



## SAMSUNG PAY: CITI THIRD PARTY DIGITAL WALLET TERMS AND CONDITIONS

Last Updated: November 06, 2020 (Version 3.0)

Terms and Conditions w.e.f. November 06, 2020

### 1. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING SAMSUNG PAY.

- 1.1. This Citi Third Party Wallet Terms and Conditions ("Terms and Conditions") governs the access of this application or use of eligible Citibank credit cards issued, and linked to accounts opened in Malaysia ("Card" or "Cards") through Samsung Pay ("the Service"). In these Terms and Conditions, the words "including" and "include" mean "including but not limited to".
- 1.2. Your access and use of the Service, including adding or using a Card through Samsung Pay, constitutes a legally binding agreement between you, an individual accessing or using the Service from within the territory in which you reside ("you", "your" or "yours") and Citibank Berhad (Registration No. 199401011410 (297089-M)) ("Citibank") (Co. No. 297089-M) ("We", "Us" or "Our") which governs your access to and use of Cards via the Service. Please review these Terms and Conditions carefully before you decide whether to accept these Terms and Conditions and continue with the addition of your Cards to Samsung Pay. You may reach out to us if you need clarification on these terms and conditions.
- 1.3. **If you do not agree to these Terms and Conditions, then you must not access the Service, add or use your Card in connection with, Samsung Pay. Use of Samsung Pay is at your discretion. You are not obliged to use Samsung Pay in connection with any of your Cards.** By using a Card in Samsung Pay you agree to use your Card through Samsung Pay in accordance with these Terms and Conditions. By agreeing to these Terms and Conditions, you represent that you are 18 years of age and/or are capable of entering into a legally binding agreement.
- 1.4. The term "Samsung Pay" shall include the Samsung Pay branded payment functionality and the Card provisioning functionality performed, and transaction history displayed, by the Samsung Pay application. We will determine, in our sole discretion, which Cards will be eligible for use through Samsung Pay.
- 1.5. Any right, entitlement, discretion, liberty or power which may be exercised or any determination which may be made by us under these terms and conditions (including any opinion of, requirement by, and matter or circumstances acceptable to us, any determination of any period or duration of time by us and any objection issued by you) must be reasonably exercised by us or made in our reasonable discretion. To the fullest extent permitted by law, we are not obliged to give any prior written notice or reasons for such exercise or determination.
- 1.6. Where required by law, any notice to be given by us shall be given adequately in advance and in writing.



## 2. TRADEMARKS.

- 2.1. Citi, Citi and Arc Design and other marks used herein are service marks of Citigroup Inc. or its affiliates, used and registered throughout the world.
- 2.2. You acknowledge that your use of Samsung Pay to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each Card account to which the Card is linked including Citi credit cards terms and conditions and the relevant credit cards terms and conditions ("Card Terms and Conditions"). The applicable Card Terms and Conditions are incorporated by reference (available at [www.citibank.com.my](http://www.citibank.com.my)) and are to be read in conjunction with these Terms and Conditions. To the extent of any inconsistencies between these Terms and Conditions and the applicable Card Terms and Conditions, these Terms and Conditions shall prevail in respect of your usage of the Service or any Card through Samsung Pay. You also acknowledge that your use of the Service is subject to the terms and conditions set forth by Samsung Malaysia Electronics (SME) Sdn Bhd or any of its subsidiaries ("Samsung") with respect to the use of Samsung Pay.

## 3. ELIGIBILITY / ENROLMENT.

- 3.1. Samsung Pay is available to cardholders for the purposes of purchasing goods and services with a compatible wireless Samsung mobile device ("Eligible Mobile Device"), at near field communication ("NFC") and/or Magnetic Secure Transmission ("MST") enabled merchants who accept Samsung Pay as a form of payment. Samsung Pay allows you to use your Eligible Mobile Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Samsung Pay, you must register your Card through Samsung Pay either by scanning the card or entering the card details manually. You may be required to take additional steps to authenticate yourself before your Card is added to Samsung Pay, including by providing additional identifying information, One Time Password (OTP) which will be sent to you by Us via SMS on your registered mobile number with Citibank. By adding your Card to Samsung Pay, you will be allocated a unique numerical identifier different from your Card number ("Token") which will enable you use the Service to make purchases and receive refunds through Samsung Pay. This Token will also be known as a "Device Account Number". Due to the manner in which Samsung Pay operates, you may need to physically present your Eligible Mobile Device at a merchant (for example, at the cash register where the NFC/MST enabled terminals are located) when you return an item purchased using Samsung Pay on such Eligible Mobile Device.
- 3.2. Further information on Samsung Pay can be found on our website at [www.citibank.com.my](http://www.citibank.com.my), in particular by accessing the Frequently Asked Questions ("FAQ") section for Samsung Pay on the Citibank Online website. Please access Citibank Online for the list of the Eligible Mobile Devices and the maximum number of Cards you may register on your Samsung Pay account at any given time. For avoidance of doubt, the information on the website may be subject to change from time to time with adequate prior written notice by way of posting on Citibank Online or in any other reasonably suitable manner. You agree to review these information from time to time to view and understand



these terms and conditions and to ensure that you are kept up-to-date with any changes made. You agree that your continued usage of Samsung Pay constitutes your acceptance of these terms and conditions (as changed or varied from time to time with the aforesaid notice).

#### 4. YOUR USE OF CITI CARDS THROUGH SAMSUNG PAY.

4.1. Purchases you make with Samsung Pay using your Card are governed by the Card Terms and Conditions. Please review the Card Terms and Conditions for important information on your rights and responsibilities when making purchases.

4.2. Subject to your obligations under "Security and Liability" below, if your Eligible Mobile Device is lost or stolen, your fingerprint identity or other passcode (including your Personal Identity Number(s) or PIN) is compromised or Card has been used through Samsung Pay without your permission, **you must notify Us immediately** if you had received any alerts, including text message (SMS) alerts of any unauthorised use or as soon as reasonably practicable after having discovered the loss or theft of your Card and/or Eligible Mobile Device, disclosure of PIN or unauthorised use, and if required by Us, furnish Us, a police report and/or any other information or document in connection with such loss or theft of your Card and/or Eligible Mobile Device, disclosure of PIN or unauthorised use.

For the purposes of notification, you may contact us at the number stated in Clause 8 below.

4.3. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorised use of your Card in connection with Samsung Pay, as further set out in your Card Terms and Conditions. For the avoidance of any doubt, we may still make you liable for part or all of the losses in connection with such unauthorised use if you had failed, neglected or refused to exercise due care in safeguarding your Eligible Mobile Device and/or your Card in accordance with the Card Terms and Conditions and Clause 8.2 below.

4.4. You acknowledge that your Eligible Mobile Device can be used to make purchases using Samsung Pay without unlocking the Eligible Mobile Device however you will still be required to authorise any Samsung Pay transaction with your fingerprint identity, PIN or passcode.

4.5. You agree and acknowledge that the transaction history displayed in Samsung Pay in connection with use of your Card in Samsung Pay solely represents our authorisation of your Samsung Pay transaction and does not reflect any post authorisation activity, including but not limited to the clearing of funds, settlement of payment, foreign currency exchange, reversals, returns or chargebacks on the transaction.

4.6. Accordingly, the purchase amount, currency, and other details for your Samsung Pay transaction history in connection with use of your Card in Samsung Pay may not match the transaction amount that ultimately clears, settles, and posts to your Card statements. You will remain liable to Us for the amounts set out on your Card statements.

4.7. We currently do not impose a fee for using your Card through Samsung Pay but We reserve the right to impose a fee in the future, by giving you adequate prior written notice. Your



telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Samsung Pay.

- 4.8. As a condition to using your Card in connection with Samsung Pay, you consent to receiving from Us notifications and automatically dialed calls or text messages on your Eligible Mobile Device, including at the Eligible Mobile Device phone number you provide. If at any time you revoke this consent, We may suspend or cancel your ability to use your Cards in connection with Samsung Pay by giving prior written notice to you.
- 4.9. Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls, restrictions or limitations put in place by manufacturers, sometimes referred to as "jail breaking", or gaining root access to a device's operating systems or system applications without the manufacturer's permission, are not Eligible Mobile Devices. You acknowledge that the use of a modified, "jail broken" or "rooted" device to use your Card in connection with Samsung Pay is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for Us to deny your access to your Cards through Samsung Pay.

## **5. AUTHORISATION TO COLLECT AND SHARE DATA.**

- 5.1. You acknowledge that (i) Samsung, the provider of Samsung Pay technology that supports the Cards in Samsung Pay, as well as Samsung sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (for example, Mastercard® International Incorporated and its affiliate Maestro or Visa, U.S.A., Inc. and its affiliate Interlink) as well as such networks sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via use of your Cards through Samsung Pay. You acknowledge that the use and disclosure of any personal information provided by you directly to Samsung, the applicable payment network branded on your Card, or other third parties supporting Samsung Pay, will be governed by that party's privacy policy which you are advised to read and understand.

## **6. MERCHANT RELATIONSHIPS AND DISCLAIMERS.**

- 6.1. Merchants may present to you certain discounts, rebates or other benefits (for example, free shipping) (Offers) in Samsung Pay. Such Offers are subject to certain terms and conditions and may be changed by the merchants at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and Card Terms and Conditions, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Samsung Pay or the Offers that they provide.



## 7. AMENDMENTS.

- 7.1. Subject to applicable law and regulations, We may at any time (i) terminate your use of Cards in connection with the Service or Samsung Pay, (ii) modify or suspend the type or amount of transactions allowed using Cards in connection with the Service or Samsung Pay, (iii) change the Card eligibility for use with the Service Samsung Pay and (iv) change the Card authentication process by giving you adequate prior written notice where there is a valid reason to do so. Likewise, We can amend these Terms and Conditions relating to the Service or Samsung Pay by giving you adequate prior written notice. Amendments will be effective upon expiry of the notice period stated in the notice posting such updated Terms and Conditions at our website at [www.citibank.com.my](http://www.citibank.com.my) or on the Service. Any changes will not increase your liability for transactions already conducted using your Card in Samsung Pay.
- 7.2. To the fullest extent permitted by law and where necessary, we may make changes required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify you of such changes as soon as practicable.
- 7.3. Otherwise, We will give you adequate prior written notice of any changes which, impose or increase our charges relating solely to the use of the Service or your Card in Samsung Pay, increase your liability for losses relating to transactions conducted using the Service or your Card in Samsung Pay (where such losses are caused by you and/or anything ordinarily within your reasonable contemplation or control), impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of the Service or your Card in Samsung Pay or in connection with the use of the Service or your Card in Samsung Pay.
- 7.4. We may make any other changes to the terms applying to the use of the Service or your Card in Samsung Pay by adequately notifying you in writing before the change takes place.

## 8. SECURITY AND YOUR LIABILITY.

- 8.1. Any person who can unlock your Eligible Mobile Device may be able to make transactions using your Card registered in Samsung Pay. Fingerprint sign-in means that any fingerprint saved on your mobile device, now or in the future, can access your Card in Samsung Pay. Accordingly, you must not activate Fingerprint sign-in if you have any other person's fingerprint saved on your device at any time and you must keep your Eligible Mobile Device safe and secured. If you do not do so, or if you share your PIN or passcode with any other person, you are taken to have authorised that person to transact on your account using Samsung Pay. **This means that any Samsung Pay transaction initiated by that person using the fingerprint, PIN or passcode will be authorised by you and the limitation of liability which may be applicable to you under your Card Terms and Conditions which deals with unauthorised transactions will not apply (i.e. you will be liable for all amounts transacted by such use of your account).**
- 8.2. Without affecting the above, once you access the Service, add or use any of your Cards for Samsung Pay, **YOU ARE RESPONSIBLE** for ensuring that:



- a. you and your supplementary cardholders abide by these terms and conditions and the Card Terms and Conditions;
  - b. the Service or Samsung Pay wallet is not shared with anyone and is used only by you;
  - c. you take reasonable steps to keep your PIN, Token, Device Account Number or passcode in the Eligible Mobile Device in the same way as you would secure a banking password or PIN at all times, including by not:
    - i. sharing it with anyone;
    - ii. carrying a record of your PIN, Token, Device Account Number or passcode, with (or in close proximity to) an Eligible Mobile Device or anything liable to be lost or stolen together with an Eligible Mobile Device;
    - iii. choosing a PIN, Token or passcode that can be guessed, such as your date of birth, identity card number, passport number, driving licence, contact numbers or which form a recognizable part of your name, and/or
    - iv. acting with extreme carelessness in failing to protect the security of the passcode,
  - d. you must keep the Eligible Mobile Device safe and secure, and you must exercise due care in safeguarding your Eligible Mobile Device, even at your place of residence (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it); and/or
  - e. you must notify us:
    - i. as soon as reasonably practicable after having discovered that your Eligible Mobile Device is lost, stolen an unauthorized transaction has occurred or that your PIN, Token or passcode may have been compromised;
    - ii. immediately upon receiving any SMS transaction alert or any other alert if the transaction was unauthorized;
    - iii. immediately of any change in your contact number;
  - f. you remove any Cards from the Eligible Mobile Device before disposing of the Eligible Mobile Device;
  - g. you use your Card, the Service and/or the Samsung Pay wallet responsibly, including not using the credit card for unlawful activity; and
  - h. you check your account statement and report any discrepancy without undue delay.
- 8.3. At any time, you can delete your Card from Samsung Pay and any supplementary Cardholder can delete their Card from Samsung Pay.
- 8.4. Please call us immediately at +603-2383 0000 or at CitiPhone Banking if your Eligible Mobile Device is lost or stolen, if your Samsung devices mobile service is suddenly disconnected without your



permission (which may indicate you have been subject to mobile phone porting) and/or if you suspect a security breach in relation to your Eligible Mobile Device or Samsung Pay or that an unauthorized person has used your passcode, PIN or your other credentials to access the Service or Samsung Pay.

## **9. INTELLECTUAL PROPERTY.**

- 9.1. All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (Intellectual Property Rights) in Samsung Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Samsung, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Samsung, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, Samsung Pay.

## **10. RESTRICTIONS.**

- 10.1. You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Service or Samsung Pay; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service or Samsung Pay except as expressly permitted; (iii) decompile, reverse engineer or disassemble the Service or Samsung Pay except as may be permitted by applicable law; (iv) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Service or Samsung Pay or unduly burdening or hindering the operation and/or functionality of any aspect of the Service or Samsung Pay; or (v) attempt to gain unauthorised access to or impair any aspect of the Service or Samsung Pay or its related systems or networks.

## **11. THIRD-PARTY SERVICE AND CONTENT.**

- 11.1. The Service may be made available or accessed in connection with third-party services and content (including advertising). You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Neither Samsung nor We shall be responsible or liable for any injury (including death), loss or damages incurred from your purchase, use or consumption of any products or services of such third party providers where such injury, loss or damage is caused by anything ordinarily within our reasonable control.

## **12. NETWORK ACCESS AND DEVICES.**

- 12.1. You are responsible for obtaining the data network access necessary to use the Service. Your mobile networks data rates and fees may apply if you access or use the Service from a wireless-enabled device. You are responsible for acquiring and updating compatible software on Eligible Mobile



Devices necessary to access and use the Service and any updates thereto. We do not guarantee that the Service, or any portion thereof, will function on any particular hardware or devices. In addition, the Service may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications due to no fault of Ours.

**13. DISCLAIMERS OF WARRANTY.**

- 13.1. Samsung Pay is provided by Samsung and without warranty from Us. You acknowledge and agree that from time to time, your use of the Service or your Card in connection with Samsung Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither We, Citigroup Inc. nor its/Our affiliates will be liable for any claim arising from or related to use of your Card through Samsung Pay due to such delay, interruption, disruption or similar failure due to anything beyond our reasonable contemplation or control.
- 13.2. You acknowledge that we are not party to the Terms and Conditions for Samsung Pay between you and Samsung and we do not own and are not responsible for Samsung Pay. We are not providing any warranty for Samsung Pay. We are not responsible for maintenance or other support services for Samsung Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Samsung Pay, including, without limitation, any third party product liability claims, claims that Samsung Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Samsung Pay, including those pertaining to Intellectual Property Rights, must be directed to Samsung.
- 13.3. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Mobile Device. You are responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance and costs associated with such Eligible Mobile Device.

**14. LIMITATION OF LIABILITY.**

- 14.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, CITIGROUP INC. AND/OUR ITS/OUR AFFILIATES, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF SAMSUNG PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH SAMSUNG PAY, WHICH IS CAUSED BY ANYTHING NOT ORDINARILY WITHIN OUR REASONABLE CONTROL.
- 14.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES)





ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANYTHING NOT ORDINARILY WITHIN OUR REASONABLE CONTROL, INCLUDING ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF SAMSUNG PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH SAMSUNG PAY, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM SAMSUNG PAY, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH SAMSUNG PAY BY ANY THIRD PARTY, (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH SAMSUNG PAY, AND/OR (VI) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

**15. INDEMNITY.**

- 15.1. To the fullest extent permitted by law, You will indemnify, defend, and hold Us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity caused by you and/or anything ordinarily within your reasonable contemplation or control that arises out of or relates to (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions, including any violation of our policies, (b) your wrongful or improper use of Samsung Pay, including willful misconduct or fraud, (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights, (d) your violation of any law, rule or regulation of Malaysia or any other country, (e) any other party accessing or using Samsung Pay with your Fingerprint sign-in, PIN or other appropriate security or pass code.

**16. REPRESENTATION AND WARRANTY.**

- 16.1. You represent and warrant to us that (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Samsung Pay is your name, (ii) the Card you added to Samsung Pay is your Card (or you are an additional cardholder of the Card), (iii) you have the authority to authorize the receipt of notices, calls and text messages (SMS) from Us at the phone number you provide, (iv) you and all transactions initiated by you will comply with all federal and state, rules, and regulations applicable to you, including any applicable tax laws and regulations, (v) you will not use the Service or your Card through Samsung Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Samsung Pay, and (vi) your use of your Card in connection with the Service and Samsung Pay will comply with these Terms and Conditions.



17. **ASSIGNMENT.**

17.1. You may not assign these Terms and Conditions without Our prior written approval. We may assign and/or transfer our rights or obligations under these Terms and Conditions at any time to: (i) a subsidiary or affiliate; (ii) an acquirer of Our equity, business or assets; or (iii) a successor by merger by giving you notice (if such notice is required by law). Any purported assignment by you in violation of this section shall be void.

18. **SEVERABILITY.**

18.1. If any provision or part of a provision of these terms is illegal, invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

19. **GOVERNING LAW.**

19.1. Use of the Service and these Terms and Conditions shall be governed by all applicable laws and regulations of **Malaysia** and you hereby irrevocably submit to the jurisdiction of the **courts in Malaysia**.