

**Citibank Ready Credit™ (“CRC”)  
Customer’s Agreement  
Terms and Conditions**

**1. Definitions**

- a) In this Agreement, “**we**”, “**our**” and “**us**” means Citibank Berhad and its successors and any novatee, assignee, transferee or purchaser of Citibank Berhad’s rights and/or obligations hereunder and “**you**”, “**your**”, “**yours**” and “**customer**” means the person in whose name the CRC Account is maintained; and the following words when used have the following meanings respectively set out below:

“**Agreement**” means this CRC Customer’s Agreement and as amended, modified, varied or supplemented from time to time;

“**Applicable Rate**” means, in relation to a CRC outstanding balance, the interest rate charged on such CRC outstanding balance in accordance with clause 7(a);

“**ATM/Debit Card**” means the Citibank Debit & ATM Card to be issued or issued to you for the CRC Facility, to which the Citibank Debit & ATM Card Services T&C apply;

“**Bank’s Rules and Regulations**” or “**our Rules and Regulations**” means our general rules and regulations and terms and conditions governing the facilities and services and the accounts that are or may from time to time be made available or opened by us for our customers as may be prescribed or stipulated by us from time to time;

“**Boarding Rate**” has the meaning ascribed to it in Clause 7(a) below;

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

“**Citibank Accounts T&C**” means our Terms and Conditions governing the Current Account which regulate your use of the checking facility under the CRC Facility, as amended, modified, varied or supplemented from time to time as published on our website but subject to paragraph 2(e) below;

“**Citibank Debit & ATM Card Services T&C**” means the Citibank Debit & ATM Card Services Terms and Conditions and the International Debit & ATM Card Services T&C which regulate the use of the ATM/Debit Card issued to you under the CRC Facility, as amended, modified, varied or supplemented from time to time as published on our website, the application of which is subject to paragraph 2(e) below;

“**Citibank Online T&C**” means the relevant terms and conditions relating to your carrying out certain transactions at our website ([www.citibank.com.my](http://www.citibank.com.my)), which can be accessed at our website as amended, modified, varied or supplemented from time to time;

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

“**CRC check**” means a check drawn on the CRC Account;

“**CRC communication**” includes all notices, demands, advice and other communications, including the CRC statement, the ATM/Debit Card, the ATM/Debit Card PIN, T-PIN and CRC checkbooks;

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

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

“**CRC statement**” means a statement of account issued by us in respect of your CRC Account reflecting the CRC outstanding balance for the period specified therein; and “**CRC T&C**” means collectively, this Agreement as supplemented by:

- (a) Citibank Debit & ATM Card Services T&C
- (b) Citibank Accounts T&C
- (c) Phone Banking T&C
- (d) Fax Banking T&C
- (e) Citibank Online T&C
- (f) GIRO T&C
- (g) Citibank Rewards Programme T&C

each as amended, modified, varied or supplemented from time to time;

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

“**Event of Default**” means any of the events specified as such in Cause 14(d) below;

“**GIRO T&C**” means the Citibank GIRO Terms and Conditions which regulate your use of Citibank GIRO as amended, modified, varied or supplemented from time to time as published on our website but subject to clause paragraph 2(e) below;

“**Letter of Approval**” means our letter notifying you that your application for the CRC Facility has been approved, which sets out the initial credit limit and applicable interest rates;

“**Minimum Payment**” has the meaning ascribed to it in Clause 6(g) below;

“**Phone Banking T&C**” means the CitiPhone Banking terms and conditions which apply when we issue you a personal identifying code or number (“T-PIN”) which you have activated, and use our services via telephone, as amended, modified, varied or supplemented from time to time as published on our website but subject to paragraph 2(e) below;

“**Requisite Notification**” means our giving prior notice to you of the relevant change, termination or new term or condition, the period of which will be at least the applicable minimum period then prescribed for that matter by Bank Negara Malaysia or the Association

of Banks Malaysia or any other body whose requirements we are bound under law or regulation, or have agreed, to abide by; and

b) In this Agreement:

(1) unless the context otherwise requires:

- words denoting the singular include the plural and vice versa
- words denoting any gender include all genders
- words denoting the whole include any part
- words denoting a collection or group consisting of two or more constituents thereof include any one or more of such constituents
- references to a document include the same as from time to time varied in any manner or respect whatsoever or howsoever and any document from time to time issued or executed supplemental, in addition or in substitution to or for it
- references to a person include a body of persons corporate or unincorporated.
- references to clauses are to clauses of this Agreement.

(2) any right, entitlement, discretion, liberty or power which may be exercised or any determination which may be made hereunder by us may be exercised or made in our sole, absolute and unfettered discretion and we are not be obligated, whether at law or in equity, to give any reasons therefor.

(3) the applicable rates of interest provided for in this Agreement are applicable both before as well as after demand or judgment.

(4) a “**month**” means a period calculated from any specific day up to and including the day immediately before the day numerically corresponding to that specific day in the subsequent month or if there is no such day in such subsequent month, the last day of that month.

(5) headings and sub-headings are inserted for convenience only and have no legal effect.

(6) the word “**including**” or “**includes**” is construed as followed by “**without limitation**” wherever it appears.

(7) a provision of law or directive is a reference to that provision as amended or re-enacted.

## **2. The CRC Facility**

a) The CRC Facility requires your opening a CRC Account with us, the account opening and maintenance terms of which are set out in the Citibank Accounts T&C. You may operate your CRC Account by:

- drawing your CRC checks, subject to the Citibank Accounts T&C;
- using your ATM/Debit Card, subject to the Citibank Debit & ATM Card Services T&C;
- effecting instructions through Internet banking, subject to the Citibank Online T&C. Please note that by transacting on our website, you are accepting all relevant terms and conditions governing the use of our website, and the features and services therein, and will be bound by them;
- via our telephone banking service where we, at our absolute discretion, have issued you, without your request, a T-PIN subject to the Phone Banking T&C; and

- using the Citibank GIRO service subject to the GIRO T&C, up to the then applicable credit limit, the initial amount of which is set out in the Letter of Approval.
- b) We may at our absolute discretion increase or decrease your credit limit under the CRC Facility. If you wish to increase your credit limit, you will need to go through the normal CRC application process and your application is subjected to our credit review and subsequent approval, which may be given or refused at our absolute discretion without providing any reasons therefor. Save as provided herein, we will not honour any CRC check or permit any transaction (whether effected by the use of the ATM/Debit Card or via the phone banking services or otherwise) if the credit limit of your CRC Account would be exceeded as a result. We may, in our absolute discretion, honour any CRC check or approve such transactions (whether effected by the use of the ATM/Debit Card or via the phone banking service or otherwise) and/or allow the CRC outstanding balance to exceed the credit limit of your CRC Account on a case-by-case basis but any such instance does not take away our right to refuse to permit transactions in excess of your credit limit subsequently.
- c) In the event that any CRC check has not been honoured by us or any other transaction relating to your CRC Account has not been permitted by us, any subsequent operation of your CRC Account (whether effected by the use of the ATM/Debit Card or via phone banking service or otherwise, and whether such transaction would result in the credit limit of your CRC Account being exceeded or otherwise) shall be subject to our prior approval at such time as we may deem fit.
- d) If you notify us of your intention to terminate the CRC Facility at anytime within twelve (12) months from the date of the Letter of Approval, you must pay us the termination charge referred to in clause 7(c)(i).
- e) You agree to be bound by all terms and conditions (including Citibank Debit & ATM Card Services T&C, Citibank Accounts T&C, Phone Banking T&C, Fax Banking T&C, Citibank Online T&C, GIRO T&C) governing the use of such facilities, benefits or services which may from time to time be made available to you by us in connection with your CRC Facility. If there is any conflict and/or inconsistency between the provisions contained in this Agreement and the provisions of any of the abovementioned Terms and Conditions, this Agreement will prevail and apply and the latter will be deemed to be modified only to the extent as it is necessary to give effect to the provisions of this Agreement. You acknowledge that the CRC T&C apply to the CRC Facility and the operation of GIRO, the use of the ATM / Debit Card, the use of the checks or direct debit banking system or the use of phone banking or Citibank Online is subject to the relevant terms and conditions governing such facilities and services and by the use and/or operation of the same, you are deemed to have agreed to and accepted such terms and conditions. In addition, the CRC Account and the CRC Facility are to be at all times subject to the CRC T&C and governed by the Bank's Rules and Regulations and such rules, regulations, guidelines and/or directives (whether or not having the force of law) required of or imposed upon us from time to time and at any time by Bank Negara Malaysia, the Association of Banks Malaysia or any other authority/ies, agencies or bodies having jurisdiction over us.

For the CRC Facility:

- (1) The Citibank Accounts T&C are modified for the CRC Facility as follows:
  - the Designated Account is the CRC Account. The CRC Account is an Account as referred to in the Citibank Accounts T&C.
  - You are not required to maintain a minimum balance in the CRC Account.
  - the provisions therein permitting you to appoint representatives or referring to any action by your representatives do not apply to the CRC Account.
  - You may effect withdrawals or use the ATM/Debit Card only if there are sufficient funds in the CRC Account, subject to the provisions of this Agreement (including your credit limit and paragraph (b) above).
  - The provisions therein which permit a joint account do not apply to the CRC Account, which must be solely in your name.
  - Although the CRC Account is an Account under the Citibank Accounts T&C, the consolidated statement of Accounts issued under the Citibank Accounts T&C will not include the CRC statement.
  
- (2) The Citibank Debit & ATM Card Services T&C are modified for the CRC Facility as follows:
  - Your initial Transaction Limits are set out in the Letter of Approval.
  - You may use the ATM/Debit Card only if there are sufficient funds in the CRC Account, subject to the provisions of this Agreement (including your credit limit, paragraph (b) above and the Transaction Limits).
  - A reference to overdraft facility will include a reference to the CRC Facility. The interest rate applicable to amounts utilized by use of the ATM/Debit Card will be determined in accordance with this Agreement. Any fee or charge relating to the issue or use of the ATM/Debit Card will be subject to the Citibank Debit & ATM Card Services T&C.
  
- (3) In addition, the following provisions of the Citibank Debit & ATM Card Services T&C will apply in respect of the use of the ATM/Debit Card:
  - Internet transactions  
If you use your Debit/ATM Card to purchase goods and/or services through the online Internet sites or portals, you are solely responsible for the security of such use at all times. You agree that the entry of your ATM/Debit Card information on the Internet is sufficient proof of the authenticity of such instructions. We will be under any obligations to verify the identity or the authority of the person entering your ATM/Debit Card information and we will not be liable for acting on such use of your ATM/Debit Card regardless of whether the person is authorized or unauthorized and regardless of the circumstances prevailing at the time of the transaction. However, we reserve the discretion to not carry out such transactions over the Internet if we have any reason to doubt its authenticity or if in our opinion it is unlawful or otherwise improper to do so or for any other reason.
  
- (4) The Citibank Online T&C are modified for the CRC Facility as follows:
  - In the event of any inconsistency or conflict between the provisions of this Agreement and the Citibank Online T&C, the provisions of this Agreement will prevail.
  - References to any authorised party in any of the provisions therein do not apply as only you may have access to Citibank Online.
  - Notwithstanding any provision therein which permits us to carry out your Instructions (as defined therein and hereinafter referred to as “**Instructions**”) to Fund Transfer (as defined therein) and Bill Payment (as defined therein) from your CRC Account only if there is sufficient fund in the CRC Account, we may carry out such Instructions even if

there are insufficient funds in the CRC Account, subject to the provisions of this Agreement (including your credit limit and paragraph (b) above).

- f) We may, at our discretion, extend and terminate from time to time our Reward Points program to you in relation to your use of the ATM/Debit Card, subject to the Citibank Rewards Program Terms & Conditions which may be found online at our website or as they may be modified from time to time.

### **3. CRC check/checkbook**

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

- a) You will promptly notify us in writing of any variation in your signature, the authorized manner of signing or the signature requirements in respect of CRC checks. We are entitled to a period of not less than ten (10) Business Days upon receipt of notice to process such notification of change.
- b) We are entitled in our absolute discretion to dishonour any CRC check:
  - (i) bearing a signature which in our opinion is different from the specimen signature furnished to us or not signed in the authorised manner or not drawn in accordance with the signature requirements prevailing at the time of presentation; or
  - (ii) presented six (6) months after the date of the CRC check has elapsed; or
  - (iii) being a cash check of which the word "bearer" has been cancelled.
- c) We will not be liable to you for honouring any CRC checks which on the face looks properly issued notwithstanding that such checks contained unauthorised alterations or were forged CRC checks or if such alterations or forgery were due to any act, omission, negligence or willful default on your part.
- d) We are not obliged to return any dishonoured or returned checks to you. If we choose to do so, dishonoured checks or drafts may be returned to you by ordinary post at your risk and expense.

### **4. Loss / Theft**

In addition, and without prejudice, to the Citibank Accounts T&C (in relation to the CRC checks and checkbooks) and the Citibank Debit & ATM Card Services T&C (in relation to the ATM/Debit Card) respectively:

- a) You are to keep all CRC checks, CRC checkbooks and the ATM/Debit Card in a safe and secure place and ensure that the ATM/Debit Card PIN and the T-PIN is not disclosed to any party and you must take all steps and precautions to prevent any forgery, fraud, loss or theft in respect thereof, including but not limited to not drawing CRC checks in a manner which facilitates forgery or fraud and complying with the terms and conditions stated in the CRC checkbook cover.
- b) If any CRC check, CRC checkbook and/or ATM/Debit Card is lost, stolen, mislaid or used by any other person or your ATM/Debit Card PIN and/or T-PIN is disclosed to any other person,



you must immediately notify us in writing or via the telephone banking service and you will remain liable and fully indemnify us for all loss and damage which may arise as a result unless and until we receive such notification whereupon we are entitled not to honour any such lost check, or effect any transaction relating to the lost or stolen ATM/Debit Card.

- c) You will assist us in such action as we may take in respect of such loss, theft or disclosure.
- d) If any lost or stolen CRC check, CRC checkbook and/or ATM/Debit Card is recovered, you will immediately inform us and return the same to us.
- e) We are entitled, in our absolute discretion, to issue a replacement CRC checkbook and/or ATM/Debit Card at such time and upon such terms and conditions as we may deem fit.

## **5. No Overlimit**

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

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

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

## **6. CRC statement and Payment**

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

- a) Except when your account is dormant for a period as we may determine from time to time, we will send you a CRC statement monthly. The statement may be from a manager or any duly authorised officer or agent of us for the time being or a computer generated notice issued by us which do not require signatures. You may choose to receive the CRC statement electronically by calling our 24-Hour CitiPhone Banking, indicating on your Application Form or requesting via our Citibank webpage.
- b) You must inspect and examine the CRC statement and inform us in writing of any irregularity in the CRC statement. The CRC statement is conclusive and binding on you unless we receive your written notice of irregularity within ten (10) days from the date of the

CRC statement. If you fail to receive your CRC statement within ten (10) days from the day of the month which is your usual CRC statement date, you must notify us immediately, failing which such CRC statement not received by you is deemed to be conclusive and binding on you as if you had received it on the usual date.

- c) Notwithstanding the foregoing, we shall be entitled at all times to correct any errors or omissions in such CRC statements, or any other document issued by us and to debit or credit your CRC Account (as the case may be) accordingly.
- d) You must pay the total CRC outstanding balance shown on a CRC statement no later than the payment due date specified in your CRC statement.
- e) Without affecting your liability under clause 6(d) for the whole CRC outstanding balance, upon receipt of the CRC statement, you may choose to pay the CRC outstanding balance in full or if you choose not to settle the CRC outstanding balance in full, you must pay at least the Minimum Payment (calculated according to Clause 6(g) below) which must be received by us in cleared funds.
- f) If we do not receive at least 100% of a Minimum Payment on its due date, you must also pay a late payment charge (in the amount of 1% per annum on the past due payable amount, or at any other rate as Bank Negara Malaysia may stipulate from time to time, from the time of late payment until the time of repayment, or as to be specified in the next CRC statement) by way of liquidated damages and not as penalty. All unpaid late payment charges will on the date of each subsequent CRC statement or at such other intervals as we may determine be capitalised and added to the principal sum then owing and you will incur late payment charges at the rates determined in clause 7 both before as well as after any court order or judgment until full and final settlement.
- g) The Minimum Payment is determined as follows:

<b>CRC Outstanding balance RM</b>	<b>Minimum Payment</b>
0 to 60	100% of the CRC outstanding balance
60 to 1,500	RM 60
Above 1,500	4% of the CRC outstanding balance

provided that:

- (1) any CRC outstanding balance due and unpaid in respect of earlier CRC statements will be added to the Minimum Payment due and payable under any current CRC statement; and
  - (2) the Minimum Payment may be determined by us using such other basis of computation as we may, in our absolute discretion determine but we will give you the Requisite Notification before effecting such change.
- h) All payments due to us under the CRC Facility must be made in Ringgit, in full without any deduction or withholding (whether in respect of setoff, counterclaim, taxes, charges or otherwise) unless the deduction or withholding is required by law, in which event you must



immediately pay us an additional amount so that the net amount received by us will equal the full amount which would have been received by us had no such deduction or withholding been made and you must furnish us an official receipt of the relevant authority involved for all amounts deducted or withheld as aforesaid.

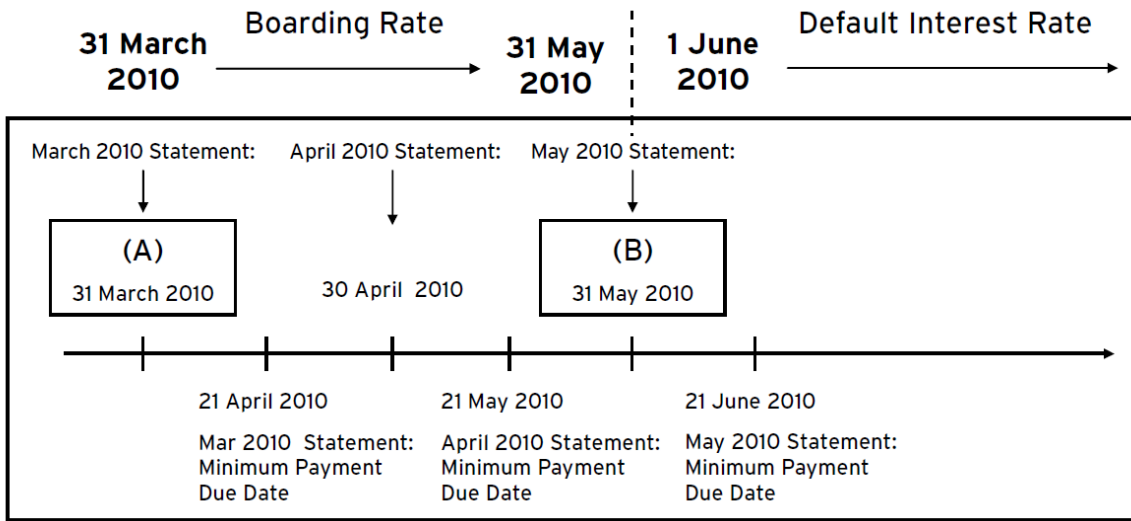
Payments by you to us will not be considered to have been made until all relevant funds have been received for value by us and entered into our records following receipt of payment by us. All payments by checks must include the inland exchange commission, where applicable, failing which we are entitled to debit your CRC Account accordingly or to exercise our right of set-off as we deem fit.

- i) We are entitled to credit your CRC Account with any refund in respect of any ATM/Debit Card transactions or any payment or other credit due to you at such time as we may determine in our absolute discretion after the receipt of the amount of such refund, payment or credit in Malaysia. If such refund, payment or credit is received in a currency other than Ringgit, we will convert it to Ringgit at such time and rate of exchange as we may in our absolute discretion determine. You are to bear all exchange risks, losses, commission, fees and charges which may thereby arise.
- j) Payments to us can be made by cash, checks, direct debit to the CRC Account from your other bank accounts or through the Inter-bank GIRO system or otherwise.
- k) Time is of the essence in respect of when you are to make payment to us under the CRC T&C.

## **7. Interest, Fees and Charges**

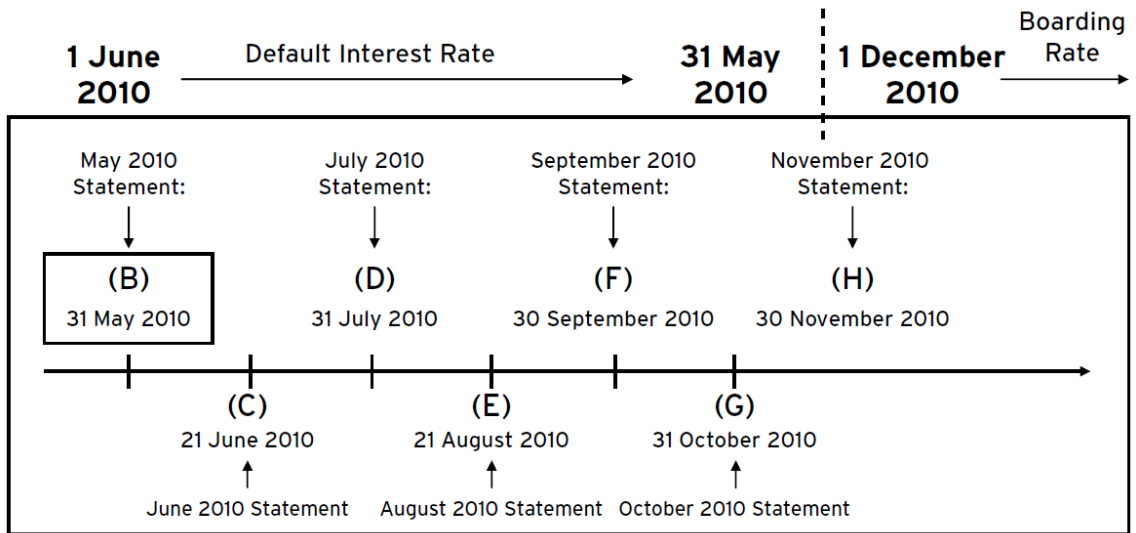
- a) The Applicable Rate will be one of the following rates, each of which is set out in the Letter of Approval.
  - The “**Boarding Rate**” is the interest rate payable by you to us in respect of the CRC Facility as stated in the Letter of Approval.
  - The “**Default Interest Rate**” is the interest rate payable by you to us, which will automatically supersede the Boarding Rate, when you do not pay 100% of the Minimum Payment of a CRC statement, after two months have lapsed since the CRC statement date.

Diagram to illustrate Default Interest Rate:-



(For Illustration purposes, assuming that your CRC statement date for March 2010 statement is at Point (A) - 31st March 2010 and your statement date for May 2010 statement is at Point (B) – 31st May 2010. If we do not receive in cleared funds 100% of the Minimum Payment for your March 2010 statement before the end of Business Day at Point (B) – 31st May 2010 (or if Point (B) is not a Business Day, then on the Business Day immediately preceding Point (B)), which is 2 months after the March 2010 statement date, then the Default Interest Rate will automatically apply and supersede the Boarding Rate as the Applicable Rate for the CRC Facility. The Default Interest Rate will be effective 1 day after Point B, which is 1st June 2010. The Default Interest Rate will be applicable to all your subsequent CRC transactions from 1st June 2010 onwards. The Default Interest Rate will also be applicable to all your CRC outstanding balance as at Point (B)). Once the Default Interest Rate is applicable, you can revert back to Boarding Rate if you pay 100% of the Minimum Payment of a CRC statement in cleared funds on or before the following month's CRC statement date, for a consecutive period of at least six months following the imposition of the Default Interest Rate.

Diagram to illustrate Default Interest Rate reverting back to Boarding Rate:-



(For Illustration purposes, assuming that the Default Interest Rate is imposed effective from 1st June 2010. If you pay 100% of the Minimum Payment in cleared funds on or before the following month's CRC statement date for your next 6 consecutive CRC statements following the imposition of the Default Interest Rate ie. Point (B) CRC statement Minimum Payment fully paid on or before point (C), Point (C) CRC statement Minimum Payment fully paid on or before Point (D), Point (D) CRC statement Minimum Payment fully paid on or before Point (E), Point (E) CRC statement Minimum Payment fully paid on or before Point (F), Point (F) CRC statement Minimum Payment fully paid on or before Point (G) and Point (G) CRC statement Minimum Payment fully paid on or before Point (H), then the Boarding Rate will automatically apply and supersede the Default Interest Rate as the Applicable Rate for the CRC Facility. The Boarding Rate will be effective 1 day after Point H, which is 1st December 2010. The Boarding Rate will be applicable to all your subsequent CRC transactions from 1st December 2010 onwards, subject to the application of the Default Interest Rate as illustrated above where applicable. The Boarding Rate will also be applicable to all your CRC outstanding balance as at Point (H)).

We are entitled at our absolute discretion, to vary the Applicable Rates (including the interest rates and/or mechanism) at any time and from time to time after giving you the Requisite Notification and the same is conclusive and binding on you.

- b) Interest will accrue daily at the Applicable Rate based on a 365-day year on the end-of-day outstanding debit balance each day, from the transaction date (that is, from the date a withdrawal is made and/or a Point-of-Sale transaction with merchant is made with the ATM/Debit Card, from the value date of CRC check cleared, from the date of fund transfer by GIRO or Internet banking or phone banking) until the date when full payment of the CRC outstanding balance that has become due is received by us and shall be chargeable both before and after judgement. The interest which has accrued up to the date of a CRC statement will be specified in that CRC statement.

- c) In addition to interest and the late payment charge, you will be liable to pay the fees and charges set out in the Letter of Approval, including:
- (i) an Early Termination Fee of RM200.00 or three percent (3%) of the CRC Outstanding Balance (whichever is the higher) if you terminate your CRC Account within twelve (12) months from the date of the Letter of Approval. No termination fee is charged if we terminate the CRC Facility to you;
  - (ii) a commission on overseas transactions, whether it is cash withdrawal and/or POS transaction with merchant, of one percent (1%) on local currency equivalent of the transacted amount;
  - (iii) the fees and charges specified in the CRC T&C;
  - (iv) ad valorem stamp duty as assessed or charged by the relevant stamp duty authority; and/or
  - (v) a commitment fee (if applicable) when the credit limit offered to, and accepted by, you entitles us to charge such commitment fee as set out in a Requisite Notification to you from time to time.
- d) We are entitled, in our absolute discretion, to increase, vary or determine, from time to time, the amounts, rates, types and/or basis of calculation of all interest, fees and charges payable by you under the CRC T&C after giving you the Requisite Notification, and the same may be debited from your CRC Account or will be payable by you upon demand or at such time as we may deem fit.
- e) All costs and charges incurred by us in connection with the enforcement of our rights under the CRC Facility, including our legal costs (on a full indemnity basis) are to be borne by you and are payable by you immediately upon our demand irrespective of whether or not the CRC Facility is utilised, suspended or cancelled and we may debit the amount thereof from your CRC Account and such amount will bear interest at the Applicable Rate as per Clause 7(a) above as part of the CRC outstanding balance.
- f) Where we determine that, as a result of:-
- (i) the introduction or variation of any law, order, regulation or official directive (whether or not having the force of law); or
  - (ii) any change in the interpretation or application of any law, order, regulation or official directive (whether or not having the force of law) by any competent authority; or
  - (iii) compliance with any request (whether or not having the force of law) from Bank Negara Malaysia or other fiscal, monetary or other authority, the:-
    - (1) cost to us of making available or continuing to make available the CRC Facility is increased; or
    - (2) the amount of any sum received or receivable by us in respect of the CRC Facility or the effective return to us under the CRC Facility is reduced; or
    - (3) we are obliged to make any payment (except in respect of tax on our overall net income) or forego any interest or other return on, or calculated by reference to, the amount of any sum received or receivable by us from you under the CRC Facility, then we will notify you of the circumstances leading to our determination as above and:-
      - (aa) you will on demand pay to us such reasonable amounts as we from time to time and at any time notify it to be necessary to compensate us for such additional cost, reduction, payment or foregone interest or return provided

- that nothing herein contained will prevent you from taking all necessary steps to mitigate the effect of such increased costs; and
- (bb) at any time thereafter, so long as the circumstances giving rise to the obligation to make the compensating payment continues, you may upon giving us not less than thirty (30) days' notice, cancel the CRC Facility subject to Early Termination Fee in Clause 7(c)(i) above, where applicable.

## **8. Representations and Warranties and Agreements**

You acknowledge that we have agreed to grant the CRC Facility to you on the basis of and in full reliance on your representations and warranties in the following terms:

- a) you have the capacity and power to enter into, deliver and perform your obligations under the CRC T&C;
- b) all action, conditions and things required to be taken, fulfilled and done in order (a) to enable you lawfully to enter into and perform and comply with your obligations under the CRC T&C, (b) to ensure that those obligations are legally binding and enforceable and (c) to make this Agreement admissible in evidence in the courts of Malaysia have been taken, fulfilled and done;
- c) your execution of and/or performance of or compliance with your obligations under this Agreement do not and will not violate (a) any law to which you are subject or (b) any agreement to which you are a party or which is binding on you or your assets;
- d) your obligations under this Agreement are valid, binding and enforceable in accordance with their respective terms;
- e) you are not in default under any agreement to which you are a party or by which you or your assets may be bound and no litigation, arbitration or administrative proceedings are presently current or pending or threatened against you;
- f) all information furnished by you to us in connection with the CRC Facility (including in the application for the CRC Facility) or otherwise provided to us are true and correct and there has been no omission which would render the information provided to us inaccurate or misleading;
- g) there is no bankruptcy proceeding currently pending or threatened against you, and that you have not committed any available act of bankruptcy;
- h) no Event of Default (as specified in Clause 14(d) below) has occurred or is continuing;
- i) all necessary returns have been delivered by or on behalf of you to the relevant taxation authorities and you are not in default in the payment of any taxes, levies, duties, charges and fees of a material amount, and no material claim is being asserted with respect to taxes, levies, duties, charges and fees; and
- j) the above representations are deemed to be made by you by reference to the facts and circumstances then existing on the date you utilise the CRC Facility and on each due date specified in your CRC statement.

If any information you have provided to us is changed, you must promptly notify us of such change.

## **9. Withdrawals**

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

- a) Any withdrawal or debit from your CRC Account by any means or methods which we may from time to time permit must first be from any credit balance reflected in your CRC Account.
- b) Notwithstanding anything herein, any deposit into your CRC Account, howsoever made, shall not be available for withdrawal, whether or not the same is shown as credited to your CRC Account in your CRC statement or on the deposit ticket, receipt or slip or otherwise, until we have received actual payment of funds and, if the deposit is in a foreign currency, until the same has been converted by us according to Clause 6(i) above into Ringgit, unless prior arrangements have been made with us for some other arrangement.
- c) In the event you have drawn on any deposit made into your CRC Account when no actual payment has been received by us, we are entitled to reverse the credit entries and utilize your credit line with us, if necessary, to cover the withdrawal and/or to take such other steps we may in our absolute discretion deem necessary and any such reversal of entries, utilisation of your credit line or other such action taken by us will be binding on you.

## **10. Deposits**

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

- a) Without prejudice to Clause 9(b) and Clause 9(c), deposits may be reflected as credited to your CRC Account before actual payment of funds are received by us. We are entitled to debit your CRC Account with the amount previously credited in relation thereto if any checks or drafts are subsequently dishonoured. In addition, we may at our absolute discretion debit from your CRC Account a service charge or administration fee and any expenses we may have incurred in handling the dishonoured check or draft, including informing you of the dishonour and reflecting the adjustments to your CRC Account in your CRC statement.
- b) Cash deposits which are not verified by us immediately at the time of deposit are subject to verification by us and in the event the amount on the deposit ticket or receipt issued at the time of deposit differs from our cash count, our cash count will prevail and will be final and conclusive. Deposit tickets or receipts or slips are not valid receipts and are not confirmation from us that the amount of cash stated therein has been received by us unless they are validated by our machine stamp or computer terminal or signed by our authorised signatories.
- c) We may in our absolute discretion refuse to accept any deposit in whatever form into your CRC Account or to limit the amount that may be deposited or return all or any part of the deposit.
- d) No interest is earned on any credit balance reflected in your CRC Account.



- e) Any credit balance reflected in your CRC Account cannot in any way be assigned, transferred or charged to any third party or encumbered or dealt with whether by way of security or otherwise howsoever except with our prior written consent.

## **11. GIRO**

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

- a) You may use GIRO or direct debit banking system which we may make available to you at our absolute discretion in connection with your CRC Account to transfer funds from and/or into your CRC Account and all instructions, and any variation or modification thereof, to us for the transfer of funds from and/or into your CRC Account (“Direct Debit Instructions”) must be on our prescribed forms and/or in such other manner as we may from time to time permit.
- b) For the transfer of funds out of your CRC Account, we will not be under any obligation whatsoever to ascertain whether such sum or any part thereof is payable (and whether by you or otherwise) to the intended recipient.
- c) We may terminate any fund transfer arrangement or this fund transfer service at any time without any liability to you and without giving you any reason unless this Agreement is terminated, in which event this fund transfer service in respect of your CRC Account will cease upon termination of this Agreement
- d) We may charge a handling fee for each fund transfer under this fund transfer service and debit your CRC account accordingly, as per applicable fee in GIRO T&C.

## **12. Prohibited use**

You must not use your CRC Facility to pay any Minimum Payment or any other monies owing to us in respect of or in relation to your CRC Facility or under the CRC T&C and other facilities owing to us. You must not authorise, whether expressly or impliedly, any third party to operate your CRC Account.

## **13. Consent to our Disclosure of Your Information**

- a) You agree as follows:
  - (i) that we are unconditionally and irrevocably requested and permitted (including for the purposes of section 47 of the Central Bank of Malaysia Act 2009 and section 99(1)(a) of the Banking and Financial Institutions Act 1989) by you, and we are entitled, from time to time and at any time whatsoever, for any purpose whatsoever (including but not limited to the assessment, evaluation or review of your creditworthiness or credit status, data processing, statistical or risk analysis or the development or validation of credit score or credit policy by us or our related or affiliated corporations) and to any extent howsoever as we may deem fit:
    - (aa) to have access to and/or to obtain, extract and/or utilize any information whatsoever relating to you from any source whatsoever (including but not limited to any credit information from Bank Negara Malaysia or the Credit Bureau or

Central Credit Reference Information System established by Bank Negara Malaysia);

- (bb) to extract, transfer, transmit, receive, record, process and/or store any of the information provided by you to us and referred to in paragraph (aa) above and/or relating to your CRC Account, the application to us for the CRC Facility, the outcome of the application, and/or any other information whatsoever (howsoever obtained) relating to you, any account now or hereafter from time to time opened or maintained by you (whether alone or jointly with another or others) with us and/or any credit or other banking facility, service or accommodation now or hereafter from time to time applied for (including but not limited to the outcome of any such application) by you (whether alone or jointly with another or others) from us or granted to you (whether alone or jointly with another or others) by us (collectively the "Information"):-
    - (1) in any manner whatsoever;
    - (2) by any means whatsoever;
    - (3) in any form or medium whatsoever; and/or
    - (4) from, to and/or at any place whatsoever (including but not limited to any regional or global centre) and wheresoever situate (whether within or outside Malaysia);
  - (cc) to rely upon and/or utilize (whether with or without any verification or further verification) any of the Information; and/or
  - (dd) to disclose and/or transfer any of the Information to any person or body whomsoever (even though such person or body may in turn further disclose and/or transfer such Information to any other person or body) and wheresoever situate (the persons and bodies referred to herein will include but are not limited to Bank Negara Malaysia, the Credit Bureau, the Central Credit Reference Information System, DCHEQS, the Controller of Foreign Exchange, any other authority agency bureau or body established or authorized by Bank Negara Malaysia, the Association of Banks in Malaysia, any authority agency bureau or body established or authorized by the Association of Banks in Malaysia or any other authority agency bureau or body having jurisdiction over us, any other authority, any person or body providing or proposing to provide security (including but not limited to any guarantee or indemnity) to us in respect of your CRC Account and/or any other credit or other banking facility, service or accommodation referred to in Clause 13(a) (i)(bb) above, any person or body proposing or considering tendering any payment towards the account of the monies payable in respect of your CRC Account and/or any other credit or other banking facility, service or accommodation referred to in paragraph (bb) above, our head office, our branch offices, any person or body to whom we are associated with affiliated to or deemed to be related to, any of our agent or representative, any assignee or transferee or potential assignee or transferee or other person proposing to enter into any contractual arrangement with us and any of our advisers, consultants or solicitors, from time to time);
- (ii) that, without prejudice to the generality of paragraph (i) above, you authorize the disclosure and/or transfer (from time to time and at any time whatsoever, for any purpose whatsoever (including the purposes referred to in paragraph (i) above), to any extent howsoever and in any manner by any means and in any form or medium

whatsoever) of any of the Information to, between and/or by our head office, our branch offices, any person or body to whom we are associated with affiliated to or deemed to be related to, any of our regional or global centre, any of our agent or representative and/or any other person or body selected by us, from time to time wheresoever situate (whether within or outside Malaysia) and each of them may in turn further disclose and/or transfer any of the Information as required by any law, court, legal process or as requested by any authority in accordance with which it is required to act as it may at its sole and absolute discretion determine;

(iii) that, without prejudice to the generality of paragraphs (i) and (ii) above, your request, permission and authorisation herein for the disclosure of the Information as provided for in or contemplated:

(aa) will constitute:

- (1) the request for such disclosure that may be required from you pursuant to section 47 of the Central Bank of Malaysia Act 2009;
- (2) the permission for such disclosure that may be required from you pursuant to section 99(1)(a) of the Banking and Financial Institutions Act 1989; and/or
- (3) the request, permission, authorization, approval or consent for or to such disclosure that may be required from you pursuant to any other requirement whether statutory, contractual or otherwise and whether or not having any force of law; and

(bb) will remain in full force and effect for so long as:

- (1) we make available or continue to make available to you any credit or other banking facility, service or accommodation referred to in paragraph (i)(bb) above irrespective of whether or not such credit or other banking facility, service or accommodation is or was or shall be applied for by you from us or offered, granted or made available by us to you in the past or in the future; or
- (2) any money will be outstanding or remain to be payable from you to us in respect of any such credit or other banking facility, service or accommodation irrespective of whether or not such credit or other banking facility, service or accommodation have been terminated or have otherwise ceased to be available; and you hereby confirm that no further request, permission, authorization, approval or consent will be necessary or required from you in relation to any such disclosure;

(iv) that no liability to you will arise from any disclosure and/or transfer of any of the Information (as provided for in or contemplated herein) under any circumstances or in any manner whatsoever for any loss or damage whatsoever (whether direct or indirect, foreseeable or unforeseeable) and howsoever arising (whether in contract, tort or otherwise (including but not limited to negligence)) including any loss or damage arising from or in relation to:-

(aa) the disclosure or transfer of the Information by us or any other person or body;

(bb) the reliance on the Information by us or any other person or body; or

(cc) the Information being inaccurate, incorrect, untrue, erroneous or misstated howsoever caused, including but not limited to:-

- (1) any of our act, omission or negligence or of any other person or body (including any delay or omission to update or notify of any changes to the Information); or
- (2) any technical, hardware or software failure, interruption, breakdown or error;

- (v) that your request, permission and authorization will be in addition and without prejudice to any other future or existing request, permission, authorisation, approval and/or consent that may be or have been given or deemed to have been given by you elsewhere whether in relation to the same subject matter or otherwise;
  - (vi) that, without prejudice to the generality of the foregoing provisions herein, we have informed you that:-
    - (aa) a credit check will and may from time to time and at any time be made by us on you with the Central Credit Reference Information System established by Bank Negara Malaysia and/or such other person or body as we may at our sole and absolute discretion deem fit; and
    - (bb) the application herein to us for the opening and operation of your CRC Account would be and any future credit or other banking facility, service or accommodation which may be applied for by you from us or offered, granted or made available by us to you may be reported by us to the Credit Bureau, DCHEQS or the Central Credit Reference Information System established by Bank Negara Malaysia and/or such other person or body as we may at our sole and absolute discretion deem fit;
  - (vii) that we will be entitled but will not be under any obligation whatsoever to verify or ensure that any of the Information is true, accurate, complete or correct or to update same or to notify any person or body whomsoever of any changes or updates relating thereto;
  - (viii) that you will fully indemnify us from and against any and all claims, actions, proceedings, losses, damages, costs, charges, expenses and liabilities (as to the amount of which our statement will, in the absence of manifest error, be conclusive) which may from time to time be brought against, sustained, incurred or suffered by us in relation to any of the Information; and
  - (ix) that the acknowledgements, agreements, confirmations and declarations herein are applicable irrespective of whether or not your CRC Facility is made available, utilised, suspended, cancelled or otherwise terminated or converted into another form.
- b) You consent, in connection with any, or any proposed, novation, assignment, transfer or sale of any of our rights and/or obligations with respect to or in connection with your CRC Facility and/or any of your account(s) with us and/or this Agreement to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such, or such proposed transaction, to the disclosure, to any such person, by us, of any and all information relating to you, your CRC Facility and/or any of your account(s) with us, this Agreement and any security, guarantee and assurance provided to secure your obligations thereunder and any other information whatsoever which may be required in relation thereto.

#### **14. Termination of CRC Facility**

- a) You may terminate your CRC Facility by writing to us and give us no less than thirty (30) days notification and:
- returning to us all CRC checkbooks and unused CRC checks and the ATM/Debit Card issued in respect of your CRC Account;
  - ceasing to use all facilities and services relating to the CRC Account (including the phone banking service); and
  - paying the CRC outstanding balance (including such CRC outstanding balance incurred before we receive your CRC checks, CRC checkbooks and/or ATM/Debit Card) and such other sums owing to us under the CRC T&C in full, where your CRC Account will be terminated at any time, subject to Early Termination Fee as per Clause 7(c)(i) above. Provided that unless and until your CRC Facility is terminated, we shall have the absolute discretion to honour or dishonour any CRC check drawn by you or allow or refuse any transaction (whether effected by the use of the ATM/Debit Card or via the phone banking service or otherwise) under any service or facility provided in connection with your CRC Facility.
- b) We may, at any time, terminate your CRC Facility by giving you the Requisite Notification for termination of the CRC Facility. By the specified termination date, you must:
- return to us all CRC checkbooks and unused CRC checks and the ATM/Debit Card issued in respect of your CRC Account;
  - cease to use all facilities and services relating to the CRC Account (including the phone banking service); and
  - pay the CRC outstanding balance (including such CRC outstanding balance incurred before we receive your CRC checks, CRC checkbooks and/or ATM/Debit Card) and such other sums owing to us under the CRC T&C in full.

From the specified termination date, the CRC Facility will be cancelled, and you will cease to be entitled to operate the CRC Account or any of the services provided under the CRC Facility.

- c) The CRC Facility and the terms and conditions thereof are subject to review at any time and from time to time as we deem fit irrespective of whether or not an Event of Default has occurred or is continuing. Upon such review, we may unilaterally:
- (i) suspend or cancel the whole or any part of the CRC Facility;
  - (ii) declare the CRC outstanding balance to be immediately due and payable and/or require you to procure the release and discharge of us from all and any liability or obligation to make any payment from the CRC Facility to any person;
  - (iii) vary the form, nature, manner, limit, terms and/or conditions of the CRC Facility; and/or
  - (iv) without prejudice to the generality of paragraph (c) above, impose additional terms and/or conditions in respect of the CRC Facility; by giving you the Requisite Notification to you and our rights hereunder will not be prejudiced thereby.
- d) In addition to, and without affecting, our right to terminate under paragraph (b) above, each of the following events is an "Event of Default":
- (i) a default by you in the payment of any money payable to us (whether principal, interest or fees and charges, whether under the CRC Facility or otherwise) after the same would have become due whether formally demanded or not;

- (ii) a default by you under any other provision herein which is not capable of remedy or which, being capable of remedy, is not remedied within seven (7) days of such default or after being required to do so by us;
- (iii) any representation, warranty or condition made or implied by you to us is incorrect or misleading in any material aspect;
- (iv) your committing any act of bankruptcy or becoming bankrupt, or a bankruptcy petition is filed against you or entering into any composition or arrangement with or for the benefit of your creditors or allowing any judgment against you to remain unsatisfied for a period of seven (7) days from the relevant date thereof;
- (v) your becoming insane or if you die;
- (vi) your being prosecuted under any law or being committed to serve any custodial sentence;
- (vii) your being listed as a bad cheque offender under the DCHEQS guidelines issued by Bank Negara Malaysia or with any credit bureau whether or not established or approved by Bank Negara Malaysia, any governmental or regulatory authority or body;
- (viii) any of your indebtedness owing to us or any other financial institution(s) becoming capable, in accordance with the relevant terms thereof of being declared due prematurely by reason of a default by you;
- (ix) your CRC Account is not, in our sole and absolute opinion, conducted in a satisfactory manner and our opinion is not to be questioned;
- (x) any expropriation, attachment, sequestration, distress or execution affects any of your property or assets;
- (xi) any other events occur which in our sole opinion could or might affect or prejudice your ability or willingness to comply with all or any of your obligations under the CRC T&C;
- (xii) it is or becomes unlawful for you to perform any of your obligations under the CRC T&C;
- (xiii) you repudiate any of the CRC T&C or evidence an intention to repudiate a CRC T&C;
- (xiv) we become entitled to terminate any service or facility under the CRC T&C;
- (xv) we are required under law or directives or guidelines of the appropriate authorities in Malaysia to close your CRC Account or cease to continue the banker-customer relationship with you; and
- (xvi) you suspend or cease to carry on all or a material part of your business.

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

- (1) cancel the CRC Facility whereupon you must not utilise any service or effect any transaction; and/or
- (2) declare that all or part of the CRC outstanding balance be immediately due and payable, whereupon they will become immediately due and payable by you.
- (3) In addition to, and without affecting, paragraphs (b) and (c) above, if we determine that the introduction or variation of any law, regulation or official directive (whether or not having the force of law) or any change in the interpretation or application thereof makes it unlawful for us to maintain, fund or give effect to our obligations hereunder, we will give notice of such determination to you, stating that the CRC Facility will be cancelled and you must immediately repay all monies agreed to be paid by you hereunder.



- (4) Upon termination of your CRC Account for any reason, we may mail to you at your address referred to in Clause 16 below, a draft or check drawn in Ringgit in respect of the credit balance (if any) in your CRC Account immediately before termination, payable to your order. Thereafter we are not liable to you howsoever with respect to your CRC Account.
- (5) Termination of the CRC Facility does not affect any obligations incurred prior to such termination, and you acknowledge that your obligations under this Agreement incurred prior to termination of the CRC Facility will continue notwithstanding the termination of your CRC Account by yourself or us for any reason.

## **15. Discretion**

- a) Without prejudice to any of our rights and remedies, we may, at any time in our absolute discretion without prior notice and without giving any reason and without liability to you, refuse to honour any CRC check or permit any transfer of funds or any other transaction (effected by the use of the ATM/Debit Card or via the phone banking service or otherwise) notwithstanding that the total CRC outstanding balance at such time would not have exceeded the credit limit of your CRC Account if the amount of such transactions were debited thereto.
- b) Notwithstanding, and without prejudice to, the other provisions of this Agreement, we are entitled at any time in our absolute discretion and without giving any reason, refuse to re-issue, renew or replace the ATM/Debit Card and/or CRC checkbook and/or to introduce, amend, vary, restrict, suspend, terminate or withdraw any or all of the benefits, services, facilities and privileges in respect of or in connection with your CRC Account.

## **16. Communication and service of documents**

- a) All communication is deemed to have been received by you on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered); or on the date of transmission if sent by facsimile transmission.
- b) You must notify us 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 us (including your mailing, home, electronic or office address, your home, office or mobile phone number and your employment), and you must immediately provide us with any or other information and documents as we may require from time to time in our absolute discretion.
- c) Notwithstanding any other provisions of this Agreement, we may, but are not be obliged to, rely and act on any CRC communication, requests or instructions given or made orally (whether in person or over the telephone and whether or not via the phone banking service), which we in our absolute discretion believe to have been given, made or authorized by you and any act on our part pursuant to such CRC communication, requests or instructions are binding on you notwithstanding that such CRC communication, requests or instructions may not have been given by you or with your consent or authority.

- d) We may effect service of any writ of summons, statement of claim or other legal/originating process or any other document requiring personal service in respect of any action or proceedings under this Agreement on you, by leaving it at, or sending it by ordinary post to, your last known address in Malaysia as may be provided to us or to our solicitors. Nothing in this clause will affect our right to effect service of legal/originating process in any other manner permitted by law.
- e) Such legal/originating process or document is deemed to have been duly served on 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 post (notwithstanding that it may be returned to us undelivered).
- f) Notwithstanding anything to the contrary herein contained it is hereby 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 or facsimile signature.

## **17. Exemption of liability**

- a) Notwithstanding any other terms and conditions of this Agreement, we will not be liable to you for any loss, damage, cost and expense of any nature which in any way may be suffered or incurred by you or by any other person in respect of or in connection with this Agreement and/or the CRC Account (including any loss or damage suffered or incurred by you as a result of our acting or acceding to any CRC communication, request or instruction under Clause 16 above).
- b) We will not be liable if we are unable to perform our obligations under this Agreement due, directly or indirectly, to the failure of any machine or communication system, any industrial dispute, war, pandemic, epidemic, Act of God or anything outside our control or the control of our servants and agents. If we are unable to produce or send a CRC statement to you for any reason whatsoever, you will still be liable to pay the CRC outstanding.
- c) Without prejudice to the generality of the foregoing, you will not hold us responsible or liable for any loss or damage suffered by you or any third party should any CRC check be paid or honoured by us for any reason notwithstanding that the CRC Account may have been terminated for any reason and you must immediately pay, upon our demand made at any time, the full amount of any such CRC check so paid or honoured.
- d) You agree that we will have the absolute discretion to use such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in this Agreement, and we will not be liable to you, to the fullest extent permitted by law, for any act, omission, neglect or wilful default on the part of such agents, contractors and correspondents.

### **18. Appropriation of payment/Right of set-off/Consolidation**

- a) We are entitled in our absolute discretion to apply and appropriate all payments received by us in such manner or order of priority as we may deem fit, notwithstanding any specific appropriation of such sums by you or any person making such payment. Without prejudice to the generality of the foregoing, we may apply payments received by us in the following order of priority:
- (i) all stamp duties and other taxes, and penalties thereon;
  - (ii) all unpaid fees and charges;
  - (iii) all unpaid interest accrued; and
  - (iv) all unpaid principal pursuant to your CRC Facility

If, however, we are of the opinion that an Event of Default has occurred, then without prejudice to the generality of the foregoing, we may apply payments received by us in the following order of priority.

- (v) all unpaid principal pursuant to your CRC Facility
  - (vi) all unpaid interest accrued;
  - (vii) all stamp duties and other taxes, and penalties thereon; and
  - (viii) all unpaid fees and charges;
- b) We may also at any time and from time to time after giving you the Requisite Notification and without liability to you, combine or consolidate any one or more accounts which you may have with us and set-off or apply any monies standing to the credit of such account(s) towards the discharge of the CRC outstanding balance or vice versa. Where such combination, consolidation and/or set-off requires the conversion of one currency into another, we are entitled to effect such conversion at such time and rate of exchange determined by us and all exchange risks and/or losses, communication and other bank charges which may thereby be incurred are to be borne by you.

### **19. Indemnity**

You will fully indemnify us and hold us harmless against any loss, damage, liability, cost and expense which we may incur or suffer (including legal costs on a full indemnity basis) as a result of or in connection with your CRC Account and/or this Agreement, the actual or attempted enforcement or protection of any of our rights and remedies against you, any change in any law, regulation or official directive which has an effect on the CRC, the CRC Account, the ATM/Debit Card and/or this Agreement.

## **20. Assignment and Novation**

You irrevocably agree to any novation of this Agreement and any other agreement, document, assurance and guarantee in connection therewith or with your CRC Account and/or any of your account(s) with us and/or any facilities and services available thereunder or securing your obligations thereunder, and irrevocably agree that we are entitled to and may assign or transfer absolutely to a transferee all or some of our rights, title, interests, benefits, obligations and liabilities under this Agreement and/or under any instrument(s) and/or any other agreement, document, assurance and/or guarantee in connection therewith and/or with your CRC Account and/or any of your account(s) with us and/or any facilities and services available thereunder and/or securing your obligations thereunder. You further irrevocably and unconditionally agree that any such novation, assignment or transfer may be effected by our delivering to you a notice to that effect whereupon:

- a) Our assigned or transferred rights, title, interests and benefits thereunder will be transferred to and assumed by the assignee or transferee;
- b) We will thereafter be fully discharged and released from our assigned or transferred obligations and liabilities thereunder;
- c) We will retain all rights, title, interests, benefits, obligations and liabilities not so assigned or transferred;
- d) The assignee or transferee will thereafter be bound by identical rights, title, interests, benefits, obligations and liabilities thereunder which we assigned or transferred; and
- e) Any acknowledgement (including but not limited to risk disclosure statements and acknowledgements), information (including but not limited to information provided in respect of risk profiling), instruction, order, direction, mandate or authority given by you to us in relation to your CRC Account and/or any of your account(s) with us, any facilities and services available thereunder, this Agreement or securing your obligations thereunder 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 in relation to your CRC Account. You also hereby irrevocably and unconditionally undertake to execute and sign any document (if any) which may be required to give effect to the foregoing.
- f) The terms and conditions contained in this Agreement is binding upon, and enure to your benefit and the benefit of, your estate, heirs, personal representatives, successors in title and/or any other person deriving title under them except that you may not assign your rights or obligations hereunder.

## **21. Instructions Via Telephone Or Facsimile Transmission Or Electronic Or Digital Transmission**

- a) In addition to and notwithstanding anything to the contrary contained in the provisions of Clause 16 above and the Bank's Rules and Regulations, we are hereby requested and authorized by you, but are not obliged, to rely upon and act in accordance with any certificate, statement, notice, demand or other communication given:-
  - (i) via the telephone ("Telephone Instructions");
  - (ii) via facsimile transmission ("Fax Instructions"); or

(iii) via electronic or digital transmission (“Electronic Instructions”); which may from time to time be, or purport to be, given by or on behalf of you without inquiry or verification on our part as to the authority or identity of the person making or purporting to make such certificate, statement, notice, demand or other communication and regardless of the circumstances prevailing at the time of such certificate, statement, notice, demand or other communication provided that:-

(iv) in the case of Telephone Instructions, the person making or purporting to make such certificate, statement, notice, demand or other communication will have:-

(aa) quoted or keyed in:-

(1) the title or number of your relevant account with us and the valid and current personal identifying code or number (if any) for such account or any personal information in relation to you which was previously furnished by you to us;

and/or

(2) such information or particulars in accordance with our Rules and Regulations;

and/or

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

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

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

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

(vi) in the case of Electronic Instructions, the person making or purporting to make such certificate, statement, notice, demand or other communication will have satisfied such requirements as may be required by us or provided for in the our Rules and Regulations. We are entitled (but are not bound) to treat such certificate, statement, notice, demand or other communication as authentic and valid and fully authorised by and binding on you and we are entitled (but are not bound) to take such steps in connection with or in reliance upon such certificate, statement, notice, demand or other communication as we may consider appropriate, whether such certificate, statement, notice, demand or other communication includes instructions to pay money or otherwise to debit or credit any account, or relates to the disposition of any money, securities or documents, or relates to the change of any of your address or facsimile, telex or telephone number, or purports to bind you to any agreement or other arrangement with us or with any other person or to commit you to any other type of transaction or arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity or details in the terms of such certificate, statement, notice, demand or other communication.

- b) You agree to keep any personal identifying code or number for any of your account with us strictly confidential at all times and will not disclose or permit it to be disclosed to any unauthorised person. You must report to us immediately if any such personal identifying code or number has become known to any unauthorised person. You are to bear all the consequences arising out of your failure to comply with your obligations under this Section.
- c) All Fax Instructions must be sent to us at such facsimile number as may from time to time be notified by us to you for the purposes of Fax Instructions.
- d) You agree and undertake to indemnify us and to keep us fully indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by us of whatever nature and howsoever arising, out of or in connection with such certificates, statements, notices, demands or other communications given via the telephone or via facsimile transmission or via electronic or digital transmission.

## **22. Banking and Financial Institutions Act 1989 of Malaysia**

The approval and granting of the CRC Facility is conditional upon and subject at all times to your representation that the restrictions contained in Section 62 of the Banking and Financial Institutions Act 1989 are not applicable and on the condition that we will not be in breach or in contravention of any law, legislation or regulation. If at any time during the currency of this Agreement we discover that there had been a contravention of the section or that the continued performance of this Agreement will be a violation of the section, we are entitled immediately to terminate the CRC Facility pursuant to Clause 14(b) above.

## **23. Right to restrict or refuse credit**

We are entitled at any time (in our absolute discretion and without giving notice thereof to you or assigning any reason therefor) to restrict or limit your credit or refuse and otherwise withhold credit, whether in whole or in part. If we detect unusual or suspicious activity on your CRC Account, we may temporarily suspend your credit privileges until we can verify the activity.

## **24. Our right to check credit standing**

We have the absolute right to check your credit standing at any time and when we deem fit without reference to you.

## **25. Telephone monitoring and recording**

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



## **26. Miscellaneous**

- a) **Amendments:** We may at any time change any part or all of this Agreement and we will give you the Requisition Notification of any changes (in any manner which we deem fit). If you do not accept such changes, you may within thirty (30) days, after we have given the Requisite Notification for such change, terminate your CRC Facility in accordance with Clause 14(a) above. If you do not terminate your CRC Facility after we have given you the Requisite Notification of a change, you are deemed to have accepted such change without reservation, regardless of whether you continue to use the ATM/Debit Card, issue any CRC check or otherwise operate the CRC Account after the Requisite Notification.
- b) **No waiver:** No failure or delay to exercise or enforce our rights, remedies and powers will operate as a waiver and no waiver by us of any breach of this Agreement on your part will constitute a waiver of any subsequent breach of the same or any other provision of this Agreement.
- c) **Waiver in writing:** Any waiver by us of our rights or remedies in respect of any provision of this Agreement or any breach on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.
- d) **Cumulative remedies:** The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- e) **Partial Invalidity:** If any one or more of the provisions of this Agreement is/are declared to be illegal, invalid or unenforceable in any jurisdiction, it will not affect the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction nor the legality, validity or enforceability of this Agreement in any other jurisdiction.
- f) **Entire agreement:** This Agreement together with the other CRC T&C and the Letter of Approval sets out our entire agreement with you in relation to your CRC Account and you acknowledge that you have not relied on any representation, warranty, term, condition or matter whatsoever not expressly contained in this Agreement (whether the same is contained in any of our application forms, promotional literature, publicity material or otherwise) in entering into this Agreement.
- g) **Consent to recording:** You consent to our recording of your telephone calls with us (whether made via the phone banking service or otherwise) and to their use for any purpose as we deem fit including their use as evidence in any proceedings against you or any other person.
- h) **You acknowledge that your ATM/Debit Card and your T-PIN may operate any other account(s) you may have with us in addition to your CRC Account.**
- i) **Governing law and jurisdiction:** This Agreement is governed by and construed in accordance with the laws of Malaysia and you hereby submit irrevocably to the non-exclusive jurisdiction of the courts of Malaysia.

## **27. Communication by Short Messaging Service**

Notwithstanding anything to the contrary herein contained, it is hereby agreed that any statement, notice, demand or other communication whatsoever ("Communication") given or required to be given to you hereunder may be given by us to you via short messaging system in which case it will not bear any signature and we are not to be held liable for any technical, hardware or software failure, interruption, breakdown or errors arising therefrom. Without prejudice to the generality of the aforesaid, we are entitled at any time and at our sole discretion to send you reminders in respect of the amount of the Minimum Payment and the payment due date specified in your CRC statement each month ("Reminder") whether or not you have requested for the same and you may be notified of each Reminder via mobile phone (if supported by your phone operator) subject to the relevant terms and charges of the telephone operator. 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:-

- 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.

## **28. Suspense Account**

Any money received by us in respect of the CRC Facility may be kept to the credit of a suspense account for so long as we think fit without any obligation in the meantime to apply the same or any part thereof in or towards settlement of any liabilities due from you to us.

## **29. Time Of The Essence**

Time is of the essence of this Agreement.

## **30. Privacy For Consumers At Citi**

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

### **You Have Choices**

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

### **Security Of Personal Information**

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

**Your Choices At Citibank Malaysia**

At Citibank we endeavour to keep you informed of the latest marketing and promotional offers we feel would be useful and beneficial to you. These include programs you may find valuable in helping you manage your account such as product or service upgrades, credit line increases and other benefits. However, you can choose not to receive these materials should you so desire, by calling our 24-Hour CitiPhone Banking or writing in to Citibank Berhad, (Ref: Privacy), P.O. Box 11725, 50754 Kuala Lumpur or logging in to Citibank Online at [www.citibank.com.my](http://www.citibank.com.my) to email us. Please allow eight (8) to ten (10) weeks for your request to be processed. If you would like to be reinstated, you may call our CitiPhone Banking Officers and we will gladly assist you with your request.