

## **CITIBUSINESS CARD TERMS AND CONDITIONS (effective 21 APRIL 2022)**

These are the terms and conditions governing the legal relationship between Citibank Berhad and you, in respect of all CitiBusiness credit cards issued at your request. You are deemed to have accepted these terms and conditions and are bound by them once you or your Cardholder, as the case may be, start using the CitiBusiness credit card(s). In this respect,

- (a) the activation of the CitiBusiness Card(s) or,
- (b) retaining and using the CitiBusiness Card (including for recurring Card instructions, online transactions, recurring payment set up, e-wallet transactions and payment through Samsung Pay digital wallet provision

(whichever comes first),

your or your Cardholder's confirmation on any transaction record, sales draft, credit vouchers, cash withdrawal slip, any charge record and/or return of acknowledgment of receipt slip with or without your or your Cardholder's signature will be conclusive evidence of your acceptance of these terms and conditions. **As such, you should read and understand these terms and conditions carefully before doing any of the above or allowing your Cardholder(s) to do so. Do reach out to us if you need clarification on these terms and conditions.**

We may vary, revise or change these terms and conditions from time to time and at any time. If we do so, we will give you adequate prior written notice. If, after notice of such variation, revision or changes, you decide you no longer wish to use these services, you must notify us by contacting CitiPhone Banking or giving prior written notice to us, before the effective date of such proposed variation, revision or changes. You are deemed to have unconditionally accepted such changes if you or Your Cardholder retain or use your card after the effective date of such changes.

### **Definitions and Interpretation**

- (a) In these terms and conditions, the following definitions will apply.

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

*"ATM"* means automated teller machine.

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

*“Authorised Owner”* means the individual whom you have designated in writing as being authorised to apply for the Card Account and perform all administrative duties for and on your behalf, including giving us instructions (oral or in writing) and settling all payments due under the Card Account. For the avoidance of doubt, any provisions in these terms and conditions affecting or relating to the Authorised Owner in his capacity as Authorised Owner and not as a Cardholder, if applicable, will be binding on you.

*“Authorised Signatory”* means the individual or individuals, including the Authorised Owner, whom you have designated in writing as being authorised to give instructions and perform all administrative duties for and on your behalf. This includes settling all payments due under the Card Account and instructions to us to do so must be in writing. For the avoidance of doubt, any provisions in these terms and conditions affecting or relating to the Authorised Signatory in his capacity as Authorised Signatory and not as a Cardholder, if applicable, will be binding on you.

*“Business”* means the business entity which may be a corporation, partnership, sole proprietorship or such business entity at whose request and for whose benefit the Card is issued and includes the successors-in-title, heirs and personal representatives, as the case may be.

*“Bank Negara Malaysia or BNM”* refers to the Central Bank of Malaysia.

*“Business Day”* refers to any day on which banks are open for business in Malaysia other than Saturday, Sunday and gazetted public holidays in Malaysia.

*“Card” or “Citibusiness Card”* means the Citibusiness Card (including a physical, digital or virtual card i.e. without plastic such as digital equivalent of a Card), contactless device or other device (including a code or account number to be used for a transaction) issued by us to permit you to obtain credit under these terms and conditions.

*“Card Account”* means the Mastercard® and/or VISA Citibusiness credit card account which we have opened in your name and include all Sub-Accounts to record transactions under these terms and conditions unless expressly provided otherwise.

*“Cardholder”*, unless stated otherwise, means any individual or individuals who have or have been issued a Card or Cards under the Card Account.

*“Citibank Online”* means the online banking service provided by us registered in your name that permits you to access certain banking services via the internet.

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

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

*“CitiPhone Banking”* means the telephone banking service provided by us that permits you to access certain banking services via the telephone.

*“Credit Limit”* means the limit of the credit granted by us to the Business under the Card Account and includes all Sub-Limits, if applicable.

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

*“Current Products Payment Sum”* means the total of all monthly instalments which are due and payable by you to us, in accordance with the terms and conditions of the products implemented, amended and/or substituted by us, which are shown as due in the statement or in any other written notice communicated by us to you.

*“Guarantor”* means one or more of those individuals and/or corporations as we may have identified or will identify as being required or who has or have agreed to stand as guarantor(s), to guarantee the repayment of all amounts due and owing to us under or in connection with the Card Account. This will include his/their estate, heirs, personal representatives, successors-in-title and permitted assignees. If the term “Guarantor” comprises of more than one individual and/or corporation, the liability of these individuals and/or corporation shall be joint and several.

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

*“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.

*“Shared Limit”* means the Credit Limit which you have elected to be shared by all Cardholders, without assigning any specific Sub-Limit to any Cardholder, provided that the total amount incurred by all Cardholders does not exceed the Credit Limit at any time.

*“Sub-Account”* means the sub-account which you have assigned to the Cardholder, under the Card Account.

*“Sub-Limit”* means the sub-limit which you have assigned to the Cardholder, if applicable, from the Credit Limit, provided the aggregate of all Sub-Limits does not exceed the Credit Limit.

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

*“Third Party Service Provider”* means a third party selected by Citigroup Inc, Citigroup Organisation, we and/or their/our officers, directors, employees, agents, representatives and/or professional advisers, to provide services to them/it and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call centre service providers.

*“Visa”* or *“Visa International”* means VISA International Service Association, an association incorporated in the State of Delaware, United States of America with its registered office at 900, 901, 800, Metro Center Boulevard, Foster City, CA 94404-2172, United States of America of which we are a member institution and includes its successors-in-title and assignees.

*“We”, “Us”, “Our”, “the Bank”* and *“Citibank”* means Citibank Berhad (Registration No. 199401011410 (297089-M)), the issuer of the Card(s).

*“your Other Bank Accounts”* means your other bank account(s) with us apart from the Card Account and includes any joint account with a third party and account(s) with us for any banking facilities granted to you solely or jointly with a third party.

*“You”, “Your”, “Yours”* and *“Customer”* means all persons responsible for complying with these terms and conditions, including the person who applied to open the Card Account, Sub-Account and the Cardholder individually in respect to the Card issued to them, or the Business whose Card Account is maintained with us and at whose request a Card is issued to a Cardholder, or both, the Guarantor, the person to whom we address statement of accounts to and will, where the context so permits, include the Authorised Owner and the Authorised Signatory.

- (b) In these terms and conditions, words in singular include the plural and the other way around.
- (c) In these terms and conditions, if a word is defined another grammatical form of that word has a corresponding meaning.
- (d) Any right, entitlement, discretion, liberty or power which may be exercised or any determination which may be made under this agreement by us (including any opinion of, requirement by, and matter or circumstances acceptable to us, any determination of any

period or duration of time by us and any objection issued by you) must be reasonably exercised by us or made in our reasonable discretion. To the fullest extent permitted by law, we are not obliged to give any prior written notice or reasons for such exercise or determination.

Where required by law, any notice to be given by us shall be given adequately in advance and in writing.

## **1 Evidence of Acceptance**

- 1.1. You accept our offer to enter into this Citibusiness Card Terms and Conditions and agree to the terms and conditions by activating your Card Account or Card or by retaining and using the Card (including for recurring transactions, online transactions, recurring payments and setting-up, e-wallet or digital wallet transactions/ provisioning) (whichever comes first).
- 1.2. The use of any Card and the operation of the Card Account is subject to our prevailing terms, conditions and regulations governing your Other Bank Accounts with us (including your joint account with a third party), if applicable, Bank Negara Malaysia Guidelines and Directives, Foreign Exchange Policy and any relevant laws for the time being in force.

## **2 Sub-Account, Card Account and Related Liabilities**

- 2.1. You will not be issued a Card under the Card Account (but excluding the Sub-Account). However, at your request and at our discretion, a Card may be issued to an individual whom you have nominated to be a Cardholder, provided that the total number of Cards issued does not exceed ninety-nine (99) at any point in time.
- 2.2. Each Cardholder will have a Sub-Account which all transactions effected by the Cardholder through the Card and fees/charges imposed in respect of the Card will be charged to.
- 2.3. The Card Account is made up of all Sub-Accounts and all amounts incurred under each Sub-Account will automatically be deemed to be incurred under the Card Account.
- 2.4. You are solely liable for all amounts due and owing under the Card Account including each Sub-Account, even if any Cardholder has breached or exceeded the authority which you have given to such Cardholder.

## **3 Using the Card and the Credit Line**

- 3.1. The initial Credit Limit granted to you and the Shared Limit or the Sub-Limit assigned to the Cardholder will appear on the respective Card carriers.
- 3.2. If you have assigned a Sub-Limit to each Cardholder, you may vary the Sub-Limit of each Cardholder at any time, provided the total of all Sub-Limits is less than or equal to the Credit Limit given to you.

- 3.3 We may change the Credit Limit at any time at our discretion as we deem fit (for example upon periodic review or assessment of the conduct of your Account). We will notify you of any new Credit Limit through the billing statement sent to you or by sending you a notice by any mode of communication as we deem fit (including post, electronic mail, digital transmission and short messaging service). However, any change(s) may take effect before your receipt of notification from us. You may request a change to the Credit Limit by contacting us through CitiPhone Banking or sending us written instruction to the address set out in Clause 21 below, via electronic mail and any other modes of communication which we may designate from time to time with notice to you.
- 3.4 If the Credit Limit, the Shared Limit and the Sub-Limit assigned to each Cardholder is observed, each Cardholder is allowed to make retail purchases wherever the Card is honoured and/or obtain a cash advance from our bank counters or ATM which accept the Card.
- 3.5 The total amount charged to the Card Account, including purchases, balance transfers, cash advances, finance charges, fees and any other charges, must not exceed the Credit Limit. However, you must still pay us if that total amount exceeds the Credit Limit. At our discretion as we deem fit, we may approve transactions that cause the Cardholder and you to exceed the Sub-Limit, the Shared Limit and/or the Credit Limit, without waiving our rights under these terms and conditions.

#### **4 Authorised Owner and Authorised Signatory**

- 4.1 In relation to the Card Account, we will only recognise and accept instructions and/or communications given to us by the Authorised Owner and/or Authorised Signatory whose instructions and/or communications will be deemed to be from you. Instructions and/or communications from the Authorised Owner may be oral or in writing but if it originates from the Authorised Signatory, it must be in writing.
- 4.2 If we receive contradictory instructions from the Authorised Owner and the Authorised Signatory, the Authorised Owner's instructions shall prevail. However, if we have already acted upon any instructions, we shall be entitled to ignore any subsequent contradictory instructions even if they are from the Authorised Owner.
- 4.3 All communications, information, documents and the Card if given to the Authorised Owner will be deemed as given to you. It is sufficient if any communications, information, documents and/or the Card required to be given to you, is given to the Authorised Owner.
- 4.4 In relation to each Sub-Account, we will only recognise and accept instructions and/or communications made orally or in writing to us if they are given by the relevant Cardholder of the Sub-Account, unless such instructions relate to any increase in his Sub-Limit, Shared Limit and/or the Credit Limit. This does not affect the authority given to the Authorised

Owner and Authorised Signatory under these terms and conditions. Regardless of the above, we have the discretion to decide whether to act on any instruction or communication from any Cardholder.

- 4.5 The Bank may refuse to act on any instructions given by the Authorised Owner, Authorised Signatory and/or you if such instructions are inconsistent with any applicable law, rule or other regulatory requirement of any jurisdiction, domestic or foreign, or any agreement entered into with and between Authorities or if we (or Citigroup Inc, Citigroup Organisation or our or their Third Party Service Providers) reasonably believe that by carrying out the instructions we (or Citigroup Inc, Citigroup Organisation or our or their Third Party Service Providers) might break a law or regulation or other duty that applies to you or them as well as block the Card Account(s), any payments and/or transactions.

## 5 Card

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

- (i) You must deliver the Card to the Cardholder together with these terms and conditions;
- (ii) You must ensure that the Cardholder reads and understands these terms and conditions before using the Card; and
- (iii) You must ensure that the Cardholder signs on the Card.
- (iv) You will be prompted to activate the Card;
- (v) You must create a PIN within the time frame stipulated by us, via interactive voice response (IVR) channel, secured online channels or any other secured channels specified by us and within the period notified by us; and
- (vi) You must and must ensure that the Cardholder must treat the PIN as strictly confidential and you must not and must ensure that the Cardholder must not disclose the PIN to any person under any circumstances or by any means, whether voluntarily or otherwise.**

5.2 At all times, the Card remains our property and upon our or our authorized agent's reasonable request (for example if we discovered unauthorized use on the Card), the Card must be returned to us immediately. Upon expiry of the Card, you must cut the expired Card into several pieces across the magnetic strip and the microchip embedded in the Card (if any) so that those components are completely damaged under the following circumstances:

- (i) at our reasonable request; or

- (ii) when the Card Account is closed; or
  - (iii) when the Card is cancelled or expired; or
  - (iv) when your or the Supplementary Cardholder's authority to operate the Card Account is terminated.
- 5.3 If you have cut up your Card as required above following the expiry of the Card, your or your Cardholder may request for a new Card. It is up to our discretion whether to issue a new card which discretion will be exercised reasonably. The Card is valid as long as the Card Account is not terminated. Upon the termination of the Card Account for any reason, the use of the Card will also terminate.
- 5.4 The Card cannot be transferred to any other person. The Card cannot be pledged as security for any purpose.
- 5.5 The Card may be used in connection with the facilities made available by us, including the following:-
- (i) the payment for purchase of goods and/or services with merchants in store, by phone or online which will be charged to the Sub-Account and the Card Account;
  - (ii) getting cash at an ATM, which is a type of Cash Advance transaction which will be debited from the Sub-Account and the Card Account; and
  - (iii) any other facilities offered by us, subject to prior arrangement with us.
  - (iv) setting up recurring card instructions (also known as Auto-Billing)
- 5.6 **The Card must not be used for any unlawful activities, such as gambling or illegal online betting.** We do not owe you any duty and/or obligation to monitor and block the use of the Card for any unlawful activities. If we find that any Card has been used for unlawful activity, we will be entitled to exercise our right to terminate the Card Account and **immediately terminate the use of the Card**. Credits of any winning, unspent chips, or other values which may be used for gambling transactions will not be accepted nor credited into the Sub-Account or the Card Account.
- 5.7 The Card must only be used for legitimate business and/or commercial purposes. If we deem any business or commercial purposes as unacceptable, we are entitled to block the authorisation for the use of the Card. However, you are still liable for all amounts incurred through the use of the Card even if the Card is not used for legitimate business or commercial purposes.



- 5.8 Only the Authorised Owner may terminate the use of any Card at any time by giving us a written notice and returning the Card cut in halves or several pieces across the magnetic strip and across the microchip embedded in the Card (if any) to us at their own costs and expense. Termination of the use of a Card does not necessarily terminate the operation of the Card Account unless this is also requested in writing. No refund of the annual fee or any part of it will be made and you remain liable for any transaction effected through the use of the Card prior to its termination.

## **6 Citibank Credit Card Products**

- 6.1 We may introduce special products or programs linked or related to the use of the Card including products or programs that offer promotional rates, reduced rates or interest, interest-free days, instalment or repayments plans or other special terms as we may apply to a category of transactions. We will inform you of the terms and conditions of these products or programs at the time when they are introduced. The terms and conditions of these products and programs are binding on you as if they were contained in these terms and conditions. If there is any conflict between these terms and conditions and those of the special products or programs, the latter will prevail unless the terms and conditions of the special products or programs state otherwise.
- 6.2 More than one special product or program may apply to the Card and/or the Card Account at the same time. We have the right to introduce and terminate any special products and programs at our discretion by giving notice to you.

## **7 Transactions with Merchants**

- 7.1 You expressly agree that we may disclose to any merchant to whom your Card is presented, or any member institution of Mastercard International, Visa International, or their successors-in-title and assigns or any interested persons, your Card account number (of any new, renewed or replaced Card) and any other information, including your last known address, which may be necessary for the use of your Card or the processing of any transactions effected through the use of your Card.
- 7.2 Without affecting the above, we are not responsible for the refusal of any merchant or member institution of Mastercard and/or VISA to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any merchant.
- 7.3 We are not responsible for goods and services purchased with the Card, whether at the merchant's premises or through any written instructions sent by mail, email or facsimile, telephone order, online internet or any other means by which you have authorised the use of the Card for the purchase of goods and services. You agree to settle all disputes directly with the merchant who honoured the Card or the relevant member institution of Mastercard and/or VISA. You are not entitled to set-off or counterclaim against us or to withhold payment to us on account of such complaint or under any circumstances in

respect of the claim against the merchant or the member institution of Mastercard and/or VISA.

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

## **8 Auto-Billing Service**

For the purpose of this Clause: -

“Service” means the auto-billing service which you or the Cardholder have/has registered with us or the Merchant(s) in relation to payments due to the Merchants under which you authorise us to auto-debit the Card(s) of such amount(s) for purposes of making recurring charges to the Merchant(s) on a monthly basis or at other intervals as instructed by you or the Cardholder in writing from time to time.

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

- 8.1 If your Card number is changed as a result of the Card being cancelled or replaced for such reasons such as fraud, lost or stolen card, unauthorized transactions, renewal of expiring card or upgrading of existing card, you must ensure that you or the Cardholder informs the Merchant of the new card number immediately (i) prior to the next scheduled payment or (ii) within the period of time reasonably specified by us and notified to you in advance (whichever later). Unless you or the Cardholder have cancelled or changed the details as aforesaid or expressly informed us not to transfer your recurring payment or Auto-Billing Service, you authorise us to, if we reasonably choose:
- 8.1.1 to provide your replacement Card details to the Merchant to update the Auto-Billing Service or tell the Merchant your Card has been cancelled or the account has been closed; and/or;
  - 8.1.2 when the Card has been replaced, treat the Auto-Billing Service as applying to your replacement Card and / or expiry date (as the case maybe); or
  - 8.1.3 to both paragraphs 8.1.1 and 8.1.2 above.

- 8.2 If we do that, your Card Account will continue to be debited in accordance with that Auto-Billing Service from your replacement Card except that Cardholder(s) new replacement Card number and expiry date will be used (instead of that of the previous Card) to ensure the non-interruption of the Service regardless whether you or the Cardholder(s) have activated the replacement Card or not.
- 8.3 In addition to these terms and conditions, you may also be bound by any other specific terms and conditions governing the Auto- Billing Service relationship between you or the Cardholder and the Merchant.
- 8.4 You and the Cardholder expressly authorize and consent to us to disclosing the Card details to the Merchant(s) who accepts the Auto-Billing Service. To the fullest extent permitted by law, you and the Cardholder confirm that no further consent is required and we are not liable for disclosing such information.
- 8.5 To the fullest extent permitted by law, you will indemnify us against all expenses, claims, legal actions and liabilities which we may incur or sustain as a result of providing the Service to you and where such expenses, claims, legal actions and liabilities are caused by you and/or anything ordinarily within your reasonable contemplation or control.
- 8.6 You/the Cardholder must notify us immediately upon you/the Cardholder's termination of the Auto-Billing Service with the Merchant by written notice or via CitiPhone. The Cardholder's termination of any Auto-Billing Service does not terminate your relationship with us under these terms and conditions. If the new Card is not issued or your Card Account is terminated for any reason, the recurring payment and our obligation to pay the Merchant under the Auto-Billing Service will terminate immediately in which you or the Carholder will be responsible for paying the remaining recurring payments directly to the Merchant by other means.
- 8.7 Regardless of the Service and our transferring of your/ the Cardholder's existing instructions to ensure non-interruption of the Service to you/ the Cardholder, you and the Cardholder remain fully responsible to comply with all terms and conditions between the Merchant and you/the Cardholder in the relevant underlying contract(s) between yourselves and your/the Cardholder's obligations set out in such contract(s) will continue to be binding between the Merchant and you/the Cardholder.
- 8.8 We can refuse to act on any Auto-Billing Service or any request to set up, change or cancel an Auto-Billing Service if there is a dispute between you/Cardholders and/or the Merchant.

## **9 Internet Transactions**

- 9.1 If the Cardholder uses the Card to purchase goods and/or services through the online internet sites or portals (including through any computer or mobile device), the Cardholder

is solely responsible for the security of such use at all times. You agree that the entry of the Card information on the Internet is sufficient proof that instructions were given for the use of the Card.

9.2 We are under no obligation to verify the identity or the authority of the person entering the Card information beyond any verification we may conduct in accordance with Clause 21.10 below. We are not liable for acting on such use of the Card, regardless of whether the person who entered your Card information is authorised to do so, and regardless of the circumstances prevailing at the time of the transaction.

9.3 However, we may, as we reasonably deem fit, choose not to carry out any transactions over the Internet if we have any reason to doubt its authenticity or if in our reasonable opinion, it is unlawful or otherwise improper to do so or for any other reason.

## **10 “PIN & PAY” Transactions, “Contactless” Transactions, ATM Transactions and Electronic Banking Services**

10.1 For cash advances or withdrawals via ATMs, you must dip your Card into the ATM slot, followed by entering your PIN.

10.2 For transactions at merchant terminals or any point-of-sale (POS) at which your Card is used, to permit you to receive authorisation for a Card transaction to purchase goods or services from a merchant, you are required to enter your PIN, where applicable.

10.3 In this respect, when you use your PIN:-

- (i) you agree that the PIN may be used to identify you and that you authorise the transaction; 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.

10.4 You should not keep any written record of your PIN at any place or manner which may enable a third party to have access and/or make use of your Card. Failure to comply with this requirement will expose you to the consequences of theft and/or unauthorised use of your Card, for which we will not be in any way liable. We will also not be liable for any claims from any party and/or liabilities arising from the use of your PIN, regardless whether such use is authorised.

10.5 Some Cards may have “contactless” features and can be used to make payment for goods or services with contactless readers, terminals or POS devices, by waving the Card or bringing the Card in proximity with such devices. Such contactless payment is subject to a predetermined maximum amount for each contactless transaction. These Cards and related

devices may carry Mastercard “PayPass” or Visa PayWave logos and branding or such logos or brands which the Bank or Mastercard or Visa may decide from time to time. Unless informed otherwise, contactless transactions may not require:-

- (i) your signature on any sales slips, terminal or POS device;
- (ii) the microchip embedded in the Card, if any, to be read by such devices; or
- (iii) a PIN to authorise such transaction(s).

10.6 Notwithstanding that, you agree that we can, where reasonable, choose not to process a contactless transaction(s) (for example where the Card Account have insufficient credit limit) even if such transaction(s) does not exceed the predetermined maximum amount for each contactless transaction or any amount specified by us or prescribed by Bank Negara Malaysia from time to time. If you wish to make a contactless payment above the predetermined maximum amount for each contactless transaction, you are required to enter your PIN (or any other accepted method for authorizing the transaction) for transactions at merchant terminals or any POS at which your Card is used. If you wish to reduce the predetermined limit or disable contactless payment / transaction feature, please contact us via CitiPhone Banking or any other means as we will notify you from time to time.

## 11 Citibank GIRO Service

11.1 The terms and conditions in this section govern the use of the Citibank GIRO Service (as defined below) which are to be read together with these CitiBusiness Card Terms and Conditions, as well as any other rules and regulations binding on us, including the rules, regulations, manuals and/or guidelines of any funds transfer system to which we belong. Please visit our website at [www.citibank.com.my](http://www.citibank.com.my) for more information.

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

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

- (iii) **“Funds Transfer Instruction”** means the instruction given by you via any Mode to debit funds from either your checking, saving accounts or Card Account maintained with us and to credit into a Funds Account through the Inter-bank GIRO System.
  - (iv) **“GIRO”** means the Citibank Inter-bank GIRO service effected through the Inter-bank GIRO System.
  - (v) **“Inter-bank GIRO System”** means a funds transfer payment system operated by Payment Network Malaysia Sdn. Bhd. (including its successors in title and assigns) to allow you to request your bank to make inter-bank payments or collect payments to either your own account or any third party account(s) maintained with a Participant.
  - (vi) **“Mode”** means any mode including over-the counter, Citibank Online, CitiPhone Banking or such other mode as may be prescribed and made available by us from time to time.
  - (vii) **“Participant”** means any bank or financial institution (other than Citibank) licensed under the Financial Services Act, 2013 (as may be amended or superseded from time to time) carrying on banking business or banking and finance company business in Malaysia which is a participant to the Inter-bank GIRO System.
  - (viii) **“Statement of Account”** means the consolidated statement of account, or statement of account, issued by us every month to you setting out transactions of your Account(s).
- 11.3 You will be able to access the GIRO service via any Mode and in accordance with the procedures and terms and conditions as may be prescribed by us.
- 11.4 The minimum and maximum amount of funds that may be transferred through GIRO will be as prescribed by us and may vary from one Mode of GIRO to another Mode of GIRO through your facilities.
- 11.5 To use GIRO, you must complete and submit to us the Funds Transfer Instruction in such form as we may prescribe and will include all such information as reasonably required by us. Upon submission of the Funds Transfer Instruction, such Funds Transfer Instruction will be deemed fixed, finalized, effective and binding on you save for fraud or manifest error.
- 11.6 The duly completed Funds Transfer Instruction received by us will be processed at such designated times on the Business Day on which the instruction was issued, or by the next Business Day, or such other day as at our reasonable discretion with prior notice to you.
- 11.7 You are responsible to pay for all service charges, transaction fees and/or any other amounts imposed by us in respect of the GIRO service. We are entitled to vary such service charges, transaction fees and/or impose additional fees or charges from time to time as we

think fit by giving you adequate prior written notice.

- 11.8 The processing of the Funds Transfer Instruction by us is also subject to the terms and conditions and/or approval of the Participant with which the Funds Account is maintained.
- 11.9 You are responsible to nominate and ensure that the Funds Account is a designated account capable for the receiving, payment and/or collection of funds via GIRO. It will be your responsibility and not ours to ensure the accuracy of the particulars of the Account(s) given to any Participant either by you or a third party so as to enable a successful transfer of funds from the relevant Funds Account into the relevant Account(s).
- 11.10 You are responsible to ensure that your Account(s) have the available funds (and where the context indicates, available credit limit) for transfer at the time of processing of the Funds Transfer Instruction. We are not obliged to carry out any payment instructions unless the Account(s) have sufficient funds (and where the context indicates, available credit limit).
- 11.11 We are not obliged to inform you of any rejection of any Funds Transfer Instruction. The onus lies with you to ensure that all details and particulars of the Funds Account are accurate and complete.
- 11.12 We are not obliged to inform you of any receipt of funds through GIRO in your Account(s) upon receipt of the funds or the outcome of any remittance of funds from the Account(s) to the Funds Account. Such information may be obtained by you through Citiphone Banking or Citibank Online or your statement of account.
- 11.13 By providing the GIRO service:
  - (i) to the fullest extent permitted by law, we will not be responsible or liable for any loss, claim, cost, action or damage incurred or suffered by you and/or any third party as a consequence of the use of the GIRO service save where such loss, claim, cost, action or damage is caused by any breach or negligence by us; and
  - (ii) To the fullest extent permitted by law, you will indemnify us against, any loss, damage or embarrassment caused by you or Your Cardholder and/or anything ordinarily within your reasonable contemplation or control which may include the following situations:
    - (a) where the other Participant to which the Funds Transfer Instruction has been made to, has delayed, rejected, refused or is otherwise unable to accept such Funds Transfer Instruction if such delay, rejection, refusal or inability is due to your act, omission, default or negligence and/or us acting upon your instructions;

- (b) where you failed to maintain sufficient funds in the Account(s) to give effect to the Funds Transfer Instruction;
- (c) where you failed to provide us with the timely, complete and correct information for the Funds Transfer Instruction including the particulars of the Funds Account(s);
- (d) where an order of court, governmental directive or regulation or legal requirement directs us to prohibit withdrawals from the relevant Account(s);
- (e) the occurrence of any other circumstances (such as force majeure or improper handling of payments by a third party) preventing the processing of the Funds Transfer Instruction save where any loss or damage is caused by any breach, error, omission or negligence by us;
- (f) where there is any destruction or alteration of the Funds Transfer Instruction by you through no fault of ours; or
- (g) where there is any failure to credit the Account(s) with funds arising from instructions received from a Participant through the Inter-bank GIRO System for any reason whatever.

11.14 We reserve all rights to amend these terms and conditions, and to cancel, terminate or suspend the GIRO service from time to time as we reasonably deem fit by giving adequate prior written notice to you, where possible. See clause 35 below for further information on how any changes to these terms and conditions may be effected.

11.15 Our decision on all matters relating to the GIRO service will be final and binding on you save for fraud or manifest error.

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

12.1 Save as provided below, you shall be and shall remain liable to us for all transactions effected for all goods and services by any merchants and all cash advances or withdrawals, effected through the use of your Card whether or not such usage is authorised by you.

12.2 You must ensure that the Cardholder takes all reasonable steps and precautions. to keep the Card and PIN secured at all times, including at your place of residence. These include (but are not limited to) not:

- (i) disclosing your and/or the Cardholder's Card details or PIN to any other person;
- (ii) writing down your and/or the Cardholder's PIN on the Card, or on anything kept in close proximity with the Card, which could be lost or stolen with the Card or on



anything and anywhere which could be understood by any other person as the PIN to your and/or the Cardholder's Card;

- (iii) using a PIN selected from your and/or the Cardholder's birth date, identity card, passport, driving licence or contact numbers;
- (iv) allowing the Card to be out-of-sight; and/or
- (v) allowing any person to use the Card and/or PIN

12.3 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 Card is lost, stolen, an unauthorised transaction had occurred and/or there has been a disclosure of your PIN.

12.4 In the event of any loss, theft of the Card, and/or disclosure of the PIN to any person, you must, if so requested by us, provide us with your written confirmation of such event and/or forward us a copy of the police report made by you of the loss, theft of the Card and/or disclosure of the PIN to any person no later than seven (7) days from the occurrence of such loss theft, unauthorised use of the Card and/or disclosure of the PIN.

12.5 All charges arising from transactions carried out through the Card, whether authorised or not, including all cash withdrawals and advances, are deemed to have been made by the Cardholder. You are liable for all such charges once the Card has been delivered to you or your Cardholder. For the purposes of this Clause 12, until you or the Cardholder have reported loss, theft, unauthorised use of your Card and/or disclosure of your PIN immediately, the Bank's records of any transaction effected through the use of your Card is conclusive and binding on you save for fraud or manifest error (for example, fraudulent or wrong entries).

12.6 If the lost or stolen Card is recovered subsequently, you must ensure that the Cardholder does not use the Card so recovered. The Card must be cut into several pieces across the magnetic strip and the microchip embedded in the Card

12.7 You will be liable to us in respect of the loss, theft or unauthorized use of your Card if–

- (i) **you or the Cardholder(s) have acted fraudulently (such as by being involved in the procurement of goods or services supplied by any merchant, cash advances or ATM transactions effected through the use of your Card and/or PIN by any person);**

- (ii) you or the Cardholder(s) have delayed or failed to inform us as soon as reasonably practicable upon discovering that your Card has been lost, or stolen, or used for purposes unauthorised by you and/or your PIN was disclosed;
- (iii) you or the Cardholder(s) have recorded your PIN on the Card, or on anything kept in close proximity with the Card (which could be lost or stolen with the Card) or you or the Cardholder(s) are using a PIN selected from your or the Cardholder(s) birth date, identity card, contact number or passport;
- (iv) you or the Cardholder(s) have left the Card or an item containing the Card unattended in places visible and accessible to others (even at your or the Cardholder(s) place of residence, you or the Cardholder(s) are expected to exercise due care in safeguarding the Card); or
- (v) you or the Cardholder(s) have voluntarily allowed another person to use the Card or disclosed your or your Cardholder(s)'s PIN to another person.

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

12.9 We are not obliged to issue a replacement Card following its loss or theft. Any issuance of a replacement Card is subject to a fee that we may reasonable prescribe. For details, please visit [www.citibank.com.my](http://www.citibank.com.my) to view the Fees and Charges table.

12.10 Upon any loss, theft and/or unauthorised use of your Card or upon discovery that any person or persons have acquired knowledge of the PIN, you must immediately create a new PIN to replace your existing PIN and you may request us to issue a replacement Card. We have the right to accept or to refuse such request and if we refuse, to give you reason for such refusal (where possible).

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

13.1 Upon the expiry of the validity period of the Card or sooner, we may issue you a new replacement Card, without assigning any reason whatsoever. For security reasons, any new replacement Card(s) dispatched to you is not active. To use the Card at any card terminals, ATMs or any other point-of-sale (POS) at which the Card is used, you must first activate your new replacement Card and create a PIN (if required) via interactive voice response (IVR) channel, secured online channels or any other secured channels specified by us.

13.2 Even if you do not activate your Card, you are still responsible for paying all outstanding balances. For the avoidance of doubt, unless otherwise informed by us, non-activation of

your new replacement Card does not revoke any existing standing instructions or any other transactions (including transactions which have been performed but not posted) unless the Card or Card Account has been terminated by you pursuant to Clause 27 below. Notwithstanding, you will still be liable for any transaction on your Card due to your previous use or standing instructions. It is your responsibility to ensure that no further transactions are made on a terminated Card.

- 13.3 **Upon replacement of damaged Card, early renewal of expiring Card and upgrading of existing Card, you are under a duty to use all reasonable care, precaution and diligence to prevent the loss, theft or unauthorised use of your unexpired old Card.** All charges arising from transactions carried out through the use of your Card when it has been carelessly disposed are deemed to have been made by you and you are liable for all such transactions.
- 13.4 Even if you have exercised all reasonable care, precaution and diligence to prevent the loss or theft or unauthorised use of your Card, you will still remain liable to us if you have acted fraudulently in the use of your unexpired old Card.

## 14 Cash Advance

- 14.1 The Cardholder may obtain cash advances of an amount that we may decide up to the maximum daily withdrawal limit of RM5,000, or such any other limit as we may reasonably inform you from time to time (you may visit Citibank Online, accessible at [www.citibank.com.my](http://www.citibank.com.my) to view the available limits for cash advances) and up to the total Cash Limit, by the following means:-
- (i) presenting his Card at any of our branch or of any member institution of VISA together with evidence of his identification and signing the necessary transaction record; or
  - (ii) using his Card at any of our ATM or the ATM of any other bank or financial institution with whom we have an arrangement(s) for the use of the ATM of the said bank or financial institution (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit imposed by such other bank or financial institution).
- 14.2 For all inter-country transactions via ATM and/or any member institution of VISA, the exchange rates (if applicable) will be the prevailing exchange rates as determined by us, as we reasonably deem fit which determination will be in accordance with Section 15 below on **“Conversion for Overseas transactions”**. All such transactions must not violate the laws existing in the country where such transactions are effected.
- 14.3 The Cardholder’s use of his Card to obtain a cash advance is deemed to constitute your agreement to pay interest on each cash advance and cash advance fee as we may prescribe. Interest accrues on each cash advance from the posting date of the transaction until

repayment in full at the current rate of 1.5% per month (or 18% per annum) or such other rate as we may prescribe. A fee is also imposed on the amount of each cash advance and charged to the Sub-Account and the Card Account. For the applicable Cash Advance fee, please visit [www.citibank.com.my](http://www.citibank.com.my) (which may be revised from time to time with adequate prior written notice to you).

- 14.4 For the avoidance of any doubt, in addition to cash advance fee, we will levy finance charges at the applicable rate on cash advance withdrawals made by you as we deem fit until all outstanding balances in your Card Account have been settled. Any payments or payment transactions, for example, Interbank GIRO, made by you shall only be considered paid when the Bank has received cleared funds.
- 14.5 For the avoidance of doubt, any withdrawal of excess credit in a Sub-Account through the use of a Card or by requesting us to issue the Cardholder a cheque for such withdrawal will be treated as a cash advance. All terms and conditions relating to cash advance will apply to such withdrawal of funds.
- 14.6 The monthly statement will show the interest that has been accruing on cash advance from the posting date of the transaction until the date of repayment in full and the cash advance fee.

## **15 Conversion for Overseas Transactions**

- 15.1 All transactions (including retail transaction and/or Cash Advance) is made in foreign currency, the transaction will be converted into Ringgit Malaysia using United States Dollars as the base currency on the date on which the transaction is received and processed by Citibank and/or VISA or the relevant card payment network (“Payment Network”).
- 15.2 The currency conversion will be based on Citibank’s prevailing foreign exchange rate and/or an exchange rate determined by the relevant Payment Network. The conversion rate is subject to administration charges levied by the Payment Network and in addition, a foreign exchange conversion markup will be levied by Citibank on the converted Ringgit Malaysia amount, or such other rate as determined by Citibank and notified to you. For details, please visit [www.citibank.com.my](http://www.citibank.com.my) to view the Fees and Charges table.
- 15.3 Because of the conversion processes and the currency conversion rates used in them:
  - a) the amount that we charge you in the currency of your Card Account, Malaysian Ringgit, will usually be different to the amount that you may have calculated at the time you initiated the transaction; and
  - b) if you receive a refund of a foreign currency transaction, the amount of that refund (which will be in Malaysian Ringgit) might be different from the amount of the original transaction

- 15.4 You agree that in the event of any disputes on the conversion rates determined by the relevant Payment Network on any transactions made in foreign currency, we will not be responsible to settle such disputes on your behalf.

## **16 Fees and Charges**

- 16.1 We will charge the following fees of an amount that we may reasonably prescribe and notify you in advance (where possible), to your Card Account or Sub-Account, and which is to be paid by you to us:-

- (i) an annual fee of an amount as we may prescribe for the issue of a Card and for each renewal of a Card;
- (ii) service tax or any other taxes imposed by law;
- (iii) a handling charge as we may prescribe for a replacement card to be issued;
- (iv) a transaction and/or conversion fee or any fee referred to by any other name as we may prescribe for any foreign currency transactions;
- (v) a statement request charge as we may prescribe to be imposed in the event you make a request for any statement
- (vi) charges and fees as we may prescribe for the provision of copies of sales/cash advance drafts or any other documentation;
- (vii) monthly paper statement fee;
- (viii) such other charges and fees not stipulated above as we may prescribe.

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

- 16.3 To the fullest extent permitted by law, all fees paid to or in connection with the Card to us are non-refundable.

## **17 Statement of Account**

- 17.1 A statement will not be sent to a Cardholder unless he requests for it, in which case, we are entitled to impose a statement request charge as we may reasonably prescribe and notify you in advance.

- 17.2 A statement in respect of each Sub-Account and the Card Account will be sent to your last

known address in our records and such statement is deemed to have been received by you on the fifth (5<sup>th</sup>) day after posting. We will normally send a statement to you monthly on the statement date for active accounts, i.e. accounts which show some monetary activities within a continuous period of six (6) months for each account. The statement shows the total balance, any finance charges, fees, charges, the minimum amount due and the payment due date. It also shows amongst others your current Credit Limit and the Shared Limit or the Sub-Limit of each Cardholder, as the case may be, as well as an itemised list of current charges, payments and credits in the Card Account and each Sub-Account.

- 17.3 **Upon receipt of the statement, it is your responsibility to examine all entries in the statement and ensure that the Cardholder examines all entries in respect of his Sub-Account and as stated in the statement.** You must inform us in writing of any error, discrepancies or inaccuracies in the statement within fourteen (14) days from the date you receive or are deemed to have received the statement.
- 17.4 **Unless we receive a written notification from you within fourteen (14) days of any error in the statement, you are deemed to have accepted the entries in the statement made up to the date of the last entry in the statement** and such entries will be conclusive evidence of your liability in respect of the amounts stated therein, save where there is fraud or manifest error (for example fraudulent or wrong entries). For the avoidance of doubt, this provision only applies to you without affecting our rights to make good, correct or recover any monies mistakenly credited into the Card Account (whether by a third party or for the use of Citibank) for which you will be liable to pay over to us.

Unless you notify us in the matter stated above, the statement will be considered conclusive and binding as against you and your legal representatives and successors.

- 17.5 For the avoidance of doubt, proof of sending a written notification to us is not proof that we have received your written notification if we have in fact not received it. Subject to the requirements of applicable law, you should obtain acknowledgement of our receipt of your written notification.
- 17.6 If you dispute any transactions stated in the statement, we may as we reasonably deem fit, carry out any investigation(s) on the disputed transaction(s), in which case the following will apply:-
- (i) If our investigation(s) reveal or indicate that you are liable for any of the disputed transaction(s), we are entitled to levy the following charges:-
    - (a) an investigation(s) charge(s) as we may deem fit to charge based on the cost incurred for such investigation; and
    - (b) finance charge(s) from the date of the disputed transaction(s) until the finalisation of our investigation(s).

- (ii) No finance charge(s) and/or investigation charge(s) will be levied in the event that the investigation(s) reveal that you are not liable for any of the disputed transaction(s).

Our findings in any investigation conducted in relation to the Card Account are conclusive, final and binding on you save where there is fraud or manifest error.

For the avoidance of doubt, you may contact the Ombudsman for Financial Services should you wish to continue pursuing a claim on a disputed transaction.

## 18 How We Determine the Balance

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

## 19 Finance Charge

- 19.1 Finance charges are at the rates prescribed by Bank Negara Malaysia under its guidelines (or such other rate that may be lower as determined by us at our discretion and as we deem fit).

Transaction	Description	Annual rate (per annum)
Finance charges on retail transactions/purchases	Cardholders who promptly settle their Minimum Monthly Payment due for twelve (12) consecutive months.	15% p.a.
	Cardholders who promptly settle their Minimum Monthly Payment due for ten (10)/ eleven (11) months in the last twelve (12) consecutive months.	17% p.a.
	Cardholders who make nine (9) months or less prompt payments of their Minimum Monthly Payment in the last twelve (12) consecutive months.	18% p.a.
Finance charges on Monthly Instalments	Finance charges applicable to the Monthly Instalments are at the prevailing rate for Finance Charges for retail transactions/purchases.	Up to 18% p.a
Finance charges on Cash Advance	Daily interest will be charged on the Cash Advance fee and the total Cash Advance amount from the Posting Date until full repayment.	18% p.a

Finance charges on Balance Transfer	Up to 8.99%* per annum daily interest on the total Balance Transfer amount. *This may be offered at lower promotional rates for stated period.	up to 8.99%
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19.2 Finance charges are computed on:

- (i) all transactions charged to you in connection with the use of your Card (including retail transactions and Cash Advance) commencing from the day they are posted to the Card Account on their respective posting dates except for Monthly Instalment, where finance charge will commence from one day after posting date; and
- (ii) the unpaid balance or outstanding balances including Monthly Instalments carried forward from the previous statement or statements, commencing on the respective dates for the computation of finance charges as set out in (i) above.

19.3 Subject to any restriction imposed by Bank Negara Malaysia (including its credit card guidelines, as amended from time to time), the Finance Charges may be imposed on the portion of balances that relates to finance charges and other fees or charges (excluding late payment charge) that we carried forward from balances posted in previous statements.

19.4 No finance charge will be imposed on the full amount shown as due in the statement ("Current Balance") provided that you pay the Current Balance in full not later than the payment due date specified in the statement ("Payment Due Date"). The Interest Free Period from the statement date for new retail transactions and current month's Monthly Instalment(s) is only applicable if you make full payment on the outstanding balance from the previous month's statement of account by the Payment Due Date.

19.5 Upon receipt of the monthly statement, you may choose to pay the Current Balance in full or if you choose not to settle the Current Balance in full, you must pay as a minimum, the Specified Minimum Payment on or before the payment due date. "Specified Minimum Payment" means:

- (a)
  - (i) 5% of the total outstanding balance\* (if any);  
\*Outstanding balance refers to retail transactions amount (if any) + Balance Transfer amount (if any) + Cash Advance amount (if any) + Finance Charges and fees (if any)
  - (ii) 100% service tax (if any);
  - (iii) 100% Monthly Instalments (if any); and
  - (iv) 100% past due amount (if any);

OR

(b) RM50; whichever is higher.

If your Current Balance is below RM50, the Specified Minimum Payment will be 100% of your Current Balance.

19.6 You will be obligated to pay us a finance charge if:



- (i) you pay us less than the Current Balance;
- (ii) you make no payment on the Payment Due Date;
- (iii) you make payment after the Payment Due Date; and
- (iv) that you/Cardholder have/has taken out a cash advance

19.7 Finance charges would be at the rate prescribed by Bank Negara Malaysia under its guidelines (or such other rate that may be lower as determined by us at our sole discretion) which will be specified in the monthly statement and will be computed on:

- (i) all transactions inclusive of cash advance, charges, fees, costs and incidental expenses charged to you in connection with the use of the Card commencing from the day they are posted to the Card Account on their respective posting dates;
- (ii) the unpaid balance or balances carried forward from the previous statement or statements, commencing on the respective dates for the computation of finance charges as set out in 19.1 above; and

19.8 An interest-free period of 20 days from the statement due date for new retail transactions is only applicable for Cardholders with no outstanding balance from the previous month's statement.

19.9 If the Specified Minimum Payment amount is unpaid, partly paid or paid after the Payment Due Date, we may in our discretion as we deem fit, without affecting our right to terminate the use of the Card and the Card Account, impose such fees, finance charges and/or late payment charges as we may determine until the Specified Minimum Payment is paid in full.

## **20 Late Payment Charges**

20.1 If the Minimum Monthly Payment is not made by the Payment Due Date, a late payment charge will be levied at 1% of the unpaid balance from retail transactions and Cash Advances, subject to a minimum late payment charge of RM10 and up to a maximum of RM100.

20.2 Late payment charges are only applicable to retail transactions and cash advances. For the avoidance of doubt, Finance Charges will not be imposed on the amount of late payment charges.

## **21 Communications**

21.1 (i) For the purposes of this Clause 21, "Communication" means:

(a) any notice, request, reminder, legal process, telephone call, electronic mail (whether encrypted or not), short message services provided by telecommunications providers, or such other means and/or other communication by the Bank to you; and

(b) any certificate, statement, notice, demand or other communication given by you to the Bank:

(aa) via the telephone or CitiPhone Banking (“Telephone Communication”);

or

(bb) 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) 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 your Card Account 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.

21.2 Any Communication is deemed to have been received by you on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by ordinary post; or on the date of transmission if sent by electronic or digital transmission.

21.3 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.

- 21.4 The Bank relies on this information being kept up-to-date and complete. To the fullest extent permitted by law, 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 and we will not be responsible for any errors or losses associated with a change in Your details if we do not receive adequate notice 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.

- 21.5 The Bank has given you the Card Account based on the personal and financial information that you disclosed to the Bank. You must tell the Bank immediately of any change to your financial situation which will affect your ability to meet your obligations under the Card Account.

- 21.6 To the fullest extent permitted by law, if it will become unlawful for the Bank to perform any of its obligations under these terms and conditions, the Bank will notify you to this effect whereupon you will upon receipt of such notice pay to the Bank all sums you owe to the Bank.

- 21.7 Notwithstanding anything to the contrary in these terms and conditions, it is agreed that any certificate, statement, notice, demand or other communication given or required to be given to you may be computer generated in which case it:-

- (i) need not bear any signature; or
- (ii) may contain a printed signature.

- 21.8 Every certificate or statement and every notice, demand or other communication under these terms and conditions must be given:

- (i) in accordance with the provisions of any applicable law;
- (ii) in accordance to the Bank's rules and regulations; or
- (iii) in accordance with the provisions of this Clause 21.

- 21.9 The Bank is authorized by you, but is not obliged, to rely upon and act in accordance with any Telephone Communication and/or Electronic Communication which may be, or purport to be, given by or on 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.
- 21.10 The Bank may rely upon and act in accordance with any Communication given by or on behalf of you provided that:-
- (i) in the case of Telephone Communication, the Phone Banking terms and conditions will govern such communications and the person making or purporting to make such Communication has:-
    - (a) quoted or keyed in:-
      - (aa) the title or number of your relevant account with the Bank and the valid and current personal identifying code or number (if any) for such account or any personal information in relation to you which was previously furnished by you to the Bank; or
      - (bb) such information or particulars in accordance with the Bank's rules and regulations;
    - or
    - (b) satisfied such requirements as may be required by the Bank.
  - (ii) 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.
- 21.11 The Bank is entitled (but not bound) to treat the Communication as authentic and valid and fully authorized by and binding upon you, and the Bank is entitled (but not bound) to take such steps in reliance upon such Communication as we may consider appropriate, whether such Communication:-
- (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 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, notwithstanding any error or misunderstanding or lack of clarity or details in the terms of such Communication.

21.12 You agree to keep any personal identifying code or number for your Card Account(s) and/or any account(s) with the Bank strictly confidential at all times, and must not disclose or permit it to be disclosed to any person. You must report to the Bank immediately if any such personal identifying code or number has become known to any person. You bear all the consequences arising out of your failure to comply with your obligations under this clause.

21.13 Subject to the provisions on indemnity and 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 our reliance on such Communication given by You via the telephone or via electronic or digital transmission.

21.14 Regardless of anything to the contrary contained in this Clause 21, 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 terms and conditions, and which is given by the Bank to the Authorised Owner, 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 these 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 Communication given by all such persons;

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

21.15 Any Communication from you to the Bank is irrevocable and is effective only when received by the Bank at such address or contact number as notified to you.

21.16 Any notice or other document to be given under these terms and conditions by you to us must be in writing and may be given or sent by hand or registered post to the Bank at the address that we may notify to you in the statement sent to you or by any other means deemed suitable by us, or to the address set out below:

**By Mail**

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

**By Hand**

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

**Reminders**

- 21.17 We are entitled at any time and at our sole discretion to send you reminders in respect of the amount of the Specified Minimum Payment and the Payment Due Date each month (“Reminder”), whether or not you have requested the same, and you may be notified of each Reminder via telephone or SMS (which you may be subjected to charges by the relevant service provider(s) or telephone operator(s)).
- 21.18 You are fully aware that your receipt of each Communication/Reminder may be delayed or prevented by factor(s) affecting the relevant service provider(s), telephone operator(s), currency market(s) and any other relevant entities. You accept that we neither guarantee the delivery nor accuracy of the contents of each Communication/Reminder, and we will not be liable to you or anyone else for losses or damages arising from anything ordinarily outside our reasonable control or the control of service providers engaged by us including:
- (i) any non-delivery, delayed delivery or wrongful delivery of each Communication/Reminder;
  - (ii) inaccurate content of each Communication/Reminder; or
  - (iii) your use or reliance on the contents of any Communication/ Reminder for any purposes.

save where such loss or damage is caused by any breach, error, omission or negligence by us.

- 21.19 The information in respect of any Communication/Reminder may be subject to certain time lags and/or delays. The features of any Communication/ Reminder may at any time be varied or discontinued by us at our discretion with notice.

**22 Cheque Return Handling Fee**

We are entitled to levy an administration charge as we may prescribe if any cheque presented by you for payment is due to insufficient funds or ambiguous amount, or any other reason not caused by us which results in the cheque being faulty.

For details, please visit [www.citibank.com.my](http://www.citibank.com.my) to view the Fees and Charges table

## 23 Payments to and from Citibank

- 23.1 You must make payment of all monies, interest, fees and charges for which you may become liable in the same currency as the currency of your Card Account (which is Ringgit Malaysia), and in the manner we reasonably specify from time to time unless we tell you otherwise. We reserve the right to terminate your Card if you continue to default in the payment of the Current Balance by the Payment Due Date (including as a result of any payment being dishonoured).
- 23.2 Payment will not be considered to have been made until all relevant funds have been received for value by us and entered into our records, which could be either the actual inbound transfer or transaction date, OR on the day following receipt of payment (and until then, Finance Charges may continue to be charged). For example, if balances reflected on Citibank Online or Citi Mobile® App has captured inbound transfer or payments effected by you, payment made on non-Business Days i.e. Saturday, Sunday or gazetted public holidays in Malaysia may not enter into our records on those days.

For the avoidance of further doubt:-

- (i) any transactions via cash deposit, cheques or other negotiable instrument shall be deemed as having been made:
    - (a) if by a deposit of cash, upon verification by our designated personnel of the deposit and the amount and when the amount is entered into our records; or
    - (b) if by a deposit of cheques or other negotiable instruments upon verification by our designated personnel of the deposit, the amount and the Cardholder, you or drawer's title to such cheques and other negotiable instruments, and when the amount of such deposit in cleared funds is entered into our records.
  - (ii) the return slip generated automatically by our Cash Deposit Machine and Cheque Deposit Machine only confirms the deposit has been transacted but not the amount deposited, hence will not be treated as received for value until the amount transferred is entered into our records; and
  - (iii) any payments made by debit instruction or fund transfers, for example, Interbank GIRO, Citibank Online or CitiPhone Banking, shall be deemed as having been made, if the transfer on the day following cleared funds, our receipt of the same and/or when the amount is entered into our records.
- 23.3 Payments can be made by cash, cheques or direct fund transfer to the Card Account from your Other Bank Accounts or through the Inter-Bank GIRO system or otherwise.

- 23.4 Payment will be applied in the order of balances attracting the highest interest rate to the lowest interest rate (and in the case of same interest rate, the order will start from the earliest to the latest transaction date.
- 23.5 For the avoidance of doubt, no interest is earned on any credit balance reflected in your Card Account. Any credit balance reflected in the Card 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.
- 23.6 We may reasonably 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; or
  - (iv) any overdrawn sums on your Account(s).
- 23.7 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.
- 23.8 Where such monies and charges are payable whether or not in connection with your Card Account, any other products and/or services taken by you from the Bank, including any financing facilities, loans or overdrafts, the Bank is requested and authorised to debit all such payments from your Account(s) (if any) and you must ensure that there are sufficient monies readily available in your Account(s). In the event you specifically permit payment to be made by check, you must issue the check made payable to Citibank Berhad for [Customer Name] and marked "A/C Payee Only". In no circumstances will cash checks be issued.
- 23.9 All such monies and charges payable by you are exclusive of any sales 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.

23.10 In regard to any deduction or withholding of Taxes,

(i) If Citigroup Inc, Citigroup Organisation and/or the Bank are obliged by law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with and/or between Authorities, to deduct or withhold (whether for payment of any Taxes or otherwise) any sum from any payment payable by us to you, you authorise us to withhold and to pay the net sum over to you or to place such sum in any of your Other Bank Accounts with us or such other Account(s) as you will instruct (unless at such time there are any monies owing by you to us, in which case we are entitled to deduct the amount of monies owing).

(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 the Bank will not be required to reimburse you for any amount withheld or deducted and paid by us or a Payment Infrastructure Provider to the relevant Authorities. Further, to the extent Citigroup Inc., Citigroup Organisation, us 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 reasonable payments, plus any interest and penalties on such payments. You understand that the Bank is not required to contest any demand made by an Authority for such payments. You hereby represent that you have provided to and secured from any person that will own a beneficial interest in a payment from the Bank any notices, consent or waiver necessary to permit Citigroup Inc, Citigroup Organisation, we or any of its, their and our Third Party Service Providers to carry out the actions described in this paragraph.

23.11 Except otherwise agreed, we may convert at such rate we deem fit which determination will be in accordance with clause 15 above) 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.

23.12 If your Card Account has a credit balance at or above a certain limit for any period of time, you agree that the Bank may at its reasonable discretion, 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).

23.13 If you have any credit balance in your Card Account after termination of your Card, we shall refund to you such credit balance within 30 days from the date on which you requested for termination of your Card.

## **24 Excess of Credit Limit**

- 24.1 You must ensure that each Cardholder does not operate the Sub-Account such that the amount owing under his Sub-Account exceeds his Shared Limit or Sub-Limit, as the case may be, or the aggregate amount owing to us under the Card Account exceeds the Credit Limit without obtaining our prior written approval.
- 24.2 If the Credit Limit, the Shared Limit and/or the Sub-Limit is exceeded, we may in our discretion suspend, terminate or cancel the Card Account or the relevant Sub-Account, as we reasonably deem fit having regard to the circumstances, by giving you adequate prior written notice. If the Card Account and/or the Sub-Account is terminated or cancelled, the provisions relating to the termination will apply.

## **25 Guarantee And Indemnity**

- 25.1 The Guarantor irrevocably and unconditionally:
- (i) guarantees the punctual performance by the Business of the Business' obligations in respect of the Card Account;
  - (ii) undertakes to us that whenever the Business does not pay any amount when due under or in connection with the Card Account, the Guarantor will immediately on demand pay that amount as if it was the sole principal debtor and not merely a surety. Accordingly, the obligations of the Guarantor are valid regardless of whether any other security for the obligations of the Business has not been perfected and it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor;
  - (iii) undertakes to indemnify us immediately on demand against any cost, loss or liability suffered by us if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability must be equal to the amount which we would otherwise have been entitled to recover.
- 25.2 This guarantee is a continuing guarantee and will extend to the ultimate balance of the sums payable by the Business under or in connection with the Card Account, regardless of any intermediate payment or discharge in whole or in part.
- 25.3 If any payment by the Business or any discharge given by us (whether in respect of the obligations of the Business or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (i) the liability of the Guarantor will continue as if the payment, discharge, avoidance or reduction had not occurred; and

- (ii) we will be entitled to recover the value or amount of that security or payment from the Guarantor, as if the payment, discharge, avoidance or reduction had not occurred.

25.4 The obligations of the Guarantor under this Clause will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Clause (without limitation and whether or not known to it) including:

- (i) any time, waiver or consent granted to, or composition with any of you or other person;
- (ii) the release of any of you or any other person under the terms of any composition or arrangement with any creditor of any of you or any other person;
- (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any of you or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any of you or any other person;
- (v) any amendment (however fundamental) or replacement of any of the provisions herein or any other document or security;
- (vi) any unenforceability, illegality or invalidity of any obligation of any person under the provisions herein or any other document or security; or
- (vii) any insolvency or similar proceedings.

25.5 The Guarantor waives any right it may have of first requiring us to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this clause. This waiver applies irrespective of any law or any provisions contained in these terms and conditions to the contrary.

25.6 Until all amounts which may be or become payable by you under or in connection with the provisions in these terms and conditions have been irrevocably paid in full, we may:

- (i) refrain from applying or enforcing any other moneys, security or rights held or received by us in respect of those amounts, or apply and enforce the same in such manner and order as we see fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

- (ii) hold in a suspense account (whether interest bearing or not), any money received from the Guarantor or on account of the Guarantor's liability under this clause.

25.7 Until all amounts which may be or become payable by you under or in connection with the Card Account and the provisions herein have been irrevocably paid in full and unless we otherwise direct, the Guarantor may not exercise any rights which it may have by reason of performance by it of its obligations set out here:

- (i) to be indemnified by an obligor;
- (ii) to claim any contribution from any other guarantor of any of your obligations in connection with the Card Account; and/or
- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of our rights herein or of any other guarantee or security taken pursuant to, or in connection with, the provisions set out here.

25.8 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by us.

## 26 Events of Default

26.1 We may suspend, withdraw or terminate the Card, Card Account and/or any of the services offered in connection with the use of the Card with prior written notice, even if we may have waived our right on some previous occasion upon the occurrences of any one or more of the following events (collectively, “**Events of Default**” and each as an “**Event of Default**”):-

- (i) if any of you should fail or default in payment of any sum of money due from any of you to us at any time under the Card Account or under the provisions here;
- (ii) if any of you have failed to comply with any other terms and conditions
- (iii) if any of you are liable to us on any of your Other Bank Accounts;
- (iv) if the Card is used for any unlawful activities such as online betting and/or gambling activities;
- (v) if any of you have given any data, information, statements, representations and warranties (implied or express) in connection with these terms and conditions or any other agreement or arrangement(s) with us which is incorrect, untrue or misleading in any material aspect when made or if we reasonably believe that you have given at any time;

- (vi) if any of you commit or threaten to commit a default or breach of any agreements, covenants, stipulations, terms or conditions set out in these terms and conditions on your part to be observed and performed;
- (vii) if any indebtedness of any of you and/or the indebtedness of any Cardholder with us or any other financial institution(s) becomes capable, in accordance with the relevant terms, of being declared due prematurely by reason of a default by any of you and/or the Cardholder in any of your/his obligations, or if due on demand when demanded or the security for any such indebtedness becomes enforceable or any loan, advance or credit made available to any of you and/or the Cardholder is withdrawn. For these purposes, "indebtedness" includes any obligation (present or future, actual or contingent, direct or indirect, secured or unsecured, several or joint, as principal or otherwise) for the payment and repayment of money;
- (viii) if any of you and/or the Cardholder leaves Malaysia to take up residence elsewhere;
- (ix) if any of you and/or the Cardholder and/or the Guarantor (if applicable) dies or becomes insane, taken into custody, incapacitated or declared by any Court of competent jurisdiction or any appropriate authority to be incapable of administering your/ his/ its affairs;
- (x) if any legal proceedings, suit or action of any kind is instituted by or against any of you and/or the Cardholder;
- (xi) if any of you and/or the Cardholder are wound-up or dissolved or adjudged a bankrupt, as the case may be;
- (xii) if any legal proceedings, suit or action of any kind is instituted by or against you in any jurisdiction or any order is made by any court of competent jurisdiction, or any other appropriate authority or any step is taken for any of your and/or the Cardholder's bankruptcy, winding-up, liquidation or for the appointment of a judicial manager, or a trustee, or a similar officer is appointed of all or a substantial part of any of your assets and/or the assets of any Cardholder, as the case may be;
- (xiii) if any of you and/or, the Cardholder are unable to pay any of your debts or the Cardholder's debts as they fall due, suspend payment of these debts, enter into composition or arrangement with any of your creditors or the Cardholder's creditors (if applicable), or commit an act of bankruptcy or become insolvent;
- (xiv) if a distress, execution or other process of a court of competent jurisdiction is levied upon or issued against any of your property and/or the property of the Cardholder and such distress, execution or other process, as the case may be is not satisfied by any of you and/or the Cardholder within 21 days of such order;

- (xv) if a receiver is appointed in respect of any of your assets and/or the Cardholder's assets or any part of these assets or a meeting (whether formal or informal) is called by any of your creditors and/or the Cardholder's creditors;
- (xvi) if a judgment debt obtained against any of you and/or the Cardholder remains unsatisfied for a period of 7 days from the date of the order (other than judgment debt on which any of you or any Cardholder have obtained a stay of execution and filed a Notice of Appeal within the time prescribed by law);
- (xvii) if there is any material change in the Business' nature or scope or in the constitution, composition, management, control, shareholding or the structure of the Business, which change has not been notified and/or approved by us, which approval shall not be unreasonably withheld (as the case may be);
- (xviii) if there is a material adverse change in any of your business, assets and financial position and/or the Cardholder's business, assets and financial position;
- (xix) if the whereabouts of any of you and/or any Cardholder becomes unknown to us;
- (xx) if in our reasonable opinion, the Card Account and/or your Other Bank Accounts is or has not been operated satisfactorily;
- (xxi) if you, the Authorised Owner or the Authorised Signatory of the Business, as the case may wish to terminate the Card Account and/or the Sub-Account respectively;
- (xxii) if it becomes illegal or impossible or Bank Negara Malaysia or other governmental or judicial authority asserts that it has become illegal or impossible for any of you and/or the Cardholder to perform any obligations or for us to enforce any rights under these terms and conditions, any security document or any other agreement, document, instrument or arrangement(s) between us and any of you and/or the Cardholder;
- (xxiii) if an event or events have occurred or a situation exists which should or might in our reasonable opinion affect your ability to perform your obligations under these terms and conditions;
- (xxiv) if we in our discretion, decides to cancel or terminate the Card Account;
- (xxv) if we refuse to issue a replacement Card or renew any Card;
- (xxvi) if any Card has been used for non-business or non-commercial purposes, or if it is used for business and/or commercial purposes which we deem unacceptable to be

transacted using the Card; and/or

(xxvii) the performance of any obligation under these Terms and Conditions becomes illegal, impossible or could not be continued due to any requirements on Citigroup Inc and Citigroup Organisation including the Bank, to comply with the laws or regulations of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities that Citigroup is subject to.

- 26.2 To the fullest extent permitted by law, if where an or any Event of Default has occurred and if any of you and/or Cardholder do not remedy any Event of Default before the expiry of the time specified in any notice specifying the consequences of such default given to any of you, and/or the Cardholder or under these terms and conditions, or if there is an Event of Default that cannot be remedied, or upon termination of the use of the Card for any reason, the whole outstanding balance on the Card Account will become immediately due and payable to us and/or we may enforce our rights against the Guarantor under the guarantee and indemnity delivered by the Guarantor. In addition, all further monies debited to your Card Account after the date of such termination, including all interest, fees and charges, become due and payable upon its entry into your Card Account.
- 26.3 If we obtain judgment from any court for any sum owing under these terms and conditions, any interest, finance charge, late payment charge and any other charges payable will continue to be payable from the date of judgment until the date of full payment of the sum of money which has been adjudged as payable to us.
- 26.4 If you have committed an Event of Default or are in breach or default in respect of the Card Account or these terms and conditions, this will result in you being in breach or default of any other of your Card Account(s) and/or your Other Bank Accounts. If we are entitled to invoke remedies in respect of one Card Account, we are also entitled to invoke such remedies in respect of your other Card Account(s) and/or your Other Bank Accounts.
- 26.5 In addition to the above, on occurrence of Event of Default, we will send you a written notice stating that you are in default under this agreement and specifying the consequences of such default. If you do not remedy the Event of Default before the expiry of the time specified in the notice given to you or specified under these terms and conditions OR if there is an Event of Default that cannot be remedied, we are entitled to take the following action as we reasonably deem fit depending on the circumstances and significance of the default:
- (i) transfer, set off against, combine or consolidate any of your Other Bank Accounts with us in the manner set out in Clause 33 below toward repaying the outstanding balance and/or any sums owing by you under these terms and conditions;
  - (ii) suspend the use of the Card and Card Account;

- (iii) reduce your Credit Limit, Shared Limit and/or Sub-Limit; and/or
- (iv) close, cancel, terminate or block the use of your Card Account, in which event, all provisions in these terms and conditions relating to such termination will apply.
- (v) refuse to authorize any transaction;
- (vi) give notice of cancellation, block or refusal to any merchant;
- (vii) require you to immediately pay all or part of the outstanding balance of your Card Account

## **27 Termination**

- 27.1 You may terminate any Card at any time by giving us your written instruction.
- 27.2 We may at any time, terminate any Card with reasonable Communication to you –
- (i) as we deem fit (such as a change in law or where any of the events in clause 26.1 above applies); or
  - (ii) on occurrence of any Event of Default and if the default is not capable of being remedied; or
  - (iii) on occurrence of any Event of Default and if the default is capable of remedy, the default is not remedied within the notice period given by us to you under these terms and conditions requiring you to remedy the default.
- 27.3 Upon termination of the Card, the whole outstanding balance on the relevant Sub-Account will become immediately due and payable to us and all further monies charged to the Sub-Account after the date of such termination including all interests, fees and charges shall become due and payable upon its entry into the Sub-Account.
- 27.4 You acknowledge that your obligations under that relevant Sub-Account will only be discharged upon our receipt of your payment for the Current Balance under that relevant Sub-Account, in full.
- 27.5 Upon termination of the Card, the relevant Card must be cut in several pieces across the magnetic strip and microchip embedded in the card.
- 27.6 You may terminate the Card Account anytime by written instruction.
- 27.7 We may at any time, terminate your Card Account with reasonable Communication to you –



- (i) as we deem fit (for example, when there is any change in law or change in your risk assessment following periodic review or assessment of the conduct of your Card Account;
- (ii) on occurrence of any Event of Default and if the default is not capable of being remedied; or
- (iii) on occurrence of any Event of Default and if the default is capable of remedy, the default is not remedied within the notice period given by us to you under these terms and conditions requiring you to remedy the default.

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

27.9 Your obligations under the Card Account and these terms and conditions will continue notwithstanding the termination of the Card Account and will only be discharged upon our receipt of the total amount due and owing by you to us under the Card Account and these terms and conditions.

27.10 Upon termination of the Card Account, all Cards must be cut into several pieces across the magnetic strip and the microchip embedded in the Cards.

27.11 To the fullest extent permitted by law, if we obtain judgment from any court for any amount due and owing under these terms and conditions, any Finance Charge, late payment charge and any other charges payable will continue to be payable from the date of judgment until the date of full payment of the sum of money which has been adjudged as payable to us.

## **28 Review, Suspension, Withdrawal of Any Facilities or Terminate Use of Card**

We reserve the right at our reasonable discretion to review, suspend, restrict, withdraw and/or in circumstances if we reasonably deem fit, terminate or impose conditions for the use of the Card including all or any of the facilities provided by us in connection with the Card at any time, with adequate prior written notice to you (if possible).

## **29 Right to Restrict or Refuse Credit**

29.1 We are entitled at any time to restrict or limit the credit to you or any Cardholder or refuse and withhold credit as we reasonably deem fit (due to reasons such as non-performance of Card Account or legal action instituted against you).

29.2 If we detect unusual or suspicious activity on a Sub-Account, we may temporarily suspend the credit privileges until we can verify the activity.

### **30 Our Right to Check Credit Standing**

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

### **31 Telephone Monitoring and Recording**

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

### **32 Liens**

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

### **33 Consolidation of Accounts and Set-Off**

33.1 In the event of the occurrence of any of the Event or Events of Default (defined in Clause 26 above), we may, at any time with adequate prior written notice:

- (i) combine or consolidate any of your Other Bank Accounts with us (whether located in or outside of Malaysia and whether in Ringgit Malaysia or in any other currency); and/or
- (ii) transfer or set-off any sums standing in credit in your Other Bank Accounts (whether matured or not and including a joint account with a Cardholder/ the Guarantor and a joint account with any other person), towards discharge of all sums due to us under any of your account(s) with us even if that the credit balances and the

liabilities in any or all of your Other Bank Accounts may not be expressed in the same currency.

- 33.2 You authorise us to make any necessary conversions at our prevailing exchange rates (which will be determined by us as we deem fit in accordance with Clause 15 above), if the balances in any or all of your Other Bank Accounts and the sums due may not be expressed in the same currency. Further, you authorize us to make any necessary conversions at our own rate of exchange then prevailing at the date of set-off. The consequence of accounts being combined will be that one balance remains and if that is a debit balance, you will remain liable to us for that amount.
- 33.3 (i) 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.
- (ii) No notice will be given to you prior to the set-off or consolidation of your accounts, unless we intend to set-off a credit balance in your deposit account(s) against a debit balance in any of your Card Account(s) and/or your Other Bank Accounts, or such notice is required by law.
- 33.4 (i) In the case of joint accounts, we may set-off the liabilities of any joint account holder to us on any accounts against the credit balance in the joint accounts.
- (ii) Where the said sums have been incurred by only one or some (but not all) of the joint account holders, our rights above will also extend to credit balances to which all the joint account holders are singly or jointly entitled.
- 33.5 Where monies are set-off by us following the exercise of our rights, you undertake that you will not, without first obtaining our prior written consent, withdraw or cause any act that would result in the withdrawal of such monies. We reserve the right to earmark such monies before the setting-off by giving adequate prior written notice to you.

#### **34 Suspense Account**

To the fullest extent permitted by law, to enable us to preserve the liability of any party (including any of you, the Cardholder and/or the Guarantor), once a writ or summons or any originating process has been issued or to prove in your bankruptcy or insolvency or for such other reasons as we reasonably think fit or necessary for such purpose, we may place and keep any monies received, recovered or realized under these terms and conditions or any other security or guarantee to your without any intermediate obligation on our part to use such monies to discharge the sums due and owing to us.

#### **35 Variation Revision or Change of Terms and Conditions**

- 35.1 By giving you adequate prior written notice in accordance to BNM guidelines or any laws, regulations or directives in force for the time being, we may reasonably vary or change any of these terms and conditions.
- 35.2 Notice by us may take any written form. Any amendments or variations to these terms and conditions are deemed to have been incorporated into these terms and conditions and have been drawn to your attention by:
- (i) their being displayed at any of our offices or branches nationwide;
  - (ii) their inclusion in your monthly statement;
  - (iii) a notice of the amendments and variations being sent to you;
  - (iv) being advertised or advertisement in one issue of a daily national newspaper addressed to the general public;
  - (v) posting on Citibank Online, accessible via [www.citibank.com.my](http://www.citibank.com.my); or
  - (vi) notifying you in any other manner as we reasonably deem fit in accordance with the applicable laws and BNM guidelines.
- 35.3 Such variation applies on the effective date specified by us in accordance with the applicable laws and BNM guidelines and will apply to all outstanding balance in your Card Account, among others.
- 35.4 For the avoidance of doubt, the retention or use of your Card after the effective date of any variations, revisions or changes of/to terms and conditions is deemed to constitute acceptance of such variations, revisions or changes by you without any reservation.
- 35.5 If, after we change the terms and conditions, you decide you no longer wish to use your Card Account, you must terminate the use of the Card(s) by calling Citibank Phone Banking (CitiPhone Banking) or giving prior written notice to us, before the effective date of such proposed variation. The provisions relating to termination above will subsequently apply, followed by you cutting the Card(s) into halves or several pieces across the magnetic strip and the microchip embedded in the Card(s) (if any) so that those components are completely damaged.

## **36 Change in Constitution**

- 36.1 These terms, conditions, covenants and undertakings will remain in full force and effect regardless of any change in your and/or the Guarantor's constitution or composition or by any change by dissolution, winding-up, death, insanity, incapacity, bankruptcy, insolvency or otherwise in you and/or the Guarantor and no change of any sort whatsoever in relation to

or affecting you and/or the Guarantor will in any way affect the security, liabilities and/or obligations created hereunder in relation to any transaction whether past, present or future.

- 36.2 Without affecting the above, if any of you are partners in a partnership or firm, these terms and conditions will be binding on all persons who are partners of the firm as at the date of the opening of the Card Account, regardless that such person or persons may at any time after the opening of the Card Account cease to be a partner or partners and regardless that notice of such cessation has been given to us. For the sake of clarity, these terms and conditions will continue to be binding on all persons and/or any of the persons from time to time carrying on business in the name of or in succession to the firm although by death, retirement or admission of partners or other causes the constitution of the firm may have been in part or wholly varied.
- 36.3 These terms, conditions covenants and undertakings under will continue to bind you and/or the Guarantors regardless of any change by dissolution, winding-up or otherwise howsoever in us including but not limited to any reconstruction involving the formation of and transfer of the whole or any part of our assets to another company, whether or not such company differs from us in its objects, character or constitution.

### **37 Disclosure of Data/ your information**

37.1 You expressly agree that:-

- (i) the Bank;
  - (ii) the Bank's head office, branches, representative offices; and
  - (iii) Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider,
- are permitted to process, including but not limited to disclose, collect, use, store, transfer and share Data.

37.2 For the purpose of this clause 37, "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) the subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, security providers, persons under the trust, partners, committee members, directors, officers or authorized signatories; and
- (viii) any of your and/or security provider's accounts, transactions and dealings with Citigroup or any other party.

37.3 The purposes for which Data is collected and further processed depends on the nature of your relationship with Citigroup and the products and services you obtain from Citigroup. Purposes for which Data may be used include the following:

- (i) to verify your identity and background;
- (ii) to establish a relationship between you and Citigroup;
- (iii) to assess and process applications for products and services;
- (iv) to conduct credit checks, evaluate and monitor credit worthiness;
- (v) for evaluation and due diligence purposes;
- (vi) for servicing you and provision of products and services to you, including processing of receipts and payments, ATM services, Debit & ATM cards, credit cards, charge cards and other payment instruments;
- (vii) 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;
- (viii) to manage our business and your relationship with us including managing and maintaining your Account(s) with us;
- (ix) for data processing purposes;
- (x) to evaluate and monitor provision of products and services;

- (xi) to respond to inquiries, requests and complaints from you;
- (xii) for deposit insurance purposes;
- (xiii) to understand your needs and offering products and services to meet those needs;
- (xiv) for research and development of products and services for your use;
- (xv) for debt collection purposes;
- (xvi) for enforcement of our rights and obligations of other parties to us and/or Citigroup;
- (xvii) for assessing, processing and investigating insurance risks and claims;
- (xviii) to enable a party to evaluate any actual or proposed assignment, participation, participation, or novation of the Bank's rights or obligations;
- (xix) to meet legal and regulatory requirements;
- (xx) to maintain and protect the Bank's offices and ATMs;
- (xxi) for risk management including prevention, detection and investigation of crime, including fraud and any form of financial crime;
- (xxii) to maintain records of instructions, whether through phone recording, via electronic, hardcopy or soft copy documents etc.;
- (xxiii) for such other purposes as permitted or required by applicable law or with your consent; and
- (xxiv) for all other purposes incidental or associated with the above.

37.4 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.

37.5 You understand and agree that Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider are permitted to transfer, share and disclose the Data, for confidential use, for the purposes set out above to –

- (i) and among Citigroup;

- (ii) to any agent, contractor, vendor, service provider, professional advisers (such as lawyers and financial advisers), valuers, auctioneers, auditors, brokers, communications, clearing or payment system or intermediary banks, merchants and other parties which we, Citigroup or such parties above may use in connection with our, Citigroup or their businesses;
- (iii) debt collection agencies;
- (iv) Bank Negara Malaysia (“BNM”) and any credit bureau, 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 the Bank or Citigroup may be required by legal process or pursuant to any other foreign or domestic legal, regulatory, stock exchange, clearing house or self-regulatory body obligation or request, or agreement entered into by any of them and any governmental authority, domestic or foreign, or between or amongst any two or more domestic or foreign governmental



authorities or other authorities, including disclosure to courts, tribunals, legal, regulatory, tax and government authorities, stock exchanges, clearing houses and self-regulatory bodies;

- (xiv) any parties authorized by you; and
- (xv) such parties as may be permitted or required under the laws of Malaysia,

whether within or outside Malaysia, for any of the purpose set out in this clause 37.

- 37.6 You agree that Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider may give your (and if applicable, your security provider's, including guarantors) personal data, and, where applicable, that of your beneficial owners, persons under the trust, security providers, partners, committee members, directors, officers or authorized signatories, your subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, security providers, committee members, directors, officers or authorized signatories to other parties outside Citigroup, for any use as specified above, including for commercial purposes.
- 37.7 You understand and agree with the consequences of the giving of your personal data and those of the other persons mentioned above to parties outside Citigroup.
- 37.8 You agree that 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))).
- 37.9 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.
- 37.10 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).
- 37.11 To the fullest extent permitted by law, Citigroup is not liable for any expense, claim, legal action and liability arising directly or indirectly in connection with any disclosure of Data to third parties by Citigroup in the course of it carrying out a transaction or an instruction

transmitted by any means of Communication or correspondence, including where such disclosure arose through physical or electronic interference by a third party.

- 37.12 To the fullest extent permitted by law, you will not hold Citigroup responsible or liable in contract, tort, equity or otherwise, for any such access or disclosure or for any expense, claim, legal action and liability suffered or incurred by you or any third party as a result of any such access or disclosure (save where caused by any breach or negligence by us). Any such liability that we may have is limited to direct damages only. **“Direct Damages”** means actual damages or losses suffered by you or any other party as a result of a direct and immediate action by us and shall not include any compensation for special, punitive, indirect, incidental or consequential damages or losses of any kind whatsoever, including but not limited to loss of profits, business or value, whether or not foreseeable.
- 37.13 Unless otherwise notified by you in writing, you agree and permit the Bank to send commercial electronic messages relating to the Bank’s products or services to you either by way of electronic mail or SMS, which may be unsolicited or sent in bulk to all of the Bank’s clients.
- 37.14 You represent and warrant that you have obtained the agreement and consent of all relevant persons, including your beneficial owners, persons under the trust, partners, committee members, security providers, directors, officers and authorized signatories, your subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, committee members, security providers, directors, officers or authorized signatories to carry out the actions described in this clause 35. You have further provided to these terms parties the necessary notices and secured the necessary waivers to carry out the actions described in this clause 35 and will in the future provide the necessary notices and secure such necessary consents and waivers in advance of providing the information to Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without any limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider.
- 37.15 You agree that your consent in these terms and conditions constitutes your consent for any such disclosure for the purposes of any requirement whether statutory, contractual or otherwise and whether or not having any force of law.
- 37.16 You expressly authorize the Bank at any time and from time to time to process, including but not limited to access, obtain, verify or use any Data from any source (including any credit reference agency, any credit reporting agencies, BNM, any credit bureau and/or CCRIS and such relevant authorities) for purposes of evaluating your credit standing in connection to you (including all the guarantors’ and security providers’, as may be applicable) and any facility, service or accommodation you have or may have (whether or not with the Bank) as the Bank may at its discretion deem fit. You understand that the

opening, operation and conduct of your Account(s) and any future facility, service or accommodation applied for by you or granted by the Bank may be reported to DCHEQS maintained by BNM, CCRIS and such relevant authorities, as the case may be, as the Bank may at its discretion deem fit (such as where we are required by law or any agreement to do so).

- 37.17 Your request, permission and authorization granted in these terms and conditions (including your request, permission and authorization for the disclosure of the Data as provided in or contemplated by these terms and conditions) shall remain in full force and effect (regardless of whether any facility, service or accommodation have been utilized, cancelled or terminated) as long as it may be necessary or required by the Bank or any law and you confirm that no further request, permission or authorization (collectively referred to as “**Consent**”) is necessary or required in relation to such disclosure.
- 37.18 Your Consent shall in addition to and shall not affect any other future of existing Consent that may or will be given by you, in relation to the same subject-matter or otherwise.
- 37.19 To the fullest extent permitted by law, the Bank is 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.
- 37.20 To the fullest extent permitted by law, no liability to you will arise from any disclosure or transfer of any Data, as contemplated in this clause 37, under any circumstance or in any manner for any loss or damage (whether direct or indirect, foreseeable or unforeseeable) and howsoever arising (whether in contract, tort or otherwise), including any loss or damage resulting from –
- (i) the Bank or any other person’s disclosure or transfer of the Data;
  - (ii) the Bank or any other person’s reliance on the Data; or
  - (iii) the Data being inadequate, inaccurate, incorrect, untrue, erroneous or misstated for any reason, including –
    - (a) any act or omission of the Bank or any other person (including any delay in or failure to update or notify of any changes to the Data); or
    - (b) any technical, hardware or software failure, interruption, breakdown or error.

save where such loss or damage is caused by any breach or negligence by us.

37.21 To the fullest extent permitted by law, you shall fully indemnify the Bank against any claim, legal action, proceeding, loss, damage, cost, charge, expense and liability (as to the amount of which may be incurred by the Bank in relation to any Data) regardless of whether any Card Account or Sub-Account, as the case may be, has been utilized or terminated. This clause applies whether or not any facility, service or accommodation have been utilized, cancelled or terminated.

### **37A. Additional Terms about Data and Analytics**

37A.1 So that we can open and administer your Card Account, manage your Card and improve our services and product offerings, we will collect, analyse and share with our partners and affiliates information which:

37A.1.1 you give to us in connection with a Card and the Card Account

37A.1.2 we automatically collect as a result of the operation of a Card and the Card Account. This may be collected from a range of methods including cookies (small pieces of information that we send to your computer, tablet or mobile devices) and other similar tracking devices / tools. It includes information about how you manage and use your Card, your behaviours, actions or interests demonstrated across our digital platform (if any);

37A.1.3 we collect as a result of customer interactions such as customer feedback, call recordings, surveys;

37A.1.4 we collect from Merchants and third parties from the purchases you make with the Card. This information includes the name of the payer and their merchant or service supplier (for example, a shop) and the general nature of the goods and services paid for; and

37A.1.5 we obtain from outside sources such as survey agencies, social media agencies, marketing agencies, credit reference agencies, fraud prevention agencies or data aggregating agencies.

37A.2 You agree that subject to applicable law, we will use and disclose required information to;

37A.2.1 perform analytics for the following purposes:

(i) applying differentiated interest rates and fees;

(ii) where applicable, enrolling you on our digital apps in order to manage your Card and Card Account with a view to improve our service and offerings, including our mobile application, digital credit card statements, biometric authentication and biometric fraud detection solutions;

- 37A.2.2 share with our affiliates, vendors and data partners in order to prepare personalized offers of products, services, rewards, discounts and privileges that are available to your Card with a view to improve your customer experience; and
- 37A.2.3 share your information with our partners, affiliates and vendors, so that they can send you marketing messages and services that you may be interested in.

37A.3 Please see clause 37 “Disclosure of Data/Your Information” for further details about our collection, use and disclosure of your information.

### **38 Our Right to Appoint Agent**

You agree that if we may, at our discretion outsource our debt collection rights to third parties and/or sell your defaulted credit loan to a third party by giving you adequate prior written notice. You and/or the Guarantor expressly agree that we may appoint an agent (“the Agent”) to collect all sums due and owing to us from you under these terms and conditions and we may disclose to the Agent, your Card Account and any other relevant information pertaining to the Card Account to facilitate the collection of all sums due and owing to us by you and/or the Guarantor. Any notice of such outsourcing and/or sale of defaulted credit loan may be given to you at your last known address as notified to us.

### **39 Conclusive Evidence**

- 39.1 Any admission or acknowledgement in writing by you or any person authorised by you and/or the Guarantor, as the case may be, of the amount of indebtedness owing to us and any judgment recovered by us against you and/or the Guarantor in respect of such indebtedness will be binding and conclusive against you and/or the Guarantor, as the case may be, in all courts of law in Malaysia and elsewhere save where there is fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries).
- 39.2 You and/or the Guarantor, as the case may be, agree that a certificate of indebtedness issued by any one of our officers is conclusive and binding evidence as to the amount due to us under your Card Account save where there is fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries). Such certificate is conclusive evidence against you in any legal proceedings.

### **40 Costs and Expenses**

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

### **41 Indemnity**

41.1 To the fullest extent permitted by law, You agree to hold us harmless and fully indemnify us against any liability for loss, damage, costs and expenses (legal or otherwise, including costs on a solicitor and client basis) which we may incur by reason of the provisions of or enforcement of our rights under these terms and conditions where such enforcement is necessitated because of you and/or anything ordinarily within your reasonable contemplation or control.

41.2 Any liability that the Bank may have to you under these terms and conditions is limited to Direct Damages only.

## 42 **Service of Legal Process**

42.1 To the fullest extent permitted by law, any notice, request or legal process will be deemed to have been served on you and/or the Guarantor if sent by prepaid ordinary post to your and/or the Guarantor's last known address(es) , (whether such address is a Post Office Box or is a place of residence or business) as may be provided to us or to our solicitors. Nothing in this section will affect our rights to serve any legal process on you and/or the Guarantor, as the case may be, in any other manner permitted by law.

42.2 Such legal process or document is deemed to have been received by you on the fifth (5<sup>th</sup>) day from the date it is posted.

42.3 Where you and/or the Guarantor do not reside in Malaysia, you undertake to nominate an agent with an address in Malaysia to accept service of any legal process in Malaysia, if requested to do so by us. Such agent must acknowledge in writing to us of its appointment as such agent and service of legal process on the agent will be deemed good service on you and/or the Guarantor.

42.4 For the purposes of this Section, "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.

## 43 **Waiver**

43.1 Even if we have previously:

- (i) accepted late payments, partial payments, or cheques or money orders marked as constituting payment in full;
- (ii) waived any of our rights; or
- (iii) granted any indulgence; we are not prevented from enforcing our rights or collecting amounts due to us under these terms and conditions. In addition, such actions on

our part do not constitute our consent to the variation of any of the terms of these terms and conditions in any way.

43.2 We may waive our rights under these terms and conditions in certain circumstances, without affecting our other rights. If we waive any right, we do not waive the same right in other circumstances.

43.3 The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any rights or remedies provided by law.

#### 44 **Time of Essence**

Time is of the essence under these terms and conditions.

#### 45 **Assignment, Transfer and Novation**

45.1 You agree that the balance standing to the credit of your Card Account, Sub-Account and/or your Other Bank Accounts, cannot in any way be assigned, transferred or charged to any third party by way of security, except with the Bank's prior written consent and subject to such conditions as the Bank may prescribe. The Bank may make such assignment or transfer to a branch, related corporation or affiliate if it does not materially affect the provision of services to you or your rights by giving prior written notice to you.

45.2 You agree to any novation of the Agreement made between us under these Terms and Conditions and under any related instrument(s), documents and/or guarantee in connection with it and with the Card Account and/or Sub-Account or securing your obligations under the same (whether or not, due to what we consider reasonably necessary for us to comply with the laws or regulations of any jurisdiction, domestic or foreign). You also agree that the Bank is entitled to assign or transfer absolutely to a transferee all or some of our rights, title, interests, benefits, obligations and liabilities under these Terms and Conditions and/or under any related instrument(s), documents and/or guarantee in connection with it and/or with the Card Account and/or Sub-Account and/or securing your obligations under the same (whether or not, due to what the we consider reasonably necessary for us to comply with the laws or regulations of any jurisdiction, domestic or foreign). This will not affect your rights or obligations under these terms and conditions. You further agree that any such novation, assignment or transfer may be effected by us delivering to you a notice to that effect whereupon:-

- (i) our assigned or transferred rights, title, interests and benefits are transferred to and assumed by the transferee;
- (ii) we will be fully discharged and released from our assigned or transferred obligations and liabilities;

- (iii) we retain all rights, title, interests, benefits, obligations and liabilities not so assigned or transferred;
- (iv) the transferee is bound by identical rights, title, interests, benefits, obligations and liabilities which we have assigned or transferred; and
- (v) any acknowledgement (including risk disclosure statements and acknowledgements), information (including information provided in respect of risk profiling), instruction, order, direction, mandate or authority given by you to us in relation to the Card Account, Sub-Account and/or your Other Bank Accounts, as the case may be, or securing your obligations under the Card Account and/or Sub-Account, as the case may be, may be relied and acted upon by the assignee or transferee as if given by you to the assignee or transferee and will, unless and until revoked or cancelled, apply and have effect. You also undertake to execute and sign any document (if any) which may be required to give effect to the assignment or transfer.

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

#### 46 **Successors Bound**

These terms and conditions bind our respective successors-in-title and assigns.

#### 47 **Severability of Provisions**

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

#### 48 **Governing Law and Jurisdiction**

48.1 These terms and conditions are deemed to be a contract made under the laws of Malaysia and applicable regulations, guidelines by relevant regulatory authorities including Bank Negara Malaysia guidelines, and is for all purposes governed by and construed in accordance with the laws of Malaysia. Parties to these terms and conditions agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia or the courts of such other competent jurisdictions as we may in our sole discretion elect.

48.2 If you are a non-citizen or non-resident of Malaysia, you should be aware of the laws in your country with regards to your banking and banking relationship with us in Malaysia. We will not be liable for any loss or liability imposed by your country on you as a result of your non-compliance with any laws, regulations or directives of your country.



## 49 Execution of Further Documents

You, the Cardholder and/or the Guarantor undertake to sign any further documents as we may request in relation to these terms and conditions and/or the provision of services to you.

## 50 Notification of Change

50.1 You undertake and are obliged to inform us promptly if:

- (i) you intend to reside outside Malaysia;
- (ii) there is any change or proposed change in your registered address or business address, email address and/or your contact number(s); and/or
- (iii) there is any change to the personal information furnished by you in our records;

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

50.2 We rely on your personal information being kept up-to-date and complete. To the fullest extent permitted by law, You will not hold us liable or make any claims against us if our records are out-of-date, incomplete or inaccurate because we were not advised of the change. For purposes of informing us, you may do so:

- (i) by calling CitiPhone Banking; or
- (ii) by writing to us in the manner provided in Clause 21 above, including via Electronic Instructions.

## 51 Limitation of Bank's Liability

To the fullest extent permitted by law, any liability that the Bank may have to you or any other party under these terms and conditions is limited to Direct Damages only. The words "Direct Damages" mean actual damages or losses suffered by you or any other party as a result of a direct and immediate action by the Bank and shall not include any compensation for special, punitive, indirect, incidental or consequential damages or losses of any kind whatsoever, including but not limited to loss of profits, business or value, whether or not foreseeable.

## 52 CitiPhone Banking

52.1 We are authorized to rely upon and act in accordance with any instruction which may from time to time be, or purported to be, given by you via CitiPhone Banking in respect of the

Sub-Account without making additional inquiry or verification as to the identity or authority of the person making or purporting to give such instruction beyond the verification process outlined in clause 21.

- 52.2 We are entitled, but not obliged, to treat any instruction given by you via CitiPhone Banking in respect of the Sub-Account as authentic and validly binding upon you.
- 52.3 We reserve the discretion not to carry out any such instruction as we deem fit.
- 52.4 We may at our discretion require you to –
- (i) confirm any instruction given via CitiPhone Banking in writing within the period stipulated by us or to call us to confirm any instruction or to provide such other information or execute such other documents we may deem necessary, failing which we may treat such instruction as having lapsed; or
  - (ii) refute any instruction in writing within the period stipulated by us, failing which we may treat such instruction as having been confirmed by you.
- 52.5 Instructions relating to the Card Account requested by the Corporate Member or the instructions relating to the Sub-Account requested by you via CitiPhone Banking will be reflected in the next statement. Upon the receipt of the Master Statement of Account or the Statement of Account, as the case may be, you are deemed to have examined all the entries, including all instructions requested via CitiPhone Banking.
- 52.6 Any information given by us under the CitiPhone Banking is for reference only. We are not liable or responsible for the accuracy of the information so given and we reserve the right to update and vary such information at any time with notice.
- 52.7 To the fullest extent permitted by law, we are not liable to you for any loss, however it may arise in connection with carrying out, failure or delay in carrying out any of your instructions save where such loss or damage is caused by any breach, error, omission or negligence by us.
- 52.8 We may, but are not obliged, to record the instructions given by you via CitiPhone.
- 52.9 You agree that –
- (i) the recording may be done and that no additional approval from you will be required;
  - (ii) the instructions given via CitiPhone Banking will be binding on you; and

- (iii) the Bank may produce the telephonic or electronic recordings (or any transcript of the recording) or computer records as evidence in any proceeding brought in connection with the Card or the Sub-Account.

52.10 We reserve the right to cancel, revise, add, terminate or suspend any service made available via the CitiPhone Banking by notice to you in any manner as we deem fit.

### 53 **CBOL**

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

### 54 **E-statement Facility**

54.1 You can choose to receive your statement via electronic form and be viewed from a computer terminal by signing up for our E-Statement Facility on our website at [www.citibank.com.my](http://www.citibank.com.my) or "Citibank Online". Upon your successful signing up, any statements, notices or information will be sent to you electronically via the email address provided by you upon signing up or made available on Citibank Online.

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

54.3 Once you have successfully signed up for our E-Statement Facility, your enrollment will start on the next statement date and we will cease sending you physical copies of statements, notices of information after that until the E-Statement Facility is cancelled or terminated by you or us. However, when the E-Statement Facility is still active, if you request for a physical copy of any statements of account, notices or information, we may charge you a fee for a physical copy.

### 55 **Cardholder's Departure from Malaysia**

55.1 If any Cardholder is absent from Malaysia for more than one (1) month, you and/or the Authorised Owner is obligated to inform us of this at least seven (7) days prior to departure.

55.2 If the Cardholder leaves Malaysia to take up residence elsewhere, without affecting our right to terminate the Card and/or Card Account, you and/or the Authorised Owner must ensure that the Card is returned to us cut into halves or several pieces (including magnetic strip the microchip embedded in the Card) so that these components are completely

damaged, for cancellation at least fourteen (14) days prior to the departure of the Cardholder.

## **56 Features and Benefits Renewable**

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

## **57 Additional Services or Products**

57.1 Citibank may in its discretion:

- (i) introduce or provide other products, additional facilities or services to you upon such terms and conditions as Citibank may specify;
- (ii) 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
- (iii) introduce new methods of procuring transactions which arise in the course of providing banking and other services to you.

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

## **58 Compliance with Laws**

58.1 You acknowledge that you are solely responsible for, and that neither we nor any other Corporation in the Citigroup Organisation have any responsibility for your compliance with any laws, regulations or rules applicable to your use of any products and/or services in these Terms and Conditions including, but not limited to, any laws, regulations or rules, in your or any other jurisdiction, relating to tax, foreign exchange and capital control and for reporting or filing requirements that may apply as a result of my country of citizenship, domicile, residence or taxpaying status.

58.2 You hereby agree to provide us with such information as we may require from time to time, and shall update that information as required by us from time to time, to enable Citigroup Inc., Citigroup Organisation and/or us to comply with any laws or regulations of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities.

## **PHONE BANKING TERMS AND CONDITIONS**

**Note: This is only applicable to the Authorised Owner who is the only person authorised to use the phone banking facility for purposes of giving any instructions to us on your behalf. The word “you” will include the Authorised Owner, where applicable.**

In addition to the above terms and conditions, if you request for the use of our services via telephone, whether through telephone or other telecommunication services offered by us, (the “Services”) and may have been issued a personal identifying code or number (“T-PIN”), the following terms and conditions will also apply:

1. Regardless of the terms of any present or future mandate or other agreement between you and ourselves, we are authorised to act on and to treat and consider as valid and binding on you any telephone instructions given by any person quoting or keying in the title or number of the Card Account and the valid and current T-PIN for the Card Account or any personal information in relation to you which was previously furnished by you to us.
2. You agree that the quoting and keying in of such information is sufficient proof of the authenticity of such instructions. We are not under any obligation to verify the identity or the authority of the person giving the telephone instructions in or purportedly in your name beyond any verification we may conduct in accordance with Clause 21.10 above and we are not liable for acting on the telephone instructions which are given by the person regardless of whether the person is authorised or unauthorised and regardless of the circumstances prevailing at the time of such instructions.
3. However, we reserve the discretion, as we reasonably deem fit, not to carry out any such instructions if we have any reason to doubt its authenticity or if in our reasonable opinion it is unlawful or otherwise improper to do so or for any other reason.
4. You agree to keep the T-PIN strictly confidential at all times and must not disclose or permit it to be disclosed to any person. You must report to us immediately if the T-PIN has become known to any person. You must bear all consequences arising out of your failure to comply with your obligations under this provision.
5. We may at our discretion require you to:
  - (i) confirm the instructions in writing within the period stipulated by us and/or call us to confirm the instructions and/or to provide such other information and/or execute such other documents which we may deem necessary, failing which we may treat such instructions as having lapsed; or
  - (ii) refuse the telephone instructions in writing within the period specified by us, failing which we may treat such instructions as having been confirmed by you.

6. Transactions relating to the Card Account requested by you through the use of the Services will be reflected in your next statement. Upon receipt of the statement, you are deemed to have examined all the entries, including those requested through the use of the Telephone Services.
7. You are under the duty to report any errors, discrepancies or inaccuracies in the statement to us in writing, within fourteen (14) days from the date you received or are deemed to have received the statement. If for any reasons, we do not receive any such written notification from you within fourteen (14) days, you will be deemed to have accepted the entries in the statement made up to the date of the last entry in the statement as correct and as final and conclusive evidence of all facts relating to all transactions requested by you through the use of the Services. For the avoidance of doubt, this provision only applies to you without affecting our rights to make good, correct or reverse any entries to recover any monies mistakenly credited into your Card Account (whether by a third party or for our use) for which you will be liable to pay over to us.

The statement will be considered conclusive and binding as against you and your legal representatives and successors and you will be precluded from making any claim against us by alleging that the statement contains any error, discrepancy or inaccuracy in relation to the transactions requested by you through the use of the Services.

8. For the avoidance of doubt, all these terms and conditions relating to statements of account will apply to the extent that they are not inconsistent with the terms and conditions of this provision.
9. Any information given by us under the Services is for reference only. We are not liable or responsible for the sufficiency or accuracy of the information so given and we reserve the right to update and vary such information at any time with notice.
10. To the fullest extent permitted by law, we are not liable for any loss arising out of or in connection with the carrying out or failure or delay in carrying out your instructions save where such loss or damage is caused by any breach, error, omission or negligence by us.
11. We may record and monitor your telephone calls and conversations with us for quality, training and verification purposes. You agree that, subject to any applicable law, we can record conversations between any of our employees and you or any other person you have permitted to operate the Card Account and that we can use the recordings (or transcript of it) in any proceedings in connection with this agreement.
12. Further to the above, all documents sent by you and received by us and all taped recordings of your instructions are admissible as primary evidence in any civil proceedings between us and you and/or the Guarantor.
13. We reserve the right to add to or vary any of the Services available through telephone or

any of the terms and conditions here by giving you due notice in any form that we deem sufficient.

14. We reserve the right to reasonably cancel or suspend any of the Services by giving written notice to you.
15. You will pay us all fees and charges which we may impose in connection with the Services. For details, please visit [www.citibank.com.my](http://www.citibank.com.my) to view the Fees and Charges table.
16. The Services includes checking on the status of the Card Account, making payments and accepting the offers to participate in the products or programs as may be introduced or implemented by us in relation to the use of the Card.
17. The terms and conditions here are in addition to and not in substitution for any other agreements, mandates, terms and/or conditions relating to the Card Account.

## **CITIBUSINESS 1.5X REWARDS POINTS TERMS AND CONDITIONS**

1. This “Citibank CitiBusiness 1.5X Rewards Terms and Conditions” govern the entitlement of Rewards Points for Citibank CitiBusiness Credit Cardholders holding CitiBusiness Credit Cards issued by Citibank Berhad (Company No. 199401011410 (297089-M)) (“Citibank”). These terms and conditions are not applicable to:
  - a. CitiBusiness Card (Personal Underwriting); and
  - b. CitiBusiness Card (Business Underwriting) not issued in Malaysia.
2. Except otherwise stated in these terms and conditions, all definitions used here have the same meaning in the CitiBusiness Card Terms and Conditions. Further, these terms and conditions may be superseded by variations, revisions or changes from time to time and at any time, subject to adequate prior written notice to you. To the fullest extent permitted by law, your retention or use of your Card after the effective date of such variations, revisions or changes will constitute your acceptance of such variations, revisions or changes by you without any reservation. **Please read and understand these terms and conditions carefully and reach out to us if you need clarification on these terms and conditions.**

### **Definitions**

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

“Annual Fee” refer to the full annual fees payable for CitiBusiness Card (Business Underwriting) in accordance with the credit cards fees and charges table available at [www.citibank.com.my](http://www.citibank.com.my).

“CitiBusiness Card Features” means the features offered under the CitiBusiness Card (Business Underwriting), which is subject to change from time to time with adequate prior written notice to you.

“Citi Rewards Points” means the rewards points earned through the use of the CitiBusiness Card (Business Underwriting).

“Transaction” means any retail transactions made using CitiBusiness Card (Business Underwriting), excluding any transactions as specified in clause 8 in these terms and conditions.

### **Eligibility**

4. Notwithstanding anything else stated in these terms and conditions, the following persons are NOT eligible for the CitiBusiness Card Feature:
  - a. Any Cardholder who has committed an event of default in or whose CitiBusiness Card Account has been cancelled or terminated;



- b. Any Cardholder who has committed an event of default in relation to any Card or Card Account or your Other Bank Accounts (as defined above); or
- c. Any Cardholder or person who has committed any fraudulent or wrongful act or transactions in relation to the use of the Card, Card Account or your Other Bank Accounts.

### The CitiBusiness Card Features

- 5. Annual Fee is payable to your CitiBusiness Card (Business Underwriting) account(s) regardless whether you use the CitiBusiness Card (Business Underwriting).
- 6. Subject to clause 8 below, You can earn 1.5X Rewards Points for every RM1.00 of transaction settled in Ringgit Malaysia made on the Card. Generally, you can earn Citi Rewards Points based on the total posted Ringgit (RM) amount of retail purchases (both local and international) made on the Card.
- 7. To avoid any doubt, We may reasonably specify from time to time, Card transactions, payments or items which will **NOT** earn Rewards Points.
- 8. To avoid any doubt, we will NOT include the following items in the calculation Rewards Points:
  - (a) transactions made on Flexi Payment Plan, Cash Advance, Dial-for-Cash, Easy Pay (EPP), JOMPAY, Balance Transfer or Balance Transfer via Instalment Plan, Direct Debit(Autopay), Duitnow QR;
  - (b) payment for Card account, annual fees, interest payments, late payment fees or charges for cash withdrawals;
  - (c) refunded, disputed, unauthorized or fraudulent transactions;
  - (d) service tax and other taxes imposed by law;
  - (e) any form of service of miscellaneous fees;
  - (f) premium for Credit Shield or Credit Shield Plus or any other credit insurance;
  - (g) payment of rates, charges, fines to Governmental, statutory and judicial bodies;
  - (h) catering and out-call food and beverage services;
  - (i) donations and contributions to charitable, community or social service organizations (including charitable organizations approved by the Inland Revenue Board for tax relief);

- (j) fees or charges to any education establishments or institutions (including professional and vocational training centers);
  - (k) child care services;
  - (l) special events/ categories (including funeral and crematoria services, clothing rental, photographic or video-graphic studios and florists);
  - (m) purchase of fuels at any petrol or gas stations; and
  - (n) any other purchases made at any petrol or gas stations.
9. The assignment of Merchant Category Code/Merchant Description (as defined below) for each merchant is performed by the respective merchant's acquiring bank and it is the responsibility of the particular acquiring bank to assign the correct Merchant Category Code/Merchant Description. In the event that Citi Rewards Points are not credited to your CitiBusiness Card Account due to the incorrect assignment of Merchant Category Code/Merchant Description by the acquiring bank:
- (a) you may contact Business Service Line at 03-2383 3388 to request for an investigation and rectification; and
  - (b) you agree that Citibank shall not be held responsible for such discrepancies which are ordinarily beyond the reasonable control of Citibank.

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

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

10. For the avoidance doubt, Citibank reserves the right to reverse the Citi Rewards Points at any time where there is valid reason to do so. Circumstances where reversal of Citi Rewards Points may occur includes cancellation of transaction due to return of goods, refund, fraud, error and unauthorized transactions.
11. Citi Rewards Points reversal will be applied in the statement cycle when reversal transaction is posted which may differ from the statement cycle of the corresponding purchase transaction.
12. Whilst Citibank will endeavour to credit the Citi Rewards Points into your CitiBusiness Card Account as soon as possible, there may be a lapse of time between a transaction made or usage of the CitiBusiness Card and the crediting of Citi Rewards Points into your CitiBusiness Card. You agree that in such circumstances, Citibank will not be liable for such delay save

where the lapse of time is caused by any breach or negligence by us. Any Rewards Points earned prior to redemption may not be immediately made available for You or Your use or redemption for any benefits.

13. Citi Rewards Points have no cash or monetary value and accrued Points are not convertible to, nor can it be exchanged for any cash. Citi Rewards Points from an expired or closed Card Account cannot be transferred to an existing CitiBusiness Card Account. You also cannot transfer the Citi Rewards Points earned in Your CitiBusiness Card Account to another Card Account.
14. Citibank may reasonably at its discretion take into account any other transactions in the calculation of Citi Rewards Points or to otherwise vary the basis of calculation of Citi Rewards Points with adequate prior written notice.
15. Citibank may rectify any errors in the calculation of Citi Rewards Points or otherwise adjust such calculation with notice to You.

#### **Redemption of Citi Rewards Points**

16. Unless amended and supplemented in these terms and conditions, the clauses in the Citi ThankYou<sup>SM</sup> Rewards Program Terms and Conditions will govern the redemption of Citi Rewards Points. The Citi ThankYou<sup>SM</sup> Rewards Program Terms and Conditions are available at [www.citibank.com.my](http://www.citibank.com.my).
17. For CitiBusiness Card Accounts under business underwriting, the Eligible Cardholder includes the Authorised Owner can redeem any Rewards Points on behalf of the Business. Any Rewards Points obtained by the Cardholders nominated to be issued with supplementary credit cards can only be redeemed by the Authorised Owner.
18. Cancellations are not allowed once you have made a request for redemption.
19. Citi Rewards Points earned are not transferable. Cardholders are not allowed to sell their Rewards Points to any other person. If the Citi Rewards Points are awarded to and received by persons who are not Eligible Cardholders, Citibank has the right to disqualify such persons from enjoying the Citi Rewards Points and/or from redeeming or using the Citi Rewards Points
20. The Citi Rewards Points redeemed will be deducted from your total Citi Rewards Points balance.

#### **Miscellaneous**

21. To the extent permitted by law, Citibank is not liable for any default in respect of the CitiBusiness Card due to any act of God, war, riot, strike, lockout, industrial action,

epidemic, pandemic, fire, flood, drought, storm, technical or systems failure or any event not caused by any breach or negligence by Citibank.

22. Citibank is an issuer of credit cards and therefore is not responsible for the quality, merchantability or fitness for any purpose or any other aspect of the products and/or services purchased using CitiBusiness Card.
23. Citibank's decisions on all matters relating to the CitiBusiness Card or its feature are conclusive and binding on the Cardholders save for fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries).
24. To the fullest extent permitted by law, Citibank reserves the right to cancel, revise, terminate or suspend the CitiBusiness Card Features or to revise any of the clauses in these terms and conditions (for example, due to changes in law, technology or economic factors) and with adequate prior written notice to the Cardholders by way of posting on Citibank Online, accessible via [www.citibank.com.my](http://www.citibank.com.my) or in any other manner reasonably deemed suitable by Citibank to reach you. The Cardholders agree to log-on to Citibank Online, accessible via [www.citibank.com.my](http://www.citibank.com.my) from time to time to view and understand these terms and conditions and to ensure that the Cardholders are kept up-to-date with any changes made. If, after notice of such changes, you decide you no longer wish to participate in the CitiBusiness Card Features, you must notify us by contacting CitiPhone Banking or giving prior written notice to us, before the effective date of such proposed change. Cardholders agree that their continued usage of the CitiBusiness Card constitutes their acceptance of these terms and conditions (as changed or varied from time to time with the aforesaid notice).
25. To the fullest extent permitted by law, any cancellation, revision, termination or suspension of the CitiBusiness Card Feature by Citibank will not entitle any Cardholder to any claim or compensation against Citibank for any loss or damage suffered or incurred by any Cardholder as a direct or indirect result of the act of cancellation, revision, termination or suspension.
26. To the fullest extent permitted by law, neither Citibank nor any of its officers, servants, employees, representatives or agents (including but not limited to any third party service providers that Citibank may engage for the purposes of carrying out services in relation to the CitiBusiness Card Feature) be liable for any losses, damages, costs or expenses which arises in connection with the CitiBusiness Card Feature, except where it is due to Citibank's breach or negligence.
27. To the fullest extent permitted by law, if any clause of these terms and conditions is invalid or unenforceable in any jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that clause in another jurisdiction or the enforceability of the remaining clauses.

28. These terms and conditions will be governed by and construed in accordance with the laws of Malaysia.

## **PRIVACY FOR CONSUMERS AT CITI**

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

### **You Have Choices**

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

### **Security of Personal Information**

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