

CARDMEMBER AGREEMENT
TERMS AND CONDITIONS

1. Definitions

- 1.1 **'Account'** or **'Cardmember's Account'** shall, depending on the context used, mean any Account of a Cardmember with Citibank, including a Credit Card Account, Savings Account, Current Account, Fixed Deposit Account or a Loan/Overdraft Account.
- 1.2 **'Application'** shall mean an application duly signed, filled and submitted by the Cardmember to the Bank through various modes of applying, including electronic medium (Internet/e-mail), for a Credit/Charge Card.
- 1.3 **'Authorised Dealer'** will have the same definition as mentioned in the Foreign Exchange Management Act, 1999.
- 1.4 **'Citibank'** or **'Bank'** shall mean Citibank, N.A., a national banking association duly constituted, registered and in existence in accordance with the laws of the United States of America now in force and having its Head Office at 399 Park Avenue, Borough of Manhattan, City of New York, and having offices throughout India, and who is the proprietor of the Credit/Charge Card.
- 1.5.1 **'Credit/Charge Card' or 'Card' or 'International Card'** shall mean a MasterCard/Visa Card or Diners Club Card or any Co-branded or Affinity Card issued by Citibank to its Cardmembers and includes any Agency Card issued by Citibank for and on behalf of any banking or financial services entity.
- 1.6 **'International Transactions'** mean the transactions entered into by the Cardmember on his internationally valid Credit/Charge Card outside of India, Nepal and Bhutan.
- 1.7 **'Cardmember'** shall mean and include the applicant and/or authorised Cardmember and/or Additional Cardmember.
- 1.8 **'Merchant Partner'** shall mean establishments wherever located which honour a Credit/Charge Card and shall include among others, stores, shops, restaurants, hotels, airline organisations and mail order advertisers (whether retailers, distributors or manufacturers) including mail order outlets (whether wholesalers, retailers, distributors or manufacturers) advertised as honouring a Credit/Charge Card.
- 1.9 **'Month'** shall mean a calendar month.
- 1.10 **"Person"** means any individual, corporation, firm, company, institution, or other natural or legal person.
- 1.11 **'Reserve Bank of India/RBI'** means the Reserve Bank of India established under the Reserve Bank of India Act, 1934.
- 1.12 **'Statement'** will mean the statement sent by Citibank to the Cardmember at periodic intervals indicating the payments credited and the transactions debited to the Cardmember's Account.

- 1.13 **'Terms And Conditions'** shall mean the Terms And Conditions as contained herein and any amendments thereto and/or as agreed by the Cardmember vide/through the Application and/ or such Terms And Conditions as may be issued or intimated by the Bank from time to time.
- 1.14 Use of the terms 'him', 'he', 'his' or similar pronouns shall, where the context so admits mean the 'Cardmember' and the masculine gender shall, where the context admits, include the feminine gender.

2. Applications

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

3. Card Services

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

4. Consent

- 4.1 The Cardmember authorises the Bank, in addition to any other right enjoyed by the Bank, that the Bank shall be entitled, subject to applicable laws, rules, regulations, notifications, circulars and guidelines issued by the Government of India and/or the RBI and/or any other relevant statutory authority from time to time, with adequate/requisite notice to the Cardmember, to 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 Cardmember in its possession.
- 4.2 In addition to what has been stated above, the Cardmember acknowledges that, as per extant business practices, the Bank is authorised to share Cardmember information with any existing or future credit bureaus as determined by the Bank from time to time. The Cardmember further acknowledges that the Bank is entitled to and the Cardmember specifically authorises the Bank to share such information with adequate/requisite intimation to the Cardmember, and such information may pertain to positive or negative performance/default by the Cardmember.

- 4.3 The Cardmember expressly recognises and accepts that the Bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint one or more third parties as the Bank may select and to delegate to such third party all or any of its functions, rights and powers under the Cardmember Agreement relating to administration of the Credit Card including the right and authority to collect and receive on behalf of the Bank from the Cardmember any payments and other amounts due by the Cardmember under the Cardmember Agreement and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, attending the residence or office of the Cardmember or otherwise contacting the Cardmember (or any authorised signatory(ies)/representative(s) of the Cardmember), receiving cash/cheques/drafts/mandates from the Cardmember (or any authorized signatory(ies)/representative(s) of the Cardmember) and giving valid and effectual receipts and discharge to the Cardmember. For the purpose aforesaid, the Bank shall be entitled to disclose to any third parties (or any authorised signatory(ies)/representative(s) of the Cardmember) all necessary or relevant information pertaining to the Cardmember and the Credit Card and the Cardmember hereby consents to such disclosure by the Bank.

Notwithstanding the above, in the event of any default by the Cardmember, the Cardmember expressly accepts and authorises the Bank and/or any such third party as the Bank may select to contact any third party(ies) (including any authorised signatory(ies)/representative(s) of the Cardmember, adult family members, accountants, secretary, etc. of the Cardmember) and disclose all necessary or relevant information pertaining to the Cardmember and the Credit Card and the Cardmember hereby consents to such disclosure by the Bank (and/or any such third party as the Bank may select). The Cardmember further expressly authorises the Bank (and/or any such third party as the Bank may select) to receive payments or such other security as may be offered by such third parties (including any authorised signatory(ies)/representative(s) of the Cardmember, adult family members, accountants, secretary, etc. of the Cardmember) towards discharge of outstandings on the Card.

5. Service Tax

A Service Tax of 12.24% is applicable on all fees, interest and other charges as per relevant and prevailing regulations of the Government of India. The Cardmember will be bound to pay for the same. This levy of Service Tax is subject to change as notified by the Central Government from time to time.

6. Applicability of Laws

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

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

- 6.2 In the event of non-compliance by Cardmember with the Exchange Control Regulations, the Cardmember may be liable for action under the Foreign Exchange Management Act, 1999 and rules and regulations framed thereunder. The Cardmember may be debarred from holding the internationally valid Credit/Charge Card, either at the instance of the Bank or the RBI.
- 6.3 The Card cannot be used for making payment towards foreign currency transactions in Nepal and Bhutan i.e. while using the Card in Nepal and Bhutan, the currency of the transactions should be the local currency of those countries or in Indian Rupees. The Card is valid for use both in India as well as outside India but would carry the inscription "Not valid for payment in foreign exchange in Nepal and Bhutan". In case a Card is cancelled, whether on account of non-compliance with the Exchange Control Regulations or otherwise, the Bank will not be responsible for any attempted usage of the Card, whether in India or abroad, resulting in the Card being dishonoured and the concerned Merchant Partner would be entitled to 'pick-up' a cancelled Card on presentation. The Cardmember should consult his Authorised Dealer regarding his foreign exchange entitlement.
- 6.4 A resident Cardmember going abroad for employment or emigration cannot use the Card for drawing exchange and must surrender the Card to the Bank prior to going abroad.
- 6.5 The Cardmember accepts full responsibility for wrongful use in contravention of the Exchange Control Regulations and unconditionally undertakes and agrees to indemnify the Bank and keep the Bank indemnified and harmless against any loss, damage, interest, conversion or any other financial charge or any other liability whatsoever that the Bank may incur and/or suffer on account of the Cardmember committing violation of the Terms And Conditions and/or the Exchange Control Regulations and/or any other laws, rules, regulations, circulars, guidelines, notifications and instructions issued by the RBI and/or the Government of India and/or any other statutory body in respect thereof from time to time. This Clause shall survive the termination of the Terms and Conditions.

7. Purchases

- 7.1 The Cardmember can use the Credit/Charge Card to pay for charges incurred for transactions conducted by the Cardmember at the Merchant Partners and the Merchant Partner accepting MasterCard/Visa Credit Cards and Diners Club Cards, as the case may be, subject however, that Citibank and the Merchant Partners concerned reserve the right at any time to refuse without any notice to permit the use of the Credit Card at the Merchant Partner for any reason whatsoever.
- 7.2 In case of Citibank MasterCards or Visa Cards issued, the Card may be used only within the Credit Limits notified by the Bank to the Cardmember or within the Credit Limits fixed by the Bank from time to time.
- 7.3 The Credit/Charge Card may be used only for lawful, bonafide personal or official purposes and its use is neither permitted for any money laundering, anti-social or speculative activities nor to be exploited commercially in the business of the Cardmember. It is clarified that charges incurred may, in case of some Merchant Partners, include a charge for the availment of the purchase or other facility. Citibank may render Statements at the address indicated on the Statement and the charges therein are payable by the Cardmember to Citibank. The Cardmember must collect the chargeslip at the time of signing the chargeslip. Cardmembers acknowledge and understand that the copies of chargeslips will not be provided normally by Citibank. However, at its discretion, Citibank may provide at the Cardmember's request copies to the Cardmember, subject to additional charges.

- 7.4 Without prejudice to anything contained hereinafter in the Terms And Conditions, the Cardmember acknowledges and understands that in terms of relevant guidelines issued by the RBI, an International Credit Card cannot be used on the Internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for call-back services or for such other activities, items or transactions which are banned or prohibited under the law or RBI or FEMA or by any other authority or under any other laws or regulations from time to time.
- 7.5 Without prejudice to anything contained in the Terms And Conditions, the Cardmember accepts that Citibank may selectively agree to provide him with the facility of effecting mail order or telephone order purchases. The Cardmember is aware that in case of mail order or telephone order purchases, the chargeslips will not be signed by the Cardmember at the time of the purchase and accordingly all such chargeslips pertaining to such mail order or telephone order purchases shall be deemed to have been signed by the Cardmember and hence the Cardmember, accepts and confirms that in the event of any dispute regarding the authenticity or validity of such purchase or charge, for any reason whatsoever, the Cardmember will clear all Card outstandings and such dispute shall be a matter between and be settled by the Cardmember with the concerned Merchant Partner and Citibank shall not be liable, in any manner whatsoever, for the same.

8. Drafts on Card

- 8.1 Requests by the Cardmember for issue of drafts may be made (i) over the telephone by quoting a Telephone-Personal Identification Number ("**T-PIN**") or other particulars as may be stipulated, or (ii) by completing the prescribed Order Form in full. A request based on an incomplete Order Form is liable to be rejected forthwith by Citibank. All requests made over the telephone and all conversations will be tape-recorded and the recordings will be relied on, if required. All requests will be processed by Citibank and only those requests which fulfill the Bank's eligibility criteria will be given effect to. The Bank will have the sole discretion to take a decision to accept or reject a request.
- 8.2 Credit appraisal will be done for the full amount of a draft. No draft will be issued for part of the amount requested. All drafts will be issued only for amounts not exceeding the available Cash Limit (as may be determined by Citibank) and will carry an Interest Charge from the date of issuance of the draft until the date of repayment by the Cardmember. The amount of Interest Charge will be as decided by Citibank from time to time. A transaction fee as prevailing on the date of issuance of the draft will also be charged to the Cardmember's Account.
- 8.3 The draft once issued will be mailed/couriered to the Cardmember's billing address. While every effort will be made to deliver the draft within four (4) days from the time the request is received by Citibank, no assurance in this behalf is held out.
- 8.4 Citibank will not be responsible on account of non-delivery or delays in delivery or non-receipt of drafts to the Cardmember. If a draft is lost or is to be cancelled, Citibank must be informed immediately by the Cardmember. Citibank will refund the principal amount of the draft only through credit to the Cardmember's Account after receiving a duly filled indemnity (in a form acceptable to Citibank) by the Cardmember who requested for the issuance of the draft, provided the draft has not been encashed or paid. The transaction fees levied on the draft will not be refunded. For drafts to be cancelled, the original draft must be returned to Citibank. If a draft is lost/stolen or encashed fraudulently or otherwise, Citibank will not be responsible for replacement or compensation.

8.5 Without prejudice to anything contained in the Terms And Conditions, all disputes concerning this Clause 8 are subject to the exclusive jurisdiction of the competent courts at Mumbai. Citibank will be entitled to discontinue the facility contained in this Clause 8 at anytime without prior notice and without any liability to the Cardmember.

9. Emergency Cash

9.1 The Cardmember can use the Card to access cash in an emergency from Automated Teller Machines (“**ATMs**”) located at branches of Citibank and from other locations as decided periodically subject to the additional terms applicable to usage of ATMs. The Card can be used to withdraw cash from all ATMs overseas, which carry the Visa or MasterCard logos if the Cardmember holds a Visa or a MasterCard, or the Diners Club or Cirrus logo if the Cardmember holds a Diners Club Card.

9.2 The minimum and maximum amount that can be accessed in a single charge on the Card will be specified or fixed by Citibank periodically. The total amount that can be outstanding at any point in time would be governed by limits set up periodically. The Cardmember is advised to retain the record of the charge transaction generated by the ATM with him. A transaction fee would be levied on all such charges and would be billed to the Cardmember in the next Statement. A Transaction Fee of 2.5% in case of MasterCards or Visa Cards (subject to a minimum of Rs. 250 at Citibank ATMs and a minimum of US \$5 at international ATMs) and 3% in case of Diners Club Cards (subject to a minimum of Rs. 250 at Citibank ATMs and a minimum of US \$5 at international ATMs) will be levied. The transaction fee is subject to change at the discretion of Citibank from time to time with notice to the Cardmember. All Cash Advances also carry an Interest Charge from the date of withdrawal until the date of settlement by the Cardmember. The Interest Charge is currently 2.95% per Month and is subject to change at the discretion of Citibank from time to time with notice to the Cardmember.

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

- (a) The A-PIN may be subsequently communicated to the Cardmember by post and entirely at risk of the Cardmember;
- (b) The Cardmember shall not disclose the A-PIN to any person and shall take all possible care to prevent its discovery by any person;
- (c) The Cardmember shall be fully liable to Citibank for all transactions made with the A-PIN and/or the Card whether with or without the knowledge of the Cardmember, However, in case of loss or theft of the Card or disclosure of the A-PIN to any third party, the Cardmember will not be liable for unauthorised transactions done after the loss, theft or disclosure of the A-PIN to any third party has been reported to the police and a First Information Report (“**FIR**”) lodged in this regard and after a written confirmation of the loss or theft or disclosure of the A-PIN to any third party, along with a copy of the FIR, is delivered to the Bank;
- (d) The Cardmember shall not use the A-PIN after the disclosure of the same to any third party;
- (e) Citibank may at its absolute discretion issue a replacement Card with a new A-PIN for any loss or stolen Card or a new A-PIN on the existing Card (for which the existing Card must be submitted for re-encoding) on these Terms and Conditions or such other Terms And Conditions as Citibank may deem fit;

- (f) Subject to the foregoing sub-clauses, the Cardmember will not hold Citibank liable in any manner whatsoever, in case of fraudulent/unauthorised use of the A-PIN through the Card falling in the hands of any third party or through the A-PIN coming to the knowledge of any third party.

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

10. Three Corner Cards

Rounded-edge 'Three Corner' Cards may not work in some ATMs and other point of interaction devices around the world including some Citibank ATMs and point of interaction devices, and may possibly be captured and retained by TMs/machines/devices that rely on a 'four-corner test' to identify fraudulent Cards. Citibank does not guarantee acceptance of Rounded-edge 'Three Corner' Cards at all ATMs and other points of interaction and will not be responsible for such non working or capture or retention of Three Corner Cards or for any losses, liabilities or expenses arising out of the same.

11. 'Mini' Cards

'Mini' Cards may be utilised for purchase of goods/services at approved Merchant Establishments that accept Visa Cards but are not compatible with and may not be used at ATMs for withdrawal of cash or accessing Card-related information and/or for transactions that require Card imprint on chargeslips by use of manual zip-zap machines.

12. Co-branded or Affinity Cards

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

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

13. Agency Cards

The Cardmember acknowledges that the Agency Cards issued by Citibank for and on behalf of any other Banking or Financial Services Entity are included within the purview of these Terms And Conditions. The special features, charges and benefits pertaining to the specific Agency Cards are communicated in the literature and application form pertaining to the Agency Cards from time to time. Citibank reserves the right to make any changes to the features or benefits pertaining to the Agency Cards or any other Citibank/Diners Club Card, and these will be communicated to the Cardmember from time to time.

The Cardmember hereby understands and agrees that the Agency Cards are issued by Citibank by and on behalf of a Banking or Financial Services Entity pursuant to an agreement entered into between Banking or Financial Services Entity and Citibank. By virtue of this Agreement, Citibank sources, manages and services the Banking or Financial Services Entity Card product on behalf of the Banking or Financial Services Entity.

Without prejudice to anything contained in these Terms And Conditions, where a Cardmember had been issued an Agency Card, the Cardmember acknowledges and accepts that information on usage of credit facilities by the Cardmember and specific demographic details of the Cardmember may be exchanged with the Banking or Financial Services Entity, including without limitation, for analysis of Cardmember data and for the implementation of customer promotions, for revision of the features and benefits of the Agency Card program, for transfer of loyalty units, for providing features and benefits pertaining to the Agency Card program, from time to time. Such data shall be used by Citibank and the Banking or Financial Services Entity for marketing purposes within the ambit of the Agency Card program of which the Cardmember is a party.

14. Photo Card

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

The photograph shall not exhibit anything which is against the interest of the sovereignty and integrity of India, the security of the State, friendly relations with foreign States, public order, decency or morality or involves defamation or contempt of court or is likely to incite the commission of any offence or which is indecent, obscene, denigrating or is derogatory to women or is likely to deprave, corrupt or injure the public morality or morals.

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

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

15. Insurance Benefits

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

- 15.1.1 Insurance covers may vary from Card to Card. The Cardmember understands that he is required to check and understand the specific complimentary insurance cover provided to the Cardmember under the specific Citibank Card/Co-branded Card/Diners Club Card.
- 15.2 All insurance covers are for Primary Cardmembers only.
- 15.3 The complimentary insurance covers will be available only to Cardmembers who have transacted on the Card for a Purchase/Cash Advance/EMI/Payment transaction, at least once, within 89 days prior to the day of occurrence of the risk, for which the insurance claim is being made. Inactive Cards (Cards that have been inactive as aforesaid for 89 days or more) and Cards that are overdue for payment will not qualify for the complimentary insurance covers.
- 15.4 Insurance covers are not provided by the Bank. Exclusions/limitations are applicable as per policies issued by the concerned insurance company. The Cardmember specifically acknowledges that Citibank will not be liable in any manner whatsoever by virtue of any insurance cover provided, whether or not the premium for such insurance cover is paid by the Cardmember. The Cardmember acknowledges that the concerned insurance company will be solely liable, for all such insurance related claims/matters and the Cardmember shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the concerned insurance company and to the exclusion of Citibank and no communication in this regard will be entertained by Citibank. However, there could be specific exceptions to the aforesaid for certain insurance covers offered wherein Citibank may assist (but not obliged to) in informing about and collecting claim documentation and these will be communicated at the time of selling such insurance covers.
- 15.5 The Cardmember acknowledges that the insurance cover so provided will be available to the Cardmember only as per the terms of the relevant insurance policy in force, and only so long as the Cardmember is and remains a Cardmember of Citibank with his Account being maintained in good standing, and on the Card Membership being withdrawn (whether temporarily or permanently) for whatever reason, the benefit of such insurance cover shall automatically and *ipso facto* cease to be available from such date of cessation of Card Membership. Further, the Cardmember also agrees that even during the continuation of his Card Membership, Citibank may at any time (in its sole discretion and without giving any notice thereof to the Cardmember or assigning any reason thereof)

suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on Citibank to continue this benefit.

- 15.6 The insurance benefits provided are as per the Terms And Conditions of the policies effected with the concerned insurance company. The Cardmember acknowledges that Citibank reserves the right to add, change, modify or completely withdraw any or all benefits provided with notice to the Cardmember.
- 15.7 Benefits indicated in the concerned insurance policy shall be the maximum amount for which the Cardmember will be entitled in the event of any loss during the period of the respective insurance policies under which such covers are provided by the concerned insurance company.
- 15.8 The Personal Air Accident cover would be available only for air travel for a Cardmember anywhere in the world, on scheduled or commercial airlines and would not be applicable for private or chartered air travel.
- 15.9 In case of Delayed Baggage insurance, the cover provided is only for reimbursement of emergency purchases in a place other than the Cardmember's domicile.
- 15.10 The Missed Connection Flight Insurance cover applies only if the Cardmember misses the scheduled flight due to late arrival of incoming flight, provided there is no alternative onward transit within 6 hours or if the airlines do not provide accommodation facilities. This benefit reimburses expenses towards hotel accommodation and refreshment.
- 15.11 Baggage Loss insurance cover would not include money, laptops, cell phones, watches, jewellery, etc. and does not cover partial loss of baggage.
- 15.12 Household insurance excludes jewellery, computers & peripherals, cameras, mobile phones, wristwatches, etc.

16. Installment Programs

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

(A) LOAN ON PHONE FACILITY

(B) EMI FACILITY

as more properly described hereinafter.

16.2 (A) LOAN ON PHONE FACILITY

- (a) The Loan on Phone Facility may be made available to Cardmembers at the sole discretion of Citibank based on the profile, credit behavior and any such other criteria of the Cardmember and/or of the Card that Citibank may determine in its sole discretion as follows:

- (i) Upto available Cash Limit
- (ii) Upto available Credit Limit
- (iii) Above Credit Limit

- (b) Citibank shall make available the Loan on Phone Facility to the Cardmembers through mailers or telephonically.
- (c) Receipt and encashment of a disbursed draft against such a Loan on Phone Facility shall be deemed as acceptance of this Terms And Conditions and/or the Terms And Conditions governing the concerned installment loan program.
- (d) The Cardmember acknowledges that:
 - (i) the installment facility is available at the sole discretion of Citibank and only to select Cardmembers;
 - (ii) no Cardmember may claim a vested right to avail of such facility;
 - (iii) such facility will be available for such period as Citibank may decide;
 - (iv) the interest component of the EMIs will be Cardmember specific as decided by Citibank from time to time in its sole discretion;
 - (v) the amount of down-payment, the amount of transaction fees and the tenure for the payment of the EMIs and other payment particulars will be Cardmember specific as decided by Citibank in its sole discretion.
- (e) Citibank reserves the right to change the tenure and interest rate during the life of the Loan on Phone Facility with due intimation to the Cardmember.
- (f) Delay in the payment of any EMIs on their respective due dates shall attract the then applicable (i) late payment charge and (ii) interest, but the same shall be without prejudice to the Bank's right to discontinue the Loan on Phone Facility and demand immediate repayment of the entire balance outstanding. Delay in the payment of such outstanding balance shall attract the applicable Interest Charge till repayment by the Cardmember.
- (g) The Cardmember acknowledges that the interest rate applicable on the Loan on Phone Facility shall be as per the covenants of the particular installment loan offer. Non-adherence to the Terms And Conditions of the concerned offer and/or delayed repayments may attract a penal interest, which will be decided and communicated by Citibank to the Cardmember from time to time.
- (h) Once the Cardmember has opted for an installment program and for payment by EMIs, any subsequent change will attract a pre-closure charge as may be determined by Citibank and communicated to Cardmember from time to time.
- (i) The Cardmember agrees that funds from the Loan on Phone Facility will not be used for speculative or money laundering and/or anti-social purpose.

16.2 EMI Facility

- (a) As an alternate to the existing modes of effecting payment of charges incurred and without prejudice to the obligation of the Cardmember to make immediate payment on the incurring of a charge, the Cardmember may, seek to avail of the option of paying for certain purchases through Equated Monthly Installments ("**EMIs**") as will be indicated in the Statement sent to the Cardmember which shall be subject to the following special Terms And Conditions:
 - (i) Any EMI Facility granted by Citibank shall be subject to levy of a transaction fee as may from time to time be fixed by Citibank;
 - (ii) Once a Cardmember has opted for payment by EMIs, any subsequent change will attract a pre-closure charge as may from time to time be fixed by Citibank

- depending upon the nature of the purchase and will be intimated to the Cardmember from time to time;
- (iii) In case any portion of the billed and outstanding charges are not permitted to be paid in EMIs and such portion is not paid by the 'Payment Due Date', the same will bear and carry a specified Interest Charge as may be fixed by Citibank from time to time, which will be intimated to the Cardmember;
 - (iv) Delay in the payment of any EMIs on their respective due dates shall attract the then applicable Interest Charge but without prejudice to the Bank's right to discontinue the EMI Facility and demand immediate repayment of the entire balance outstanding. Delay in the payment of such outstanding balance shall attract the applicable Interest Charge till repayment by the Cardmember;
 - (v) The EMI Facility will be available for the following purchasers, viz., (a) fresh purchases at Merchant Partners; (b) purchases of drafts for payment through actual instruments or by credit to the Cardmember's Account or by cash withdrawals at ATMs; or (c) conversions of past purchases at Merchant Partners.
 - (vi) Depending on the nature of the purchase and profile of Cardmember, the Cardmember will be permitted purchases upto or above the 'available Credit Limit' or upto the 'available Cash Limit' as Citibank may determine in its absolute discretion. The expression 'available Credit Limit' and 'available Cash Limit' is the Credit Limit/Cash Limit from time to time set by Citibank for a Cardmember or notified to a Cardmember;
 - (vii) The Cardmember acknowledges that the EMI Facility is available at the sole discretion of Citibank and only to select Cardmembers and no Cardmember may claim a vested right to avail of such facility and such facility will be available (a) for such period and at such Merchant Partners as Citibank may decide; (b) the interest component of the EMIs will be Cardmember specific as decided by Citibank ; (c) the amount of down payment, the amount of transaction fee, the tenure for the payment of EMIs and other payment particulars will be Cardmember specific as Citibank may decide.

17. Billing and Payments

17.1 Billing and Statements of Account

- (a) Citibank will send the Cardmember a Statement on a monthly basis to the mailing address specified by the Cardmember to the Bank, billing him for all charges incurred by use of the Card plus all charges provided for in the Terms And Conditions. In case of charges in foreign currency, all such charges will be billed in the Statement in Indian Rupees only. The Cardmember agrees and hereby authorises the Bank to convert charges incurred in foreign currency to the Indian Rupee equivalent thereof at the then prevailing exchange rate as notified by the RBI from time to time. Charges incurred in Indian Rupees or local currencies of the Nepal/Bhutan shall be billed under the head 'Domestic Transactions', while charges incurred in all currencies other than Indian Rupees or the local currencies of Nepal/Bhutan on the Card shall be billed under a separate head 'International Transactions'. Statement copy requests for Statements beyond three (3) months would attract a charge of Rs.100/- per Statement.
- (b) A Cardmember may request to receive the Statement on e-mail if he subscribes to Citibank's Statement Online facility. Citibank will send the Statement in an electronic format each month to the e-mail ID specified by the Cardmember. A Cardmember may also view the Statement on Citibank Online at www.citibank.com/india. Citibank may permit a Cardmember to archive his Statement for 18 months from the date the Cardmember registers for the Statement Online facility.

- (c) The Cardmember understands and accepts that he may not be sent a regular Monthly Statement if there have been no transactions on the Cardmember Account, if the Cardmember Account is nil or if the Cardmember Account has a credit balance.

17.2 Payments

- (a) The Cardmember will owe and make payment to Citibank of all charges incurred by the use of the Card, plus all charges provided for in the Terms And Conditions. The Cardmember shall become liable immediately to Citibank for payment of the amount of charges so incurred and notwithstanding that the Cardmember may not have received the Statement of the charges due by him, he shall be obliged to make payment of the aforesaid, on the basis of bills and chargeslips in his possession, within 30 (thirty) days of incurring the charge or earlier if requested.
- (b) As per relevant guidelines of the RBI, for International Transactions, the Cardmember is not required to submit documentary evidence such as bills or invoices if the remittance involved is less than US\$ 500 or its equivalent, and the Authorised Dealer is satisfied about the bona fides of the remitter and the purpose of the remittance. As per the aforesaid relevant guidelines of the RBI, in case the amount on account of use of the Card overseas is greater than the Cardmember's foreign exchange entitlements, the Cardmember should provide the reimbursement claimed, and the Bank is authorised to report the matter to the Regional Office of the Exchange Control Department of the RBI giving full details. However, under no circumstances should the payment of the Credit/Charge Card bill/dues be delayed or refused on the grounds of the Cardmember having exceeded the entitlement. There will be no obligation on Citibank to make a claim or demand for payment on a Cardmember and non-payment shall render the Cardmember liable to risk of withdrawal (whether temporarily or permanently) of his Card Membership.
- (c) Returning Indians maintaining Resident Foreign Currency ("RFC") Accounts in India or Foreign Currency Accounts abroad can also use the Card provided the reimbursements are made by debit to their RFC Accounts in India or Foreign Currency Accounts held abroad.
- (d) Citibank shall render Statements on the basis of copies of chargeslips received from Merchant Partners and other debits and the Cardmember shall make payments towards the same, so as to reach Citibank on or before the 'Payment Due Date' indicated in the Statement.
- (e) Outstation cheques, i.e. cheques payable at cities other than certain specific cities (such specific cities as are decided by Citibank from time to time and available on request) will attract a processing fee. Currently, the fee in respect of processing outstation cheques is Rs. 50/- (in respect of certain locations) and Rs. 100/- (in respect of other locations) based on the location in which the cheque is drawn. The list of such locations and the amount of processing fee are both liable to change with notice.
- (f) Payments received against Card outstandings will be adjusted in the following order:
 - (i) taxes,
 - (ii) fees and other charges,
 - (iii) Interest Charges,
 - (iv) Cash Advances,
 - (v) purchases.

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

- (g) Citibank has the sole discretion to vary the interest rate from time to time based on market conditions or based on the credit behaviour on any of the Cards with Citibank.
- (h) The Cardmember shall reimburse or pay to the Bank, on demand, the amount paid or payable by it to any Governmental authority or any other regulatory agency, whether in India or abroad, on account of any interest tax or other tax, levies, charges etc. levied by such Government authority or agency on the interest or any other amount/service(s) (and/or other charges) payable to the Bank.
- (i) Payments towards the 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 the Statement. The cheque/draft should be made payable to "Citibank Card Number xxxx xxxx xxxx xxxx" or Diners Club Card No. xxxx xxxxxx xxxx " as the case may be.
 - ✍ Online: The Cardmember can also pay dues online at www.citibank.co.in.
 - ✍ Electronic Clearing System ("ECS"): Payments can be made through the ECS in Bangalore, Chennai, Delhi, Hyderabad and Mumbai.
 - ✍ In case the Cardmember has an Account, he may opt for a Standing Instruction facility, where funds can be automatically transferred from the Cardmember's Account to the Cardmember's Card.
- (j) In case of any delay in payment or otherwise, at its sole discretion, Citibank will be entitled to withdraw the credit facility provided under the Card. Further, Citibank has the right to initiate/take all actions against the Cardmember under law and equity.

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

18. Death of a Cardmember

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

19. Returned Payments

In case the cheque or any other payment instrument forwarded by the Cardmember is not honoured for any reason whatsoever or must be returned to the Cardmember because it cannot be processed, Citibank reserves the right to proceed legally, including but not limited to initiating proceedings under Sections 138 read with Section 142 of the Negotiable Instruments Act, 1881, against the Cardmember and would at its discretion levy an additional fee and/or temporarily withdraw charge facilities on the Card. Repeated instances of payment instruments not being honoured could result in cancellation of the Cardmember's Account. Currently the fee in respect of a returned instrument is Rs. 250/- per cheque and the same is liable to change with notice.

20. Charges

- 20.1 The Cardmember accepts that at its sole discretion, Citibank or its appointed representatives, may at any time, follow up with him for payment against charges earlier incurred on the Card. The Cardmember also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by Citibank for related and incidental matters, including charges for renewal/replacement of a Card, for a duplicate Statement/chargeslip, transaction fee for Cash Advance, collection charges for outstation cheques, penal fees for returned payments and like expenses, and in the event of legal action initiated, all legal expenses and decretal amount with interest.
- 20.2 The Cardmember has the benefit of the following modes of effecting payment of charges incurred:
- (a) Notwithstanding that the Cardmember shall become liable to pay immediately a charge which has been incurred with the use of the Credit/Charge Card, if there are any outstandings (whether billed or not) remaining unpaid as on a Payment Due Date then such outstandings shall bear and carry an interest charge. Currently this Interest Charge is 2.5% per month of such outstandings in the case of Citibank Platinum, Indian Army, Indian Navy, Indian Airforce and Ex-Armed Forces Cards. In case of other Citibank Cards, the charges levied will be based on usage and payment patterns and are subject to periodic review. For Diners Club Cards, the Interest Charges are 2.95% for payments overdue by thirty (30) days and 5% for payments overdue by sixty (60) days or more (subject to a minimum of Rs. 300/-). This Interest Charge is liable to change by Citibank with notice and will apply at such rates as Citibank may from time to time decide from either of the following dates:
 - (i) Where the charge is in respect of purchase of goods or services, from the date of they're being included in the records of Citibank.
 - (ii) Where the charge is in respect of withdrawal of emergency cash, from the date of such withdrawal up to the date of receipt of payment by Citibank.
 - (b) Without prejudice to the immediate liability of the Cardmember for payment of the amount of the charges incurred, the Cardmember may exercise the option to pay on or before the Payment Due Date only the Minimum Amount Due ("**MINAD**") indicated on the Statement in case of MasterCard and Visa Cards and Amount Due in case of Diners Club Cards. The MINAD shall be 5% of the Total Amount Due or such other amount as may be determined by Citibank at its discretion (subject to a minimum of Rs.100/ -). Where this option is exercised, the same shall be subject to the following special Terms And Conditions:
 - (i) All charges incurred by the use of the Card shall bear and carry an Interest Charge at the rate and in manner stated as in Clause 20.2(a) hereinabove.
 - (ii) Any portion of the MINAD remaining unpaid shall be carried forward and added on to the MINAD for the next Statement and bear and carry interest as in Clause 20.2 (a)(i) hereinabove. Unpaid MINADs will attract an Interest Charge of Rs. 350/- for billed amounts of less than or equal to Rs. 20,000/-, Rs. 450/- for billed amounts between Rs. 20,000/- & Rs. 30,000/- and Rs. 500/- for billed amounts above Rs. 30,000/- for every month the payment is overdue. This Interest Charge is liable to change with notice and will apply at such rates as Citibank may from time to time decide.

(iii) Any MINAD or portion thereof that has been paid shall cease to carry interest after the date of receipt of payment by Citibank.

(iv) Citibank may at its discretion at any time and without notice withdraw this payment option in relation to any Cardmember.

(v) If the total outstanding exceeds the Credit Limit, an additional Interest Charge will be levied on the total outstanding exceeding the Credit Limit (maximum amount during the Statement period), which is currently 2.5% of the excess amount subject to a minimum of Rs. 300/-. This Interest Charge is liable to change with notice and will apply at such rates as Citibank may from time to time decide.

(c) **Revolving Facility on Diners Club Cards:** Citibank may at its discretion and based on internal credit criteria, extend the Revolving Credit Facility to select Diners Club Members in the form of a Flexible Payment Line ("**Flexi-Payment Line**"). Members, who have so been selected, have the option of paying back only the MINAD for outstandings within the Flexi-Payment Line. In terms of the Flexi-Payment Line, Cardmembers may, instead of paying the Total Amount Due on or before the Payment Due Date choose to pay only the MINAD before the Payment Due Date. The MINAD will be

(i) the Total Amount Due; when the Total Amount Due is less than or equal to Rs. 100/-;

(ii) 5% of the Total Amount Due; when the Total Amount Due is equal to or less than the Flexi-Payment Line; or

(iii) 5% of the Flexi-Payment Line plus the entire amount above the Flexi-Payment Line. The Cardmember can choose to pay any amount higher than the MINAD. The difference between the Total Amount Due and the amount paid will be carried forward to the next stipulated Payment Due Date. Interest Charges will not be applicable when the Cardmember pays the entire Total Amount Due before the Payment Due Date. When the Cardmember chooses to pay the MINAD or any amount between the MINAD and the Total Amount Due, then the following charges will be applicable:

(i) Interest charge on the amount carried forward (difference between Total Amount Due and the amount paid) until payment of the entire amount.

(ii) Any portion of the MINAD remaining unpaid on the first stipulated Payment Due Date, pertaining to that MINAD will also be carried forward and added to the MINAD for the subsequent Statement.

(iii) In case the MINAD or any portion of this amount is unpaid before the Payment Due Date, an Interest Charge will also be levied. In case of avilment of an EMI Facility, the EMI amount in full will be included as a part of the MINAD appearing in the Cardmember's Statement.

(d) **Other Charges & Fees**

- (i) Charges and fees, as may be applicable from time to time, are payable by Cardmembers for defaults committed by him, with reference to his Cardmember Account or for specific services provided by Citibank to the Cardmember.
- (ii) The Cardmember recognises and agrees that Citibank retains the absolute right and discretion to alter such charges or fees from time to time or to introduce any new charges or fees, as it may deem appropriate, with due intimation to the Cardmember.
- (iii) **Charges:** Subject to the Terms And Conditions stated hereinabove, a schedule of the standard charges that may presently be levied by Citibank on the Cardmember is listed as herein below:

Description of Charges	Citibank Cards	Diners Club Cards	Platinum
Cash withdrawal	2.5% on advanced amount (subject to a minimum of Rs.250 and US\$5 at International ATMs)	3% on advanced amount (subject to a minimum of Rs.250 and US\$5 at International ATMs)	2.5% on advanced amount (subject to a minimum of Rs.100 at International ATMs)
Late Payment Charges (per month)	Rs.350 for billed amounts of less than or equal to Rs.10,000. Rs.500 for billed amounts between Rs.10,000 and Rs.20,000. Rs.600 for billed amounts above Rs.20,000	2.95% - payments overdue by up to 30 days (applicable from Payment Due Date & subject to a minimum of Rs.500) 5% - Payments overdue by 30 days or more (applicable from Payment Due Date & subject to a minimum of Rs.500)	Rs 175 per month
Replacement Charges	Rs.100	Rs.100	Rs.100
Statement Request	Rs.100	Rs.100	Rs.100
Outstation check processing	Rs.100 (subject to a minimum of Rs.50 depending on the place the cheque is drawn on)	Rs.100 (subject to a minimum of Rs.50 depending on the place the cheque is drawn on)	Rs.100 (subject to a minimum of Rs.50 depending on the place the cheque is drawn on)
Over Credit Limit charges	2.5% over the credit limit (subject to a minimum of Rs.500)	N.A	2.5% over the credit limit (subject to a minimum of Rs.300)
Cheque Bounce Charge	Rs.250	Rs.250	Rs.250
Petrol Transaction Charge	2.5% (subject to a minimum of Rs.10) Waived at Indian Oil outlets for transactions done on Citibank EDCs	2.5% (subject to a minimum of Rs.10)	2.5% (subject to a minimum of Rs.10) Waived at Indian Oil outlets for transactions done on Citibank EDCs
Railway Ticket Purchase or Cancellation Fee	2.5% (subject to a minimum of Rs.25)	2.5% (subject to a minimum of Rs.25)	2.5% (subject to a minimum of Rs.25)
Service Tax	12.24% (applicable on all fees, interest and other charges)	12.24% (applicable on all fees, interest and other charges)	12.24% (applicable on all fees, interest and other charges)
Foreign Currency Transaction	Mark up 3% (service taxes as applicable)	Mark up 3% (service taxes as applicable)	Mark up 3% (service taxes as applicable)

(iv) Interest Charges

(a) For Citibank Cards:

- (i) Interest Charges are calculated by the Average Daily Balance method and will apply to all balances carried forward and to fresh billing. The Interest Charges levied will be based on usage and payment patterns and are subject to periodic review. The Interest Charges will be mentioned in the Statement, in the event the Cardmember does not repay the balance in full, and on all Cash Advances taken by the Cardmember, till such time as the same is not paid back. The card interest rate is dynamic and will be based on the usage of the Card and payment patterns by the Cardmember and is subject to periodic review by Citibank.
- (ii) The monthly Interest Charges may increase upto a maximum rate of 3.5% if the Cardmember does not pay on time or exceeds his prescribed Credit Limit, or bounce a cheque/any other instrument of payment.
- (iii) Interest Charges on Cash Advances are applicable from the date of transaction until date of settlement.
- (iv) Interest Charges will be applicable if the MINAD is unpaid after the Payment Due Date.
- (v) Over the Credit Limit Charges are applicable on Total Outstanding exceeding the Credit Limit (maximum amount during Statement Period) and is subject to a minimum of Rs. 300/- on excess amount.
- (vi) To avail of credit of railway ticket cancellations, please send the original credit voucher within seventy-five (75) days from the date of cancellation.

(b) For Diners Club Cards:

- (i) Interest Charges on Cash Advances are applicable from the date of transaction until date of settlement.
- (ii) To avail of credit of railway ticket cancellations, please send the original credit voucher within seventy-five (75) days from the date of cancellation.

21. Interest -Free Grace Period

Subject to the discretion of Citibank, the interest-free credit period could range from seventeen (17) to fifty five (55) days. The Cardmember agrees that the said interest-free credit period will not be applicable in the event the Cardmember is unable to clear the previous month's balance in full or if the Cardmember has availed of cash from an ATM or availed drafts.

22. Disputes

- 22.1 Any chargeslip or other payment requisition received from a Merchant Partner by Citibank for payment shall be conclusive proof that the charge recorded on such chargeslip or other requisition was properly incurred in the amount and by the Cardmember referred to in that chargeslip or other requisition, as the case may be, by

the use of the Charge/Credit Card, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardmember. The other payment requisition referred to in this Clause shall include any and all payments pertaining to permissible expenses incurred by a Cardmember at a Merchant Partner by use of the Card which is not recorded on a chargeslip.

- 22.2 Should the Cardmember choose to disagree with a charge indicated in his Statement, the same should be communicated so as to reach Citibank within 30 (thirty) days of receipt of the Statement, failing which it would be construed that all charges and the Statement are entirely in order and accepted by the Cardmember. On receipt by Citibank of any such communication from a Cardmember, Citibank may, at its sole discretion, reverse the charges on a temporary basis. If on completion of subsequent investigation, the liability of such disputed charges is to the Cardmember's Account, the charge will be reinstated in a subsequent Statement and a fee billed of Rs. 100/- per reinstated charge.

23. Quality of Goods and Services

- 23.1 Citibank shall not be in any way be responsible for merchandise, merchandise warranty of the goods purchased or services availed of by the Cardmember from Merchant Partners including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardmember. It must be distinctly understood that the Credit Card facility under the Terms And Conditions is purely a facility to the Cardmember to purchase goods or avail of services and Citibank holds out no warranty or makes no representation about quality, delivery, performance, suitability, use or otherwise howsoever of goods and/or services availed of by the Cardmember from the Merchant Partner, and any dispute or claim must be resolved by the Cardmember with the Merchant Partner. Citibank shall not be made party to any disputes between the Cardmember and the Merchant Partner. The Cardmember shall not communicate in any manner whatsoever, *inter alia*, by electronic mail, telephone, post, or personal meeting, with Citibank in this regard and any such communication if sent to Citibank shall not be entertained by Citibank.
- 23.2 The Cardmember hereby confirms and agrees that the existence of a claim or dispute shall not relieve the Cardmember of his obligation to pay all charges and the Cardmember agrees to pay promptly such charges, notwithstanding any dispute or claim whatsoever.
- 23.3 Purchase made on the Credit Card shall remain the property of Citibank, where applicable, till such time the charges pertaining thereto are fully paid by the Cardmember to Citibank. Citibank reserves the right at any time to seize or direct a Merchant Partner or any third party to seize all or any purchases made on the Credit Card if they are or come into the possession, custody or control of Citibank, the Merchant Partner or third party, as the case may be. All liquor charges shall be subject to the laws in each state for acceptance of the Credit Card.

24. Exclusion of Liability

- 24.1.1 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardmember in respect of any loss or damage arising directly or indirectly out of (a) any defect in any goods or services supplied; (b) the refusal of any Merchant Partner to honour or accept a Card; (c) the malfunction of any computer terminal; (d) the giving of transaction instruction(s) other than by a Cardmember; (e) any statement made by any person requesting the return of the Card or any act performed by any person in conjunction thereof; (f) handing over of the Card by the Cardmember to anybody other than designated employees of the Bank at the Bank's premises; (g) the exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date

exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal; (h) the exercise by the Bank of its right to terminate any Card or the Card Account; (i) any injury to the credit character and reputation of the Cardmember alleged to have been caused by the repossession of the Card and/or, any request for its return or seizure of all or any purchases made on the Credit Card or the refusal of any service establishment/mail order establishment to honour or accept the Card; (j) any mis-statement, mis-representation, error or omission in any details disclosed by the Bank or its agents or representatives; (k) decline of a charge because of exceeding credit limits or foreign exchange entitlements as prescribed by the Exchange Control Regulations issued by the RBI from time to time, or the Bank becoming aware of the Cardmember exceeding his entitlements; (l) inability of the Cardmember to withdraw cash at any ATM; (m) malfunction of any communication or other equipments resulting in the inability of the Cardmember to avail of any facilities or to access any services and(n) any defect in any services concerned insurance company or adequacy of insurance cover.

- 24.1.2 In the event a demand or claim for settlement of outstanding dues from the Cardmember is made either by the Bank or any person acting on behalf of the Bank, the Cardmember agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardmember, in any manner and the Cardmember absolves the Bank and its employees and officers of all liabilities in this regard.

25. Additional Cards

- 25.1 With respect to other multiple accounts such as family accounts, the holder of any Additional Credit Card on the Account and the individual Cardmember authorising its issuance are jointly and severally bound by the Terms And Conditions and the Cardmember though primarily responsible, assumes joint and several liability for all charges incurred by the Additional Cardmember.
- 25.2 The facility of an Additional Card being a special facility at a concessional fee/rate, continuation of the Card Membership of the Additional Cardmember will be dependent on continuation of Card Membership of the Primary Cardmember.
- 25.3 The facility of an Additional Card will stand terminated in case of termination of Card Membership of Primary Cardmember. The liability of the Additional Cardmember for payments to the Bank is joint and several with the Primary Cardmember.

26. 'Family Pack' Additional Cards

- 26.1 On the specific request of the Cardmember having Silver and Gold Citibank Credit Cards, Citibank may issue Additional IndianOil Citibank Silver Cards, Additional MTV Citibank Cards, Additional International Times Cards, Additional First Citizen Silver Edge Citibank Cards, Additional CRY Citibank Cards, Additional WWF Citibank Cards, Additional Citibank Cricket Cards and Additional Citibank Woman's Cards to different family members of the Cardmember who are at least eighteen (18) years of age. The issue of such 'Family Pack' Additional Cards would be on the express understanding that the Primary Cardmember would be fully liable and responsible for payment of all charges incurred on these Additional Cards issued for the benefit of the Additional Cardmembers. The liability of the Additional Cardmembers for payments to Citibank is joint and several with the Primary Cardmember.
- 26.2 Without prejudice to the general Terms And Conditions contained in the Terms And Conditions, the Cardmember specifically recognises, accepts, agrees, covenants and

undertakes as under:

- (a) All the terms applicable to use of each 'Family Pack' Additional Card would be applicable to the Additional Cards issued in pursuance of the 'Family Pack' Offer and any other Cards issued by Citibank.
- (b) Use of 'Family Pack' Additional Cards by the Additional Cardmembers for purchase/withdrawals shall be deemed to be use by the Primary Cardmember and payment therefore shall be an obligation to be discharged by the Primary Cardmember. The said obligation of the Primary Cardmember shall be an absolute liability irrespective of the amount of charges that may be incurred by the Additional Cardmembers. In any case, the liability of the Additional Cardmembers for payments to Citibank is joint and several with the Primary Cardmember.
- (c) The Additional Cards will have a specified Limit (which will be a sub-limit of the Limit set by Citibank for the Primary Cardmember) allocated to each of them based on the initial instructions from the Primary Cardmember. These Limits will be revised upwards or downwards on subsequent instructions of the Cardmember but in any case at the discretion of Citibank or by Citibank every month on each Payment Due Date to correspond to the Limit originally specified or as subsequently revised. It will be the responsibility of the Primary Cardmember to ensure that all purchases of goods/services including cash withdrawals by the Additional Cardmembers are within such specified Limit. The Cardmember recognises that any charges in excess of such Limit will be rejected.
- (d) The Cardmember shall be solely liable to honour all chargeslips signed by each of the Additional Cardmembers even if the signature on the chargeslips deviates/differs from the specimen signature of the Additional Cardmember on the reverse of the Additional Cards or the Cardmember has, subsequent to execution of a chargeslip by the Additional Cardmember ceased to be a Cardmember.
- (e) 'Family Pack' Additional Cardmembers will not be eligible for any insurance benefits by virtue of their Card Membership.
- (f) The benefit available to the Additional Cardmembers does not absolve the Primary Cardmember of the obligations attached to the use of the Credit Card.
- (g) The 'Family Pack' Offer being a special facility, continuation of the Card Membership of the Additional Cardmembers will be dependent on continuation of the Card Membership of the Primary Cardmember.
- (h) The facility of the Additional Cards as above will stand terminated in case of termination of Card Membership of the Primary Cardmember.
- (i) No cross-association will be allowed i.e. in case the Primary Card is a MasterCard then the Additional Cards issued will be associated with MasterCard alone. This rule will apply in case of Visa Cards also.
- (j) All the terms as regards awarding and redemption of the Rewards Points applicable to use of each 'Family Pack' Additional Card would be applicable to the Additional Cards issued in pursuance of the 'Family Pack Offer'. The Rewards Points accrued on account of use of Additional Cards would be separately shown in the Card Statement and the Additional Cardmember alone

would be entitled to redeem such Rewards Points on his/her Additional Card as per the applicable terms.

- (j) Citibank may withdraw the facility of the 'Family Pack Offer' in whole or in part as also 'Family Pack' Additional Cards at any time, at its sole discretion. It also reserves the right to change the type of Additional Card offered under the 'Family Pack Offer', at any time, with notice to either the Primary or Additional Cardmember.

27. Lost or Stolen Cards or Misuse of Cards

- 27.1 If the Card is lost or stolen the Cardmembers must file a FIR with the local police and send a copy thereafter to Citibank. In case of an unsigned Card, the Cardmember will be liable for all charges incurred on it. Citibank may, without referring or issuing notice to the Cardmember, give the police or other relevant authorities any information about the loss or theft of a Card.
- 27.2 A Cardmember may report a Card lost over the telephone. Citibank will upon adequate verification, temporarily suspend the Card Account and will not be liable for any inconvenience caused to the Cardmember on this account.
- 27.3 If the Cardmember loses his Diners Club Card overseas, he may call CitiPhone. If the Cardmember loses his MasterCard or Visa Card overseas, he may either call CitiPhone or he may report the loss through the Visa or MasterCard Global Emergency Assistance Helplines. In case the Cardmember uses the Visa or MasterCard Emergency Assistance Services then the charges would be as applicable.
- 27.4 The Cardmember will not be liable for any misuse of a Card after the Cardmember has intimated Citibank that the Card has been lost or stolen and after Citibank has temporarily suspended the Card Account and listed the Card Number in the Warning Bulletin, provided the Cardmember has not acted fraudulently or with gross negligence.
- 27.5 The Cardmember shall take cognizance of the fact that once a Card is reported lost, stolen or damaged and is subsequently found, the same shall be promptly cut in half, or if required by Citibank, returned to Citibank for cancellation and adequate care taken to prevent its misuse. The Cardmember acknowledges that the Cardmember shall not use such a recovered/found card and shall ensure destruction or return to Citibank of such Card.
- 27.6 The Cardmember is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof. In the event Citibank determines that the aforementioned steps are questionable, financial liability on the lost or stolen Card would rest with the Cardmember and could even result in cancellation of the Account. The Cardmember acknowledges and agrees that he will be liable for all losses in the event he has acted fraudulently or negligently. Further, if the Cardmember acts without reasonable care, the Cardmember agrees that he shall be liable for all losses incurred as a consequence thereof. This may apply if the Cardmember fails to follow the safeguards as specified by Citibank in the Terms And Conditions or otherwise.
- 27.7 Issuance of a replacement Card will be done at a charge of Rs.100/- or at such other charges as Citibank may fix from time to time.

28. Fees

- 28.1 All fees payable by a Cardmember shall be decided by Citibank in its sole discretion in accordance with applicable laws and guidelines, and the same will be intimated to the Cardmember. A fee is payable by a prospective Cardmember on application for Card Membership. An annual Renewal Fee towards renewal of Card Membership is payable by the Cardmember on or before the first anniversary of the Fee date, which would be duly billed to the Cardmember on or before the expiry of the Card Membership. Fees and Renewal Fees would be specified by Citibank from time to time. The joining fees and annual fees, as applicable, shall be directly charged to the Cardmember's Account and the same will be displayed in the Statement of the concerned month in which it is charged.
- 28.2 The Credit/Charge Card will be initially valid for such period as may be decided by Citibank. Before or upon expiry of the initial validity period, the Credit Card (unless withdrawn or cancelled by Citibank or the Cardmember communicates in writing his intention not to continue use of the Card and surrenders the Card) will be automatically renewed by Citibank at its sole discretion for such further period or periods as may be decided by Citibank from time to time. Renewal will be done only if the Account has been maintained in good credit rating. Before or upon such renewal, a fresh Credit Card will be issued to the Cardmember and charges for the renewal will be billed to the Cardmember. Upon the request of the Cardmember to renew the Credit Card, Citibank reserves its right not to renew the same without assigning any reason therefor. In case of withdrawal of Card Membership, the pro-rata Card Membership/Renewal fees paid by the Cardmember towards Card Membership/Renewal shall not be liable to be refunded.
- 28.3 Card Membership once given does not amount to an obligation on the part of Citibank to renew the same subsequently.

29. Closing of Account

- 29.1 The privileges of the Credit Card may be withdrawn and the Credit Card cancelled by Citibank at any time, including on the occurrence of an Event of Default (in its absolute discretion and without giving notice thereof to the Cardmember or assigning any reason therefore) either temporarily or permanently.
- 29.2 In case of temporary withdrawal of the Card, the privileges of Card Membership may be reinstated by Citibank at its discretion but will be considered as a fresh Card Membership. In case of a permanent withdrawal, Citibank may refuse to re-admit a Cardmember permanently. However, it is made distinctly clear that withdrawal (whether temporary or permanent) shall constitute cessation of Card Membership altogether until the Cardmember is readmitted. In case the charge facilities are at any time withdrawn (whether temporarily or permanently) the same shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to Card Membership. Card Membership may be withdrawn and Account closed at any time without reference to the validity period embossed on the Card. Further, Citibank may also restrict, terminate or suspend the use of the Cardmember Account at any time without prior notice if Citibank reasonably believes it necessary for business or security reasons.
- 29.3 The Cardmember agrees to surrender the Credit Card to Citibank or its representative or a Merchant Partner, upon being requested to do so either by Citibank or its representative or by a Merchant Partner. Use of the Credit/Charge Card after notice of withdrawal of its privileges is fraudulent and subjects the user to legal proceedings.

- 29.4 Notice of withdrawal or request to surrender shall be deemed given when a notice posted to the last address of the Cardmember known to Citibank would have been received in the ordinary course of post/courier service. Citibank shall not be held accountable for delays/non-receipt of such withdrawal notices in the post/courier service. Notice of withdrawal may also be deemed given by an oral or written request made by a Merchant Partner on behalf of Citibank.
- 29.5 Subject to verification, the Cardmember can terminate the Card Membership/Terms And Conditions at any time by writing to Citibank or intimating the request for closure to 24-Hour CitiPhone.
- 29.6 Upon termination of Card Membership of the Cardmember for any reason whatsoever, whether at the instance of the Cardmember or Citibank, the Cardmember shall remain liable for all charges incurred by the use of the Credit/Charge Card. The Cardmember acknowledges and agrees (subject to any default or other notice required by law) to immediately pay to Citibank the total outstanding balance on the Card/the Account, including without limitation all amounts due to Citibank under the Terms And Conditions (including all transactions and other amounts not yet charged to the Card/the Account). It is expressly understood that the Account will not be considered as closed by the Bank until the Cardmember has paid all such due amounts.
- 29.7 The Cardmember specifically acknowledges that once his Account is closed, the privileges (including all benefits and services) of the Credit Card stand withdrawn, reinstatement of the same is neither automatic nor attendant and will take place solely at the discretion of Citibank. The Cardmember also acknowledges that the aforementioned takes precedence over any communication in this context that the Cardmember might receive during the normal course.

30. EVENTS OF DEFAULT

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

- (a) **Payment of Dues**
If any delay shall have occurred in payment of any dues under the Card and / or in payment of any other amounts (including special payment plans such as rewrites/settlements) or any part thereof due and payable to Citibank in terms of these Terms And Conditions and such dues or other amount remains unpaid for thirty (30) days from the due date thereof;
- (b) **Performance of Covenants**
If default shall have occurred in the performance of any other covenants, conditions or agreements on the part of the Cardmember under these Terms And Conditions;
- (c) **Supply of Misleading Information**
If any information given by the Cardmember to Citibank in the Card Application or otherwise is found to be misleading or incorrect in any material respect;
- (d) **Failure to Furnish Information/Documents**
If the Cardmember fails to furnish any information or documents required by the Bank;
- (e) **Non-payment/Non-delivery of Cheque(s)/Other Payment Mechanism**
If a cheque in respect of any monthly due or other payment is dishonoured or if a cheque/ECS/SI in respect of any payment is not paid on the due date thereof or if a cheque/ECS in respect of any payment is not paid on the due date thereof;
- (f) **Death**
Where the Cardmember dies;
- (g) **Default on Other Loans/Facilities**
If the Cardmember makes a default in performance of any of the terms, covenants and conditions of any loans/facilities provided by Citibank or any other banks, financial institutions or other persons, to the Cardmember;
- (h) **Insolvency**
If the Cardmember commits an act of insolvency or makes an application for declaring himself an insolvent or an order is passed against the Cardmember declaring him an insolvent;
- (i) **Material Adverse Change**
There occurs any material adverse change in the financial condition of the Cardmember or any other event or circumstance, which in the sole opinion of Citibank prejudicially affects the Bank's interest;
- (j) **Involvement in Civil Litigation and Criminal Offence**
If the Cardmember is involved in any civil litigation or criminal offence or if proceedings by any authority, court of law or professional body or association, for any misconduct or breach/violation of any law or regulations or code of conduct, etc., are taken against the Cardmember; or (k) There exists any other circumstance, which in the sole opinion of the Bank, jeopardises the Bank's interest.

30.2.1 Without prejudice to all other rights as Citibank may have under these Terms And Conditions, in the event of default, the Cardmember may be sent reminders from time to

time by Citibank/third parties appointed by Citibank for settlement of any outstandings on the Account or for taking any remedial action on the Account/Cardmember, by post, fax, telephone, e-mail, SMS/text messaging. Any third parties so appointed shall fully adhere to the code of conduct on debt collection.

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

- (a) Call upon the Cardmember to pay forthwith the outstanding balance on the Card together with interest and all sums payable by the Cardmember to the Bank under these Terms And Conditions and/or any other agreements, documents or instruments between the Cardmember and the Bank;
- (b) Without any prior or further notice to the Cardmember, disclose to the Reserve Bank of India or any other authority or any credit bureau or any governmental authority or other third person, the name/identity of the Cardmember and the fact of the Cardmember having committed the act of default with full details thereof;
- (c) Exercise the Bank's right of lien and set-off all monies and Accounts standing in the Cardmember's name in the Bank.
- (d) Without prejudice to the above, the Bank shall have the right to proceed against the Cardmember independent of any right of lien/set-off to recover the outstanding dues from the Cardmember.

31. Cross Default

The Cardmember expressly accepts that if the Cardmember fails to pay any monies when due or which may be declared due prior to the date when they would otherwise have become due or commits any other default under any agreement (including the Terms And Conditions) with Citibank under which the Cardmember is enjoying any financial/credit/other facility, then in such event Citibank shall, without prejudice to any of its specific rights under each of the agreements, be absolutely entitled to exercise all or any of its rights under any of the Cardmember's agreements (including the Terms And Conditions) with Citibank, at the sole discretion of Citibank including, without limitation, termination of such financial/credit/other facility under any agreement (including the Terms And Conditions). Citibank may at any time and without notice to the Cardmember(s) combine and consolidate all or any of the Cardmember(s) Accounts with liabilities to Citibank and set off or transfer any sum or sums standing to the credit of any one or more of such an Account or exercise lien/banker's lien over any property held by Citibank in any other respect whether such liabilities be actual or contingent, primary collateral and several or joint.

32. Settlement of Dispute

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

same shall be Indian laws. The seat of arbitration shall be at the sole discretion of the Bank.

33. CitiPhone

- 33.1.1 The Cardmember accepts that the Bank directly or through its appointed representatives has agreed to provide him the facility of getting information and carrying out transactions by giving telephonic instructions (which will be accepted by the Bank either manually or by an automated system) apart from any written Standing Instructions now given or that may hereafter be given. The telephonic instructions given may also include instructions to change demographic details of a Cardmember such as residence and/or mailing address, residence and/or office telephone number, mobile phone number or any other personal details of the Cardmember as decided by the Bank from time to time.
- 33.1.2 The Cardmember is aware that in connection with such telephonic facility, he is required to provide to the Bank or its appointed representatives over the telephone his Account Number details and T-PIN as originally selected by him or as advised by the Bank to him or as subsequently changed by oral instructions or otherwise. The Cardmember is also advised not to voice his T-PIN, if he is calling from a tone-enabled telephone. Instead the Cardmember may dial in his T-PIN, on the Interactive Voice Response System.
- 33.1.3 In the event of the Cardmember calling from a telephone not supporting tone, the Cardmember may need to voice his T-PIN, after which the Cardmember would need to change his T-PIN immediately. This telephonic facility shall cover and be applicable to all Accounts of the Cardmember now existing or which may hereafter be opened by him. The facility shall also cover and apply to all other facilities, offerings, transactions of functionalities being offered by the Bank currently or which may be introduced by the Bank from time to time. This T-PIN assigned to him (or selected or changed by him) for any of the Accounts, Credit Cards or other financial products held by him currently or which may be opened by him in the future will be used to provide access to his other connected Accounts, Credit Cards or financial products. This will be applicable for transactions or queries on the automated or manual option. The Cardmember is also aware that he will not to voice his T-PIN while calling from a touch-tone telephone, but instead is required to dial his T-PIN on the dial pad of the telephone. In the event of the Cardmember opting to voice his T-PIN, the Cardmember agrees that he shall change his T-PIN immediately, thereafter.
- 33.1.4 The Cardmember unconditionally agrees that (i) he shall not hold the Bank liable on account of the Bank acting in good faith on instructions for any misuse or fraudulent use of his T-PIN to access any of the Accounts, Credit Cards, financial products now existing and held by him currently or which may be opened by him in the future; (ii) in following such instructions, the Bank will be doing so on a best-effort basis and he will not hold the Bank liable on account of delay or inability on the part of the Bank to act immediately or at all on any of his instructions; (iii) the Bank may in its discretion charge for or withdraw or suspend the facility wholly or in part at any time; (iv) the Bank may in its discretion decide not to carry out any such instructions where the Bank has reason to believe (which decision of the Bank the Cardmember shall not question or dispute) that the instructions are not genuine or otherwise improper or unclear or raise a doubt; (v) the Bank may at its discretion tape or record such instructions and may rely on transcripts of such telephonic instructions in evidence in any proceedings; (vi) at the Cardmember's request the Bank may send to the Cardmember by fax (at a fax number given by the Cardmember) financial information (sought for by the Cardmember) regarding the Cardmember's Account(s) which may be of a private and confidential nature and the Cardmember shall not hold the Bank liable in any manner should such information come to the knowledge of any third party.

33.1.5 In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank in any of the Accounts, the Cardmember shall be obliged to intimate the Bank in writing the relevant discrepancy within thirty (30) days of the date on the Statement failing which the transaction shall be deemed to be correct and accepted by the Cardmember. In consideration of the Bank providing the Cardmember the said facility, the Cardmember agrees to indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardmember the said facility or by reason of the Bank in good faith taking or refusing to take or omitting to take action on the Cardmember's instructions. The Cardmember agrees that all conditions of the above indemnity will hold good when the Bank executes his instructions for his convenience if he is unable to provide his T-PIN, and that the Bank may, at its sole discretion, perform such other reasonable checks as it considers appropriate prior to such execution.

34. Miscellaneous

34.1 Citibank may from time to time offer Cardmembers whose Accounts have been maintained in good standing, certain facilities, Card Memberships and services at such fees and on such Terms And Conditions as it may think fit. Citibank shall be entitled to stop charging a fee or reduce or alter such fee and to withdraw such facilities, Card Memberships and services at any time without prior notice and without liability to the Cardmember. Any termination of Card Membership because of the Terms And Conditions shall result automatically in the termination of such facilities, Card Memberships and services. Citibank shall not be liable in any way to the Cardmember for any defect or breach in the performance of carrying out such facilities, Card Memberships or services or the non-performance thereof, whether by Citibank or a Merchant Partner or any other third party.

34.2 The Cardmember hereby authorises Citibank or its representatives to contact his employer, banker, family members or any other source to obtain any further information that may be required.

34.3 Without prejudice to anything contained herein, the Cardmember expressly recognises and accepts that Citibank shall be absolutely entitled and have full power and authority to sell, assign or transfer in any manner (including through the drawing of a negotiable instrument or otherwise) in whole or in part and on such terms as Citibank may decide (including reserving a right to Citibank to proceed against the Cardmember on behalf of any purchaser, assignee or transferee) the outstandings and dues of a Cardmember to any third party of Citibank's choice without reference to or without written intimation by Citibank to the Cardmember and any such sale, assignment or transfer shall bind the Cardmember to accept such third party as creditor, whether exclusively or as a joint creditor with Citibank or as a creditor exclusively, but with the right to Citibank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstandings and dues to such third party or to appropriate the same, as Citibank may decide. Any costs in this behalf whether on account of such sale, assignment or transfer or enforcement of rights and recovery of outstandings and dues, shall be to the Account of the Cardmember only.

34.4 The Cardmember may take cognizance of the fact that credit balance, if any, in the Cardmember's Account shall not attract any interest, whatsoever.

34.5 With notice to the Cardmember, Citibank shall from time to time be entitled to add to and/or amend all or any of these Terms And Conditions with immediate effect and the same shall be binding on the Cardmember.

- 34.6 The Cardmember shall be deemed to have unconditionally agreed to and accepted the Terms And Conditions by acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by incurring a charge on the Card, or after thirty (30) days have elapsed since the date the Card was despatched to his address on record.
- 34.7 The Credit Limit may be increased or decreased periodically based on the Cardmember's spending and payment patterns and/or based on the Bank's policy and discretion. In such an event, the Cardmember will be informed about the revised Credit Limit. Further, the Cardmember may request the Bank for an increase in his Credit Limit. In any such case, the Bank may request the Cardmember for financial documents declaring his income, and may, at its sole discretion, increase the Credit Limit. A Cardmember may also request the Bank for a decrease in the Credit Limit, subject to the minimum limits set by the Bank. The Cardmember expressly understands that if the Credit Limit is reduced, further enhancements will be at the discretion of the Bank. Further, the Cardmember expressly agrees that while processing a Cardmember's request for an increase in Credit Limit, the Bank may share this information with Credit Reference Agencies.
- 34.8 No delay in exercising or omission to exercise, any right, power or remedy accruing to the Bank upon any default under the Terms And Conditions or any other agreement or documents shall impair any such right, power or remedy nor shall it be construed to be a waiver thereof any acquiescence in such default nor shall the action or inaction of the Bank in respect of any default or any acquiescence in any default, affect or impair any right, power or remedy of the Bank in respect of any other default.
- 34.9 All published information is correct and complete at the time of printing. Citibank cannot assume responsibility for changes that occur after printing.

35. Citibank/Diners Club Rewards

35.1 **Definitions:** In a Citibank/Diners Club Rewards Scheme ("**Rewards Scheme**"), the following terms shall, unless the context otherwise admits, have the following meanings:

- (a) '**Rewards Points**' shall mean Points awarded under the Rewards Scheme;
- (b) '**Delinquent Account**' means an Account of a Cardmember which has outstandings which are past due or which, in the sole opinion of Citibank, has unsatisfactory credit standing;
- (c) '**Effective Date**' shall mean the date communicated periodically;
- (d) '**Scheme Termination Date**' shall mean the date communicated periodically;
- (e) '**Valid Charge**' means a charge incurred by and charged to a Cardmember holding a Card and only such a Valid Charge shall be taken into account for award of Rewards Points.

35.2 The Rewards Scheme shall come into effect from the Effective Date and will be available to Cardmembers at the exclusive discretion of Citibank/Diners Club, and may vary from Card to Card. Information pertaining to the Rewards Scheme and/or the Reward Points (including without limitation the form and methodology of redemption of Reward Points, etc.) will be intimated to the Cardmember by the Bank from time to time on and after the Effective Date.

35.3 Rewards Points will be awarded to a Cardmember for all Valid Charges incurred on a Card. No Rewards Points will be awarded to a Cardmember towards Card Membership fees, or transactions fees. Citibank may award Rewards Points on a uniform basis for any other actions as Citibank may decide either for a specific period or for a specific situation.

35.4 Rewards Points shall be awarded for charges on the Card not disputed by the Cardmember.

35.5.1 Rewards Points standing to the credit of a Cardmember in the Statement during the period commencing from the Effective Date and up to the Scheme Termination Date can be redeemed for gifts/other specified items/offers, as prescribed by Citibank in its sole discretion, to be selected from an exclusive catalogue, created by Citibank for the Rewards Scheme. It is stated that Cobrand/Affinity Cards will have individual methodologies concerning Rewards Points, including without limitation in relation to the earning of the Rewards Points, redemption of the rewards points, etc, and the same will be intimated to the Cardmember by the Bank from time to time.

35.6 On redemption, the Rewards Points so redeemed will be automatically deleted from the accumulated Rewards Points in the Account.

35.7 No accumulation or redemption of Rewards Points by conversion will be permissible if on the relevant date, the Card has been withdrawn or cancelled or is liable to be cancelled or the Account of the Cardmember is a Delinquent Account.

35.8 If at the end of the Scheme Termination Date, the Rewards Points which are not redeemed, such Rewards Points standing to the credit of the Cardmember, shall lapse automatically.

35.9 Citibank's computation of the Rewards Points shall be final, conclusive and binding on a Cardmember and will not be liable to be disputed or questioned.

35.10 If at any time before the Scheme Termination Date, the use of the Card is withdrawn or cancelled or is liable to be cancelled, then in such event, all Rewards Points then standing to the credit of the Cardmember shall *ipso facto* stand immediately and

automatically cancelled. Even if Cardmember's Membership is reinstated, the cancelled Rewards Points shall not be reinstated.

- 35.11 A Cardmember cannot transfer any Rewards Points to another person or combine the Rewards Points of his other Cards.
- 35.12 Any tax or other liabilities or charges payable to the Government or any other authority or body or any participating Merchant Partner which may arise or accrue to the Cardmember by redemption as aforesaid or otherwise as a result of the Rewards Scheme, shall be to the sole Account of the Cardmember.
- 35.13 Nothing contained in the Rewards Scheme shall be construed as a binding obligation on Citibank or any participating Merchant Partner to continue the Rewards Scheme after the Scheme Termination Date or to substitute the Rewards Scheme by a new or similar scheme.
- 35.14 The Cardmember will not hold Citibank responsible for any actions, claims, demands, liabilities, losses, damages, costs, charges or expenses that a Cardmember may incur in normal course of Card usage. Further, nothing contained herein will prejudice or affect the Terms And Conditions.
- 35.15 The terms of the Rewards Scheme shall be in addition to and not in derogation of the Terms And Conditions.
- 35.16 The Rewards Scheme is voluntary and it is understood that all charges are voluntarily incurred by a Cardmember in normal course of Card usage.
- 35.17 The Rewards Scheme is a special facility made available at the pleasure of Citibank and Citibank expressly reserves the right at any time and with notice to Cardmembers, to add to and/or alter, modify, change or vary all or any of these Terms And Conditions or to replace wholly or in part, the Rewards Scheme by another scheme, or to withdraw it altogether.
- 35.18 Without prejudice to anything contained in the Terms And Conditions, all disputes, if any, arising out of or in connection with or as a result of the Rewards Scheme or otherwise relating hereto shall be subject to the exclusive jurisdiction of the competent courts/tribunals at Mumbai.
- 35.19 Nothing contained in the Rewards Scheme shall be construed as Citibank having waived any of its rights (including the levy of Interest Charges) under the Terms And Conditions or as prejudicing any rights of Citibank thereunder.

36. Services from MasterCard & Visa Global Assistance

The communications and arrangements for services of the emergency assistance program for Citibank MasterCards and Visa Cards are provided by a third-party service provider and are paid for by Visa/MasterCard. The Cardmember is responsible for the cost of any and all medical, legal or other services used. Assistance is provided on a best-effort basis and may not be available due to problems of time, distance or locations. The medical and/or legal professionals suggested and/or designated by Visa/MasterCard third-party service providers are not employees of Visa/MasterCard's third-party service providers' or employees or contractors of Visa/MasterCard and, therefore, they are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service. Citibank India or any branch of Citibank worldwide does not accept any responsibility for the arrangement or use of services provided.

37. Disclosure

- 37.1 The Cardmember acknowledges that information on usage of credit facilities by Cardmembers are exchanged amongst banks and financial entities which provide credit facilities. Acceptance of an application for a Credit/Charge Card is based on no adverse reports of the Cardmember's creditworthiness from any bank or financial entities, which has provided to the Cardmember or the Cardmember's family members a credit facility. Citibank may report to other banks or financial entities any delinquencies in the Account or withdrawal of the Cardmember's credit facility. Based on adverse reports (relating to creditworthiness of the Cardmember or his family members) received, Citibank may, after 7 (seven) days previous notice in writing, cancel the Credit/Charge Card whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Account, shall be immediately payable by the Cardmember. Citibank shall not be obliged to disclose to the Cardmember the name of the bank or financial entity, from which it received or to which it disclosed any information.
- 37.2 Notwithstanding the aforesaid, the Cardmember hereby acknowledges and agrees that as a precondition relating to the grant of facilities under the Terms And Conditions to the Cardmember, Citibank requires the Cardmember's consent for the disclosure by Citibank of, information and data relating to the Cardmember, of the Credit Card facility availed of/to be availed, by the Cardmember, obligations assumed/to be assumed, by the Cardmember in relation thereto and default, if any, committed by the Cardmember, in discharge thereof. Accordingly, the Cardmember hereby acknowledges, agrees and gives consent for the disclosure by Citibank of all or any such
- (a) information and data relating to the Cardmember;
 - (b) the information or data relating to any Credit Card facility availed of/to be availed by the Cardmember; and
 - (c) default if any, committed by the Cardmember in discharge of such obligation. as Citibank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Limited and/or any other agency authorised in this behalf by RBI.
- 37.3 The Cardmember further declares that the information and data furnished by the Cardmember to Citibank are true and correct.
- 37.4 The Cardmember also acknowledges and understands that:
- (a) the Credit Information Bureau (India) Limited and any other agency so authorised may use, process the said information and data disclosed by Citibank in the manner as deemed fit by them; and
 - (b) the Credit Information Bureau (India) Limited and any other agency so authorised 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.
- 37.5.1 Without prejudice to anything contained herein, the Cardmember expressly consents to the transfer and disclosure of any information relating to him to and between the Bank's branches, subsidiaries, representative offices, affiliates and agents and third parties selected by the Bank, wherever situated, for confidential use (including in connection with the provision of any services/facilities offered by Citigroup companies, for data processing, statistical and risk analysis purpose). The Bank and any of the Bank's branches, subsidiaries, representative offices, affiliates, agents or third parties may transfer and disclose any information as required by any law, court, regulator or legal process or for any other purpose as may be determined by the Bank in its sole discretion.

The Cardmember further expressly authorises the Bank and/or all the companies/entities/subsidiaries/affiliates thereof under Citigroup and their agents to offer and/or sell to the Cardmember any of the products or services offered by the Bank and/or all/any of the companies/entities/subsidiaries/affiliates thereof under Citigroup.

38. Internet Banking

38.1 The Cardmember has the facility of using Internet Banking, e-Commerce and Mobile Banking facilities. To enable such use, a Home Banking Personal Identification Number and/or a User Password ("**H-PIN/I-PIN/Q-PIN**") will be issued to the Cardmember. The Cardmember agrees that:

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

38.2 Additional Terms And Conditions In Respect Of Internet Banking Facility And Shopping On Internet

- (a) The Cardmember acknowledges that at his request, the Bank has agreed to provide the Cardmember with the facility of carrying out banking/Credit Card transactions through the Citibank India website. Any instructions given through use of the Internet Banking facility shall be in addition to any written Standing Instructions ("**SI**") now given or that may hereafter be given to the Bank and in case of conflict; the written SI shall prevail. This facility shall cover and be applicable to all the Cardmember's Accounts (whether savings, current, fixed deposits, loans/overdraft, Credit Cards or otherwise) now existing or which may hereafter be opened by the Cardmember with the Bank.
- (b) The Cardmember acknowledges that in connection with such Internet Banking facility, the Cardmember is required to use his Credit Card Number and the H-

PIN/I-PIN/Q-PIN as advised by the Bank or as selected/subsequently changed by the Cardmember by obtaining a new H-PIN/IPIN/ Q-PIN from the Bank through oral or written instructions to the Bank.

- (c) The Cardmember acknowledges that to avail of the Internet Banking facility, the Cardmember would require the following:
 - (i) A Personal Computer ("PC") with modem or other Internet access device;
 - (ii) Access to Internet by use of any of the following browsers viz.
 - ✍ Microsoft Internet Explorer 4.0 or higher version; or
 - ✍ Netscape Navigator 4.0 or higher version.
 - (iii) A H-PIN/I-PIN/Q-PIN.
- (d) The Cardmember shall be responsible for obtaining at his cost access to Internet and the cost of the telephone service.
- (e) The Cardmember acknowledges that his H-PIN/I-PIN/Q-PIN is used to transmit/give instructions. The Cardmember acknowledges the confidential nature of the H-PIN/I-PIN/Q-PIN and confirms that he will not disclose his HPIN/I-PIN/Q-PIN to any person and ensure that the same is kept confidential. The Cardmember instructs and authorises the Bank to comply with all or any instructions given to the Bank through the Internet Banking facility by use of his H-PIN/I-PIN/QPIN. Any instructions given to the Bank through use of Internet Banking facility and through his HPIN/I-PIN/Q-PIN shall be deemed to be given by him and the Bank shall be entitled to assume that the said instructions are given by the Cardmember and the Bank shall be protected from acting thereon. The Cardmember understands that Citibank is only providing to him a facility (without obligation) of carrying out his banking/Credit Card transactions.
- (f) The Cardmember undertakes to inform the Bank immediately if his H-PIN/I-PIN/Q-PIN becomes known to any other person. The Cardmember shall be fully responsible for any instructions given through the Internet Banking facility where the Cardmember's H-PIN/I-PIN/Q-PIN is entered and the Bank will not be liable for any unauthorised use of his H-PIN/I-PIN/Q-PIN or any fraudulent, duplicate or erroneous instructions given by use of Internet Banking and his H-PIN/I-PIN/Q-PIN. The Bank may, in its discretion, by notice to the Cardmember, withdraw or charge for the facility, wholly or in part, at any time. The Bank will not acknowledge receipt of any instructions nor shall the Bank be responsible to verify any instructions. The Bank will endeavour to give effect to instructions on a best-effort basis and practically possible for the Bank.
- (g) The Bank will not be liable for:
 - (i) Any failure to act upon any instructions or to provide Internet Banking facility for any cause that is beyond the Bank's control;
 - (ii) Acting in good faith on any instructions received by the Bank;
 - (iii) Error, default, delay or inability of the Bank to act on all or any of the instructions given through Internet Banking;
 - (iv) Loss of any instructions given by the Cardmember through Internet Banking;

- (v) Unauthorised access by any other person to any instructions given by the Cardmember through Internet Banking.
- (h) The Bank may, in its discretion, not carry out any instructions if the Bank has reason to believe (in which the decision of the Bank shall be binding on the Cardmember) that the instructions are not genuine or otherwise improper or unclear or raise a doubt or in case any instructions are illegal. In case of any discrepancy in the details of any transactions carried out in respect of any of the Accounts the Cardmember shall be obliged to intimate the Bank thereof in writing within thirty (30) days of receipt of the Statement in respect of his Account(s), failing which the transaction will be deemed to be correct and accepted by the Cardmember.
- (i) The Cardmember will only use the Internet Banking facility on a PC or other Internet access device, which he owns or rents. The Cardmember shall not use the Internet Banking facility on a PC or other Internet access device which belongs to any other person (such as a cyber cafe) or which is owned or provided to the Cardmember by his employer without such person or as the case may be, the Cardmember's employer's previous written permission. The Bank will not be responsible for any harm or loss caused to any person as a result of the Cardmember not complying with this condition.
- (j) The Cardmember certifies that the details in his relationship record are correct.
- (k) The Cardmember agrees to be bound by and comply with all applicable laws of India and any other applicable jurisdiction, which may apply to the use by him/her of Internet Banking and/or international transactions. The Cardmember is cautioned that any transaction on the Internet resulting in any outflow of foreign exchange must be made strictly in accordance with the Exchange Control Regulations and that in the event of failure to do so the Cardmember may be liable for penal action under the Foreign Exchange Management Act, 1999. With a view to protect the interest of Cardmembers, Citibank reserves the right to decline at its sole discretion, certain Internet transactions, depending on the origin and nature of purchase. This is done with a view to protecting the Cardmembers from unauthorised or fraudulent usage of Account information by person/parties.
- (l) The Cardmember agrees to comply with all applicable laws, including the import and export control laws and regulations of India, the United States, and other countries. The Cardmember will not export or re-export any software materials or technical data, or any modifications or enhancements thereto or any direct product thereof, if such export does not fully comply with Export and Import policy, rules and regulations of India, and the Export Administration Regulations ("**EAR**") administered by the U.S. Department of Commerce. Unless specifically authorised by the U.S. Department of Commerce or the EAR, export is prohibited to any country in Country Group E:2 of the EAR, to any military end-user/end-use in Country Group D:1 of the EAR, and to any other destination or end-user prohibited under the EAR. The Cardmember acknowledges responsibility for obtaining any required license or authorisation and for compliance with the EAR and any export or import restrictions imposed by any other country.
- (m) The Cardmember confirms that he would from time to time be identifying web-sites where he could use this additional feature of making acquisitions/purchases of products and services and making payments for the same through his Citibank Card by giving instructions for such payment through the Internet.

- (n) The Cardmember agrees and confirms that the web-sites on which the Cardmember may place any orders and in respect of which he can request the Bank to make payments would be either from (i) the list of designated computer web-sites identified by the Bank from time to time; or, (ii) such other web-sites which accept MasterCard/Visa Card; or (iii) and other web-sites, where the payment gateway is powered by the Bank. The Cardmember understands and agrees that the list of only designated web-sites identified by the Bank in respect of which the Cardmember can utilise this facility shall be displayed on the Citibank web-site (**www.citibank.co.in**) from time to time. The Cardmember agrees that he shall keep himself updated as to the web-sites available prior to making any purchase/acquisition on the web-sites.
- (o) The Cardmember shall ensure that upon placing the order with the merchants on the relevant web-sites, he shall note all the details of the orders placed accurately, including without limitation the customer order number and price payable.
- (p) The Cardmember agrees and confirms that all orders placed by him on such web-sites are orders between him and the merchant supplying the product and the services. Citibank shall not at any time be deemed to be a supplier of the products or a party to such contract at any time whatsoever. The Cardmember understands that Citibank is only providing him a facility (without obligation) of affecting purchases that will be billed on the Cardmember's Account.
- (q) The Cardmember agrees and confirms that the Bank is merely providing a facility for making payments for the orders placed by the Cardmember on such web-sites and is not in any manner associated with or part of the actual transaction of the sale of the products and services. The Cardmember hereby specifically agrees and acknowledges that he shall make all such independent enquiries as he may deem fit in respect of the products and services offered by the merchants on the web-sites.
- (r) The Cardmember hereby confirms that he is not placing the order with the merchants on the websites based on any representation or statement of Citibank, and if the Cardmember shall place any order on the such web-sites, he shall do it out of his own volition and shall not in any manner hold the Bank responsible for any deficiency, defect or incomplete products and services.
- (s) The Cardmember agrees that he shall provide payment instructions either on the Citibank (**www.citibank.com/india/cards**) web-site or any other web-site as may be designated by Citibank from time to time in writing or such other web-site utilised by the Cardmember.
- (t) The Cardmember shall ensure that he does not in any manner release any confidential data, including his H-PIN/I-PIN/Q-PIN and Citibank Credit Card Number to the merchants and suppliers during the Cardmember's access to the various web-sites of the merchants and he shall indemnify the Bank from any loss that may be caused to the Bank by any breach of this covenant. (u) The Cardmember shall particularly take care to ensure that each letter of the words forming part of the site-name/domain name is correctly typed in. It is the Cardmember's responsibility to ensure that he checks the certificate of the site where he inputs the Card Number and H-PIN/IPIN/Q-PIN and ensure that this certificate is a Citibank certificate. The Cardmember understands and agrees that Citibank shall not be responsible for any errors caused in respect thereof. The

Cardmember shall not give his H-PIN/I-PIN/Q-PIN or Citibank Credit Card Number if he is on an incorrect site and he shall give the payment instructions only after the Cardmember ensures that he is on the correct Citibank web site.

- (v) While communicating the payment instructions to the Bank, the Cardmember shall provide to the Bank such details as the Bank may require in respect of the payments to be made including such order details as the Bank may require, including without limitation details in respect of the site on which the purchase order was placed and the relevant customer order number. The Cardmember shall indemnify the Bank from any loss caused from any inaccuracies in this regard. The Cardmember confirms that the Bank shall not be required to make independent verifications in this regard and the Bank shall be entitled to rely on the details as typed in by him.
- (w) The Cardmember confirms that by virtue of requiring the Bank to make any payment in respect of the products or services acquired by him from the merchants, the Cardmember shall not hold the Bank responsible for any delay in delivery, non-delivery or any defective, deficient or unsatisfactory nature of the products and services and he confirms that he shall not associate the Bank with the merchants for any purpose whatsoever, except for the making of the payment of the products and services. The Cardmember confirms that the Bank shall not be responsible for the quality or merchantability of the products purchased by the Cardmember from time to time. Provided that purely in order to assist the Cardmember, the Bank will attempt wherever possible to require the merchant to offer to him a return full-refund facility in the event of Cardmember not being satisfied with the product/services for any reason whatsoever. In the event the Cardmember chooses to exercise this option (wherever available), the Bank will attempt to assist the Cardmember in recovering the complete refund from the merchant. The Cardmember understands that the Bank shall not be responsible for any such recoveries and the Cardmember's only course of action in respect of such non-recovery shall be solely against the merchants and not against Citibank. The Cardmember understands and agrees that the Bank is not in any manner guaranteeing the recovery of the monies in respect thereof and would merely assist the Cardmember in respect thereof and would merely assist him in such manner and to such extent as the Bank may deem fit. Provided further that in the event of non-delivery of the products or services, the Bank will attempt to assist the Cardmember in recovering his monies, which the Cardmember has permitted the Bank to make payment of to the merchants. However, the Cardmember hereby specifically acknowledges and agrees that the Bank shall merely be required to assist him and the Bank is not guaranteeing the refund of the monies in any manner whatsoever. The Cardmember shall not hold the Bank responsible for any inability to make such recovery and the Cardmember's only recourse in such an event shall be against the merchant.
- (x) The Cardmember confirms that the Bank may for any reason whatsoever refuse to honour his instructions to transfer funds to the merchants in such circumstances as the Bank may deem fit. The Cardmember also confirms and agrees that he shall not hold the Bank responsible for any failure to process payment instructions by reason of the services being temporarily unavailable or there being an overload on the server or for any other technical or any other reason, whatsoever.
- (y) The Cardmember confirms that in the event of any dispute with the merchant/company, the Cardmember shall not make the Bank a party to the dispute.

- (z) The Cardmember confirms that the Bank may at any time alter the mode and the manner of making payments and the Cardmember shall be bound by the same.
- (aa) The Cardmember acknowledges that the Bank may from time to time and for any reason discontinue the services offered in respect of particular sites and in such event the Bank may refuse to make payments for products purchased from such sites. The Cardmember ensures that he shall keep himself updated on a regular basis as to the details of the web-sites on which the services offered by the Bank could be utilised and shall not require the Bank to make any payments for Products/Services purchased/availed from web-sites other than the web-sites identified by the Bank or web-sites acceptable to the Bank.
- (ab) The Cardmember agrees that the Bank may place limits from time to time on:
 - (i) The number of transactions that the Cardmember may enter into in a particular period;
 - (ii) The aggregate payments that the Cardmember may make on transactions in a particular period.

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

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

the Bank providing the Cardmember with Internet Banking or use of Internet Banking through use of his H-PIN/I-PIN/Q-PIN or the Bank in good faith acting on, omitting or refusing to act on any instructions given by use of the Cardmember's H-PIN/ I-PIN/Q-PIN.

38.3 Statement on the Net

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

"I, the Customer, agree to Citibank, N.A., giving me notice of the availability/readiness of my monthly/quarterly Statements of Accounts(s) via e-mail, to the e-mail address specified by me. Citibank, N.A., would be deemed to have delivered the Statement to me, forthwith upon my receiving notice of its availability. I will be obliged to download and print the Statement of my Account after receiving notice as aforesaid from Citibank, N.A. Should I experience any difficulty in accessing the electronically delivered Statement, I shall promptly advise Citibank, N.A., to enable Citibank, N.A., to make the delivery through alternate means. Failure to advise Citibank, N.A., of such difficulty within 24 hours after my receiving notice as aforesaid, shall serve as an affirmation regarding the acceptance by me of the Statement. I am aware of all security risks including possible third party interception of my Statement and content of my Statement becoming known to third parties. I agree that I shall not hold Citibank, N.A., in any way responsible for the same and agree that the same shall not be considered as a breach by Citibank, N.A., of banker-customer confidentiality. I understand that I remain fully liable for any of my (customer's) contractual liabilities to Citibank, N.A., irrespective of receipt or non-receipt, of intimation of, or my Statement. Under no circumstances, including negligence, shall Citibank, N.A., or anyone involved in creating, producing, delivering or managing my Statement of Account, be liable for any direct, indirect, incidental, special or consequential damages that may result from the use of or inability to use the service or out of breach of any warranty.

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

39. Terms And Conditions In Respect Of the CitiAlert Facility

39.1 Definitions:

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

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

39.2 Availability

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

39.3 The Alerts will be sent to the Cardmember only if the Cardmember is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs.

39.4 The Bank may, if feasible, extend the facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by the Bank, from _____ time _____ to _____ time.

39.5 **Process:** To receive Alerts, the Cardmember may select and set all or any of the Triggers available on the Citibank India web-site (www.citibank.co.in). The Cardmember may set any Triggers with the Bank through CitiPhone Banking or by conventional written instructions to the Bank.

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

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

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

39.6 The Cardmember acknowledges that CitiAlert will be implemented in a phased manner and the Bank may at a later stage, as and when feasible, send Alerts over e-mail, expand the available Triggers or Alerts to meet the Cardmember's requirements. The Bank may, from time to time, change the features of any Trigger or Alert. The Cardmember will be responsible for keeping himself updated of the available Triggers or Alerts, which will be notified by the Bank over its website. The Cardmember may, from time to time, change or add to the Triggers selected by him, without the necessity of a fresh registration.

39.7 The Cardmember understands that under the CitiAlert Facility, the Bank will enable him to receive customised alert messages with respect to event/transactions relating to his Credit Card (or any other financial relationship with the Bank as he may desire). The alert messages will be currently displayed through the SMS over his mobile phone and would come to him as e-mail on his PC or as a Fax Message on his Fax Machine if desired (currently NOT available).

39.8 The Cardmember understands that registration for CitiAlert shall be treated as registration for:

- ☒ Credit Card Mini Statement Alert
- ☒ Credit Card Payment Due Date Alert
- ☒ Confirmation of Credit Card Bill Payment Alert

- ✍ Credit Line Nearing Maximum Alert
- ✍ Citibank Online

- 39.9 The Cardmember understands that he can unsubscribe/modify his preferences from this service at any point in time as desired by him.
- 39.10 The Cardmember shall advise the Bank immediately in case of any change in any of the above details / information. The Cardmember agrees to provide any further information required by the Bank, from time to time, for the making available of the facility. The Cardmember certifies that the details in his relationship record are correct.
- 39.11 The Cardmember acknowledges that the Bank may, from time to time, send him information or promotional mail that will be useful to him over his mobile phone or through e-mail and that he can unsubscribe from this service at any point in time as desired by him. The Cardmember gives his consent to receive such information or mail.
- 39.12 The Cardmember agrees to avail of the Facilities on the Terms And Conditions stated herein and accepts and agrees to be bound by the said Terms And Conditions.

40. Citibank Mobile Banking Facility

- 40.1 The Cardmember accepts that the Bank has made available the Mobile Banking Facility in certain regions and to subscribers of mobile phones of certain specific CSPs. The Mobile Banking Facility may be made available in other regions in India as well as to subscribers of additional cellular telephone service providers, as will be notified by the Bank, from time to time.
- 40.2 The Cardmember is required to use only the mobile phone number advised by him to the or as subsequently changed by him by advising the Bank through oral or written instructions. The Cardmember acknowledges that the Bank may (but is not obliged to) verify his mobile phone number/default phone number along with his Account details prior to processing any instructions. The Cardmember is responsible for intimating to the Bank any change in his phone number or email address or Account details and the Bank will not be liable for sending Alerts or other information over the Cardmember's mobile phone number/e-mail address/fax number recorded with the Bank.
- 40.3 The Cardmember accepts that the Mobile Banking Facility operates within certain parameters and undertakes to use the specified codes transmitted to the Bank over his mobile phone for each transaction requested through Mobile Banking Facility. Unless the specified codes are properly transmitted to the Bank along with the required safeguards/ information, it will not be possible for the Bank to process the Cardmember's request and to that extent the Bank shall not be liable for non-compliance with any instructions given by the Cardmember.
- 40.4 The Mobile Banking Facility will be used by the Cardmember only for the purpose of communication of instructions to the Bank and for receiving the Alerts and for no other purposes.
- 40.5 Without prejudice to anything contained in the Terms And Conditions, the Cardmember shall continue to be subject to the Terms And Conditions applicable to use of his mobile phone as per his relationship with the CSP. The Cardmember will be liable to pay all air time and other charges which may be levied by the CSP as per the Terms And Conditions of the CSP and the Bank is in no way concerned with the same.

- 40.6 Joint Accounts: The facilities covered by the Terms And Conditions will be provided only in relation to Accounts held in sole name or which are operational by "either/survivor" instructions where the Cardmember is the primary signatory. In case of either/survivor operating instructions, the Bank may act on the instructions of either Account holder, so long as the Cardmember's HPIN/I-PIN/Q-PIN is entered or the Cardmember's notified mobile phone number is used.
- 40.7 Instructions/Triggers: Any instructions given through use of the Mobile Banking Facility shall be in addition to any SI and in case of conflict, the SI shall prevail. The SI may be changed specifically through CitiPhone Banking or Citibank Online or Citibank Mobile Banking or by written instructions.

Instructions may be given and triggers set in relations to all or any of the Cardmember's Accounts now existing or which may hereafter be opened with the Bank. The Bank will not acknowledge receipt of any instructions or triggers nor shall the Bank be responsible to verify any instructions or triggers or the Cardmember's T-PIN or H-PIN/I-PIN/QPIN or mobile phone number. The Bank will endeavour to give effect to instructions and triggers on a best-effort basis and as soon as practically possible for the Bank.

In the event of any instructions being capable of execution in two or more ways, the Bank may execute the instructions in any way as it may, in its sole judgment decide. The Bank may, in its discretion, not give effect to any instructions or triggers if the Bank has reason to believe (which decision of the Bank shall be binding on the Cardmember) that the instructions or triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any instructions or triggers are illegal or cannot be put into effect for any reasons whatsoever.

40.8 Receiving Alerts

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

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

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

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

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

40.9 Withdrawal or Termination of the Facilities

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

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

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

40.11 Disclaimer

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

40.12 Statements/Records

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

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

- 40.13 **Disclosure:** The Cardmember accepts that all information/instructions/triggers will be transmitted to and/or stored at various locations and be accessed by personnel of the Bank (and its affiliates/agents/third parties appointed by the Bank). The Bank is authorised to provide any information or details relating to the Cardmember or his Account to the CSPs or any service providers so far as is necessary to give effect to any instructions/triggers.
- 40.14 This service is currently open only to cellular subscribers in India. Subscriptions to Non-Resident Indians may be introduced at a later date.
- 40.15 **Liability and Indemnity:** The Cardmember shall not interfere with, alter, amend, tamper with or misuse in any manner whatsoever the Facilities and in the event of any damage due to improper or fraudulent use by the Cardmember, the Cardmember shall be liable in damages to the Bank. In consideration of the Bank providing the Facilities, the Cardmember agrees to indemnify and keep safe, harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith acting on omitting or effusing to act on any instructions given by use of the Facilities.
- 40.16 **Amendment:** The Bank may amend the Terms And Conditions contained hereinabove, at any time with prior notice to the Cardmember and such amended Terms And Conditions will thereupon apply to and be binding on the Cardmember.

41. Contact Details and Grievance Redressal:

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

- (i) 24-Hour CitiPhone Centers. The list of such service centers is provided on the reverse of the Card Statement, which is sent to the Cardmember.
- (ii) Through mail, by writing into Citibank Card Center, 766 Anna Salai, Chennai 600 002.
- (iii) Through e-mail by writing in at indiaservice@citicorp.com