield Plus (CSP), Credit Shield Premier (CSPr), Card Protection Premier (CPP) (defined in the terms and conditions for these products found on the Website) or any other credit insurance;
- (vii) payment of rates, charges, fines to Governmental, statutory and judicial bodies;
- (viii) purchase of fuels at any petrol or gas stations; any other purchases made at any petrol or gas stations; and
- (ix) card present and card non-present (e-commerce) transactions made at any merchant with physical premises, address of the fixed place of business or business license in any country participating in the European Economic Area (EEA) or joining after the above effective date, for example: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, the UK, Iceland, Liechtenstein and Norway.

(b) Unless expressly stated in these terms and conditions or otherwise informed by Citibank, Cardholders are not entitled to earn Cash Back from any other categories of transactions.

11. The assignment of Merchant Category Code / Merchant Description (as defined below) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct Merchant Category Code/Merchant Description. In the event that Cash Back are not credited to your Citi Business Platinum Card Account due to the incorrect assignment of Merchant Category Code/Merchant Description by the acquiring bank:

- (i) you may contact Citiphone Banking at **03-2383 0000** to request for an investigation and rectification; and
- (ii) You agree that Citibank shall not be held responsible for such discrepancies which are ordinarily beyond the reasonable control of Citibank

"Merchant Category Code" is the code assigned to a merchant by Mastercard® or Visa or other card associations when the merchant accepts a card from them as form of payment. The code classifies type of goods or services provided by the merchant.

"Merchant Description" is a name or description assigned by the respective acquiring bank to differentiate merchants.

12. Transactions by Supplementary Cardholders will earn Cash Back in the same manner as the Principal Cardholders but the Cash Back earned will be credited into the Principal Cardholder's Citi Business Platinum Card Account.
13. For the avoidance doubt, Citibank reserves the right to reverse the Cash Back at any time where there is valid reason to do so. Circumstances where reversal of Cash Back may occur includes cancellation of transaction due to return of goods, refund, fraud, error and unauthorized transactions.
14. Cash Back reversal will be applied in the statement cycle when reversal transaction is posted which may differ from the statement cycle of the corresponding purchase transaction.
15. (a) Any collected Cash Back, including Cash Back which are pending credit into the Cardholder's Card Account, will become invalid upon the occurrence of any one of the following:
 - (i) any cancellation of the Citi Business Platinum Card;
 - (ii) any conversion of the Citi Business Platinum Card to any other Citibank credit card; or
 - (iii) the Cardholder's Card Account becomes delinquent.

(b) For avoidance of doubt, if either (ii) or (iii) above occurs, no refund, extension or compensation will be given by Citibank.
16. Whilst Citibank will endeavour to credit the Cash Back into your Citi Business Platinum Card Account as soon as possible, there may be a lapse of time between a Transaction made or usage of the Citi Business Platinum Credit Card and the earning of the Cash Back into your Citi Business Platinum Card Account. You agree that in such circumstances, Citibank will not be liable for such delay save where the lapse of time is caused by any breach, or negligence by us. We do not represent that any Cash Back earned will be immediately reflected in the Cardholder's Card Account or the Cardholder's monthly statement.
17. A Cardholder's Card Account must be in good standing in order to be entitled to earn the Cash Back. This includes not being overdue in payment and not exceeding the credit limit.
18. If the Cash Back are awarded to Cardholders or persons who have committed or are reasonably suspected of committing any fraudulent, wrongful or unlawful acts in relation to the Citi Business Platinum Credit Card and/or any other Citibank facilities, services and/or accommodation, including Citibank Online, Citibank has the right to disqualify such Cardholders or persons from earning, using



or making any redemption on the Cash Back. Such acts may result in forfeiture of any Cash Back earned as well as cancellation or termination (whether voluntary or involuntary) of the Cardholder's Card Account (s) and/or Cash Back Card(s).

19. Cash Back from an expired or closed Card Account cannot be transferred to an existing Citi Business Platinum Card Account. You also cannot transfer the Cash Back earned in your Citi Business Platinum Card Account to another Card Account.
20. Citibank may at its reasonable discretion take into account any other transactions in the calculation of Cash Back or to otherwise vary the basis of calculation of Cash Back by giving you adequate prior written notice.
21. Citibank may rectify any errors in the calculation of Cash Back or otherwise adjust such calculation with notice to you.

Miscellaneous

22. Citibank is not liable for any default in respect of the Citi Business Platinum Card due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or systems failure or any event not caused by any breach or negligence by Citibank.
23. Citibank is an issuer of credit cards and therefore is not responsible for the quality, merchantability or fitness for any purpose or any other aspect of the products and/or services purchased using Citi Business Platinum Card.
24. Citibank's decisions on all matters regarding the Citi Business Platinum Card or its features, Cash Back, including determining the Cash Back and categories of Cash Back are conclusive and binding on the Cardholders save for fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries).
25. Citibank reserves the right as it deems fit to change or vary the mechanics applicable to Cash Back for the Citi Business Platinum Credit Card in these terms and conditions by giving adequate prior written notice. Such changes or variations will be effective on a date determined by Citibank.

26. To the fullest extent permitted by law, Citibank reserves the right to cancel, revise, terminate or suspend the Citi Business Platinum Card Features or to revise any of the clauses in these terms and conditions (for example, due to changes in law, technology or economic factors) and with adequate prior written notice to the Cardholders by way of posting on Citibank Online, accessible via www.citibank.com.my or in any other manner reasonably deemed suitable by Citibank to reach you. The Cardholders agree to log-on to Citibank Online, accessible via www.citibank.com.my from time to time to view and understand these terms and conditions and to ensure that the Cardholders are kept up-to-date with any changes made. If, after notice of such changes, you decide you no longer wish to participate in the Citi Business Platinum Card Features, you must notify us by contacting CitiPhone Banking or giving prior written notice to us, before the effective date of such proposed change. Cardholders agree that their continued usage of the Citi Business Platinum Credit Card constitutes their acceptance of these terms and conditions (as changed or varied from time to time with the aforesaid notice).
27. To the fullest extent permitted by law, any cancellation, revision, termination or suspension of the Citi Business Platinum Card Features by Citibank will not entitle any Cardholder to any claim or compensation against Citibank for any loss or damage suffered or incurred by any Cardholder as a direct or indirect result of the act of cancellation, revision, termination or suspension.
28. To the fullest extent permitted by law, neither Citibank nor any of its officers, servants, employees, representatives or agents (including but not limited to any third party service providers that Citibank may engage for the purpose of carrying out services in relation to the Citi Business Platinum Card Features) will be liable for any losses, damages, costs or expenses which arises in connection with the Citi Business Platinum Card Features, except where it is due to Citibank's breach or negligence.
29. To the fullest extent permitted by law, if any clause of these terms and conditions is invalid or unenforceable in any jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that clause in another jurisdiction or the enforceability of the remaining clauses.
30. These terms and conditions will be governed by and construed in accordance with the laws of Malaysia.