

CITIBANK READY CREDIT CUSTOMER'S TERMS AND CONDITIONS (effective 1 August 2019)

1. Definitions

- a. In these Customer's Terms and Conditions, "**we**", "**our**", "**us**" and "**Bank**" means Citibank Berhad and its successors and any novatee, assignee, transferee or purchaser of Citibank Berhad's rights and/or obligations here and "**you**", "**your**", "**yours**" and "**customer**" means the person in whose name the Citibank Ready Credit Account is maintained; and the following words when used have the following meanings respectively set out below:

"**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 CRC Account and/or Other Bank Accounts) and "Account" means any of them.

"**Applicable Rate**" means, in relation to a CRC outstanding balance (defined below), the interest rate charged on such CRC outstanding balance in accordance with the provisions in these Customer's Terms and Conditions (defined below);

"**Authorities**" means any competent regulatory, prosecuting, tax or governmental authorities in any jurisdiction, domestic or foreign;

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

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

"**Debit & ATM Card**" means the Citibank Debit & ATM Card to be issued or issued to you for the CRC Facility, to which the Citibank Account T&Cs apply;

"**Bank's Rules and Regulations**" or "**our Rules and Regulations**" means our general rules and regulations and terms and conditions governing the facilities and services and the accounts that are or may from time to time be made available or opened by us for our customers as we may stipulate from time to time;

"**Business Day**" refers to any day on which banks are open for business in Kuala Lumpur other than Saturdays, Sundays and gazetted public holidays in Kuala Lumpur;

"**Card Carrier**" means our card carrier document containing your Debit & ATM Card, which normally is enclosed with the Welcome Letter;

"**Citibank Accounts T&C**" means our Citibank Account Terms and Conditions governing, among others, the use of the checking facility under the CRC Facility, Debit & ATM Card (without affecting any other specific rules, procedures, terms and conditions which govern and regulate the use of the Debit & ATM Card issued to you under the CRC Facility), Citibank GIRO (including Inter-bank GIRO system), phone banking service, fax banking services, etc., as amended or supplemented from time to time as published on our website accessible via www.citibank.com.my;

“Citibank Online Terms and Conditions” means our terms and conditions (as amended or supplemented from time to time) governing your carrying out of internet banking or transactions on our website accessible via www.citibank.com.my;

“CRC” represents the full term ‘Citibank Ready Credit’;

“CRC Account” means the Ringgit Current Account maintained with us in respect of the CRC Facility which is an Account for the purposes of the Citibank Accounts T&C;

“CRC cheque” means a cheque drawn on the CRC Account;

“CRC communication” includes all notices, demands, advice and other communications, including the CRC statement, the Debit & ATM Card, the Debit & ATM Card PIN, T-PIN (as defined in the Citibank Account T&C) and CRC cheque books;

“CRC Facility” means the facility described in clause 2 below;

“CRC outstanding balance” includes all costs, expenses, interest, fees, charges and principal sums and any other amounts (whether present or future, actual or contingent) due and payable or which may become due and payable to us in respect of or in connection with the CRC Facility and/or pursuant to the CRC T&C;

“CRC statement” means a statement of account issued by us in respect of your CRC Account reflecting the CRC outstanding balance for the period specified therein;

“CRC T&C” means collectively, these CRC Customer’s Terms and Conditions as supplemented by

a) Citibank Account T&C;

b) Citibank Online Terms and Conditions;;

c) Bank’s Rules and Regulations;

each as amended or supplemented from time to time or any other terms and conditions in connection with these CRC Customer’s Terms and Conditions, CRC Facility and/or regulating your relationship with Citibank which are communicated to you from time to time;

“Customer’s Terms and Conditions” means these Citibank Ready Credit Customer’s Terms and Conditions and as amended or supplemented from time to time;

“DCHEQS” means the Dishonoured Cheques Information System maintained by Bank Negara Malaysia;

“Event of Default” means any of the events of default specified as such in these Customer’s Terms and Conditions;

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

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

“MEPS” means Malaysian Electronic Payment System (1997) Sdn. Bhd. (including its successors in title and assigns), a service provider providing ATM network and inter-bank payment network services for all member banks and financial institutions in Malaysia ;

“Minimum Payment” means the minimum payment due which must be paid by you within a prescribed time period, stated in your CRC statement, in accordance with these Customer’s Terms and Conditions;

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

“Payment Infrastructure Provider” means a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks;

“Requisite Notification” means our giving prior notice to you of the relevant change, termination or new term or condition, the period of which will be at least the applicable minimum period then prescribed for that matter by Bank Negara Malaysia or the Association of Banks Malaysia or any other body whose requirements we are bound under law or regulation, or have agreed, to abide by;

“Taxes” means all taxes, levies, imposts, charges, assessments, deductions, goods and 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 us or me; provided that “taxes” does not include income or franchise taxes imposed on or measured by the net income of Citibank or its agents.

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

“Welcome Letter” means our covering letter or document to you, notifying that your application for the CRC Facility has been approved, which sets out among others, the initial credit limit and Applicable Rate.

b. In these CRC Customer’s Terms and Conditions:

(1) unless the context otherwise requires:

- I. words denoting the singular include the plural and vice versa
- II. words denoting any gender include all genders
- III. words denoting the whole include any part
- IV. words denoting a collection or group consisting of two or more constituents thereof include any one or more of such constituents
- V. references to a document include the same as from time to time varied in any manner or respect whatsoever or howsoever and any document from time to time issued or executed supplemental, in addition or in substitution to or for it
- VI. references to a person include a body of persons corporate or unincorporated.
- VII. references to clauses are to clauses of these Customer’s Terms and Conditions.

- (2) any right, entitlement, discretion, liberty or power which may be exercised or any determination which may be made by us may be exercised or made in our discretion, as we may deem fit and to the full extent permitted, whether at law or in equity, we are not obliged to give any reasons for doing so.
- (3) the applicable rates of interest provided for in Welcome Letter or communicated by any manner deemed suitable by us are applicable both before as well as after demand or judgment.
- (4) a “**month**” means a period calculated from any specific day up to and including the day immediately before the day numerically corresponding to that specific day in the subsequent month or if there is no such day in such subsequent month, the last day of that month.
a “**day**” means (not being a Business Day as defined above), a calendar day and if reference is made to a number of days, shall commence from the day after the day the reference is referred to.
- (5) headings and sub-headings are inserted for convenience only and have no legal effect
- (6) the word “**including**” or “**includes**” is to be construed as followed by “**without limitation**” wherever it appears.
- (7) a provision of law, regulation or directive is a reference to that provision as amended or re-enacted.

2. The CRC Facility

- a. The CRC Facility requires that you open a CRC Account with us, the account opening and maintenance terms of which are set out in the Citibank Accounts T&C. You may operate your CRC Account by:
 - drawing your CRC cheques, subject to the Citibank Accounts T&C;
 - using your Debit & ATM Card, subject to the Citibank Debit & ATM Card Services T&C;
 - effecting instructions through Internet banking, subject to the Citibank Online T&C. Please note that by transacting on our website, you are deemed to have accepted to be bound by all relevant terms and conditions governing the use of our website, its features and services;
 - via our phone banking service where we, at our discretion and as we deem fit, have issued you, without your request, a T-PIN, subject to the provisions governing “Telephone Banking Service” set out in the Citibank Account T&C; and
 - using the Citibank GIRO governed by the relevant provisions in the Citibank Accounts T&C up to the then applicable credit limit, the initial amount of which is set out in the Welcome Letter.
- b. We may at our discretion, as we deem fit, increase or decrease your credit limit under the CRC Facility.

If you wish to increase your credit limit, you will need to go through the normal CRC application process and your application is subjected to our credit review and subsequent approval, which may be given or refused at our discretion.

Unless provided for under these Customer’s Terms and Conditions, we will not honour any CRC cheque or permit any Conditions, we will not honour any CRC cheque or permit any transaction (whether effected by the use of the Debit & ATM Card or via the phone banking services or otherwise) if the credit limit of your CRC Account would be exceeded as a result. Nonetheless, we may, in our discretion and as we deem fit, honour any CRC cheque or approve such transactions (whether effected by the use of the Debit & ATM Card or via the phone banking service or otherwise) and/or allow the CRC outstanding balance to exceed the credit limit of your CRC Account on a case-by-case basis, but that will not take away our right to refuse to permit transactions in excess of your credit limit subsequently.

- c. If any CRC cheque have not been honoured by us or any other transaction relating to your CRC Account has not been permitted by us, any subsequent operation of your CRC Account (whether effected by the use of the Debit & ATM Card or via phone banking service or otherwise, and whether such transaction

would result in the credit limit of your CRC Account being exceeded or otherwise) will be subject to our prior approval at such time as we may deem fit.

- d. If you notify us that you wish to terminate the CRC Facility anytime within 12 months from the date of the Welcome Letter, you must pay us applicable charges in accordance with these Customer's Terms and Conditions.
- e. You agree to be bound by all terms and conditions governing the use of such facilities, benefits or services which may from time to time be made available to you by us in connection with your CRC Facility. If there is any conflict and/or inconsistency between the provisions contained in these Customer's Terms and Conditions and the provisions of any of the abovementioned terms and conditions, the provisions in these Customer's Terms and Conditions will prevail and apply and the latter will be deemed to be modified so far only as it is necessary to give effect to the provisions of these Customer's Terms and Conditions.

You acknowledge that the CRC T&C apply to the CRC Facility and the operation of GIRO, the use of the Debit & ATM Card, the use of the cheques, cheque book, or direct debit banking system or the use of phone banking or Citibank Online is subject to the relevant terms and conditions governing such facilities and services and by the use and/or operation of the same, including but not limited to (a) the transfer of your credit/charge card or unsecured personal loan outstanding balances from other financial institutions to your CRC Account or (b) the disbursement of an amount under the CRC Facility into your nominated current or savings account maintained with us or such other financial institutions or (c) the disbursement of an amount under the CRC Facility into your nominated loan account maintained with other financial institutions, you are deemed to have agreed to and accepted such terms and conditions. In addition, the CRC Account and the CRC Facility are at all times subject to the CRC T&C and governed by the Bank's Rules and Regulations and such rules, regulations, guidelines and/or directives (whether or not having the force of law) required of or imposed upon us from time to time and at any time by Bank Negara Malaysia or any Authorities having jurisdiction over us.

For the CRC Facility:

1) The Citibank Accounts T&C are modified for the CRC Facility as follows:

- The CRC Account is an Account as referred to in the Citibank Accounts T&C.
- The provisions in the Citibank Accounts T&C permitting you to appoint representatives or referring to any action by your representatives do not apply to the CRC Account.
- You may make withdrawals or use the Debit & ATM Card only if there are sufficient funds (including your credit limit) in the CRC Account, subject to the provisions of these Customer's Terms and Conditions.
- The provisions in the Citibank Accounts T&C which permit a joint account do not apply to the CRC Account, which must be in your sole name.
- Although the CRC Account is an Account under the Citibank Accounts T&C, the consolidated statement of Accounts issued under the Citibank Accounts T&C will not include the CRC statement.
- Your initial credit limit is set out in the Welcome Letter, which may be change at our discretion and as we deem fit.
- You may use the Debit & ATM Card only if there are sufficient funds (including your credit limit) in the CRC Account, subject to the provisions of these Customer's Terms and Conditions.
- A reference to overdraft facility will include a reference to the CRC Facility. The Applicable Rate to amounts utilised by use of the Debit & ATM Card will be determined in accordance with these

Customer's Terms and Conditions. Any fee or charge relating to the issue or use of the Debit & ATM Card will be subject to the Citibank Account T&C.

2) In addition, for Internet or online transactions:

- If you use your Debit & ATM Card to purchase goods and/or services through the online Internet sites or portals, you are solely responsible for the security of such use at all times. You agree that the entry of your Debit & ATM Card information on the Internet is sufficient proof of the authenticity of such instructions. We are not under any obligations to verify the identity or the authority of the person entering your Debit & ATM Card information and we are not liable for acting on such use of your Debit & ATM Card regardless of whether the person is authorised or unauthorised and regardless of the circumstances prevailing at the time of the transaction. However, we reserve the discretion to not carry out such transactions over the Internet if we have any reason to doubt its authenticity or if in our opinion it is unlawful or otherwise improper to do so or for any other reason.

3) The Citibank Online T&C are modified for the CRC Facility as follows:

- In the event of any inconsistency or conflict between the provisions of these Customer's Terms and Conditions and the Citibank Online T&C, the provisions of these Customer's Terms and Conditions will prevail apply and the latter will be deemed to be modified so far only as it is necessary to give effect to the provisions of these Customer's Terms and Conditions.
- References to any authorised party in any of the provisions in the Citibank Online T&C do not apply as only you may have access to Citibank Online.
- Regardless of any provision in the Citibank Online T&C which permits us to carry out your Instructions (as defined in the Citibank Online T&C and after this, referred to as "Instructions") to electronic fund transfers and bill payments from your CRC Account only if there are sufficient funds (including your credit limit) in the CRC Account, we may carry out such Instructions even if there are insufficient funds in the CRC Account, subject to the provisions of these Customer's Terms and Conditions.

3. CRC cheque/cheque book

- a. In addition to, and without affecting the Citibank Accounts T&C:
You must promptly notify us in writing of any variation in your signature, the authorised manner of signing or the signature requirements in respect of CRC cheques. We are entitled to a period of not less than ten (10) Business Days to process such notification of change after having received your notice.
- b. We are entitled to, in our discretion and as we deem fit, dishonour any CRC cheque:
 - i. bearing a signature which in our opinion is different from the specimen signature furnished to us or not signed in the authorised manner or not drawn in accordance with the signature requirements prevailing at the time of presentation; or
 - ii. presented after six (6) months have elapsed from the date of the CRC cheque; or
 - iii. being a cash cheque of which the word "bearer" has been cancelled.
- c. We are not liable to you for honouring any CRC cheques which on the face looks properly issued even if such cheques contained unauthorised alterations or were forged CRC cheques or if such alterations or forgery were due to any act, omission, negligence or willful default on your part.

- d. We are not obliged to return any dishonoured or returned cheques to you. If we choose to do so, dishonoured cheques or drafts may be returned to you by ordinary post at your risk and expense.

4. Loss / Theft / Unauthorised Transactions

In addition, and without affecting the Citibank Accounts T&C (in relation to the CRC cheques and cheque books) and the Citibank Debit & ATM Card Services T&C (in relation to the Debit & ATM Card) respectively:

- a. You must keep all CRC cheques, CRC cheque books and the Debit & ATM Card in a safe and secure place and ensure that the Debit & ATM Card PIN and the T-PIN is not disclosed to any party and you must take all steps and precautions to prevent any forgery, fraud, loss or theft, including but not limited to not drawing CRC cheques in a manner which facilitates forgery or fraud and complying with the terms and conditions stated in the CRC cheque book cover. **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 Debit & ATM Card upon replacement of damaged Debit & ATM Card, early renewal of expiring Debit & ATM Card and upgrading of existing Debit & ATM Card.** All charges arising from transactions carried out through the use of your Debit & ATM 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.
- b. If any CRC cheque, CRC cheque book and/or Debit & ATM Card is lost, stolen, mislaid or used by any other person or your Debit & ATM Card PIN and/or T-PIN is disclosed to any other person, you must immediately notify us in writing or via the telephone banking service and you will remain liable and fully indemnify us for all loss and damage which may arise as a result. **Until we receive such notification we may honour any such lost cheque, or effect any transaction relating to the lost or stolen Debit & ATM Card.** You must assist us in such action as we may take in respect of such loss, theft or disclosure.
- c. For the purposes of effecting any cash advances or withdrawals via ATMs, you must dip your Debit & ATM 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 Debit & ATM 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:-
 - (i) you agree that the PIN may be used to identifying you and for authorising transaction(s); and
 - (ii) 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.
- d. 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 Debit & ATM Card (see below). Failure to comply with this requirement will expose you to the consequences of theft and/or unauthorised use of your Debit & ATM 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.

5. Disclosure of Pin, or Loss, Theft or Unauthorized Use of Debit & ATM Card

- a. 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 Debit & ATM Card whether or not such usage is authorised by you.
- b. You must take all reasonable steps and precautions to keep the Debit & ATM Card and PIN secured at all times, including at your place of residence. These include (but are not limited to) not:
 - (i) disclosing your Card details or PIN to any other person;
 - (ii) writing down your PIN on the Debit & ATM Card, or on anything kept in close proximity with the Debit & ATM 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;
 - (iii) using a PIN selected from your birth date, identity card, passport, driving licence or contact numbers;
 - (iv) allowing the Debit & ATM Card to be out-of-sight; and/or
 - (v) allowing any person to use the Debit & ATM Card and/or PIN
- c. You must notify us:
 - (i) immediately upon receiving an SMS transaction alert if the transaction was unauthorised; or
 - (ii) as soon as reasonably practicable after having discovered that the Debit & ATM Card is lost, stolen, an unauthorised transaction had occurred and/or there has been a disclosure of your PIN.
- d. In the event of any loss, theft of the Debit & ATM 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 Debit & ATM Card and/or disclosure of the PIN.
- e. All charges arising from transactions carried out through the Debit & ATM 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 Debit & ATM Card has been delivered to you. For the purposes of this Clause, until you have reported loss, theft, unauthorised use of your Debit & ATM 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 Debit & ATM Card is conclusive and binding on you.
- f. If the lost or stolen Debit & ATM Card is recovered subsequently, you must not use the Debit & ATM Card so recovered. The Debit & ATM Card must be cut into several pieces across the magnetic strip and the microchip embedded in the Card.
- g. You remain liable to us if –
 - (i) 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 Debit & ATM Card and/or PIN by any person; or
 - (ii) you have failed to inform us as upon soon as discovering that your Debit & ATM Card has been lost, or stolen, or used for purposes unauthorised by you and/or your PIN was disclosed.

- h. In the event of unauthorized use of the Debit & ATM Card, we reserve the right to terminate the use of the Card at any time with reasonable notice to you, whereupon the clauses in relation to termination in these terms and conditions may apply.
- i. We are not obliged to issue a replacement Debit & ATM Card following its loss or theft. Any issuance of a replacement Debit & ATM Card will be subject to our discretion and the handling fee for the replacement Debit & ATM Card at such rate we may determine.
- j. Upon any loss, theft and/or unauthorised use of your Debit & ATM 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 request.
- k. We are entitled, in our discretion, to issue a replacement CRC cheque book and/or Debit & ATM Card at such time and upon such terms and conditions as we may deem fit.

6. No Overlimit

You must not carry out any transactions that would result in the CRC Outstanding Balance exceeding the applicable credit limit of your CRC Facility.

In the event your CRC Account is overlimit for any reason (including due to interest, fees, costs, charges and/or other sums being debited into your CRC Account), you are required to immediately pay to us all amounts exceeding the prevailing approved limit of your CRC Facility (including any revised limit) and interest at the Applicable Rate on the debit balance of your overdrawn CRC Account. If you fail to do so we are entitled to take any one or more of the following actions as we deem fit:

- i. terminate your CRC Facility;
- ii. convert your CRC Facility into a term loan or any other facility;
- iii. restrict or limit your credit from the date your CRC Account is overlimit;
- iv. refuse to honour any CRC cheque or permit any transfer of funds or any other transaction (whether effected by the use of the Debit & ATM Card or via the phone banking services or otherwise) from the date your CRC Account is overlimit, without any prior notice or giving any reasons to you.

7. CRC statement and Payments to and from Citibank

In addition, and without affecting the Citibank Accounts T&C (in respect of which terms will apply to a CRC statement):

- a. Unless your CRC Account has been dormant for a period as we may determine from time to time, CRC statement will be sent to you monthly. The statement may be from a manager or any duly authorised officer or agent of the Bank or a computer generated notice issued by us which does not require any signature. You may choose to receive the CRC statement electronically by calling our 24-Hour CitiPhone Banking, indicating on your Application Form or requesting via our Citibank webpage.

- b. You must inspect and examine the CRC statement and inform us in writing of any irregularity in the CRC statement. The CRC statement will be conclusive and binding on you unless we receive your written notice of irregularity within ten (10) days from the date of the CRC statement. If you fail to receive your CRC statement within ten (10) days from the day of the month which is your usual CRC statement date, you must notify us immediately. If you fail to do so the CRC statement not received by you is deemed to be conclusive and binding on you as if you had received it on the usual date.
- c. For the avoidance of doubt, paragraph (b) above only applies to you without affecting our rights to make good, correct or reverse any entries in your CRC statement and your CRC Account to recover any monies mistakenly credited into your CRC Account (whether by a third party or for the use of the Bank) for which, you will be liable to pay to us and we are entitled at all times to correct any errors or omissions in such CRC statements, or any other document issued by us and to debit or credit your CRC Account (as the case may be) accordingly.
- d. Upon receipt of the CRC statement, you may choose to pay the CRC outstanding balance in full or if you choose not to settle the CRC outstanding balance in full, you must pay at least the Minimum Payment (calculated according to paragraph (f) below) which must be received by us in cleared funds.
- e. If we do not receive at least 100% of a Minimum Payment on its due date, you must also pay a late payment charge (in the amount of 1% per annum in addition to the interest rate on the overdue amount, or at any other rate as Bank Negara Malaysia, the Association of Banks Malaysia or Authorities having jurisdiction over us may stipulate from time to time, from the time of late payment until the time of repayment or as will be specified in the next CRC statement) by way of liquidated damages and not as penalty
- f. The Minimum Payment is determined as follows:

Revolving Balance	Minimum Payment Due for the month (Effective from 31st Oct 2015)
RM0 to RM60	Full Revolving Balance + 100% Monthly Instalments (if any)
RM60 to RM1,500	RM 60 + 100% Monthly Instalments (if any)
Above RM1,500	4% of the Full Revolving Balance + 100% Monthly Instalments (if any)

- g. If you signed up for any instalment plan(s), the monthly instalment(s) will be billed over and above the Minimum Payment due on the full revolving balance provided that:
 - i. any CRC outstanding balance due and unpaid in respect of earlier CRC statements will be added to the Minimum Payment due and payable under any current CRC statement;
 - ii. the Minimum Payment may be determined by us using such other basis of computation as we may, in our discretion and as we deem fit determine but we will give you the Requisite Notification before effecting such change.
- h. All payments due to us under the CRC Facility must be made in Ringgit Malaysia (MYR), in full without any deduction or withholding (whether in respect of set-off, counterclaim, taxes, charges or otherwise) unless the deduction or withholding is required by law, in which event you must immediately pay us an additional amount so that the net amount received by us will equal the full amount which would have been received by us had no such deduction or withholding been made and you are required to furnish us an official receipt of the relevant authority involved for all amounts deducted or withheld.
- i. Payments by you to us will not be considered to have been made until all relevant funds have been received for value by us and entered into our records following receipt of payment by us. All payments by cheques must include inland exchange commission, where applicable, failing which we are entitled to debit your CRC Account to such equivalent amount or exercise our right of set-off as we deem fit.

- j. We are entitled to credit your CRC Account with any refund in respect of any Debit & ATM Card transactions or any payment or other credit due to you at such time as we may determine in our discretion and as we deem fit, after the receipt of the amount of such refund, payment or credit in Malaysia. If such refund, payment or credit is received in a currency other than Ringgit, we will convert it to Ringgit at such time and rate of exchange as we may in our discretion and as we deem fit determine. You must bear all exchange risks, losses, commission, fees and charges which may arise.
- k. Payments to us can be made by cash, cheques, direct debit to the CRC Account from your other bank accounts or through the Inter-bank GIRO System, MEPS Inter-bank GIRO or otherwise.
- l. 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:-
 - (i) your Account(s);
 - (ii) any liability of any nature arising (whether in Malaysia or elsewhere) in respect of your Account(s) or otherwise;
 - (iii) any financing facilities, loans or overdrafts granted to you and any of its outstanding advances;
 - (iv) any overdrawn sums on your Account(s); or
 - (v) 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
- m. 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.
- n. Where such monies and charges are payable whether or not in connection with your CRC Account(s), any other products and/or services taken by you from the Bank, including any financing facilities, loans or overdrafts, the Bank is requested and authorised to debit all such payments from your other bank account(s) with us (if any) and you must ensure that there are sufficient monies readily available in your other bank 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.
- o. In particular, all such monies and charges payable by you are exclusive of any goods and services tax or other value added tax (whether imposed in Malaysia or any other jurisdiction) which will, where applicable, be paid by you in addition to any sums otherwise payable, at the rate in force at the due time for payment or such other time as is stipulated under the relevant legislation.
- p. (i) If Citigroup Inc, Citigroup Organisation and/or us are obliged by law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with and between Authorities, to deduct or withhold (whether for payment of any Taxes or otherwise) any sum from any payment payable by us to you, you authorise us to withhold and to pay the net sum over to you or to place such sum in any of your Other Bank 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).

(ii) Any such deductions or withholdings shall be timely paid to the relevant Authority in accordance with the relevant requirement. You will be notified of any such deductions or withholdings as soon as reasonably practicable. You hereby acknowledge that we will not be required to reimburse you for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent Citigroup Inc, Citigroup Organisation, we or any of its, their and our Third Party Service Providers pays or has paid from its own funds or is or will become required to make a payment to an Authority in respect of an amount that should have been, but was not, Taxes and any other amounts collected, you shall indemnify us for such payments, plus any interest and penalties on such payments. You understand that we are not required to contest any demand made by an Authority for such payments. You hereby represent that you have provided to and secured from any person that will own a beneficial interest in a payment from us, any notices, consent or waiver necessary to permit Citigroup Inc, Citigroup Organisation, us or any of its, their and our Third Party Service Providers to carry out the actions described in this paragraph.

(iii) 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.

(iv) You understand that it is your responsibility to seek legal and/or tax advice regarding the legal and tax consequences of your transactions under the CRC Account or Other Bank Account(s). If you change your residence, citizenship, nationality, or place of work, it is your responsibility to understand how your transactions and the CRC Account are affected by such change and comply with all applicable laws and regulations as and when they become applicable. You understand that the Bank does not provide legal and/or tax advice and is not responsible for advising you on the laws pertaining to your transactions and the CRC Account.

- q. If your CRC 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).
- r. Time is of the essence in respect of when you are to make payment to us under these Customer's Terms and Conditions.

8. Interest, Fees and Charges

- a. The Applicable Rate will be the Boarding Rate which is set out in the Welcome Letter.
 - The "Boarding Rate" is the interest rate payable by you to us in respect of the CRC Facility as stated in the Welcome Letter.
- b. Interest will accrue daily at the Applicable Rate based on a 365-day year on the end-of-day outstanding debit balance each day, from the transaction date (that is, from the date a withdrawal is made and/or a Point-of-Sale transaction with merchant is made with the Debit & ATM Card, from the value date of CRC cheque cleared, from the date of fund transfer by GIRO or Internet banking or phone banking) until the date when full payment of the CRC outstanding balance is received by us. Such interest will be compounded monthly and is chargeable both before and after judgment. The interest which has accrued up to the date of a CRC statement will be specified in that CRC statement.
- c. In addition to interest, you will be liable to pay the fees and charges set out in the Product Disclosure Sheet or at www.citibank.com.my, including:

- i. an Early Termination Fee will be imposed if you terminate your CRC Account within 12 months from the date of the Welcome Letter. No termination fee is charged if we terminate the CRC Facility; please go to www.citibank.com.my or if you are viewing these terms and conditions on a browser, please click [here](#) to see the applicable fees and charges
 - ii. a commission on overseas transactions, whether it is cash withdrawal and/or POS (Point-Of-Sale) transaction with merchant, of one percent (1%) on local currency equivalent;
 - iii. the fees and charges specified in the Product Disclosure Sheet or in any manner which we deem fit; and/or
 - iv. to, and accepted by, you entitles us to charge such commitment fee as set out in a Requisite Notification to you from time to time.
- d. We are entitled to, in our discretion and as we may deem fit, increase, vary or determine, from time to time, the amounts, rates, types and/or basis of calculation of all interest, fees and charges payable by you under the CRC T&C after giving you the Requisite Notification, and the such amounts may be debited from your CRC Account or will be payable by you upon demand or at such time as we may deem fit.
- e. All costs and charges incurred by us in connection with the enforcement of our rights under the CRC Facility, including our legal costs (on a full indemnity basis) are borne by you and are payable by you immediately upon our demand, whether or not the CRC Facility is utilised, suspended or cancelled. We may debit the amount of such costs and charges from your CRC Account and such amount will bear interest at the Applicable Rate as per paragraph (a) above as part of the CRC outstanding balance.
- f. Where we determine that, as a result of:-
- i. the introduction or variation of any law, order, regulation or official directive (whether or not having the force of law); or
 - ii. any change in the interpretation or application of any law, order, regulation or official directive (whether or not having the force of law) by any competent authority; or
 - iii. compliance with any request (whether or not having the force of law) from Bank Negara Malaysia or other fiscal, monetary or other authority, the:-
 - cost to us of making available or continuing to make available the CRC Facility is increased; or
 - the amount of any sum received or receivable by us in respect of the CRC Facility or the effective return to us under the CRC Facility is reduced; or
 - we are obliged to make any payment (except in respect of tax on our overall net income) or forego any interest or other return on, or calculated by reference to, the amount of any sum received or receivable by us from you under the CRC Facility, then we will notify you of the circumstances leading to our determination as above and:-
 1. you must on our demand pay to us such reasonable amounts as we from time to time and at any time notify it to be necessary to compensate us for such additional cost, reduction, payment or foregone interest or return provided that nothing contained in these Customer's Terms and Conditions could prevent you from taking all necessary steps to mitigate the effect of such increased costs; and
 2. at any time, so long as the circumstances giving rise to the obligation to make the compensating payment continues, you may cancel the CRC Facility upon giving us written notice of such intended cancellation, subject to Early Termination Fee stipulated in paragraph (c) (i) above, where applicable.

9. Representations and Warranties and Undertakings

- a. You acknowledge that we have agreed to grant the CRC Facility to you on the basis of and in full reliance on your representations and warranties in the following terms:
 - i. you have the capacity and power to enter into, deliver and perform your obligations under the CRC T&C;
 - ii. all action, conditions and things required to be taken, fulfilled and done in order (a) to enable you lawfully to enter into and perform and comply with your obligations under the CRC T&C, (b) to ensure that those obligations are legally binding and enforceable and (c) to make these Customer's Terms and Conditions admissible in evidence in the courts of Malaysia have been taken, fulfilled and done;
 - iii. your execution of and/or performance of or compliance with your obligations under these Customer's Terms and Conditions do not and will not violate (a) any law to which you are subject or (b) any agreement to which you are a party or which is binding on you or your assets;
 - iv. your obligations under these Customer's Terms and Conditions are valid, binding and enforceable in accordance with their respective terms;
 - v. you are not in default under any agreement to which you are a party or by which you or your assets may be bound and no litigation, arbitration or administrative proceedings are presently current or pending or threatened against you;
 - vi. all information furnished by you to us in connection with the CRC Facility (including in the application for the CRC Facility) or otherwise provided to us are true and correct and there has been no omission which would render the information provided to us inaccurate or misleading;
 - vii. you are not an undischarged bankrupt or there are no bankruptcy proceeding currently pending or threatened against you, and that you have not committed any available act of bankruptcy;
 - viii. no Event of Default (as specified in these Customer's Terms and Conditions) has occurred or is continuing;
 - ix. all necessary returns have been delivered by or on behalf of you to the relevant taxation authorities and you are not in default in the payment of any Taxes, levies, duties, charges and fees of a material amount, and no material claim is being asserted with respect to taxes, levies, duties, charges and fees; and
 - x. you have not assigned your estate or entered into any arrangement or composition for the benefit of your creditors.
- b. Each of the above representations and warranties will survive and continue to have full force and effect for so long as the CRC Facility is extended to you. You warrant to us that the above representations and warranties will be true and correct and fully observed until all sums payable under the CRC Facility are fully settled.
- c. If any information you have provided to us has changed, you undertake to promptly notify us of such change.

10. Withdrawals

In addition to, and without affecting, the Citibank Accounts T&C and the Citibank Debit & ATM Card Services T&C:

- a. Any withdrawal or debit from your CRC Account by any means or methods which we may from time to time permit will first be from any credit balance reflected in your CRC Account.
- b. Regardless of any provisions in these Customer's Terms and Conditions, any deposit into your CRC Account, however made, will not be available for withdrawal, whether or not the same is shown as credited to your CRC Account in your CRC statement or on the deposit ticket, receipt or slip or otherwise, until we have received actual payment of funds. If the deposit is in a foreign currency, it must first be converted by us into Ringgit Malaysia (MYR), unless prior arrangements have been made with us for some other arrangement.
- c. In the event you have drawn on any deposit made into your CRC Account when no actual payment has been received by us, we are entitled to reverse the credit entries and utilise your credit line with us, if necessary, to cover the withdrawal and/or to take such other steps we may in our discretion and as we deem necessary and any such reversal of entries, utilisation of your credit line or other such action taken by us will be binding on you.

11. Deposits

In addition to, and without affecting the Citibank Accounts T&C:

- a. Without affecting clause 9(b) and clause 9(c) above, deposits may be reflected as credited to your CRC Account before we received the actual payment of funds. We are entitled to debit your CRC Account with the amount previously credited if any cheques or drafts are subsequently dishonoured. In addition, we may at our discretion and as we deem fit, debit from your CRC Account a service charge or administration fee and any expenses we may have incurred in handling the dishonoured cheque or draft, including informing you of the dishonour and reflecting the adjustments to your CRC Account in your CRC statement.
- b. Cash deposits which are not verified by us immediately at the time of deposit are subject to our verification. In the event the amount on the deposit ticket or receipt issued at the time of deposit differs from our cash count, our cash count will prevail and is final and conclusive. Deposit tickets or receipts or slips are not valid receipts and are not confirmation from us that the amount of cash stated has been received by us unless they are validated by our machine stamp or computer terminal or signed by our authorised signatories.
- c. We may in our discretion and as we deem fit, refuse to accept any deposit in whatever form into your CRC Account or to limit the amount that may be deposited or return all or any part of the deposit.
- d. No interest is earned on any credit balance reflected in your CRC Account.
- e. Any credit balance reflected in your CRC Account cannot in any way be assigned, transferred or charged to any third party or encumbered or dealt with whether by way of security or otherwise howsoever except with our prior written consent.

12. GIRO

In addition to, and without affecting, the Citibank Account T&C or its provisions governing GIRO services:

- a. You may use GIRO or direct debit banking system which we may make available to you at our discretion and as we may deem fit, in connection with your CRC Account to transfer funds from and/or into your CRC Account and all instructions including any variation or modification, to us for the transfer of funds from and/or into your CRC Account ("**Direct Debit Instructions**") must be on our prescribed forms and/or in such other manner as we may from time to time permit.
- b. For the transfer of funds out of your CRC Account, we are under no obligation to ascertain whether or not such sum or any of its part is payable (and whether by you or otherwise) to the intended recipient.
- c. We may terminate any fund transfer arrangement or this fund transfer service at any time without any liability to you and without giving you any reason unless these Customer's Terms and Conditions is terminated, in which event this fund transfer service in respect of your CRC Account will cease upon termination of these Customer's Terms and Conditions.
- d. We may charge a handling fee for each fund transfer under this fund transfer service and debit your CRC account accordingly.

13. Prohibited use

You must not use your CRC Facility to pay any Minimum Payment or any other monies owing to us under these Customer's Terms and Conditions and other facilities owing to us. You cannot authorise, expressly or impliedly, any third party to operate your CRC Account.

14. Disclosure of Customer Information

1. You expressly agree that:
 - a. the Bank;
 - b. the Bank's head office, branches, representative offices; and
 - c. Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Providers) and/or who provides any service, whether within or outside Malaysia and any Payment Infrastructure Provider,
are permitted to process including but not limited to disclose, collect, use, store, transfer and share Data.
2. For the purposes of sub-clause (1) above, "Data" means public and non-public information from any source about:
 - i. you;
 - ii. your beneficial owners;
 - iii. any security providers;
 - iv. persons under the trust;
 - v. partners, committee members, directors and officers (where applicable);
 - vi. authorized signatories;

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

4. (a) You understand and agree that the Data may be transferred to, used and stored in other jurisdictions, the laws of which may not offer the same level of protection as the laws of the jurisdiction from which the data originates. The Data may also become subject to the legal disclosure requirements of other jurisdictions
- (b) You understand and agree that Citigroup, any agents or persons to whom Citigroup outsources the performance of its operational functions (including but without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider is permitted to transfer, share and disclose the Data, for confidential use, to:
- i. and among Citigroup;
 - ii. to any agent, contractor, vendor, service provider, professional advisers (such as lawyers and financial advisers), valuers, auctioneers, auditors, brokers, communications, clearing or payment system or intermediary banks, merchants and other parties which we, Citigroup or such parties above may use in connection with our, Citigroup or their businesses;
 - iii. debt collection agencies;
 - iv. Bank Negara Malaysia (“BNM”) and any credit bureau, the Central Credit Reference Information System (“CCRIS”) and the Dishonoured Cheques Information System (“DCHEQS”) maintained by BNM, such body or authority of any jurisdiction, domestic or foreign, having jurisdiction over Citigroup, credit reporting agencies and any credit reference agencies;
 - v. any financial institutions, card associations and issue of charge cards, credit cards, debit cards or other payment instruments;
 - vi. a drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - vii. any actual or proposed assignee, participant, sub-participant or transferee of any of our rights or obligations;
 - viii. to Citigroup and selected parties for the purpose of informing you of products and services which we believe will be of interest to you;
 - ix. our strategic alliance partners for marketing and promotional purposes but this will be subject to your express consent;
 - x. any party giving or proposing to give any guarantee, indemnity or security to secure your obligations to Citigroup and/or us;
 - xi. any person intending to settle any moneys outstanding under any of your account(s) with us;
 - xii. any liquidator, receiver, official assignee or any person appointed under applicable law or court order relating to bankruptcy, liquidation, winding up in respect of any individual or company;
 - xiii. to such parties as we or Citigroup may be required by legal process or pursuant to any other foreign or domestic legal, regulatory, stock exchange, clearing house or self-regulatory body obligation or request, or agreement entered into by any of them and any governmental authority, domestic or foreign, or between or amongst any two or more domestic or foreign governmental authorities or other authorities, including disclosure to courts, tribunals, legal, regulatory, tax and government authorities, stock exchanges, clearing houses and self-regulatory bodies;
 - xiv. any parties authorized by you; and
 - xv. to such parties as may be permitted or required under the laws of Malaysia,
- whether within or outside Malaysia, for any of the purposes set out in this clause 13.

(c) You agree that Citigroup, any agents or persons to whom Citigroup outsources the performance of its operational functions (including but without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider may give your personal data and, where applicable, that of your beneficial owners persons under the trust, security providers, partners, committee members, directors, officers or authorized signatories, your subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, security providers, committee members, directors, officers or authorized signatories to other parties outside Citigroup, for any use as specified above, including for commercial purposes.

(d) You understand and agree with the consequences of the giving of your personal data and those of the other persons mentioned above to parties outside of Citigroup.

5. (a) Citigroup does not guarantee the security of any information transmitted by or to it through any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including short message service (“SMS”))).

(b) 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.

(c) Regardless of the above, you agree that Citigroup will transmit such information to the address or other relevant particulars specified by you, and that such information may not be protected with encryption, password protection or any other form of security from disclosure to 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).

6. (a) To the fullest extent permitted by law, Citigroup is not liable for any losses, costs, damages, expenses, claims and demands arising directly or indirectly in connection with any disclosure of information to third parties by Citigroup in the course of its carrying out a transaction or an instruction transmitted by any means of communication or correspondence, including where such disclosure arose through physical or electronic interference by a third party.

(b) To the fullest extent permitted by law, you will not hold Citigroup responsible or liable in contract, tort, equity or otherwise, for any such access or disclosure or for any losses, costs, damages, expenses, claims and demands suffered or incurred by you or any third party as a result of any such access or disclosure.

7. Unless otherwise notified by you in writing or by calling CitiPhone Banking, you agree and permit us to send commercial electronic messages to you relating to our products and/or services (i.e. either by way of electronic mail and/or SMS), which may be unsolicited and/or sent in bulk to our clients.

8. You represent and warrant that you have obtained the agreement and consent of all relevant persons, including your beneficial owners, persons under the trust, partners, committee members, security providers, directors, officers and authorized signatories, 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 13. You have further provided to these parties the necessary notices and secured the necessary waivers to carry out the actions described in this clause 13 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 limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider.

9. You agree that your consent in this Customer's Terms and Conditions constitutes your consent for any such disclosure for purposes of any requirement, whether statutory, contractual or otherwise and whether or not having any force of law.
10. You expressly authorize us at any time and from time to time to process, including but not limited to access, obtain, verify and/or use any data or information from any source (including credit reference agencies, credit reporting agencies, BNM, any credit bureau, and/or CCRIS and such relevant authorities) for purposes of evaluating your (including all the guarantors' and security providers', as may be applicable) credit standing in connection to the CRC Facility and any facility, service or accommodation you have or may have (whether or not with us) as we may at its discretion deem fit. You understand the opening, operation and conduct of your account(s) and any future facility, service or accommodation applied for by you or granted by us (whether in your sole name or jointly or severally with another or others, presently or subsequently opened) may be reported to DCHEQS maintained by BNM, CCRIS and such relevant authorities (as the case may be) as we may at our discretion deem fit.
11. Your request, permission and authorization granted in these Customer's Terms and Conditions (including your request, permission and authorization for the disclosure of the Data as provided in or contemplated by these Customer's Terms and Conditions) shall remain in full force and effect (regardless of whether any facility, service or accommodation have been utilized, cancelled or terminated), as long as it may be necessary or required by us or any law and you confirm that no further request, permission or authorization (collectively referred to as "Consent") is necessary or required in relation to such disclosure.
12. Your Consent shall be in addition to and shall not affect any other future or existing Consent that may or will be given by you, in relation to the same subject matter of otherwise.
13. To the fullest extent permitted by law, we are entitled (but not obliged) to:-
 - i. verify or ensure that any Data/information is true, complete and accurate;
 - ii. update the Data/information; or
 - iii. notify any person of any changes or updates to the Data/information;
14. To the fullest extent permitted by law, no liability to you arises from any disclosure and/or transfer of any Data/information (as contemplated by this clause 13) under any circumstances for any loss or damage (whether direct or indirect, foreseeable or unforeseeable) and howsoever arising (whether in contract, tort or otherwise), including any loss or damage resulting from:
 - i. our or any other person's disclosure or transfer of the Data/information;
 - ii. our or any other person's reliance on the Data/information; or
 - iii. the Data/information being inadequate, inaccurate, incorrect, untrue, erroneous or misstated for any reason, including:

- (aa) any of our act or omission or any other person (including any delay in or failure to update or notify of any changes to the Data/information); or
- (bb) any technical, hardware or software failure, interruption, breakdown or error.

15. To the fullest extent permitted by law, you shall fully indemnify us from and against all claims, expenses, legal actions and liabilities which may from time to time be brought against or incurred by us in relation to the disclosure or transfer of any Data/information. The amount of the liabilities indicated by us shall be conclusive, unless it is obviously incorrect. This clause applies whether or not the any facility, service or accommodation have been utilized, cancelled or terminated.

15. Termination of CRC Facility

- a. You may terminate your CRC Facility by writing to us and give us no less than thirty (30) days notification and:
 - i. returning to us all CRC cheque books and unused CRC cheques and the Debit & ATM Card issued in respect of your CRC Account;
 - ii. ceasing to use all facilities and services relating to the CRC Account (including the phone banking service); and
 - iii. paying the CRC outstanding balance (including such CRC outstanding balance incurred before we receive your CRC cheques, CRC cheque books and/or Debit & ATM Card) and such other sums owing to us under the CRC T&C in full,

where upon doing so your CRC Account will be terminated at any time, subject to Early Termination Fee. Unless and until your CRC Facility is terminated, we have the discretion and as we deem fit, to honour or dishonour, any CRC cheque drawn by you or allow or refuse any transaction (whether effected by the use of the Debit & ATM Card or via the phone banking service or otherwise) under any service or facility provided in connection with your CRC Facility.

- b. We may, at any time, terminate your CRC Facility by giving you the Requisite Notification for termination of the CRC Facility. By the specified termination date, you must:
 - i. return to us all CRC cheque books and unused CRC cheques and the Debit & ATM Card issued in respect of your CRC Account;
 - ii. cease to use all facilities and services relating to the CRC Account (including the phone banking service); and
 - iii. pay the CRC outstanding balance (including such CRC outstanding balance incurred before we receive your CRC cheques, CRC cheque books and/or Debit & ATM Card) and such other sums owing to us under the CRC T&C in full.

From the specified termination date, the CRC Facility will be cancelled, and you will no longer be entitled to operate the CRC Account or any of the services provided under the CRC Facility.

- c. The CRC Facility and the CRC T&C are subject to review at any time and from time to time as we deem fit irrespective of whether or not an Event of Default has occurred or is continuing. Upon such review, we may, with or without given you the Requisite Notification:
 - i. suspend or cancel the whole or any part of the CRC Facility;

- ii. declare the CRC outstanding balance to be immediately due and payable and/or require you to procure the release and discharge of us from all and any liability or obligation to make any payment from the CRC Facility to any person;
 - iii. vary the form, nature, manner, limit, terms and/or conditions of the CRC Facility; and/or
 - iv. without prejudice to the generality of this paragraph (c), impose additional terms and/or conditions in respect of the CRC Facility;
- d. In addition to, and without affecting, our right to terminate under paragraph (b) above, each of the following events is an "Event of Default":
- i. a default by you in the payment of any amount due and payable to us (whether principal, interest or fees and charges, whether under the CRC Facility or otherwise), whether formally demanded or not;
 - ii. a default by you under any other provision in these Customer's Terms and Conditions which is not capable of remedy or if being capable of remedy, is not remedied within seven (7) days of such default or after being required to do so by us;
 - iii. any representation, warranty or condition made or implied by you to us is incorrect or misleading in any material aspect;
 - iv. any proceeding is instituted by or against you, or any order is made by any competent court or other appropriate authority or any step is taken for your bankruptcy or for the appointment of a trustee in bankruptcy, liquidator, receiver,
 - v. any proceeding is instituted by or against you, your committing any act of bankruptcy or becoming bankrupt, or a bankruptcy petition is filed against you or entering into any composition or arrangement with or for the benefit of your creditors, any order is made by any competent court or other appropriate authority or any step is taken for your bankruptcy or for the appointment of a trustee in bankruptcy, judicial manager or trustee for any part of your property, revenues or undertaking or allowing any judgment against you to remain unsatisfied for a period of seven (7) days from the relevant date thereof;
 - vi. any legal proceeding, suit or action of any kind (including any bankruptcy, judicial management or other insolvency proceedings) is threatened, instituted or exists against you in any jurisdiction;
 - vii. there is any material adverse change in your financial position or other condition which in our opinion may affect your ability to comply with any of your obligations under these Customer's Terms and Conditions, security document or any other agreement, document or instrument or arrangement between you and the Bank;
 - viii. your becoming insane or if you die;
 - ix. you being prosecuted under any law or being committed to serve any custodial sentence;
 - x. you being listed as a bad cheque offender under the DCHEQS guidelines issued by Bank Negara Malaysia or with any credit bureau whether or not established or approved by Bank Negara Malaysia, any governmental or regulatory authority or body;
 - xi. any of your indebtedness owing to us or any other financial institution(s) becoming capable, in accordance with the relevant terms thereof of being declared due prematurely by reason of a default by you;
 - xii. we reasonably believe that you or someone else (whether with your notice, consent or otherwise) is using an account or accounts with us illegally;
 - xiii. your CRC Account is not, in our opinion, conducted in a satisfactory manner and our opinion cannot be questioned;
 - xiv. any expropriation, attachment, sequestration, distress or execution affects any of your property or assets;

- xv. any other events occur which in our sole opinion could or might affect or prejudice your ability or willingness to comply with all or any of your obligations under the CRC T&C;
- xvi. you using the CRC Facility for business or commercial purposes without notifying us and without our prior consent;
- xvii. it is or becomes unlawful for you to perform any of your obligations under the CRC T&C;
- xviii. you repudiate any of the CRC T&C or evidence an intention to repudiate a CRC T&C;
- xix. we become entitled to terminate any service or facility under the CRC T&C;
- xx. we are required under law or directives or guidelines of the appropriate authorities in Malaysia to close your CRC Account or cease to continue the banker-customer relationship with you;
- xxi. we are unable to contact you at your address or contact details last known to us, or you fail or refuse for any reason to provide instructions in respect of any request or as required under the CRC T&C, any security document or any agreement, document or instrument or arrangement between you and the Bank, within such timeframe as may be acceptable to us; and
- xxii. you suspend or cease to carry on all or a material part of your business.

On and at any time after the occurrence of an Event of Default we may by notice to you:

- i. cancel the CRC Facility whereupon you must not utilise any service or effect any transaction;
- ii. cancel, close and/or freeze any other account(s) you may have with the Bank, including any Credit Card account(s) and the Bank may exercise its rights and remedies under these Customer's Terms and Conditions 3, including Clause 18 below;
- iii. declare that all or part of the CRC outstanding balance is immediately due and payable;
- iv. In addition to, and without affecting, paragraphs (b) and (c) above, if we determine that the introduction or variation or change in interpretation or application of any law, regulation or official directive (whether or not having the force of law) makes it unlawful for us to maintain, fund or give effect to our contractual obligations, we will give notice of such determination to you, stating that the CRC Facility will be cancelled and you must immediately repay all monies agreed to be paid by you under these Customer's Terms and Conditions;
- v. Upon termination of your CRC Account for any reason, we may mail to you at your address referred to in clause 16, a draft or cheque drawn in Ringgit in respect of the credit balance (if any) in your CRC Account immediately before termination, payable to your order. Thereafter we are not liable to you howsoever with respect to your CRC Account; and/or
- vi. Termination of the CRC Facility does not affect any obligations incurred prior to such termination, and you acknowledge that your obligations under these Customer's Terms and Conditions incurred prior to termination of the CRC Facility will continue regardless of the termination of your CRC Account by yourself or us for any reason.

16. Discretion

- a. We may, at any time in our discretion, as we deem fit and without giving any reason and without liability to you, refuse to honour any CRC cheque or permit any transfer of funds or any other transaction (effected by the use of the Debit & ATM Card or via the phone banking service or otherwise) regardless that the total CRC outstanding balance at such time would not have exceeded the credit limit of your CRC Account if the amount of such transactions were debited.

- b. We are entitled at any time in our discretion, as we deem fit and without giving any reason, refuse to re-issue, renew or replace the Debit & ATM Card and/or CRC cheque book and/or to introduce, amend, vary, restrict, suspend, terminate or withdraw any or all of the benefits, services, facilities and privileges in respect of or in connection with your CRC Account

17. Communication and service of documents

- a. (i) For the purposes of this clause 16, "Communication" means:
 - 1) any notice, request, legal process, telephone call, electronic mail (whether encrypted or not), short message services provided by telecommunications providers, or such other means and/or any other communication by the Bank to you; and
 - 2) any certificate, statement, notice, demand or other communication given by you to the Bank:
 - (aa) via the telephone ("Telephone Communication");
 - (bb) via facsimile transmission ("Fax Communication"); or
 - (cc) via electronic or digital transmission ("Electronic Communication");
- (ii) the Bank may send any Communication to you by leaving it at, or by sending it by ordinary post to your last known address (whether within or outside Malaysia and whether such address is a Post Office Box or is a place of residence or business) or by facsimile transmission to your facsimile number as may be provided to the Bank or to the Bank's solicitors.
- (iii) regardless of the above, the Bank may also contact you via telephone, electronic mail (whether encrypted or not), short message service provided by telecommunications providers, or such other means, to provide you with account related information (including informing or reminding you about the payment status). In such cases the communication will not bear any signature, and the Bank shall not be held liable for any technical, hardware or software failure, interruption, breakdown or errors arising from such communication.
- b. all Communication is deemed to have been received by you on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by ordinary post (even if it may be returned to the Bank undelivered); or on the date of transmission if sent by facsimile, electronic or digital transmission.
- c. you must notify the Bank promptly if:
 - i. you intend to reside outside Malaysia; and/or
 - ii. there is any change or proposed change in the particulars which you have given to the Bank (including your mailing, home, electronic or office address, your home, office or mobile phone number and your employment); and/or
 - iii. there is any change to the personal information contained on your credit file or report held by the Bank;and you must immediately provide the Bank with any or other information and documents as the Bank may require from time to time in its discretion, as it deems fit.
- d. 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.

You can notify the Bank by:

- i. calling CitiPhone Banking;
 - ii. writing to the address noted on your statement or facility documents; or
 - iii. being present at your branch of account and notifying the Bank's duly authorised personnel.
- e. the Bank has granted the CRC Facility or any facility in relation to it based on the personal and financial information that you have 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 these Customer's Terms and Conditions.
- f. if it shall become unlawful for the Bank to perform any of its obligations under these Customer's Terms and Conditions, the Bank shall notify you to this effect whereupon you shall upon receipt of the Requisite Notification, pay the Bank all sums which are owed to the Bank.
- g. notwithstanding anything to the contrary in these Customer's Terms and Conditions, it is agreed that any certificate, statement, notice, demand or other communication given or required to be given to the Bank may be computer generated in which case it:-
- i. need not bear any signature; or
 - ii. may contain a printed or facsimile signature.
- h. every certificate or statement and every notice, demand or other communication under this Customer's Terms and Conditions must be given:
- i. in accordance with the provisions of any applicable law;
 - ii. in accordance with the Bank's Rules and Regulations; or
 - iii. in accordance with the provisions of this clause 16.
- i. the Bank is authorised by you, but is not obliged, to rely upon and act in accordance with any Telephone Communication, Fax Communication and/or Electronic Communication which may be, or purport to be, given by or on your behalf, without inquiry or verification on the Bank's part as to the authority or identity of the person making or purporting to make such Communication beyond the verification processes outlined in paragraph (k) below.
- j. the Bank may rely upon and act in accordance with such Communication provided that:-
- (a) In the case of Telephone Communication, the person making or purporting to make such Communication has:-
 - i. quoted or keyed in:-
 - (aa) the title or number of your relevant account with the Bank and the valid and current personal identifying code or number (if any) for such account or any personal information in relation to you which was previously furnished to the Bank by you; and/or
 - (bb) 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.
 - (b) in the case of Fax Communication, such Communication:-

- i. contains the title or number of your relevant account with the Bank and bears a signature which conforms to your signature, your authorised signatory's signature or your authorised representative's signature, as the case may be, in the Bank's records; or
 - ii. satisfies such requirements as may be required by the Bank; and any combination of the above.
- (c) in the case of Electronic Communication, the person making or purporting to make such Communication has satisfied such requirements as may be required by the Bank.
- k. the Bank is entitled (but not bound) to treat the Communication as authentic and valid and fully authorised by and binding upon you, and the Bank is entitled (but not bound) to take such steps in reliance upon such Communication as the Bank may consider appropriate, whether such Communication:-
 - (i) includes Communication to pay money or otherwise to debit or credit any account;
 - (ii) relates to the disposition of any money, securities or documents;
 - (iii) relates to the change of your address or facsimile, telex or telephone number;
 - (iv) purports to bind you to any agreement or other arrangement with the Bank or with any other person; or
 - (v) commits you to any other type of transaction or arrangement whatsoever,

regardless of any error or misunderstanding or lack of clarity or details in the terms of such Communication.

- l. you agree to keep any personal identifying code or number for your account(s) with the Bank strictly confidential at all times, and must not disclose or permit it to be disclosed to any person. You must report to the Bank immediately if any such personal identifying code or number has become known to any person. You bear all the consequences arising out of your failure to comply with your obligations under this clause.
- m. all Fax Communication are to be sent to the Bank at such facsimile number as the Bank may notify to you for the purposes of Fax Communication.
- n. to the fullest extent permitted by law, you agree and undertake to indemnify the Bank and to keep the Bank indemnified against all losses, costs and expenses incurred or sustained by the Bank in connection with such Communication given via the telephone or via facsimile transmission or via electronic or digital transmission.
- o. regardless of anything to the contrary contained in this clause 16, where there are two (2) or more persons comprised in the expression "you", "your" and/or "yours":-
 - (i) any Communication given or required to be given to you in these Customer's Terms and Conditions, and which is given by the Bank to the primary account holder of the account, is deemed to be given to (and is binding on) all such persons as though such Communication had been given to all such persons; and
 - (ii) the Bank is entitled (but not bound) to treat any Communication given or required to be given to the Bank in this Customer's Terms and Conditions, and which is given to the Bank by any one or more of such persons, as having been given by all such persons. Such Communication is deemed to have been given by, and is binding on, all such persons as though such Communication had been given by all such persons;

and you hereby confirm and declare that the primary account holder is authorized to receive all such Communication from the Bank on behalf of all such persons and each such person is individually authorised to give any and all such Communication to the Bank on behalf of all such persons.

- p. any Communication from you to the Bank is irrevocable and is effective only when received by the Bank at such address or contract number as notified to you.
- q. nothing in this clause affects the Bank's right to serve legal process in any other manner permitted by law. Such legal process or document is deemed to have been received by you forty-eight (48) hours from the date it is posted, regardless of whether it is returned through the post undelivered.

For the purposes of this clause, "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.

18. Exemption of liability

- a. To the full extent permitted by law, we are not liable to you for any loss, damage, cost and expense of any nature which in any way may be suffered or incurred by you or by any other person in respect of or in connection with these Customer's Terms and Conditions and/or the CRC Account (including any loss or damage suffered or incurred by you as a result of our acting or acceding to any Communication, request or instruction under clause 16 above.
- b. We are not liable if we are unable to perform our obligations under these Customer's Terms and Conditions due, directly or indirectly, to the failure of any machine or communication system, any industrial dispute, war, pandemic, epidemic, act of nature or anything outside our control or the control of our employees and agents. If we are unable to produce or send a CRC statement to you for any reason, your liability for CRC outstanding will still continue.
- c. You will not hold us responsible or liable for any loss or damage suffered by you or any third party should any CRC cheque be paid or honoured by us for any reason regardless that the CRC Account may have been terminated for any reason and you must pay, upon our demand made at any time, the full amount of any such CRC cheque so paid or honoured.
- d. You agree that we have the discretion and as we deem fit, use such agents, contractors or correspondents to carry out or procure any of the matters or transactions governed by or contemplated in these Customer's Terms and Conditions, and we are not liable to you, to the fullest extent permitted by law, for any act or omission on the part of such agents, contractors and correspondents.

19. Appropriation of payment/Right of set-off/Consolidation

- a. We are entitled to in our discretion and as we deem fit, apply and appropriate all payments received by us in such manner or order of priority, regardless of any specific appropriation of such sums by you or any person making such payment. However, we may at our discretion apply payments received by us in the following order of priority:

- i. finance charges at the Applicable Rate;
- ii. monthly instalment amounts if you have entered into multiple instalment plans (if any) with us, (the order will start from the earliest instalment plan to the latest instalment plan taken);
- iii. all billed principal amounts of retail purchases;
- iv. all billed principal amounts of cash withdrawals;
- v. late payment charges;
- vi. service charges (including legal fees) on a full indemnity basis;
- vii. non-sufficient fund fee (dishonoured cheque fees);
- viii. all unbilled principal amounts of retail purchases; and
- ix. all unbilled principal amounts of cash withdrawals.

If, however, we are of the opinion that an Event of Default has occurred, then we may apply payments received by us in the following order of priority:

- i. all unpaid principal pursuant to your CRC Facility;
- ii. all unpaid interest accrued; and
- iii. all unpaid fees and charges.

b. In the event of:

- i. breach of an obligation to pay money to us;
- ii. your insolvency;
- iii. your or death, insanity or incapacity; or
- iv. the occurrence of an Event of Default, as defined in clause 14(d) above,

we may without liability to you to the extent permitted by law, combine, consolidate or merge your accounts and liabilities with us anywhere, whether in or outside Malaysia and whether solely or jointly with any other person after giving you the Requisite Notification

- c. We may transfer or set-off any sums in credit in such account (whether matured or not) towards satisfaction of any of your liabilities even if that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency.
- d. You authorize us to make any necessary conversions at our own rate of exchange then prevailing at the date of set-off. The consequence of accounts being combined will be that one balance remains and if that is a debit balance, you will remain liable to us for that amount.
- e.
 - a. The consequence of "set-off" is that amounts that you and we owe to each other are reduced by the same amount. We will not exercise these rights so as to cause a liability to become secured if we agree that it would not be secured.
 - b. No notice will be given to you prior to the set-off or consolidation of the your accounts, unless we intend to set-off a credit balance in your deposit account(s) against a debit balance in your CRC Account, or such notice is required by law.

- f. a. In the case of joint account(s) subject to any written agreement,, we may set-off the liabilities of any joint account holder to us on any account, whether as borrower, surety or otherwise against the credit balance in the joint account(s).
- b. Where the said sums have been incurred by only one or some (but not all) of the joint account holders, our rights under the preceding paragraph will also extend to credit balances to which all the joint account holders are singly or jointly entitled.
- g. Where monies are set-off by us following the exercise of our rights under these Customer's Terms and Conditions, you undertake that you will not, without first obtaining our prior written consent, withdraw or cause any act that would result in the withdrawal of such monies. We reserve the right to earmark such monies before the setting-off, without further reference to you or any other party to the account.

20. Indemnity

- a. To the full extent permitted by law, you agree to hold the Bank or Citigroup, as the case may be and any director, officer, employee or agent of Citibank or Citigroup, as the case may be (collectively, the "Indemnified Persons") harmless and indemnify each of the Indemnified Persons promptly on demand on a full indemnity basis, from and against any:
 - i. losses, damages, and costs (including legal costs on a full indemnity basis);
 - ii. fines and expenses (including all duties, taxes and other levies, interest, service charges and all goods and services taxes thereon (if applicable))
 - iii. fees, charges, and legal proceedings; and
 - iv. any other demands, liabilities or remedy which may arise; and
 - v. any diminution in the value of or loss or damage to any property or investments or any lost opportunity whereby the value of the same could have been increased or otherwise; and
 - vi. all other liabilities which it may incur in connection with any of your account(s) or in respect of any services or transaction.

(collectively, the "Losses").

- b. Such Losses include those arising from the following:
 - i. the Bank acting upon or carrying out any instructions purportedly given by you or your authorised signatory to the Bank;
 - ii. the Bank using any system or means of transmission, communication, transportation or otherwise carrying out such instructions (including by reason of loss, delay, misunderstandings, mistakes, distortions or duplications);
 - iii. the Bank's provision of any service to you (including the transactions contemplated under these Customer's Terms and Conditions and in connection with all or any matters or transactions in respect of an account);
 - iv. any default in repayment upon demand of any advances or other amounts made available to you or interest accrued thereon or any sum payable under these Customer's Terms and Conditions or under any other agreement, security documents or any other document whatsoever entered into pursuant to these Customer's Terms and Conditions or otherwise entered into by you in relation to your obligations to the Bank;
 - v. Any change, or breach or violation by you, of any applicable law, regulation or official directive, or any third party rights including proprietary or intellectual property rights;

- vi. the Bank enforcing or attempting to enforce any rights it may have against you pursuant to these Customer's Terms and Conditions; and
 - vii. Any breach by you of any provisions in these Customer's Terms and Conditions or such other terms and conditions as are applicable to any account, the services provided or to be provided by the Bank to you or transactions between the Bank and you, except for such Losses which result directly and solely from the Bank.
- c. The terms of this clause and all of Citibank's rights apply to, and are conferred on each of the Indemnified Persons, all of whom are entitled to enforce and enjoy the benefit of this clause to the fullest extent allowed by Malaysian law.
- d. For the avoidance of doubt, this Clause 19 and all of the rights of the Bank will apply and be available to and be conferred on each of the Indemnified Persons regardless of whether the Losses or any part thereof were caused by the Bank (other than Losses which result directly and solely from the Bank).

21. Assignment and Novation

- a. You agree to any novation of these Customer's Terms and Conditions and any other documents, assurance or guarantee related to these Customer's Terms and Conditions or with your CRC Account, which may include variation to any facilities and services available to you, or any terms securing your obligation to us, 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).
- b. You further agree that we are entitled to assign or transfer absolutely all or some of our rights, title, interests, benefits, obligations and liabilities under these Customer's Terms and Conditions or any other documents, assurance or guarantee related to these Customer's Terms and Conditions or with your CRC Account, which may include variation to any facilities and services available to you, or any terms securing your obligation to us, 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).
- c. You agree that any such novation, assignment or transfer may be carried out by giving you the Requisite Notification of the same where:
- i. Our assigned or transferred rights, title, interests and benefits be transferred to and assumed by the assignee or transferee;
 - ii. We will be fully discharged and released from our assigned or transferred obligations and liabilities;
 - iii. We will retain all rights, title, interests, benefits, obligations and liabilities not assigned or transferred;
 - iv. The assignee or transferee will be bound by identical rights, title, interests, benefits, obligations and liabilities which we assigned or transferred; and
 - v. Any:
 - o acknowledgement (including but not limited to risk disclosure statements and acknowledgements),
 - o information (including but not limited to information provided in respect of risk profiling),
 - o instruction,
 - o order,

- direction,
 - mandate or authority given by you to us in relation to your CRC Account and/or any of your account(s) with us, any facilities and services available to you, these Customer's Terms and Conditions or securing your obligations under these Customer's Terms and Conditions may be relied and acted upon by the assignee or transferee as if given by you to the assignee or transferee. You also hereby irrevocably and unconditionally undertake to execute and sign any document (if any) which may be required to give effect to the foregoing.
- vi. These Customer's Terms and Conditions are binding upon, and takes effect to your benefit and the benefit of, your estate, heirs, personal representatives, successors in title and/or any other person deriving title under them except that you may not assign your rights or obligations under these Customer's Terms and Conditions.
- d. If we notify you of an assignment, novation or transfer and you do not wish to continue your CRC Account, you may within 30 days, after we have given the Requisite Notification for the same, terminate your CRC Facility in accordance with clause 14(a) above. If you do not terminate your CRC Facility after we have given you the Requisite Notification, you will be deemed to have accepted such assignment, novation or transfer without reservation regardless of whether or not you continue to use the Debit & ATM Card, issue any CRC cheque or otherwise operate the CRC Account after the Requisite Notification.
- e. For the avoidance of doubt, you may not assign (whether in law or in equity) your rights and obligations under these Customer's Terms and Conditions (including your CRC Account) to any party without our prior written consent. Any action you take which purports to do so will be void and without effect as between you, the Bank and any third party

22. Instructions via Telephone or Facsimile Transmission or Electronic or Digital Transmission

- a. In addition to Clause 16 above and the Bank's Rules and Regulations, we are requested and authorised by you, but are not obliged, to rely upon and act in accordance with any certificate, statement, notice, demand or other communication given:-
- i. via the telephone ("**Telephone Instructions**");
 - ii. via facsimile transmission ("**Fax Instructions**"); or
 - iii. via electronic or digital transmission ("**Electronic Instructions**"); which may from time to time be, or purport to be, given by or on behalf of you, without inquiry or verification on our part as to the authority or identity of the person making or purporting to make such communication, provided that:-
 - iv. in the case of Telephone Instructions, the person in communication must have:-
 - (aa) quoted or keyed in:-
 1. the title or number of your relevant account with us and the valid and current personal identifying code or number (if any) for such account or any personal information in relation to you which was previously furnished by you to us; and/or
 2. such information or particulars in accordance with our Rules and Regulations; and/or
 - (bb) satisfied such requirements as may be required by us or provided for in our Rules and Regulations;

v. in the case of Fax Instructions, such certificate, statement, notice, demand or other communication:-

(aa) contains the title or number of your relevant account with us and bears a signature which conforms to your signature in the our records; and/or

(bb) satisfies such requirements as may be required by us or provided for in our Rules and Regulations;

vi. in the case of Electronic Instructions, the person making or purporting to make such communication have satisfied such requirements as may be required by us or provided for in the our Rules and Regulations. We are entitled (but are not bound) to treat such communication as authentic and valid and fully authorised by and binding upon you and to take such steps in connection with or in reliance upon such communication as we may consider appropriate, whether such communication includes:

- instructions to pay money or otherwise to debit or credit any account, or
- relates to the disposition of any money, securities or documents, or
- relates to the change of any of your address or facsimile, telex or telephone number, or
- purports to bind you to any agreement or other arrangement with us or with any other person or
- to commit you to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and regardless of any error or misunderstanding or lack of clarity or details in the terms of such communication.

b. You agree to keep any personal identifying code or number for any of your account with us strictly confidential at all times and must not disclose or permit it to be disclosed to any unauthorised person. You must report to us immediately if any such personal identifying code or number has become known to any unauthorised person. You must bear all the consequences arising out of your failure to comply with your obligations under this Section.

c. All Fax Instructions must be sent to us at such facsimile number as may from time to time be notified by us to you for the purposes of Fax Instructions.

d. To the full extent permitted by law, you hereby agree and undertake to fully indemnify us and to keep us fully indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by us of whatever nature and however arising, out of or in connection with such certificates, statements, notices, demands or other communications given via the telephone or via facsimile transmission or via electronic or digital transmission.

23. Compliance with Laws

a. The approval and granting of the CRC Facility is conditional upon and subject at all times to your representation that any restrictions against the Bank granting you any facilities under applicable laws, regulations or guidelines are not applicable and on the condition that we will not be in breach or contravention of any law, legislation or regulation. If at any time during these Customer's Terms and Conditions, we discover that there had been an infringement of any laws, regulations or guidelines or that the continued performance of these Customer's Terms and Conditions will be a violation of any laws, regulations or guidelines, we are entitled to immediately terminate the CRC Facility pursuant to these Customer's Terms and Conditions.

- b. You acknowledge that you are solely responsible for, and that neither we nor any other company or entity in Citigroup Organisation have any responsibility for your compliance with any laws, regulations or rules applicable to your use of any of the products and/or services in these terms and conditions including, but not limited to, any laws, regulations or rules, in our 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 your country of citizenship, domicile, residence or taxpaying status.
- c. You hereby agree to provide the Bank 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.

24. Right to restrict or refuse credit

We are entitled at any time (in our discretion as we may deem fit and with or without giving notice to you or assigning any reason) to restrict or limit your credit or refuse and otherwise withhold credit, whether in whole or in part and if we detect unusual or suspicious activity on your CRC Account or have any good reason to suspect so, we may temporarily suspend your credit privileges until we can verify the activity.

25. Our right to check credit standing

We have the right to check your credit standing at any time as we may deem fit without reference to you.

26. Telephone monitoring and recording

You authorise us to contact you by telephone about your CRC account. You agree that we may place such telephone calls using automatic dialing and that such calls will be unsolicited calls. From time to time we may monitor and/or record telephone calls between you and us. You agree that monitoring and /or recording may be done and that no additional notice to you or additional approval from you is needed.

27. Right to Outsource Debt Collection and Appoint Agent

- a. We may outsource the collection of debt for a delinquent CRC Account to a third party debt collection agency appointed by the Bank ("the Agent") to collect all sums due to the Bank from you under the CRC Facility and these Customer's Terms and Conditions.
- b. The Bank may disclose to the Agent your CRC Account and any other relevant information about your CRC Account to facilitate the collection of all sums due to the Bank by you.
- c. The Bank may sell to a third party any loan account classified as a non-performing loan.

28. Miscellaneous

(1) Amendments:

- a. We may at our discretion and as we may deem fit, amend any provisions of these Customer's Terms and Conditions at any time by giving notice. Such amendments are:

- i. binding upon you and your legal representatives, successors, assigns and the beneficiaries of your estate; and
 - ii. deemed to have been incorporated into these Customer's Terms and Conditions,
- b. The amendments are deemed to have been drawn to your attention by:
 - i. their being displayed at any of our office or branch
 - ii. their being included in your CRC statement;
 - iii. having a Requisite Notification sent to you regarding the amendments;
 - iv. their being advertised or posted on our website; or
 - v. any other mode which we deem sufficient.
- c. Just because we delay or do not do something these Customer's Terms and Conditions allows us to, it does not mean that we have waived that right.
- d. If we notify you that we have varied or changed any provisions in these Customer's Terms and Conditions and if you do not accept such changes, you may within 30 days, after we have given the Requisite Notification for the change, terminate your CRC Facility in accordance with clause 14(a) above. If you do not terminate your CRC Facility after we have given you the Requisite Notification of a change, you will be deemed to have accepted such change without reservation regardless of whether or not you continue to use the Debit & ATM Card, issue any CRC cheque or otherwise operate the CRC Account after the Requisite Notification

(2) No waiver: No failure or delay to exercise or enforce our rights, remedies and powers operates as a waiver and no waiver by us of any breach of these Customer's Terms and Conditions on your part is a waiver of any subsequent breach of the same or any other provision of these Customer's Terms and Conditions.

(3) Waiver in writing: Any waiver by us of our rights or remedies in respect of any provision of these Customer's Terms and Conditions or any breach on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.

(4) Cumulative remedies: The rights and remedies provided in these Customer's Terms and Conditions are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

(5) Partial Invalidity: If any one or more of the provisions of these Customer's Terms and Conditions are declared to be illegal, invalid or unenforceable in any jurisdiction, it will not affect the legality, validity or enforceability of the remainder of these Customer's Terms and Conditions in such jurisdiction nor the legality, validity or enforceability of these Customer's Terms and Conditions in any other jurisdiction.

(6) Entire agreement: These Customer's Terms and Conditions together with the other CRC T&C and the Welcome Letter set out our entire terms of the CRC Facility that we are offering to you in relation to your CRC Account and you acknowledge that you have not relied on any representation, warranty, term, condition or matter whatsoever not expressly contained in these Customer's Terms and Conditions (whether the same is contained in any of our application forms, promotional literature, publicity material or otherwise) in entering into these Customer's Terms and Conditions.

(7) Consent to recording: You consent to our recording of your telephone calls with us (whether made via the phone banking service or otherwise) and to their use for any purpose as we deem fit including their use as evidence in any proceedings against you or any other person.

(8) You acknowledge that your Debit & ATM Card and your T-PIN may operate any other account(s) you may have with us in addition to your CRC Account.

(9) Laws of Own Country: You must be aware of the laws in your country with regards to your banking with us in Malaysia. Citibank will not be liable for any loss or liability imposed by your country on you as a result of your non-compliance with any regulations, laws or legal process of your country.

(10) Governing law and jurisdiction: These Customer's Terms and Conditions is governed by and construed in accordance with the laws of Malaysia and you submit irrevocably to the non-exclusive jurisdiction of the courts of Malaysia but agree that, at our sole option, we may take any action in the courts or before the authorities in any other jurisdiction.

(11) Liability: Any liability that the Bank may have to you under these Customer's Terms and Conditions is limited to direct damages only.

29. Suspense Account

(1) Any money received under in respect of the CRC Facility may be placed and kept to the credit of a non-interest bearing suspense account for so long as we may think fit, without any obligation in the meantime to apply the same towards the discharge of any money or liabilities by you to us.

(2) Regardless of any such payment, in any proceedings in or analogous to liquidation, composition or arrangement, we may prove for and agree to accept any dividend or composition in respect of such money and liabilities or any part of it in the same manner as if the amount in the suspense account had not been paid, or the security under the security documents had not been created.

(3) No money or dividend so received by us will be treated as received in respect of the CRC T&C, but the full amount will be payable by you until we receive from all sources one hundred sen in the Ringgit Malaysia (MYR) on the ultimate balance outstanding against you.

(4) After we have received such ultimate balance in full, any claim by you to any excess or any securities remaining with us will be a matter of adjustment between the Bank and you and/or any other person laying claim to the same.

30. Time of the Essence

Time is of the essence of these Customer's Terms and Conditions.

31. Privacy for Consumers At Citi

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

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 personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. 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.

Your Choices At Citibank Malaysia/ Additional Services or Products

Citibank may in its discretion:

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

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

However, you can choose not to receive these materials should you so desire, by calling our 24-Hour CitiPhone Banking at the numbers found on our website or writing in to Citibank Berhad, (Ref: Privacy), P.O. Box 11725, 50754 Kuala Lumpur or logging in to Citibank Online at www.citibank.com.my to email us. Please allow 8 to 10 weeks for your request to take effect. If you would like to be reinstated, simply call our CitiPhone Banking Officers and we will gladly assist you with your request.