

Citi ‘Tap and Pay’ Terms & Conditions:

Who may participate: All individuals, who are holders of a valid Citibank MasterCard Credit Card in good standing, who reside in Bengaluru and who hold a functional Vodafone mobile connection as updated on Citibank records and who wish to participate in the Offer (as defined herein below) on the basis of these terms and conditions may participate (the “Entrant”).

Service: Citibank offers use of the ‘Tap and Pay’ service to Citibank MasterCard Credit Cardholders (“Customers”) who also possess a functional Vodafone mobile connection as updated on Citibank records. Entrants will be eligible to purchase a Nokia 6212 Near Field Communication (NFC) mobile phone (“Mobile Phone”). Citibank will facilitate the download of the entrant Customer’s Citibank Credit Card (“Card”) details onto the Mobile Phone ‘Tap and Pay’ wallet application. Citibank will facilitate the use of the NFC-enabled Mobile Phone as an NFC contact-less payment device at select retail outlets of merchants selected by Citibank to offer this service.

1. This service is available only to Primary Citibank Credit Cardmembers.
2. Citibank reserves the right to accept or reject any request for enabling of the ‘Citi Tap and Pay’ service on the Customer’s Card.
3. The Citi ‘Tap and Pay’ service is only available on the said Mobile Phone, i.e., the Nokia 6212. This Mobile Phone can be purchased by the Customer only at a select list of participating Nokia retail outlets. The Mobile Phone will be serviced for any NFC related problem only out of pre-designated Nokia Care outlets in the city of Bengaluru. Please refer the website www.citibank.com/india for these details.
4. As part of the service, entrants will be offered purchase of the NFC phone at a special discount and separately, special offers/discounts for usage of the Citi ‘Tap and Pay’ service. All such offers and discounts are brought to the entrant by the participating merchants/retailers. In such cases where Citibank is not making the offer, it holds no warranty and is not representative of the delivery, service, suitability, merchantability, availability or quality of the offer and/or products/services under the offer. Any disputes regarding delivery, service, suitability, merchantability, availability or quality of the offer and/or products/services under the offer must be addressed in writing, by the Customer directly to concerned merchant establishment and Citibank will not entertain any communication in this regard.
5. Citibank and other participating merchants/retailers reserve the right to modify or discontinue these discounts/special offers at their own discretion from time to time. The Customer can visit the website www.citibank.com/india for detailed terms and conditions applicable for the discounts/offers in force.

6. Customers may also choose to exchange their existing mobile handsets with the Nokia retailer and avail a further reduced price on the Mobile Phone. However, such a further reduced price is entirely at the discretion of the Nokia retailer and can vary from Customer to Customer depending on the phone model being exchanged and its market value.

7. This service is available for a limited trial period of 6 months with effect from July 2009. Citibank reserves the right to extend or withdraw the service at any point of time with advance notice to the Customer.

8. The Citi 'Tap and Pay' service will be available only on Citibank point of sale terminals at select Bengaluru retail outlets of merchants selected by Citibank to offer this service. Tap and Pay service cannot be used for international transactions. Citibank reserves the right to add or refuse to add retail outlets and merchants to the chain of outlets/merchants offering the Citi 'Tap and Pay' service.

9. Citibank shall only be responsible for the Citi 'Tap and Pay' wallet application and wallet related functionality of the Mobile Phone. Liability for any of the other features of the NFC Mobile Phone will continue to rest with Nokia as per the standard terms and conditions of the limited warranty covering the mobile handset.

10. It is mandatory for the Customer to intimate Citibank before handing over the Mobile Phone to the designated Nokia Care Centers in case of any problem related to the Citi 'Tap and Pay' service or the NFC Mobile Phone. Citi will block/deactivate usage of the Citi 'Tap and Pay' service temporarily until the phone is returned back to the Customer after being serviced. Nokia, Nokia Care Centers or Citibank shall not be responsible for any misuse of the Customer's Credit Card in case the Customer fails to intimate Citibank and block the Citi 'Tap and Pay' service before depositing the phone at the Nokia Care Center.

11. Citibank shall not be responsible for any losses/inability to pay at an NFC outlet that may arise from the Customer forgetting his Citi 'Tap and Pay' wallet password.

12. Citibank shall not be responsible for any losses/inability to pay at an NFC outlet that may arise from the NFC Mobile Phone running out battery charge.

13. Citibank reserves to right to levy any transaction limits and other controls on use of the Citi 'Tap and Pay' service in line with the extant regulatory requirements governing this service.

14. The Citi 'Tap and Pay' Card given to the Customer is another instance/version of the existing Card that the Customer has and is NOT a new Credit Card. This service can be used to the extent of available credit limit on the Credit Card.
Hence:

- a. There will be no increase in credit limit for the Customer. Existing credit limit will continue and will be shared across the Citi 'Tap and Pay' Card and any other add-on Cards that the Customer might have.
- b. There will be no fresh charges levied on the Customer for use of the Citi 'Tap and Pay' Card. The schedule of charges will remain identical for the Citi 'Tap and Pay' Card as well. Interest rate, late payment charges and any other charges applicable to the Customer's physical Card shall remain the same.
- c. The Customer shall earn reward points for transactions done using the Citi 'Tap and Pay' Card similar to transactions done with the physical Card.
- d. Card expiry/renewal/reissue on the original plastic will trigger the same on the Citi 'Tap and Pay' Card as well and will require the Customer to download the new Card details afresh.
- e. All transactions are password/PIN protected; hence liability of the transactions lies on the Customer. If the phone is lost or stolen, the Customer should duly report loss to the Citibank. The Any new Customer is responsible for all transactions up till the time her reports the loss.
- f. Any new Card application for reasons of availing the Citi 'Tap and Pay' service will go through the Standard Citibank Credit Card application and underwriting process before the Card is issued.

15. Entrants/Customers are advised to carry their Citibank plastic Credit Card with them at all times while using the Citibank 'Tap and Pay' service as some participating merchants might request for the plastic Credit Card to be displayed for identity verification purposes or for the purpose of completing the purchase process.

16. Citibank and the participating merchants retain the right to offer special discounts/offers for the Customer only on usage of the Citi 'Tap and Pay' Card and not on the use of the existing physical Card.

17. Citibank in association with its partners as part of the 'Tap and Pay' service will also offer special discounts and offers for the customer through a Radio Frequency Identification (RFID) coupon based service. Entrants can avail of these offers by tapping their NFC phones on such specially designated RFID posters. While Citibank and its partners will endeavor to closely monitor and ensure smooth functioning of these posters in the duration of the pilot, they will not be held responsible for any willful damage/tampering of the RFID coupons by the general public/merchant personnel.

18. In case of termination of the Citi 'Tap and Pay' service once the trial period is completed, the Customer will retain ownership of the phone and Citibank will not have onus to purchase the phone back.

19. No special distinction will be made in the Customer's Credit Card statements between NFC and non-NFC transactions.

20. As mentioned earlier, International transactions are not permitted with Citi 'Tap and Pay', thus, Citibank shall not be responsible if the Citi 'Tap and Pay' service enabled for the Customer does not work at International locations if used by the Customer on an POS (Point of Sale) terminal where PayPass Cards are accepted.

21. Citi 'Tap and Pay' service shall be enabled for the Customer only after obtaining explicit Customer consent.

22. Any willful damage of the NFC Mobile Phone by the Customer through hacking, forceful attempts to access the secure element on the Mobile Phone etc. will automatically make the Mobile Phone warranty null and void and Citibank or Nokia will not take responsibility of such damages.

23. If the Customer chooses to re-sell the Mobile Phone, in the open market without prior information to Citibank and then makes a request for deletion of confidential Card information on the Mobile Phone, in such circumstances Citibank will not bear any liability for any fraud committed on the Customer's Card.

Citibank reserves the right to, without liability or prejudice to any of its other rights, at any time, without previous notice and from time to time, withdraw/suspend/amend/cancel this Offer, without assigning any reasons thereof.

Neither anything contained in these terms and conditions, nor the running of this Offer to which they apply, shall be construed as an obligation on Citibank to continue the Offer up to, on or after the Offer termination date.

All disputes if any arising out of or in conjunction with or as a result of this Offer or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent Courts in Mumbai only, irrespective of whether Courts in other areas have concurrent or similar jurisdiction. Nothing mentioned herein amounts to a commitment or representation from Citibank to conduct further such Offers.

The terms & conditions of the Offer shall be in addition to & not in substitution /derogation to the Rules & Regulations governing the use of the Citibank Credit Card and/or the Citibank websites as stated above. Entrants/Customers agree to be bound by the terms and conditions contained herein. Without an Entrant/Customer being required



to do any further act, the Entrant/Customer shall be deemed to have read, understood and unconditionally accepted the terms and conditions herein.

The Entrants/Customers shall not hold Citibank, its group entities or affiliates, their respective directors, officers, employees, agents, vendors, responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges and expenses which an Entrant/Customer claims to have suffered, sustained or incurred or claims to suffer, sustain or incur, by way of and/or on account of the Offer.

If the Offer and/or anything to be done by Citibank or any other entity in respect of the Offer is prevented or delayed by causes, circumstances or events beyond the control of Citibank or any other entity, including but not limited to computer viruses, tampering, unauthorized intervention, interception, fraud, technical failures, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government or other causes of like or similar or other character beyond the control of Citibank or the other entity/ies, then Citibank and/or the other entity/ies shall not be liable for the same to the extent so prevented or delayed and will not be liable for any consequences.