

Citi Business Signature Card (Full Corporate Liability) Terms and Conditions (effective 15 April 2019)

These are the terms and conditions governing the legal relationship between Citibank Berhad (297089-M) (“**Citibank**”) and you in respect of all Citi Business Signature Card (full corporate liability) issued by Citibank at your request. You are required to read and understand these terms and conditions thoroughly before using the Citi Business Signature Card (full corporate liability).

1. Definitions and interpretations

1.1. In these terms and conditions headings and boldings are only for convenience and do not affect interpretation and, unless the context requires otherwise, the following definitions apply:

The words “**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 the Principal Account, the Supplementary Account and/or Other Bank Accounts) and “**Account**” means any of them.

The word “**ATM**” means the automated teller machine.

The words “**Auto-Billing Service**” mean the auto-billing service which the Cardmember has registered with a Merchant whereby you have authorized us to debit the Card for such amounts for purposes of making recurring payments to the Merchant for Transactions on a monthly basis or at such intervals which we have been instructed in writing from time to time.

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

The words “**Authorized Signatory**” mean any person nominated by you in the application form or by written instruction to Citibank from time to time as authorized to give any Communication to Citibank, to receive any Communication from Citibank and to perform all administrative duties on your behalf.

The word “**BNM**” means Bank Negara Malaysia, a body corporate established under the Central Bank of Malaysia Act, 2009.

The word “**Card**” means the Citi Business Signature Card (full corporate liability) issued by us to the Cardmember under the Principal Account.

The word “**Cardmember**” means the person to whom the Card is to be issued.

The words “**Cash Advance**” mean any cash amount in any currency disbursed to the Cardmember, with or without the Cardmember’s authorization or knowledge.

The word “**CBOL**” means Citibank Online Internet Banking service, accessible via www.citibank.com.my.

The word “**CCRIS**” means the Central Credit Reference Information System.

The word “**CitiPhone**” means the Citibank Telephone Banking service. The number to call is **03-2383 3388**.

The word “**Communication**” includes any query, request and instruction given electronically, documentarily or orally and any document which includes any statement, certificate, notice, demand, Legal Process and any other communication.

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

The words “**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.

The words “**Credit Limit**” mean the spending limit applicable to the Principal Account, either requested by you or at our discretion and may include all Supplementary Limit, where applicable.

The words “**Current Balance**” mean all amounts due and owing to us for the material month and include all Cash Advances, Transactions, Late Payment Charges, Past Due Balance and any other fees and taxes.

The word “**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.

The word “**DCHEQS**” means the Dishonored Cheques Information System.

The words “**Event of Default**” mean any one of the events as set out in clause 22.

The words “**Late Payment Charges**” mean the applicable interests charged or imposed on the Current Balance as shown in the Master Statement of Account if you do not pay the Current Balance in full on Payment Due Date.

The words “**Legal Process**” means all pleadings, all forms of originating process, interlocutory applications of whatever nature, affidavits, orders and such other documents and notices as may be required to be given or served to you under these terms and conditions, and under any legislation or subsidiary legislation.

The words “**Master Statement of Account**” mean a consolidated statement of account issued by us to you stating the Credit Limit, the Payment Due Date, the Current Balance under the Principal Account and will include all the items in the Statement of Accounts for all the Supplementary Accounts.

The word “**Merchant**” means the firms and organizations accepting the Card as payment for goods or services, some of whom also accept the Auto-Billing Service.

The word “**MEPS**” means the Malaysian Electronic Payment System (1997) Sdn. Bhd., a service provider providing ATM network for banks and financial institutions.

The words “**Past Due Balance**” mean any unpaid portion of the balance due from the previous months.

The words “**Payment Due Date**” mean the date the payment for the Current Balance is to be received by us in full.

The words “**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.

The word “**PIN**” means the Personal Identification Number issued by us.

The words “**Principal Account**” mean the Card account that you maintain with us.

The word “**SMS**” means the short messaging service message.

The words “**Shared Limit**” mean the Credit Limit under the Principal Account which will be shared among the Cardmembers when you do not assign a Supplementary Limit for the Cardmember.

The words “**Statement of Account**” mean the statement of account stating the Supplementary Limit or the Shared-Limit, the Payment Due Date and the Current Balance under the Supplementary Account.

The words “**Supplementary Account**” mean the account supplemental to the Principal Account, which is assigned to each Cardmember nominated by you.

The words “**Supplementary Limit**” mean the spending limit you assign for each Supplementary Account, if applicable.

The words “**Other Bank Accounts**” mean one or more of your other accounts with us apart from the Principal Account and include any of your other card account, deposit account and any account with us for any banking facility granted.

The word “**T-Pin**” means the unique telephone identifying code issued by the Bank.

The word “**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.

The words “**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.

The word “**Transaction**” means any payment made by the Cardmember for goods or services using the Card or Auto-Billing Service and includes all transactions made over the counter, internet, telephone, mail and any other channel, with or without the Cardmember’s authorization or knowledge.

The words “**Visa**” or “**Visa International**” mean 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 Centre Boulevard, Foster City, CA 94404-2172, United States of America, of which we are a member institution and include its successors-in-title and assignees.

The words “**you**”, “**your**” or “**yours**” means a corporation, firm, partnership, limited liability partnership, association, governmental agency, sole proprietorship or other business entity, where applicable, all persons responsible for complying with these terms and conditions, including the person who applied to open and whose Principal Account and/or Supplementary Account is maintained with us,, at whose request a Card is issued to a Cardmember, the person to whom we address the Statement of Account to and will, where the context so permits, include the Authorised Signatory.

The words “**we**”, “**us**”, “**our**”, “**the Bank**” or “**Citibank**” mean Citibank Berhad (297089-M), the issuer of the Card.

1.2. In these terms and conditions, words in singular include the plural and the other way around.

1.3. In these terms and conditions, if a word is defined another grammatical form of that word has a corresponding meaning.

2. Authorized Signatory

2.1. We will require you to assign at least one (1) Authorized Signatory to give or receive Communication, to execute all necessary documents and to do all acts and perform all administrative duties on your behalf in relation to the Principal Account. You may assign up to two (2) Authorized Signatories subject to the Bank’s approval.

- 2.2. We are authorized, but not obliged, to rely upon and act in accordance with any Communication which may from time to time be, or purported to be, given by the Authorized Signatory on your behalf without making any additional inquiry or verification as to the identity or authority of the person making or purporting to make such Communication beyond the verification process outlined in clause 19.10 below.
- 2.3. We are entitled, but not obliged, to treat any written Communication from the Authorized Signatory as authentic and validly authorized by you and binding upon you. We may in good faith and without liability to us rely on such Communication as we may consider appropriate, whether such Communication –
 - 2.3.1. is to pay money or otherwise to debit or credit the Principal Account;
 - 2.3.2. relates to disposition of any security or document, if applicable;
 - 2.3.3. relates to the change of your, the Authorized Signatory's or the Cardmember's contact details; or
 - 2.3.4. to commit you to any arrangement whatsoever, regardless of any error or misunderstanding or lack of clarity or details in the terms of such Communication.
- 2.4. The Bank may refuse to act on any instructions given by the Authorized Signatory and/or you if such instructions are inconsistent with any applicable law, rule or other regulatory requirement of any jurisdiction, domestic or foreign, or any agreement entered into with and between Authorities or if we (or Citigroup Inc, Citigroup Organisation or our or their Third Party Service Providers) reasonably believe that by carrying out the instructions we (or Citigroup Inc, Citigroup Organisation or our or their Third Party Service Providers) might break a law or regulation or other duty that applies to you or them as well as block the Principal Account and/or any Supplementary Account, as the case may be, and any payments and/or transactions.
- 2.5. If we decide not to act on any such Communication, we will promptly notify the Authorized Signatory our reason for not acting on such Communication.
- 2.6. If you wish to replace any Authorized Signatory, you must give us your written instruction, your board of directors' resolution in the format acceptable to us and any such document as may be requested by us. Any change of Authorized Signatory will only take effect after our receipt of all the relevant documents required by us.
- 2.7. We may, as we deem fit, provide for additional verification process including but not limited to verification via telephone, electronic mail or SMS confirmatory authorization, or more than one of the above.
- 2.8. You must communicate to us immediately upon your awareness or knowledge of any Communication which is unauthorized, unclear, incomplete or given in error, forged or fraudulently.
- 2.9. We will use reasonable efforts to comply if you wish to recall, cancel or amend an

earlier Communication that you have given.

3. Evidence of Acceptance

Unless you have previously agreed to these terms and conditions, the first time the Cardmember uses the Card, you and the Cardmember accept and agree to these terms and conditions. In this respect, the first Cardmember's signature or confirmation on any transaction record, sales draft, credit voucher, cash withdrawal slip, charge record or return of acknowledgement of receipt slip will constitute binding and conclusive evidence of your and the Cardmember's acceptance of these terms and conditions.

4. Card, Supplementary Account and Principal Account

4.1. At your request, we may issue Cards to the Cardmembers subject that the total number of Cards to be issued must not exceed ninety-nine (99) at any point in time.

4.2. Subject to clauses 12 and 13 below, upon receipt of the Card,

4.2.1. You must deliver the Card to the Cardmember together with these terms and conditions;

4.2.2. You must ensure that the Cardmember reads and understands these terms and conditions before using the Card; and

4.2.3. You must ensure that the Cardmember signs on the Card.

4.2.4. You will be prompted to activate the Card;

4.2.5. You must create a PIN within the time prescribed by us, via interactive voice response (IVR) channel, secured online channels or any other secured channels specified by us and within the period notified by us.

4.2.6. **You must treat the 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.**

4.3. At all times, the Card remains our property and must be returned to us immediately upon our or our authorized agent's request.

4.4. Upon expiry of the Card, you must ensure that the Cardmember cuts the expired Card in several pieces across the magnetic strip and the microchip embedded in the Card. Upon your request, we may issue a new Card to the Cardmember as we deem fit.

4.5. You must ensure that the Card must not be –

4.5.1. used by any person other than the Cardmember;

4.5.2. pledged as security for any purpose;

4.5.3. used for any unlawful activity; or

- 4.5.4. used for gambling or online betting.
- 4.6. Each Cardmember will have a Supplementary Account and all Cash Advances, Transactions, Late Payment Charges and any other fees or taxes charged to a Cardmember will be charged to the respective Supplementary Account.
- 4.7. The Supplementary Account will be linked to the Principal Account and all items charged to the Supplementary Account will be charged to the Principal Account.
- 4.8. We do not owe you any obligation to monitor and block the use of the Card for any unlawful activity, gambling or online betting. If it has come to our knowledge that any of the Cardmember uses the Card for these activities, we are entitled to block the authorization for the use of the Card for such activities and we will immediately terminate the use of the Card. Credit of any winning, unspent chip, or other value which may be used for gambling transactions will not be credited into the Supplementary Account.
- 4.9. You remain liable for any amount effected through the use of the Card before the termination of the Card but posted to the Supplementary Account after the termination of the Card.
- 4.10. It is your sole responsibility to notify the Merchant and cancel any existing standing instruction prior to or upon termination of any of the Cardmember's Card.

5. Liability for the Current Balance

You are solely liable to the Bank for the Current Balance under each Supplementary Account and under the Principal Account.

6. Credit Line and Excess of Credit Limit

- 6.1. We will determine the Credit Limit on the Principal Account.
- 6.2. You may give us your written instruction to assign a Supplementary Limit on certain or all Supplementary Accounts by identifying the Cardmember and the Supplementary Limit which is to apply, provided that the aggregate of all the Supplementary Limit does not exceed the Credit Limit.
- 6.3. If you do not assign any Supplementary Limit on the Cardmember, the Credit Limit under the Principal Account will be shared among all the Cardmembers ("**Shared Limit**").
- 6.4. The initial Credit Limit and the Shared Limit or the Supplementary Limit, where applicable, will appear on the respective Card carrier pack.
- 6.5. Increase in Credit Limit and Supplementary Limit may be effect at your request subject to our approval or if so accepted by you. We reserve the right to effect any decrease in Credit Limit or Supplementary Limit with prior adequate notice to you
- 6.6. We reserve the right to refuse authorization for any Cash Advance or Transaction at any

time if the Shared Limit, the Supplementary Limit or the Credit Limit has been or will be exceeded.

- 6.7. It is your responsibility to ensure that each Cardmember does not exceed the Shared-Limit or Supplementary Limit, as the case may be, and the aggregate amount owing to us under the Principal Account does not exceed the Credit Limit without obtaining our prior written approval.
- 6.8. If the Cardmember carries out any Cash Advance or Transaction which results in the Shared-Limit, the Supplementary Limit or the Credit Limit being exceeded, whether with or without our prior written approval, you must pay us upon demand, the excess amount in full, failing which we may suspend or terminate the relevant Supplementary Account or the Principal Account, as we deem fit.

7. Transactions with the Merchant

- 7.1. You agree and consent and will ensure that the Cardmember agrees and consents to us disclosing the account number of the Card and any other necessary information, including your or the Cardmember's last known address to any Merchant or any interested person whom the Card may be presented to or to any member institution of VISA to facilitate the use of the Card or to process the Transaction.
- 7.2. We are not responsible for any Merchant or any member institution of VISA's refusal to honor the Transaction or accept the Card.
- 7.3. Citibank is an issuer of credit and charge cards and will not be responsible for the goods and services purchased with the Card from the Merchant whether over the counter, internet, telephone, mail or any other channel of sales made available by the Merchant. Citibank is also not responsible for any defect or deficiency in the goods or services supplied to the Cardmember by any Merchant.
- 7.4. All disputes relating to the condition, defects or deficiencies in any good or service shall be dealt with directly between you or the Cardmember and the Merchant or any member institution of VISA and you will pay us the Current Balance under the particular Supplementary Account despite such disputes between you or the Cardmember and the Merchant.
- 7.5. You are not entitled to set-off or counterclaim against us or to withhold payment to us on account of such complaint or under any circumstance in respect of the claim against the Merchant or any member institution of VISA.
- 7.6. 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.

8. Auto-Billing Service

8.1. You hereby authorize us to auto-debit the Supplementary Account for purposes of making recurring payments to the Merchant as such amount becomes due.

8.2. If a Cardmember is issued with a new Card –

8.2.1. to replace a lost, stolen or damaged Card;

8.2.2. to replace an expired Card; or

8.2.3. to upgrade from an existing card,

you must ensure that the Cardmember informs the Merchant of the new Card number immediately. Thereafter, all existing instructions for the Auto-Billing Service will be transferred to the new Card.

8.3. If the new Card is not issued, the Auto-Billing Service is deemed terminated in which case you or the Cardmember will be responsible for paying the remaining recurring payments directly to the Merchant by other means.

8.4. You must notify us immediately upon the Cardmember's termination of the Auto-Billing Service with the Merchant by written notice or via CitiPhone.

8.5. The Cardmember's termination of any Auto-Billing Service does not terminate your relationship with us under these terms and conditions.

8.6. If your relationship with us under these terms and conditions is terminated for any reason, the Auto-Billing Service and our obligation to pay the Merchant under the Auto-Billing Service will terminate immediately in which case you or the Cardmember will be responsible for paying the remaining recurring payments directly to the Merchant by other means.

8.7. In addition to these terms and conditions, you also agree to be bound by any other specific terms and conditions governing the Auto-Service Billing relationship between you or the Cardmember and the Merchant.

8.8. You authorize and consent and will ensure that the Cardmember authorizes and consents to us disclosing the Card details to the Merchant who accepts the Auto-Billing Service. You and the Cardmember confirm that no further consent is required and we are not liable for disclosing such information.

8.9. To the full extent permitted by law, you will indemnify us against all expenses, claims, legal actions and liabilities which we may incur or sustain as a result of providing the Auto-Billing Service.

9. Internet Transactions

- 9.1. You agree that the Cardmember is solely responsible for the security for using the Card for Transaction over the internet.
- 9.2. Other than our verification process outlined in clause 19.10, we are not obliged to further verify the identity or authority of the person using the Card for Transaction over the internet.
- 9.3. You agree to pay us the amount charged for such Transaction whether the Transaction is with or without the Cardmember's authorization or knowledge.
- 9.4. We reserve the right to refuse authorization for any Transaction over the internet.

10. "PIN & PAY" Transactions, "Contactless" Transactions, ATM Transactions and Electronic Banking Services

- 10.1. 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:-
 - 10.1.1. you agree that the PIN may be used to identifying you and for authorising transaction(s); and
 - 10.1.2. 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.
- 10.2. 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.
- 10.3. 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:-
 - 10.3.1. your signature on any sales slips, terminal or POS device;
 - 10.3.2. the microchip embedded in the Card, if any, to be read by such devices; or

10.3.3. a PIN to authorise such transaction(s).

10.4. 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.

11. Citibank GIRO Service

11.1. 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 Citi Business Signature (Full Corporate liability) 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).
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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).
- 11.9. 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).
- 11.10. 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.
- 11.11. 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.

11.12. By providing the GIRO service:

11.12.1. 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.

11.12.2. 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.

11.13. 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.

11.14. Our decision on all matters relating to the GIRO service will be final and binding on you.

12. Disclosure of Pin, or Loss, Theft or Unauthorized Use of Card

12.1. 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.

- 12.2. You must ensure that the Cardmember takes all reasonable steps and precautions. to keep the Card and PIN secured at all times, including at your place of residence. These include (but are not limited to) not:
 - 12.2.1. disclosing your Card details or PIN to any other person;
 - 12.2.2. 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;
 - 12.2.3. using a PIN selected from your birth date, identity card, passport, driving licence or contact numbers;
 - 12.2.4. allowing the Card to be out-of-sight; and/or
 - 12.2.5. allowing any person to use the Card and/or PIN
- 12.3. You must notify us:
 - 12.3.1. immediately upon receiving an SMS transaction alert if the transaction was unauthorised; or
 - 12.3.2. 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.
- 12.4. 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.
- 12.5. All charges arising from transactions carried out through the Card, whether authorised or not, including all cash withdrawals and advances, are deemed to have been made by the Cardmember. You are liable for all such charges once the Card has been delivered to you or your Cardmember. For the purposes of this Clause 12, until you or the Cardmember 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.
- 12.6. If the lost or stolen Card is recovered subsequently, you must ensure that the Cardmember does not use the Card so recovered. The Card must be cut into several pieces across the magnetic strip and the microchip embedded in the Card

12.7. You will remain liable to us if–

12.7.1. 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

12.7.2. you have failed to inform us as soon as discovering that your Card has been lost, or stolen, or used for purposes unauthorised by you and/or your PIN was disclosed.

12.8. In the event of unauthorized use of the Card, we reserve the right to terminate the Cardmember's use of the Card at any time with reasonable notice to you, whereupon the clauses in relation to termination in these terms and conditions will apply.

We are not obliged to issue a replacement Card following its loss or theft. Any issuance of a replacement Card will be subject to our discretion and the handling fee for the replacement Card at such rate we may determine.

12.9. 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.

13. Prevention of Unauthorised Usage of Replacement of Damaged Card, Renewal of Expiring Card and Upgrading of Existing Card

13.1. 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 via interactive voice response (IVR) channel, secured online channels or any other secured channels channels specified by us.

13.2. 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 23 below.

13.3. **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.

- 13.4. 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.

14. Cash Advance

- 14.1. The Cardmember may obtain Cash Advance up to such amount we may determine by –

14.1.1. presenting the Card at any Citibank's branch or any other participating bank or financial institution's branch in Malaysia or overseas or at any member institution of VISA, together with evidence of his identification and signing of transaction records; or

14.1.2. using the Card at any Citibank's ATM, or any other participating bank or financial institution's ATM in Malaysia or overseas, subject to the applicable daily withdrawal limit imposed by such ATM.

- 14.2. Any of your instruction requesting us to allow a cash withdrawal or to issue a cheque to a relevant Cardmember when a Supplementary Limit has or will be exceeded will be treated as a Cash Advance and these terms and conditions in relation to Cash Advance will apply.

- 14.3. You understand that a Cash Advance fee at such rate we may determine will also be charged to the Supplementary Account for each Cash Advance obtained by the Cardmember.

- 14.4. For all overseas Cash Advances, the exchange rates (if applicable) will be the prevailing exchange rates as may be determined by VISA. The Cardmember must not violate any law in any relevant country when the Cardmember obtains Cash Advance in overseas.

- 14.5. All Cash Advances, the applicable exchange rates and the Cash Advance fees under the Supplementary Account will be reflected in the Statement of Account, the amount of which will be included in the Master Statement of Account.

15. Conversion for Overseas Transactions

- 15.1. All Transactions made in foreign currency will be converted into Ringgit Malaysia using United States Dollars as the base currency on the date on which the Transaction is received and processed by VISA or the relevant card payment network ("Payment Network").

- 15.2. The currency conversion will be based on Citibank's prevailing foreign exchange rate and/or an exchange rate determined by the relevant Payment Network. This currency conversion will include any charges levied by the Payment Network for overseas transactions and foreign exchange conversion markup by Citibank on the converted Ringgit Malaysia amount, or such other rate as determined by Citibank and notified to

you.

- 15.3. 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, Citibank will not be responsible for resolving such disputes on your behalf.

16. Fees and Charges

- 16.1. You must pay the following fees charged to the Supplementary Account, where applicable, at such rate we may determine:

16.1.1. The annual fee for each renewal of Card.

16.1.2. Service tax or any other taxes imposed by law.

16.1.3. The handling fee for the issuance of replacement Card.

16.1.4. The handling fee or any such name the fee may be referred to for handling the foreign currency payment to us.

16.1.5. The statement request fee for our provision of a statement of account in the event you or the Cardmember requests for any Master Statement of Account or any Statement of Account, as the case may be, which is more than two (2) months prior to the date of request.

16.1.6. The service and administration fees for our provision of copies of sales or Cash Advance drafts or any other document, and for carrying out any of your requests relating to the Supplementary Account.

16.1.7. Such other charges and fees not stipulated above as may be determined by us.

- 16.2. The information on the applicable fees and charges is available at Citibank Online, accessible via www.citibank.com.my (which may be revised from time to time with prior notice)

- 16.3. All fees paid to us in relation to the Card, the Supplementary Account or the Principal Account are non-refundable under any circumstance.

17. Statement of Account

- 17.1. We will provide you with a Master Statement of Account monthly by ordinary mail.

- 17.2. Upon your request, we will provide the Cardmember with the Statement of Account monthly by ordinary mail subject to a statement request fee at such rate we may determine.

- 17.3. Upon your receipt of the Master Statement of Account, it is your responsibility to examine all entries in the Master Statement of Account.

- 17.4. You must also ensure that the Cardmember examines all entries in respect of his

Supplementary Account as stated in the Master Statement of Account or the Statement of Account, as the case may be.

- 17.5. You must inform us in writing within fourteen (14) days from the date of your receipt or deemed receipt of the Master Statement of Account in the event that you or the Cardmember query any such entries in the Master Statement of Account. Unless we receive any written query from you within fourteen (14) days from the date of your receipt or deemed receipt of the Master Statement of Account, you are deemed to have accepted the entries in the Master Statement of Account and such entries will be the conclusive evidence of your liability in respect of the amounts stated therein. This clause does not affect our rights to make good, correct or reverse any entry including reversing any money mistakenly credited into the Sub- Account (whether by a third party or by us).
- 17.6. Upon our receipt of your written query, we may, as we deem fit, conduct an investigation in which case the following will apply:
 - 17.6.1. In the event that our investigation outcome reveals that the Cardmember is liable for such entries, you will pay us for such entries and we may levy an investigation charge at such we may determine as well as the applicable Late Payment Charges for such entries.
 - 17.6.2. In the event that our investigation outcome reveals that the Cardmember is not liable for such entries, your will not be required to pay for such entries and we will not levy any investigation charge nor any Late Payment Charge for such entries.
- 17.7. All our decisions in relation to the investigation, the Master Statement of Account or the Statement of Account and the Supplementary Account or the Principal Account are conclusive, final and binding on you.

18. Late Payment Charges

If we do not receive the Current Balance specified in the Master Statement of Account in full on or before the Payment Due Date, you will be charged with a Late Payment Charge on the Past Due Balance remained unpaid by way of liquidated damages and not as penalty.

19. Communication

- 19.1. The Bank may send any Communication to you by leaving it at, or by sending it by ordinary post to your last known address.
- 19.2. The Bank may also contact you via telephone, electronic mail (whether encrypted or not), SMS or such other means, to provide you with account related information.
- 19.3. Every Communication is deemed to have been received by you –
 - 19.3.1. in the case of personal delivery, on the date of delivery;

- 19.3.2. in the case of ordinary post, the day after the date of posting, regardless of whether the Communication is returned to the Bank undelivered or unclaimed; and
 - 19.3.3. in the case of electronic or digital transmission, on the day of transmission.
- 19.4. You must notify the Bank in writing if there is any change or proposed change in the particulars which you have given to the Bank including yours, the Authorized Signatory's or the Cardmember's mailing, registered, business, home or electronic mail address, telephone, mobile number or, where applicable, and you must immediately provide the Bank with any or other information and documents as the Bank may require from time to time as the Bank deems fit.
- 19.5. You must inform us by calling CitiPhone or providing us with written notice –
- 19.5.1. at least seven (7) days prior notice if the Authorized Signatory or any Cardmember is going to be absent from Malaysia for more than one (1) month;
 - 19.5.2. at least fourteen (14) days prior notice if the Authorized Signatory or any Cardmember is leaving Malaysia to reside elsewhere;
 - 19.5.3. at least fourteen (14) days prior notice if the Authorized Signatory or any Cardmember ceases employment with you;
 - 19.5.4. not later than fourteen (14) days after the Authorized Signatory or Cardmember ceases employment with you without notice; or
 - 19.5.5. not later than fourteen (14) days after the Authorized Signatory or Cardmember passes away or becomes bankrupt, and we reserve the right to terminate the Card or the relevant Supplementary Account upon occurrence of any of the above.
- 19.6. The Bank relies on this information being kept up-to-date and complete. You cannot make any claim against the Bank if the Bank's records are out-of-date, incomplete or inaccurate because the Bank was not advised of the change.
- 19.7. The Bank has given the Principal Account to you based on the financial information that you disclosed to the Bank. You must tell the Bank immediately of any change to your financial situation which will affect your ability to meet your obligations under the Principal Account.
- 19.8. If it shall become unlawful for the Bank to perform any of its obligations under these terms and conditions, the Bank shall notify you to this effect whereupon you shall, upon receipt of such notice, pay to the Bank all sums which you owe to the Bank.
- 19.9. Notwithstanding anything to the contrary in these terms and conditions, it is agreed that any Communication given or required to be given to you may be computer generated in which case it –

- 19.9.1. need not bear any signature; or
 - 19.9.2. may contain a printed signature.
- 19.10. The Bank may rely upon and act in accordance with such Communication provided that –
- 19.10.1. in the case of Communication via CitiPhone or telephone, the person making or purporting to make such Communication has –
 - (i) quoted or keyed in –
 - (a) the title or number of the relevant account with the Bank and T-PIN for such account; or
 - (b) such information or particulars as may be required by the Bank;
 - or
 - (ii) satisfied such requirements as may be required by the Bank; and any combination of the above.
 - 19.10.2. in the case of Communication via electronic or digital transmission, the person making or purporting to make such Communication has satisfied such requirements as may be required by the Bank.
- 19.11. To the fullest extent permitted by law, you agree and undertake to indemnify the Bank and to keep the Bank indemnified against all expenses, claims, legal actions and liabilities incurred or sustained by the Bank in connection with such Communication given via telephone or via electronic or digital transmission.
- 19.12. Notwithstanding anything to the contrary contained in these terms and conditions, where you have assigned more than one (1) Authorized Signatory –
- 19.12.1. any Communication given or required to be given to you in these terms and conditions is deemed to be given to you when given to any one of the Authorized Signatory; and
 - 19.12.2. the Bank is entitled, but not bound, to treat any Communication given or required to be given to the Bank in these terms and conditions by any one of your Authorized Signatory as having been given by you. Such Communication is deemed to have been given by you, and is binding on you, and you hereby confirm and declare that each Authorized Signatory is individually authorized to receive and/or give any and all such Communications from and/or to the Bank on behalf of you.
- 19.13. Any written Communication to be given under these terms and conditions by you to us may be sent by hand or registered post that we may notify to you in the Master Statement

of Account 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

Reminders

- 19.14. We are entitled, at any time as we deem fit, to send you reminders in respect of the Current Balance and the Payment Due Date each month (“**Reminder**”) whether or not you have requested for the same, and you may be notified of each Reminder via telephone or SMS whereby you may be subject to charges imposed by the relevant service providers or telephone operators.
- 19.15. You are fully aware that your receipt of each Communication or Reminder may be delayed by factors affecting the relevant service providers, telephone operators and any other relevant entity. You agree that we neither guarantee the delivery nor accuracy of the contents of each Communication or Reminder, and we will not be liable to you or anyone else for losses or damages arising from –
- 19.15.1. any non-delivery, delayed or wrongful delivery of each Communication or Reminder;
- 19.15.2. inaccuracy of the content of each Communication or Reminder; or
- 19.15.3. your use or reliance on the contents of any Communication or Reminder for any purpose.
- 19.16. We are entitled to cease sending you Reminder at any time with notice.

20. Cheque Return Handling Fee

We are entitled to levy cheque return handling fee at such rate we may determine if any cheque presented for payment is dishonored due to insufficient funds or ambiguous amount.

21. Payment to and from Citibank

- 21.1. You must pay to us the Current Balance and all monies, interest, fees and charges for which you may become liable in the billing currency, which is Ringgit Malaysia, unless otherwise determined by us.
- 21.2. Your payments to us are not considered made until all relevant funds have been received in full by us and entered into our records on the day following our receipt of such payments. For the avoidance of any doubt, your payments may not be entered into our records on a Saturday, Sunday or gazette 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.
- 21.3. Payments can be made by cash, cheques, direct transfer from your Other Bank Accounts, through the Inter-Bank GIRO system or through the MEPS shared ATM network.
- 21.4. All payments by cheques must include the inland exchange commission, where applicable, failing which we are entitled to charge the inland exchange commission to the Supplementary Account accordingly or to exercise our right of set-off as we deem fit.
- 21.5. 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:-
- 21.5.1. your Account(s);
 - 21.5.2. any liability of any nature arising (whether in Malaysia or elsewhere) in respect of your Account(s) or otherwise;
 - 21.5.3. any financing facilities, loans or overdrafts granted to you and any of its outstanding advances;
 - 21.5.4. any overdrawn sums on your Account(s); or

- 21.5.5. 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.
- 21.6. 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.
- 21.7. Where such monies and charges are payable whether or not in connection with your Principal Account, 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.
- 21.8. In particular, all such monies and charges payable by you are exclusive of any 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.
- 21.9. (a) If Citigroup Inc, Citigroup Organisation and/or the Bank 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 Account(s) 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 the Bank 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, 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 the Bank is 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 the Bank any notices, consent or waiver necessary to permit Citigroup Inc, Citigroup Organisation, we or any of its, their and our Third Party Service Providers to carry out the actions described in this paragraph.

- 21.10. 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.
- 21.11. If your Principal 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).

22. Event of Default

- 22.1. Each of the following constitutes an Event of Default:
- 22.1.1. If you fail or default in payment for any Current Balance under the Principal Account and under these terms and conditions.
 - 22.1.2. If you default in payment for any of the Other Bank Accounts.
 - 22.1.3. If any Card is used for any unlawful activity, online betting or gambling.
 - 22.1.4. If you have given any Data, statement, representation or warranty (implied or express) in relation to you under the Supplementary Account, the Principal Account and these terms and conditions or any other agreement or arrangement with us which is or of which we reasonably believe that is incorrect, untrue or misleading in any material aspect when made.
 - 22.1.5. If any Card is used by any person other than the Cardmember whose name appears on the Card.
 - 22.1.6. If any Cardmember uses the Card for Transaction that contravenes the laws of any jurisdiction.
 - 22.1.7. If any Card is used to pay the Current Balance.
 - 22.1.8. If you or the Cardmember commit or threaten to commit a default or breach of any agreement, covenant, stipulation, term or condition set out in these terms and conditions.

- 22.1.9. If any of your indebtedness with us or with any other financial institution becomes capable, in accordance with the relevant terms, of being declared due prematurely by reason of a default by you in any of your obligations, or if due on demand when demanded or the security for any such indebtedness becomes enforceable or any loan, advance or credit made available to you is withdrawn. For these purposes, “indebtedness” includes any obligation (present or future, actual or contingent, direct or indirect, secured or unsecured, several or joint, as principal or otherwise) for the payment and repayment of money.
- 22.1.10. If you are wound-up or dissolved.
- 22.1.11. If any order is made by any court of competent jurisdiction, or any other appropriate authority or any step is taken for any of your winding-up, liquidation or for the appointment of a judicial manager, or a trustee, or a similar officer is appointed of all or a substantial part of any of your assets.
- 22.1.12. If you are unable to pay any of your debts as they fall due and if you suspend payment of these debts, enter into composition or arrangement with any of your creditors.
- 22.1.13. If a distress, execution or other process of a court of competent jurisdiction is levied upon or issued against any of your properties and such distress, execution or other process, as the case may be, is not satisfied by you within twenty-one (21) days of such order.
- 22.1.14. If a receiver is appointed in respect of any of your asset or a meeting for an appointment of a receiver (whether formal or informal) is called by any of your creditors.
- 22.1.15. If a judgment debt obtained against you remains unsatisfied for a period of seven (7) days from the date of the order (other than judgment debt on which you may have obtained a stay of execution and filed a Notice of Appeal within the time prescribed by law).
- 22.1.16. If there is any change in your company nature or scope in the constitution, composition, management, control, shareholding or the structure of your company.
- 22.1.17. If there is a material adverse change in any of your businesses, assets or financial position.
- 22.1.18. If the whereabouts of you, your Authorized Signatory or the Cardmember becomes unknown to us.
- 22.1.19. If in our opinion, the Principal Account or any one of the Other Bank Accounts has not been operated satisfactorily.
- 22.1.20. If it becomes illegal or impossible or if BNM or other governmental or judicial authority asserts that it has become illegal or impossible for you to

perform any of your obligations or for it has become impossible for us to enforce any right under these terms and conditions, any security document or any other agreement, document, instrument or arrangement between you and Citibank.

22.1.21. If an event or events have occurred or a situation exists which should or might in our opinion affect your ability to perform any of your obligations under these terms and conditions.

22.1.22. 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 the Bank, 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.

22.2. On occurrence of Event of Default, we are entitled to –

22.2.1. transfer, set off against, combine or consolidate any of the Other Bank Accounts with us in the manner set out in clause 29 below towards repaying the outstanding balance or any sum owing by you under these terms and conditions;

22.2.2. suspend the use of any Supplementary Account or Principal Account, or both;

22.2.3. reduce the Credit Limit, Shared Limit or Supplementary Limit, where applicable; or

22.2.4. terminate any Supplementary Account or the Principal Account, or both.

23. Termination

23.1. You may terminate any Card at any time by giving us your written instruction.

23.2. We may at any time, terminate any Card with reasonable Communication to you –

23.2.1. as we deem fit; or

23.2.2. on occurrence of any Event of Default and if the default is not capable of being remedied; or

23.2.3. on occurrence of any Event of Default and if the default is capable of remedy, the default is not remedied within the notice period given by us to you under these terms and conditions requiring you to remedy the default.

23.3. Upon termination of the Card, the whole outstanding balance on the relevant Supplementary Account will become immediately due and payable to us and all further monies charged to the Supplementary Account after the date of such termination including all interests, fees and charges shall become due and payable upon its entry

into the Supplementary Account.

- 23.4. You acknowledge that your obligations under that relevant Supplementary Account will only be discharged upon our receipt of your payment for the Current Balance under that relevant Supplementary Account, in full.
- 23.5. Upon termination of the Card, the relevant Card must be cut in several pieces across the magnetic strip and microchip embedded in the card.
- 23.6. You may terminate the Principal Account anytime by written instruction.
- 23.7. We may at any time, terminate your Principal Account with reasonable Communication to you –
 - 23.7.1. as we deem fit;
 - 23.7.2. on occurrence of any Event of Default and if the default is not capable of being remedied; or
 - 23.7.3. on occurrence of any Event of Default and if the default is capable of remedy, the default is not remedied within the notice period given by us to you under these terms and conditions requiring you to remedy the default.
- 23.8. Upon termination of the Principal Account, the whole outstanding balance on the Principal Account will become immediately due and payable to us and all further monies charged to the Principal Account after the date of such termination including all interests, fees and charges shall become due and payable upon its entry into the Principal Account.
- 23.9. Your obligations under the Principal Account and these terms and conditions will continue notwithstanding the termination of the Principal Account and will only be discharged upon our receipt of the total amount due and owing by you to us under the Principal Account and these terms and conditions.
- 23.10. Upon termination of the Principal Account, all Cards must be cut into several pieces across the magnetic strip and the microchip embedded in the Cards and returned to us, at your own costs and expenses, for our cancellation.
- 23.11. If we obtain judgment from any court for any amount due and owing under these terms and conditions, any Late Payment Charge and any other charges payable will continue to be payable from the date of judgment until the date of full payment of the sum of money which has been adjudged as payable to us.

24. Review, Suspension, Withdrawal of any Facility or Use of Card

- 24.1. Without derogation of the provisions in clause 23 above:-
 - 24.1.1. We reserve the right to review any facility, request for additional supporting documents from time to time, or prescribe any other condition(s) or requirement(s) (“**Prescribed Requirements**”) in circumstances as we deem fit,

in respect of the provision or continued provision by us of the card to you or to any Cardmember including any or all of the facilities provided by us in relation to the Card at any time; and

24.1.2. If any Prescribed Requirements have not been satisfactorily met in our opinion, we reserve the right to suspend, restrict, withdraw or terminate any Card, or the Principal Account or Supplementary Account with notice and without any obligation to give reasons.

24.2. For the avoidance of any doubt, if any Card is cancelled or terminated by any reason whatsoever, we reserve the right to demand immediate payment of the full outstanding balance from you (including amounts not yet reflected on the Statement of Account) whereupon all such amounts shall become immediately due and payable, and avail ourselves of all rights and remedies we may have under contract or in law, including our right of set-off or enforcing any collateral, guarantee or security in relation to your indebtedness or liabilities accrued on the Card, Principal Account and/or Supplementary Account, as the case may be.

25. Right to Restrict or Refuse Credit

25.1. We are entitled at any time to restrict or limit the credit to you or refuse and withhold credit as we deem fit.

25.2. If we detect any unusual or suspicious activity on a Card or a Supplementary Account, we may temporarily suspend the use of the Card until we can verify the activity.

26. Our Right to Check Credit Standing

You agree that we may check your credit standing from any source, including credit reference agencies like BNM, any credit bureau, the CCRIS and the DCHEQS established by BNM at any time as we deem fit, without your further consent.

27. Telephone Monitoring and Recording

27.1. You authorize us to contact you by calling the Authorized Signatory via telephone for matters in relation to the Supplementary Account or the Principal Account.

27.2. You authorize and will ensure that the Cardmember authorizes us to contact the Cardmember by calling the Cardmember for matters in relation to the Supplementary Account.

27.3. You agree and will ensure that the Cardmember agrees that we may place such telephone calls using an automatic dialing and that such calls may be unsolicited calls.

27.4. We may monitor our telephone calls to the Authorized Signatory or the Cardmember by recording the telephone calls between the Authorized Signatory or the Cardmember, where applicable, and Citibank.

27.5. You agree –

- 27.5.1. and will ensure the Authorized Signatory and the Cardmember agree that the recording may be done and that no additional approval from you, the Authorized Signatory or the Cardmember will be required;
- 27.5.2. that the contents of the telephone calls will be binding on you; and
- 27.5.3. that the Bank may produce the telephonic or electronic recordings (or any transcript of the recording) or computer records as evidence in any proceeding brought in connection with the Card, Supplementary Account or Principal Account.

28. Liens

In addition and without prejudice to any other remedy, right or security which we may have, so long as the Principal Account has not been closed or any money remained owing or payable under these terms and conditions, we have a general lien on all of your securities and other assets which are now or which may from time to time be deposited with or in or come into our possession, custody or control of or held in our name or to our order or for our account or our nominee's account, or both accounts, whether for safe custody or security or otherwise or for any specific purpose or generally.

29. Consolidation of Accounts and Set-Off

- 29.1. On occurrence of any Event of Default, we may, at any time –
 - 29.1.1. combine or consolidate any or all of the Other Bank Accounts with us (whether located in or outside of Malaysia and whether in Ringgit Malaysia or in any other currency); or
 - 29.1.2. transfer or set-off any sum standing in credit in the Other Bank Accounts, towards discharging all amounts due and owing by you to us under the Principal Account even if the credit balances and the liabilities in any or all of the Other Bank Accounts may not be expressed in the same currency.
- 29.2. You authorize us to make any necessary conversion as we deem fit, at our prevailing exchange rates at the rate we may determine if the balances in any or all of the Other Bank Accounts and the amounts due and owing by you to us is not expressed in the same currency. The consequence of accounts being combined will be that one balance remains and if that is a debit balance, you will be liable to us for that amount.
- 29.3. We will not give you any notice prior to setting off or consolidating your accounts, unless we intend to set-off a credit balance in your deposit account against a debit balance in your Principal Account or the Other Bank Accounts, or such notice is required by law.
- 29.4. Where monies are to be set-off by us following the exercise of our rights, 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.

30. Suspense Account

Any money received under these terms and conditions may be placed and kept in the credit of a non-interest bearing suspense account for as long as the Bank thinks fit, without any obligation to apply the money (in whole or part) to discharge any money or liability due or incurred by you.

31. Changes to the Card features or these terms and conditions

31.1. In line with our commitment to enhance the Card's features, we may cancel, revise, add, terminate or suspend any feature to the Card or to revise any clause in these terms and conditions with notice to you by either –

31.1.1. displaying our notice at any of our offices or branches nationwide;

31.1.2. including the revised terms and conditions in the Master Statement of Account;

31.1.3. sending a notice and the revised terms and conditions to you;

31.1.4. advertising the notice and the revised terms and conditions in a daily national newspaper addressed to the general public;

31.1.5. posting on Citibank Online, accessible via www.citibank.com.my; or

31.1.6. notifying you in any other manner as we deem fit.

31.2. Such cancellation, revision, addition, termination or suspension of such features or the revision of such terms and conditions applies on the effective date as specified by us in accordance with the applicable laws and BNM guidelines.

31.3. You agree to and will ensure the Cardmembers 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 you and the Cardmembers are kept up-to date with any changes made.

31.4. Our cancellation, revision, addition, termination or suspension of any Card feature or our revisions of any clause in these terms and conditions will not entitle you to any claim or compensation against Citibank for any loss or damage suffered or incurred by you or the Cardmembers as a direct or indirect result of such changes.

31.5. You must give us written notice to terminate the Principal Account if you do not wish to continue with the Principal Account pursuant to the changes we made.

32. Change in Constitution

The covenants and undertakings under these terms and conditions will remain in full force and effect regardless of any change in your constitution or composition or by any

change by dissolution, winding-up, incapacity, insolvency or otherwise in you and no change of any sort whatsoever in relation to or affecting you will in any way affect the security, liabilities or obligations created hereunder in relation to any transaction whether past, present or future.

33. Disclosure of Data/ your information

33.1. You expressly agree:-

33.1.1. the Bank;

33.1.2. the Bank's head office, branches, representative offices; and

33.1.3. 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.

33.2. 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 the following:

33.2.1. To verify your identity and background;

33.2.2. To establish a relationship between you and Citigroup;

33.2.3. To assess and process applications for products and services;

33.2.4. To conduct credit checks, evaluate and monitor credit worthiness;

33.2.5. For evaluation and due diligence purposes;

33.2.6. For servicing you and provision of products and services to you, including processing of receipts and payments, ATM services, Debit & ATM cards, credit cards, charge cards and other payment instruments;

33.2.7. 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;

33.2.8. To manage our business and your relationship with us including managing and maintaining your Account(s) with us;

33.2.9. For data processing purposes;

33.2.10. To evaluate and monitor provision of products and services;

- 33.2.11. To respond to inquiries, requests and complaints from you;
 - 33.2.12. For deposit insurance purposes;
 - 33.2.13. To understand your needs and offering products and services to meet those needs;
 - 33.2.14. For research and development of products and services for your use;
 - 33.2.15. For debt collection purposes;
 - 33.2.16. For enforcement of our rights and obligations of other parties to us and/or Citigroup;
 - 33.2.17. For assessing, processing and investigating insurance risks and claims;
 - 33.2.18. To enable a party to evaluate any actual or proposed assignment, participation, sub-participation, or novation of the Bank's rights or obligations;
 - 33.2.19. To meet legal and regulatory requirements;
 - 33.2.20. To maintain and protect the Bank's offices and ATMs;
 - 33.2.21. For risk management including prevention, detection and investigation of crime, including fraud and any form of financial crime;
 - 33.2.22. To maintain records of instructions, whether through phone recording, via electronic, hardcopy or soft copy documents etc.;
 - 33.2.23. For such other purposes as permitted or required by applicable law or with your consent; and
 - 33.2.24. For all other purposes incidental or associated with the above.
- 33.3. 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.
- 33.4. 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 –
- 33.4.1. and among Citigroup;
 - 33.4.2. 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;

- 33.4.3. debt collection agencies;
- 33.4.4. BNM and any credit bureau, CCRIS and 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;
- 33.4.5. any financial institutions, card associations and issue of charge cards, credit cards, debit cards or other payment instruments;
- 33.4.6. a drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- 33.4.7. any actual or proposed assignee, participant, sub-participant or transferee of any of our rights or obligations;
- 33.4.8. to Citigroup and selected parties for the purpose of informing you of products and services which we believe will be of interest to you;
- 33.4.9. our strategic alliance partners for marketing and promotional purposes but this will be subject to your express consent;
- 33.4.10. any party giving or proposing to give any guarantee, indemnity or security to secure your obligations to Citigroup and/or us;
- 33.4.11. any person intending to settle any moneys outstanding under any of your Account(s) with us;
- 33.4.12. 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;
- 33.4.13. to such parties as the Bank 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;
- 33.4.14. any parties authorized by you; and
- 33.4.15. to such parties as may be permitted or required under the laws of Malaysia, whether within or outside Malaysia, for any of the purpose set out in this clause 33.

- 33.5. 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 (and if applicable, your security provider's, including guarantors) 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.
- 33.6. 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 Citigroup.
- 33.7. 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, electronic mail or other electronic means (including short message service (SMS))).
- 33.8. You accept the risk that such information may be accessed by unauthorized third parties and/or disclosed by Citigroup and by its officers, employees or agents to third parties purporting to be the intended recipient.
- 33.9. 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 unauthorized 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).
- 33.10. To the fullest extent permitted by law, Citigroup is not liable for any expense, claim, legal action and liability arising directly or indirectly in connection with any disclosure of Data to third parties by Citigroup in the course of it carrying out a transaction or an instruction transmitted by any means of Communication or correspondence, including where such disclosure arose through physical or electronic interference by a third party.
- 33.11. 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 expense, claim, legal action and liability 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.
- 33.12. Unless otherwise notified by you in writing, you agree and permit the Bank to send commercial electronic messages relating to the Bank's products or services to you

either by way of electronic mail or SMS, which may be unsolicited or sent in bulk to all of the Bank's clients.

- 33.13. 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 33. 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 33 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.
- 33.14. 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.
- 33.15. You expressly authorize the Bank at any time and from time to time to process, including but not limited to access, obtain, verify or use any Data from any source (including any credit reference agency, any credit reporting agencies, BNM, any credit bureau and/or CCRIS and such relevant authorities) for purposes of evaluating your credit standing in connection to you (including all the guarantors' and security providers', as may be applicable) and any facility, service or accommodation you have or may have (whether or not with the Bank) as the Bank may at its 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 the Bank may be reported to DCHEQS maintained by BNM, CCRIS and such relevant authorities, as the case may be, as the Bank may at its discretion deem fit.
- 33.16. 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 the Bank 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.
- 33.17. 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.
- 33.18. To the fullest extent permitted by law, the Bank is entitled (but not obliged) to:

- 33.18.1. verify or ensure that any Data/information is true, complete and accurate;
 - 33.18.2. update the Data/information; or
 - 33.18.3. notify any person of any changes or updates to the Data/information.
- 33.19. To the fullest extent permitted by law, no liability to you will arise from any disclosure or transfer of any Data, as contemplated in this clause 33, under any circumstance or in any manner 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 –
- 33.19.1. the Bank or any other person’s disclosure or transfer of the Data;
 - 33.19.2. the Bank or any other person’s reliance on the Data; or
 - 33.19.3. the Data being inadequate, inaccurate, incorrect, untrue, erroneous or misstated for any reason, including –
 - (i) any act or omission of the Bank or any other person (including any delay in or failure to update or notify of any changes to the Data); or
 - (ii) any technical, hardware or software failure, interruption, breakdown or error.
- 33.20. To the fullest extent permitted by law, you shall fully indemnify the Bank against any claim, legal action, proceeding, loss, damage, cost, charge, expense and liability (as to the amount of which may be incurred by the Bank in relation to any Data) regardless of whether any Supplementary Account or the Principal Account, as the case may be, has been utilized or terminated. This clause applies whether or not any facility, service or accommodation have been utilized, cancelled or terminated.

34. Our Right to Appoint Agent

- 34.1. We may appoint agents to collect any amount due and owing by you to us under these terms and conditions and we may disclose to the agents the Principal Account and any other relevant information pertaining to the Principal Account to facilitate the collection of the amount due and owing by you to us.
- 34.2. We reserve the right to outsource our debt collection function in respect of any amount due and owing to us under these terms and conditions by giving prior notice of 7 calendar days.

35. Conclusive Evidence

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.

36. Certificate of indebtedness

You expressly and irrevocably agree that a certificate of indebtedness issued by any one of our officers is conclusive and binding evidence as any money for the time being due and owing under the Principal Account and will be conclusive evidence against you in any legal proceeding.

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 agree and you ensure that the Cardmember agrees to hold us harmless and you will indemnify us fully against any liability, loss, damage, cost and expense (legal or otherwise, including costs on a solicitor and client basis) we may incur as a result of us enforcing any of our rights under these terms and conditions.

39. Service and Legal Process

39.1. 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.

39.2. Such legal process or document is deemed to have been received by you on the fifth (5th) day from the date it is posted, regardless of whether it is returned through the post office undelivered.

39.3. 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

40.1. Even if we may have previously –

40.1.1. accepted late payments, partial payments, cheques or money orders which may have constituted payment in full at any given time;

40.1.2. waived any of our rights; or

40.1.3. granted any indulgence,

we are not prevented from enforcing our rights or collecting any amount due to us under

these terms and conditions. In addition, such actions in this clause 40.1 do not in any way constitute our consent to change any term in these terms and conditions.

- 40.2. We may waive our rights under these terms and conditions in certain circumstances, without affecting our other rights. If we do waive any right, we do not waive the same right in other circumstances.
- 40.3. The rights and remedies provided in these terms and conditions are cumulative and are not exclusive of any right or remedy provided by law.

41. Time of Essence

Time is of the essence under these terms and conditions.

42. Assignment, Transfer and Novation

- 42.1. You agree that the balance standing to the credit of your Principal Account, Supplementary Account and/or your Other Bank Accounts, as the case may be, 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.
- 42.2. 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 Principal Account and/or Supplementary Account, as the case may be, 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 Principal Account and/or Supplementary Account, as the case may be, and/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 further agree that any such novation, assignment or transfer may be effected by us delivering to you a notice to that effect whereupon:-
 - 42.2.1. our assigned or transferred rights, title, interests and benefits are transferred to and assumed by the transferee;
 - 42.2.2. we will be fully discharged and released from our assigned or transferred obligations and liabilities;
 - 42.2.3. we retain all rights, title, interests, benefits, obligations and liabilities not so assigned or transferred;
 - 42.2.4. the transferee is bound by identical rights, title, interests, benefits, obligations and liabilities which we have assigned or transferred; and

42.2.5. 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 Principal Account, Supplementary Account and/or your Other Bank Accounts, as the case may be, or securing your obligations under the Principal Account and/or Supplementary Account, as the case may be, 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.

42.3. 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

These terms and conditions bind the respective successors-in-title and assigns of the Bank and you.

44. Severability of Clauses

If any clause in these terms and conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining clauses will not in any way be affected or impaired.

45. Governing Law and Jurisdiction

45.1. These terms and conditions will be governed by and construed in accordance with the laws of Malaysia and applicable regulations, guidelines by relevant regulatory authorities including Bank Negara Malaysia guidelines.

45.2. You agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia or the courts of such other competent jurisdictions as may be determined by us as we deem fit.

46. Execution of Further Documents

You must and must ensure that the Authorized Signatory and Cardmember promptly sign any document and do anything else that is necessary or reasonably requested by us.

47. Notification of Change

47.1. You undertake and are obliged to inform us promptly if:

47.1.1. your company intend to operate outside Malaysia

47.1.2. 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

- 47.1.3. there is any change to the information contained in your file or report held by us;
 - 47.1.4. and you must immediately provide us with any or other information and documents as we may require from time to time in our discretion.
- 47.2. We rely on your 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:

- 47.2.1. by calling Citiphone; or
 - 47.2.2. by writing to us in the manner provided in Clause 19 above, including via Electronic Instructions
- 47.3. Notwithstanding the foregoing, we may use any means necessary to verify information pertaining about you, including your identity.

48. Limitation of Bank's Liability

Any liability that the Bank may have to you or any other party under these terms and conditions is limited to Direct Damages only. The words “**Direct Damages**” mean actual damages or losses suffered by you or any other party as a result of a direct and immediate action by the Bank 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.

49. CitiPhone

- 49.1. We are authorized to rely upon and act in accordance with any instruction which may from time to time be, or purported to be, given by you or the Cardmember via CitiPhone in respect of the Principal Account or the Supplementary Account, as the case may be, without making additional inquiry or verification as to the identity or authority of the person making or purporting to give such instruction beyond the verification process outlined in clause 19.10
- 49.2. We are entitled, but not obliged, to treat any instruction given by you or the Cardmember via CitiPhone in respect of the Principal Account or the Supplementary Account, as the case may be, as authentic and validly binding upon you.
- 49.3. We reserve the discretion not to carry out any such instruction as we deem fit.
- 49.4. We may at our discretion require you or the Cardmember, as the case may be to –

- 49.4.1. confirm any instruction given via CitiPhone in writing within the period stipulated by us or to call us to confirm any instruction or to provide such other information or execute such other documents we may deem necessary, failing which we may treat such instruction as having lapsed; or
 - 49.4.2. refute any instruction in writing within the period stipulated by us, failing which we may treat such instruction as having been confirmed by you or the Cardmember, as the case may be.
- 49.5. Instructions relating to the Principal Account or the Supplementary Account requested by you or the instructions relating to the Supplementary Account requested by the Cardmember via CitiPhone will be reflected in your next statement. Upon your receipt of the Master Statement of Account, you are deemed to have examined all the entries, including all instructions requested via CitiPhone.
- 49.6. Any information given by us under the CitiPhone service is for reference only. We are not liable or responsible for the accuracy of the information so given and we reserve the right to update and vary such information at any time with notice.
- 49.7. We are not liable to you for any loss, however it may arise in connection with carrying out, failure or delay in carrying out any of your or the Cardmember's instructions.
- 49.8. We may, but are not obliged, to record the instructions given by you or the Cardmember via CitiPhone.
- 49.9. You agree –
- 49.9.1. and will ensure the Cardmember agrees that the instructions given via CitiPhone may be recorded and that no additional approval from you or the Cardmember will be required;
 - 49.9.2. that the instructions given via CitiPhone will be binding on you; and
 - 49.9.3. and will ensure the Cardmember agrees that the Bank may produce the telephonic or electronic recordings (or any transcript of the recording) or computer records as evidence in any proceeding brought in connection with the Card, Supplementary Account or the Principal Account.
- 49.10. We reserve the right to cancel, revise, add, terminate or suspend any service made available via the CitiPhone by notice to you in any manner as we deem fit.

50. Compliance with Laws

- 50.1. 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.

50.2. 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.

51. CBOL

In addition to the above terms and conditions, if you request for our services through CBOL, the terms and conditions of our CBOL apply in addition to and not in substitution to these terms and conditions. The CBOL's terms and conditions is available at Citibank Online, accessible via www.citibank.com.my.

52. E-Statement Facility

52.1. 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 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.

52.2. Once you have successfully signed up for the E-Statement Facility, you are deemed to be bound by the Citibank Online Document User Agreement For Citi Business Signature/Citi Travel Account/CitiBusiness-Company Underwriting and/or the relevant bank's rules and regulations which govern the use of the E-Statement Facility which can be viewed on Citibank Online.

52.3. 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.

53. 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.

54. Additional Services or Products

54.1. Citibank may in its discretion:

54.1.1. introduce or provide other products, additional facilities or services to you upon such terms and conditions as Citibank may specify;

54.1.2. 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

- 54.1.3. 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.

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.

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.

Version: April 2019