

## **CARDMEMBER TERMS AND CONDITIONS**

### **1. Definitions**

- 1.1 **'Account'** or **'Cardmember's Account'** shall, depending on the context used, mean any account of a Cardmember with Citibank, including a Credit Card account, savings account, current account, fixed deposit account or a loan/overdraft account.
- 1.2 **'Application'** shall mean an application for a credit/charge card by the applicant or Cardmember to the Bank through various modes of applying, including but not limited to, duly signed and filled physical card application form, tele-application (over a recorded phone line) or electronic medium (Internet/email).
- 1.3 **'Authorised Dealer'** will have the same definition as mentioned in the Foreign Exchange Management Act, 1999.
- 1.4 **'Citibank'** or **'Bank'** shall mean Citibank, N.A., a national banking association duly constituted, registered and in existence in accordance with the laws of the United States of America now in force and having its Head Office at 399 Park Avenue, Borough of Manhattan, City of New York, and having offices throughout India, and who is the proprietor of the Credit/Charge Card.
- 1.5 **'Credit/Charge Card'** or **'Card'** or **'International Card'** shall mean a MasterCard/Visa Card or any Co-branded or Affinity Card issued by Citibank to its Cardmembers and includes any Agency Card issued by Citibank for and on behalf of any banking or financial services entity.
- 1.6 **'International Transactions'** mean the transactions entered into by the Cardmember on his internationally valid Credit/Charge Card outside of India, Nepal and Bhutan.
- 1.7 **'Cardmember'** shall mean and include the applicant and/or authorised Cardmember and/or Additional Cardmember.
- 1.8 **'Merchant Partner'** shall mean establishments wherever located which honour a Credit/Charge Card and shall include among others, stores, shops, restaurants, hotels, airline organisations, online shopping and mail order advertisers (whether retailers, distributors or manufacturers) including mail order outlets (whether wholesalers, retailers, distributors or manufacturers) advertised as honouring a Credit/Charge Card.
- 1.9 **'Month'** shall mean a calendar month.
- 1.10 **'Person'** means any individual, corporation, firm, company, institution, or other natural or legal person.
- 1.11 **'Reserve Bank of India/RBI'** means the Reserve Bank of India established under the Reserve Bank of India Act, 1934.

- 1.12 **'Statement'** will mean the statement sent by Citibank to the Cardmember at periodic intervals indicating the payments credited, the transactions debited to the Cardmember's Account and charges as applicable (if any) along with payment required by the payment due date as applicable.
- 1.13 **"Sensitive Personal Data"** shall mean such personal information of the Cardmember which consists of information relating to:-
- (a) Passwords;
  - (b) Financial information such as bank account or credit card or debit card or other payment instrument details;
  - (c) Physical, physiological and mental health condition;
  - (d) Sexual orientation;
  - (e) Medical records and history;
  - (f) Biometric information; and
  - (g) Any detail relating to the above

but shall not include information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force.

- 1.14 **"Authorised Signatory"** shall mean individual(s) vested with signing powers on behalf of the company
- 1.15 **'Terms And Conditions'** shall mean the Terms and Conditions as contained herein and any amendments thereto and / or as agreed by the Cardmember vide / through the Application and/ or such Terms and Conditions as may be issued or intimated by the Bank from time to time.
- 1.16 Use of the terms 'him', 'he', 'his' or similar pronouns shall, where the context so admits mean the 'Cardmember' and the masculine gender shall, where the context admits, include the feminine gender/ third gender.
- 1.17 OTP shall mean One Time Password

## 2 Applications

- 2.1 The Cardmember acknowledges and understands that the Card is being dispatched to the Cardmember on the basis of the Cardmember's application irrespective of the mode of applying.
- 2.2 It is expressly acknowledged and understood by the Cardmember that at such stage as the application is accepted by the Bank and/or the Cardmember signs on the reverse of the Card and/or starts using the Card, the Cardmember will be deemed to have accepted the Terms and Conditions and to comply with the same and is expressly stopped from claiming otherwise

### 3. Card Services

- 3.1 The Credit/Charge Card is the property of Citibank. It is not transferable. Subject to the Terms and Conditions and to any additional conditions that may be stipulated by Citibank from time to time, the Credit/Charge Card will be honoured only when it is properly signed on the reverse and presented to a Merchant Partner by the Cardmember provided sufficient credit limit is available and the Credit/ Charge Card is still valid and not cancelled or suspended.
- 3.2 The Cardmember understands that the acceptance of the application by the Bank and/or signing on the reverse of the Card and/or use of the Card constitutes acceptance of the Terms and Conditions.

### 4. Consent

- 4.1 The Cardmember authorises the Bank, in addition to any other right enjoyed by the Bank, that the Bank shall be entitled, subject to applicable laws, rules, regulations, notifications, circulars and guidelines issued by the Government of India and/or the RBI and/or any other relevant statutory authority from time to time, to disclose and disseminate to RBI or to a court of law or any other competent authority, as the case may be, the demographic, account or credit information (as required) of the Cardmember in its possession
- 4.2 The Cardmember expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under the Cardmember Terms and Conditions relating to administration of the Credit Card including the right and authority to collect and receive on behalf of the Bank from the Cardmember any payments and other amounts due by the Cardmember under the Cardmember Terms and Conditions and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Cardmember or otherwise contacting the Cardmember (or any authorized signatory(ies)/representative(s) of the Cardmember) receiving cash/cheques/drafts/mandates from the Cardmember (or any authorized signatory(ies)/representative(s) of the Cardmember) and giving valid and effectual receipts and discharge to the Cardmember. For the purpose aforesaid, the Bank shall be entitled to disclose to such third parties (or any authorized signatory(ies)/representative(s) of the Cardmember) all necessary or relevant information pertaining to the Cardmember and the Credit Card and the Cardmember hereby consents to such disclosure by the Bank.

Notwithstanding the above, in the event of any default by the Cardmember, the Cardmember expressly accepts and authorizes the Bank and/or any such third party as the Bank may select to contact any third party(ies) (including any authorized signatory(ies)/representative(s) of the Cardmember, adult family members, accountants, secretary, etc. of the Cardmember) and disclose all necessary or relevant information pertaining to the Cardmember and the Credit Card and the Cardmember hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may

select). The Cardmember further expressly authorises the Bank (and/or any such third party as the Bank may select) to receive payments or such other security as may be offered by such third parties (including any authorized signatory(ies)/representative(s) of the Cardmember, adult family members, accountants, secretary, etc. of the Cardmember) towards discharge of outstandings on the Card.

- 4.3. If the Cardmember has been issued a Citibank Corporate card by virtue of his employment with the corporate/employer as per a specific arrangement between the employer and the Bank, the Cardmember authorizes his employer, through its duly authorized signatories to revise the credit limit during the course of the credit card relationship, request for outstanding, duplicate statements - including billed and unbilled, and/or initiate blocking/closure of his Citibank corporate credit card. The Cardmember also authorizes the Bank to accept transactional requests from his employer, through the authorized signatories, and deem them as being made on his behalf. The Cardmember agrees and accepts that the Bank is entitled in its sole and absolute discretion to accept such instructions and action on his credit card, when specifically requested by his employer. He agrees, understands and accepts that the request from his employer and/or such actions taken his employer pursuant to this authority and declaration shall be final and binding on him and his employer.
- 4.4 Cardmember agrees that he would at all times keep his contact information including not limited to full name, mailing & non mailing address, mobile & landline numbers and email address updated.

## 5. **Service Tax**

A Service Tax (including Swachh Bharat Cess and Krishi Kalyan Cess), as notified by the Government of India from time to time is applicable on all fees, interest and other charges. The Cardmember will be bound to pay for the same. The Bank's Service Tax Registration number is AAACC0462FST001

## 6. **Applicability of laws**

- 6.1 The Cardmember understands and acknowledges that it is the Cardmember's duty to follow all laws, rules, regulations, notifications, circulars and guidelines issued by the Government of India and/or the RBI and/or any other relevant statutory authority, including without limitation the Exchange Control Rules and Regulations of the RBI (the "**Exchange Control Regulations**"), in relation to the use of the Card. An extract of the Exchange Control Regulations is given below for the Cardmember's ready reference:

"The utilisation of the Card will be strictly in accordance with the Exchange Control Regulations and that in the event of failure on the part of the Cardmember to comply with the regulations, he would be liable for action under the provisions of the Foreign Exchange Management Act, 1999. The onus of ensuring compliance with the regulations is on the holder of the ICC (International Credit Card).

- 6.2 In the event of non-compliance by Cardmember with the Exchange Control Regulations, including but not limited to online foreign exchange trading or related speculative activity on the card, the Cardmember may be liable for action under the Foreign Exchange Management Act, 1999 and rules and regulations framed thereunder. The Cardmember

may be debarred from holding the internationally valid Credit/Charge Card, either at the instance of the Bank or the RBI.

- 6.3 The Card cannot be used for making payment towards foreign currency transactions in Nepal and Bhutan i.e. while using the Card in Nepal and Bhutan, the currency of the transactions should be the local currency of those countries or in Indian Rupees. The Card is valid for use both in India as well as outside India and would carry the inscription "Not valid for payment in foreign exchange in Nepal and Bhutan." In case a Card is cancelled, whether on account of non-compliance with the Exchange Control Regulations or otherwise, the Bank will not be responsible for any attempted usage of the Card, whether in India or abroad, resulting in the Card being dishonoured and the concerned Merchant Partner would be entitled to 'pick-up' a cancelled Card on presentation. The Cardmember should consult his Authorized Dealer regarding his foreign exchange entitlement.
- 6.4 A resident Cardmember going abroad for employment or emigration should necessarily inform the bank of the change in his residential status and apply for closure of his credit card. If any payment towards credit card dues is required by the Cardmember after the residential status change that would need to make all payments due on his Card in inward remittances/ from his Non Resident Bank a/c (NRE/NRO/FCNR a/c). The Cardmember agrees and hereby authorises the Bank to convert such remittances to the Indian Rupee equivalent thereof at the then prevailing exchange rate as notified by the RBI from time to time. It is the Cardmember's responsibility to inform the Bank about the change in his/her residential status. If the Cardmember attains the Non-Resident Indian (NRI) status, then he/she should ensure that all payment(s) towards his/her credit card account from his/her Non-resident banking account. The Cardmember agrees and confirms that the Cardmember will not make any alternative payments through cash, cheque and fund-transfers from the Cardmember's saving account or any other non-NRI banking accounts. If the customer fails to comply with requirements as stated above, the bank has the sole right to block or close the card forthwith and, without notice to that effect.

Please note that as per extant RBI regulation, debit from NRO A/c towards settlement of International charges on International Credit Cards is subject to the below restrictions on repatriation of NRO A/c balances: A Non-Resident Indian (NRI) or a Person of Indian Origin (PIO) may remit an amount up to USD one million, per financial year, out of the balances held in his Non- Resident (Ordinary) Rupee (NRO) account, for all bona fide purposes, subject to payment of applicable taxes in India, if any. <<Duplicate>>

- 6.5 The Cardmember accepts full responsibility for wrongful use in contravention of the Exchange Control Regulations and unconditionally undertakes and agrees to indemnify the Bank and keep the Bank indemnified and harmless against any loss, damage, interest, conversion or any other financial charge or any other liability whatsoever that the Bank may incur and/or suffer on account of the Cardmember committing violation of the Terms and Conditions and/or the Exchange Control Regulations and/or any other laws, rules, regulations, circulars, guidelines, notifications and instructions issued by the RBI and/or the Government of India and/or any other statutory body in respect thereof from time to time. This Clause shall survive the termination of the Terms and Conditions.
- 6.6 A foreign national or expatriates holding Citibank credit card will ensure that Valid VISA (with minimum six (6) months validity) for stay in India is furnished to the bank. In

absence of valid visa, Bank has the right to forthwith block/cancel or close the credit card.

- 6.7 The Cardmember Terms and Conditions are to be read in conjunction with the applicable laws of land, rules, regulations and guidelines published by Regulators from time to time.

## 7. Purchases

- 7.1 The Cardmember can use the Credit/Charge Card to pay for charges incurred for transactions conducted by the Cardmember at the Merchant Partners and the Merchant Partner accepting MasterCard/Visa Credit Cards and RuPay, as the case may be, subject however, that Citibank and the Merchant Partners concerned reserve the right at any time to refuse without any notice to permit the use of the Credit Card at the Merchant Partner for any reason whatsoever. The bank reserves the right to block/reissue credit card to avoid instances of card misuse due to use at risky/fraud sensitive geographies or merchant locations. The bank also reserves the right to decline certain transactions without blocking the card based on bank's internal risk based transaction monitoring criterion. Such action may be without cardmember's specific consent on the same to ensure quick and timely action by the bank. The intent here is to avoid potential fraud risk on the card and is done as a precautionary measure for the mutual protection against any kind of fraud against the bank and/or the cardmember.
- 7.2 In case of Citibank MasterCards or Visa Cards issued, the Card may be used only within the Credit Limits notified by the Bank to the Cardmember or within the Credit Limits fixed by the Bank from time to time.
- 7.3 The Credit/Charge Card should be used only for lawful, bonafide personal purposes and its use is neither permitted for any money laundering, anti social or speculative activities (including but not limited to investments/ trading in gold, mutual funds, etc) nor to be exploited commercially in the business (e.g. working capital purposes) of the Cardmember. If the personal Credit/Charge Card is noted to be used for prohibited, restricted or business purposes, the Bank may, at its sole discretion, exercise its right to close the concerned Credit/Charge Card and additional/add-on cards thereof without any notice. The Cardmember specifically acknowledges and understands that the Cardmember shall not misuse in any manner whatsoever or use/allow the usage of the Credit/Charge Card for dispensation of cash at any merchant establishments or by/through any other un-authorized person, either by swiping the EDC machines issued by Citibank or in any way whatsoever. It may be noted that bank has the right to enquire over the phone or through formal communication, seek details, proofs, etc about card transactions/pattern of usage, etc and the card member is contractually bound to provide the information sought from time to time by the bank. Lack of co-operation and / or non-satisfactory responses from you would lead to blocking/closure of the credit card by the bank.
- 7.4 It is clarified that charges incurred may, in case of some Merchant Partners, include a charge for the availment of the purchase or other facility (petrol transaction charge, railway booking or cancellation surcharge, etc). Such charges therein may be included in the Statements generated and are payable by the Card member to Citibank N.A. The cardmember may be required to sign the chargeslip and/or enter a PIN during the transaction. The card member must collect the chargeslip after the transaction . Card

members acknowledge and understand that the copies of chargeslips shall not be provided by Citibank N.A; in case it is not collected immediately after the transaction

- 7.5 Without prejudice to anything contained hereinafter in the Terms and Conditions, the Cardmember acknowledges and understands that in terms of relevant guidelines issued by the RBI, an International Credit Card cannot be used on the internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, gambling, betting, payment for call-back services or for such other activities, items or transactions which are banned or prohibited under the law or RBI or FEMA or by any other authority or under any other laws or regulations from time to time.
- 7.6 Without prejudice to anything contained in the Terms and Conditions, the Cardmember accepts that Citibank may selectively agree to provide him with the facility of effecting mail order or telephone order and online (via Internet) purchases. The Cardmember is aware that such mail order or telephone order and online purchases are Card Not Present (CNP) transactions and are guided by adequate customer authentication as prescribed or transaction PIN validation or One time password (OTP) validation as applicable and accordingly all such purchases shall be deemed to have been authorised by the Cardmember and hence the Cardmember, accepts and confirms that in the event of any dispute regarding the authenticity or validity of such purchase or charge, for any reason whatsoever, the Cardmember will clear all Card outstandings and such dispute shall be a matter between and be settled by the Cardmember with the concerned Merchant Partner and Citibank shall not be liable, in any manner whatsoever, for the same.
- 7.7 It is clarified that if the Cardmember opts for payment instruction /standing instruction/ automatic BillPay facility, the credit card will be auto-billed for the monthly dues or charges as and when they are requested by the biller for debit. Such payment instructions are set basis customer's specific request or biller payment policy /mandate as sign up criteria and such payments will be executed from the credit card if the card is open and in good standing, including in scenarios where the initial card where the instruction was placed has been swapped or converted or reissued. However, if the card has been blocked (e.g. reported lost/stolen) without a replacement card issuance, then in such instances, the payment instruction may lapse, without any responsibility to the bank, due to non-availability of an open card to debit/ charge per the instruction. For the purpose of continuity of payment service initiated via Citibank, any open credit card relationship may also be debited if the initial card is in closed status for any reason whatsoever.. Additionally, Bank may its own discretion reserves the right to allow certain low value charges on the blocked card. Cardmember may dispute the transaction as per normal transaction dispute process. Nothing withstanding the above, Bank reserves the right to not allow payment as referred above to be executed on cards closed due to fraudulent activity noticed / reported on the card

## 8 Cash Withdrawal

- 8.1 The Cardmember can use the Card to access cash from Automated Teller Machines ("ATMs") located at branches of Citibank and from other locations as decided periodically subject to the additional terms applicable to usage of ATMs. The Card can be used to

withdraw cash from all domestic (in addition to Citibank) and overseas ATMs which carry the Visa or MasterCard/Masetro logos if the Cardmember holds a Visa or a MasterCard credit card,.

**8.2** The minimum and maximum amount that can be accessed in a single withdrawal on the Card at Citibank ATMs will be specified or fixed by Citibank periodically. Such threshold at non-Citibank ATMs would be as per other bank's policies and discretion.. The total amount that can be withdrawn in cash at any point in time would be governed by available cash limits. The Cardmember may choose to retain the transaction confirmation slip generated by the ATM with him. Transaction fees as communicated via the Schedule of Charges published in the MITC and the Citibank website and as amended from time to time at the sole discretion of Citibank, would be levied and would be billed to the Cardmember in the next Statement. The transaction fee is subject to change at the discretion of Citibank from time to time with prior notice to the Cardmember and disclosed via the schedule of charge in the Most Important Terms and Conditions (MITC). It may be noted that the transaction charge will be levied for each withdrawal transaction irrespective of the total amount withdrawn in a day. All cash advances also carry an interest charge from the date of withdrawal until the date of full settlement by the Cardmember. The interest charge, as applicable is subject to change at the discretion of Citibank from time to time with notice to the Cardmember.

**8.3** The Cardmember has the facility of accessing cash through the use of the Card in the ATMs that accept the Card. To enable such use, an ATM-Personal Identification Number ("**A-PIN**") will be issued to the Cardmember and for the convenience of the Cardmember, the A-PIN will, at the risk of the Cardmember, be encoded on the Card prior to its delivery to the Cardmember. The Cardmember agrees that:

- (a) For select card type the A-PIN will be communicated to the Cardmember by post to the mailing address and entirely at the risk of the Cardmember. Cardmember may instead choose to self-select an instant A-PIN over the Interactive Voice Response (IVR) subsequent to the card receipt;
- (b) The Cardmember shall not disclose the A-PIN to any person and shall take all possible care to prevent its discovery by any person;
- (c) The Cardmember shall be fully liable to Citibank for all transactions made with the A-PIN and / or the Card whether with or without the knowledge of the Cardmember. However, in case of loss or theft of the Card or disclosure of the A-PIN to any third party, the Cardmember will not be liable for unauthorised transactions done after the loss, theft or disclosure of the A-PIN to any third party has been reported to the bank (through a call 24 hour CitiPhone helpline immediately) and card has been duly blocked for transactions. The Card member will not be liable for any misuse on a Card or PIN after he/she has informed Citibank of the loss, unless he/she has acted with gross negligence. The cardmember will be liable for all losses for any misuse that have happened with his/her consent or knowledge. Cardmember understands that such loss/ theft or misuse of card or disclosure of the A-PIN to any third party should be reported to the police and a First Information Report ("**FIR**") lodged in this regard. A written confirmation of the loss or theft or disclosure of the A-PIN to any third party, along with a copy of the FIR, should thereafter be delivered to the Bank;
- (d) The Cardmember shall not use the A-PIN after the disclosure of the same to any third party and immediately contact the bank for further action;



- (e) Citibank may at its absolute discretion issue a replacement Card with a new A-PIN for any loss or stolen Card or a new A-PIN on the existing Card on these Terms and Conditions or such other Terms and Conditions as the bank Citibank may deem fit;
- (f) Subject to the foregoing sub-clauses, the Cardmember will not hold Citibank liable in any manner whatsoever, in case of fraudulent/unauthorised use of the A-PIN through the Card falling in the hands of any third party or through the A-PIN coming to the knowledge of any third party.

**8.4** The Cardmember acknowledges that the facility of cash withdrawal is made available by the Bank on a best effort basis and will not hold the Bank responsible or liable in any manner for any consequences whatsoever in case of inability of the Cardmember to withdraw cash at an ATM on account of malfunction of the ATM or inadequate cash balance at the ATM or closure of an ATM site or otherwise howsoever.

## **9. Co-branded or Affinity Cards**

The Cardmember acknowledges that Co-branded or Affinity Cards issued by Citibank are included within the purview of the Terms and Conditions. Special features, benefits and any other specific Terms and Conditions pertaining to the specific co-brand are communicated in the literature and application form pertaining to the Co-branded or Affinity Cards from time to time. Citibank reserves the right to make any changes to the features or benefits pertaining to the Co-branded or Affinity Card or any other Citibank, and these will be communicated to the Cardmember from time to time.

Without prejudice to anything contained in these Terms and Conditions, where a Cardmember had been issued a Co-branded Card and/or an Affinity Card, the Cardmember acknowledges and accepts that information on usage of credit facilities by the Cardmember and specific demographic details of the Cardmember may be exchanged with co-brand/affinity partners, for analysis of Cardmember data and for the implementation of customer promotions, for revision of the features and benefits of the co-branded/affinity Card program, for transfer of loyalty units, for providing features and benefits pertaining to the co-branded/affinity Card program, from time to time. Such data may be used by Citibank and the co-brand/affinity partner for marketing purposes within the ambit of the co-branded/affinity program of which the Cardmember is a party.

## **10 PhotoCard**

Depiction of marks, symbols, and other materials including but not limited to the following is prohibited: competitive marks; political statements or symbols; advertising or promotional material (e.g. slogans or business cards); branded products; copyright material; celebrities/ musicians/public figures/athletes (except those associated with co-branded programmes); provocative or sexual material (e.g. swimsuits, pin-ups) materials offensive to cultural or religious values.

The photograph shall not exhibit anything which is against the interest of the sovereignty and integrity of India, the security of the State, friendly relations with foreign States, public order, decency or morality or involves defamation or contempt of court or is likely

to incite the commission of any offence or which is indecent, obscene, denigrating or is derogatory to women or is likely to deprave, corrupt or injure the public morality or morals.

The Cardmember hereby confirms that the recent photograph submitted by him for imprinting/use on the PhotoCard is not a monument, building, sites of strategic importance or establishment where photography is prohibited by any law in India. The Cardmember agrees to submit his picture/photograph in passport size only. The process of actual reproduction of photograph on the face of the Card might result in slight loss of colour or change in contrast of the photograph and the Cardmember hereby waives any objection that he may have thereto. The use of the photograph is subject to final approval of the Bank and the Bank reserves its right to reject any photograph which in its sole judgment or discretion is unfit for acceptance. The Bank is not obliged to return the photograph to the Cardmember and neither shall it be liable to pay any compensation thereof.

The Cardmember agrees to indemnify and hold harmless the Bank from any and all claims or legal actions, damages, costs, liabilities and expenses (including actual attorney's fees and expenses) arising directly or indirectly out of reproduction of the photograph on the face of the Card or in relation to any dispute with respect to the ownership or use of the copyright in the photograph. The Cardmember confirms that he is the owner of the copyright in the photograph and that the Bank would not be in breach of copyright or any other proprietary or other right in using the photograph. The Cardmember also agrees to offer the Bank all assistance in defending any claim or legal action whether criminal or civil, arising out of the use by the Bank of the photograph for issuing the Photo Card.

Photo on the card is an added feature, however, it does not absolve the cardmember of any misuse prior to reporting the loss/theft of the card. It may be noted that while the Cardmember may provide the recent colour photograph of himself at the time of application or thereafter as a part of periodic requests from the Bank for Know Your Customer (KYC) details renewal/updation as required by regulators or otherwise, the Bank would not imprint the photograph on the card plastic effective November 10, 2016

Without prejudice to the above, Cardmember understands that if the card applied /issued has a branding logo printed or Chip embedded for security reasons in the photo slot then photograph imprint would not be feasible, irrespective of customer's specific instruction for a photo card. The Cardmember hereby acknowledges, agrees and accepts that Citibank at its discretion reserves the right to, at any time and without prior notice and/or assigning any reason, may withdraw the issuance of PhotoCard to Cardmembers without any responsibility or liability.

## 11 Insurance Benefits

In addition to Terms and Conditions as may be stipulated by the concerned insurance company providing insurance cover/facilities, for the purpose of these Terms and Conditions, the following Terms and Conditions shall govern such insurance cover:

- 11.1 Insurance covers may vary from Card to Card. The Cardmember understands that he is required to check and understand the specific complimentary insurance cover provided to the Cardmember under the specific Citibank Card/Co-branded Card.

- 11.2 The Cardmember specifically understands that any complimentary insurance covers/facilities provided on any Card, if any, may not be available for any one or more specific category/type of Card.
- 11.3 The Cardmember acknowledges that the insurance cover so provided will be available to the Cardmember only as per the terms of the relevant insurance policy in force, and only so long as the Cardmember is and remains a Cardmember of Citibank with his Account being maintained in good standing (Card membership in open status), and on the Cardmembership being withdrawn (whether temporarily or permanently) for whatever reason, the benefit of such insurance cover shall automatically and *ipso facto* cease to be available from such date of cessation of Card membership. Further, the Cardmember also agrees that even during the continuation of his Card membership, Citibank may at any time with prior notice (in its sole discretion and /or without assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on Citibank to continue this benefit.
- 11.4 Benefits indicated in the concerned insurance policy shall be the maximum amount for which the Cardmember will be entitled in the event of any loss during the period of the respective insurance policies under which such covers are provided by the concerned insurance company.

## 12. Installment Programs

- 12.1 Citibank shall be entitled to, at its sole discretion, make available to individual Cardmembers installment loan programs on the Credit Card, without prejudice to the obligation of the Cardmember to make immediate payment on the incurring of a charge. These installment facilities include:

**(A) LOAN ON CREDIT CARD (VIA PHONE / INTERNET) FACILITY**  
**(B) EMI FACILITY**

as more properly described hereinafter.

### 12.2 (A) LOAN ON CREDIT CARD FACILITY

- (a) The Loan on Credit Card (via Phone or internet channels) Facility, herein after referred as Loan on Phone Facility, may be made available to Cardmembers at the sole discretion of Citibank based on the profile, credit behavior and any such other criteria of the Cardmember and/ or of the Card that Citibank may determine in its sole discretion as follows:
- (i) Up to available Credit Limit
  - (ii) Above Credit Limit
- (b) Citibank shall make available the Loan on Phone Facility to the Cardmembers through mailers or telephonically or online through Citibank website.

- (c) Receipt and encashment of a disbursed draft against such a Loan on Phone Facility shall be deemed as acceptance of these Terms and Conditions and/or the Terms and Conditions governing the concerned installment loan program
- (d) The Cardmember acknowledges that:
- (i) the installment facility is available at the sole discretion of Citibank and only to select Cardmembers;
  - (ii) no Cardmember may claim a vested right to avail of such facility;
  - (iii) such facility will be available for such period as Citibank may decide;
  - (iv) the interest component of the EMIs will be Cardmember specific as decided by Citibank , per its internal credit policy, from time to time in its sole discretion and intimated to the Cardmember prior to disbursal of loan; The EMI amount shall be included as a part of the minimum amount due appearing in the monthly statement.
  - (v) the amount of transaction fees and the tenure for the payment of the EMIs and other payment particulars will be Cardmember specific as decided by Citibank in its sole discretion and communicated to the Cardmember.
  - (vi) in the event the Card is closed prior to all the installments being charged, the loan outstanding shall be debited to the Card account as one consolidated amount. Finance charges at the credit card rate of interest and other charges as applicable will now apply to the total balance. Citibank shall be entitled to demand immediate repayment of such outstanding amounts.
- (e) Citibank reserves the right to change the tenure and interest rate during the life of the Loan on Phone Facility with due intimation to the Cardmember
- (f) The amount of each EMI payable will be debited to the Account on the billing date of every month. Delay in the payment of any EMIs on their respective due dates shall attract the then applicable (i) late payment charge and (ii) interest. It is hereby clarified that in the event, the Cardmember does not pay or delays in payment of the outstandings on his Card, Finance charges at the credit card rate of interest, over-limit charges and all such other charges as applicable shall be levied on the card including but not limited to the EMI due for that month. The aforesaid is without prejudice to the Bank's right to discontinue the Loan on Phone Facility and demand immediate repayment of the entire balance outstanding along with preclosure and related charges. Delay in the payment of such outstanding balance shall attract the applicable finance charges at the credit card rate of interest till repayment by the Cardmember.
- (g) The Cardmember acknowledges that the interest rate applicable on the Loan on Phone Facility shall be as per the covenants of the particular installment loan offer. Non-adherence to the Terms and Conditions of the concerned offer and/or delayed repayments may attract a penal interest, which will be decided and communicated by Citibank to the Cardmember from time to time.
- (h) The Cardmember acknowledges and agrees that for the Loan on Phone Facility availed above the Credit Limit, the Credit Limit on Card shall stand utilised to the extent of the EMI.
- (i) Any payment made into the Card Account over and above the EMI shall not be deemed to be payment towards the Loan on Phone Facility availed by the Cardmember and shall

not lead to an automatic closure of the said Loan. Any preclosure of the Loan on Phone Facility shall attract Prepayment charges at the rate of 3% (subject to change from time to time) on the outstanding principal amount of said Loan. Interest charge will also be applicable from the date of last EMI to the date of preclosure along with applicable service tax on the charges. Citibank reserves the right to revise the prepayment charges at its discretion. The prepayment charge as communicated from time to time during the loan solicitation shall be applicable. Once the Cardmember has opted for an installment program and for payment by EMIs, any subsequent change will attract a pre-closure charge as may be determined by Citibank and communicated to Cardmember from time to time. On preclosure of the loan availed above the credit limit, the entire loan outstanding will block the limit once debited and customer is expected to make payment against the loan outstanding with immediate effect.

- (j) Preclosure of loans issued over and above the credit line may result in its unpaid principal being considered as Over the Credit Limit (OCL) amount and being included as a part of Minimum Due for immediate payment. For such loan customer, Citibank, at its sole discretion, may revise the Credit Card limit as deemed appropriate prior to nonpayment related loan preclosure to avoid levy of Over the Credit Limit (OCL) charges. It may be noted that such revision in credit line would not be available for Cardmember use. Citibank shall be entitled to demand immediate repayment of such outstanding amounts. Instances where card payment higher or equal to the Minimum Amount Due is received prior to the subsequent billing date (before completion of three successive months of non-payment), LOP shall not be pre-closed and the credit limit would reset to the original limit.
- (k) For the loans issued over and above the credit line, where the credit limit was revised to avoid levy of OCL charges and card along with LOP are closed on account of nonpayment, such line revision would not be reset on account of card closure. Cardmember, if interested in Citibank credit card facility, would need to repay entire outstanding amount and apply for card afresh.
- (l) The Cardmember agrees that funds from the Loan on Phone Facility will not be used for speculative or money laundering and/or prohibited/ anti-social purpose and/or capital market use and/or business purposes, and/or purchase of gold/gold bullions/ gold coins/gold jewelry/ gold exchange traded funds/ gold mutual funds and for speculative or trading purposes such as shares and short term investments like KVP, PPF, NSC, Mutual Funds, fixed deposits, RBI bond, ULIP and for subscription into Citi offered wealth management, Insurance products or similar products. Citi prohibits the usage of unsecured loans for investments into Citi wealth management and insurance products. In the event that the loan facility is utilized by you for the purposes other than what is confirmed by Cardmember and as prohibited above, Citi shall be entitled to initiate lawful action against you and do all other acts and things as Citi may deem necessary to comply with its policies, including but not limited to liquidating their holdings of Investments/Insurance at that time. Cardmember will be liable for all costs and expenses that Citi may incur as a result thereof.
- (m) The Bank may, at its sole discretion, make available to the Cardmember the Balance Transfer Facility, wherein the Cardmember shall be eligible to transfer his outstandings on a Credit Card of another bank and avail of the Loan On Phone facility to facilitate repayment of the outstandings. Additionally, bank also offers eligible customers an

option to consolidate the balance on Citibank credit card (an EMI product where last statement balance minus minimum due of last statement balance are converted into EMI at an interest rate as communicated at the time of availing the product). A transaction fee, as stipulated by the Bank from time to time shall be levied and billed in the monthly on the same.

## 12.2 (B) EMI Facility

- (a) As an alternate to the existing modes of effecting payment of charges incurred and without prejudice to the obligation of the Cardmember to make immediate payment on the incurring of a charge, the Cardmember may, seek to avail of the option of paying for certain purchases through Equated Monthly Installments (“**EMI/s**”) as will be indicated in the Statement sent to the Cardmember which shall be subject to the following special Terms and Conditions:
- (i) Any EMI Facility granted by Citibank shall be subject to levy of a transaction fee as may from time to time be fixed by Citibank and intimated to the Cardmember;
  - (ii) Once a Cardmember has opted for payment by EMIs, any subsequent change will attract a pre-closure charge as may from time to time be fixed by Citibank depending upon the nature of the purchase and will be intimated to the Cardmember from time to time;
  - (iii) In case any portion of the billed and outstanding charges are not permitted to be paid in EMIs and such portion is not paid by the ‘Payment Due Date’, the same will bear and carry a specified interest charge as may be fixed by Citibank from time to time, which will be intimated to the Cardmember;
  - (iv) The amount of each EMI payable will be debited to the Account on the billing date of every month. In the event of non-clearance of the entire outstandings on the Card each month, by the Payment Due Date including the monthly EMI debited to the Account shall attract late payment charges from the date of the debit to the date of actual payment.
  - (v) The deduction of the EMI and late payment charges shall be without prejudice to the Bank’s right to discontinue the EMI Facility and demand immediate repayment of the entire outstanding balance. Delay in the payment of such outstanding balance shall attract the applicable late payment charge till repayment by the Cardmember;
  - (vi) The EMI Facility will be available for the following purchases, viz., (a) fresh purchases at Merchant Partners; (b) conversions of billed or unbilled purchases at Merchant Partners before the payment due date.
  - (vii) Depending on the nature of the purchase and profile of Cardmember, the Cardmember will be permitted purchases up to or above the ‘available Credit Limit’ or up to the ‘available Cash Limit’ as Citibank may determine in its absolute discretion. The expression ‘available Credit Limit’ and ‘available Cash Limit’ is the Credit Limit/Cash Limit from time to time set by Citibank for a Cardmember and notified to a Cardmember;

- (viii) Per extant Reserve Bank of India (RBI) guideline, no advances should be granted by banks for purchase of gold in any form, including primary gold, gold bullion, gold jewellery, gold coins, units of gold Exchange Traded Funds (ETF) and units of gold Mutual Funds. Accordingly, conversion of such transaction into an Equated Monthly Installment (EMI) scheme is prohibited
- (ix) The Cardmember acknowledges that the EMI Facility is available at the sole discretion of Citibank and only to select Cardmembers and no Cardmember may claim a vested right to avail of such facility and such facility will be available (a) for such period and at such Merchant Partners as Citibank may decide; (b) the interest component of the EMIs will be Cardmember specific as decided by Citibank and intimated to the Cardmember; (c) the amount of down payment, the amount of transaction fee, the tenure for the payment of EMIs and other payment particulars will be Cardmember specific as Citibank may decide and notify to the Cardmember.

### **13. Billing and Payments**

#### **13.1 Billing and Statements of Account**

- (a) Citibank will send the Cardmember a Statement on a monthly basis to the mailing address specified by the Cardmember to the Bank, billing him for all charges incurred by use of the Card plus all charges provided for in the Terms and Conditions.  
In case of charges in foreign currency, all such charges will be billed in the Statement in Indian Rupees only. Card transactions (including online and overseas transactions) effected in US Dollars will be converted into Indian Rupees. Card transactions effected in foreign currencies other than US Dollars will first get converted to US Dollars and then converted into Indian Rupees. The Cardmember hereby agrees and authorises the card networks (including but not restricted to VISA/ MasterCard) to convert charges incurred in foreign currency to the Indian Rupee equivalent at the prevailing exchange rate as on the date of settlement of the transaction with the card issuing bank and not the actual transaction date. The billed transaction amount would include a foreign currency mark-up charge as mentioned in the MITC.  
The foreign currency mark-up charge is towards facilitating international purchases on your card and covers the cost of currency conversion. For transactions in US Dollars, the foreign currency mark-up will be levied on the converted Indian Rupees equivalent of the US Dollars. For transactions in non-US Dollars, the foreign currency mark-up will be levied on the converted India Rupees of the US Dollars, as described herein and not on the non-US Dollar transaction currency. Charges incurred in Indian Rupees or local currencies of the Nepal/Bhutan shall be billed under the head 'Domestic Transactions', while charges incurred in all currencies other than Indian Rupees or the local currencies of Nepal/Bhutan on the Card shall be billed under a separate head 'International Transactions'. Statement copy requests for Statements beyond three (3) months would attract a charge.

If your transaction (including online and overseas transactions) is converted into Indian Rupees via DCC viz dynamic currency conversion (i.e. a service offered at certain ATMs and merchants which allows a card-member to convert a transaction denominated in a foreign currency to local currency i.e. Indian Rupees at the point of withdrawal/sale), the

Cardmember acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator/ merchant or dynamic currency conversion service provider, as the case may be. Additional DCC charges, if applicable, may also be levied by the overseas merchant/ATM operator. The issuing bank does not determine whether a card transaction will be converted into Indian Rupees via DCC and, where the transaction is for a retail purchase, card-member may have to check with the relevant merchant whether such conversion was effected.

Please also refer to the Schedule of Charges published in the MITC and the Citibank website for charge details. Please note that these Charges are liable to change at Citibank's sole discretion from time to time with notice.

- (b) A Cardmember may request to receive the Statement on e-mail if he subscribes to Citibank's Statement Online facility. Citibank will send the Statement in an electronic format each month to the e-mail ID specified by the Cardmember. A Cardmember may also view the Statement on Citibank Online at [www.citibank.com/india](http://www.citibank.com/india). Citibank may permit a Cardmember to archive his Statement for 18 months from the date the Cardmember registers for the Statement Online facility.
- (c) The Cardmember understand and accepts that he may not be sent a regular Monthly Statement if there have been no transactions on the Cardmember Account, if the Cardmember Account is nil or if the Cardmember Account has a credit balance.

## 13.2 Payments

- (a) The Cardmember will owe and make payment to Citibank of all charges incurred by the use of the Card, plus all charges provided for in the Terms and Conditions. The Cardmember shall become liable immediately to Citibank for payment of the amount of charges so incurred and notwithstanding that the Cardmember may not have received the Statement of the charges due by him, he shall be obliged to make payment of the aforesaid, on the basis of bills and chargeslips in his possession, within 30 (thirty) days of incurring the charge or earlier if requested.
- (b) Returning Indians maintaining Resident Foreign Currency ("**RFC**") Accounts in India or Foreign Currency Accounts abroad can also use the Card provided the reimbursement are made by debit to their RFC Accounts in India or Foreign Currency Accounts held abroad.
- (c) Citibank shall render Statements on the basis of copies of chargeslips received from Merchant Partners and other debits and the Cardmember shall make payments towards the same, so as to reach Citibank on or before the 'Payment Due Date' indicated in the Statement.
- (d) Outstation cheques, i.e. cheques payable at cities other than certain specific cities (such specific cities as are decided by Citibank from time to time and available on request) will attract a processing fee.  
For details of the charges applicable in this regard, please refer to the Schedule of Charges published in the MITC and the Citibank website. Please note that such charges are liable to change at Citibank's sole discretion from time to time with notice.



(e) Payments received against Card outstandings will be adjusted against each of below categories in the following order:

- (i) loan above card limit
- (ii) Other EMI plans
- (iii) Cash withdrawals
- (iv) Retail purchases

Within each of these plans, the order of adjustment will be

- (i) taxes, fees and other charges,
- (ii) interest charges,
- (iii) purchases/.cash advance/ principal.

It is expressly understood that Citibank will apply all payments made by the Cardmember in the aforesaid manner and any returned payments will be adjusted in the reverse order.

(f) Citibank has the sole discretion to vary the interest rate from time to time based on market conditions and/or based on various cardmember performance parameters, such as spend (purchases & cash withdrawals) and utilization trends on the card(s), repayment patterns, including default (non-receipt of payment) etc., and on credit bureau feedback related to other lending products used by the Cardmember and the applicable interest rate will be communicated to the Cardmember via statement. Please refer to the MITC for further details.

(g) The Cardmember shall reimburse or pay to the Bank, on demand, the amount paid or payable by it to any Governmental authority or any other regulatory agency, whether in India or abroad, on account of any interest tax or other tax, levies, charges etc. levied by such Government authority or agency on the interest or any other amount/service(s) (and/or other charges) payable to the Bank.

(h) Payments towards the Account may *inter alia* be made in any of the following ways:

- **Online:** Pay your Card outstanding online at [www.citibank.com/india](http://www.citibank.com/india) from your Citibank Banking Account using an Internet Password (IPIN) or use the **Citibank Epay Service** and pay from your non-Citibank banking account.
- **ECS/ ACH/ SI:** Payments can be made through the Electronic Clearing System/Automated Clearing House (ECS/ACH). In case you have a Citibank Account, you can opt for Standing Instruction (SI), where funds will be automatically transferred from your Citibank Banking Account to your Card account. Please visit the Customer Service tab on our website to download the SI / ECS/ACH form..
- Now you can also pay your credit card bills through NEFT. Please use IFSC Code CITI0000003 for this payment and mention your card number as the beneficiary account
- **Cheque/Draft** favouring "Citibank Card XXXXXXXXXXXXXXXX" can be dropped in Citibank ATMs drop boxes or mail them to the Bank's mailing address.

(i) Cardmembers are not permitted to make excess payment into their credit card and artificially enhancing their sanctioned credit limit for honouring high value transactions. Cardmembers are advised to approach Bank for enhancement of credit limit if such need arises.

- (j) Non-customer initiated payment/ credit such as merchant refunds, reward redemption credit/cash back, charge reversal, etc received into the account after statement generation are NOT considered as a credit to settle the payment towards Minimum Amount Due. Hence customers are requested not to reduce such credits from the customer initiated payment (e.g. cheque payment, online payments cash, etc) if they intend to make payment greater than or equal to the Minimum Amount Due. Rest assured, such credits will be considered to compute the subsequent months dues. Failure to pay the Minimum Amount Due in such cases, may result in levy of penal charges in accordance with MITC.
- (k) Cardmember may opt to sign up for Standing instruction for repayment from linked Citibank account or set up an ECS/ACH(Electronic Clearing Service/Automated Clearing House) instruction from any other bank account. For registration performed through ACH, the credit limit would be capped as the maximum amount. In case of changes in credit limit, customer would need to resubmit the ACH form

**a. Payment through Standing Instruction**

Card member may opt for /be mandatorily assigned (as per card offering construct) with Standing Instruction (SI) on your Credit Card. SI can be for Total Amount Due (TAD) or Minimum Amount Due (MAD). It may be noted that amount applicable for the SI execution is post accounting for the credits (customer-initiated payments, merchant refunds, reward redemption credit/cash back, charge reversal, etc, if any) and debits(payment reversals) received into the account after the last statement/bill up to a working day prior to the payment due date. SI execution works on the logic that either minimum of MAD or the difference between TAD and credits will get executed. Customer initiated payment plays a key role in deciding the amount of SI execution.

If the payment instruction /SI is for TAD

- In the event of the total amount due and the net of credits/debits (containing no customer initiated payments)be equal or more than the total amount due, SI is executed for Minimum amount due(MAD. In the event of total amount due and the net of credits/debits(containing payments) be equal or less to the total amount due, SI will be executed for the net difference of Minimum Amount Due and the payment received if the difference is greater than Rs. Zero.

Illustration:

Payment Instruction type	Scenarios	TAD	MAD	Customer initiated payment	Other credits	SI execution amount
TAD	A	1000	100	0 (no payment)	1000 or more	100 (min of MAD)
	B	1000	100	200 (Amt >MAD)	1000 or more	0
	C	1000	100	100 (Amt =MAD)	1000 or more	0
	D	1000	100	0 (no payment)	750 (< TAD)	250

	<b>E</b>	<b>1000</b>	<b>100</b>	<b>200 (Amt &gt;MAD)</b>	<b>750 (&lt; TAD)</b>	<b>50</b>
	<b>F</b>	<b>1000</b>	<b>100</b>	<b>100 (Amt =MAD)</b>	<b>750 (&lt; TAD)</b>	<b>150</b>

If the payment instruction /SI is for MAD

- In the event of total amount due and the net of credits/debits(containing no payments) be equal or less to the total amount due, SI will be executed for Minimum Amount Due.
- In the event of total amount due and the net of credits/debits(containing payments) be equal or less to the total amount due, SI will be executed for the net difference of Minimum Amount Due and the payment received if the difference is greater than Rs. Zero.

Illustration:

<b>Payment Instruction type</b>	<b>Scenarios</b>	<b>TAD</b>	<b>MAD</b>	<b>Customer initiated payment</b>	<b>Other credits</b>	<b>SI execution amount</b>
<b>MAD</b>	<b>A</b>	<b>1000</b>	<b>100</b>	<b>0 (no payment)</b>	<b>1000 or more</b>	<b>100</b>
	<b>B</b>	<b>1000</b>	<b>100</b>	<b>200 (Amt &gt;MAD)</b>	<b>1000 or more</b>	<b>0</b>
	<b>C</b>	<b>1000</b>	<b>100</b>	<b>100 (Amt =MAD)</b>	<b>1000 or more</b>	<b>0</b>
	<b>D</b>	<b>1000</b>	<b>100</b>	<b>0 (no payment)</b>	<b>750 (&lt; TAD)</b>	<b>100</b>
	<b>E</b>	<b>1000</b>	<b>100</b>	<b>200 (Amt &gt;MAD)</b>	<b>750 (&lt; TAD)</b>	<b>50</b>
	<b>F</b>	<b>1000</b>	<b>100</b>	<b>100 (Amt =MAD)</b>	<b>750 (&lt; TAD)</b>	<b>100</b>

The final amount post adjustments will be executed on the Payment Due Date. However, if the Payment Due date falls on a day succeeding Sunday or Public Holiday, the requisite funds per the instruction will be debited from the bank account a day prior to the Payment Due Date and the SI amount would be applied on the Payment Due Date on the card. Also the card member should ensure the full amount per SI should be available in the account, part payment to the extent of the funds available (less that the deductible amount per SI instruction) will not be executed unless otherwise the account is 30 days or more past due. The timeframe quoted above may vary depending upon number of days and holidays in a month. If the account is overdue then part payments are auto deducted to clear the outstanding subject to fund availability in the bank account.

**b. Payment by ECS/ACH**

Card member may opt for Electronic Clearing System /Automated Clearing House (ECS/ACH) on your Credit Card. ECS/ACH can be for Total Amount Due (TAD) or Minimum Amount Due (MAD) or Fixed Amount due ( FAD).It may be noted that amount applicable for the ECS/ACH execution is post accounting for the credits (customer-initiated payments, merchant refunds, reward redemption credit/cash back, charge reversal, etc, if any) and debits(payment reversals) received into the account after the last statement/bill up to a working day prior to the payment due date. ECS/ACH execution works on the logic that either minimum of MAD or the difference

between TAD and credits will get executed. Customer initiated payment plays a key role in deciding the amount of ECS/ACH execution.

If the payment instruction ECS/ACH is for TAD

- In the event of the total amount due and the net of credits/debits (containing no customer initiated payments) be equal or more than the total amount due, ECS/ACH is executed for Minimum amount due(MAD).
- In the event of total amount due and the net of credits/debits(containing payments) be equal or less to the total amount due, ECS/ACH will be executed for the net difference of Minimum Amount Due and the payment received if the difference is greater than Rs. Zero.

Illustration:

Payment Instruction type	Scenarios	TAD	MAD	Customer initiated payment	Other credits	ECS/ACH execution amount
TAD	A	1000	100	0 (no payment)	1000 or more	100 (min of MAD)
	B	1000	100	200 (Amt >MAD)	1000 or more	0
	C	1000	100	100 (Amt =MAD)	1000 or more	0
	D	1000	100	0 (no payment)	750 TAD (<	250
	E	1000	100	200 (Amt >MAD)	750 TAD (<	50
	F	1000	100	100 (Amt =MAD)	750 TAD (<	150

If the payment instruction ECS/ACH is for MAD

- In the event of total amount due and the net of credits/debits(containing no payments) be equal or less to the total amount due, ECS/ACH will be executed for Minimum Amount Due.
- In the event of total amount due and the net of credits/debits(containing payments) be equal or less to the total amount due, ECS/ACH will be executed for the net difference of Minimum Amount Due and the payment received if the difference is greater than Rs. Zero.

Illustration:

Payment Instruction type	Scenarios	TAD	MAD	Customer initiated payment	Other credits	ECS/ ACH execution amount
MAD	A	1000	100	0 (no payment)	1000 or more	100
	B	1000	100	200 (Amt >MAD)	1000 or more	0
	C	1000	100	100 (Amt =MAD)	1000 or more	0

	<b>D</b>	<b>1000</b>	<b>100</b>	<b>0 (no payment)</b>	<b>750 (TAD)</b>	<b>(&lt;)</b>	<b>100</b>
	<b>E</b>	<b>1000</b>	<b>100</b>	<b>200 (Amt &gt;MAD)</b>	<b>750 (TAD)</b>	<b>(&lt;)</b>	<b>50</b>
	<b>F</b>	<b>1000</b>	<b>100</b>	<b>100 (Amt =MAD)</b>	<b>750 (TAD)</b>	<b>(&lt;)</b>	<b>100</b>

If the payment instruction ECS/ACH is for FAD

- In the event of Fixed amount due and the net of credits/debits(containing no payments) be equal or less to the total amount due, ECS/ACH will be executed for higher of Minimum Amount Due/Fixed amount due.
- In the event of Fixed amount due and the net of credits/debits(containing payments) be equal or less to the total amount due, ECS/ACH will be executed for the net difference of Minimum Amount Due and the payment received if the difference is greater than Rs. Zero.

Illustration:

Payment Instruction type	Scenarios	TAD	MAD	FAD	Customer initiated payment	Other credits	ECS/ACH execution amount
<b>FAD</b>	<b>A</b>	<b>1000</b>	<b>100</b>	<b>50</b>	<b>0 (no payment)</b>	<b>1000 or more</b>	<b>100</b>
	<b>B</b>	<b>1000</b>	<b>100</b>	<b>50</b>	<b>200 (Amt &gt;MAD)</b>	<b>1000 or more</b>	<b>50</b>
	<b>C</b>	<b>1000</b>	<b>100</b>	<b>50</b>	<b>100 (Amt =MAD)</b>	<b>1000 or more</b>	<b>50</b>
	<b>D</b>	<b>1000</b>	<b>100</b>	<b>50</b>	<b>0 (no payment)</b>	<b>750 (TAD)</b>	<b>(&lt; 100)</b>
	<b>E</b>	<b>1000</b>	<b>100</b>	<b>50</b>	<b>200 (Amt &gt;MAD)</b>	<b>750 (TAD)</b>	<b>(&lt; 50)</b>
	<b>F</b>	<b>1000</b>	<b>100</b>	<b>50</b>	<b>100 (Amt =MAD)</b>	<b>750 (TAD)</b>	<b>(&lt; 50)</b>
	<b>G</b>	<b>1000</b>	<b>100</b>	<b>150</b>	<b>0 (no payment)</b>	<b>1000 or more</b>	<b>150</b>

The final amount post adjustments will be executed on the Payment Due Date. ECS/ACH amount would be applied on the Payment Due Date on the card. Also the card member should ensure the full amount per ECS/ACH should be available in the account. The timeframe quoted above may vary depending upon number of days and holidays in a month.

Payments initiated by customers through RTGS prior to cut-off would be credited to the card account by end of the same business day

- (h) In case of any delay in payment or otherwise, at its sole discretion, Citibank will be entitled to withdraw the credit facility provided under the Card. Further, Citibank has the right to initiate/take all actions against the Cardmember under law and equity. Citibank

may also instruct the Merchant Partners not to honour the Credit/Charge Card and/or to take custody of the Card by listing the Card Number in the Warning Bulletin or otherwise.

#### **14. Death of a Cardmember**

Without prejudice to anything contained herein, in the event of death of a Cardmember, Citibank reserves the right to pursue all courses available to it under law and equity to recover any Card outstandings, including recovery of the Card outstandings from any applicable insurance cover or from the heirs/executors/administrators/family members of the Cardmember or from the Account by way of lien or set-off of all the Card outstanding dues against the credit balances available in any of the Accounts.

#### **15. Returned Payments**

In case the cheque/ECS/ACH or any other payment instrument forwarded by the Cardmember is not honoured for any reason whatsoever or must be returned to the Cardmember because it cannot be processed, Citibank reserves the right to proceed legally, including but not limited to initiating proceedings under Sections 138 read with Section 142 of the Negotiable Instruments Act, 1881, against the Cardmember and would at its discretion levy an additional fee and/or temporarily withdraw charge facilities on the Card or linked credit cards. Such returned or delayed card payments would result in block/decline of card /card transactions, including linked card relationships without any notice. Repeated instances of payment instruments not being honoured could result in cancellation of the Cardmember's account.

Please refer to the Schedule of Charges published in the MITC and Citibank website for details on charges for cheque/ECS/ACH return. Please note that the charges applicable for cheque/ECS/ACH return are liable to change, with notice, from time to time at Citibank's sole discretion.

#### **16. Charges**

- 16.1 The Cardmember accepts that at its sole discretion, Citibank or its appointed representatives, may at any time, follow up with him for payment against charges earlier incurred on the Card. The Cardmember also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by Citibank for related and incidental matters, including charges for renewal/replacement of a Card, for a duplicate Statement/chargeslip, transaction fee for cash advance, collection charges for outstation cheques, penal fees for returned payments and like expenses, and in the event of legal action initiated, all legal expenses and decretal amount with interest.
- 16.2 The Cardmember has the benefit of the following modes of effecting payment of charges incurred:
- (a) Notwithstanding that the Cardmember shall become liable to pay immediately a charge which has been incurred with the use of the Credit/Charge Card, if there are any outstandings (whether billed or not) remaining unpaid as on a Payment Due Date then such outstandings shall bear and carry an interest charge. In case of other Citibank Cards, the charges levied will be based on usage and payment patterns and are subject to periodic review. The late payment charge and the interest charge is/are liable to

change by Citibank with notice and will apply at such rates as Citibank may from time to time decide from either of the following dates:

- (i) Where the charge is in respect of purchase of goods or services, from the date of they being included in the records of Citibank.
  - (ii) Where the charge is in respect of withdrawal of emergency cash, from the date of such withdrawal up to the date of receipt of payment by Citibank.
- (b) Without prejudice to the immediate liability of the Cardmember for payment of the amount of the charges incurred, the Cardmember may exercise the option to pay on or before the Payment Due Date only the Minimum Amount Due (“**MINAD**”) indicated on the Statement, in case of MasterCard and Visa Cards For MINAD applicable for your card, please refer to the MITC and Citibank website. Where this option is exercised, the same shall be subject to the following special Terms and Conditions:
- (i) All charges incurred by the use of the Card shall bear and carry an interest charge at the rate and in manner stated as in Clause 20.2(a) hereinabove.
  - (ii) Any portion of the MINAD remaining unpaid shall be carried forward and added on to the MINAD for the next Statement and bear and carry interest as in Clause 18.2(a)(i) hereinabove
  - (iii) Any MINAD or portion thereof that has been paid shall cease to carry interest after the date of receipt of payment by Citibank.
  - (iv) Citibank may at its discretion at any time and without notice withdraw this payment option in relation to any Cardmember.
  - (v) If the total outstanding exceeds the Credit Limit, an additional interest charge will be levied on the total outstanding exceeding the Credit Limit (maximum amount during the Statement period). For details on applicable interest charges, please refer to the Schedule of Charges published in the MITC and the Citibank website. This interest charge is liable to change with notice and will apply at such rates as Citibank may from time to time decide.
- (c) **Other Charges & Fees:**
- (i) Charges and fees, as may be applicable from time to time, are payable by Cardmembers for defaults committed by him, with reference to his Cardmember account or for specific services provided by Citibank to the Cardmember.
  - (ii) The Cardmember recognizes and agrees that Citibank retains the absolute right and discretion to alter such charges or fees from time to time or to introduce any new charges or fees, as it may deem appropriate, with due intimation to the Cardmember.
  - (iii) **Late Payment charges** will be applicable if the Minimum Amount Due on the card is unpaid after the Payment Due Date. Late payment charges are levied based on the current balance on your card on or within 3 days post the Payment

**Due Date.** Late payment charges are applied on the current outstanding on the date of late fee assessment which will include transactions till the date of late fee assessment.

**Illustrative Example for Calculation of Late Payment Charges:**

Assume you receive a statement for the period 16th Oct – 15th Nov, with a payment due date of 3rd Dec. You need to pay at least the minimum amount due as per your card statement by the payment due date (3rd Dec) to ensure that no late payment charges are levied. If you fail to do so, then late payment charges would be levied based upon the current balance on the card on the day the charges are levied, as per the following bands:

Rs.300 for current balance up to Rs.10000  
 Rs.600 for current balance from Rs. 10001 - 25000  
 Rs.950 for current balance above Rs.25000

Thus, in the example detailed above, if you make a payment greater than or equal to the Minimum Amount Due only on, say, 9th Dec, and you have a current balance of Rs. 5000 on the card, Rs. 300 will be levied on the card as Late Payment Charge. This charge will also be applicable if you make a payment of less than the minimum amount due by the payment due date.

It may be noted that the charges applicable would be dependent on the card type that the Cardmember holds. Cardmember is advised to refer to the Schedule of Charges in the MITC for the applicable charge/rate.

- (iv) **Charges:** Subject to the Terms and Conditions stated hereinabove, a schedule of the standard charges that may presently be levied by Citibank on the Cardmember is communicated at time of application, along with Welcome kit, monthly statements and on the Citibank website. These Schedule of Charges are published in the Most Important Terms and Conditions (MITC) and the Citibank website. However, please note that these charges are, with notice, liable to change from time to time at the sole discretion of Citibank.

**(v) Interest Charges**

**(a) For Citibank Cards:**

- (i) Interest Charges are calculated by the Average Daily Balance method and will apply to all balances carried forward and to fresh billing from date of purchase till date of full settlement. The applicable Minimum-Maximum Interest rate levied and its computation methodology is communicated to the Cardmember via Most Important Terms and Conditions (MITC) through Application, Statement and Citibank website. If the credit card opted by customer is issued under Dynamic Annualized Percentage Rate (DAPR), the applicable rate would be based on various Cardmember performance parameters, such as spend (purchases & cash withdrawals) and utilization trends on the card(s), repayment patterns, including default (non-receipt of payment) etc., and on credit bureau feedback related to other lending products used by the Cardmember. Interest will be charged if the Cardmember does not pay back the previous bill in full by



the payment due date (as per credit card statement) and also on all Cash Advances. Interest will be charged from the date of transaction until the date of full settlement. All charges are dynamic and are subject to change based on Citibank's periodic review. ..

- (ii) The monthly interest charges may increase up to a maximum rate, which is communicated in the MITC and Citibank website, if the Cardmember does not pay on time or exceeds his prescribed credit Limit, or bounce a cheque/any other instrument of payment.
- (iii) If the Cardmember avail of more than one dynamic interest rate credit card, i.e. any card other than Ultima, then interest rate applicable on the new card will be same as the existing card, irrespective of the type of card/class that you choose as your 2nd card. Essentially, the interest charges will be applicable at the customer level and not based on the product type. An exception to this could happen when the billing cycles on different dynamic interest rate credit cards held by you are different. In such a scenario, the interest rate would be applicable at a card level and not at a customer. If Cardmember are using the revolving credit facility, the closing balance as per your previous statement will accrue interest till the date of full payment of the total amount due. All charges are dynamic and are subject to change based on Citibank's periodic review
- (iv) If the customer is using our revolving facility and decides to clear all outstanding by PDD, the customer will be charged interest on the Total Amount Due from date of statement till date of final payment. All new purchases will have interest deferred and billed/waived depending on payment in subsequent cycles
- (v) Interest Charges on Cash Advances/withdrawal are applicable from the date of transaction until date of full settlement.
- (vi) Interest Charges will be applicable if the MINAD is unpaid after the Payment Due Date.

**NOTE:** *If you spend Rs.5000/- and you pay back exactly the minimum amount due every month, then it may result in repayment stretching over 6 years with consequent interest payment on the outstanding amount. Therefore, you should, whenever your cash flow allows pay back substantially more than your minimum due. This will also help open up your spending limit & improve your credit rating*

- (vii) **Over the Credit Limit Charges:** If you make a transaction/cumulative transactions that exceeds your available credit limit on your card, the Bank shall use its sole discretion and decide whether or not to approve the transaction. For such transaction(s) attempt, Bank's decision on approval of , such additional temporary credit line to the customer would be basis his past card performance history. The liability of such transactions which exceed the assigned credit limit, if any, shall also be of the card holder, similar to that of transactions within the assigned credit limit. Incase the card limits exceeds 90% limit, vide spends made through the add-on card holder. There is no SMS alert which is triggered. Also

utilized credit limit will be released only after realization of the credit /payment received through cheque / DD / E-transfer and on account of such unrealized funds, the fresh transactions would take the card balances over the credit limit. It is clarified that in such instances whereby the outstandings/dues exceed the credit limit assigned, an over-limit charge would be levied to the card account. and the Over the Credit Limit Charges are applicable on Total Outstanding exceeding the Credit Limit assigned. If one credit card is Over Credit Limit (OCL), the OCL amount will get adjusted against credit limit of other credit card for same relationship. This may result in temporary blockage of available credit limit. As a service gesture Citibank N.A may approve certain transactions attempted by the cardholder which are over and above the credit limit, Please note that if the outstanding amount exceeds the credit limit, an Over Credit Limit (OCL) charge as per Schedule of Charges will be applicable For details of these charges, please refer to the Schedule of Charges published in the MITC and the Citibank website which are liable to change, with notice, from time to time and at the sole discretion of Citibank.

- (viii) To avail of credit of railway ticket cancellations, please send the original credit voucher within seventy-five (75) days from the date of cancellation.

#### 17. (a) Payment Due Date Calculation

The Payment Due Date of the statement can vary between 17 and 23 days from the statement date depending on whether you normally make full payment or part payment. This period is on the discretion of the bank.

#### Illustrative Example for Payment Due Date:

For a statement for the period 15 May to 15 Jun, the payment due date can vary from 2nd Jul to 8th Jul.

#### (b) Interest-Free Grace Period

Subject to the discretion of Citibank, the interest free credit period could range from seventeen (17) to fifty five (55) days from the date of purchase. To be more specific, due date varies between seventeen (17) to twenty three (23) days post statement generation date. The Cardmember agrees that the said interest-free credit period will not be applicable in the event the Cardmember is unable to clear the previous month's balance in full or if the Cardmember has availed of cash from an ATM or availed drafts.

#### 18. Disputes

- 18.1 Any chargeslip or other payment requisition received from a Merchant Partner by Citibank for payment shall be conclusive proof that the charge recorded on such chargeslip or other requisition was properly incurred in the amount and by the Cardmember referred to in that chargeslip or other requisition, as the case may be, by the use of the Charge/Credit Card, except where the Card has been reported lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardmember. The

other payment requisition referred to in this Clause shall include any and all payments pertaining to permissible expenses incurred by a Cardmember at a Merchant Partner by use of the Card which is not recorded on a chargeslip.

- 18.2 Should the Cardmember choose to disagree with a charge indicated in his Statement, the same should be communicated so as to reach Citibank within 30 (thirty) days from receipt of the Statement, failing which it would be construed that all charges and the Statement are entirely in order and accepted by the Cardmember. On receipt by Citibank of any such communication from a Cardmember, Citibank may, at its sole discretion, reverse the charges on a temporary basis and also seek few documents in order to proceed with the investigation. If on completion of subsequent investigation, the liability of such disputed charges is to the Cardmember's Account, the charge will be reinstated in a subsequent Statement and a fee will be billed per reinstated charge. For details regarding this fee, please refer to the MITC and the Citibank website and please note that the same is liable to change, with notice, from time to time at the sole discretion of Citibank.
- 18.3 Any disputes/complaints/grievances other than those stated above shall be referred to Citibank by the Cardmember within a period of 60 (sixty) days from the date of happening of the event to which such dispute/complaint/grievance relates.
- 18.4 Transactions, where the Card is not physically required, which are duly authorised by the Cardmember by use of the Cardmember's Telephone Personal Identification Number (TPIN) or Internet Personal Identification Number (IPIN) or OTP generated on Cardmember's mobile number registered with Bank or through any alternative authentication methods as prescribed by the Bank, such transactions are deemed to be valid transactions.
- 18.5 Secure transactions where IPIN/OTP (One Time Password)/ APIN (ATM Personal Identification Number) has been validated to authenticate cardmember identity prior to completing a Card Not Present (CNP) / Card Present (CP) transaction (as applicable) will be deemed valid. Cardmember will be liable for such transactions. The bank will not entertain any dispute request towards such secure transactions. In case of dispute, cardmember would be required to file a complaint with police or appropriate law enforcement authorities and the bank is committed to provide assistance as required.

## 19. Quality of Goods and Services

- 19.1 Citibank shall not in any way be responsible for merchandise, merchandise warranty of the goods purchased or services availed of by the Cardmember from Merchant Partners including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardmember. It must be distinctly understood that the Credit Card facility under the Terms and Conditions is purely a facility to the Cardmember to purchase goods or avail of services and Citibank holds out no warranty or makes no representation about quality, delivery, performance, suitability, use or otherwise howsoever of goods and/or services availed of by the Cardmember from the Merchant Partner, and any dispute or claim must be resolved by the Cardmember with the Merchant Partner. Citibank shall not be made party to any disputes between the Cardmember and the Merchant Partner. The Cardmember shall not communicate in any manner whatsoever, *inter alia*, by electronic mail, telephone, post, or personal meeting,

with Citibank in this regard any such communication if sent to Citibank shall not be entertained by Citibank.

- 19.2 The Cardmember hereby confirms and agrees that the existence of a claim or dispute shall not relieve the Cardmember of his obligation to pay all charges and the Cardmember agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever.
- 19.3 Purchase made on the Credit Card shall remain the property of Citibank, where applicable, till such time the charges pertaining thereto are fully paid by the Cardmember to Citibank. Citibank reserves the right at any time to seize or direct a Merchant Partner or any third party to seize all or any purchases made on the Credit Card if they are or come into the possession, custody or control of Citibank, the Merchant Partner or third party, as the case may be. All liquor charges shall be subject to the laws in each state for acceptance of the Credit Card.

## **20. Exclusion of Liability**

- 20.1 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardmember in respect of any loss or damage arising directly or indirectly out of (a) any defect in any goods or services supplied; (b) the refusal of any Merchant Partner to honour or accept a Card; (c) the malfunction of any computer terminal; (d) the giving of transaction instruction(s) other than by a Cardmember; (e) any statement made by any person requesting the return of the Card or any act performed by any person in conjunction thereof; (f) handing over of the Card by the Cardmember to anybody other than designated employees of the Bank at the Bank's premises; (g) the exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal; (h) the exercise by the Bank of its right to terminate any Card or the Card Account; (i) any injury to the credit character and reputation of the Cardmember alleged to have been caused by the repossession of the Card and/or any request for its return or seizure of all or any purchases made on the Credit Card or the refusal of any service establishment/mail order establishment to honour or accept the Card; (j) any misstatement, misrepresentation, error or omission in any details disclosed by the Bank or its agents or representatives; (k) decline of a charge because of exceeding credit limits or foreign exchange entitlements as prescribed by the Exchange Control Regulations issued by the RBI from time to time, or the Bank becoming aware of the Cardmember exceeding his entitlements; (l) inability of the Cardmember to withdraw cash at any ATM; (m) malfunction of any communication or other equipments resulting in the inability of the Cardmember to avail of any facilities or to access any services; (n) any defect in any services concerned insurance company or adequacy of insurance cover.
- 20.2 In the event a demand or claim for settlement of outstanding dues from the Cardmember is made either by the Bank or any person acting on behalf of the Bank, the Cardmember agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardmember, in any manner and the Cardmember absolves the Bank and its employees and officers of all liabilities in this regard.

## **21. Additional Cards**

- 21.1 With respect to other multiple accounts such as family accounts, the holder of any Additional Credit Card on the account and the individual Cardmember authorising its issuance are jointly and severally bound by the Terms and Conditions and the Cardmember though primarily responsible, assumes joint and several liability for all charges incurred by the Additional Cardmember.
- 21.2 The facility of an Additional Card being a special facility at a concessional fee/rate, continuation of the Cardmembership of the Additional Cardmember will be dependent on continuation of Cardmembership of the Primary Cardmember.
- 21.3 The facility of an Additional Card will stand terminated in case of termination of cardmembership of Primary Cardmember. The liability of the Additional Cardmember for payments to the Bank is joint and several with the Primary Cardmember.
- 21.4 It is responsibility of the primary Cardmember to ensure that all information and /or document required as per the relevant regulations and policies and as may be prescribed by the Bank pertaining to the additional cardmember(s) are furnished to the Bank in a timely manner.
- 21.5 Without prejudice to the joint & several repayment obligations of the outstanding dues on the credit card by the Primary Credit Card Member and/or Additional Card Member, it is acknowledged and accepted that there shall be no commingling in usage of credit card facility i.e.,: (i) Primary credit card member shall not assign/transfer or permit usage of the credit card standing in his/her name to the additional card member or to any other person/third party and (ii) the Additional Card member shall not assign/transfer or permit usage of the credit card standing in his/her name to the Primary Card member or to any other person/third party. In the event of any breach committed by the Primary/Additional card member, such contrary actions would constitute the same to be misuse of the credit card at the sole / joint risk & peril of the Primary/Additional Card Member(s) and bank shall not be liable for all or any consequences thereof and no claim whatsoever shall be entertained in such event

## **22. Lost or Stolen Cards or Misuse of Cards**

- 22.1 If the Card is lost or stolen the Cardmember must immediately inform Citibank and also file an FIR with the local police and send a copy thereafter to Citibank. The Cardmember will be liable for all charges incurred on the said card, till the Card is reported lost to Citibank by the customer and usage on it is suspended as a result of such reporting. Citibank may, without referring or issuing notice to the Cardmember, give the police or other relevant authorities any information about the loss or theft of a Card.
- 22.2 A Cardmember may report a Card lost over the telephone using the 24 hour phone banking platform. Citibank will upon adequate verification, temporarily suspend the Card Account and will not be liable for any inconvenience caused to the Cardmember on this account.
- 22.3 . If the Cardmember loses his MasterCard or Visa Card overseas, he may either call CitiPhone or he may report the loss through the Visa or MasterCard Global Emergency

Assistance Helplines. In case the Cardmember uses the Visa or MasterCard Emergency Assistance Services then the charges would be as applicable.

- 22.4 The Cardmember will not be liable for any misuse of a Card after the Cardmember has intimated Citibank that the Card has been lost or stolen and after Citibank has temporarily suspended the Card Account and listed the Card Number in the Warning Bulletin, provided the Cardmember has not acted fraudulently or with gross negligence.
- 22.5 The Cardmember shall take cognizance of the fact that once a Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, or if required by Citibank, returned to Citibank for cancellation and adequate care taken to prevent its misuse. The Cardmember acknowledges that the Cardmember shall not use such a recovered/found card and shall ensure destruction or return to Citibank of such Card.
- 22.6 The Cardmember is responsible for the security of the Card and mobile device which has the mobile number registered with Bank to receive OTP and shall take all steps towards ensuring the safekeeping thereof. The Cardmember should not handover /share the card /PINs/OTP to the third party even if the person is claimed to be representative from Citibank. In the event Citibank determines that the aforementioned steps are questionable, financial liability on the lost or stolen Card or financial liability incurred due to misuse of OTP for any reason whatsoever including but not limited to stolen or lost mobile device or SIM Card would rest with the Cardmember and could even result in cancellation of the Account. The Cardmember acknowledges and agrees that he will be liable for all losses in the event he has acted fraudulently or negligently. Further, if the Cardmember acts without reasonable care, the Cardmember agrees that he shall be liable for all losses incurred as a consequence thereof. This may apply if the Cardmember fails to follow the safeguards as specified by Citibank in the Terms and Conditions or otherwise.
- 22.7 Issuance of a replacement Card will be done at a charge. Please refer to the Schedule of Charges published in the MITC and the Citibank website for charge details and please note that the same is liable to change, with notice, from time to time at the sole discretion of Citibank.

### **23. Fees**

- 23.1 All fees payable by a Cardmember shall be decided by Citibank in its sole discretion in accordance with applicable laws and guidelines, and the same will be intimated to the Cardmember. A fee is payable by a prospective Cardmember on application for Card membership. An annual Renewal Fee towards renewal of Card membership is payable by the Cardmember on or before the first anniversary of the Fee date, which would be duly billed to the Cardmember on or before the expiry of the Card membership. Fees and Renewal Fees would be specified by Citibank from time to time. The joining fees and annual fees, as applicable, shall be directly charged to the Cardmember's Account and the same will be displayed in the Statement of the concerned month in which it is charged.
- 23.2 The Credit/Charge Card will be initially valid for such period as may be decided by Citibank. Before or upon expiry of the initial validity period, the Credit Card (unless withdrawn or cancelled by Citibank or the Cardmember communicates in writing his

intention not to continue use of the Card and surrenders the Card) will be automatically renewed by Citibank at its sole discretion for such further period or periods as may be decided by Citibank from time to time. Renewal will be done only if the Account has been maintained in good credit rating. Before or upon such renewal, a fresh Credit Card will be issued to the Cardmember and card renewal fee (as applicable) will be billed to the Cardmember. For any Cardmember's request to renew the Credit Card (instances which have not been auto-renewed), Citibank reserves its right not to renew the same without assigning any reason therefor. In case of withdrawal of Card membership, the pro-rata Card membership/Renewal fees paid by the Cardmember towards Card membership/Renewal shall not be liable to be refunded.

- 23.3 Card membership once given does not amount to an obligation on the part of Citibank to renew the same subsequently.

## **24. Closing of Account**

- 24.1 The privileges of the Credit Card may be withdrawn and the Credit Card cancelled by Citibank at any time, including on the occurrence of an Event of Default (in its absolute discretion and without giving notice thereof to the Cardmember or assigning any reason therefore) either temporarily or permanently.
- 24.2 In case of no activity / transaction on the Card and/or if the Card has remained in-operational for the past 12 Months or any such period as deemed fit by the Bank's credit committee, the Bank may exercise its right to close the concerned inactive Card(s) and linked additional Card(s) issued to family members.
- 24.3 In case of temporary withdrawal of the Card, the privileges of Card Membership may be re-instated by Citibank at its discretion but will be considered as a fresh Card membership. In case of a permanent withdrawal, Citibank may refuse to re-admit a Cardmember permanently. However, it is made distinctly clear that withdrawal (whether temporary or permanent) shall constitute cessation of Card membership altogether until the Cardmember is readmitted. In case the charge facilities are at any time withdrawn (whether temporarily or permanently) the same shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to Card membership. Card membership may be withdrawn and Account closed at any time without reference to the validity period embossed on the Card. Further, Citibank may also restrict, terminate or suspend the use of the Cardmember Account at any time without prior notice if Citibank reasonably believes it necessary for business or security reasons.
- 24.4 The Cardmember agrees to surrender the Credit Card to Citibank or its representative or a Merchant Partner, upon being requested to do so either by Citibank or its representative or by a Merchant Partner. Use of the Credit/Charge Card after notice of withdrawal of its privileges is fraudulent and subjects the user to legal proceedings.
- 24.5 Notice of withdrawal or request to surrender shall be deemed given when a notice posted to the last address of the Cardmember known to Citibank would have been received in the ordinary course of post/courier service. Citibank shall not be held accountable for delays/non-receipt of such withdrawal notices in the post/courier service. Notice of withdrawal may also be deemed given by an oral or written request made by a Merchant Partner on behalf of Citibank.

- 24.6 Subject to verification, the Cardmember can terminate the Card Membership / Terms and Conditions at any time by writing to Citibank or intimating the request for closure to 24-Hour CitiPhone.
- 24.7 Upon termination of Card membership of the Cardmember for any reason whatsoever, whether at the instance of the Cardmember or Citibank, the Cardmember shall remain liable for all charges incurred by the use of the Credit/Charge Card. The Cardmember acknowledges and agrees (subject to any default or other notice required by law) to immediately pay to Citibank the total outstanding balance on the Card / the Account, including without limitation all amounts due to Citibank under the Terms and Conditions (including all transactions and other amounts not yet charged to the Card / the Account). It is expressly understood that the Account will not be considered as closed by the Bank until the Cardmember has paid all such due amounts.
- 24.8 The Cardmember specifically acknowledges that once his Account is closed, the privileges (including but not limited to all benefits and services accrued reward points not redeemed ) of the Credit Card stand withdrawn, reinstatement of the same is neither automatic nor attendant and will take place solely at the discretion of Citibank. The Cardmember also acknowledges that the aforementioned takes precedence over any communication in this context that the Cardmember might receive during the normal course.
- 24.9 If the Bank exits an arrangements with a co-brand partner of certain Credit Card(s) or any Card product proposition, the Bank shall intimate the Cardmember of the same in advance and provide an option to the Cardmember, on best effort basis, to switch to an alternate Credit Card,. If the Cardmember is not contactable or if the Cardmember's decision is unavailable by the end of a designated period, the Bank shall have the right to convert the current Card of the Cardmember to an alternate Card to avoid any inconvenience to the Cardmember that may arise due to discontinuance of the concerned Card/ Card product that the Cardmember held. If during the transition from one Card to another, there is no change in terms and conditions, the Bank can exercise its right to convert the existing Card of the Cardmember to the new Card without advance intimation. In either of the cases, switch to alternate Credit Card product is subject to the Bank's internal credit policy.

## 25. EVENTS OF DEFAULT

- 25.1 The occurrence of any of the following events (herein referred to as “**Events of Default**”) shall qualify as an Event of Default, and at the option of Citibank, Citibank shall be entitled to give notice via statement to the Cardmember declaring that all sums of interest, costs, charges and expenses and other sums remaining outstanding under or in respect of the Card are due and payable and upon such declaration, the same will become due the payable forthwith, notwithstanding anything to the contrary in this Terms and Conditions or in any other agreement(s) or instruments. Further, the Bank will, at its sole discretion, have the right to block/close the Account in case of an Event of Default.:-

- (a) **Payment of Dues:**



If any delay shall have occurred in payment of any dues under the Card and / or in payment of any other amounts (including special payment plans such as rewrites/settlements) or any part thereof due and payable to Citibank in terms of these Terms and Conditions and such dues or other amount remains unpaid for thirty (30) days from the due date thereof;

(b) **Performance of Covenants:**

If default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Cardmember under these Terms and Conditions;

(c) **Supply of misleading information:**

If any information given by the Cardmember to Citibank in the Card Application or otherwise is found to be misleading or incorrect in any material respect/ falsified information / misinterpretation of facts / fabricated documents;

(d) **Failure to furnish information / documents:**

If the Cardmember fails to furnish any information and/or documents to the Bank that may be required to be furnished by the Cardmember in accordance with the relevant laws or regulations or any other appropriate information/and or documents (including any proof of identification documents and/or photographs) as may be required under the Bank's/RBI's guidelines on Know Your Customer ("KYC") / Anti – Money Laundering ("AML") / Combating of Financing Terrorism ("CFT") purposes, which the Bank may reasonably request from time to time.

(e) **Non-payment / non-delivery of cheque(s)/other payment mechanism**

If a cheque in respect of any monthly due or other payment is dishonoured or if a cheque/ECS/ACH/SI in respect of any payment is not paid on the due date thereof or if a cheque/ECS/ACH in respect of any payment is not paid on the due date thereof;

(f) **Artificial enhancement of credit limit and/or multiple cheque returns**

If Bank notices multiple cheques being presented favouring the Card to artificially enhance the credit limit assigned to the concerned Card and/or these cheques being dishonoured or returned by the Cardmember's banker;

(g) **Death**

Where the Cardmember dies;

(h) **Default on other loans/facilities**

If the Cardmember makes a default in performance of any of the terms, covenants and conditions of any loans/facilities, including but not limited to other credit card(s) provided by Citibank or any other banks, financial institutions or entity, to the Cardmember;

(i) **Insolvency**

If the Cardmember commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Cardmember declaring him an insolvent;

(j) **Material Adverse Change**

There occurs any material adverse change in the financial condition of the Cardmember or any other event or circumstance, which in the sole opinion of Citibank prejudicially affects the Bank's interest;

(k) **Involvement in Civil Litigation and Criminal Offence**

If the Cardmember is involved in any civil litigation or criminal offence or if proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Cardmember; or

(l) There exists any other circumstances which in the sole opinion of the Bank, jeopardizes the Bank's interest.

25.2 Without prejudice to all other rights Citibank may have under these Terms and Conditions, on the occurrence of an Event of Default, the Cardmember shall be sent reminders from time to time by Citibank/third parties appointed by Citibank for settlement of any outstandings on the Account or for taking any remedial action on the Account/Cardmember, by visits (of representatives of Citibank/third parties appointed by Citibank in this regard), post, fax, telephone, e-mail, SMS/text messaging. Any third parties so appointed shall fully adhere to the code of conduct on debt collection.

25.3 In the event of the Cardmember committing any act of default and/or on the occurrence of any Event of Default as aforesaid, then notwithstanding anything to the contrary herein contained, or in any other agreement, document or instrument between the Cardmember and the Bank, the Bank shall be entitled at its absolute discretion to inter alia:

(a) Call upon the Cardmember to pay forthwith the outstanding balance on the Card together with interest and all sums payable by the Cardmember to the Bank under these Terms and Conditions and/or any other agreements, documents or instruments between the Cardmember and the Bank;

(b) Exercise the Bank's right of lien and set-off all monies and accounts standing in the Cardmember's name in the Bank.

(c) Without prejudice to the above, the Bank shall have the right to proceed against the Cardmember independent of any right of lien/set-off to recover the outstanding dues from the Cardmember.

(d) If any dues or outstandings payable by the Cardmember to the Bank hereunder remains due and payable for a period of 7 (seven) consecutive months or more, the Cardmember shall be reported as a 'willful defaulter' with the Reserve Bank of India or any other authority.

**26. Cross Default**

The Cardmember expressly accepts that if the Cardmember fails to pay any monies when due or which may be declared due prior to the date when they would otherwise have become due or commits any other default under any agreement (including the Terms and Conditions) with Citibank under which the Cardmember is enjoying any financial/credit/other facility, then in such event Citibank shall, without prejudice to any of its specific rights under each of the agreements, be absolutely entitled to exercise all or any of its rights under any of the Cardmember's agreements (including the Terms and Conditions) with Citibank, at the sole discretion of Citibank including, without limitation,

termination of such financial/credit/other facility under any agreement (including the Terms and Conditions). Citibank may at any time and without notice to the Cardmember(s) combine and consolidate all or any of the Cardmember(s) accounts with liabilities to Citibank and set off or transfer any sum or sums standing to the credit of any one or more of such an account or exercise lien / banker's lien over any property held by Citibank in any other respect whether such liabilities be actual or contingent, primary collateral and several or joint.

## **27. Settlement of Dispute**

Without prejudice to any provisions in the Terms and Conditions, any dispute or difference arising out of or touching the Terms and Conditions shall be settled amicably in the first instance. Unresolved disputes or differences shall be referred to a sole arbitrator to be appointed/nominated by a Vice President/Head of Collections of the Bank in India. The Cardmember hereby agrees that the arbitrator so appointed can be an officer of the Bank also and that the Cardmember shall have no objection to the same. The arbitration shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 or any other successive act/rule/ordinance then in force and rules made thereunder and the laws governing the same shall be Indian laws. The seat of arbitration shall be at the sole discretion of the Bank. The Terms and Conditions would be governed under the Laws of India.

## **28. CitiPhone**

- 28.1 The Cardmember accepts that the Bank directly or through its appointed representatives has agreed to provide him the facility of getting information and carrying out transactions by giving telephonic instructions (which will be accepted by the Bank either manually or by an automated system) apart from any written standing instructions now given or that may hereafter be given. The telephonic instructions given may also include instructions to change demographic details of a Cardmember such as residence and/or mailing address, residence and/or office telephone number, mobile phone number or any other personal details of the Cardmember as decided by the Bank from time to time.
- 28.2 The Cardmember is aware that in connection with such telephonic facility, he is required to provide to the Bank or its appointed representatives over the telephone his account number details and T-PIN as originally selected by him or as advised by the Bank to him or as subsequently changed by oral instructions or otherwise or OTP as applicable. The Cardmember is also advised not to voice his T-PIN or OTP. Instead the Cardmember may dial in his T-PIN or OTP, on the Citibank's Interactive Voice Response System.
- 28.3 Citi bank shall record and store your voice pattern during your telephonic conversation with CitiPhone post seeking your consent. This may be used to authenticate and validate your identity in addition to the existing modes of authentication & identification during subsequent interactions at CitiPhone. In case of failure of voice based authentication, Citibank reserves the right to decline services and to carry out manual authentication
- 28.4 This telephonic facility shall cover and be applicable to all Accounts of the Cardmember now existing or which may hereafter be opened by him. The facility shall also cover and apply to all other facilities, offerings, transactions of functionalities being offered by the Bank currently or which may be introduced by the Bank from time to time. This T-PIN

assigned to him (or selected or changed by him) or OTP generated for any of the Accounts, Credit Cards or other financial products held by him currently or which may be opened by him in the future will be used to provide access to his other connected accounts, Credit Cards or financial products. This will be applicable for transactions or queries on the automated or manual option. The Cardmember is also aware that he will not voice his T-PIN/OTP but instead is required to dial his T-PIN/OTP on the dial pad of the telephone while communicating with Citibank.

- 28.5 The Cardmember unconditionally agrees that (i) he shall not hold the Bank liable on account of the Bank acting in good faith on instructions for any misuse or fraudulent use of his T-PIN/OTP to access any of the Accounts, Credit Cards, financial products now existing and held by him currently or which may be opened by him in the future; (ii) in following such instructions, the Bank will be doing so on a best effort basis and he will not hold the Bank liable on account of delay or inability on the part of the Bank to act immediately or at all on any of his instructions; (iii) the Bank may in its discretion charge for (with due intimation to the Cardmember) or withdraw or suspend the facility wholly or in part at any time; (iv) the Bank may in its discretion decide not to carry out any such instructions where the Bank has reason to believe (which decision of the Bank the Cardmember shall not question or dispute) that the instructions are not genuine or otherwise improper or unclear or raise a doubt; (v) the Bank may at its discretion tape or record such instructions and may rely on transcripts of such telephonic instructions in evidence in any proceedings; (vi) at the Cardmember's request the Bank may send to the Cardmember by fax (at a fax number given by the Cardmember) financial information (sought for by the Cardmember) regarding the Cardmember's account(s) which may be of a private and confidential nature and the Cardmember shall not hold the Bank liable in any manner should such information come to the knowledge of any third party.
- 28.6 In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank in any of the Accounts, the Cardmember shall be obliged to intimate the Bank in writing the relevant discrepancy within thirty (30) days of receipt of the Statement failing which the transaction shall be deemed to be correct and accepted by the Cardmember. In consideration of the Bank providing the Cardmember the said facility, the Cardmember agrees to indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardmember the said facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on the Cardmember's instructions. The Cardmember agrees that all conditions of the above indemnity will hold good when the Bank executes his instructions for his convenience if he is unable to provide his T-PIN/OTP, and that the Bank may, at its sole discretion, perform such other reasonable checks as it considers appropriate prior to such execution.

## **29. Miscellaneous**

- 29.1 Citibank may from time to time offer Cardmembers whose Accounts have been maintained in good standing, certain facilities, Card Memberships and services at such fees and on such Terms and Conditions as it may think fit. Citibank shall be entitled to stop charging a fee or reduce or alter such fee by giving prior notice. Citibank shall also be entitled to withdraw such facilities, Card Memberships and services at any time

without prior notice and without liability to the Cardmember. Any termination of Card Membership because of the Terms and Conditions shall result automatically in the termination of such facilities, Card Memberships and services. Citibank shall not be liable in any way to the Cardmember for any defect or breach in the performance of carrying out such facilities, Card Memberships or services or the non-performance thereof, whether by Citibank or a Merchant Partner or any other third party.

- 29.2 The Cardmember hereby authorises Citibank or its representatives to contact his employer, banker, family members or any other source to obtain any further information that may be required.
- 29.3 Without prejudice to anything contained herein, the Cardmember expressly recognises and accepts that Citibank shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner (including through the drawing of a negotiable instrument or otherwise) in whole or in part and on such terms as Citibank may decide (including reserving a right to Citibank to proceed against the Cardmember on behalf of any purchaser, assignee or transferee) the outstandings and dues of a Cardmember to any third party of Citibank's choice without reference to or without written intimation by Citibank to the Cardmember and any such sale, assignment or transfer shall bind the Cardmember to accept such third party as creditor, whether exclusively or as a joint creditor with Citibank or as a creditor exclusively, but with the right to Citibank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstandings and dues to such third party or to appropriate the same, as Citibank may decide. Any costs in this behalf whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstandings and dues, shall be to the account of the Cardmember only.
- 29.4 The Cardmember may take cognizance of the fact that credit balance, if any, in the Cardmember's Account shall not attract any interest, whatsoever. If the Bank notices continued credit balance on the Card (open or closed), the Bank may exercise its right to refund such credit balances, at its discretion, via draft in favour of the name as printed on the credit card or transfer to Cardmember's open banking account per records. The draft will be sent to the mailing address of the Cardmember as updated on the Bank's records.
- 29.5 With notice to the Cardmember, Citibank shall from time to time be entitled to add to and/or amend all or any of these Terms and Conditions with immediate effect and the same shall be binding on the Cardmember.
- 29.6 The Cardmember shall be deemed to have unconditionally agreed to and accepted the Terms and Conditions by acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by incurring a charge on the Card, or after thirty (30) days have elapsed since the date the Card was dispatched to his address on record.
- 29.7 The Cardmember understands that the Bank may conduct periodic reviews of the Account based on the Cardmember's spending and payment patterns and / or based on the Bank's policy and discretion. The Credit Limit may be decreased by the Bank in accordance with its internal criteria and at its sole discretion. In such an event, the Cardmember will be informed about the revised Credit Limit. Further, the Cardmember may request the Bank for an increase in his Credit Limit. In any such case, the Bank may request the Cardmember for financial documents declaring his income, and may, at its sole discretion, increase the Credit Limit. A Cardmember may also request the Bank

for a decrease in the Credit Limit, subject to the minimum limits set by the Bank. The Cardmember expressly understands that if the Credit Limit is reduced, further enhancements will be at the discretion of the Bank. Further, the Cardmember expressly agrees that while processing a Cardmember's request for an increase in Credit Limit, the Bank may share this information with Credit Reference Agencies.

- 29.8 No delay in exercising or omission to exercise, any right, power or remedy accruing to the Bank upon any default under the Terms and Conditions or any other agreement or documents shall impair any such right, power or remedy nor shall it be construed to be a waiver thereof any acquiescence in such default nor shall the action or inaction of the Bank in respect of any default or any acquiescence in any default, affect or impair any right, power or remedy of the Bank in respect of any other default.
- 29.9 All published information is correct and complete at the time of printing. Citibank cannot assume responsibility for changes that occur after printing.
- 29.10 The Cardmember expressly recognizes and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint any such third parties as the Bank may select and to delegate to such third party such functions of the Bank as may be permissible. The Cardmember further authorises the Bank to disclose/exchange information relating to the Cardmember or the products availed by the Cardmember as may be necessary for the purposes of such third party to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto.
- 29.11 Notwithstanding any registration on a Do Not Disturb Registry, the Cardmember hereby understands and agrees that the Bank and all such third parties as duly authorised by the Bank shall be authorised to contact/get in touch with the Cardmember for purposes of collection of dues, transaction monitoring, warning/intimation on possible fraudulent/suspicious card transactions, transaction confirmation, general information about the card, administering or servicing (other than marketing/sale) of any of the Bank's products/services availed of by the Cardmember.
- 29.12 While issuance of a Citibank Credit Card is at the sole discretion of Citibank and is subject to its internal credit criteria; the minimum gross monthly income required for applying for credit card product is Rs.20000 and minimum age of 21 years. The Card Applicant should bear in mind that that these minimum criteria may vary for segments of customers and Card products in question. These terms/criteria are determined at the sole discretion of the Bank and maybe revised from time to time.

### 30. Citibank Rewards

- 30.1 **Definitions:** In a Citibank Rewards Scheme ("**Rewards Scheme**"), the following terms shall, unless the context otherwise admits, have the following meanings:
- (a) '**Rewards Points**' shall mean Points awarded under the Rewards Scheme;
  - (b) '**Delinquent Account**' means an account of a Cardmember which has outstandings which are past due or which, in the sole opinion of Citibank, has unsatisfactory credit standing;
  - (c) '**Effective Date**' shall mean the date communicated periodically;

(d) '**Scheme Termination Date**' shall mean the date communicated periodically;  
(e) '**Valid Charge**' means a charge incurred by and charged to a Cardmember holding a Card and only such a Valid Charge shall be taken into account for award of Rewards Points;

- 30.2 The Rewards Scheme shall come into effect from the Effective Date and will be available to Cardmembers at the exclusive discretion of Citibank, and may vary from Card to Card. Information pertaining to the Rewards Scheme and/or the Reward Points (including without limitation the form and methodology of redemption of Reward Points, etc.) will be intimated to the Cardmember by the Bank from time to time on and after the Effective Date.
- 30.3 Rewards Points will be awarded to a Cardmember for all Valid Charges incurred on a Card. No Rewards Points will be awarded to a Cardmember towards Card Membership fees, or transactions fees. Citibank may award Rewards Points on a uniform basis for any other actions as Citibank may decide either for a specific period or for a specific situation.
- 30.4 Rewards Points shall be awarded for charges on the Card not disputed by the Cardmember.
- 30.5 Rewards Points standing to the credit of a Cardmember in the Statement during the period commencing from the Effective Date and up to the Scheme Termination Date can be redeemed for gifts/other specified items/offers, as prescribed by Citibank in its sole discretion, to be selected from an exclusive catalogue or at a range of participating merchant outlets, created by Citibank for the Rewards Scheme. It is stated that Co-brand/Affinity Cards will have individual methodologies concerning Reward Points, including without limitation in relation to the earning of the rewards points, redemption of the rewards points, etc, and the same will be intimated to the Cardmember by the Bank from time to time.
- 30.6 On redemption, the Rewards Points so redeemed will be automatically deleted from the accumulated Rewards Points in the Account.
- 30.7 No accumulation or redemption of Rewards Points by conversion will be permissible if on the relevant date, the Card has been withdrawn or cancelled or is liable to be cancelled or the account of the Cardmember is a delinquent Account.
- 30.8 If at the end of the Scheme Termination Date, the Rewards Points which are not redeemed, such Rewards Points standing to the credit of the Cardmember, shall lapse automatically. However, for the benefit of customers, the bank at its sole discretion may give a grace period of 45 days from the date of card closure for the cardmember to approach the bank for exception processing of the reward points in excess of redemption threshold (points less than the permissible minimum points for redemption would lapse without grace period eligibility). It may be noted that such exception would be applicable only on select modes or types of redemption, which will be determined at the sole discretion of the Bank and may be revised from time to time.
- 30.9 Citibank's computation of the Rewards Points shall be final, conclusive and binding on a Cardmember and will not be liable to be disputed or questioned.

- 30.10 If at any time before the Scheme Termination Date, the use of the Card is withdrawn or cancelled or is liable to be cancelled, then in such event, all Rewards Points then standing to the credit of the Cardmember shall *ipso facto* stand immediately and automatically cancelled. Even if Cardmember's Membership is reinstated, the cancelled Rewards Points shall not be reinstated.
- 30.11 A Cardmember cannot transfer any Rewards Points to another person or combine the Rewards Points of his other Cards.
- 30.12 Any tax or other liabilities or charges payable to the Government or any other authority or body or any participating Merchant Partner which may arise or accrue to the Cardmember by redemption as aforesaid or otherwise as a result of the Rewards Scheme, shall be to the sole Account of the Cardmember.
- 30.13 Nothing contained in the Rewards Scheme shall be construed as a binding obligation on Citibank or any participating Merchant Partner to continue the Rewards Scheme after the Scheme Termination Date or to substitute the Rewards Scheme by a new or similar scheme.
- 30.14 The Cardmember will not hold Citibank responsible for any actions, claims, demands, liabilities, losses, damages, costs, charges or expenses that a Cardmember may incur in normal course of Card usage. Further, nothing contained herein will prejudice or affect the Terms and Conditions.
- 30.15 The terms of the Rewards Scheme shall be in addition to and not in derogation of the Terms and Conditions .
- 30.16 The Rewards Scheme is voluntary and it is understood that all charges are voluntarily incurred by a Cardmember in normal course of Card usage.
- 30.17 The Rewards Scheme is a special facility made available at the pleasure of Citibank and Citibank expressly reserves the right at any time and with notice to Cardmembers, to add to and/or alter, modify, change or vary all or any of these Terms and Conditions or to replace wholly or in part, the Rewards Scheme by another scheme, or to withdraw it altogether.
- 30.18 Without prejudice to anything contained in the Terms and Conditions, all disputes, if any, arising out of or in connection with or as a result of the Rewards Scheme or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts / tribunals at Mumbai.
- 30.19 Nothing contained in the Rewards Scheme shall be construed as Citibank having waived any of its rights (including the levy of interest charges) under the Terms and Conditions or as prejudicing any rights of Citibank thereunder.

### **31. Services from MasterCard & Visa Global Assistance**

The communications and arrangements for services of the emergency assistance program for Citibank MasterCard and Visa Cards are provided by a third-party service provider and are paid for by Visa/MasterCard. The Cardmember is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on a



best-effort basis and may not be available due to problems of time, distance or locations. The medical and/or legal professionals suggested and/or designated by Visa/ MasterCard third-party service providers are not employees of Visa/ MasterCard's third-party service providers' or employees or contractors of Visa/MasterCard and, therefore, they are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service. Citibank India or any branch of Citibank worldwide does not accept any responsibility for the arrangement or use of services provided.

## **32. Disclosure**

- 32.1 The Cardmember acknowledges that information on usage of credit facilities by Cardmembers are exchanged amongst banks and financial entities which provide credit facilities. Acceptance of an application for a Credit/Charge Card is based on no adverse reports of the Cardmember's creditworthiness from any bank or financial entities which has provided to the Cardmember or the Cardmember's family members a credit facility and Citibank's internal parameters,. Citibank may report to other banks or financial entities any delinquencies in the Account or withdrawal of the Cardmember's credit facility. Based on adverse reports (relating to creditworthiness of the Cardmember or his family members) received, Citibank may, after prior notice in writing, cancel the Credit/Charge Card whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Account, shall be immediately payable by the Cardmember. Citibank shall not be obliged to disclose to the Cardmember the name of the bank or financial entity, from which it received or to which it disclosed any information.
- 32.2 Notwithstanding the aforesaid, the Cardmember hereby acknowledges and agrees that as a pre-condition relating to the grant of facilities under the Terms and Conditions to the Cardmember, Citibank requires the Cardmember's consent for the disclosure by Citibank of, information and data relating to the Cardmember, of the credit card facility availed of/to be availed, by the Cardmember, obligations assured/to be assured, by the Cardmember in relation thereto and default, if any, committed by the Cardmember, in discharge thereof. It may be noted that details of supplementary or additional cards applied along with the Primary cards held by Cardmember will also be duly reported with same credit credentials as that of the Primary since the accounts are linked.

Accordingly, the Cardmember hereby acknowledges, agrees and gives consent for the disclosure by Citibank of all or any such

- (a) information and data relating to the Cardmember;
- (b) the information or data relating to any credit card facility availed of/to be availed by the Cardmember; and
- (c) default if any, committed by the Cardmember in discharge of such obligation.

as Citibank may deem appropriate and necessary, to disclose and furnish to any Credit Information Companies authorized in this behalf by RBI.

- 32.3 The Cardmember further declares that the information and data furnished by the Cardmember to Citibank are true and correct.

- 32.4 The Cardmember also acknowledges and understands that:
- (a) the Credit Information Companies so authorized may use, process the said information and data disclosed by Citibank in the manner as deemed fit by them; and
  - (b) the Credit Information Companies so authorized may furnish for consideration, the processed information and data or products thereof prepared by them, to banks/financial institutions and other credit grantors or registered users, as may be specified by the RBI in this behalf.
- 32.5 Without prejudice to anything contained herein, the Cardmember expressly consents to the transfer and disclosure of any information relating to him to and between the Bank's branches, subsidiaries, representative offices, affiliates and agents and third parties selected by the Bank, wherever situated, for confidential use (including in connection with the provision of any services/facilities offered by Citigroup companies, for data processing, statistical and risk analysis purpose). The Bank and any of the Bank's branches, subsidiaries, representative offices, affiliates, agents or third parties may transfer and disclose any information as required by any law, court, regulator or legal process or for any other purpose as may be determined by the Bank in its sole discretion. The Cardmember further expressly authorises the Bank and/or all the companies/entities/subsidiaries/affiliates thereof under Citigroup and their agents to offer and/or sell to the Cardmember any of the products or services offered by the Bank and/or all/any of the companies/entities/subsidiaries/affiliates thereof under Citigroup.
- 32.6 The Cardmember further acknowledges that if the Account remains overdue, in such a case Citibank shall report the data relating to the Cardmember to the Credit Information Companies as maybe authorised by RBI from time to time. However, Citibank shall freeze such reporting in case the Cardmember has raised a billing related dispute, till such time the dispute is investigated and resolved.
- 32.7 The Cardmember hereby undertake to keep Citibank informed, without delay and authorise Citibank to update any change in the Cardmember's e-mail ID, Telephone number, Mobile number and Address that Citibank may be informed of or be available with Citibank and/or any of it's subsidiaries/affiliates/associates and/or all the companies /entireties/ subsidiaries/affiliates thereof under Citigroup and hereby authorise Citibank to contact me/us, by post, fax, telephone, e-mail, SMS/text messaging. Cardmember understands that the bank has the right to consolidate/update latest demographic details including address, across all cards held by the cardmember. Any change in address should be supported with a self-attested copy of proof of address at the earliest possible, but not later than 6 months of the address change. Customer shall be responsible to protect and keep harmless the Bank from all acts performed by the Bank in the event that the Bank has not received such aforesaid contact details change notification and/or self-attested address proof.
- 32.8 In addition to any other right that Citibank may have under these Terms and Conditions, Citibank may collect, store, use, transfer or disclose any information provided by the Cardmember, including Sensitive Personal Data, for any or all of the following purposes:-

- (a) For provision, operation, processing or administration of any services provided to the Cardmember;
- (b) For data processing, statistical or risk analysis;
- (c) For conducting credit or anti-money laundering checks;
- (d) For purposes of credit reporting, verification and risk management, Citibank will exchange Cardmember information with reputable reference sources and clearinghouse services;
- (e) For assisting other financial institutions to conduct credit checks and collect debts;
- (f) To ensure ongoing credit worthiness of the Cardmember;
- (g) For determining the amount of indebtedness owed by the Cardmember or to the Cardmember;
- (h) To design financial services or related products for the Cardmember's use;
- (i) For marketing financial services or related products or opportunities from Citibank and its affiliates;
- (j) To collect the amounts outstanding from the Cardmember for providing security for the Cardmember's obligations;
- (k) To meet the disclosure requirements of any law binding on Citibank including but not limited to tax authorities;
- (l) To enable an actual or proposed assignee of Citibank or transferee of Citibank's rights to evaluate the transaction intended to be the subject of the assignment or transfer;
- (m) To manage Citibank's business and to offer an enhanced, personalized online experience on Citibank's website and third-party websites;
- (n) For recognizing the Cardmember when he/she returns to Citibank's website so that Citibank can personalize the Cardmember's experience;
- (o) For processing applications and transactions and respond to the Cardmember's requests;
- (p) For providing the Cardmember the relevant product and service offers; or
- (q) For all other incidental and associated purposes relating to the provision of services.

### 32.9 Foreign Reporting Requirements

Without limiting any other rights Citibank has, Citibank may be required by domestic or foreign law to take one or more of the following actions:

- (1) Obtain information from you (both as part of opening your Card and on an ongoing basis while you hold the Card);
  - (2) Report information in respect of your Card to a government, regulator or authority (whether domestic or foreign);
  - (3) In the event that you do not provide the required information upon request or consent to Citibank providing information in respect of your Card to the relevant government, regulator or authority, Citibank may be required to take steps to close or transfer your Card, withhold or deduct payments due to your Card or block a payment or transaction.
- 32.10 The Cardmember understands and acknowledges that any withdrawal of consent by the Cardmember in relation to usage, sharing, transfer and disclosure of Sensitive Personal Data may result in the Bank being unable to provide the Credit/Charge Card facilities to the Cardmember and that the Bank shall have the right to discontinue provision of such facilities to the Cardmember.
- 32.11 The Cardmember hereby acknowledges and confirms having read and understood Citibank's 'Privacy Policy' as available on [www.citibank.co.in](http://www.citibank.co.in). Such Privacy Policy may be amended by Citibank from time to time at its sole discretion and shall be made available on the above-mentioned website for the Cardmember's view.
- 32.12 **Notification of Information and change** - Notification of variation of terms and conditions and any other changes may be given by any of the modes of communication i.e., by (i) publishing on its website [ww.citibank.com/india](http://ww.citibank.com/india), or (ii) by a message in the periodic Statement of Account provided to the Customer and/or the Holder, or (iii) displaying a notice on or within the immediate vicinity of the site of an ATM/branch or (iv) a press advertisement, which the customer acknowledges to constitute sufficient notice to the customer.

The Cardmember shall notify the Bank, within two weeks—of any change in address/Contact details and submit a self-attested address proof at the earliest not later than six (6) months from the date of such change of address on Citibank records. Also, the original address proof may be required to be produced for verification along with the self-attested address proof, as and when requested.

### 33. Internet Banking

- 33.1 The Cardmember has the facility of using Internet Banking, e-Commerce and Mobile Banking facilities. To enable such use, a User ID and Internet Personal Identification Number and/or a Query PIN or User Password ("User ID/ **I-PIN/Q-PIN**") needs to be self selected by the customer in the CITIBANK India website ([www.citibank.com/India](http://www.citibank.com/India)). The Cardmember agrees that:
- (a) The USER ID/I-PIN/Q-PIN may be communicated to the Cardmember entirely at the risk of the Cardmember;
  - (b) The Cardmember shall not disclose the USER ID/I-PIN/Q-PIN to any person and shall take all possible care to prevent discovery of the USER ID/I-PIN/Q-PIN by any person;

- (c) The Cardmember shall be fully liable to Citibank for all transactions made with the USER ID/I-PIN/Q-PIN whether with or without the knowledge of the Cardmember. Provided that in case of loss, theft of or disclosure of the USER ID/I-PIN/Q-PIN to any third party, the Cardmember will not be liable for unauthorized transactions done after the loss, theft or disclosure of the USER ID/I-PIN/Q-PIN to any third party has been reported to the police and notified to Citibank, and after a written confirmation of the loss or theft or disclosure of the USER ID/I-PIN/Q-PIN to any third party along with a copy of the police report is delivered to Citibank;
- (d) Citibank may at its absolute discretion issue a replacement USER ID/I-PIN/Q-PIN on the Terms and Conditions and/or any such other Terms and Conditions as Citibank may seem fit in its sole discretion;
- (e) Subject to the foregoing provisions, the Cardmember will not hold Citibank liable in case of fraudulent/unauthorized use of the USER ID/I-PIN/Q-PIN through the Internet;
- (f) Citibank reserves the right to refuse to perform any transactions if the Bank has reason to believe (which decision of the Bank shall not be questioned or disputed) that the USER ID/I-PIN/Q-PIN is being misused or being used in an unauthorized manner.

### **33.2 Additional Terms And Conditions In Respect Of Internet Banking Facility And Shopping On Internet**

- (a) The Cardmember acknowledges that at his request, the Bank has agreed to provide the Cardmember with the facility of carrying out banking/Credit Card transactions through the Citibank India website. Any instructions given through use of the Internet Banking facility shall be in addition to any written Standing Instructions (“SI”) now given or that may hereafter be given to the Bank and in case of conflict; the written SI shall prevail. This facility shall cover and be applicable to all the Cardmember’s Accounts (whether savings, current, fixed deposits, loans/overdraft, Credit Cards or otherwise) now existing or which may hereafter be opened by the Cardmember with the Bank.
- (b) The Cardmember acknowledges that in connection with such Internet Banking facility, the Cardmember is required to use his Credit Card Number and the USER ID/I-PIN/Q-PIN as advised by the Bank or as selected/subsequently changed by the Cardmember by obtaining a new USER ID/I-PIN/Q-PIN from the Bank through oral or written instructions to the Bank.
- (c) The Cardmember acknowledges that to avail of the Internet Banking facility, the Cardmember would require the following:
  - (i) A Personal Computer (“PC”) with modem or other Internet access device with regularly updated anti-virus software to protect the card/Cardmember from data compromise through malware, Trojan or any other virus;
  - (ii) Access to Internet by use of any of the following browsers viz.
    - Microsoft Internet Explorer 5.5 or higher version; or
    - Mozilla Firefox 2.0 or higher version.

- (iii) A USER ID/I-PIN/Q-PIN.
- (d) The Cardmember shall be responsible for obtaining at his cost access to Internet and the cost of the telephone service.
- (e) The Cardmember acknowledges that his USER ID/I-PIN/Q-PIN is used to transmit/give instructions. The Cardmember acknowledges the confidential nature of the USER ID/I-PIN/Q-PIN and confirm that he will not disclose his HPIN/USER ID/I-PIN/Q-PIN to any person and ensure that the same is kept confidential. The Cardmember instructs and authorises the Bank to comply with all or any instructions given to the Bank through the Internet Banking facility by use of his I-PIN/Q-PIN. Any instructions given to the Bank through use of Internet Banking facility and through his USER ID/I-PIN/Q-PIN shall be deemed to be given by him and the Bank shall be entitled to assume that the said instructions are given by the Cardmember and the Bank shall be protected from acting thereon. The Cardmember understands that Citibank is only providing to him a facility (without obligation) of carrying out his banking / Credit Card transactions.
- (f) The Cardmember undertakes to inform the Bank immediately if his USER ID/I-PIN/Q-PIN becomes known to any other person. The Cardmember shall be fully responsible for any instructions given through the Internet Banking facility where the Cardmember's USER ID/I-PIN/Q-PIN is entered and the Bank will not be liable for any unauthorised use of his USER ID/I-PIN/Q-PIN or any fraudulent, duplicate or erroneous instructions given by use of Internet Banking and his I-PIN/Q-PIN. The Bank may, in its discretion, by notice to the Cardmember, withdraw or charge for the facility, wholly or in part, at any time. The Bank will not acknowledge receipt of any instructions nor shall the Bank be responsible to verify any instructions. The Bank will endeavor to give effect to instructions on a best-effort basis and practically possible for the Bank.
- (g) The Bank will not be liable for:
  - (i) Any failure to act upon any instructions or to provide Internet Banking facility for any cause that is beyond the Bank's control;
  - (ii) Acting in good faith on any instructions received by the Bank;
  - (iii) Error, default, delay or inability of the Bank to act on all or any of the instructions given through Internet Banking;
  - (iv) Loss of any instructions given by the Cardmember through Internet Banking;
  - (v) Unauthorised access by any other person to any instructions given by the Cardmember through Internet Banking.
- (h) The Bank may, in its discretion, not carry out any instructions if the Bank has reason to believe (in which the decision of the Bank shall be binding on the Cardmember) that the instructions are not genuine or otherwise improper or unclear or raise a doubt or in case any instructions are illegal. In case of any discrepancy in the details of any transactions carried out in respect of any of the Accounts the Cardmember shall be obliged to intimate the Bank thereof in writing within thirty (30) days of receipt of the Statement in respect of his Account(s), failing which the transaction will be deemed to be correct and accepted by the Cardmember.
- (i) The Cardmember will only use the Internet Banking facility on a PC or other Internet access device, which he owns or rents. The Cardmember shall not use the Internet Banking facility on a PC or other Internet access device which belongs to any other

person (such as a cyber cafe) or which is owned or provided to the Cardmember by his employer without such person or as the case may be, the Cardmember's employer's previous written permission. The Bank will not be responsible for any harm or loss caused to any person as a result of the Cardmember not complying with this condition.

- (j) The Cardmember certifies that the details in his relationship record are correct.
- (k) The Cardmember agrees to be bound by and comply with all applicable laws of India and any other applicable jurisdiction, which may apply to the use by him/ her of Internet Banking and / or international transactions. The Cardmember is cautioned that any transaction on the Internet resulting in any outflow of foreign exchange must be made strictly in accordance with the Exchange Control Regulations and that in the event of failure to do so the Cardmember may be liable for penal action under the Foreign Exchange Management Act, 1999. With a view to protect the interest of Cardmembers, Citibank reserves the right to decline at its sole discretion, certain Internet transactions, depending on the origin and nature of purchase. This is done with a view to protecting the Cardmembers from unauthorised or fraudulent usage of account information by person/parties.
- (l) The Cardmember agrees to comply with all applicable laws, including the import and export control laws and regulations of India, the United States, and other countries. The Cardmember will not export or re-export any software materials or technical data, or any modifications or enhancements thereto or any direct product thereof, if such export does not fully comply with Export and Import policy, rules and regulations of India, and the Export Administration Regulations ("**EAR**") administered by the U.S. Department of Commerce.

Unless specifically authorised by the U.S. Department of Commerce or the EAR, export is prohibited to any country in Country Group E:2 of the EAR, to any military end-user/end-use in Country Group D:1 of the EAR, and to any other destination or end-user prohibited under the EAR. The Cardmember acknowledges responsibility for obtaining any required licence or authorization and for compliance with the EAR and any export or import restrictions imposed by any other country.

- (m) The Cardmember confirms that he would from time to time be identifying web-sites where he could use this additional feature of making acquisitions/purchases of products and services and making payments for the same through his Citibank Card by giving instructions for such payment through the Internet.
- (n) The Cardmember agrees and confirms that the web-sites on which the Cardmember may place any orders and in respect of which he can request the Bank to make payments would be either from (i) the list of designated computer web-sites identified by the Bank from time to time; or, (ii) such other web-sites which accept Master Card/Visa Card; or (iii) and other web-sites, where the payment gateway is powered by the Bank. The Cardmember understands and agrees that the list of only designated web-sites identified by the Bank in respect of which the Cardmember can utilise this facility shall be displayed on the Citibank web-site (**www.citibank.com/india**) from time to time. The Cardmember agrees that he shall keep himself updated as to the web sites available prior to making any purchase/acquisition on the web sites.

- (o) The Cardmember shall ensure that upon placing the order with the merchants on the relevant web sites, he shall note all the details of the orders placed accurately, including without limitation the customer order number and price payable.
- (p) The Cardmember agrees and confirms that all orders placed by him on such web sites are orders between him and the merchant supplying the product and the services. Citibank shall not at any time be deemed to be a supplier of the products or a party to such contract at any time whatsoever. The Cardmember understands that Citibank is only providing him a facility (without obligation) of affecting purchases that will be billed on the Cardmember's Account.
- (q) The Cardmember agrees and confirms that the Bank is merely providing a facility for making payments for the orders placed by the Cardmember on such web sites and is not in any manner associated with or part of the actual transaction of the sale of the products and services. The Cardmember hereby specifically agrees and acknowledges that he shall make all such independent inquiries as he may deem fit in respect of the products and services offered by the merchants on the web-sites.
- (r) The Cardmember hereby confirms that he is not placing the order with the merchants on the web-sites based on any representation or statement of Citibank, and if the Cardmember shall place any order on the such web-sites, he shall do it out of his own volition and shall not in any manner hold the Bank responsible for any deficiency, defect or incomplete products and services.
- (s) The Cardmember agrees that he shall provide payment instructions either on the Citibank ([www.citibank.com/india/](http://www.citibank.com/india/) web site or any other web site as may be designated by Citibank from time to time in writing or such other web site utilized by the Cardmember.
- (t) The Cardmember shall ensure that he does not in any manner release any confidential data, including his USER ID/I-PIN/Q-PIN and Citibank Credit Card Number to the merchants and suppliers during the Cardmember's access to the various web-sites of the merchants and he shall indemnify the Bank from any loss that may be caused to the Bank by any breach of this covenant.
- (u) The Cardmember shall particularly take care to ensure that each letter of the words forming part of the site-name/domain name is correctly typed in. It is the Cardmember's responsibility to ensure that he checks the certificate of the site where he inputs the Card Number and USER ID/I-PIN/Q-PIN and ensure that this certificate is a Citibank certificate. The Cardmember understands and agrees that Citibank shall not be responsible for any errors caused in respect thereof. The Cardmember shall not give his USER ID/I-PIN/Q-PIN or Citibank Credit Card Number if he is on an incorrect site and he shall give the payment instructions only after the Cardmember ensures that he is on the correct Citibank web site.
- (v) While communicating the payment instructions to the Bank, the Cardmember shall provide to the Bank such details as the Bank may require in respect of the payments to be made including such order details as the Bank may require, including without limitation details in respect of the site on which the purchase order was placed and the relevant customer order number. The Cardmember shall indemnify the Bank from any loss caused from any inaccuracies in this regard. The Cardmember confirms that the



Bank shall not be required to make independent verifications in this regard and the Bank shall be entitled to rely on the details as typed in by him.

- (w) The Cardmember confirms that by virtue of requiring the Bank to make any payment in respect of the products or services acquired by him from the merchants, the Cardmember shall not hold the Bank responsible for any delay in delivery, non-delivery or any defective, deficient or unsatisfactory nature of the products and services and he confirms that he shall not associate the Bank with the merchants for any purpose whatsoever, except for the making of the payment of the products and services. The Cardmember confirms that the Bank shall not be responsible for the quality or merchantability of the products purchased by the Cardmember from time to time.

Provided that purely in order to assist the Cardmember, the Bank will attempt wherever possible to require the merchant to offer to him a return full-refund facility in the event of Cardmember not being satisfied with the product/services for any reason whatsoever. In the event the Cardmember chooses to exercise this option (wherever available), the Bank will attempt to assist the Cardmember in recovering the complete refund from the merchant. The Cardmember understands that the Bank shall not be responsible for any such recoveries and the Cardmember's only course of action in respect of such non-recovery shall be solely against the merchants and not against Citibank. The Cardmember understands and agrees that the Bank is not in any manner guaranteeing the recovery of the monies in respect thereof and would merely assist the Cardmember in respect thereof and would merely assist him in such manner and to such extent as the Bank may deem fit.

Provided further that in the event of non-delivery of the products or services, the Bank will attempt to assist the Cardmember in recovering his monies, which the Cardmember has permitted the Bank to make payment of to the merchants. However, the Cardmember hereby specifically acknowledges and agrees that the Bank shall merely be required to assist him and the Bank is not guaranteeing the refund of the monies in any manner whatsoever. The Cardmember shall not hold the Bank responsible for any inability to make such recovery and the Cardmember's only recourse in such an event shall be against the merchant.

- (x) The Cardmember confirms that the Bank may for any reason whatsoever refuse to honour his instructions to transfer funds to the merchants in such circumstances as the Bank may deem fit. The Cardmember also confirms and agrees that he shall not hold the Bank responsible for any failure to process payment instructions by reason of the services being temporarily unavailable or there being an overload on the server or for any other technical or any other reason, whatsoever.
- (y) The Cardmember confirms that in the event of any dispute with the merchant/company, the Cardmember shall not make the Bank a party to the dispute.
- (z) The Cardmember confirms that the Bank may at any time alter the mode and the manner of making payments and the Cardmember shall be bound by the same.
- (aa) The Cardmember acknowledges that the Bank may from time to time and for any reason discontinue the services offered in respect of particular sites and in such event the Bank may refuse to make payments for products purchased from such sites. The Cardmember ensures that he shall keep himself updated on a regular basis as to the

details of the web-sites on which the services offered by the Bank could be utilized and shall not require the Bank to make any payments for Products/Services purchased/availed from web-sites other than the web-sites identified by the Bank or web-sites acceptable to the Bank.

- (ab) The Cardmember agrees that the Bank may place limits from time to time on:
- (i) The number of transactions that the Cardmember may enter into in a particular period;
  - (ii) The aggregate payments that the Cardmember may make on transactions in a particular period.

The Cardmember hereby agrees to abide by and be bound with all such limits that may be placed by the Bank from time to time and the Cardmember shall not hold the Bank responsible for refusing to honour instructions in violation of the said limits placed by the Bank.

- (ac) The Cardmember agrees that in the event of any misuse of the Citibank Credit Card Number and USER ID/I-PIN/Q-PIN for shopping and in the event of any alleged fraudulent use of his Account through the Internet, the Cardmember shall be solely and exclusively responsible for all loss caused thereby to him and that the Cardmember shall not hold the Bank liable for any loss caused thereby.
- (ad) The Cardmember undertakes and agrees to indemnifies and keep the Bank indemnified and to compensate the Bank for any claim or damage that the Bank may suffer as a result of the Cardmember using any PC or Internet device without the permission of the owner thereof and the Cardmember shall be bound to compensate the Bank for any loss, damages, costs, charges and expenses suffered or incurred by the Bank in the event of any claim made by such owner against the Bank.
- (ae) It is the Cardmember's responsibility to ensure that the PC or other device by which the Cardmember accesses Internet Banking is suitable for the purpose and the Bank shall not be liable for the non-suitability thereof or if any other data or software contained in such PC or Internet access device through which Internet Banking is accessed by him is damaged or lost in any manner whatsoever. The Cardmember acknowledges that the Bank is merely providing a facility for carrying out transactions through the Internet, the Bank is not an Internet Service Provider, the Bank will take best efforts to maintain internet connectivity and system uptime, and the Cardmember will not hold the Bank liable or responsible for damages or otherwise in case of inability of the Cardmember to access the Internet on account of malfunction or failure of any communication service or equipment or system failure or for any other reason whatsoever.
- (af) In consideration of the Bank providing the Cardmember with this facility, the Cardmember agrees to indemnify and keep safe, harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out of the Bank providing the Cardmember with Internet Banking or use of Internet Banking through use of his USER ID/I-PIN/Q-PIN or the Bank in good faith acting on, omitting or refusing to act on any instructions given by use of the Cardmember's I-PIN/Q-PIN.

### 33.3 Statement on the Net

The Cardmember agrees to be bound by the following statement on the Internet attributable to the Cardmember: -

"I, the Customer, agree to Citibank, N.A., giving me notice of the availability/readiness of my monthly/quarterly Statements of Accounts(s) via e-mail, to the e-mail address specified by me.

Citibank, N.A., would be deemed to have delivered the Statement to me, forthwith upon my receiving notice of its availability. I will be obliged to download and print the Statement of my Account after receiving notice as aforesaid from Citibank N.A. Should I experience any difficulty in accessing the electronically delivered Statement, I shall promptly advise Citibank, N.A., to enable Citibank, N.A., to make the delivery through alternate means. Failure to advise Citibank, N.A., of such difficulty within 24 hours after my receiving notice as aforesaid, shall serve as an affirmation regarding the acceptance by me of the Statement.

I am aware of all security risks including possible third party interception of my Statement and content of my Statement becoming known to third parties. I agree that I shall not hold Citibank, N.A., in any way responsible for the same and agree that the same shall not be considered as a breach by Citibank, N.A., of banker - customer confidentiality.

I understand that I remain fully liable for any of my (customer's) contractual liabilities to Citibank, N.A., irrespective of receipt or non-receipt, of intimation of, or my Statement. Under no circumstances, including negligence, shall Citibank, N.A., or anyone involved in creating, producing, delivering or managing my Statement of Account, be liable for any direct, indirect, incidental, special or consequential damages that may result from the use of or inability to use the service or out of breach of any warranty.

The use and storage of any information including, without limitation, the password, account information, transaction activity, account balances and any other information available on my (the customer's) personal computer is at my own risk and my sole responsibility."

## 34. Terms And Conditions In Respect Of the CitiAlert Facility

### 34.1 Definitions:

In this Clause, the following terms shall have the following meanings:

- (a) "**Alerts**" means the customized messages in response to the Triggers sent as Short Messaging Service ("**SMS**") to the Cardmember over his mobile phone or as an e-mail to his specified e-mail address;
- (b) "**Bank**" means the branch in India of Citibank, N.A., with which the Cardmember 's Account is maintained;
- (c) "**CSP**" means the Cellular Service Provider with whom the Bank has an arrangement for providing the Mobile Banking Facility and the CitiAlert Facility;
- (d) "**Facilities**" means collectively all or any two of the CitiDirect Facility, Citibank Mobile Banking facility and CitiAlert facility and "**Facility**" means any of them;

- (e) **"Triggers"** means the customized triggers to be set or placed by the Cardmember with the Bank with respect to specific event/transactions relating to his Account to enable the Bank to send the corresponding Alerts to the Cardmember.

### 34.2 Availability

The Facilities are provided at the sole discretion of the Bank and may be discontinued by the Bank at any time, without notice. The Facilities are currently available to Cardmembers with Accounts with the Bank. The Citibank Mobile Banking facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs. The Cardmember understands that unless he is a subscriber of the specific CSPs, CitiAlert or Citibank Mobile Banking Facility will not be available to him.

- 34.3 The Alerts will be sent to the Cardmember only if the Cardmember is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs.
- 34.4 The Bank may, if feasible, extend the facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by the Bank, from time to time.
- 34.5 **Process:** To receive Alerts, the Cardmember may select and set all or any of the Triggers available on the Citibank India web-site ([www.citibank.co.in](http://www.citibank.co.in)). The Cardmember may set any Triggers with the Bank through CitiPhone Banking or by conventional written instructions to the Bank.

The Cardmember is responsible to acquaint himself with the detailed process for using CitiAlert and the Bank is not responsible for any error by the Cardmember in setting the Triggers.

To set Triggers over the Citibank India web-site, the Cardmember will be required to use the Citibank Online Facility and the Terms and Conditions relating thereto will apply. To set Triggers through CitiPhone Banking the Cardmember will be required to use his T-PIN and the Terms and Conditions relating to CitiPhone Banking will apply, without prejudice to the Terms and Conditions.

Alerts will be sent over the Cardmember's mobile phone number as available on the records of the Bank.

- 34.6 The Cardmember acknowledges that CitiAlert will be implemented in a phased manner and the Bank may at a later stage, as and when feasible, send Alerts over email, expand the available Triggers or Alerts to meet the Cardmember's requirements. The Bank may, from time to time, change the features of any Trigger or Alert. The Cardmember will be responsible for keeping himself updated of the available Triggers or Alerts, which will be notified by the Bank over its web-site. The Cardmember may, from time to time, change or add to the Triggers selected by him, without the necessity of a fresh registration.
- 34.7 The Cardmember understands that under the CitiAlert Facility, the Bank will enable him to receive customized alert messages with respect to event/transactions relating to his Credit Card (or any other financial relationship with the Bank as he may desire). The alert messages will be currently displayed through the SMS over his mobile phone and

would come to him as email on his PC or as a Fax Message on his Fax Machine if desired (currently NOT available).

- 34.8 The Cardmember understands that registration for CitiAlert shall be treated as registration for:
- Credit Card Mini Statement Alert
  - Credit Card Payment Due Date Alert
  - Confirmation of Credit Card Bill Payment Alert
  - Credit Line Nearing Maximum Alert
  - Citibank Online
- 34.9 The Cardmember understands that he can unsubscribe/modify his preferences from this service at any point in time as desired by him.
- 34.10 The Cardmember shall advise the Bank immediately in case of any change in any of the above details / information. The Cardmember agrees to provide any further information required by the Bank, from time to time, for the making available of the facility. The Cardmember certifies that the details in his relationship record are correct.
- 34.11 The Cardmember acknowledges that the Bank may, from time to time, send him information or promotional mail that will be useful to him over his mobile phone or through e-mail and that he can unsubscribe from this service at any point in time as desired by him. The Cardmember gives his consent to receive such information or mail.
- 34.12 The Cardmember agrees to avail of the Facilities on the Terms and Conditions stated herein and accepts and agrees to be bound by the said Terms and Conditions.

### **35. Citibank Mobile Banking Facility**

- 35.1 This Facility shall be provided at the sole discretion of Citibank and may be discontinued by Citibank at any time, without prior notice to the Customer.
- 35.2 The Customer confirms and agrees that the Customer shall not hold the Bank responsible or liable for any failure to provide the Facility by reason of the services being temporarily unavailable or there being an overload on the server or for any other technical or other reason, whatsoever.
- 35.3 The Customer shall be able to access the Citibank Account using the Facility, only after due authentication of the Customer is done by means of verification of the applicable Login Credentials. The Customer is aware of the confidential nature of such Credentials and confirms that neither the Customer nor any authorized signatory/authorised representative of the Customer shall disclose the Credentials to any person. The Customer will promptly inform the Bank in case the Credentials become known to any unauthorized person. The Customer hereby instructs the Bank to comply with any/all instructions given through the use of the Facility in conjunction with the correct Credentials. The Bank shall be entitled to assume that any

instruction given to the Bank in accordance with the above are given/ authorized by the Customer and agrees that the Bank will not be liable for any fraudulent, duplicate or erroneous instructions that have been authenticated by providing the Credentials of the Customer. The Customer understands that the same Credentials will be used to authenticate access to both the Citibank Online and Mobile banking channels and password change feature will not be applicable on Mobile channel.

- 35.4 The Customer shall ensure that while giving any payment instructions on the Citibank website, (www.citibank.com/india or www.citibank.co.in or www.citinri.com or m.citibank.co.in) or Citi Mobile application or such other website/application as may be identified by Citibank from time to time),the Customer shall in particular ensure that each letter of the words forming part of the site-name/domain name is correctly typed in.
- 35.5 The Bank shall not be required to verify or judge the correctness of any instructions received by it, so long as it satisfies itself of the correctness of the Credentials used to access the Facility. The Customer acknowledges that any instruction received by the Bank shall be irrevocable. Should any instruction issued by the Customer, be capable of being executed by the Bank in more ways than one, the Bank may execute the said instruction in any one of the said ways at the Bank's sole discretion.
- 35.6 Citibank shall be entitled to rely upon all electronic communications, transactions or instructions to Citibank from the Customer in the manner prescribed by Citibank for the same from time to time and that Citibank shall not be obliged to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, instructions or transactions. The Customer shall in no circumstance dispute such reliance by Citibank.
- 35.7 The Customer shall be responsible for the Mobile Device and any usage of the same, whether by a third party or any other person and that the same shall be deemed to be a usage by the Customer. It shall be the sole responsibility of the Customer to inform Citibank about any change with regard to the Mobile Phone Number and that Citibank shall not be, in any way, liable or responsible for any loss, damages, costs, charges or expenses suffered/incurred by the Customer by reason of his failure to do so. All records of Citibank generated by the transactions arising out of use of the Facility, including the time of the transaction recorded, shall be conclusive proof of the genuineness and accuracy of the transactions. The authority to record the transaction details is hereby expressly granted by the Customer to Citibank.
- 35.8 Citibank shall use its best endeavors to carry-out transaction instructions received by it from the Customer within such time as may be specified by Citibank, however, Citibank does not guarantee the fulfillment of transaction instructions or availability of the Facility within such specified time frames.
- 35.9 Transaction requests on the Facility are instantaneous in nature and effected immediately. Hence these requests may be irrevocable and Citibank will be unable to undo or reverse any such transaction request after it has been issued. Accordingly, Citibank shall not be liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer due to a delay/inability in carrying out or reversing the transactions and/or providing this Facility.

- 35.10 The Customer hereby understands and acknowledges that certain category of transactions carried out through Facility can only be done to the linked accounts or the accounts pre-registered on his payee list on Citibank Online and Citibank shall not be liable in any manner for any delay or failure in transaction due to non compliance of such pre-requisites by the Customer. The Customer shall confirm compliance of all such pre-requisites for transaction. The Customer also understands and acknowledges that transaction instructions placed through SMS/USSD are not encrypted and are not as secure as mobile banking access that is secured with a PIN over an encrypted connection. The Customer therefore understands the risks associated with such transactions and therefore accepts and undertakes that it is the Customer's responsibility to ensure that the security of the Customer's Mobile Device and details of beneficiaries registered by the Customer are not compromised. Customer undertakes not to hold Citibank liable or responsible for any loss or damage that may be suffered by a Customer due to transactions through the SMS/USSD channel and shall keep Citibank indemnified against all such losses or damages.
- 35.11 The Customer shall be liable to pay the applicable SMS charges, data charges and any other charges as may be decided by the Service Providers unless otherwise declared by Citibank. The fees for the Facility/any of the services offered with the Facility shall be as determined by the Bank from time to time. The Bank may, at its sole discretion, waive the fees for a limited duration. The Bank may, at its sole discretion, revise or waive such fees, without prior notice to the Customer.
- 35.12 Citibank shall have the discretion not to give effect to any transaction instructions given by the Customer by using the Facility in the event Citibank has reason to believe that the transaction instructions are not genuine or otherwise improper or unclear or raise a doubt or in case any transaction instructions cannot be put into effect for any reason whatsoever. The Customer accepts and acknowledges that the decision of Citibank in this regard shall be final and binding on the Customer.
- 35.13 Where Citibank considers the instructions to be incorrect, inconsistent or contradictory, Citibank may seek clarification from the Customer before acting on any such instruction of the Customer or Citibank may act upon any such instruction in a manner as it may deem fit. Citibank shall have the right to suspend the services under the Facility if Citibank has reason to believe that the Customer's instructions may lead to direct or indirect loss or may require an indemnity from the Customer before continuing to operate the Facility.
- 35.14 Citibank shall not be obliged to carry out any payment instructions unless and until the Customer's credit card has sufficient credit to effect the relevant transfer. Funds for payment or transfer instructions will be withdrawn from the Customer's Account(s) by the next Business Day or such other day as Citibank may at its absolute discretion determine.
- 35.15 Citibank cannot guarantee the time at which the receiving banks or billing organisations will credit the account(s) of Customer's payees. To avoid incurring any finance charge or other charge, the Customer must initiate a payment or transfer instruction sufficiently in advance of the due date of the payment.

- 35.16 The Customer understands and acknowledges that he shall be able to carry out transactions using the Facility subject to transaction limits restricting the amount and/or the frequency of transactions that Citibank may choose to impose from time to time.
- 35.17 Citibank shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage sustained by the Customer by any direct or indirect use of or reliance on the electronic communication, instructions or transactions whether with or without the utilization of any security measures, including but not limited to any loss or damage resulting as a consequence of any defects, delays, duplications, interruptions, errors, inaccuracies or failures in the various communications and that Citibank specifically excludes the same to the fullest extent permitted by law even if Citibank shall have been advised in advance of the possibility of such damages.
- 35.18 Citibank reserves the right, but shall not be obliged, to make changes, enhancements, and/or modifications to the Facility from time to time.
- 35.19 The Customer shall not interfere with, alter, amend, tamper with or misuse in any manner whatsoever the Facility and the opinion of the Bank shall be conclusive in this respect.
- 35.20 The Customer understands that the Facility is to be accessed on a secure Device, and that any compromise of the Customer credit card resulting from an attempt to access it from an unsecure/compromised Device, will be the sole responsibility of the Customer. For more information on best security practices, please visit [www.citibank.com/india](http://www.citibank.com/india).
- 35.21 The Customers acknowledges and understands that appropriate security measures and due diligence shall be ensured by the Customer to download the Citi Mobile application published by Citibank from any third party application stores which have been approved by Citibank (e.g. App Store<sup>SM</sup>, Android<sup>TM</sup> Market and Nokia Ovi Store). The Customer also understands and acknowledges that Citibank shall not be responsible for any consequences arising out of download of Citi Mobile application by the Customer from any third party application store which is not published by Citibank.
- 35.22 The Customer understands and acknowledges that any access to Citibank Online/Citi Mobile shall be effected through the internet service provider, information service provider, network provider, content provider, server or such other equivalent system in the country from where such service shall be accessed by the Customer.

## 36 Receiving Alerts

The Cardmember acknowledges that to receive Alerts, his mobile phone must be in an 'on' mode. If the Cardmember's mobile phone is kept 'off' for a continuous period of forty-eight (48) hours from the time of delivery of an Alert message by Citibank, that particular message would not be received by the Cardmember.



Instructions/triggers will be processed by the Bank after receipt and the processing time will be decided by the Bank, at its discretion. The Cardmember acknowledges that there will be a certain time lag taken by the Bank to process the triggers and send the Alerts.

The Cardmember acknowledges that the Facilities are dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by the Bank will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Cardmember.

Transaction alerts received may not be assumed as a confirmation of transaction completion. If in any circumstance the transaction is not successful, you would be notified about it through a cancellation alert subsequently

The Bank shall endeavour to provide the Facility on a 'best-effort' basis and the Cardmember shall not hold the Bank liable for non-availability of the facility or non-performance by any CSPs or other service providers or any loss or damage caused to the Cardmember as a result of use of the Facility (including relying on the Alerts for the Cardmember's investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the Cardmember in connection with the use of the facilities, except in case of gross negligence or willful default.

The Cardmember accepts that each Alert may contain certain Account information relating to the Cardmember. The Cardmember authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.

### **37. Withdrawal or Termination of the Facilities**

The Bank may, in its discretion, withdraw temporarily or terminate all or any of the Facilities, either wholly or in part, at any time. The Bank may, without prior notice, suspend any of the Facilities at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the Facilities.

If Alerts cannot be delivered to the Cardmember on ten (10) consecutive occasions, the Facility will be temporarily suspended, until reactivated by the Cardmember.

- 38. Fees:** The Facilities are currently made available by the Bank as free services to Citibank Gold (including co-brands) Cardmembers. However, the Bank may at any time, at its sole discretion, charge a fee for use of any or all of the facilities, by notice to the Cardmember. The Cardmember may at any time discontinue or unsubscribe to the said facilities. The Cardmember shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of the Alerts.

### **39 Disclaimer**

- (a) The Cardmember is solely responsible for protecting his T-PIN/I-PIN/OTP or mobile phone.
- (b) The Bank will not be liable for:

- Any failure to act upon any instructions or to provide the facilities for any cause that is beyond the Bank's control;
  - Any unauthorised use of the Cardmember's T-PIN, USER ID/I-PIN/Q-PIN/OTP or mobile phone or for any fraudulent duplicate or erroneous instructions/triggers given by use of the Cardmember's T-PIN, USER ID/I-PIN/Q-PIN/OTP or mobile phone;
  - Acting in good faith on any instructions/triggers received by the Bank;
  - Error, default, delay or inability of the Bank to act on all or any of the instructions/triggers;
  - Loss of any information/instructions in transmission;
  - Unauthorized access by any other person to any information/instructions/triggers given by the Cardmember through use of the Facilities or breach of confidentiality;
- (c) The Bank will not be concerned with any dispute between the Cardmember and the CSP and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP or guarantee for timely delivery or accuracy of the contents of each Alert.

#### 40. **Statements/Records**

All records of the Bank, whether in electronic form, tape recorded or documentary form, with respect to instructions received by use of the Facilities shall be conclusive evidence of such instructions and be binding on the Cardmember. The Cardmember shall not interfere with, alter, amend, tamper with or misuse in any manner whatsoever with the facilities and in the event of any damage due to improper or fraudulent use, the Cardmember shall be liable in damages to the Bank.

In case of any discrepancy in the details of any transactions carried out, the Cardmember shall be obliged to intimate the Bank thereof in writing within thirty (30) days of receipt of the Statement in respect of his Account(s), failing which the transaction will be deemed to be correct and accepted by the Cardmember.

- 40.1 **Disclosure:** The Cardmember accepts that all information/instructions/triggers will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank (and its affiliates/agents/third parties appointed by the Bank). The Bank is authorised to provide any information or details relating to the Cardmember or his Account to the CSPs or any service providers so far as is necessary to give effect to any instructions/triggers.
- 40.2 This service is currently open only to cellular subscribers in India. Subscriptions to non-resident Indians may be introduced at a later date.

41. **Liability and Indemnity:** The Cardmember shall not interfere with, alter, amend, tamper with or misuse in any manner whatsoever the Facilities and in the event of any damage due to improper or fraudulent use by the Cardmember, the Cardmember shall be liable in damages to the Bank. In consideration of the Bank providing the Facilities, the Cardmember agrees to indemnify and keep safe, harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer

or be put to as a consequence of or arising out in good faith acting on omitting or effusing to act on any instructions given by use of the Facilities.

- 42. Amendment:** The Bank may amend the Terms and Conditions contained hereinabove, at any time with prior notice to the Cardmember and such amended Terms and Conditions will thereupon apply to and be binding on the Cardmember

**43. Contact Details and Grievance Redressal:**

The Cardmember acknowledges that he/ she may contact Citibank for making any enquiries or for any grievance redressal through any of the following ways:

- 'Reach Us' tab on the Customer Service webpage of [www.citibank.com/india](http://www.citibank.com/india).
- Login to [www.citibank.com/india](http://www.citibank.com/india) using your IPIN (Internet password), click on the 'Your Queries' link to send us your query.
- Write to us at Citibank N.A., Mail Room, No.2, Club House Road, Chennai - 600 002

If you are not satisfied with the response provided by the access channels, you may call us at 18004252484 (Toll free) / 044-28501242 between 10:00 AM and 6:00 PM (Monday to Saturday) or send an e-mail to [head.customercare@citi.com](mailto:head.customercare@citi.com). For any further escalations, you may contact our Principal Nodal Officer Mr. M.Dhananjayan, at [principal.nodal.officer@citi.com](mailto:principal.nodal.officer@citi.com) or call 1800220123 (Toll free) / 39707464 (local dialing) / between 10:00 AM and 6:00 PM (Monday to Saturday).

In the event that you do not receive any response within one month from the date you represented your complaint to the above mentioned channels, or if you are dissatisfied with the response given, you may write to the Banking Ombudsman for an independent review. Please visit the Grievance Redressal webpage on [www.citibank.com/india](http://www.citibank.com/india) for details on the Banking Ombudsman scheme.

Citibank is a member of the Banking Codes & Standards Board of India (BCSBI). Please visit the homepage of our website [www.citibank.com/india](http://www.citibank.com/india) to view the BCSBI code

- 44.** In the event, the Cardmember does not want to receive any marketing/solicitation calls from Citibank, the Cardmember can register in themselves in Citibank's Do Not Call Registry ( DNCR), by calling the 24 hour CitiPhone banking facility or through the bank's web site.

The Cardmember hereby understand:

- a) Only numbers registered on this site shall not be considered for telemarketing offers for products offered by Citibank India. Citibank shall not be liable or responsible for any calls made on a number not registered on this site.
- b) Any subsequent change in the telephone numbers would need re-registration on this site.
- c) Registration on this site shall not limit calls from Citibank on account of Account/Card maintenances, service, enquiry, operational and transactional alerts, Recovery calls, communication/contact for any other aspect critical to credit card, etc.

- d) It will take 45 working days for your registration in this site to take effect.
- e) The updation is done on a best effort basis.