

# Terms and Conditions

## **Citibank Account**





## CITIBANK, N.A., ACCOUNT TERMS AND CONDITIONS

### 1. SCOPE OF APPLICATION

These Citibank Account Terms and Conditions (including any changes/modifications from time to time, "Terms and Conditions"), govern the general relationship (including, without limitation, all transactions relating to the operation and maintenance of the Account) between the Customer and the relevant branch of Citibank in India that maintains the Account, and the particular services mentioned hereinafter and made available to the Customer at the sole discretion of the Bank from time to time (the "Facilities"). Any other services may be offered to the Customer at the discretion of the Bank, on special conditions, which may be separately agreed to between the Bank and the Customer. In case of conflict between any of these Terms and Conditions and the above-mentioned special conditions, such special conditions shall, in case of the particular services to which they relate, prevail.

### 2. ACCEPTANCE

The Customer unconditionally confirms that the Customer shall comply with and be bound by these Terms and Conditions, as in force from time to time. Without prejudice to the foregoing, the use of the Account and the Facilities by the Customer will be deemed acceptance of the Terms and Conditions. No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions

### 3. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires.

- 3.1 Words importing the plural shall include the singular and vice versa.
- 3.2 References to any gender shall include references to all genders.
- 3.3 "**Account**" shall mean the account opened by the Customer with the Bank in acceptance of the Terms and Conditions and would be a domestic liability account offered by Citibank in India, as more particularly described in the Account opening documentation.
- 3.4 "**Affiliate**" means and includes any entity that directly or indirectly controls, is controlled by, or is under common control with Citibank, where "control" means the ownership of, or the power to vote, at least twenty percent (20%) of the voting stock, shares or interests of such entity. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of this Agreement. If control of an entity, or a division or department within an entity, that is included within the definition of "Citibank" or an "Affiliate" is sold or otherwise transferred to one or more unrelated third parties, such entity, division or department ("**Divested Entity**") shall, at Citibank's option, be treated as an Affiliate pursuant to this Agreement for up to three (3) years after the effective date of such transfer.
- 3.5 "**Authorised signatory(ies)**" means the persons appointed by the Customer for the purpose of giving instructions on behalf of the Customer to the Bank.

- 3.6 **“Authority”** means any competent regulatory, prosecuting, tax or governmental authority, court or tribunal, in any jurisdiction, domestic or foreign.
- 3.7 In the context of Junior Accounts, **“Beneficiary”** means and includes the customers who have not attained the age of majority or 18 years of age and whose account is operated through their guardian.
- 3.8 **“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 branch offices in India and acting through the specific branch (as the context permits) at which the Customer has opened the Account.
- 3.9 **“CitiPhone”** shall mean the telephone banking service available to a Customer from the Bank in India, presently under the name **“CitiPhone”**, being subject to the terms and conditions applicable to the same from time to time.
- 3.10 **“Collected Amount”** means an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount.
- 3.11 **“Confidential Information”** means information relating to the Customer, a Related Party, a Customer Affiliate or their respective Representatives received by Citibank or its Affiliates and their respective Representatives in the course of providing accounts and services to the Customer, including Customer Personal Data, Customer’s bank account details, transactional information, and any other information either designated by the Customer as confidential at the time of disclosure or that a reasonable person would consider to be of a confidential or proprietary in nature.
- 3.12 **“Customer”** shall mean the person / persons whose details are more particularly set out in the Account opening documents and shall (i) in the case of the Customer being an individual, include his heirs, executors, legal representatives and/or administrators, and in case of the Customer being a minor shall mean the minor acting through his/her natural guardian or by a guardian appointed by a court of competent jurisdiction; (ii) in the case of the Customer being a Partnership Firm (including a Limited Liability Partnership organized under the Limited Liability Partnership Act, 2008 ) include the partners of the said firm for the time being and from time to time, the survivor or survivors of them and the heirs, executors and administrators of the deceased partner; (iii) in the case of the Customer being a body corporate include its successors in title and assigns; (iv) incase of the Customer being a trust, include the trustees or trustee for the time being and from time to time of the said trust, the survivor or survivors of them and the heirs, executors and administrators of the deceased trustee; (v) in the case of the Customer being a Hindu Undivided Family, include the members or member for the time being of the Hindu Undivided Family, and their respective heirs, executors and administrators; (vi) in the case of the Customer being a proprietorship, include the

successors and assigns to the proprietorship; (vii) in the case of the Customer being a Society, include the members or member for the time being and from time to time of the said society, the heirs, executors, administrators, successors and assigns of the said Society; (viii) in the case of the Customer being an Association of Persons, all the members/ office bearers of such association for the time being and from time to time, the survivor or survivors of them and the heirs, executors and administrators of the deceased member.

- 3.13 **“Customer Affiliate”** means any entity, present or future, that directly or indirectly Controls or is Controlled by or is under common Control with the Customer, and any branch thereof.
- 3.14 **“Customer Personal Data”** means personal data relating to a Data Subject received by Citibank from the Customer, Customer Affiliates or their respective Representatives in the course of providing accounts and services to the Customer. Customer Personal Data may include names, contact details, identification and verification information, voice prints, bank account and transactional information, to the extent that these amount to personal data under applicable local law.
- 3.15 **“Data Subject”** means a natural person who is identified, or who can be identified directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, or, if different, the meaning given to this term or the nearest equivalent term under applicable local data protection or data privacy law. Data Subjects may be the Customer, its personnel, customers, suppliers, payment remitters or payment beneficiaries, or other persons.
- 3.16 **“FATCA”** means sections 1471 to 1474 of the United States Internal Revenue Code or any associated regulations or other official guidance.
- 3.17 **“FFI Agreement”** means any agreement pursuant to the implementation of FATCA or an IGA with the US Internal Revenue Service, the US Government or any other Authority.
- 3.18 **“Guardian”** means and includes the natural guardian or a guardian appointed by a court of competent jurisdiction for a customer who is a minor.
- 3.19 **“IGA”** means any intergovernmental agreement between the US and any other jurisdiction, or any treaty, law, regulation or other official guidance relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of FATCA.
- 3.20 **“Law or Regulation”** means the law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities.
- 3.21 **“Payment Infrastructure Provider”** means a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks.

- 3.22 **“Personal Accident Insurance Cover”** is applicable only for Customer having “Pradhan Mantri Jan Dhan Yojana (PMJDY) account” i.e., Insurance coverage through a third party insurance provider is extended up to Rs.100000/-for providing protection from loss of life in accidents and permanent disablement due to accidents.
- 3.23 **“Related Party”** means any natural person or entity, or any branch thereof, that (i) owns, directly or indirectly, stock of the Customer, if the Customer is a corporation, (ii) owns, directly or indirectly, profits, interests or capital interests in the Customer, if the Customer is a partnership, (iii) is treated as the owner of the Customer, if the Customer is a “grantor trust” under sections 671 through 679 of the United States Internal Revenue Code or an equivalent under a similar law of any jurisdiction, domestic or foreign, (iv) holds, directly or indirectly, beneficial interests in the Customer, if the Customer is a trust, (v) is a natural person who exercises control over the Customer, such as a settlor, protector or beneficiary of a trust, or a person or entity which otherwise has a controlling ownership in or otherwise exercises control over the Customer through any arrangement or other means, if the Customer is an entity.
- 3.24 **“Third Party Service Provider”** means a third party selected by Citibank or an Affiliate to provide services to it and who is not a Payment Infrastructure Provider. Examples of Third Party Service providers include insurance service providers, technology service providers, business process outsourcing service providers and call centre service providers.

#### 4. GENERAL CONDITIONS

- 4.1 Validation of deposit receipts: Deposit receipt tickets for deposits made into the Account will be validated by the Bank’s machine stamp or initials of the Bank’s authorized persons. In the event a deposit is made at an ATM, the same will be validated by the Bank’s authorized persons and in case of any discrepancy between the ATM customer input and the Bank’s validation, the latter will prevail.
- 4.2 **Monies in the Account:** The Customer shall only deposit into the Account such monies, which the Customer is legally entitled to deposit. The Customer understands and acknowledges that the Bank is entitled to information with regard to source of any monies being deposited in the Account and the Customer shall, upon demand, without demur or dispute, inform the Bank of any such source of monies. In case of any cash deposits to be made in the Account exceeding Rupees Fifty Thousand only (Rs. 50,000), in line with the requirements of the Income Tax Act, the Customer/person making such deposit shall be required to provide PAN number. In case PAN number is not available, the Customer/ person making such deposit shall be required to provide Form 60/61. Further, it is agreed that the Customer shall under no circumstances indulge in any scheme for making remittance towards participation in lottery, money circulation schemes, other fictitious offers of cheap funds, etc. and the Customer acknowledges and understands that collecting and effecting / remitting such payments directly /indirectly outside India would make himself liable to be proceeded against with, for

contravention of the Foreign Exchange Management Act, 1999 besides being liable for violation of regulations relating to Know Your Customer (KYC) norms / Anti Money Laundering (AML) standards.

- 4.3 Cheque Book Facility and Cheque Deposits:** Cheque book facility will be provided to the Customer for making withdrawals of funds/make payments from the Account. Cheques issued will be honored based on clear funds as per the opening balance in the Account on the day that the cheque is presented to the Bank for payment. Cash deposits, funds transfer credited to the Account on the day the cheque is debited will not be considered for clearing the cheque. Cheque book facility will be provided at the discretion of the Bank and may be withdrawn if the facility is not used in accordance with Bank terms and conditions by the Customer, in this regard particular mention is made of the Bank's right to withdraw the cheque book facility if cheques issued by the Customer on the Account are frequently dishonored due to insufficient funds being maintained in the Account. Frequent dishonor of cheques issued on the Account due to insufficient funds being maintained in the Account may also result in closure of the Account by the Bank. The Bank's decision in this regard shall be final.

If a cheque credited to the Account is subsequently dishonoured, the amount thereof will be debited to the Account and the cheque returned to the Customer at his last known mailing address as per the Bank's records (subject to these Terms and Conditions) and the Bank will levy applicable service charges in accordance with the Schedule of Charges. In the event the amount in the Account is not sufficient, the Bank shall be entitled to recover the same from any other account of the Customer along with interest levied at the prevailing commercial rate on such funds used by the Customer and for the period used.

#### **4.4 Withdrawals / Payments:**

- 4.4.1 The obligations with respect to the Account and operations of the Account are subject to all applicable laws (including, without limitation, any governmental acts, orders, decrees, guidelines, rules and regulations including fiscal exchange control regulations). The Customer understands and confirms that the Bank will be entitled at all times, to act in accordance with applicable laws, without requiring to provide prior intimation of such actions to the Customer. Any and all limits/constraints imposed by applicable law shall apply to the Account and the Facilities.

- 4.4.2 Unless specifically agreed with the Bank, the Account shall not be temporarily overdrawn. The Bank may, at its discretion, allow the Account to be overdrawn to the extent agreed and advised by the Bank in writing, if the Customer has previously made arrangements with the Bank for such overdraft facility. Interest will be charged on any overdrawn Account in accordance with the Bank's prevailing rate and practice. In case the balance in the Account becomes negative, the interest charges as mentioned in Schedule of Fees and Charges for the respective account will be applicable.

#### 4.5 Account Information / Statements

4.5.1 The Bank will issue and send to the Customer statements of Account ("Statement(s)") at periodic intervals on the basis of the type of Account. For Customers who have applied/requested for receiving their Statement or intimation of availability of Statement via e-mail, the Bank may but not be obligated to send a physical Statement for such time periods as the Bank decides at its sole discretion, save and except when the Customer has specifically requested for a physical Statement. The customer understands, agrees and accepts that the Bank will not send the statement for period when no transaction has been done in the account or when the account is in 'non-operative status'. The Customer must notify the Bank in writing if any Statement or other advices expected by the Customer is not received. In case there is a discrepancy, error or omission in the particulars or details of the Account as contained in the Statement, the Customer shall intimate the Bank in writing of the relevant discrepancy, error or omission within 14 days of receiving the Statement which the Customer thinks has a discrepancy, error or omission, failing which the Statement shall be deemed to be true and correct for all intents and purposes and accepted as such by the Customer and the Customer shall not be entitled to dispute the same. The Customer hereby agrees and consents to the Bank giving any notice of availability / readiness of the Customer's Statement via e-mail, to the e-mail address specified by the Customer. The Bank would be deemed to have delivered the Statement to the Customer, immediately on the Customer receiving notice of the e-mail containing the Statement as an attachment and/or notice of the availability of the Statement. The Customer will be obliged to open / print the Statement after receiving the e-mail as aforesaid from the Bank. The Customer shall promptly inform the Bank if the Customer is not able to access the electronic copy of the statement delivered via e-mail to enable the Bank to make delivery of the Statement by alternate means if there is a problem with online access and the Customer specifically requests for that particular Statement to be delivered by other means acceptable to the Bank. Failure to advise the Bank of any difficulty in accessing the Statement sent via e-mail within 24-hours after the Customer receiving notice as aforesaid shall serve as an affirmation regarding the receipt and acceptance of receipt of the Statement. With respect to joint Accounts, all communication shall be addressed to the first Account holder and this shall constitute communication to all Account holders.

4.5.2 The notice of discrepancy, error or omission referred to in Clause 4.5.1 above shall provide sufficient details to enable the Bank to investigate the alleged discrepancy, error or omission and shall include the following information:

- (i) the Customer's name and address and all relevant details of the Account;
- (ii) a description of the irregularity or error or discrepancy;
- (iii) a copy of the Statement/other record; and
- (iv) any other information requested by the Bank.



- 4.5.3 The Customer may also obtain balance information relating to the Account or get a verbal or written history of the Customer's transactions by calling the Telephone banking service of the Bank, "CitiPhone" or availing of the Facility under Citibank Online Internet Banking (term as hereinafter defined) or using the Facility of an automated teller machine.
- 4.5.4 The use and storage of any information related to the Account or its access, including, without limitation, the Account password (including ATM PIN/H-PIN/I-PIN/T-PIN), account information, transaction activity, account balances and any other information made available on any media whatsoever is the Customer's sole responsibility and liability.

I/We unconditionally and irrevocably agree to be bound by the Statement of Accounts produced by the Bank and agree to accept the same as proof of the transactions, save and except bonafide errors, as pointed out by me/us and accepted as errors by the Bank without demur.

- 4.6 **National Electronic Funds Transfer system of RBI (NEFT) & Real Time Gross Settlement System of RBI (RTGS):** Bank shall act upon instructions for transfer of funds using the NEFT/RTGS system of RBI only upon receipt of complete information required for initiating such transfer of funds for giving effect to the instructions. The transaction shall be initiated by the Bank a) for NEFT, on the date of the instruction as per the RBI clearing timings specific to the location of the branch where the Customer holds the Account and the city notified by RBI for NEFT transaction clearings; b) for RTGS, on the date of the instruction as per the RBI clearing timings at the location of the branch where the Customer holds the Account. The transaction may be rejected or cancelled in case the instructions and or / any information provided by the Customer does not meet the security procedures of the Bank / the Reserve Bank of India/ the beneficiary bank. The Customer also understands that the transaction may also be cancelled/rejected due to any of the reasons like the designated account of the beneficiary not being maintained by the beneficiary bank, an attachment order having been passed in respect of the designated beneficiary account by a competent authority/court, in case of any of the details pertaining to the beneficiary/beneficiary account details recorded with the beneficiary bank or branch not being part of the clearing system or any other reasons beyond the control of the Bank and/or the beneficiary bank.

In respect of the RTGS system, the Customer understands and accepts that the RTGS system is primarily for large value transactions. The Bank shall be entitled to charge such fees and charges as it determines to be adequate for provision of the NEFT/RTGS and as specified in Schedule of Fees/ Charges. The Customer acknowledges and understands that the completion of transactions for transfer of funds based on the Customer's instruction shall involve various counter-parties. The Customer confirms that the Bank shall not be held liable or responsible for any delays/deficiencies in settlement of a transaction due to system constraints, actions of other parties or any other circumstances beyond the control of the Bank. Without prejudice

to the generality of the foregoing, the Customer agrees and accepts its responsibility to compensate/reimburse the Bank for any losses, claims or actions and to save, keep harmless and keep protected the Bank against any improper/ fraudulent instructions purporting to be received from the Customer and/or for furnishing incomplete information.

The Customer understands that the provision of NEFT/RTGS is subject to the guidelines and regulations issued from time to time by the RBI in this behalf. The RBI and/or any other agency/company appointed by the RBI in this regard shall be an intermediary/a service provider in the process of settlement of a transaction initiated using any of NEFT/RTGS and, subject to the availability of sufficient funds in the Account, a transaction should be deemed to be complete in all respects (a) in case of RTGS, upon settlement of the transaction by the central system of the Reserve Bank of India, (b) in case of NEFT, if the transaction message is not returned unaffected by the Bank within a reasonable time (decision of the Bank as regards reasonable time shall be final). RTGS and NEFT transactions shall be deemed to be settled at the time when the Account has been debited and the account of the beneficiary has been credited in central system of RBI.

**4.7 Reversal of Entries:** The customer acknowledges that the customer will not derive ownership (or any other rights) over the funds mistakenly or erroneously credited to his/her account and will not have any rights or claims whatsoever over such funds and is obliged to repay or return such funds forthwith on the Bank requiring the same. The Bank reserves the right and the Customer hereby authorises the Bank to reverse any entries erroneously passed, with or without notice to/from the Customer; and to debit/credit the Account to the extent required to correct any erroneous entries that may have been inadvertently made by the Bank. Furthermore, the customer hereby provides his/her/ their consent to the effect that, in the event of receipt of any claim by the Bank, claiming erroneous / mistaken credit of funds into the customer's account, due to any reason, it shall be lawful for the Bank to reverse such entry by debiting the customer's account and credit such claimant, subject to such safeguards and measures as the Bank may deem necessary or appropriate (without reference to the customer) provided, if such claim is made by:

(i) A third party Bank, then the Bank shall be entitled to reverse such entry, under due intimation to the customer; or

(ii) any person/Corporate/other third party, then the Bank shall be entitled to reverse such entry after obtaining consent from the customer, which consent shall not be unreasonably withheld or unreasonably delayed.

**4.8 Corporate Signature:** The Authorized Signatories on behalf of a Customer being a corporate body, a partnership firm, a limited liability partnership firm, a proprietorship or a trust may be changed/removed/suspended and made effective upon receipt of written instructions from the Customer in such form as is acceptable to the Bank and upon production to the Bank

of evidence (including specified documents) satisfactory to the Bank that such change has been duly and properly authorized. The Customer is aware that such change would be effective after receipt of such written instructions by the Bank, subject to holidays and normal banking working hours norms.

#### 4.9 Notices:

- i. Any notice, communication or letter addressed to the Customer and sent through post or courier or by any other means, at the discretion of the Bank, at the address (which term will include the mailing/office/residence/any alternate address) of the Customer as per the Bank's records shall be considered as duly delivered to the Customer at the time it would be delivered in the ordinary course of post. Any communication from the Customer to the Bank shall be effective upon actual receipt of such communication by the Bank in a form and manner satisfactory to the Bank.
- ii. The Customer shall notify the Bank, without delay of any change in his/its name, address or other particulars, filed with the Bank.
- iii. As mandated at Clause 13.16, the Customer shall notify the Bank, without delay of any change in his/its address and submit the self-attested address proof.

In the event of any failure to comply with the above obligations, Customer shall be responsible to protect and keep harmless the Bank from all acts performed by the Bank under this Clause in the event the Bank has not received such aforesaid notification of change of name/address/other particulars.

- 4.10 Notwithstanding anything contained in these Terms and Conditions, in the event two consecutive communications, sent at the last recorded address or e-mail of the Customer with the Bank, are received back by the Bank as returned mail, the Account shall automatically be marked as "Whereabouts Unknown". The Customer understands that in the event the Account is marked Whereabouts Unknown, the Customer shall not be permitted to carry out over the counter or online instructions/transactions (including but not limited to cash deposits/cash withdrawals/issuance of drafts/stop payment instructions, etc.) and/or use of ATMs. The Customer acknowledges that the Whereabouts Unknown status shall be removed from the Account only upon receipt by the Bank of a written confirmation and/or such other documents that the Bank has sought from the Customer to establish the identity and current mailing address of the Customer.
- 4.11 Notwithstanding anything contained in these Terms and Conditions, the Customer understands that ordinarily the Account shall not be placed on a "Hold All Mail" status. However, in case of exceptional circumstances and at the request of the Customer, the Bank may agree to mark the Account as 'Hold All Mail' but at its sole and absolute discretion and subject to the Customer executing an indemnity bond in favour of the Bank in a pre-approved format of the Bank.
- 4.12 In the event that the Account is not operated for a period of 6 (six) months, it shall be automatically marked as an "Inactive

Account". Once an Account is marked as an Inactive Account, the Customer shall not be permitted to make payments towards Citibank Credit Cards or any pre paid payment towards mobile phones from the Account by using Citibank Online. As per RBI regulations, the Bank shall also be entitled to flag the Account as "Dormant" if the Account remains inoperative for a consecutive period of 2 (two) years. If the Account is categorized as Dormant, then in such case the Customer shall be allowed to carry out transactions on the Account only through Citibank branches and no internet banking and ATM transactions shall be permitted on such an Account. The Bank shall make reasonable endeavors to inform the Customer (including any joint holder/s) atleast three months before the Account is classified as an Inactive/Dormant Account. Further the Bank shall also make reasonable endeavors to inform the Customer (including any joint holder/s) of the procedure to be followed to activate the Account. No charges shall accrue for activating an Inactive/Dormant Account.

4.13 **Stop Payment Orders:** The Customer can request the Bank to stop payment on cheques/SI/ECS drawn on the Account by notifying the Bank in writing on the Bank's standard 'stop payment' order form or by such other means as may be approved by the Bank from time to time, including on CitiPhone or through Citibank Online (including as detailed herein). The Bank shall endeavour to carry out such instructions on a best-effort basis. Charges will be levied for each stop payment instruction in accordance with the Schedule of Charges. In case the Account is a joint account or has joint signatories, if any stop payment instructions are received from any one of the joint account holders or joint signatories or any other no-debit instruction with regard to the Account, no amount shall be paid from the Account except in accordance with Account operating rules as may be applicable or on the discharge of all the joint holders or joint signatories, as the case may be.

4.14

(a) **Death of a Customer:** In case of death of the Customer, the Bank shall have the right to release the money lying to the credit of the Account of the Customer to the nominee appointed by the Customer and/or the legal heirs of the Customer who shall hold the said funds / items in locker etc. in the capacity of the trustee of the survivor(s) / legal heirs of the deceased Customer and strictly in accordance with the prevailing laws in that regard.

**Advantages of Nomination:** The Bank actively recommends that all Customers avail nomination facility. The nominee, in the event of death of the Customer/s, would receive the balance outstanding in the account. Nomination facility is intended only for individuals including a sole proprietary concern. There cannot be more than one nominee in respect of single/joint account. This is also applicable to deposits having operating instructions "Either or Survivor". It may be noted that in the case of a joint account, the nominee's right would arise only after the death of all the holders.

The Bank may retain any and all funds in the Account until it establishes the identity and credentials of the successor(s) to

its sole satisfaction, and the Bank reserves the right to demand and inspect requisite documentation in this regard, including a succession certificate and/or a duly probated will. In case the Account is a joint account, the Customer agrees that in the event of death, insolvency or withdrawal of any one or more of the Account holders, the then surviving holders shall have full control of the monies then and thereafter standing to the credit of the Account and shall be entitled to withdraw the same and shall be fully liable for any liabilities that may arise by reason of their being holders of the Account and hold the same in trust for the other survivor/survivors/legal heirs of the deceased Customer, provided there is no order from a competent court restraining the Bank from making any payment from the Account of the deceased Customer and/or there is any dispute among the survivor or survivors or legal heirs. Without prejudice to the foregoing, in the event of death of a Customer, the Bank reserves the right to pursue all courses available to it under law and equity at its discretion to recover any amounts that are payable to the Bank, from the survivors/heirs/executors/administrators of the Customer.

- (b) **Personal Accident Insurance Cover applicable for Pradhan Mantri Jan Dhan Yojana (PMJDY) account holder:** The Personal Accident Insurance Policy is brought to you by The New India Assurance Company Ltd. This policy has a personal accident coverage that gives you extra protection from not only loss of life in accidents but also permanent disablement due to accidents.

**Features and benefits:**

Personal Accident Insurance Cover - A cover of Rs. 1 lakh in the event of death or partial disability

- Provides Insured's nominee/ legal heir, a sum as compensation
- **Eligibility :** Customer having Pradhan Mantri Jan Dhan Yojana (PMJDY account) ; between age of 18 to 70 years

Coverage : 100% compensation upto the cover amount i.e. Rs. 1Lac is given for Accidental Death;

**Permanent and total Disablement;** Permanent and incurable insanity; Permanent Total Loss of two Limbs / Sight in both eyes / Sight of one eye and one Limb/ Speech/ Mastication; Complete removal of the lower jaw arising out of Accident; Permanent Total loss of Central Nervous System or the Thorax and all abdominal organs.

For details on compensation of partial disablements, please refer to detailed JhanDhan PA Cover T&Cs on [www.citibank.com/India](http://www.citibank.com/India).

**CLAIMS PROCEDURE**

The insured will have to directly get in touch with Insurer. Citibank will not get involved in any manner whatsoever. The insured will also undertake to intimate the Insurer, fill up the Claim Form and support claims with appropriate documents as per the normal procedure laid down by the Insurance Company.

**Address for lodging claim :**

Senior Divisional Manager,  
The New India Assurance Co. Ltd.,  
Allied's Mount Casa Blanca,  
No. 260, II floor, Anna Salai, Chennai - 600 006.  
Telephone: 2345 6824, 2345 6826, 2345 6827  
Telefax: 2345 6825 or  
Send an e-mail to nia.712500@newindia.co.in

- 4.15 **Assignment/Transfer of an Account:** The Customer agrees that either the amounts deposited by the Customer in the Account or the Account itself cannot in any way be assigned or charged to any third-party by way of security, without the prior written consent of the Bank, which shall not be unreasonably withheld. However, Citibank may make such an assignment or transfer to any branch, subsidiary or affiliate by way of novation in any jurisdiction, domestic or foreign, if no local law prohibits or materially restricts Citibank from complying with any Law or Regulation (including pursuant to FATCA, any IGA, any FFI Agreement executed), or any similar domestic or foreign legal requirement or similar agreement with respect to the Customer's account and Citibank shall provide notice of any such assignment or transfer.
- 4.16 **Treatment of Account:** The Customer agrees that Citibank may terminate the Account without his/her approval in order to comply with any Law or Regulation (whether domestic or foreign, including FATCA, any IGA or, FFI Agreement).
- 4.17 **Withholding of any amount:** The Customer agrees that Citibank (any of its Affiliates or their Third Party Service Providers) may withhold or deduct an amount for or on account of Collected Amounts which are required to be withheld or deducted to comply with any Law or Regulation from any payment to the Customer, or to or from the Customer's account or any account. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Customer shall be notified of any Collected Amount as soon as reasonably practicable. Customer acknowledges that Citibank will not be required to reimburse Customer for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent Citibank, any of its Affiliates or their Third Party Service Providers pays or has paid from its own funds or is or will become required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, the Customer shall indemnify Citibank for such payment, plus any interest and penalties thereon. The Customer understands that Citibank is not required to contest any demand made by an Authority for such payment. Customer represents that it has provided to and secured from any person that will own a beneficial interest in a payment from Citibank any notices, consent or waiver necessary to permit Citibank, any of its Affiliates, and their Third Party Service Providers to carry out the actions described in this paragraph.
- 4.18 **Blocking of an Account and/or any transaction:** The Customer consents to the blocking of any Account and/or payment or

transaction with respect to the Customer's Account by Citibank where the conduct of the Account and/or such payment or transaction would result in Citibank or any its Affiliates or their Third Party Service Providers or Payment Infrastructure Providers being in breach of any requirement under FATCA, any IGA, any FFI Agreement, or any similar domestic or foreign legal requirement or similar arrangement or in order to enable these entities to comply with such requirements.

#### 4.19

- (i) **Tax Deduction at Source:** Interest income earned by the Customer on time deposits held with the bank is subject to tax deduction at source as per the prevailing Income Tax Act, 1961 and rules framed thereunder and/or any of the prevailing laws in this regard. The Customer hereby authorizes the Bank to make any and all deductions prescribed by applicable law from time to time in this regard.
- (ii) **Tax Deduction in compliance of Law:** The Customer agrees that Citibank and/or any of its Affiliates or their Third Party Service Providers may withhold or deduct any Collected Amount which is required to be withheld or deducted to comply with any Law or Regulation (whether domestic or foreign) from any payment to the Customer, or to or from an Account. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Customer will be notified of any Collected Amount as soon as reasonably practicable. Any such amount may be paid to the relevant Authorities as required. The Customer acknowledges that Citibank will not be required to reimburse him/her for any amount withheld or deducted by a Payment Infrastructure Provider. The Customer understands that Citibank is not required to contest any demand for payment made by an Authority for such payment. Further, to the extent Citibank or any Affiliate or their Third Party Service Providers pay or has paid from its own funds or is or will become required to make a payment to an Authority in respect of an amount that should have been, but was not a Collected Amount, the Customer will indemnify Citibank for such payment, along with any interest and penalties thereon.

- 4.20 **Closure of Account:** The Bank may at any time, in its sole discretion, without liability, close the Account after giving a prior notice of at least thirty (30) days to the Customer. However, the Bank may also close the Account under certain conditions (including without limitation) the improper conduct of the Account, and/or the Account profile or transactions in the Account not being in line with the Bank's internal policies or guidelines pertaining to KYC/AML, without giving any prior notice to the Customer. The Bank shall not be liable for any consequences arising out of such closure of an Account. The Customer would be required to make alternate arrangements for cheques already issued and shall desist from issuing fresh cheques on the Account in such a situation. The Bank may at any time at the Bank's sole discretion, without liability, refuse to accept any deposit or limit the amount that may be deposited, return all or part of the deposit and discharge all liability. The Customer may close the Account at any time he so chooses

byway of providing a written communication in this regard to the Bank. In the event of closure of an Account, the Bank will refund the monies (including balance) lying to the credit of the Account to the Customer subject to payment of applicable standard service/processing charges and availability of certain minimum threshold monetary limit. Further, the Customer understands that Citibank may close any of the Customer Accounts at any time in order to comply with any law or regulation (whether domestic or foreign).

**4.21 Collection and disclosure of information:** The Customer hereby expressly consents and permits the Bank to:

- (i) collect, store, communicate and process information relating to the Account and all transactions carried out therein by Citibank, or any of its Affiliates, wherever situated, including sharing, transfer and disclosure between them and to Authorities, of any Confidential Information in connection with the provision of any service, for business development, data processing, statistical and risk analysis purposes and for compliance with any Law or Regulation whether domestic or foreign (including FATCA/IGA/FFI) or as required by or for the purposes of any court, legal process, audit or investigation of any Authority. Customer's consent shall be effective notwithstanding any applicable non disclosure agreement and Customer acknowledges that Confidential Information may be transferred to jurisdictions which do not have strict data protection or data privacy laws. Customer represents that it has provided to and secured from any Related Party, Customer Affiliate, Data Subject or other person regarding whom Customer has provided information to Citibank any notices, consents and waivers necessary to permit Citibank, Citibank Affiliates, Representatives, and its and their Third Party Service Providers and Payment Infrastructure Providers to carry out the actions described in this paragraph, and that it will provide such notices and secure such necessary consents and waivers in advance of providing similar information to Citibank in the future.
- (ii) comply with all laws or government agencies or court orders or legal proceedings and/or when necessary to resolve errors or questions the Customer or any other party may have raised and/or in order to satisfy the Bank's internal data processing requirements;
- (iii) Disclose at any time and for any purpose, any information whatsoever relating to the Customer or the Account or transactions or dealings with the Bank, to any branches, subsidiaries, service providers, Affiliates, group companies, third parties whatsoever (including employers/family members of the Customer) so far as is deemed to be necessary at the sole discretion of the Bank, or associated or affiliated corporations of the Bank wherever located or to any Authorities in India or elsewhere or any agents or contractors or third parties which have entered into an agreement to performing service(s) for the Bank's benefit, and any other person(s) whatsoever (including employers/family members of the Customer) or where the disclosure is required by law or otherwise and to whom the Bank deems fit at its sole discretion to make such disclosure;



- (iv) The Customer agrees to provide to the Bank such information and/or documents as the Bank may require from time to time and shall update that information as required by the Bank from time to time, to enable Citibank or any of its Affiliates to comply with any Law or Regulation whether domestic or foreign (including FATCA/IGA/FFI) 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. Failure to provide these documents/information timely or the provision of wrong documents / information may result in the Account being blocked for debit / credit transactions or the Account being closed. Further, if at any point of time, the Bank is of the opinion that the profile / nature of the Account or the transactions in the Account are not in line with the Bank's internal policies or guidelines pertaining to KYC / AML, then the Bank shall have every right to freeze operations in the Account or upon notice to even close the Account;
- (v) Where the Account has been opened under the Suvridha Corporate Salary Credit Programme, disclose the Account number to the employee concerned (or to such person as authorized by the employer concerned) of the Customer;
- (vi) disclose and disseminate to the RBI or to a court of law or any other competent authority or to any third person, as the case may be, the credit information of the Customer in its possession, subject to applicable law and guidelines issued by the RBI from time to time, with or without any notice by the Bank to the Customer in this regard, at the Bank's discretion.
- (vii) Share Customer information with any existing or future credit bureaus (including Credit Information Bureau (India)Limited) as determined by the Bank from time to time and as may be required under laws. The Customer acknowledges that the Bank is entitled to share such information and such information may pertain to positive or negative performance/default by the Customer. The Customer hereby expressly authorises the Bank to disclose, exchange, share or part with all any information relating to the Customer's Account and/or the Customer to all companies / entities / subsidiaries / Affiliates of the Bank / their agents/banks/financial institutions /credit bureaus / agencies / Authorities as may be required and undertake not to hold Citibank and/or companies / entities / subsidiaries / Affiliates and/or their agents liable or responsible for use of the aforesaid information. The Customer further expressly authorizes Citibank and/or all the companies / entities / subsidiaries /affiliates thereof and their agents to offer and/or market / sell to the Customer any of the products or services offered by Citibank and/or all/any of the companies/ entities/subsidiaries/Affiliates thereof.

"Notwithstanding anything contained in these Terms and Conditions about governing law and jurisdiction, the Customer hereby understands, agrees and accepts that the Bank is a branch of a non-Indian bank, which has presence in many countries around the world. As a result, the Bank's business operations,

including that of Customer Accounts, may be subject to, and the Bank shall comply with, any process, summons, direction, order, injunction, decree, judgment, execution, distraint, levy, lien, submission of any information to any or notice, or any other legal or regulatory action including but not limited to an attachment order or other legal notice/order prohibiting operation of the Account regarding a Customer', and/or Account(s), which the Bank may receive from any Indian or foreign authorities such as, a statutory, regulatory, judicial, or quasi-judicial authority located within or outside the territorial jurisdiction of India (shortly referred as 'direction(s)'). The Customer hereby acknowledges and expressly accepts that in the event of receipt of such 'direction(s)', the Bank shall be entitled to comply with the same and has no obligation to inform the Customer of the receipt of such 'direction(s)' or of any actions the Bank takes with regards thereto. Further, the Customer shall hold the Bank harmless from, and shall not raise any claim against the Bank for, complying with such 'direction(s)'"

- 4.22 **Verification of Instructions:** The Customer acknowledges that the security and control procedures provided by the Bank are designed to verify the source of communication and not to detect errors in transmission of content and that the Bank, or any intermediary, may execute an instruction by reference to the Account number only. While the Bank shall exercise due caution, the Customer agrees that the Bank shall have no duty to verify the correctness of any instruction or the identity of the sender, and the Customer expressly agrees to be bound by any instructions and communications, whether or not authorized, sent in its name and accepted by the Bank. The Customer assumes full responsibility for the genuineness, correctness and validity of all endorsements appearing on all cheques, guarantees, orders, bills, deeds, negotiable instruments and receipts or other documents deposited in his Account.
- 4.23 **Collection and disclosure of information:** The Customer hereby expressly consents and permits the Bank to:
- (i) collect, store, communicate and process information relating to the Account by any means necessary for the Bank to maintain appropriate transaction records; disclose information to third parties about the Account where it is deemed, at the sole discretion of the Bank, as necessary;
  - (ii) comply with all laws or government agencies or court orders or legal proceedings and/or when necessary to resolve errors or questions the Customer or any other party may have raised and/or in order to satisfy the Bank's internal data processing requirements;
  - (iii) disclose at any time and for any purpose, any information whatsoever relating to the Customer or the Account or transactions or dealings with the Bank, to any branches, subsidiaries, service providers, affiliates, group companies, third parties whatsoever (including employers/family members of the Customer) so far as is deemed to be necessary at the sole discretion of the Bank, or associated or affiliated corporations of the Bank wherever located or to any government or regulatory

agencies or authorities in India or elsewhere or any agents or contractors or third parties which have entered into an agreement to perform any service(s) for the Bank's benefit, and any other person(s) whatsoever (including employers/family members of the Customer) or where the disclosure is required by law or otherwise and to whom the Bank deems fit at its sole discretion to make such disclosure;

- (iv) the Customer agrees to provide to the Bank such information/and or documents as the Bank is required to obtain from the Customer by law or regulation 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. Failure to provide these documents/information timely or the provision of wrong documents / information may result in the Account being blocked for debit / credit transactions or the Account being closed or reduction in withdrawal limit or restricted access to banking channels, including but not limited to ATM and/or online transactions. Further, if at any point of time, the Bank is of the opinion that the profile / nature of the Account or the transactions in the Account are not in line with the Bank's internal policies or guidelines pertaining to KYC / AML, then the Bank shall have every right to freeze operations in the Account or upon notice to even close the Account;
- (v) where the Account has been opened under the Savidha Corporate Salary Credit Programme, disclose the Account number to the employee concerned (or to such person as authorized by the employee concerned) of the Customer;
- (vi) disclose and disseminate to the RBI or to a court of law or any other competent authority or to any third person, as the case may be, the credit information of the Customer in its possession, subject to applicable law and guidelines issued by the RBI from time to time, with or without any notice by the Bank to the Customer in this regard, at the Bank's discretion.
- (vii) share Customer information with any existing or future credit Bureaus (including credit information Bureau (India) Limited) as determined by the Bank from time to time and as may be required under laws. The Customer acknowledges that the Bank is entitled to share such information and such information may pertain to positive or negative performance/default by the Customer.

The Customer hereby expressly authorises the Bank to disclose, exchange, share or part with all any information relating to the Customer's Account and/or the Customer to all companies / entities / subsidiaries / affiliates of the Bank or under Citigroup / their agents/Banks/Financial Institutions / Credit Bureaus / Agencies / Statutory Bodies as may be required and undertake not to hold Citibank, N.A. and/or companies / entities / subsidiaries / affiliates under Citigroup and/or their agents liable or responsible for use of the aforesaid information. The Customer further expressly authorises Citibank, N.A. and/or all the companies / entities / subsidiaries / affiliates thereof under

Citigroup and their agents to offer and/or market / sell to the Customer any of the products or services offered by Citibank, N.A. and/or all/any of the companies/ entities/subsidiaries/ affiliates thereof under Citigroup.

- 4.24 **Customer Responsibility:** In consideration of the Bank agreeing to open and maintain the Account of the Customer pursuant to these Terms and Conditions and providing the Facilities and any other facilities, the Customer hereby agrees to compensate/reimburse the Bank against any losses, claims or costs and to save and keep harmless and free at all times, the Bank against any and all harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses, including, without limitation, any costs between attorney and client, whether direct or indirect which the Bank may suffer or sustain or incur at any time as a consequence of or arising out of the services/Facilities provided to the Customer by the Bank in good faith, taking or attempting to take or refusing to take or omitting to take action on any instructions of the Customer due to any government order, law, levy, tax, embargo, moratorium, exchange restriction, action of the Customer or any beneficiary or any other third-party whosoever or any other cause beyond the Bank's control. Without prejudice to the generality of the foregoing, the Customer shall compensate/reimburse the Bank against any losses, claims or costs which the Bank may suffer and shall save, keep harmless and protect the Bank against any improper/fraudulent instructions purporting to be received from the Customer.
- 4.25 **Fees/Charges:** The Bank may charge such fee/service charges for any or all of the Facilities provided by the Bank to the Customer, from time to time, in accordance with the Schedule of Charges, and the Customer agrees that the said fees/service charges will be debited by the Bank from the Account. Details of the current applicable fees/charges may be obtained from the Bank, from time to time, which fees/charges shall be debited automatically from the Account. Any government charges, duties or taxes payable as a result of any use of any of the Facilities shall, if imposed upon the Bank (either directly or indirectly), be debited from the Account. The Customer also authorizes the Bank to deduct from the Account, any expenses the Bank may incur in collecting money the Customer owes the Bank in connection with any Facilities (including, without limitation, legal expenses and fees). The charges/fees may be revised by the Bank, at the Bank's absolute discretion, from time to time by giving prior notice to the Customer. The Bank may debit the Account with the full amount of costs, charges, fees and penalties payable for services rendered by the Bank whether in respect of the Account or otherwise. The Bank shall charge a monthly service fee if the Customer does not maintain a certain monthly minimum average net relationship value (NRV). The same would be mentioned in the monthly account statement. Please find below, a working example of how the average monthly minimum NRV is calculated:

| Holdings                       | Rs.     | Description  |
|--------------------------------|---------|--|
| a) Current/Saving Account      | 25,000  | Average for the Month, Calculated based on Total of daily end of day balance / Total No. of Days |
| b) Fixed Deposit               | 25,000  | Daily end of day balances of Principal Amount / Total no. of days                                |
| c) Mutual Funds                | 40,000  | Daily end of day balances / Total no. of days  |
| d) Loans against securities    | 25,000  | Daily end of day balances / Total no. of days  |
| e) Demat Holdings              | 100,000 | 25% of the demat average balance.<br>Demat avg balance = Sum (non pledged shares * Market rate)  |
| f) Insurance Premium           | 10,000  | Sum of total premium paid  |
| g) Mortgage\Home Loan          | 500,000 | Outstanding Principal amount   |
| Monthly Net Relationship Value | 650,000 | a+b+c+d+(25%*e)+ f+ g  |

The NRV for a month is computed on the penultimate working day of that month. For the purpose of NRV, wherever applicable, relationship across all the accounts under a household will be considered. A household is defined as the accounts linked together to form a single entity for the purpose of a banking relationship and may include access to this aggregated information, to all members of the household, as per the bank's records.

Apart from such monthly service fee, the Customer may be charged separately for specific services that may be availed of by the Customer from the Bank, as detailed in the schedule of charges as communicated to the Customer at the time of opening the Account and as amended from time to time. The charges would be as may be decided by the Bank. These charges may be revised by the Bank, at the sole discretion of the Bank, with notice to the customers from time to time.

**4.26 Interest:** The Customer agrees and accepts that if the Account is a 'savings account', the Bank will pay interest at rates as per guidelines issued by RBI from time to time. The Bank will inform the Customer of any revisions in the said rates of interest and the methods of calculation of the same at the time of making any such revisions. Interest on Savings account shall be rounded off to the nearest rupee; i.e., fraction of 50 paise and above shall be rounded off to the next higher rupee and fraction of less than 50 paise shall be ignored. The Bank shall not be liable to pay any interest on the credit balance in any current account.

**4.27 Recording:** The Bank, may, at its discretion, video, tape or record on camera the Customer's access/ presence/ use of the Bank's premises/ machines/ equipment or record on tape any oral communication or instructions given by the Customer to the Bank officials through telephonic mode whether initiated by the Bank or the Customer. All records/ data maintained by the Bank, in electronic or documentary form of transactions pertaining to the Account and such other details (including, but not limited to, payments made or received), and all camera/ video and/or

audio recording made as mentioned above, shall as against the Customer, be deemed to be conclusive evidence of instructions and/ or such other details received at the end of Bank and the Customer understands that the Bank may rely on any such stored record or data, whether electronic or documentary, as evidence in any proceedings. The entries in the Bank's books (including Citibank Online logging/SMS/other Mobile responses from the Customer's designated mobile number/ transaction records stored in tables or as web or application logs) kept in the ordinary course of business of the Bank with regard to all or any of the matters contained herein shall be binding on the Customer.

**4.28 Force Majeure:** The Bank shall not be liable for any losses caused by its inability or delay in providing all or any service or Facility or fulfilling any of the Bank's obligations hereunder, either wholly or in part, caused by or in connection with any force majeure events including, but not limited to, restrictions on convertibility, transferability, requisitions, involuntary transfers, riot, disturbance, strikes, lock-outs, bandhs, war, civil strife, burglary, theft, dacoity, accident, technical fault including problems related to computers, accessories, softwares, printers, fax machines, Internet, telephone system and such related hardware and software beyond the control of the Bank, breach of trust by any authorized persons, flood, fire, earthquake, act of God, act of any government, change in regulation or law and other allied acts of regulatory or statutory nature or if the performance of such obligation or provision of such service would result in the breach of any law, regulation or other requirement of any governmental or other authority or on account of any other restriction or requisition or other circumstances or events whatsoever beyond the control of the Bank and the Bank shall not be obliged to provide any service or Facility or perform any of its obligations hereunder during the period while the Bank's performance is affected by force majeure conditions. The Bank shall not be responsible for any loss or damage caused to the Customer by reason of any failure to comply with the Customer instructions, when such failure is caused due to reasons beyond the control of the Bank, the opinion of the Bank being final in this regard.

**4.29 Governing Law:** The laws of India will govern these Terms and Conditions and the same shall be subject to the exclusive jurisdiction of the courts at the location at which the relevant branch of the Bank, which maintains the Account, is located. The Customer agrees and accepts that it shall not raise any disputes in respect of the Terms and Conditions or the Account in any other courts except such courts that are located in the location where the relevant branch of the Bank, which maintains the Account, is located.

**4.30 Grievance Redressal:**

- i) In the event that the Customer would like to share any suggestion, opinion, feedback, scope of improvement or any complaint on any of the Bank's services/Facilities, then the Customer may raise a query using any of the following service channels:
  - Call us on 24\*7 CitiPhone helpline (list of our 24x7 lines is available on <https://www.online.citibank.co.in/customer-service/citiphone.htm>)

- Login to [www.citibank.com/india](http://www.citibank.com/india) using your IPIN (Internet password), click on 'Your Queries' link to send us a query
- Login to Citibank Online using your IPIN (Internet Password), choose your banking relationship and Click on 'Your Queries' link to send us your query

At each of these channels, a complaint reference number will be provided. A Customer Complaint Register is also available at all our Branches for you to record customer concerns.

The Customer will receive a detailed response within 5 working days of raising the query.

- If the customer is not satisfied with the response provided by the access channels the customer can call us at 044-28501242 between 10:00 AM and 6:00 PM (Mon to Sat) except on national holidays or send an e-mail to [head.customercare@citi.com](mailto:head.customercare@citi.com).
- For any further escalation, the customer may contact our Grievance Redressal Officer, Ms. Sharmila Ghosh, at [india.grievance.redressal.officer@citi.com](mailto:india.grievance.redressal.officer@citi.com) or call 39707464 (local dialing) between 10:00 AM and 6:00 PM (Mon to Sat) except on national holidays.

In the event that the customer does not receive any response within one month from the date when the complaint was first represented to the above channels or if the customer is still dissatisfied with the response given, customer may write to the Banking Ombudsman for an independent review. The customer can visit the Grievance Redressal webpage on [www.citibank.com/india](http://www.citibank.com/india) for details on the Banking Ombudsman scheme.

**4.31 Miscellaneous:** The Customer unconditionally agrees that:

- The Customer shall not hold the Bank liable on account of the Bank acting in good faith on any instructions given by the Customer or on account of delay or inability on the part of the Bank to act immediately or at all on any of the Customer's instructions.
- In following any instructions with regard to any of the Facilities, the Bank will be doing so on a best-effort basis.
- The Bank may, in its discretion and, from time to time, charge for any or all of the Facilities wholly or in part.
- In case the Account has joint signatories, the Bank may act on instructions from either/any one of the signatories, subject to there not being any conflict between such instructions prior to the Bank acting on the same.
- The Bank may rely on the authority of each Authorized Signatory designated (in a form acceptable to the Bank) by the Customer or on a Customer's mandate to send Communications (as hereinafter defined) until the Bank has received return notice or other notice acceptable to it of any change from a duly authorized person and the Bank has had a reasonable time to act (after which time it may rely on the change).
- An Account in the name of a minor shall be converted into a

normal individual Account upon the minor attaining the age of majority and the right of the guardian to operate the Account shall cease forthwith. Customer shall provide to the Bank such documentation for this purpose, as may be required by the Bank. At least fifteen (15) days prior to the minor becoming a major (as per the records of the Bank), the Bank shall send a communication seeking documentation to effect conversion of the Account from a minor Account to a normal individual Account. Failure to provide such documentation in a timely manner may result in operations on the Account being blocked until such time that the required documentation is provided to the satisfaction of the Bank.

- (vii) If the Bank deems appropriate, Accounts upon which an attachment order or other legal notice prohibiting operation of the Account is received by the Bank will be blocked and no further operation will be allowed until the prohibition order is removed. The Bank shall endeavor to inform the Customer about any such order or notice, however, the Bank shall not be bound to do so.
- (viii) The Bank may, at its sole discretion, decide not to carry out any instructions where the Bank has reason to believe (which decision of the Bank, the Customer shall not question or dispute) that the instructions are not genuine or are otherwise improper or unclear or raise a doubt. If the Bank receives any process, summons, order, injunction, execution, distraint, levy, lien, information or notice, which the Bank, in good faith, believes calls into question the Customer's ability, or the ability of someone purporting to be authorized by the Customer, to transact any business, the Bank may, at the Bank's option and without liability to the Customer and/or such other person, decline to allow transactions or may take any other steps required by applicable law.
- (ix) For the provision of any of the Facilities hereunder, the Bank may, at its sole discretion without any prior intimation to or approval of the Customer, appoint any authorized person(s) and the Customer hereby authorizes the Bank to appoint such authorized persons as the Bank may, in its absolute discretion, deem necessary.
- (x) All information/instructions/triggers received at the end of the Bank from the Customer telephonically will be recorded at/stored at/transmitted at the discretion of the Bank to various locations and be accessed by personnel of the Bank (and its affiliates). The Customer hereby authorizes the Bank to use the information thus stored in any proceedings before any forum and relay, transmit or provide such information to any person whatsoever in accordance with applicable law and shall not dispute the conclusiveness of the same. The Customer hereby authorizes the Bank to, at its sole discretion, tape or record such instructions and rely on the transcripts of such telephonic instructions as evidence in any proceedings.
- (xi) The Customer and the Bank may, with regard to certain Facilities, agree to certain security procedures (the "Procedures"), as may be designed and devised by the Bank to verify the origin and authenticity of communications such as enquires, advises and



instructions sent by the Customer or any person designated and authorized to do so on its behalf (each a "Communication"). The Customer hereby confirms that the Bank is not obliged to do anything other than what is contained in the Procedures to establish the authority or identity of the person sending a Communication. The Bank is not responsible for errors or omissions made by the Customer or the duplication of any Communication by the Customer and may act on any Communication by reference to the Account number only. The Bank may act on a Communication if it reasonably believes it to contain sufficient information.

- (xii) If the Customer informs the Bank that it wishes to recall, cancel or amend a Communication, the Bank will use reasonable efforts to comply. No liability shall attach to the Bank as a result of its acting or failing to act in accordance with such recall, cancellation or amendment.
- (xiii) Transactions initiated will be completed only if the amount of funds available in the Account are sufficient to meet the transaction amount in full, including any applicable charges/fees, etc. The amount of each completed transaction will be immediately deducted from the Account. The Customer will not hold the Bank liable except in cases of gross negligence on the part of the Bank or its employees, in case of improper / fraudulent / unauthorized / duplicate / erroneous use of the confidential codes and/or the materials supplied by the Bank to the Customer. Nothing contained herein shall require the Bank to violate any applicable laws, rules or regulations relating to transfer of funds or other transactions.
- (xiv) The Customer hereby authorizes the Bank to dispatch all advices, acknowledgements, Statements and/or reports pertaining to the status/transactions on the Account by mail, fax, e-mail or any other means of telecommunication to the last known address or fax number or e-mail address of the Customer on the records of the Bank and the dispatch of such advice, acknowledgements, Statements and/or reports to the Customer to such address or such fax number shall be deemed to be due discharge of the Bank's obligations for such purpose. The Bank shall not be responsible for any liability or breach of any duty of secrecy or confidentiality and the Customer waives all rights in connection therewith, in the event that any such advices, acknowledgements, Statements and/or reports are received by any unauthorized person(s).
- (xv) If the Bank acts on any Communications sent by means requiring manual intervention (such as telephone, telefax, electronic mail or disks sent by messenger) then, if the Bank complies with the Procedures, the Customer will be solely liable for any and all losses, costs, charges, expenses or penalties that the Bank may incur in connection with that Communication.
- (xvi) The Customer consents to the transmission of communications through the Internet and/or mobile phone transmission (including SMS/text messaging). The Customer understands and acknowledges that the Internet and/or mobile phone transmission (including SMS/text messaging) is not necessarily a

secure communications and delivery system, and understands the confidentiality and other risks associated with it. The Customer acknowledges and accepts that transmission over the Internet and/or mobile phone involves the risk of possible unauthorized alteration of data and/or unauthorized usage. The Customer hereby agrees and confirms that the Customer shall not hold the Bank liable or responsible for any such interception, alteration or misuse and agrees that the same shall not be considered as a breach by the Bank of banker-customer confidentiality. The Customer agrees to hold the Bank free and harmless from all losses, costs, damages, expenses that may be suffered by the Customer, the Bank or any third-party whosoever due to any errors, delays or problems in transmission or unauthorized/illegal interception, alteration, manipulation of electronic data or otherwise caused by using the Internet and/or mobile phone as a means of transmission.

(xvii) In the event my/our employment with the current employer ceases or there is a change in the employment, I/we shall immediately notify the Bank in writing regarding such termination/ cessation/ change of employment. I/we authorize the Bank and the Bank reserves the right, on receiving such information, to (a) close the Savings Account opened under the Suvidha Salary Credit Programme, and/ or (b) change the employer details in such Account, as may be required, based on such information being received from me/us or my/our current employer or otherwise. I/We agree to deposit all documents as may be required by the Bank in this regard.

The Bank may, further at its sole discretion, convert an Account, if the same has been opened under the Suvidha Corporate Salary Credit Programme Account, to an Account under the Suvidha Non-Salary Credit Programme if there has been no credit of salary into the Account for any consecutive period of three months or on receipt of a communication from the employer. In the event of any such conversion of an Account, the Bank will send all future communications to the residential/other mailing address of the Customer as stated by the Customer in the Account opening form concerned. The Customer agrees to compensate/reimburse the Bank and to keep harmless and free at all times the Bank, against any and all costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses that the Bank may suffer due to or by reason of any or all acts performed by the Bank in relation to and/or pursuant to any such conversion. The Customer hereby understands and agrees that on such conversion the Account shall be governed by such terms and conditions and charges as are applicable to Suvidha Non-Salary Credit Programme Accounts.

(xviii) The Bank shall not accept any cheques, dividend-warrants and other instruments in the name of payees, other than the Customer and the other joint account holders for collection.

(xix) The amount of cash/or other instrument deposited by the holder through a depository/ATM for credit to the Account, shall be verified by two authorized representatives of the Bank. The Customer understands and agrees that the amount ascertained on verification by the authorized representatives shall be

deemed to be the correct amount deposited by the holder, irrespective of the amount mentioned on the receipt generated by the depository at the time of making the deposit.

- (xx) The Customer expressly recognizes and accepts that the Bank shall, without prejudice to its right, 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 Customer further authorises the Bank to disclose/exchange information relating to the Customer or the products availed by the Customer 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.
- (xxi) In the event, the Customer wants to receive any marketing/solicitation calls from the Bank, the Customer shall inform the Bank accordingly. The Customer will be required to indicate his explicit interest in receiving any such marketing/solicitation calls from the Bank (by choosing such option), at the time of Account opening/ opting for a product offered by the Bank. In the event that such option (i.e. to receive marketing/solicitation calls from the Bank) is not chosen by the Customer, the Customer will, as per the process of the Bank, automatically get registered with the Bank's Do Not Call Registry (DO NOT DISTURB). In the event an existing Customer, at any point of time, does not wish to receive any marketing/solicitation calls from the Bank, the Customer may register himself on the Bank's DO NOT DISTURB, by calling the 24 hour Citiphone Banking Facility or by registering on [www.citibank.co.in](http://www.citibank.co.in) or by registering for the same with his telecom service provider/mobile operator.

The Customer hereby agrees and understands that:

- a) Only numbers registered on DO NOT DISTURB shall not be considered for telemarketing offers for products offered by the Bank. The Bank shall not be liable or responsible for any calls made on a number not registered on DO NOT DISTURB.
- b) Any subsequent change in the telephone numbers would need re-registration on the DO NOT DISTURB.
- c) Registration on the DO NOT DISTURB shall not limit calls from the Bank on account of Account maintenances or related issues, Alerts on transactions, recovery calls etc.
- d) It will take 45 working days for a registration made on DO NOT DISTURB to take effect.

Notwithstanding any registration by the Customer on the DO NOT DISTURB list or National Customer Preference Register (NCPR) and/or Do Not Disturb (DND) database, the Customer hereby understands and agrees that as per the Regulations issued by the Telecom Regulatory Authority of India (TRAI), the Bank and all such third parties as duly authorised by the Bank shall be authorised to contact/get in touch with the Customer for purposes of administering or servicing (other than marketing/sale) of any of the Bank's products/services availed of by the

Customer. Any call for marketing or sale of a product by the Bank and all such third parties as duly authorised by the Bank shall be made through the telephone lines registered with the TRAI after the telephone numbers of the Customer are scrubbed through the NCPR and DND database.

- (xxii) For Accounts held by any persons, entity, associations or trusts, having the stated objective of a definite cultural, economic, educational, religious or social programme, the Customer agrees and undertakes that it shall not accept any foreign contribution to the Account unless such persons, the entity, association/trust has first registered itself with the Ministry of Home Affairs, Central Government or has received prior permission from the Ministry of Home Affairs, Central Government in accordance with the rules made under the Foreign Contribution Regulation Act, 2010.
- (xxiii) The Citibank Employee Reimbursement Account (ERA) are offered to the Customer already holding a Citibank Suvidha Salary Account for the purpose of receiving his official reimbursements. The ERA is a current account offered to the Customer only at the request of the employer of the Customer. The employer of the Customer may directly instruct the Citibank to close the ERA account of the Customer in the event the Customer leaves the employment of the said employer. In the event the Customer or Citibank closes the Citibank Suvidha Salary Account, the ERA account shall be closed. The Terms and Conditions stipulated for operation of Citibank Accounts, use of Citibank ATM / Debit Cards and cheque book, shall also be applicable to the ERA.

## 5. DEPOSITS

- 5.1 The Customer is required to specifically apply for deposit-related products in accordance with specific terms and conditions applicable to the same from time to time and subject to directives laid down by the RBI from time to time and all other applicable laws. The Customer specifically acknowledges that the deposits made under the Exchange Earner's Foreign Currency (EEFC)/ Resident Foreign Current (RFC) Account scheme for resident Indians shall be governed by the applicable guidelines and regulations prescribed under Foreign Exchange Management Act, 1999 (FEMA). Further, these Terms and Conditions shall apply to EEFC/RFC Account in addition to the specific terms and conditions mentioned in the EEFC/RFC Account application form, save and except when prohibited by or in contravention of any rules, regulations, guidelines and provisions laid down by Government of India, RBI, FEMA and/or any other applicable law.
- 5.2 **Interest:** The Bank shall pay interest on all deposits maintained by a Customer with the Bank as per guidelines issued by RBI from time to time. The applicable interest rates will be made available on the Citibank India website and also through our branches. The Customer understands and acknowledges that, (i) in the event of any premature withdrawal of the deposit by him, the Bank has the right to levy a penal interest on the Customer at a rate that will be specified by the Bank on a case to case basis, (ii) if the deposit is withdrawn prematurely even before the completion of the minimum tenor applicable, there will be no interest payable

to the Customer on the Deposit. Notwithstanding the above, for any premature withdrawal of deposit on account of death of a Customer, the Bank shall not levy any penal interest.

- 5.3 Customers who are holders, whether jointly or singly, of Citibank savings and/or Citibank current Accounts and may hold fixed deposits with Citibank. Customers who are holders, whether jointly or singly, of Citibank savings and/or Citibank current Accounts, may hold Citibank multi-deposits. Provided, however that, for Customers who are holders of Suvidha savings Accounts, Citibank multi-deposit can be made only if the savings balance in the Account exceeds Rs. 50,000 or such other sum as may be specified by the Bank from time to time. The Customer would have to specifically apply for any deposit-related product. The amount deposited will be held in units of Rs. 1,000 each or any other amount as may be determined by the Bank from time to time and communicated to the Customer. In case of addition/deletion of a joint holder to the Account, all deposits already placed and/or proposed to be placed on the account will be held in the same account holding pattern of the linked account. For clarity, a joint holder added/deleted to the Account shall automatically be added/deleted on the deposits placed and/or proposed to be placed on the Account.
- 5.4 **Renewal:** In the absence of any special instructions, the deposit will be renewed on maturity for a like term at the then prevailing interest rates.
- 5.5 **Overdraft facility against Citibank fixed Deposit:**
- 5.5.1 At the Customer's request, the Bank may grant an overdraft facility, for such maximum limit as the Bank may deem appropriate, against security of a Citibank fixed deposit. However, the overdraft facility may not be operated by any Account holder who is a minor under Indian law. The validity of the overdraft facility shall not exceed the tenor of the Citibank fixed Deposit.
- 5.5.2 In consideration of the Bank granting an overdraft facility to the Customer, the Customer unconditionally agrees that the amount of all fixed deposits now placed or which may hereafter be placed including renewals of such fixed deposits with the Bank and all interest accrued or accruing thereon and standing to the Customer's credit in the Bank's books, shall be and stand specifically charged (and the Customer hereby pledges the same in the Bank's favour) by way of continuing security for the due payment to the Bank of all such monies whether principal, interest or other costs charges and expenses which are now or may hereafter be due to the Bank under and in respect of or incidental to such overdraft facility as per the records in the Bank's books.
- 5.5.3 The Bank shall be entitled in the Bank's absolute discretion, at any time upon notice to the Customer, to discontinue, cancel and/or terminate such overdraft facility and utilize, apply, set-off, appropriate and adjust the principal sum and all interest standing to the credit in such fixed deposit or any part thereof in or towards satisfaction or liquidation of any amount due and payable or owed to the Bank by the Customer under or in respect

of such overdraft facility or in respect of any other credit facility granted to the Customer by the Bank.

5.5.4 **Citibank Multi Deposit:** If the balance in the Customer's Account with the Bank results in the Account being overdrawn, without the Customer being entitled to such overdraft, the Bank will be entitled and have full right liquidate the Citibank multi-deposit(s) or any of them to the extent necessary to adjust the same towards satisfaction of the overdrawn sum.

5.5.5 The Customer understands that Accounts/deposits are held with Citibank, N.A., India, in accordance with Reserve Bank of India rules, and in accordance with and subject to the laws of India, including any governmental actions, orders, decrees and regulations. Deposits at any branch in India are insured in accordance with the terms prescribed by Deposit Insurance and Credit Guarantee Corporation (DICGC) or such other agencies, as mandated by law or regulation, from time to time. For further details on the deposit insurance provided under the insurance scheme offered by vide the Deposit Insurance and Credit Guarantee Corporation of India (DICGC). Please visit log on to [www.dicgc.org.in](http://www.dicgc.org.in).

5.5.6 The terms and conditions as specified above are in addition to such other terms and conditions as communicated and accepted at the time of availing of the deposit by the Customer.

## 6. PHONE BANKING

6.1 The Customer confirms that, at the Customer's request, the Bank has agreed to additionally directly or through its appointed representatives provide the Customer with the facility of carrying out banking transactions by giving telephonic instruction which may be accepted either manually or by an automated system ("CitiPhone Banking Facility") apart from any written Standing Instructions given by the Customer. The Customer further understands and accepts that these Terms and Conditions are in addition to any and all such specific terms and conditions as may be applicable to the CitiPhone Banking Facility (including applicable payment methods/charges). The Customer understands and agrees that the availment of such Facility will be deemed acceptance of the said terms and conditions and the Customer agrees to be unconditionally bound by the same.

6.2 The Customer is aware that in connection with the CitiPhone Banking Facility, the Bank shall allocate to the Customer, or each Authorized Signatory or the Authorized Representatives of the Customer (under the Authorized Representative (AREP) Facility of the Bank), as the case may be, a confidential telephone personal identification number which may thereafter be changed, if so desired by the Customer/Authorized Signatory ("T-PIN"). The Customer understands and confirms that the T-PIN is a confidential code and the Customer is solely liable to ensure that it is not disclosed or misused. The Customer is required to provide to the Bank over the telephone, the Account details and T-PIN prior to carry out any transactions on the Account that may be permitted under the CitiPhone Banking Facility. In the absence of a T-PIN, the Bank may at its sole discretion, permit

the Customer to avail of the CitiPhone Facility by use of any alternate security check as the Bank deems to be appropriate and necessary. The Customer understands and acknowledges that the Customer shall not be required to divulge, either orally or in writing, the Customer's T-PIN and would only be required to key the same in while accessing the CitiPhone Banking Facility.

- 6.3 The Customer may link any and all of the Customer's Accounts held with the Bank to the CitiPhone Banking Facility.
- 6.4 The Customer understands and accepts that the telephonic instructions given through the CitiPhone Banking Facility may also include instructions to change the Customer's demographic details such as residence and/or mailing address, residence and or office telephone number, mobile phone number, e-mail address or any other personal details of the Customer as may be decided by the Bank from time to time, subject to the due submission of such documents of proof, as may be stipulated by the Bank in this regard.

#### **Account Representative of the Customer**

- 6.5 Any Customer, who is not an individual, may nominate persons, who may or may not be Authorized Signatory(ies), as an account representative(s) of the Account (the "Account Representative(s)"). Each Account Representative would be given a recognition Card with a unique 16-digit number (the "Recognition Card") in addition to a T-PIN to access the Account through the CitiPhone Banking Facility and/or and Home Personal Identification Number ("H-PIN"). The customer can also access the Account through the Internet Banking Facility by self-selecting an Internet Personal Identification Number ("I-PIN") on Citibank Online. The Customer understands that each Account Representative would be required to utilize the Recognition Card provided in conjunction with the corresponding T-PIN/H-PIN/I-PIN to perform any transactions on the Account. The limit for transactions which each Account Representative may undertake will be in accordance with the specific form for that purpose executed by the Customer for this particular Facility. The Customer understands and acknowledges that the Account Representative will not be able to perform transactions through any channel other than the CitiPhone Banking Facility and/or Citibank Online Internet Banking Facility. The Customer is aware that any of the Account Representatives may initiate a transaction over the telephone and/or the Internet in accordance with the authorization for the same provided to the Bank through written instructions or the AREP form. The Customer hereby confirms that the Account Representative is fully conversant with the procedures, as explained to the Customer, which are required to be complied with and further confirms that the Customer and each Account Representative shall comply with the same.
- 6.6 In the event of a debit instruction being initiated by an Account Representative/Authorized Signatory that, as per the authorization provided to the Bank requires confirmation of another/other Account Representative(s)/Authorized Signatory(ies), the funds will go into debit status and cannot be withdrawn or transacted upon in any way through any

channel till such instruction is cancelled by any of the required Account Representatives. The Customer understands that if the Bank does not receive the required authorizations for any transaction initiated within two (2) days of the first call/login, the transaction shall stand automatically cancelled and the funds which have been previously marked for debit will be available for disbursement. In case of debit instructions, where there are not enough funds in the Account, any funds lying in multi-deposit(s) linked to the Account, shall be utilized. Failing the required authorization within two (2) days, the amount will flow back into the Account, but will not be reinstated as a multi-deposit unless express instructions for the same are received by the Bank. The Bank shall not be liable nor responsible for any dishonour of cheques or any other loss caused in any manner whatsoever, due to non-availability of funds, while such funds have been marked for debit pending confirmation and authorization by the other Account Representative(s)/Authorized Signatory.

- 6.7 On receipt of instructions from the Account Representative/ Authorized Signatory, the Bank shall have no responsibility except to verify the Recognition Card and match the same with the individual T-PIN/H-PIN/I-PIN respectively. In the event of any mismatch or unclear instructions, the Bank shall not be obliged to act upon the instructions nor inform the Customer or the Account Representative/Authorized Signatory of the same.
- 6.8 The Customer understands that the Bank shall only take on record any change/removal or suspension of any Account Representative/Authorized Signatory, upon receipt of written instructions from the Customer in such form as is acceptable to the Bank and shall provide to the Bank such other documents as may be required by the Bank for the purposes of recording such change. The Customer is aware that such change would be effective four (4) banking business days after receipt of such written instructions by the Bank, subject to holidays and normal banking working hour norms.
- 6.9 The Customer understands that the Recognition Card, T-PINs, I-PINs and H-PINs are confidential and that each person to whom such PIN has been assigned shall at all times keep the same confidential and the Customer shall be solely responsible and liable for any and all losses that may be suffered/incurred by the Customer as a consequence of the PINs being misused or misplaced.
- 6.10 Citibank, post seeking your consent shall record & store your voice print, to authenticate your identity during your interactions at CitiPhone in addition to existing modes of validation. In case of failure of voice based authentication, Citibank reserves the right to carry out manual authentication.

## **7. INTERNET BANKING AND E-COMMERCE**

### **Internet Banking**

- 7.1 The Customer accepts that, at the request of the Customer, the Bank may, at its sole discretion, agree to provide the Citibank Online Internet Banking Facility through the website and/or as per written Standing Instructions given/to be given to the Bank by the Customer. The Customer further understands and accepts



that these Terms and Conditions are in addition to any and all such specific terms and conditions as may be applicable to the Citibank Online Internet Banking Facility (including applicable payment methods/charges). The Customer understands and agrees that the availment of such Facility will be deemed acceptance of the said terms and conditions and the Customer agrees to be unconditionally bound by the same.

7.2 The Customer is aware that for the purposes of utilization of Citibank Online Internet Banking Facility, the Customer would be required to use the CitiCard number or the Account number and a password (H-PIN/I-PIN/Q-PIN) as advised by the Bank and/or as subsequently changed by the Customer/Authorized Signatory/Account Representative of the Customer, or as self-selected by the Customer/Authorized Signatory/Account Representative of the Customer on Citibank Online. The Citibank Online Internet Banking Facility may cover and be applicable to all the Accounts now existing or which may hereafter be opened by the Customer with the Bank.

**7.3 The Customer acknowledges and confirms that:**

- a) the Customer understands that passwords assigned to the Customer or as subsequently changed by the Customer/Authorized Signatory of the Customer would be required to be used by the Customer to transmit/give instructions and access the Citibank Online Internet Banking Facility. The Customer is aware of the confidential nature of the H-PIN/I-PIN/Q-PIN and confirms that neither the Customer nor any Authorized Signatory/Account Representative of the Customer shall disclose the H-PIN/I-PIN/Q-PIN to any person. The Customer will promptly inform the Bank in case any H-PIN/I-PIN/Q-PIN becomes known to any unauthorized person. The Customer hereby instructs the Bank to comply with any/all instructions given through the use of the Citibank Online Internet Banking Facility in conjunction with the correct H-PIN/I-PIN/Q-PIN. The Bank shall be entitled to assume that any instruction given to the Bank using 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 given to the Bank by usage of the H-PIN/I-PIN/Q-PIN of the Customer.
- b) 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 H-PIN/I-PIN/ Q-PIN used to transact on the Internet. 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.
- c) the Customer shall not be discharged by transmission over the Internet of any notice, instruction or request which, as per the terms hereof or any other specific terms and conditions, require the Customer to send the same in writing. The Customer acknowledges and confirms that all records of instructions received from the Customer maintained by the Bank, in electronic or documentary form (including, without limitation, logs of Citibank Online Internet Banking Facility transactions and

SMS/Mobile transactions), and such other details (including, but not limited to, payments made or received) shall, as against the Customer, be deemed to be conclusive.

- d) the Customer shall not interfere with, alter, amend, tamper with or misuse in any manner whatsoever (the opinion of the Bank being conclusive in this respect), the Citibank Online Internet Banking Facility.
- e) in the event of any alleged fraudulent use of the Account through the Internet, the Customer agrees that the Customer shall be solely and exclusively responsible for all loss caused thereby and shall not hold the Bank liable for any loss caused thereby.
- f) The Customer understands and accepts that the instructions given through the Internet may also include instructions to change the Customer's demographic details such as residence and or mailing address, residence and or office telephone number, mobile phone number, e-mail address or any other personal details of the Customer as decided by the Bank from time to time.
- g) The Customer confirms and agrees that the Customer shall not hold the Bank responsible or liable for any failure to provide the Citibank Online Internet Banking 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.

## **E-Commerce**

- 7.4 The Bank may, from time to time, identify websites where the Customer could use the Facility of making acquisitions/purchases of products and/or services ("Products") and making payments for the same through the Account by giving instructions for such payment through the Internet/mobile phone channel. The Customer understands and accepts that these Terms and Conditions are in addition to any and all such specific terms and conditions as may be applicable to the Bank's E-Commerce Facility (including applicable payment methods/charges). The Customer understands and agrees that the avilment of such Facility will be deemed acceptance of the said terms and conditions and the Customer agrees to be unconditionally bound by the same.
- 7.5 The Customer agrees and confirms that the websites on which the Customer places any orders and in respect of which the Customer requests payments would be solely and exclusively those that are associated with and utilize the Internet payment gateway of the Bank. The Customer agrees that the Customer shall provide payment instructions solely and exclusively on the payment gateway provided by the Bank or such other websites as may be designated by the Bank from time to time or via a mobile phone channel. It shall be the responsibility of the Customer to ensure that the certificate of the website where Customer inputs any data is valid and, further, that such certificate is a certificate in the name of the Bank. The Customer understands and acknowledges that the Bank shall not be responsible for any errors caused in respect thereof.

- 7.6 The Customer agrees and confirms that the Customer shall ensure that all the details of any orders placed are stored accurately by the Customer, including, without limitation, the order number, price payable etc.
- 7.7 The Customer understands and acknowledges that all orders placed by the Customer on such websites are orders between the Customer and the merchant supplying the Products. The Bank shall not, at any time, be deemed to be a supplier of the Products or a party to such contract. The Customer understands that the Bank is only providing the Customer a Facility (without obligation) of effecting purchases which may be debited from the Account and that the Bank is, in no manner associated with or part of the actual transaction of the sale of the Products. The Customer hereby specifically agrees and acknowledges that the Customer shall be solely responsible to make all such independent inquiries as the Customer deems fit in respect of the Products offered by the merchants on the websites and that the Customer is not placing the order on the websites based on any representation or statement of the Bank and that such order shall be placed at the Customer's own volition and that the Customer shall not in any manner hold the Bank responsible for any deficiency, defect or incomplete Products or for any delay in delivery or non-delivery of the same. The Customer further confirms that the Bank shall not be held responsible for the delivery, suitability, quality or merchantability of the Products.
- 7.8 The Customer understands and acknowledges that the Bank may, without assigning any reason whatsoever, refuse to transfer funds to the merchants/companies. The Customer also confirms and agrees that the Customer shall not hold the Bank responsible or liable 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 other reason, whatsoever.
- 7.9 The sole and exclusive recourse for any deficiency in the Products and any and all matters incidental thereto shall be against the merchant only and the Customer confirms that in the event of any dispute with the merchant, the Customer shall not implead the Bank as a party. The Customer understands and acknowledges that the Bank shall not entertain any communications in this regard from the Customer and/or the merchant.
- 7.10 The Customer shall ensure that the Customer does not, in any manner, release any confidential data (whether of the Bank or of the Customer itself) to the merchants and the suppliers during access to the various websites of the merchants and the Customer shall keep the Bank protected, saved and harmless from any loss that may be caused to the Bank by any breach of this covenant.
- 7.11 If required by the Bank, the Customer shall communicate the payment instructions and provide to the Bank such details as the Bank may require in respect of the payments to be made including, without limitation, details in respect of the website on which the purchase order was placed and the relevant Customer order number that was issued. The Customer shall keep the Bank

saved, protected and harmless from any loss caused from any inaccuracies in this regard. The Customer agrees that in the event of any alleged fraudulent use of the Account through the Internet, the Customer shall be solely and exclusively responsible for all losses cause thereby and shall not hold the Bank liable for any loss caused thereby.

7.12 The Customer hereby agrees that the Bank may place limits, as it deems fit from time to time, on the number of transactions that the Customer may enter into in a particular period or the aggregate payments that the Customer may make on transactions during a particular period or any other restrictions as the Bank may, in its sole discretion, place on the Account. The Customer hereby agrees to abide by and be bound by all such limits that may be placed by the Bank from time to time.

### 7.13 Drafts on Internet

A Customer may request for issue of demand drafts by using the Citibank Online Internet Banking Facility. All the terms and conditions relating to the CitiBank Online Internet Banking Facility shall apply to this facility of issue of demand drafts on the Internet. The Customer understands that the Customer shall be required to provide all particulars as stipulated, at the time of filling the application form for issue of drafts on the Internet. A request based on incomplete information is liable to be rejected forthwith by the Bank. All requests will be processed by the Bank and only those requests which fulfill the Bank's eligibility and credit criterion will be given effect to. The Bank will have the sole discretion to take a decision to accept or reject a request.

No draft will be issued for part of the amount requested. Drafts will be issued subject to the availability of sufficient credit balance in the Account. A transaction fee as prevailing on the date of issuance of the draft will also be charged to the Account.

A draft once issued as per the request will be mailed/couriered to the Customer's latest mailing address recorded with the Bank or to such address as has been mentioned at the time of placing the request for the draft. While every effort will be made to deliver the draft within four (4) days from the time the request is received by the Bank, no assurance in this behalf is held out.

The Bank will not be responsible on Account of non-delivery or delays in delivery or non-receipt of drafts to the Customer. If a draft is lost or is to be cancelled, the Bank must be informed immediately by the Customer. The Bank will refund the principal amount of the draft only through credit to the Account after receiving a duly filled indemnity form (in a form acceptable to the Bank) by the Customer who requested for the issuance of the draft, provided the draft has not been encashed or paid or dealt with by the Customer/or any other person in any manner whatsoever and the decision of the Bank on whether to cancel/issue a fresh draft shall be final. The transaction fees levied on the draft will not be refunded. For drafts to be cancelled, the original draft must be returned to the Bank. If a draft is lost/stolen or encashed fraudulently or otherwise, the Bank will not be responsible for replacement or compensation.

The Bank will be entitled to discontinue the facility contained in this Clause 7.13 at any time without prior notice and without any liability to the Customer.

## 8. CitiAlert Facility

### 8.1 Definitions:

In these Terms and Conditions, the following terms shall have the following meanings:

“Alerts” means the messages sent in response to the Triggers as short messaging service (“SMS”) to the Customer over his mobile phone and/or through e-mail, or in such other mode as offered by the Bank from time to time

**Further Alerts may be classified as follows:**

- **“Essential Alerts”** - Alerts which are sent to the Customer once he/she registers his/her mobile number/email id with the Bank without any explicit registration by the customer. However, the Customer has the option to deregister from select alerts / all alerts based on his/her requirement.
- **“Value added Alerts”** - Alerts which are sent to the Customer only when he/she registers for these alerts explicitly. However Customer has the option to deregister from these at a later date.
- **“Mandatory Alerts”** - Alerts which are sent to the Customer once he / she registers his/her mobile number/ email id with the Bank. The Customer need not explicitly register for these alerts. Pls note that Customer does not have the option to deregister from these alerts after having updated his/her mobile number/email id once.

“Account” means any account of the Customer with the Bank, which may be savings/ current /fixed deposit /AAFA/ Suvidha/ credit card account or any other account;

“Bank” means the branch in India of Citibank, N.A. with which the Customer’s Account is maintained;

“TSP” means Third party Service Provider with whom the Bank has an arrangement for providing the CitiAlert Facility;

“Gateway Partner” means Cellular Service Provider with whom Third party Service Provider (TSP) of the Bank may have an arrangement.

“Mobile Service Provider” means the telecom operator who has provided a mobile connection to the Customer.

“Customer” means the person who holds an Account with the Bank;

“Facility” means the facility of receiving Alerts and known as CitiAlert;

“Triggers” means the triggers with respect to specific events/ transactions relating to a Customer’s Account in order for the Bank to send the corresponding Alerts to the Customer.

“Pull SMS” means Customers initiating a SMS (in a pre-specified form) from their registered mobile number to the number given by the Bank to receive relevant transaction/Account details on their registered mobile through SMS.

## 8.2 Availability

- 8.2.1 The Facility is made available to the Customer - at the sole discretion of the Bank and may be discontinued by the Bank at any time, without prior notice. The Facility is available to Customers holding Account/s with the Bank. The Customer understands and agrees that the availing of the CitiAlert Facility will be deemed acceptance of the said terms and conditions and the Customer agrees to be unconditionally bound by the same.
- 8.2.2 The Facility is available in certain specific regions and to subscribers of mobile phones of certain specific mobile service providers supported by the TSPs / Gateway Partners, and such regions/mobile service providers may change from time to time. The Customer understands that unless he/she meets these criteria, the Facility will not be available.
- 8.2.3 The Bank may, if feasible, through its TSPs, extend the Facility to other cellular circles as well as to subscribers of other mobile service providers, without any prior notification.
- 8.2.4 The Customer understands and accepts that this Facility is being provided by the Bank to the Customer at no additional costs and only on a reasonable efforts basis. Alerts sent pursuant to the Facility may be delayed or may not be delivered at all depending on the cellular network available in the area where the Customer is present. The Customer also understands that mobile service providers & Gateway Partners are third parties outside the control of the Bank and the Bank promises no guarantee that an Alert will be delivered timely, will be error free or will even be delivered at all. For all such scenarios where there is a delay, error and/or no delivery at all, the Bank takes no liability or responsibility for the same.
- 8.2.5 As an added feature-The Bank also provides Pull SMS facility to Customers which enables the Customer to send an SMS to access the service that he/she may desire. Customer has the option to use the said Pull SMS facility by sending a certain pre-specified keyword in the required format as a SMS to the numbers specified by Citibank on its website from his/her mobile number which is registered on the Bank records. Once such SMS request is received, the Customer will get an SMS response, detailing Account details/Transaction confirmation in accordance with the pre-specified keyword sent by the Customer in his/her request SMS. The Bank is providing this service in good faith and on a reasonable efforts basis only and should not be held liable if Customer tries such requests and still does not get the details/revert on his/her mobile number. Any SMS to these numbers may be charged by the mobile service provider of the Customer. Also, the Pull SMS numbers may be available only on specific mobile service provider networks.

### 8.3. Alert Registration Process

- 8.3.1 To receive Value added Alerts the Customer may select the same on the Citibank India Website [www.citibank.co.in](http://www.citibank.co.in) or contact CitiPhone Banking or by written instructions to the Bank.
- 8.3.2 The Customer is responsible to acquaint himself with the process for using CitiAlert as available under the Citalerts section on the Citibank India Website and the Bank is not responsible for any error by the Customer in the registration process.
- 8.3.3 To register/deregister Alerts on the Citibank India Website, the Customer will be required to use the Citibank Online Facility and the terms and conditions relating thereto will apply. To register/deregister Alerts through CitiPhone Banking, the terms and conditions relating to CitiPhone Banking will apply. Alerts will be sent only to the Customer's mobile number and/or email ID as available in the records of the Bank
- 8.3.4 The Customer acknowledges that the Bank may, from time to time, expand the available Triggers or Alerts, or change the features of any Trigger or Alert, without any prior notification.
- 8.4. Option to Receive/Disable the Facility.**
- 8.4.1 Essential Alerts are provided by the Bank to all its Customers by default who have a valid mobile number updated in the Bank's records in respect of their respective Account/s. In the event that the Customer does not wish to receive the Facility, then the Customer may select the same on the Citibank India Website [www.citibank.co.in](http://www.citibank.co.in) or contact CitiPhone Banking or by written instructions to the Bank
- 8.4.2 The responsibility of registering for Value Added Alerts, in order to start receiving the same, lies with the Customer, and the Bank may not send these alerts without such registration.
- 8.4.3 The Customer will anyway receive Mandatory alerts without subscribing for those. Customer will not have the option to unsubscribe from these type of alerts.
- 8.4.4 The current list of Essential alerts, Value Added alerts and Mandatory alerts is available on the Citibank India website but may change from time to time without notification. The Customer accepts full responsibility to update the Alert Registrations by checking the Citibank India website from time to time.
- 8.4.5 The Bank will not be responsible to verify the Customer's mobile phone number for the purposes of provision of the service hereunder. The Bank will endeavour to provide the Facility on a best effort basis and as soon as practically possible for the Bank.
- 8.4.6 The Bank may, in its discretion, not give effect to any Triggers if the Bank has reason to believe (which decision of the Bank shall be binding on the Customer) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.
- 8.4.7 The Customer confirms that, unless otherwise expressly informed to the Bank by the Customer, any communication (whether by SMS or e-mail or otherwise, as aforementioned) shall be with

the knowledge of and within the control of the Customer. The Customer understands that information sent on SMS/email could include confidential information, including but not limited to account balances, details of transactions performed and One-Time-Passwords used to authorize transactions or online banking access. The Customer is responsible for intimating to the Bank of (i) any change in his phone number or email address(ii) loss of the Mobile Phone or unauthorized access to the e-mail messages of the Customer or of any other person nominated by the Customer for the purposes of the CitiAlert Facility. The Bank will not be liable for sending Alerts or other information over the Customer's mobile phone number/email address/fax number recorded with the Bank. Until the Bank has received information as above, in writing from the Customer, and the Bank has intimated in writing to the Customer as having taken the same on record, the Customer shall, in all circumstances, be fully responsible, and accepts full responsibility and knowledge of any and all Alerts sent to the Customer, and hereby authorizes the Bank to send such Alerts. The Customer accepts that the Bank is not at all, in any circumstances obliged to, and accordingly will not, verify, under any circumstances whatsoever, whether the Alerts are being received by the Customer or not. The Bank will not be liable for any misuse, interception, tampering with, and/or unauthorized access to the Alerts sent. The Customer confirms that, for any address updation request provided for his/her Citibank Account, the address will be updated for all linked Citibank Accounts, for all common holders as well, if any. Only if the secondary account holder holds another Citibank Account as a primary holder, a separate request for address updation will need to be provided to Citibank. Also, if you hold other Citibank products, for ex. Credit cards/loans/mortgages/DEMAT, we request you to send a separate request for updating the address.

- 8.4.8 The Customer acknowledges that to receive Alerts, his mobile phone must be in an "on" mode. If the Customer's mobile phone is kept "off" during the time of delivery of an Alert message by Citibank, that particular message might not get delivered to the Customer.
- 8.4.9 Triggers will be processed by the Bank after receipt and the processing time will be decided by the Bank, in its discretion. The Customer acknowledges that there will be a certain time lag taken by the Bank to process the Triggers and to send the Alerts.
- 8.4.10 The Customer acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the TSPs, Gateway Partners and mobile service providers involved in the process. The Customer accepts that timeliness, accuracy and readability of Alerts sent by the Bank will depend on factors affecting the TSPs, Gateway Partners and mobile 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 Customer.
- 8.4.11 The Bank shall endeavour to provide the Facility on a reasonable efforts basis and the Customer shall not hold the Bank liable for non-availability of the Facility or non-performance by any TSPs, Gateway Partners or mobile service providers or any loss or



damage caused to the Customer as a result of use of the Facility (including relying on the Alerts for the Customer'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 Customer in connection with the use of the Facility.

8.4.12 The Customer accepts that each Alert may contain certain Account information relating to the Customer.

8.4.13 The Customer agrees and authorises the Bank to send from time to time, Account/service related information of the Bank and/or its related entities/group companies/affiliates. Such information shall be sent even if not specifically requested for by the Customer, but if the Bank deems that the same is required to be sent.

8.4.14 For the provision of the Facility, the Bank may, at its sole discretion, without any prior intimation to or approval of the Customer, appoint any authorized person(s)/agents and the Customer hereby authorizes the Bank to appoint such authorized persons/agents as the Bank may, in its absolute discretion, deem necessary.

8.4.15 The Customer understands that the Bank may, at its sole discretion, without any prior intimation or approval of Customer, send alerts which are not specified in the alert classification available on the Bank's website.

## 8.5. **Withdrawal or Termination**

The Bank may, in its discretion, withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend the Facility 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 Facility.

## 8.6. **Fees**

The Facility is provided as a free service by the Bank. However, the Bank may, at its sole discretion, charge the Customer after giving due notice. The Customer shall be liable for payment of such airtime or other charges, which may be levied by the mobile service provider in connection with the receiving of the Alerts, as per the terms and conditions of the mobile service provider, and the Bank is in no way concerned with the same.

## 8.7. **Disclaimer**

8.7.1 The Bank will not be liable for:

- (a) acting in good faith on any instructions/received by the Bank;
- (b) error, default, delay or inability of the Bank to act on all or any of the instructions /;
- (c) loss of any information/instructions/Alerts in transmission;
- (d) unauthorized access by any other person to any information/instructions/s given by the Customer or breach of confidentiality;
- (e) multiple delivery of the same Alert to Customers mobile number

by TSPs or by the Gateway Partners or by mobile service provider who is delivering the message.

8.7.2 The Bank will not be concerned with, or made party to, any dispute between the Customer and the mobile service provider and makes no representation or gives no warranty with respect to the quality of the service provided by the mobile service provider nor guarantee the timely delivery or accuracy of the contents of each Alert.

8.7.3 The Bank may in good faith use one or more TSPs to deliver the Alerts to the Customers. These TSPs may or may not be mobile service providers themselves. Also, Bank is free to change these TSPs from time to time.

#### **8.8. Disclosure**

The Customer 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). The Bank is authorised to provide any information or details relating to the Customer or his Account to the TSPs or Gateway Partners or any mobile service providers so far as is necessary to give effect to any instructions/Triggers.

#### **8.9. Liability and Indemnity**

The Customer shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable to pay damages to the Bank. In consideration of the Bank providing the Facility, the Customer 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 refusing to act on any instructions given by use of the Facility. The Customer shall indemnify the Bank for unauthorised access by any other person to any information / instructions given by the Customer or breach of confidentiality.

#### **8.10. Amendment**

The Bank may amend the above terms and conditions, at any time without prior notice to the Customer, and such amended terms and conditions will thereupon apply to and be binding on the Customer.

#### **8.11. For USA and Canada Customers only**

8.11.1 Your Mobile service Provider's standard text messaging rate may apply for messages sent to you / initiated by you.

8.11.2 You consent to receiving, from time to time, further text messages from us, which may include offers from us, our affiliates and our partners.

8.12. The terms and conditions governing the Facility shall be read along with any other terms and conditions that apply to the provision of banking services by the Bank to the Customer.

9. **MANUALLY INITIATED FUNDS TRANSFER FACILITY FOR TRANSFER OF FUNDS FROM ACCOUNT USING RTGS/NEFT/TT & FOR DRAFT ISSUANCES IN LOCAL/FOREIGN CURRENCY (“MIFT”)**

- 9.1 The MIFT Facility is provided by the Bank, at its sole discretion, to facilitate payment instructions given in writing, in the prescribed format of the Bank or in such other form, as may be acceptable to the Bank. Instructions may be given directly by the Customer in person or through a messenger/bearer/agent of the Customer, as may be acceptable to the Bank. The Customer hereby undertakes and confirms that the Customer shall execute all such other documents and writings, in addition to the instruction, in a form and manner satisfactory to the Bank, as may be required in relation to the transaction via NEFT and/or RTGS/TT/issuance of bankers cheques/demand draft(s). The Customer hereby understands that local remittances can be made through bankers cheques and funds can be remitted electronically via RTGS and NEFT.

It is hereby clarified that no instructions given by fax/telex/e-mail for transfer of funds shall be accepted by the Bank save and except for such cases wherein the Customer has expressly requested and executed an Indemnity in favour of the Bank.

- 9.2 The Customer understands and agrees that cash withdrawals shall not be permitted by any third-party/bearer on behalf of the Customer through withdrawal slips. The Customer further understands that the Bank will follow its internal security and control procedures while processing/acting upon the MIFT instructions initiated by the Customer and the provisions of Clause 4.22 hereinabove shall be applicable while processing of instructions.
- 9.3 The Bank may, in its discretion, determine the type of transactions it shall undertake and the transactions it shall need written instructions at the first instance to act upon. The Customer understands and acknowledges that Citibank shall debit the Customer's Account mentioned on the instructions upon receipt of the instructions. If such instructions are in the nature of standing instructions for periodic transfers, Citibank shall be entitled to make such transfer upon receipt of these instructions and until such time as the instructions are revoked in writing by the Customer.
- 9.4 For any demand draft issued pursuant to receipt of instructions hereunder, the Customer understands that refund or repurchase of the amount of the demand draft shall be made at the sole discretion of the Bank and subject to submission of such necessary documents, as the Bank may indicate. Any refund shall be made upon the receipt of the demand draft in original and clear instructions from the Customer for cancellation and refund. The Customer agrees and acknowledges that refund or repurchase shall be made at the current buying rate for the currency in question (for drafts issued in foreign currency) less any and all costs, charges, expenses and interest.
- 9.5 Transaction types envisaged under the MIFT Facility hereunder shall cover transactions in both foreign or local currency. Unless it is otherwise expressly and specifically agreed in writing,

for any remittances to be made abroad, the Bank may at its discretion, convert into foreign values the funds received from the applicant/Customer at the Bank's selling rate of the day. The Bank's statement in writing for such conversion shall be conclusive. The remittance made shall be payable in the currency of the country to which to remittance has been made and will be at the buying rate of the Bank's correspondents or agents unless the payee by arrangement with paying correspondent or agent obtains payment in some other currency upon paying all charges of the Bank's correspondent or agent in connection herewith.

- 9.6 The Customer hereby understands that foreign remittance services using, demand drafts (drawn on the Bank or its correspondent locations), and/or remittance of funds from one centre to another via DD/DAO is provided at specified service charges and applicable exchange rate related charges. However, it is hereby clarified and the Customer agrees that at no point in time will such services for transfer of funds from the Account be used for making funds transfers to a non-resident external (NRE) account or any other type of account on which there are restrictions, as per applicable law, on crediting monies.
- 9.7 The Customer further agrees and confirms that the Bank may take its customary steps for issue of drafts or for remittances. In doing so the Bank shall be free on behalf of the Customer to make use of any correspondent sub-agent or other agency. The Customer agrees and acknowledges that in no case will the Bank or any of its correspondents or agents be liable for interruptions, errors or delays occurring in the wire cable or mails or on the part of any postal authority, telegraph, cable or wireless company or any employee or such authority or any company, or through any other cause. The Bank may send any message relative to the transfer in explicit language, code or cipher. The Customer further understands and agrees that encashment of the draft/s or payment of transferred funds is subject to any rules and regulations of the country where the draft is to be encashed or funds are to be transferred. In view of the prevalence of exchange restrictions throughout the world, the Customer hereby agrees that the liability of the Bank with respect to the encashment of the drafts or payment transferred fund shall not exceed, in any case, to the extent to which payment may be allowed in the currency in which the demand draft is drawn or transferred funds are to be paid under government or other restrictions existing at the place of the payment at the time of payment or at the time of the payment instruction being received. The Customer also agrees that neither the Bank nor its correspondents or agents shall be liable for any delay or loss caused by any act or order of any government or government agency or as a result of any other cause whatsoever.
- 9.8 It will be responsibility to provide complete and clear instructions to the Bank pursuant to the MIFT Facility hereunder, including any beneficiary/account details. The Customer shall be unconditionally bound by the instructions it provides to the Bank and the Bank will not be responsible for errors in the instructions or other causes beyond the Bank's control. The Bank shall only act on complete, unambiguous and clear instructions and will not be responsible for intimating the Customer in case of errors.

The Bank may, in its absolute discretion, decide not to act upon any instructions if it, in good faith, has a doubt as to the validity or authenticity of the same and may notify the Customer in this behalf.

- 9.9 The Bank shall not be responsible/liable for acting on any instructions provided to the Bank by a bearer/agent of the Customer and the Bank shall have every right to exercise discretion in such situations.
- 9.10 The Bank shall not be liable for any loss or damage caused to the Customer, whether due to subsequent revocation by the Customer of any MIFT instructions or otherwise, provided that the Bank has taken reasonable care to adhere to the processes of verification of signatures and/or confirmation by recorded telephone calls, as the case may require in line with policies of the Bank. The instruction, once issued shall be irrevocable and the Customer understands that the customer shall not be entitled to withdraw the same under any circumstances.
- 9.11 The Customer hereby irrevocably agrees, to compensate / reimburse the Bank against any losses, claims or costs and to save and keep harmless and free at all times the Bank, against any and all harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses, including, without limitation, any costs between attorney and client, and any consequences whatsoever, suffered or incurred by the Bank on account of or arising out of or in connection with the Bank acting upon any instructions initiated by the Customer, whether given directly by the Customer or received by the Bank through a messenger/agent of the Customer, whether with or without the knowledge of the Customer, or whether the same have been initiated bonafide or otherwise. The Customer further agrees and confirms that this undertaking of the Customer shall remain valid and subsisting and binding upon the Customer notwithstanding withdrawal of the MIFT Facility or closure of the Account.

## **10. CASH DELIVERY / CHEQUE / CASH PICK UP**

- 10.1 The Bank may, in its sole discretion, provide to the Customer, a Facility for delivery/pick up of cash and/or picking up of cheques (both being Indian Rupees only) from the address as available on bank records of the Customer. Delivery of cash would be against withdrawals from the Account and cheques/cash would be credited to the Account.
- 10.2 This Facility would be provided by the Bank through an authorized person. Any request for cash delivery or cash/cheque pick up may be sent by fax and/or telephone and the terms and conditions under the terms hereof for facsimile or telephonic requests shall apply to such facsimile or telephonic requests. The Bank shall be liable and responsible for all acts and omissions committed by the said agents except for any acts and omissions that may be directly attributable to the conduct or misdeed or negligence of the Customer.
- 10.3 For cash/cheque pickup, the cash (in sealed bundles) or the cheque, as the case may be, together with the original deposit

slip, duly signed with the name and designation of signatory mentioned, shall be handed over by the Customer to the authorized person picking up the cash/cheque against a valid acknowledgement signed by the authorized person. In case of any discrepancy, the Customer shall intimate the Bank within seven (7) days of such discrepancy being known, failing which the transaction will be deemed to be correct and binding on the Customer for all intents and purposes.

- 10.4 For cash delivery, the Customer shall handover, to the authorized person, the original cheque (details of which have been provided to the Bank earlier) duly signed on the reverse by the authorized person(s) of the Customer setting out his name and designation. The Customer / customer representative shall also sign the cash delivery acknowledgement receipt in the form prescribed by the Bank on receipt of cash.
- 10.5 If the whole or any part of the performance by the Bank of it's obligations contained in the above-mentioned clauses is prevented or delayed by force majeure causes including riots, strikes, bandhs, traffic blockades etc. & circumstances or events beyond the control of the Bank including acts of Government, changes in the legislation & other allied acts of regulatory nature, then to that extent the Bank shall be prevented or delayed from performing all or any part of it's obligations by reason thereof, despite due diligence & reasonable effort to do so, the Bank shall be excused from performance of it's obligations hereunder for so long as such causes, circumstances or events, shall continue to prevent or delay such performance.
- 10.6 The above mentioned clauses shall be supplemented by and in addition to the terms and conditions/agreement duly executed by the Customer for availing the Cash Delivery / Cheque / Cash Pick Up facility. In case there is a conflict or repugnancy between the above mentioned clauses and the said terms and conditions, the said terms and conditions would prevail for all intents and purposes.
- 10.7 The above agreement would not be applicable for cases where cash delivery is availed through phone banking.

## 11. FEMA DECLARATION

The Customer hereby declares that any transaction involving foreign exchange hereunder will not involve, and will not be designed for the purpose of any contravention or evasion of the provisions of the Foreign Exchange Management Act, 1999 or any rule, regulation, notification, direction or order made thereunder.

The Customer also hereby agrees and undertakes to give such information/documents as will satisfy the Bank with regard to any foreign exchange transaction in terms of the above declaration.

The Customer also understands that if the Customer refuses to comply with any such requirement or makes only unsatisfactory compliance therewith, the Bank shall refuse in writing to undertake any transaction on the Account and shall, if it has reason to believe that any contravention is contemplated by the Customer, report the matter to Reserve Bank of India and/or such other authority as the Bank deems fit.

## 12. INTERNATIONAL CASH LETTER SERVICES (ICLS) FACILITY

12.1 The Bank may, at its sole discretion, offer the International Cash Letter Services Facility for collection of the Customer's cheques/drafts denominated in such currencies as are acceptable by the Bank. This Facility would be in the nature of a cheque/draft deposit service under which Citibank, N.A., India, would clear cheques/drafts denominated in such currencies as are acceptable by the Bank and credit proceeds thereof to the Account.

12.2 The Customer understands and confirms that:

- a) All credits to the Account under the Facility are provisional and subject to final realization under relevant clearing-house regulations. On all instruments, the return and credit risk will be assumed by the Customer.
- b) The value of any returned/dishonored instruments will be debited to the Account. The Customer understands that the Customer would be required to fill out the foreign currency deposit slip in full. All deposit instruments would be required to be endorsed in favour of Citibank, N.A. or order.
- c) MICR-encoded cheques/drafts/traveller's cheques may be forwarded to the Bank.
- d) The maximum amount on each instrument that may be deposited would be as may be decided from time to time by the Bank. Any instrument for an amount exceeding the Bank's prescribed amount will be accepted for processing by the Bank at its sole discretion as a collection item by dispatch directly to the drawee branch.
- e) The deposit instruments and one copy of the deposit slip shall be required to be forwarded to the Bank. The Bank would, at the risk of the Customer and in no way being liable for interruptions, errors or delays occurring on the part of any postal authority or company or any employee of such an authority or company, courier the instruments to the relevant branch of Citibank, N.A./correspondent bank abroad.
- f) **Missing Instruments:** The Bank will co-operate with the Customer to the extent that the Bank deems necessary, and Customer shall provide all reasonable assistance to the Bank in the recovery of, or the assertion of a claim for: (i) instruments missing in any circumstances during processing/operations under this Facility or (ii) any instruments that have been lost, destroyed or mutilated. The Customer will provide the Bank, within ten days of the Customer first coming to know about such loss, destruction or mutilation (whether such knowledge is obtained after notice from the Bank or otherwise learned or discovered by the Customer), with a clear and legible photocopy of the front and back of each instrument described in (i) or (ii) above. The Bank, upon timely receipt of a clear and legible copy of such instrument and subject to verification, will attempt collections on such copy, subject further to the terms of the International Global Cash Letter Services User Guide, the AMEX Fine Sort User Guide and these Terms and Conditions. The Bank's count on the instruments would be final and binding on the Customer.

- g) If any instrument is lost, destroyed or mutilated after delivery by the Customer and while it is under the sole control of the Bank, and further, provided the Customer has complied, and continues to comply, with all of its obligations under sub-section (f) above, the Account will be credited with the amount of such instrument along with back value for the period of loss. Under all other circumstances, upon request of the Customer, the Bank will attempt to collect monies on a copy, as provide in sub-section (f) above, and the Account will be credited if and when each such instrument is paid. The Customer shall pay any additional fees for collection of missing instruments charged by the Bank or any other bank. Back value will not be given for the period of loss under such circumstances. The Customer shall compensate/reimburse the Bank against any losses, claims or costs and to save and keep harmless and free at all times the Bank from and against any claims, losses, assessments, judgments, costs and damages, resulting from the presentment of the original instrument that has been collected based upon a photocopy.
- h) In addition to its obligations under sub-section (f) above, the Customer shall take all such other action as may be reasonable under the circumstances to mitigate its loss or damages as a result of the delay in, or inability to, collect on a missing, lost, destroyed or mutilated instrument, including, without limitation, issuing stop payment instructions on the set instrument and obtaining a replacement instrument from the holder thereof.
- i) **Customer Records:** The Customer shall make and maintain clear and legible copies (microfilm and/or photocopy records) ("Records") of the front and back of each instrument. The Bank shall have no liability to the Customer in the event an instrument, in whole or in part, is lost or stolen, or is destroyed or mutilated or otherwise becomes un-process able (each a "Loss") for any Loss attributable to the failure of the Customer to make, maintain, or provide such Records to the Bank, irrespective of whether a Loss results from the Bank's negligence or failure to exercise ordinary care in the processing of the instrument. The Customer shall compensate/reimburse the Bank against any losses, claims or costs and to save and keep harmless and free at all times the Bank from and against any claims, damages, losses, assessments or judgments, or any claim of the holder of an instrument or of any other person, arising from a Loss, if the Customer chooses not to make and maintain such Records, or, notwithstanding that the Customer has implemented a general policy and set procedures to make and maintain such Records, the Customer is unable, for whatever reason, to provide such Records to the Bank with respect to any specific instrument.
- j) If, for any reason, instruments sent under the Facility are returned, such returned instrument advice will be sent by the Bank to the Customer within a reasonable time period from receipt of such intimation at the relevant branch of the Bank. The returned instrument intimation will be sent by telex, telegram/letter or by any other alternate means to the Customer.
- k) The Customer is aware and confirms that the bonafide and antecedents of the beneficiary of any instrument sent under the Facility is known only to the Customer. The Customer will



be solely responsible and liable to make good to the Bank any loss that may be incurred by Citibank/correspondent bank due to collection of instruments which are declared fraudulent encashment/s by the paying banks.

- l) The Customer understands that the drawee Bank has a right of recourse to the Customer if, subsequent to the payment of an instrument, it is shown that there was a forgery or if there was any alteration on the instrument resulting in the returning of the instrument. As per existing U.S. regulations, the liability of the Customer would subsist for one year for altered instruments and three years for forgeries and on U.S. Treasury cheques, the period is seven years. In case of such an occurrence, the Bank will debit the Account for the returned amount and all associated charges with the same.
- m) All ICLS deposit items are accepted by the Bank for transmission only, at the risk of the Customer. The Customer understands that the Bank is not responsible for losses or delay arising out of any act, neglect, default, failure or insolvency of any correspondent, agent, or sub-agent, wherever such loss or delay is not directly attributable to the Bank and/or as a result of the gross negligence or willful misconduct of the Bank as held in a final, non-appealable order of a court of competent jurisdiction.
- n) **The Customer understands and acknowledges that:**
  - I. Courier/mailing cost on actuals will be charged for collection instruments.
  - ii. Charges will be debited up-front on the date of credit (irrespective of hold period).
  - iii. Any charges and conversion losses on account of bounced instruments will be debited to the Account.

### 13. CITICARD

The Customer has applied for the issue of a Debit Card(s) linked to the Account (“CitiCard(s)”), and the terms and conditions appearing in this section apply to all transactions involving use of the CitiCard. Terms and Conditions with regard to the Account, not repugnant to these terms and conditions, shall continue to apply and shall not be, in any way, over-ridden, annulled, amended, modified or substituted by these terms and conditions. The Customer understands and agrees that the availment and use of the CitiCard Facility will be deemed acceptance of relevant and applicable terms and conditions and the Customer agrees to be unconditionally bound by the same.

#### 13.1 Definitions

Capitalized terms used herein, but not defined hereunder, shall have the same meanings as assigned to them under the terms and conditions generally applicable to the Account. In these Terms and Conditions:

“Account Transactions” shall mean any or all of the following transactions on the Account performed by using the CitiCard:

- a) withdrawal of cash / availing of an overdraft facility from an ATM;
- b) obtaining Account information from an ATM;
- c) changing of the ATM Code using an ATM;
- d) deposit of cash / cheques or other financial instruments through a Depository; and
- e) transactions at Merchant Establishments subject to available funds in the Account using EDC(s).

“**ATM**” means any automated teller machine whether of the Bank or a shared network, at which, amongst other things, the Holder can use the CitiCard issued, to perform Account Transactions.

“**ATM Code**” means the confidential personal identification number, allocated to each Holder of a CitiCard by the Bank or, as subsequently chosen by the Holder of the CitiCard from time to time, in relation to each CitiCard.

“**CASST**” or “**Touch Access Banking Terminals**” means Customer Activated Sales and Services Terminals (commonly called KIOSK), whether in India or overseas, whether of the Bank or a shared network, at which, amongst other things, the Holder can use the CitiCard to access the Account.

“**CitiCard**” means the Debit Card issued by the Bank to the Holder, which, either in conjunction with the ATM Code/IPIN or on authentication of the Customer’s signature, will allow the Holder to perform Account Transactions.

“**Depository**” means any machine/device whether in India or overseas, whether of the Bank or a shared network, at which, amongst other things, the Holder can deposit funds to be credited to the Account.

“**Device(s)**” shall mean any and all of the following devices:

- a) ATM;
- b) CASST;
- c) Depository;
- d) EDC;
- e) POS; and
- f) Any other devices (whether of the Bank or shared networks of other banks and institutions) as are subsequently intimated to the holder or the Customer as being able to support Account Transactions.

“**EDC**” means any electronic data capture terminal, whether of the Bank or a shared network, at which, amongst other things, the Holder can use the CitiCard to access funds in the Account.

“**Holder**” shall mean the Holder, for the time being, of the CitiCard, being the Customer or a person duly authorized in this behalf by the Customer and acceptable to the Bank.

**“Merchant Establishment”** shall mean establishments which honour Debit Cards issued by the Bank and may include among others, stores, shops, restaurants, hotels, airline organizations and mail order advertisers (whether retailers, distributors or manufacturers).

**“POS”** means Point of Sale terminals whether in India or overseas, whether of the Bank or a shared network, at which, amongst other things, the Holder can utilize the CitiCard to access funds in the Account.

**“Earmark”** Set aside an amount equivalent to the transaction amount towards the payment of the amount due subject to settlement by the merchant. The differential in the set aside amount and the actual amount due will stand duly adjusted.

### 13.2 Issue of the CitiCard to Holder(s) and Cancellation of CitiCard

On the request of the Customer and subject to these terms and conditions and all of the Terms and Conditions applicable to the Account as may be applicable from time to time, the Bank shall, at its sole discretion, issue to each Holder, a CitiCard. The CitiCard is not transferable. The Holder may, subject to the terms and conditions, carry out Account Transactions through the use of the CitiCard at any Device. To enable such use, an ATM Code will be provided to each Holder and the Holder would be able to self-select an IPIN on Citibank Online. The customer would also be able to make the transaction by placing his signature on the charge slip generated by the EDC. This ATM Code shall be pre-encoded on the CitiCard prior to its delivery to the Holder. The ATM Code shall be advised to the Holder by the Bank either personally or, at the request of the Holder and at the risk of the Customer, through ordinary mail, and may subsequently be changed by the Holder, at the risk of the Customer, at any Device that supports and facilitates such change.

Customers can now self-select an ATM Code (APIN) through Interactive Voice Response (IVR) using an One Time Password (OTP) generated in the registered mobile of the customer and (ii) by logging into their Citibank account online at [www.citibank.com/india](http://www.citibank.com/india). The Customer acknowledges, agrees and accepts the following:

- a. The Customer is fully aware of the risks involved in selecting the APIN through IVR using OTP. The Customer understands and confirms that the OTP is a confidential code and the Customer is solely liable to ensure that it is not disclosed or misused. The Customer shall be responsible for any and all losses that may be suffered/ incurred by the Customer as a consequence of the OTP being misused or misplaced.
- b. Citibank can block use of these facilities at any time notwithstanding that the Customer may have made previous use of these facilities.
- c. Citibank shall not be liable for any damage or loss, direct or consequential, arising out of any lack of access to the internet site or delay or non-receipt of OTP in the registered mobile number for generating such APIN at any time.

- d. Citibank 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 APIN used for such transaction
- e. The Customer shall not interfere with, alter, amend, tamper with or misuse in any manner whatsoever (the opinion of Citibank being conclusive in this respect), the Citibank Online or IVR facility.

The use of the CitiCard shall automatically stand terminated in case the Account is closed permanently or is temporarily non-operational or services in the Account are withdrawn permanently or temporarily for any reason whatsoever. Without prejudice to the Bank's right to cancel, suspend or terminate the use of CitiCard at its own discretion, the Customer may voluntarily request the Bank to cancel the CitiCard by cutting the CitiCard in half and returning the same to the Bank for cancellation.

### **13.3 Securing the ATM Code (if applicable to the Customer's Citicard)**

The security of the ATM Code is very important. It is recommended that the Holder memorizes the ATM Code and then destroys all record of it. If the Holder fails to observe security requirements, the Customer may incur liability of unauthorized use.

The Holder will ensure that he/she:

- a) does not disclose the ATM Code to any person, under any circumstances whatsoever and shall prevent anyone seeing the ATM Code being entered into any Device and shall take all possible care to prevent its discovery by any person;
- b) shall not write or indicate the ATM Code on the CitiCard or keep a record of the ATM Code in any manner;
- c) shall not retain any physical noting of the ATM Code in any manner such that any person is able to access the same;
- d) shall observe all precautions as indicated on the cover/letter/envelope within which the ATM Code is delivered.

Neither the Customer nor the Holder shall hold the Bank liable in case of fraudulent/unauthorized use of the ATM Code through the CitiCard being misused and / or falling in the hands of any third-party or through the ATM Code being misused and/or coming to the knowledge of any third-party. The Customer shall be solely liable for any losses, damages, costs, charges or expenses including those that may be incurred / suffered by the Bank as a result of such misuse and/or fraudulent/unauthorized use of the CitiCard and/or the ATM Code.

### **13.4 Lost or Stolen CitiCard or disclosed ATM code**

The Holder shall inform the Bank and the Customer forthwith and simultaneously, as soon as the Holder has reason to apprehend that the CitiCard has been or may be misused, lost or stolen or that the ATM Code has become known to anyone. Failing the Holder, the Customer shall forthwith so inform the Bank.

Upon receipt of advice/instructions from the Holder or the

Customer, the Bank shall cancel the CitiCard and ATM Code. After cancellation, the CitiCard and ATM Code should not be used again even if subsequently found.

Provided that, in case of misuse, loss or theft of the CitiCard or disclosure of the ATM Code to / access to the CitiCard and / or ATM Code by any person, the Customer must immediately inform the Bank and also file an FIR with the local police and send a copy thereafter to the Bank. The Customer shall be liable for all charges incurred on the said CitiCard/ATM Code, till the CitiCard/ATM Code is reported lost to the Bank by the Customer and usage on the same is suspended as a result of such reporting. The Bank may, without referring or issuing notice to the Customer, give the police or other relevant authorities any information about the loss or theft of the CitiCard/ATM Code. Further a copy of the written confirmation of the misuse, loss or theft of the CitiCard or disclosure of the ATM Code to / access to the ATM Code by any third-party along with a copy of the police report shall be submitted to the Bank. The Bank shall not at all be liable for, and for the consequences of, any misuse of the CitiCard and/or ATM Code under any circumstances and/or at any time, whatsoever. Any replacement CitiCard and ATM Code subsequently issued by the Bank, at application therefore by the Customer, shall be governed by these terms and conditions.

### **13.5 Use of CitiCard and Liability for Misuse**

All Holder(s) and the Customer, jointly and severally, accept and agree that, at the request and risk of the Customer, the Bank has agreed to provide the Holder(s) the facility of executing Account Transactions by using the CitiCard. However, the use of CitiCard is subject to the holding of appropriate credit balance in the Account.

Where the customer is a minor (Beneficiary), the CitiCard will be issued by the Bank to the Beneficiary on the specific understanding that all amounts paid to or to the order of the Beneficiary on the basis of the said ATM/Debit Card and all commission/fees, interest, costs, charges, expenses ('Costs') in relation thereto shall be debited to the customer's account with the Bank (the "Account"). In the event of non-availability of sufficient funds in the customer's account, Bank shall have right to debit the account of the guardian in order to recover the costs.

The facility of cash withdrawal through the CitiCard is made available by the Bank on a best-effort basis and the Customer agrees that he will not hold the Bank responsible or liable in any manner for any consequences whatsoever in case of inability of the Customer 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.

The Customer hereby irrevocably authorizes the Bank to process any and all Account Transactions whether the same have been performed bonafide or otherwise and by the Holder or by any joint Holder of the Account or any other party whosoever. Each of the Holder(s) and the Customer undertake to comply with all applicable law and procedures while availing of /utilizing the

CitiCard.

The Customer accepts full responsibility and liability in all circumstances for Account Transactions performed on any Device whether or not such Account Transaction is processed with the knowledge of the Customer. Any instruction given through utilization/in respect of the CitiCard shall be irrevocable. The Customer hereby authorizes the Bank to debit the Account with the amount of any withdrawal or transfer or carry out any such instructions that may be received by the use of any CitiCard in accordance with the Bank's record of transactions, which the Holder(s) and the Customer agree to accept as final and conclusive.

The Customer understands, acknowledges and confirms that the Bank shall not and cannot, in any manner, monitor and restrict partially the use of the CitiCard or the nature of Account Transactions performed on the CitiCard.

The Customer and each Holder understands and agrees that:

- a) Neither the Holder nor the Customer shall hold the Bank liable for acting on and pursuant to Account Transactions made with the CitiCard;
- b) Neither the Holder nor the Customer shall hold the Bank liable for acting on and pursuant to the instructions of the Holder or the Customer;
- c) In following any such instructions, the Bank will be doing so on a best-effort basis and the Bank shall, in no way, be liable or responsible on account of delay or inability to act immediately or at all on any of the instructions of a Holder or the Customer;
- d) The Bank shall, in its sole discretion, without assigning any reason whatsoever, be entitled to charge for, withdraw, discontinue, cancel, suspend or terminate the facility to use the CitiCard and/or services related to it and shall not be liable for any loss or damage suffered or claimed by the Holder(s) and/or the Customer resulting in any way from such action. Such action may be immediate and without prior notice should the circumstances, in the view of the Bank, warrant the same;
- e) Without prejudice to the Bank's inability to monitor the use of, or the nature of Account Transactions performed on, the CitiCard, the Bank may, at its sole discretion but without any obligation, liability or responsibility in this regard, decide not to carry out any such instructions where the Bank has reason to believe that the instructions are not genuine or are such as to raise a doubt or are otherwise improper and cannot be put into effect for any reasons whatsoever;
- f) The Bank may, at its sole discretion, video tape or record on camera the Holder's access/presence/use of the Bank's facilities at premises/machines/equipment of the Bank and/or any shared network and the Holder and the Customer understands and accepts that the Bank may rely on footage of such clipping as evidence in any proceedings;
- g) Account Transactions initiated by the Holder will be completed

only if the funds are clear and sufficient to meet the transaction amount in full including any applicable charges/fees, etc. The amount of each completed transaction will be immediately debited from the Account;

- h) If any instruction given by the Holder or the Customer is capable of being executed by the Bank in more ways than one, the Bank may execute such instruction in any one of such ways, at its sole discretion;
- i) The Bank shall not be liable for any failure to provide the facility of CitiCard for any reason whatsoever including, but not limited to, on account of any electronic or other systems or systems-related failure, disruption, force majeure or other circumstances outside the control of the Bank;
- j) The Holder shall ensure that all Account Transactions initiated by the CitiCard are properly terminated so as not to allow any other person to transact on the Account;
- k) The Holder(s) and the Customer shall be, jointly and severally, responsible to intimate the Bank, in the manner prescribed in the terms and conditions, if the CitiCard and/or the ATM Code has/have been or is/are likely to be fraudulently used, or misused.

The Customer specifically agrees, acknowledges and understands that any offers (schemes, gifts, discounts, etc.) of any nature whatsoever, made by any Merchant Establishment and availed/accepted by the Customer/Holder through use of a valid CitiCard, are made solely by the Merchant Establishment without any liability, warranty or representation of the Bank and the terms, conditions and rules laid down by the Merchant Establishment in that regard shall be applicable and binding on the Customer/Holder. The offers, as aforesaid shall be applicable to the valid CitiCard(s) issued in India only. The Bank shall not be held liable or responsible in respect of the delivery, quality, merchantability or suitability of the offer and/or products/services under the offer and any disputes relating thereto shall be a matter between the Customer/Holder and the Merchant Establishment and the Bank shall not entertain/accept any claim or communication in that regard. The Customer further agrees and acknowledges that the Bank shall not, in any manner, be held liable or responsible for any loss, damage or injury whatsoever suffered by the Customer/Holder, directly or indirectly, by use or non-use of products/services under the offer.

Without prejudice to the foregoing, an offer may be terminated/withdrawn/amended by the Bank without any prior notice. The Bank shall not be under any obligation to continue the offer after the offer termination date as notified by the Merchant Establishment or as subsequently changed by the Bank, as the case may be. Further, the Bank reserves the right, at any time during an offer, with prior notice, to add/alter/change/modify the terms and conditions of an offer or to replace, wholly or in part, an offer with another offer, similar or otherwise.

### 13.6 Limitation on Use

The Bank reserves the right to limit the minimum and/or maximum aggregate amount of the Account Transactions per day and such limits being further subject to availability of clear funds in the Account.

The Customer acknowledges and understands that daily minimum and/or maximum transaction limits apply to all ATMs (within India and outside India) and may vary between different ATMs belonging to different shared networks.

Account Transactions may be limited to minimum and maximum amounts in any specified period and to multiples of any amounts, from time to time. The Bank shall intimate the Customer in writing at least fifteen (15) days prior to such a restriction being imposed on any CitiCard. The Bank shall not be liable or responsible for any loss or inconvenience the Customer or the Holder(s) may suffer due to lack of uniformity in these limits for transactions through different ATMs/networks.

If the customer is a minor, without prejudice to what is stated above, the Beneficiary will be permitted to make cash withdrawals and purchase goods and services on the basis of the CitiCard up to such limit as may be fixed by the Bank on my directions (which limit may be reset every month). Further, the Bank shall be entitled to refuse to authorize any intended withdrawal/purchase if the amount of such withdrawals/purchase is wholly or in part in excess of such limit, even though there may be adequate balance in the Account.

### 13.7 Reward Scheme

1. The Banking Rewards Program (hereinafter referred to as "Rewards Scheme") shall be available only to such savings account holders, as the Bank deems eligible.
2. The Bank may offer the Customer various Reward Schemes on the usage of a Citicard. Reward points will also be awarded on certain banking transactions and credited to the Citicard periodically.
3. For details of rate of accrual of reward points the customer should visit [www.citibank.com/india](http://www.citibank.com/india). The rate of accrual may be revised by Citibank at any time with prior notice of at least 1 month to the Customer and the Customer agrees to comply with and be bound by the same.
4. The Customer understands and acknowledges that specific terms and conditions will apply to any such Reward Scheme as may be determined by the Bank in its sole discretion and as may be notified to the Customer.
5. It is hereby clarified that no Reward Points shall accrue on any purchase/spends made on the Citi Card (whether used online or through physical swipes) for any payments towards financial service organizations, including but not restricted to mutual fund payments, insurance premium payments, electronic-tax payments, railway ticket purchases using IRCTC.com, donations, credit card balance payments, loan payments, stock investment, home and auto finance repayments, contributions to chit funds, etc. The Bank will have the final discretion in choosing merchants/products



where the customer may earn reward points. This list is subject to revision at the Bank's end with no prior intimation required to be provided to the customer.

6. The Customer specifically understands that reward points may be subject to any limits imposed by the Bank on each respective Citicard or any other specific criteria/terms that may be imposed in this regard from time to time. The Customer agrees to comply with and be bound by the same.
7. The Customer can view his Reward Points details in the monthly statement for bank accounts. The customer understands that a Citicard is required in order to participate in the Rewards Scheme for banking accounts.
8. The Customer shall redeem the accrued Rewards Points within a period of one month from the closure of the Account/cancellation of Citicard. All the accrued Rewards Points shall stand lapsed if not redeemed within one month of closure of Account/cancellation of Citicard.
9. The Customer understands, accepts and agrees that no accumulation or redemption of Rewards Points shall be permissible if, on the relevant date, the Customer has withdrawn or closed the Account or in the event the Account is liable to be closed or in the event the Customer is a defaulter on the Account or of any breach of the terms and conditions governing the operation and/or usage of the Account.
10. The Customer further acknowledges and agrees that, in the event the total numbers of Rewards Points earned by the Customer on the Citicard are less than the threshold limit applicable for the specific Citicard and as communicated to the Customer from time to time the points cannot be redeemed. The Customer may visit [www.citibank.com/india](http://www.citibank.com/india) for details on the applicable threshold limit on specific Citicard. The Rewards Points shall be nullified at the end of the membership year. In the event, the Rewards Points earned are greater than the specified threshold limit; the Rewards Points shall be carried forward for only one additional membership year. In the event the Rewards Points are not redeemed in the next membership year, the Rewards Points shall be nullified. On redemption, the Rewards Points redeemed shall automatically be deleted from the accumulated Rewards Points in the Account.
11. The Customer hereby understands that he/she shall be required to initiate redemption of the Reward Points through any of the channels provided for making redemption of the Rewards Points for that membership year.

For details on the channels provided for redemption of rewards points, the Customer must visit [www.citibank.com/india](http://www.citibank.com/india) or call our Citiphone helpline.

12. The Rewards Points accrued under the Rewards Scheme are redeemable against cash credit to the linked account.

13. The Customer hereby acknowledges and agrees that computation of the Rewards Points by the Bank shall be final, conclusive and binding on the Customer. Further, the Customer shall not raise any claims or disputes against the computation of Rewards Points except in case of manifest error as determined by the Bank, and Citibank's decisions regarding the same shall be final and binding on the Customer.
14. The Bank accepts no liability in respect of any income or other tax liability arising from the redemption of Rewards Points under this Rewards Scheme.
15. The Customer hereby agrees that the Rewards Points accrued under the Rewards Scheme cannot, be transferred to another person or combined with any other Rewards Points accrued under any other Citibank ATM/Citicard or Citibank Credit Cards or linked Citibank savings account.
16. The Rewards Scheme is entirely complimentary and it is understood that all transactions on the basis of which the Rewards Points are assigned to the Customer are voluntarily incurred by a Customer in the normal course of Account usage and the Rewards Scheme is being offered to the Customer at no cost or detriment to the Customer. Further, nothing contained herein shall prejudice or affect the terms and conditions governing the operation and use of the Account or Citicard. The terms of the Rewards Scheme shall be in addition to and not in derogation of the terms and conditions governing the operation and use of the Account and Citicard.
17. The Bank expressly reserves the right, at any time and with previous notice to the Customer, to add/or alter, modify, change or vary all or any one of these terms and conditions or to replace wholly or in part this program by another program or withdraw it altogether. The Bank reserves the right to withdraw the Rewards Scheme at any time with prior notice to the Customer. In the event of any such Rewards Scheme being offered to a Customer, the Customer hereby agrees to comply with and be bound by the applicable terms and conditions of the same.

### **13.8 Verification of Deposits**

The amount of cash / or other instrument deposited by the Holder through a depository / ATM for credit to the Account, shall be verified by two authorized representatives of the Bank. The Customer understands and agrees that the amount ascertained on verification by the authorized representatives shall be deemed to be the correct amount deposited by the Holder, irrespective of the amount mentioned on the receipt generated by the depository at the time of making the deposit.

### **13.9 Processing and Conversion Fee or Charges**

Use of the CitiCard at any Device may entail a service charge and/or transaction fee and or processing and/or conversion fee and an annual fee being levied on the Account. Any charges/fees/conversions charges levied for transactions on the CitiCard shall

be debited to the Account and the Customer shall be solely liable for payment of the same. The Bank shall intimate the Customer in writing at least one month's prior to effecting any change in such charges/fees/conversion charges.

### **13.10 Balance and Account-related Information**

The amount of available funds in the Account and a summary of recent Account Transactions can be ascertained through ATM receipts by utilizing the CitiCard. The Customer confirms that the Customer shall check such record of balance and Account transactions on a periodic basis.

All records maintained by the Bank in electronic or documentary form shall, as against the Customer and each of the Holders, be deemed to be correct, conclusive and binding.

### **13.11 Errors and Questions**

The Customer shall write to the Bank, if the Customer or any Holder thinks that there has been an Account Transaction error involving their CitiCard or if the Customer requires more information about an Account Transaction as shown on a Statement or receipt, within a period of fourteen (14) days from receipt of the Statement where such Account Transaction appears.

The Customer will provide sufficient details along with such written notice to enable the Bank to investigate. The notice shall include the following:

- (i) name of the relevant Holder, his address, CitiCard serial number, the Account details and, if applicable, the name and registered office address of the Customer;
- (ii) a description of the error and why the Customer believes it is an error or why the Customer needs more information;
- (iii) the exact amount of the suspected error;
- (iv) a copy of the Account Transaction receipt/record, and
- (v) any other information requested by the Bank.

The Customer and/or the relevant Holder shall comply with any request by the Bank for further information (including, but not limited to, providing an affidavit / declaration if so required).

Where any dispute/inquiry is not settled to the satisfaction of the Customer, the Bank will advise the Customer in writing of the procedures for the investigation and resolution of the dispute and the Customer and the relevant Holder agree to abide by and act in accordance with such advise.

### **13.12 Maintenance**

While advance notice of maintenance work likely to affect the usage of the CitiCard may be given on a best-efforts basis, the Bank reserves the right to suspend access to any Device or the provision of all or any of the services relating to the CitiCard, at

any time, if the Bank deems it necessary to do so.

### **13.13 Charges and Fees**

The Bank reserves the right at any time, with notice, to charge the Customer for the issue or reissue of a CitiCard and/or any fees and charges for Account Transactions. Details of fees and charges prevailing from time to time may be obtained from the Bank. Any such fees and charges will be deducted automatically from the Account.

Any government charges, duty or debits or tax payable as a result of the use of the CitiCard shall be the responsibility and absolute liability of the Customer. The Customer hereby authorizes the Bank to debit such charge, duty or tax against the Account if the same is imposed upon the Bank (either directly or indirectly).

The Customer hereby agrees to reimburse/compensate the Bank and authorizes the Bank to deduct from the Account, any and all expenses the Bank may incur in collecting money owed in connection with the CitiCard (including, without limitation, legal expenses and attorneys fees).

### **13.14 Surrender/Replacement of CitiCard**

The CitiCard issued to the Holder(s) shall remain the property of the Bank and will be surrendered to the Bank on request. The Holder(s) confirm that they will at all times exercise due care in the use and custody of the CitiCard including such that it is not damaged so as to be rejected by any Device and in the event of any damage due to any reason whatsoever including, but not limited to, improper or fraudulent use, the Customer shall be liable to the Bank.

The Bank reserves the right to cancel, suspend or withdraw the CitiCard facility partially or in totality at any time, should the circumstances so warrant, in the view of the Bank. The Holder(s) and the Customer confirm that they shall be jointly and severally liable to the Bank to return the CitiCard for cancellation in the event the services are no longer required by the Holder and/or the Customer or if the services are withdrawn by the Bank for any reason whatsoever. Use of the CitiCard after receipt by the Holder or the Customer of notice of withdrawal or cancellation of that CitiCard or the facility of CitiCard is unauthorized and the Bank reserves the right to take such action as may be appropriate.

The Bank may, in its sole discretion, at the request of the Customer, issue a replacement CitiCard with a new ATM Code for any lost or stolen CitiCard or a new or same ATM Code on such terms and conditions as the Bank may deem fit. In any event, unless otherwise specified by the Bank in writing, any replacement CitiCard and ATM Code issued by the Bank shall be governed by these terms and conditions.

### **13.15 Variation of the Terms and Conditions**

The Bank reserves the right, in its sole discretion, to vary the terms and conditions, from time to time, under intimation to the Holder or the Customer. The Bank may effect changes to these

terms and conditions, including, but not limited to, imposition or increase in charges relating to the use of the CitiCard and ATM Code, with intimation to the Customer.

The Bank may also effect change, if such change is necessary to maintain or restore the security of the electronic system or equipment used for CitiCard transactions. The Customer and/or the Holder will be notified within 30 days if such a change is made, unless disclosure would jeopardize the security of the electronic system or equipment.

### **13.16 Notification of Information and Changes**

Notification of these and any other changes may be given by the Bank by delivering it either to the Customer or the Holder personally or by posting it by ordinary mail to the address of the Customer or the Holder recorded with the Bank.

The Bank may also give notice of the variation of the terms and conditions by any of the alternative modes of communication i.e., by (i) publishing on its website [www.citibank.co.in](http://www.citibank.co.in) (ii) displaying a notice on or within the immediate vicinity of the site of an ATM/branch or (iii) a press advertisement or (iv) by a message in the periodic Statement of Account provided to the Customer and/or the Holder, which the customer acknowledges to constitute sufficient notice to the customer.

The Customer shall notify the Bank, within two weeks of any change in his/its address along with declaration confirming that self attested address proof will be submitted within a period six (6) months from the date of such change of address. Customer shall be responsible to protect and keep harmless the Bank from all acts performed by the Bank in the event the Bank has not received such aforesaid notification and/or self attested address proof.

### **13.17 Disclosure of Information**

The Customer and the Holder understand and agree that the use of the CitiCard at any Device shall constitute the express consent of the Holder(s) and the Customer to the identification, collection, storage, communication and processing of Account and transaction information by any means necessary for the Bank to maintain appropriate transaction and account records;

The Holder and the Customer agree to provide the Bank, such information that the Bank may require from the Holder and/or the Customer by law or regulation or otherwise.

The Holder(s) and the Customer hereby expressly authorize the Bank to disclose at any time and for any purpose, any information whatsoever relating to particulars of the Customer or the Holder(s) or the Account or the Account Transactions.

### **13.18 Ability to Refuse Payment**

If the Bank receives any process, summons, orders, execution, distraint, levy, lien, decree, information or notice regarding liability / purported liability of the Customer to any person whatsoever, which the Bank, in good faith, believes to be valid

and true, the Bank may decline to allow the Holder to obtain any portion of the monies in the Account or may pay such monies over to an appropriate authority and take any other steps required by applicable law. The Bank reserves the right to deduct from the Account a reasonable service charge and any expenses the Bank may incur, including, without limitation, legal fees due to legal actions involving the CitiCard.

All monetary liabilities and obligations with respect to the Account are payable solely at the branch at which the Account was opened and are subject to all applicable laws (including, without limitation, any governmental acts, orders, decrees and regulations including fiscal and exchange control regulations). The Bank shall not be liable for non-availability of funds credited to the Account including due to restrictions on convertibility or transferability of the funds credited to the Account, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond the Bank's control.

### **13.19 Appointment of Persons and Information Dissemination**

For the better and more effectual doing and performing of actions related to the CitiCard, the Customer and each Holder understand, accept and authorize the Bank to appoint, from time to time or generally such other persons, bodies, companies, organizations, agencies or third parties that the Bank may, in its sole discretion, deem fit, as its substitute(s) to do, execute and perform all or such acts or things as aforesaid and, accordingly, at pleasure to remove and to appoint other substitute(s) in its/their place. The Bank will treat information relating to Account Transaction(s) and/or the Customer and/or any of the Holders and/or the CitiCard as confidential but, unless consent is prohibited by law, the Customer and each Holder authorize the Bank to transfer, disclose, transmit such information to and between the branches, representative offices, affiliates, subsidiaries, agents, third parties and/or service providers of the Bank and third parties selected by any of them, wherever situated, for confidential use. The Customer and each Holder understand, accept and authorize the Bank and each of the parties referred to above to store at various locations any and all such information. The Customer and each of the Holders further authorize the Bank and each of the parties referred to above to contact and disclose any such information to any person (including without limitation family members/employer of the Customer and/or other third parties) if required by any law, court, tribunal, regulator or legal process including, but not limited to, any statutory / judicial / quasi-judicial authority and / or for the purposes of undertaking any of its obligations or exercising any of its rights under the terms and conditions (including, without limitation, to collect outstandings under the Account/Card or to obtain such documents as may be required by the Bank) and any other applicable terms and conditions.

### **13.20 Customer Undertaking**

In consideration of the Bank agreeing to provide to the Holder(s) and the Customer the facility of CitiCard, the Customer hereby

irrevocably agrees, to compensate/reimburse the Bank against any losses, claims or costs and to save and keep harmless and free at all times the Bank, against any and all harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses, including, without limitation, any costs between attorney and client, , suffered or incurred by the Bank on Account of any claims, actions, suits or otherwise instituted by all or any of the Holder(s) or the Customer, or any third-party whatsoever, arising out of or in connection with the use of the CitiCard and any and all transactions initiated by the use of the CitiCard, whether with or without the knowledge of all or any one of the Holders or the Customer, or whether the same have been initiated bonafide or otherwise which transactions, the Customer hereby acknowledges, that the Bank has processed on the instructions and authority of the Customer in accordance with these Terms and Conditions and other applicable terms and conditions. The Customer further agrees and confirms that this undertaking shall remain valid and subsisting and binding upon the Customer notwithstanding withdrawal of the facility of the CitiCard or closure, for any reason whatsoever, of the Account or suspension or cancellation of any or all CitiCards.

### **13.21 International Usage of CitiCard**

CitiCard is enabled for international usage.

The bank at any point of time may, at its sole discretion, discontinue International usage of the card linked to this account with prior intimation. That they shall use the CitiCard for foreign currency withdrawals and transactions only for private visit abroad under the provisions of FEMA, 1999 or such amended scheme of the RBI as may be made applicable from time to time, and not for any other reasons and hereby agree and confirm that usage outside India would be subject to regulatory and legal restrictions and exchange control laws and limitations as may be applicable from time to time in both the country where the transaction is performed as also in India. The Customer understands and acknowledges that any and all other limits and/or restrictions imposed on the Account, the Facilities and CitiCard shall apply in addition to and not in derogation of the limit imposed for foreign currency withdrawals and transactions towards private visit abroad.

The Customer and each Holder understand and acknowledge that all withdrawals and transactions made with the CitiCard outside India constitute a payment at Citibank, N.A., India, and a remittance to the country where the withdrawals/transaction is effected. Cash withdrawn at an ATM outside India with the CitiCard, shall be in a currency permitted at the institution which owns the ATM at which the withdrawals are made. The equivalent in the currency in which the account is held, along with processing charges, conversion charges, fees, if any, for such transactions shall be debited from the Account. Cash withdrawals at an ATM outside India shall also be subject to any exchange control regulations, or limitations in effect in the country in which the ATM is located.

The Customer and each Holder hereby undertakes to strictly

adhere to the provisions of the Foreign Exchange Management Act, 1999, including any amendments/modifications thereof in terms of utilization of any prescribed BTQ limit across traveler's cheques, cash and/or any other means. The Holder will not utilise the CitiCard for any cash withdrawal or for making payment towards foreign currency transactions in Nepal or Bhutan in any currency (including the local currency of those countries) other than Indian Rupees. The Customer is required to consult his authorized dealer to ascertain any foreign exchange limits that may be applicable.

The issue and use of CitiCard will be subject to RBI's regulations in force from time to time. The Customer and the Holder(s) are aware that non-compliance with foreign exchange regulations will make the Holder and/or the Customer liable for penal action under Foreign Exchange Management Act, 1999 and debar the Holder / Customer from using the Basic Travel Quota facility on the CitiCard from the subsequent year.

The Holder and the Customer shall compensate/reimburse and hold harmless the Bank from any and all consequences arising from non-compliance of the Exchange Control Regulations of the RBI. Non-resident Indians will be eligible to international use of CitiCard issued in India.

In case a CitiCard is cancelled, whether on account or non-compliance with Exchange Control Regulations or otherwise, the Bank will not be responsible for any attempted usage of the CitiCard, whether in India or abroad.

The Holder(s) and the Customer recognize that foreign currency withdrawal will attract a service fee. Such service fee shall be subject to revision at the sole discretion of the Bank. This amount will be deducted from the BTQ limit for the relevant calendar year and will be debited from the Account.

### 13.22 **Purchase Transaction Settlement Process**

All holders(s) and the customer agree that in case of any POS (explained in 13.1) or online transactions on the card, the amount would be earmarked and not deducted from the account. However, the use of the earmarked limit would be restricted subject to the merchant settling it with the bank.

The customer hereby acknowledges and understands that the posting of the transaction on the account shall be basis the settlement file but with the value as on the transaction date.

Should the Customer choose to disagree with a charge indicated in his Statement, the same should be communicated so as to reach Citibank within 45 (Forty-five) 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 Customer. On receipt by Citibank of any such communication from a Customer, Citibank may, at its sole discretion, reverse the charges on a temporary basis. If on completion of subsequent investigation, the liability of such disputed charges is to the Customer's Account, the charge will be reinstated in a subsequent Statement and a fee will be billed per reinstated charge. The



holder and the customer agree to the fact that the chargeback in the case of customer disputes will be done on best effort basis post reconciliation. The chargeback can be claimed only post settlement of the transaction by the acquiring merchant. 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.

It is clarified that charges incurred, in case of some Merchant Partners, may include a charge for the availability of the facility (e.g. petrol transaction charge, railway booking or cancellation surcharge, etc.). Citibank may render Statements at the address indicated on the Statement or email address as registered with the Bank and the charges therein are payable by the Card member to Citibank. The Card member must collect the charge-slip at the time of signing the charge-slip. Card members acknowledge and understand that the copies of charge-slip will not be provided normally by Citibank. However, at its discretion, Citibank may provide at the Card member's request copies to the Card member, subject to additional charges.

In case of transactions in foreign currency, all transactions will be billed in the Statement in Indian Rupees only. The Customer hereby agrees and authorizes the association, namely MASTERCARD, to convert charges incurred in foreign currency to the Indian Rupee equivalent thereof at the then prevailing exchange rate as on the date of transaction settlement with the card issuing bank and not the actual transaction date. The customer also agrees to indemnify bank against all losses made due to fluctuations in the exchange rates in the corresponding period. The foreign currency mark-up charge is towards facilitating international purchases on your card and covers the cost of currency conversion. Foreign currency (Non-U.S. Dollar) transactions on debit card are converted into U.S. Dollars (which is the currency denomination used by the Associations - MasterCard for settlement of international transactions) and then the U.S. Dollar amount is converted into Indian Rupees. U.S. Dollar transactions are converted directly into Indian Rupees. Association markup of Assessment fee will be at the rate as published by the Associations and will be factored into the billed amount on the card directly by the Association.

The Card member will owe and make payment to Citibank all charges incurred by the use of the Card, plus all charges provided for in the Terms and Conditions. The Card member shall become liable immediately to Citibank for payment of the amount of charges so incurred and notwithstanding that the Card member 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 charge-slips in his possession, within 45 (forty-five) days of incurring the charge or earlier if requested. If the account balance is insufficient at the time of settlement after the earmarking period, then the account will be force -debited and can go into negative balance.

Any disputes/complaints/grievances other than those stated above shall be referred to Citibank by the Card member within a period of 45 (forty-five) days from the date of happening of the event to which such dispute/complaint/grievance relates.

In case Card member wants the account to be closed with earmarking, the same will not be possible till the time the outstanding is settled by the merchant. If after a lapse of 10 working days, the amount is not settled then the earmarking will be released and the customer can close the account.

#### 14. CITIBANK INTERNATIONAL ACCOUNT

- 14.1 The Bank may, at its sole discretion, agree to provide the Citibank International Account Facility to the Customer under the RFC(D) scheme of the RBI.
- 14.2 If the Customer utilizes the Customer's BTQ limit through traveller's cheques, Citibank International Account cheques and/or cash, the Customer shall be liable to ensure that the Customer's foreign exchange usage does not exceed the Customer's BTQ limit prescribed from time to time.
- 14.3 The Customer understands that an ATM Card issued to a Customer on his Citibank International Account can only be used outside India.
- 14.4 The Customer also agrees to abide by the Foreign Exchange Management Act 1999 and RBI regulations and any other applicable laws in force from time to time in their entirety, including any modifications thereof. The Customer understands that usage of the Citibank International Account (including funds therein) is to be strictly in accordance with applicable law and all rules and regulations. In the event of any contravention/violation of the same, the Customer would be solely liable under the Foreign Exchange Management Act, 1999, and could also be debarred from operation of the Account either at the instance of the Reserve Bank of India or the Bank.
- 14.5 The Customer shall compensate/reimburse the Bank against any losses, claims or costs and shall at all times save and keep harmless and free, the Bank, against any and all harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses, including, without limitation, any costs between attorney and client, from any and all consequences from non-compliance of the Exchange Control Regulations of the Reserve Bank of India or any other applicable laws and regulations. The Customer also agrees hereby to keep the Bank compensated and saved and harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of the Customer not abiding by the Foreign Exchange Management Act, 1999 or any other applicable laws and regulations in force from time to time. The Customer agrees that the Bank may debit the Account for the service charges as applicable from time to time.
- 14.6 The Bank may, at its sole discretion, provide certain additional Facilities to a Customer who has availed of the Citibank International Account Facility. The Customer understands that specific terms and conditions will apply to such additional Facilities and agrees to abide by the same in the event he opts to avail of such additional Facilities.

## 15. VARIATION OF TERMS AND CONDITIONS

- 15.1 The Bank reserves the right to vary or amend the whole and/or any part of these Terms and Conditions from time to time with prior notice to the Customer and the Customer agrees to be bound by such amended/modified terms and conditions.
- 15.2 The Bank may also make a change without notice if the change is necessary to maintain or restore the security of any system or equipment used for any Facility. The Customer will be notified within thirty (30) days if such a change is made, unless disclosure would jeopardize the security of the system or equipment.
- 15.3 Notification of any changes may be given by the Bank by delivering it to the Customer personally or by posting it to the Customer's latest address recorded with the Bank. Proof of posting to such last notified address shall be conclusive proof of the notification at the time when it ought to be delivered in due course by post even if the notification may be returned through the post as undelivered.

The Bank may also give the Customer notice of variation of these Terms and Conditions by displaying a notice on or within the immediate vicinity of the site of an ATM/branch or by a press advertisement or by a message in the Customer's Statement. The amended Terms and Conditions shall be binding on the Customer forthwith.

## 16. SEVERABILITY

Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under law, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

## 17. CUSTOMER INFORMATION

For better and more effectually doing and performing the several matters and things as aforesaid, the Bank shall be entitled to appoint, from time to time or generally, such other persons, bodies, companies, organizations, agencies or third parties as the Bank may think fit, as its substitute(s) to do, execute and perform all or such acts or things as aforesaid and at pleasure to remove and to appoint other substitute(s) in its or their place.

The Bank will treat information relating to the Customer as confidential but (unless consent is prohibited by law) the Customer consents to the transfer and disclosure of any information relating to the Customer to and between the branches, subsidiaries, representative offices, affiliates and agents of Citibank and third parties selected by Citibank (including employers/family members of the Customer) and/or any of them, wherever situated, for confidential use (including in connection with the provision of any service, for data processing, statistical and risk analysis purpose and recovery of outstandings). Citibank and any branch, subsidiary, representative office, affiliate, agent or third-party 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 Citibank at its sole discretion.

Citibank may collect, store, use, transfer or disclose any information

including sensitive personal data, provided by me to any branches, subsidiaries, service providers, affiliates, group companies/entities, third parties whatsoever (including current employer/family members of the Customer) so far as is deemed to be necessary at the sole discretion of the Bank, or associated or affiliated corporations of the Bank wherever located or to any government or regulatory agencies or authorities in India or elsewhere or any agents or contractors or third parties which have entered into an agreement to perform any service(s) to/ for the Bank, and any other person(s) whatsoever ( ) or where the disclosure is required by law or otherwise and to whom the Bank deems fit at its sole discretion to make such disclosure including for any or all of the following purposes:

- (a) For provision, operation, processing or administration of any services provided to the client;
- (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;
- (e) For assisting other financial institutions to conduct credit checks and collect debts;
- (f) To ensure the client's ongoing credit worthiness;
- (g) For determining the amount of indebtedness owed by the client or to the client;
- (h) To design financial services or related products for the client'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 client for providing security for my obligations;
- (k) To meet the disclosure requirements of any law binding on Citibank;
- (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 their website and third-party websites;
- (n) For recognizing the client when to the client to Citibank site so that Citibank can personalize the client's experience;
- (o) For processing applications and transactions and respond to the client's requests;
- (p) For providing the client with the relevant product and service offers; or
- (q) For all other incidental and associated purposes relating to the provision of services.

Citibank's affiliates are the family of companies controlled by Citigroup Inc. Citibank may share the client's information with affiliates in several different lines of business including banking, credit cards, consumer finance, securities, and insurance.

Non-affiliated third parties are those not part of the family of companies controlled by Citigroup Inc. Citibank may disclose your information to the following types of non-affiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance; and
- Non-financial organizations, such as companies engaged in direct marketing and the selling of consumer products and services.

Any withdrawal of the client's consent in relation to usage, sharing, transfer and disclosure of personal or sensitive data / information may result in Citibank being unable to provide the Products/Facilities to me and that Citibank shall have the right not to provide or to discontinue provision of such Products/Facilities to the client.

Citibank's 'Privacy Policy' is available on [www.citibank.com/india](http://www.citibank.com/india). 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.

## 18. Mobile Banking Terms and Conditions

### 18.1 Definitions:

For the purposes of this section, the following terms shall have the following meanings:

**"Alerts"** mean the customized messages in response to the Triggers sent as SMS (as defined herein) to the Customer over his mobile phones.

**"CitiAlert"** shall mean the customised messages in response to the Triggers sent as SMS (as defined herein) to the Customer over his mobile phones.

**"CitiPhone"** shall mean the direct telephone banking services available to a Customer under the name "CitiPhone", being subject to the terms and conditions applicable to the same.

**"Citibank Account"** shall mean a savings / current account or any other account at locations approved by Citibank, held by a Customer.

**"Details"** shall mean the details of the Customer or Instructions related to the Payments made/to be made by the Customer for the Utilities/Services.

**"Information"** shall mean the information provided / to be provided to/by Bank by/to the Customer and/or the Merchant Establishments including but not limited to the information provided/to be provided by Bank to its Customer.

**"Intermediary(ies)"** shall mean any person appointed by Bank and/or any agent/third party appointed by such Intermediaries under a principal-to-principal contract to provide any service related to the Mobile Banking Facility/Payment Platform/Citalert Facility.

**“Instructions”** shall mean the instructions given to Bank directly or through Intermediaries by the Customer through SMS in relation to the Mobile Banking Facility.

**“Merchant Establishments”** shall mean establishments, wherever located, which honour the Payment Platform mode of making Payments including but not limited to stores, shops, restaurants, hotels, airline organizations, websites, mail order advertisers (whether retailers, distributors or manufacturers), mail order outlets (whether wholesalers, retailers, distributors or manufacturers) advertised as honouring the Payment Platform.

**“Mobile Banking Facility”** means any and all of the services/facilities, some/all of which may entail payment of a fee, from time to time provided / to be provided by the Bank to its Customers for giving and/or receiving instructions through Phone(s) and shall include the facility of CitiAlert, Payments or any other service/facility as may be offered by the Bank from time to time.

**“Payments”** means the payments that the Customer is required to make / desires to make for the Utilities / Services used / to be used/purchased by the Customer, which payment the Customer intends to make by using the Mobile Banking Facility by debit to the Customer’s Valid Card or Bank Account.

**“Payment Platform”** means the facility made available by Bank in association with the Intermediaries to the Customer, in accordance with these Terms and Conditions and such other terms and conditions as may be communicated from time to time, which enables the Customer to make Payments from his Bank Account or Valid Card to Merchant Establishments for purchase of Utilities/Services through SMS by using his Phone(s) under the Mobile Banking Facility.

**“Phone(s)”** shall mean phone(s) owned / in the control of the Customer which supports voice and data exchange offered by any Telephone Service Provider and having distinctive phone number(s) that have either been provided to the Bank by the Customer or is/are available with the Bank or Bank is informed of such distinctive number and the Customer has consented for use of such distinctive number for the Mobile Banking Facility.

**“Remembrance Facility”** shall mean an option provided by Bank to its Customers (in respect of certain Utilities / Services) where the Customer may permit Bank to remember certain Details, which Details shall be automatically reproduced the next time the Customer desires to make payments in respect of such Utilities/ Services.

**“SMS”** shall mean Short Messaging Service, being a service offered by Telephone Service Providers and/or any other similar method of electronic communication that may now or at anytime in the future be offered by Telephone Service Provider(s).

**“Specific Terms and Conditions”** means the specific terms and conditions, as may be either contained in the Bank Account Terms and Conditions or be communicated from time to time, applicable to the Mobile Banking Facility.

**“Telephone Service Provider(s)”** shall mean any person/

organization permitted by the Government of India or any competent authority to provide telephone services in India that support voice and data traffic.

**“Terms and Conditions”** means these terms and conditions including any amendments and any and all annexure, schedules, exhibits, appendices attached to it or incorporated by reference from time to time. These Terms and Conditions are supplemented by and in addition to the Specific Terms and Conditions, which would be required to be communicated to the Customer prior to availing of Mobile Banking Facility. In case there is a conflict or repugnancy between these Terms and Conditions and any Specific Terms and Conditions, these Terms and Conditions would prevail for all intents and purposes.

**“Triggers”** mean the customised triggers to be set or placed by the Customer with Bank with respect to specific event/ transactions relating to his Bank Account to enable the Bank to send the corresponding Alerts to the Customer.

**“Utilities / Services”** shall mean the products, utilities and services offered by Bank and/or the Merchant Establishments, from time to time, either directly or through Intermediaries, which the Customer may avail of and / or make Payment for, as the case may be, by using the Mobile Banking Facility.

**“Valid Card”** shall mean an unexpired credit card issued by Citibank, N.A., India under its credit or charge card program, which is not closed or blocked for any reason whatsoever. Delayed/missed payments, returned cheques, poor usage pattern and any action taken by Citibank, N.A., India in accordance with the terms of the issuance of the card, etc. may be the reason for invalidation of the card issued.

**“Website”** means the website with the domain name <http://www.Bank.com/india> owned and controlled by the Bank.

## 18.2 Agreement to Provide Mobile Banking Facility

On the Terms and Conditions hereinafter provided, Bank offers the Mobile Banking Facility to the Customer for obtaining and giving Information from/to Bank through Citalerts, Instructions through Phones, making Payments towards Utilities / Services or any other services as may be offered by Bank from time to time in terms of and subject to acceptance by the Customer of the Specific Terms and Conditions for Mobile Banking Facility.

## 18.3 Reliance of Information and Authority to Act

The Customer hereby confirms, declares and acknowledges that the Phone number(s) provided to Bank is/are owned / in the control of the Customer and that, unless otherwise expressly intimated to Bank in writing or through internet or CitiPhone facilities of Bank, any communication from and to the said Phone(s) is and shall be with the knowledge of and within the control of the Customer. The Customer hereby confirms and undertakes to inform the Bank forthwith upon any change in the Phone number(s), loss of the Phone(s), the Phone(s) being outside the control of the Customer and / or any other change

that may effect the provision of the Mobile Banking Facility to the Customer. The Customer shall, in all circumstances, accept full responsibility for any and all Instructions sent to Bank from the Phone(s) and hereby authorizes Bank to act on the Instructions and process any and all transactions, make Payments for Utilities / Services, debit the Customer's Bank Account/Valid Card and do any and all such things and take all such actions as may be necessary to carry out the Instructions including, but not limited to, obtaining all requisite Information and using such Remembrance Facility(ies) as may be necessary, unless the Customer has informed Bank, prior to the receipt of any such Instructions, of any change with regard to the Phone(s) and/or Phone number(s) and such change has been intimated, in writing, to the Customer as having been taken on record by Bank and the Customer shall not contest the same in any manner whatsoever.

#### **18.4 Storage and Usage of Information / Instruction**

The Customer understands and confirms that Bank may, at its sole discretion, record any and all Information/Instructions relayed from the Phone(s) to Bank directly or through Intermediaries and to the Phone(s) from Bank and/or from Intermediaries and collect and store the same along with all information in such form and manner as it deems necessary and appropriate. The Customer further confirms that the data and Information/Instruction so stored may be relied upon by Bank/Intermediaries, made known to any person who may reasonably require the same and / or produced in evidence in any proceedings or otherwise.

#### **18.5 Authority to Offer Services and Effect Changes**

The Customer hereby authorizes Bank and/or Intermediaries to send him SMS/call to/on the Phone(s) with regard to the provision of any other services/products and/or Utilities/ Services until specifically instructed otherwise by the Customer in writing from such Phone(s). The SMS may be sent by the Customer to short code mobile number 52484 for the Utilities/ Services or such other mobile number, which may be intimated to the Customer by Bank and/or its Intermediaries and/or the Merchant Establishment, as the case may be. The Customer further understands that if the Customer chooses to perform any transaction or issue any Instructions based thereon, the Customer shall be bound by the Terms and Conditions and any and all applicable Specific Terms and Conditions. The Customer acknowledges and confirms that the Customer has read / shall read as and when updated and/or posted and accepted / accept and be bound by these Terms and Conditions and the Specific Terms and Conditions confirms that the Customer shall avail of the Mobile Banking Facility in accordance with these Terms and Conditions and the Specific Terms and Conditions so stated. The Customer understands that Bank may from time to time amend / modify / substitute the Terms and Conditions and/or the Specific Terms and Conditions as may be required by it, and the Customer agrees to be unconditionally bound by the same. The Customer understands that the SMS facility provided by the cellular service providers is a chargeable facility and the Customer shall keep himself informed of the charges payable to the cellular service providers for such SMS facility.



## 18.6 General Terms and Conditions

- a) Bank shall use its best endeavors to effect Payments / carry-out Instructions received by it within such time as may be specified by Bank, however, Bank does not guarantee that the Payment / fulfillment of Instructions/availability of the Mobile Banking Facility within such specified time frames since the Mobile Banking Facility depends on various electronic technology forms used from time to time and may pass through various Intermediaries, which could cause delays and snags in receipt/transmission of any Instructions by/from Bank from/by the Customer. Accordingly, Bank 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 providing the Mobile Banking Facility.
- b) The Mobile Banking Facility shall be available in certain specific regions and to the subscribers of phones of certain specific Telephone Service Providers.
- c) The Mobile Banking Facility will be available to the Customer only if the Customer is within the cellular circles of the Telephone Service Providers or in the circles forming part of the roaming network of such Telephone Service Providers.
- d) Certain Merchant Establishments may specify the date by which Payment for Utilities/Services is to be made and, notwithstanding any Instructions given by the Customer in this regard, Bank shall remit Payment only on the date specified by the Merchant Establishments.
- e) Bank may, for any reason whatsoever, decide not to make the Payment and shall communicate through SMS such a decision to the Customer as soon as practicable. Bank shall not be held liable for any loss, damage whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
- f) In the event that the Customer makes a Payment under the Mobile Banking Facility and such Payment is rejected or returned by the Merchant Establishment for any reason whatsoever, Bank shall refund the amount of the Payment to the Customer and shall not be liable for any late charges, penalty, loss, damage, whether direct or indirect, costs, charges or expenses incurred by the Customer in this regard.
- g) Bank reserves the right to limit, the amount and frequency of Payments that a Customer may make by using the Mobile Banking Facility, with prior intimation to the Customer. Bank further reserves the right to alter/amend/modify the limits as imposed with prior intimation to the Customer.
- h) Without prejudice to the generality of the aforesaid, processing of all the Instructions is subject to the availability of free, clear and available funds / limits in the Customer's Bank Account or Valid Card. In the event of clear funds / limits not being available, Bank shall not process the Instructions and shall not make Payments. The Customer understands that Bank shall not be liable for any late charges, penalty, loss, damage, expenses, whether direct or indirect, incurred/to be incurred by the Customer in this

regard and/or the Utilities/Services not being delivered to the Customer by the Merchant Establishments on account of such non-processing of Instructions and the Customer hereby agrees not to hold Bank liable in this regard.

- i) Bank neither endorses the Utilities / Services offered by the Merchant Establishments, nor is it in any manner party to the contracts that may be executed between the Customer and the Merchant Establishments. The Merchant Establishments shall be solely responsible to the Customer to render the Utilities / Services for which Payment is to be made under these Terms and Conditions and Bank shall not be responsible/liable for any deficiency in the same including, but not limited to, deficient quality, delivery, quantity etc., and shall not be made party to any disputes between the Customer and Merchant Establishments. The Customer shall not hold Bank liable for any non-service, delayed service, faulty service rendered by the Merchant Establishments and shall not contact, communicate in any manner whatsoever, inter alia, by electronic mail, phone, post, SMS, or personal meeting with the Bank in this regard.
- j) Bank shall have the discretion to give effect to any Triggers (which decision shall be binding on the Customer). In the event Bank has reason to believe that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reason whatsoever.
- k) The Customer specifically authorizes Bank to conduct/carry out the Instructions of the Customer sent to the Bank using the Phone including any financial transactions such as availing the loan facility from Bank. The Customer understands that the Instructions of the Customer shall be carried out by Bank in accordance with the applicable terms and conditions of Loan on phone facility, without any call back to the Customer for seeking any confirmation on the Instructions of the Customer.
- l) The Customer shall ensure that Bank's charges are always duly paid to Bank and Bank shall be entitled to debit the Customer's Bank Account/Valid Card or recover its charges from the Customer in any manner it deems fit. If the Customer defaults in making payment of the charges to Bank, Bank shall be entitled (without prejudice to any other right or remedy it may have) to charge the Customer with a late payment interest at the applicable rate for delayed payment on all late payments from the date the charge was required to be paid till the actual date of payment
- m) The Customer understands and acknowledges that any and/or all the Intermediaries may require further authentication codes/devices for provision of the Mobile Banking Facility/Payment Platform and may provide the same to the Customer to be used to give Instructions and/or perform certain transactions under the Mobile Banking Facility/Payment Platform. The Customer hereby confirms and understands that the Bank is, in no way, in a position to control or regulate such authentication codes/devices and shall, consequently not, in any way be, liable or responsible for actions performed by the Customer utilizing the same. The Customer understands that the role of the Bank is limited to verification of the Bank Account number, validity of the Valid

Card, checking the availability of sufficient funds in the Bank Account of the Customer and processing the Payments.

- n) The Customer acknowledges that the Mobile Banking Facility is dependent on the infrastructure, connectivity and services provided by the Telephone Service Providers and the Intermediaries engaged by the Bank. The Customer accepts that timeliness, accuracy and readability of SMS/Cit alerts/instructions/Information shall depend on factors affecting the Telephone Service Providers and Intermediaries. Bank shall not be liable for non-delivery or delayed delivery of SMS/ Cit alerts /instructions /Information, Payments, error, loss or distortion in transmission of Information and Instructions to/from the Customer or the Merchant Establishments.
- o) Bank shall endeavour to provide the Mobile Banking Facility on a best effort basis and the Customer shall not hold Bank liable for non-availability of the Mobile Banking Facility or any part thereof or non-performance by any Telephone Service Providers or Intermediaries or any loss or damage caused to the Customer as a result of use of the Mobile Banking Facility (including relying on the Alerts/Information for the Customer's investment or business purposes) for causes which are not attributable to the Bank. Bank shall not be liable in any manner to the Customer in connection with the use of the Mobile Banking Facility.
- p) Bank shall be entitled to rely upon all electronic communications, orders or messages to Bank from the Customer whether received by e-mail, SMS, on CitiPhone or otherwise in the manner prescribed for the same from time to time by the Bank and the Bank shall not be obliged to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, orders or messages. The Customer shall in no circumstance dispute such reliance by Bank. The Customer shall be responsible for the Phone and any usage of the same, whether by a third party or any other person, shall be deemed to be a usage by the Customer. It shall be the sole responsibility of the Customer to inform the Bank in writing about any change with regard to the Phone(s) and Bank 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.
- q) Bank 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, orders or messages 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, interruptions, errors, inaccuracies or failures in the various communications and Bank specifically excludes the same to the fullest extent permitted by law even if Bank shall have been advised in advance of the possibility of such damages.
- r) Bank reserves the right, but shall not be obliged, to make changes, enhancements, and/or modifications to the Mobile Banking Facility offered by Bank from time to time.
- s) Bank reserves the right to, from time to time at its sole discretion, but with prior intimation to the Customer, charge fees for the

provision of any and / or all of the Mobile Banking Facility.

- t) The Customer undertakes to provide Bank with such information and/or render such assistance as is required by Bank for the performance of its obligations for the provision of the Mobile Banking Facility.
- u) While Bank shall endeavour to ensure that the Payments for Utilities / Services would be permitted in the various modes made available under these Terms and Conditions and the Specific Terms and Conditions, Bank may, however, restrict the payment of certain Utilities / Services in certain modes. Further, Bank may, from time to time, withdraw or add modes of Payment under these Terms and Conditions and the Specific Terms and Conditions.
- v) These Terms and Conditions shall be in addition to and not in derogation of the Specific Terms and Conditions and the terms and conditions applicable to other services offered by Bank.
- w) Bank may, in its sole discretion, accept any cancellation request by the Customer, provided that the Bank has not already made Payment. Bank will not be liable for late charges, penalty, loss, damage (whether direct or indirect), costs, charges or expenses incurred by the Customer arising out of such cancellation. The Customer shall not dispute the mode and manner in which such cancellation requests may be required by Bank and shall be bound by the same

#### **18.7 Customer Undertaking**

In consideration of Bank agreeing to provide to the Customer the Mobile Banking Facility, the Customer hereby irrevocably agrees, to compensate/reimburse the Bank against any losses, claims or costs and shall at all times save and keep harmless and free, the Bank, against any and all harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses, including, without limitation, any costs between attorney and client, , suffered or incurred by Bank on account of any claims, actions, suits or otherwise instituted by the Customer, or any third party whatsoever, arising out of or in connection with the use of the Mobile Banking Facility and any and all transactions initiated by the use of the Mobile Banking Facility, whether with or without the knowledge of the Customer, or whether the same have been initiated bona fide or otherwise which transactions, the Customer hereby acknowledges, Bank has processed on the Instructions and authority of the Customer in accordance with these Terms and Conditions and other applicable Specific Terms and Conditions, as the case may be. The Customer further agrees and confirms that this undertaking of the Customer shall remain valid and subsisting and binding upon the Customer notwithstanding withdrawal, either partially or in totality, of the Mobile Banking Facility.

#### **18.8 No Warranty**

Without prejudice to anything contained in these Terms and Conditions, Bank makes no express or implied warranty with respect to the Mobile Banking Facility provided hereunder

including, without limitation, any warranties of non-infringement of third party rights, title, marketability, satisfactory quality, fitness for a particular purpose.

#### **18.9 Limitation of Liability**

Without prejudice to any other provisions of this Agreement, Bank shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Payment Platform/Mobile Banking Facility and/or these Terms and Conditions. Notwithstanding the generality of the above, Bank expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of the Payment Platform/Mobile Banking Facility.

#### **18.10 Confidentiality and Disclosure**

To the extent not prohibited by applicable law, the Bank shall be entitled to transfer any information relating to the Customer and/or any other information given by the Customer for utilization of the Payment Platform/Mobile Banking Facility to and between its branches, subsidiaries, representative offices, affiliates, representatives, auditors and agents of Bank, Intermediaries and third parties selected by Bank, wherever situated, for confidential use in and in connection with the Payment Platform/Mobile Banking Facility. Notwithstanding anything contained above, Bank shall be entitled at any time to disclose any and all information concerning the Customer within the knowledge and possession of Bank (a) to any party in connection with the Payment Platform/Mobile Banking Facility provided by Bank and/or its Intermediaries to the Customer, including inter alia, information relating to the cause for termination of Payment Platform/Mobile Banking Facility, (b) to any other bank/association / financial institution or any other body in respect of any negative information in respect of the Customer.

#### **18.11 Termination**

Bank reserves the right to terminate the facility of Payment Platform/any or all of the Mobile Banking Facility, either partially or in totality, at any time whatsoever, without prior notice. Bank also reserve the right at any time without prior notice to add/alter/modify/change or vary all of these terms and conditions.

#### **18.12 Disclaimer**

The Customer is solely responsible for protecting his TPIN/ IPIN or Phone. Bank will not be liable for:

- any unauthorized use of the Customer's TPIN, IPIN or Phone or for any fraudulent, duplicate or erroneous instructions /Triggers given by use of the Customer's TPIN, IPIN or Phone;
- acting in good faith on any instructions /Triggers received by Bank;
- error, default, delay or inability of Bank to act on all or any of the instructions /Triggers;
- loss of any Information/Instructions /Citalerts in transmission;

- unauthorized access by any other person to any information / instructions /Triggers given by the Customer or breach of confidentiality;

Bank will not be concerned with any dispute between the Customer and the cellular service provider and makes no representation or gives no warranty with respect to the quality of the service provided by the cellular service provider or guarantee for timely delivery or accuracy of the contents of CitiAlert.

### 18.13 General

Force Majeure - Bank shall not be liable for any failure to perform any of its obligations under these Terms and Conditions or the Specific Terms and Conditions if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Bank shall promptly inform the Customer of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of Bank, including, without limitation, unavailability of any communication system, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc. Updating of General Information in Bank Systems - Customer hereby agrees and acknowledges that all information that would be provided by the Customer under or in respect of the Payment Platform/Mobile Banking Facility, including the details of the e-mail identity of the Customer, the Bank Account number and the Phone number(s) could be updated in the general systems of Bank. Hence Bank may use all such information for the provision of other services and facilities provided by Bank to the Customer from time to time. The Customer is deemed to have consented to the usage of all such information for other services of Bank also

## 19) Terms & Conditions for Corporate Ready Credit Account

### 1) TERMS APPLICABLE GENERALLY

- Available Savings Balance:** The credit balance in the Savings Account as reduced by the required Minimum Savings Balance.
- Branch:** The branch of the Bank where the Savings Account has been opened.
- Current Account:** The Current Account opened by the Bank at the Branch in the Customer's name.
- Overdraft Line:** The amount of the overdraft facility as sanctioned by the Bank and modified from time to time and where the context so requires, it shall be deemed to include Top-up of loan or any other facility/product made available by Citibank N.A. to me/us.
- Overdraft Fraction:** The amount equal to a percentage of the Overdraft Withdrawn Amount as may be determined/ revised by the Bank in its sole discretion (as on the date

on which such amount is transferred from the Savings Account to the Current Account).

- f) **Overdraft Withdrawn Amount:** The amount withdrawn from the Current Account and interest accrued thereon.
- g) **Overdraft Withdrawal Balance:** The amount in the Current Account, which is equal to the difference between the Overdraft Line and Overdraft Withdrawn Amount.
- h) **Savings Account:** The Suvidha Savings Account opened with the Bank at the Branch in the name of the Customer under the Citibank Suvidha Salary Credit Programme.
- i) **Top-up Loan Amount:** Top-up of loan means an additional or further loan requested for by the Customer, in addition to the Overdraft or any other loan or advances already made available by Citibank and repayable either on demand or in installments or any other manner as outlined herein.
- j) **Activation fee:** A fee of ₹500 will be charged upon first usage of the Ready credit facility.
- k) **Annual Renewal Fee:** 2% of the Line amount or ₹750 whichever is lower, will be levied at the end of 12 months from the date of opening of the Citibank Ready Credit account.
- l) **EMI Loan Amount:** EMI (Equated Monthly Installments) Loan Amount means the facility wherein either the Overdraft Line or any additional or further loan in addition to this Overdraft is repayable in installments or any other manner as outlined herein.

These Ready Credit Terms and Conditions ("RC Terms and Conditions") shall along with the Account Terms and Conditions be construed as the terms on which the Bank has agreed to open and operate the Current Account for the Customer and extend to the Customer, the Ready Credit facility. On all matters relating to the Ready Credit Facility, these Terms and Conditions shall prevail. In these RC Terms and Conditions, references to the words "I" and "my" refer to the person(s) who open the accounts as a primary account holder. The words "we", "us" and "our" collectively refer to the primary account holder and any other person(s) who open the accounts as joint account holders. The words "you" and "your" or "the Bank" refer to Citibank, N.A.

- m) **Work Out Plan:** Work Out Plan (WOP) means a controlled liquidation plan where the unutilized limits are frozen and balance is converted into an EMI product of 20 months tenure. The account will move to WOP under the following scenarios.
  1. No Salary credit in account in the last 45 days OR
  2. Average of last three salary credits in customer account is below the threshold value for the customer (Threshold value: INR 25 M) OR
  3. Linked LOP product moves to bucket 1 OR

4. No Principal payment in the last 30 days

Notification will be sent to customers on movement to WOP on the 35th day of no salary credit and subsequently upon the account moving to WOP post 45 days of receiving no salary credit.

2) **SAVINGS ACCOUNT**

I/We, the Customer agree that

- 2.1) my monthly remuneration/salary/compensation("Salary") from my employer will be received by the Bank and shall be credited to my/our Savings Account opened with the Bank, either in my single name or jointly with another person.
- 2.2) I/We shall at all times maintain the required Minimum Savings Balance in the Savings Account.
- 2.3) I/We shall inform the Bank in writing immediately on my ceasing, for any reason whatsoever, to be in my current employment. In the event of any such cessation of my employment, the Bank may, at the Bank's sole discretion, convert the Savings Account to an account under the Suvidha Non-Salary Credit Programme and/or the Bank shall be entitled to close the Savings Account and the Current Account, immediately on receipt of such notice.
- 2.4) In the event of change in employer also, I/we shall immediately notify the Bank regarding change in the employment status and authorize the Bank to change the employer details based on such information being received from me/us or my/our current employer or otherwise. I/We agree to deposit all documents as may be required by the Bank in this regard.

3) **CURRENT ACCOUNT**

- 3.1) I/We hereby request the Bank to open the Current Account, which I/we expressly recognize will be linked to the Savings Account. The Current Account will be opened in the name of the primary account holder of the Savings Account. If the Current Account is in joint names, both account holders will be jointly and severally liable. Without prejudice to the foregoing and without limiting the Bank's rights in this regard, I/we expressly agree that in the event the Current Account is a joint account, it shall be the liability of the primary accountholder to make payments of all dues/outstandings/ other amounts under the Current Account.
- 3.2) I/We acknowledge that a separate cheque book for independent operation of the Current Account may be issued by the Bank. Any such cheque issued by me will be debited to the Current Account.
- 3.3) I/We understand that my/our Citibank Suvidha ATM / debit card can be used to make direct withdrawals from the Current Account through the use of automated teller



machines ("ATMs")/ electronic data capture terminals ("EDCs") and any such withdrawal will be debited to the Current Account. I/We agree to abide by the terms and conditions governing the use of the Ready Credit ATM/ Debit Card and the ATMs/EDCs.

- 3.4) I/We shall, on opening the Current Account, become eligible for an overdraft facility in the Current Account for an amount as may be determined by the Bank in its sole discretion from time to time, which amount shall not exceed the Overdraft Line.
- 3.5) The Balance outstanding in the Current Account, i.e. the amount of the overdraft availed by me/us, will be charged interest as may be applicable to an overdraft account and in line with the rules prescribed by the Reserve Bank of India ("RBI). The Bank will be at liberty to change the applicable rate of interest as it may from time to time and as applicable in line with the regulatory requirements, as the Bank may, at its sole discretion, deem proper with prior notice to me/us.
- 3.6) I/We hereby recognize and acknowledge that the Bank reserves the right to vary or modify with prior notice to me/us the overdraft limit, interest rate, charges or fees. Such modifications or changes would apply as if they form an integral part of these RC Terms and Conditions.
- 3.7) I/We hereby understand that the Bank may, at the Bank's sole discretion, offer various additional facilities to me/us including but not limited to an enhancement/top-up facility to the overdraft facility already availed of by me/us, the facility of internet banking and mobile banking or any other type of loan repayable on demand or in installments. I/we hereby agree and understand that these RC Terms and Conditions will, to the extent not repugnant, apply to such additional facilities. I/We understand and agree to comply with any and all terms/conditions/guidelines/applicable charges that may be applicable to such additional facilities offered by the Bank.
- 3.8) I/We hereby acknowledge and undertake that on my/our request the Bank may, at its sole discretion, provide me/us an enhancement on the overdraft or any other facility/product provided under the Ready Credit Facility. I/We hereby further understand and acknowledge that the Bank shall be seeking my/our explicit and irrevocable consent for the enhancement on the Ready Credit Facility, over a recorded telephone call or by exchange of letters or any other documentation, which consent and acceptance shall be final and binding on me/us and I/We hereby undertake not to raise any disputes in this regard at any stage thereafter.
- 3.9) The aforesaid facilities mentioned in 3.7 or any of them may be granted by the Bank at the time of opening the account or at any time thereafter and shall be subject to such limits as the Bank may in its absolute discretion decide. In the event of any such facility including any loan being granted by the Bank to me/us on the basis of the monthly salary

that shall be credited into my/our account, and if any such salary is not credited within the aforesaid 45 days, the Bank shall be at liberty to move the RC account to a Work Out plan (WOP). On movement of account to WOP (Date of movement referred as WOP Date), the line will be frozen to 95% of the outstanding and the RC account will be put on No Debit Status (NDS). On every 30th day from the WOP date, the line will be reduced by 5% of the original amount outstanding and a principal due of the same amount (i.e. 5% of the amount outstanding when the account goes into WOP) will be charged. I/we will be required to pay the principal due + interest charges to stay current and appropriate the same against any amount of credit available in my/our account without any reference to me/us or my/our prior approval of and if there is any shortfall, after such adjustment, I/we hereby undertake to pay the same forthwith without any notice or demand from the Bank with interest at the then applicable rate. If a Ready credit account is converted to a Work out Plan (WOP) due to any of the reasons as already defined above, the rate of interest will also be revised to the highest ROI prevalent at the time of application for the aforesaid facility. For example, if your Ready credit outstanding amount is ₹1 lakh and there is no salary received in the account for more than 45 days, the account moves into WOP and the line amount will be reduced by 5% every month. The outstanding of ₹1 lakh will get converted into an EMI of maximum 20 installments, as in this case it will be ₹5000 as principal plus the interest amount, which has to be paid on 1st of every month.

- 3.10) In the event of myself/ourselves making any request, even though I/we might have not requested previously at the time of opening of the Account, I/we am/are now interested in requesting the Bank to provide the overdraft facility or any other facility/product by logging through my/our secured internet password or through the phone banking division then such consent shall be final, conclusive and binding on me/us. For this, I/we will log on Citibank, N.A. on-line or on the call with the phone banking division specifying the details of such product and confirming, acknowledging and accepting the terms and conditions and the same will be deemed to have been accepted by me/us without any physical form being signed by me/us under my/our manual signature/s in writing.

#### **4) ACCOUNT TRANSACTIONS**

- 4.1) All withdrawals from the Savings Account shall be debited in normal course to the Savings Account. All deposits, if any, by me/us shall be credited to the Savings Account only and not to the Current Account.
- 4.2) In case the Available Savings Balance in the Savings Account is not adequate to honor the amount of any cheque drawn by me/us on the Savings Account or a withdrawal by any other permissible mode, the Bank will be at liberty to debit the Current Account for an amount equal to the difference between the amount of

such cheque or other drawal and the Available Savings Balance and make a corresponding credit in the Savings Account to enable the cheque or other drawal to be honoured. Provided that if the Overdraft Withdrawal Balance is not adequate for the purpose, the Bank shall not be obliged to debit the Current Account in order to honour such cheque or other drawal. In case a cheque or other drawal is dishonoured, the Bank will not be liable or responsible in any manner for any consequences arising there from.

- 4.3) I/We recognize, confirm and accept that the overdraft in Current Account created pursuant to the terms of these RC Terms and Conditions shall be deemed to be an overdraft facility granted by the Bank at my request and the balance outstanding at any time in the Current Account shall be a debt due by me/us to the Bank and shall carry interest liability payable to the Bank.
- 4.4) I/We agree and understand that I/we will be charged an Activation fee at the time of first-time usage of the Ready Credit facility and an Annual Renewal Fee as applicable every year thereafter upon successful renewal of the facility as per Bank's credit norms. I/we expressly authorize the Bank to debit the amount of such applicable fees due and payable by me/us from my/our Savings Account held with the Bank.
- 4.5) I/We agree that the amount of interest to be charged on the outstanding in the Current Account shall be debited by the Bank to the Current Account in accordance with the rules prescribed by the RBI from time to time and as applicable to overdraft accounts and interest so debited shall be paid by me/us to the Bank. I/We expressly authorize the Bank to debit the amount of interest due and payable by me/us by making monthly debits to the Savings Account and to appropriate such amounts towards the interest due and payable by me/us. If the Available Savings Balance is less than such interest to be debited to the Savings Account, then so much of such interest as is in excess of the Available Savings Balance shall remain debited to the Current Account and such an event shall constitute an Event of Default as contemplated in sub-clause (a) of Clause 5.3.1 hereunder.
- 4.6) I/We hereby expressly authorize the Bank to debit any statutory / government levies as may be applicable from time to time to the Savings Account.

I/We authorize the Bank to debit an amount of 5% as on the 30th Day from the credit balance in my/our Savings Account which amount may be applied by the Bank towards the amount due in my Current Account and/or any dues of the Bank as and when they become payable from me/us to the Bank. The amount due will be computed as of the date of my Salary credit and any differential in the set-aside amount and the actual amount due will stand duly adjusted. An amount equivalent to the interest payable by me/us will be set

aside in my/our Savings Account on the 2nd of every month if not already paid. As and when there is sufficient balance in my/our Savings Account, this will be paid against the interest due, pursuant to which the set aside amount will be released. I/We agree that till such time as the dues are not paid by me/us, the setaside amount will not be available for withdrawal.

I/We shall ensure that my/our Saving Bank Account is adequately funded to avoid levy of additional charges for non-receipt of payment. Provided that, if the available Savings Balance is less than such EMI or Overdraft Fraction, the same shall constitute an Event of Default as contemplated in sub-clause (a) of Clause 5.3.1 hereunder.

- 4.7) I/We hereby authorize the Bank to debit the amount set-aside (as described hereinabove), being equal to the Overdraft Fraction to the Savings Account every month and to appropriate the same towards the dues payable by me. Provided that if there is no Overdraft Withdrawn Amount for the time being, then no such Overdraft Fraction shall be debited to the Savings Account and credited to the Current Account. Provided that, if the Available Savings Balance is less than the Overdraft Fraction, the same shall constitute an Event of Default as contemplated in sub clause (a) of Clause 5.3.1 hereunder.
- 4.8) I/We shall in such manner as may be prescribed by the Bank, from time to time, request the Bank to transfer any amount (over and above the Overdraft Fraction) to the extent of the Available Savings Balance in the Savings Account to the Current Account and the Bank may at the Bank's discretion on such a request being made, transfer the said sums from the Savings Account to the Current Account. Provided that if as a consequence, the amount transferred to the Current Account exceeds the Overdraft Withdrawn Amount, then such excess deposited in the Current Account will not carry any interest.
- 4.9) I/We further acknowledge that the Bank will also levy an annual fee of an amount equivalent to 2% of the Overdraft Line as existing on the anniversary date relating to the date on which the Ready Credit facility under these RC Terms and Conditions was made operational by the Bank. I/We agree that if the Overdraft Line is increased at any time, then the amount of the Overdraft Line as on such anniversary date shall be taken into account for computing the said annual fee. The said annual fee will also be debited to the Saving Account. I/We understand that the periodicity and quantum of this annual fee is variable at the sole discretion of the Bank with prior notice to me/us.

## 5) OVERDRAFT LINE

- 5.1) The Overdraft Line in the Current Account shall be available to me/us at the Bank's sole discretion. I/We agree and undertake not to, and warrant and represent to the Bank that I/we shall not utilize the Overdraft

Line for speculative and/or capital market use and/or investments into Citi offered wealth management and insurance products and/or business end use purpose or prohibited/ antisocial purposes and/or purchase of gold/gold bullions/gold coins/gold jewelry/gold exchange traded funds/gold mutual funds. In the event that the overdraft funds have been used for purposes as prohibited above, you shall be entitled to do all acts and things you deem necessary to comply with your policies, including but not limited to liquidating my/our holdings of Investments/Insurance at that time. I/We agree to bear all costs and expenses you incur as a result thereof.

- 5.2) The Bank may at any time by notice to me/us withdraw the Overdraft Line and close the Current Account and claim from me/us the balance outstanding in the Current Account.
- 5.3.1) Without prejudice to the generality of the provisions of Clause 5.2, the Bank may terminate the overdraft facility forthwith, on the happening of the following events ("Events of Default"):
- a) Inadequacy of Balance: I/We fail to maintain the Minimum Savings Balance or the Available Savings Balance is not adequate to cover the debit of the Overdraft Fraction or the debit of monthly interest or debit of the EMI payable on the Current Account;
  - b) Non-receipt of Salary: If for any reason whatsoever, my Salary is not credited to the Savings Account or if my Salary is not credited to the Savings Account in the accepted method but is received as cheque / cash / such other means as the Bank's system does not recognize or my employer gives notice to the Bank of it's intention not to pay my Salary;
  - c) General Default: I/We commit any breach of or omit to observe any of my/our obligations or undertakings under these RC Terms and Conditions and in respect of any such breach or omission, I/we shall have failed to take any remedial action as may be required by the Bank within 14 (fourteen) days of the Bank's notifying me/us of such default and of such required action;
  - d) Cross Default: Any default by me/us in discharging my/our liability under any other agreement between the Bank and me/us shall be deemed to be a default under these RC Terms and Conditions and vice versa and the Bank shall be entitled to exercise any or all rights under these RC Terms and Conditions. Further, any default in discharging my/our liabilities under any other agreements entered into/to be entered into with the Bank or with any of the Citigroup Companies shall be deemed to be a default under these RC Terms and Conditions and vice versa entitling the Bank to recall the Ready Credit Facility and/or all other loans/facility(s) advanced to me/the Bank. The term "Citigroup

Companies” appearing in this clause shall mean and include any branch of Citibank N.A., and any other associate company/entity of Citibank, N.A., present or future, carrying on operations/business in India.

- e) Non-payment of dues - I/We fail to repay the Ready Credit Facility, any fee, charges or costs in the manner herein contained or any other amount due hereunder remains unpaid for a period of 15 (fifteen) days from the date on which becomes due; or if a cheque/ECS in respect of any payment under these RC Terms and Conditions is not paid on the due date thereof.
- f) Negotiations with creditors: If I/we am/are unable to clear all our dues under the Ready Credit Facility granted to me/us as per these RC Terms and Conditions, as they fall due, and/or I/we commence negotiations with one or more of my/our creditors with a view to the general adjustment or rescheduling of my/our debts or if I/we make a general assignment for the benefit of my/our creditors or a composition with my/our creditors;
- g) Cessation of Employment: I resign or threaten to resign from my current employment or give notice of my intention to resign or am for any reason dismissed or suspended from my employment with my employer or receive notice of such dismissal or suspension from my employer;
- h) Act of Insolvency: I am/We are served with any legal proceedings or initiate any legal action, to declare me/us insolvent or if official assignee, administrator, trustee or receiver or similar officer is appointed as custodian/receiver of the whole or any part of my/our assets and properties;
- i) Death: On the occurrence of my death.

5.32) At any time on the happening of an Event of Default, the Bank may, forthwith, by notice to me/us, without prejudice to any other rights that the Bank may have to:

- 1) terminate the Overdraft Facility/ Ready Credit Facility and the Current Account opened by the Bank;
- 2) close my/our Savings Account and appropriate the balance lying to my/our credit towards liquidating the Overdraft Withdrawn Amount and other sums payable under by me/us to the Bank
- 3) in the event of the credit balances in the Savings Account being inadequate to enable the Bank to liquidate and set off all dues payable by me/us to the Bank under the Ready Credit Facility, I/we undertake to forthwith, and in any event within a period of seven (7) days of receipt of written demand made by the Bank, pay to the Bank the entire amount claimed by the Bank without demur.

- 4) without any prior or further notice to me/us, disclose to the Reserve Bank of India or to any other competent authority or to any third person, or credit bureau, or court of law or authority, my/our name/identity and the fact of me/us having committed an act of default with full details thereof;
  - 5) send reminders (by the Bank or through third parties appointed by the Bank) from time to time for settlement of any outstandings by post, fax, telephone, e-mail, SMS messaging.
  - 6) take/initiate all other actions (including where appropriate, criminal proceedings) available to the Bank under law and equity.
- 5.4) The Overdraft Line may be varied at the sole discretion of the Bank without notice. It is my responsibility to ascertain that the Overdraft Line is sufficient, prior to withdrawal by any means.
- 5.5) The Bank may at the Bank's sole discretion and at any time, if the Bank deems it necessary to do so, adjust, appropriate and set-off any amount available in the Savings Account against the balance outstanding in the Current Account. Without prejudice to the foregoing, the Bank may at the Bank's sole discretion and at any time, if you deem it necessary to do so, adjust, appropriate and set-off any amount available in any of my/our other accounts with the Bank against any outstandings in the Current Account.
- 5.6) a) I/We will be liable for any losses resulting from my/our own fraudulent activity and b) permit the bank to engage and share with law enforcement, my/our account information, in accordance with local regulations and laws c) The bank is at the liberty to add me/us to local and industry negative files, and check their data against such, where permissible within local laws and regulations.

## 6) Payments

Payments towards the RC Account may inter alia be made in any of the following ways By mailing of a cheque or draft to any of the mailing addresses provided on the reverse of a statement.

Online at [www.citibank.co.in](http://www.citibank.co.in).

Electronic Clearing System ("ECS"): Payments can be made through the ECS in Bangalore, Chennai, Delhi, Hyderabad, Pune, Kolkata and Ahmedabad and Mumbai.

Standing Instruction facility, where funds can be automatically transferred from my/our account to the RC Account.

I/We agree and understand that excess payment made in the RC Account is not encouraged and that I/We shall not earn any interest on any such positive balances. I/We agree and understand that the Bank may its sole discretion exercise its

right to transfer any such excess balance from the RC Account to the linked Savings Account without any notice to me/us.

**7) TAX**

A Goods and Services Tax (GST) is applicable on all fees, interest and other charges as per relevant regulations of the Government of India. I/We will be bound to pay the same. This levy of Goods and Services Tax is subject to change as notified by the Central Government from time to time. In addition, I/we understand and agree to pay all other applicable governmental / statutory taxes/ levies/dues/charges in relation to the use of the Ready Credit Facility (including without limitation applicable banking cash withdrawal tax) and hereby authorize the Bank to make requisite debits towards payment of the same from my Current Account.

**8) APPLICABILITY OF LAWS**

Without prejudice to anything contained in the Terms And Conditions, utilization of the Ready Credit Facility shall be in strict accordance with all applicable laws. I/We shall reimburse/keep the Bank protected and saved from any and all consequences arising from my/our not complying with applicable laws.

**9) PHONE BANKING**

The Bank provided me/us the facility of carrying out certain permitted transactions relating to the ready credit facility, by giving telephonic instruction which may be accepted either manually or by an automated system ("CitiPhone Banking Facility") apart from any written Standing Instructions given by me/us. I/we further understand and accept that these Terms and Conditions are in addition to any and all such specific terms and conditions as may be applicable to the CitiPhone Banking Facility (including applicable payment methods/charges). I/we understand and agree that the availment of such Facility will be deemed acceptance of the said terms and conditions and I/we agree to be unconditionally bound by the same.

I/we am/are aware that in connection with the CitiPhone Banking Facility, the Bank shall ask for my/our details as the case may be, for verification of my/our identity, after which I/we am/are entitled to information pertaining to the Ready credit facility. I/we understand and accept that the telephonic instructions given through the CitiPhone Banking Facility may also include instructions to change my/our demographic details such as residence and or office telephone number, mobile phone number, e-mail address or any other personal details as decided by the Bank from time to time.

I/we understand and acknowledge that I/we shall be able to perform transactions through any channel other than the CitiPhone Banking Facility and/or Citibank Online Internet Banking Facility. I/we hereby confirm that I/we am/are fully conversant with the procedures, as explained to me/us, which are required to be complied with and I/we further confirm that I/ we shall comply with the same.

The Bank will exercise due diligence in verifying my/our details over the phone, but I/we understand that I/we shall be solely responsible and liable for any and all losses that may be suffered/



incurred by me/us as a consequence of my/our personal details being known and hence misused by any other person.

The Bank, post seeking my/our consent shall record & store my/our voice print, to authenticate my/our identity during my/our interactions at CitiPhone in addition to existing modes of validation. In case of failure of voice based authentication, the Bank reserves the right to carry out manual authentication.

## 10) INTERNET BANKING

At my/our request, the Bank may, at its sole discretion, agree to provide Citibank Online Internet Banking Facility. I/we further understand and accept that these Terms and Conditions are in addition to any and all such specific terms and conditions as may be applicable to the Citibank Online Internet Banking Facility (including applicable payment methods/charges). I/we understand and agree that the use of such Facility will be deemed acceptance of the said terms and conditions and I/we agree to be unconditionally bound by the same.

I/we am/are aware that for the purposes of utilization of Citibank Online Internet Banking Facility, I/we would be required to use the User ID and a password as advised by the Bank and/or as subsequently changed by me/us. The Citibank Online Internet Banking Facility may cover and be applicable to the ready credit facility now existing as availed of, by me/us from the Bank.

I/we herein understand that the passwords assigned to me/us or as subsequently changed by me/us would be required to be used by me/us to transmit/give instructions and access the Citibank Online Internet Banking Facility. I/we am/are aware of the confidential nature of the password and I/we confirm that I/we shall not disclose the password to any person. I/we will promptly inform the Bank in case any password becomes known to any unauthorized person.

I/we hereby instruct the Bank to comply with any/all instructions given through the use of the Citibank Online Internet Banking Facility in conjunction with the correct password. The Bank shall be entitled to assume that any instruction given to the Bank using in accordance with the above are given/authorized by me/us and I/we agree that the Bank will not be liable for any fraudulent, duplicate or erroneous instructions given to the Bank by usage of my/our password.

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 password used to transact on the Internet. I/we acknowledge that any instruction received by the Bank shall be irrevocable. Should any instruction issued by me/us, 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. I/we shall not be discharged by transmission over the Internet of any notice, instruction or request which, as per the terms hereof or any other specific terms and conditions, require me/us to send the same in writing. I/we acknowledge and confirm that all records of instructions received from me/us maintained by the Bank, in electronic or

documentary form (including, without limitation, logs of Citibank Online Internet Banking Facility transactions and SMS/Mobile transactions), and such other details (including, but not limited to, payments made or received) shall, as against me/us, be deemed to be conclusive.

I/we shall not interfere with, alter, amend, tamper with or misuse in any manner whatsoever (the opinion of the Bank being conclusive in this respect), the Citibank Online Internet Banking Facility.

In the event of any alleged fraudulent use of the loan Account through the Internet, I/we agree that I/we shall be solely and exclusively responsible for all loss caused thereby and shall not hold the Bank liable for any loss caused thereby.

I/we expressly recognize and accept 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. I/we further authorize the Bank to disclose/exchange information relating to me/us or the products availed by me/us 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.

Notwithstanding any registration on a Do Not Disturb Registry, I/we hereby understand and agree that the Bank and all such third parties as duly authorized by the Bank shall be authorized to contact/get in touch with me/us for purposes of administering or servicing (other than marketing/sale) of any of the Bank's products/services availed of by me/us.

## **11) APPOINTMENT OF SERVICE PROVIDER/DISCLOSURE OF INFORMATION**

11.1) I/We hereby expressly recognize and accept that the Bank shall, without prejudice to the Bank right to perform such activities itself or through it's 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 RC Terms and Conditions relating to administration of the Ready Credit Facility, including the right and authority to collect and receive on behalf of the Bank from me/us any payments and other amounts due by me/us under the Ready Credit Facility and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto, including sending notices, attending my residence or office or otherwise contacting me/us (including my/our authorized signatory(ies)/representative(s), Guarantor(s)) receiving cash/cheques/drafts/mandates from me/us (including my/our authorized signatory(ies)/representative(s), Guarantor(s)) and giving valid and effectual receipts and discharge to me/us. For the purpose aforesaid, the Bank shall be entitled to disclose to a third party all necessary or relevant information pertaining to me/us and the Ready Credit Facility and I/ we hereby consent to such disclosure by the Bank.

Notwithstanding the above, in the event of the my/our committing any act of default and/or the occurrence of any Event of Default, I/We expressly accept and authorize the Bank and/or any such third party as the Bank may select to contact any third party (ies) (including my/our authorized signatory (ies), representative(s), Guarantor(s), the adult family members, secretary, accountants etc.) and disclose all necessary or relevant information pertaining to me/us and the RC Facility and I/We Borrower hereby consent to such disclosure by the the Bank (and/or any such third party as the Bank may select). I/We further expressly authorize 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 authorized signatory (ies), representative(s), Guarantor(s), adult family members, secretary, accountants etc.) towards discharge of the RC Facility.

- 11.2) Without prejudice to anything contained herein, I/ we expressly consent to the transfer and disclosure of any information relating to me/us 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 at the Bank's sole discretion.
- 11.3) I/We specifically waive the privilege of privacy, privity and defamation.

## **12) TERMS**

- 12.1) The RC Terms and Conditions will come into force from the date of establishment of the Current Account and shall continue until the Overdraft Line is withdrawn by the Bank.
- 12.2) Cancellation of the Ready Credit Facility and/or termination of the RC Terms and Conditions shall not affect my/our obligations to repay to the Bank any and all balance outstandings to the Current Account.

## **13) COMMUNICATION**

- 13.1) All notices, demands or other communications may be given by the Bank to me/us at my/our address as stated in the Savings Account application form or to my/our last known address or to any of my email addresses or mobile numbers as stated in the savings account application form or updated from time to time.
- 13.2) Any such notice, demand or communication from the Bank shall be deemed to have been duly served if given

or made through any of the modes detailed above, immediately on receipt of the transmission report by the Bank, or if given personally, on delivery thereof to my/our address, or if given by registered post, on the expiry of 72 hours after posting the same. Any communication from me/us to the Bank shall be effective upon actual receipt of such communication by the Bank in a form and manner satisfactory to the Bank. I/We shall notify the Bank, without delay of any change in my/our name, address, mobile numbers, email address or other particulars, filed with the Bank and shall completely keep the Bank saved, protected and harmless from any losses or claims as a result of any and all acts performed by the Bank under these RC Terms and Conditions in the event the Bank have not received such aforesaid notification of change of name/address/other particulars.

#### **14) UNDERTAKING**

I/We hereby agree, jointly and severally to compensate/reimburse the Bank against any losses, claims or costs which the Bank may suffer and shall save, keep harmless and protected, the Bank from time to time and at all times against any loss, damages, actions, suits, claims, proceedings, costs, charges and expenses that the Bank may incur, suffer or be put to by reason of or pursuant to the transactions under these RC Terms and Conditions, including without limitation by reason of any act or default on the part of me/us in respect of the Ready Credit Facility and/or for the recovery of the outstanding dues (including legal/attorney fee).

#### **15) STATEMENT OF ACCOUNT**

The Bank shall furnish to me/us a Statement of Account pertaining to the transactions undertaken by me/us in the Savings Account and the Current Account. I/We shall immediately, and in any event not later than seven (7) days from the date of receipt of such Statement of Account by me/us, immediately inform the Bank of any errors in the Statement of Account as received by me/us. In the event that the Bank do not receive any intimation of errors from me/us, the Bank shall be entitled to presume the correctness of the Statement of Account for all intents and purposes and accepted as such by me/us and I/we shall not be entitled to dispute the same. I/We unconditionally and irrevocably agree to be bound by the Statement of Accounts produced by the Bank and agree to accept the same as proof of the transactions, save and except bonafide errors, as pointed out by me/us and accepted as errors by the Bank without demur.

#### **16) CUSTOMER CONSENT CLAUSE**

16.1) I/We understand and agree that as a pre-condition relating to grant of the Ready Credit Facility to me/us, the Bank requires my/our consent for the disclosure by the Bank of information and data relating to me/us, of the Ready Credit Facility availed of/to be availed, by me/us, obligations assured/to be assured, by me/us in relation thereto and default, if any, committed by me/us, in discharge thereof. Accordingly, I/we hereby agree and give consent for the disclosure by the Bank of all or any

such:

- (a) information and data relating to me/us;
- (b) the information or data relating to any credit card facility availed of/to be availed by me/us; and
- (c) default if any, committed by me/us in discharge of any such obligation as the Bank may deem appropriate and necessary, to disclose and furnish to, Credit Information Companies ("CIC"), any authority or regulatory body and/or any other agency authorized in this behalf by the RBI.

16.2) I/We declare that the information and data furnished by me/us to the Bank is true and correct.

16.2) I/We also understand that:

- (a) CIC may use or, process the said information and data disclosed by the Bank in the manner as deemed fit by them; and
- (b) CIC 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.

#### **17) AMENDMENT**

The Bank shall be entitled to, at its sole discretion, alter or amend the Ready Credit (RC) Terms and Conditions. I/we hereby understand and agree that it is my/our responsibility to read and understand the terms and conditions related to the Citibank Ready Credit Product. I/ we understand that the revised/updated RC Terms and Conditions are available on the Citibank website for ready reference. I/We understand that in case there are any changes in the applicable fees and line assigned to me under these RC Terms and Conditions, the same will be intimated to be by the Bank by a message in the periodic Statement of Account provided or any other suitable mode as the Bank may deem fit.

#### **18) JURISDICTION**

These RC Terms and conditions shall be governed by the laws of India and all disputes arising out of the RC Terms and Conditions shall be subject to the exclusive jurisdiction of the Courts at the place of the branch of the Bank where the Account is held.

## **POLICY ON COLLECTION OF CHEQUES/INSTRUMENTS**

Reserve Bank of India vide its circular reference DBOD.No. Leg. BC.55/09.07.005/2004-05 dated 1st November 2004, withdrew instructions as contained in previously issued circulars pertaining to (i) Immediate credit of local/outstation cheques, (ii) Time-frame for collection of local/outstation cheques, and (iii) Interest payment for delayed collections. Instead, all scheduled commercial banks were instructed to formulate their own comprehensive and transparent policy, covering all of the aspects described above. The requirement for the policy is that it should “clearly lay down the liability of the bank by way of interest payments due to delays for non-compliance with the standards set by the banks themselves. Compensation by way of interest payment, where necessary, should be made without any claim from the customer”.

Citibank, N.A. in India (“Citibank”) has the following policy:

### **General Note**

This policy is applicable for customers who do not avail of cash management services from Citibank. Cheques/instruments deposited after the cut-off time, either at a Citibank branch or in Citibank collection boxes including at off-site Citibank ATMs, will be presented in the following clearing cycle:

Wherever applicable and available, the facility of high-value clearing (same day credit) will be extended to customers. Cheques/instruments presented in high-value clearing (with minimum value as prescribed by Reserve Bank of India from time to time) shall be credited on the same day (applicable only at locations covered by high-value/ same day clearing).

#### **a. Immediate credit for outstation cheques/instruments**

Citibank would provide for immediate credit for outstation cheques/instruments of upto Rs. 15,000/-.

Customers are required to make a specific request for the same, either to the Branch Manager or Relationship Manager or Product Manager, as the case may be. This facility would be provided subject to Citibank’s internal approvals, to customers who have maintained an account with the branch for a period of more than 1 year. Further, Citibank should be satisfied as regards the proper conduct of the account, and the customer should meet Citibank’s credit considerations (wherever applicable).

#### **b. Clearing of Local (intra-city) cheques/instruments**

1. Branches of Citibank in India are, as of the date hereof, located in the cities and towns listed in Annexure A. Branches of banks in each of these cities and towns, participate in local clearing, viz., credit or debit of the proceeds of cheques/instruments where the presenting bank and the drawee bank are in the same location. Cheques/instruments in local clearing are processed through the local clearing house which as per the clearing time-lines stipulated by that clearing house, gives effect to the clearing and settlement of cheques/instruments presented.

2.If a customer of Citibank presents a cheque on Day 0, the customer's account with the Citibank branch in that city/town would be provisionally credited in the morning on Day 1. Subsequent to receipt of information from the clearing-house with regard to returns for that clearing cycle, and requisite processing of the same by Citibank, the customer's account would be debited for any returns. For cheques/instruments not returned in clearing, clear funds would be available to the customer.

c. Time frame for collection of outstation cheques/instruments, and payment of interest for delayed collections

|       | Cheques/instruments drawn on   |                  |
|-------|--|------------------|
| (i)   | Citibank branch locations (where drawee location is a METRO location)                    | 5 business days  |
| (ii)  | Citibank branch locations (where drawee location is a STATE CAPITAL location)            | 6 business days  |
| (iii) | Citibank branch locations (where drawee location is NEITHER OF THE ABOVE TWO - "OTHERS") | 8 business days  |
| (iv)  | locations where Citibank does not have a branch  | 14 business days |

For this last category (iv), if funds, and/or the related information, have not been received by Citibank from the drawee bank so as to enable Citibank to credit the customer account with the funds within 14 business days, Citibank will inform such customers so that they may take action against and receive due compensation from the parties other than Citibank, who are responsible for the delay.

For any delay by Citibank in giving credit, beyond the respective periods of 5/6/8/14 business days, when the funds and information was received by Citibank from the drawee bank timely so as to enable Citibank to credit the customer account with the funds within the specified time-period in question, Citibank would compensate the customer at its then prevailing and applicable fixed deposit rate, for the period between the end of the applicable period of 5/6/8/14 business days, as the case may be, and the date of realization of the cheque / instrument.

In case of delay in application of funds by Citibank without due cause, in excess of 90 business days, interest will then be paid by Citibank at the rate of 2% above the then prevailing and applicable fixed deposit rate for the period from the 90th day till the day of credit within 180 business days.

On a monthly basis, the cheque/instrument realisation date would be compared with the date of its deposit and for such cheques/instruments where the period exceeds the aforementioned timelines of 5/6/8/14 business days, interest for the excess period would, in the circumstances described above, be computed and credited to the account.

d. **Cheques/instruments (including those discounted/purchased), lost in transit**

For cheques/instruments lost in transit, Citibank will inform the customer as soon as it has received information, and will

request the drawee bank to place a stop payment. Other than for cheques/instruments lost under force majeure circumstances, Citibank will not levy return charges on cheques/instruments lost in transit and reversed to the customer's account. Citibank will also not levy additional charges for the replacement cheques/instruments sent into Clearing or on Collection.

Citibank will compensate the customer, in respect of cheques/instruments lost in transit when dispatched by Citibank, in the following manner:

- (a) In case information regarding loss is conveyed to the customer beyond the time-limits stipulated for collection (5/6/8/14 business days, as the case may be), interest will be paid for the period exceeding the stipulated collection period, for the period from the end of the applicable period until the date on which information is conveyed to the customer, at the rates specified in Section 'c' above.
- (b) Additionally, Citibank will pay interest on the amount of the cheque/instrument for a further period of 15 days at its then prevailing Savings account rate to provide for likely further delay in obtaining duplicate cheque/instrument and collection thereof.
- (c) Citibank would also compensate the customer for any reasonable charges that he/she incurs in obtaining duplicate cheque/instrument, upon production of receipt of payment of those charges, in the event the cheque/instrument is to be obtained from a bank/institution who would charge a fee for issue of duplicate.

**e. Returned cheques/instruments**

For cheques/instruments returned unpaid for which Citibank has afforded immediate credit, Citibank would recover interest from the customer in conformity with the applicable interest rate directive of Reserve Bank of India, for the period Citibank remains out of funds.

If the proceeds of the cheque/instrument for which immediate credit was given, are credited to

- (a) a Savings account but not withdrawn, the amount so credited will not qualify for payment of interest if the cheque/instrument is returned unpaid.
- (b) a Savings account and withdrawn, such interest would be charged by Citibank for the period from the date of return till the reimbursement of the cheque/instrument amount to Citibank.
- (c) An overdraft/loan account, interest shall be recovered at the rate of 2% above the Citibank interest rate then applicable to the overdraft/loan, from the date of credit to the date of reversal of the entry if the cheque/instrument is returned unpaid, to the extent Citibank was out of funds.

Also on receipt of information regarding cheque dishonour or non-receipt of physical cheque from the drawee bank, Citibank will provide such information to the customer. The standard cheque dishonor charges (posted on Citibank's web-site [www.citibank.com](http://www.citibank.com)) will be applied to the customer account for returns.



f. **Cheques/instruments payable in foreign currency**

**Retail customers:**

**For currencies USD, GBP, EURO, YEN, CAD, AUD and SGD:**

Such cheques/instruments are sent through the International Cash Letter System arrangement as standard, for all customers who have maintained accounts with Citibank for more than 6 months.

The customer account is afforded provisional credit immediately upon Citibank sighting funds (within 7 business days), however the funds are placed on "Hold"(\*) status. This ensures that the customer does not lose interest on these amounts.

Clear funds are provided on the basis of the value of the cheque/instrument. Given below is the timeline to provide clear credit value, expressed in USD.

|                    |         |
|--------------------|---------|
| USD < 2500         | 28 days |
| USD 2500 to 10000  | 35 days |
| USD 10000 to 20000 | 42 days |
| USD > 20000        | 49 days |

**Other currencies:** These cheques/instruments will be sent entirely on collection basis and funds credited to customer account only on receiving credit from the drawee bank.

For any undue delay over the timelines as mentioned above in this paragraph, the customer will be compensated as per the then prevailing and applicable fixed deposit rate of Citibank for period of delay beyond the aforementioned timeline.

(\* The hold period is essential to cover Citibank from the risk of returns on foreign currency cheques.)

**Corporate customers:**

Foreign currency cheques/instruments are sent under collection to the drawee bank in the respective countries. The customer account is credited, in local currency at the then prevailing market exchange rates, on receipt of clear funds from the drawee bank.

g. **Force Majeure**

Citibank shall not be responsible in the event of any force majeure event including but not limited to floods, riots, acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, floods, storms, acts of God and similar occurrences Information about the policy

A copy of the policy is placed inter alia on Citibank's web-site and is also displayed on the notice board in the branches. A copy can also be obtained for perusal from the Branch Manager at request.

## **Annexure A**

- |               |               |             |
|---------------|---------------|-------------|
| 1. Ahmedabad  | 9. Coimbatore | 17. Mumbai  |
| 2. Aurangabad | 10. Delhi     | 18. Nasik   |
| 3. Bangalore  | 11. Faridabad | 19. Noida   |
| 4. Baroda     | 12. Gurgaon   | 20. Pune    |
| 5. Bhopal     | 13. Hyderabad | 21. Surat   |
| 6. Chandigarh | 14. Jaipur    | 22. Nanded  |
| 7. Chennai    | 15. Kolkata   | 23. Nandyal |
| 8. Cochin     | 16. Lucknow   |             |



