

# CITI SMRT PLATINUM VISA CARDMEMBER'S AGREEMENT

Before you use the Card (as defined below), please read this agreement thoroughly. By signing on or using the Card, you are accepting the terms and conditions of this agreement. You acknowledge that the Card incorporates a stored value facility in the form of the ez-link Facility (as defined below), of which EZ-Link Pte Ltd is the holder and operator.

More information on the Card Program can be found at clause 22.

## 1. DEFINITIONS

1.1 When we use the following words in this agreement, they have the meanings as respectively set out below:-

### **ATM**

an automated teller machine or Card-operated machine, whether belonging to us or other participating banks or financial institutions or VISA Global ATM Network or their affiliated networks, which accepts the Card

### **Authority**

any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign

### **Basic Cardmember**

the person at whose request one or more supplementary Cards have been issued by us to supplementary Cardmembers

### **Business day**

refers to any day on which banks are open for business in Singapore other than Saturday, Sunday and gazetted public holidays in Singapore

### **Card**

means a Citi SMRT Platinum Visa Card issued by Citibank which incorporates the ez-link Facility and includes any Card issued in renewal or replacement thereof; and if more than one Card or if a supplementary Card is issued, includes such other Card(s)

### **Card account**

an account which you maintain with us in respect of the Card

### **Card transaction**

any credit Card transactions carried out whether by using the Card, the Card account number and/or the PIN or via TBS or otherwise, whether with or without your knowledge or authority (including a payment for any goods, services and/or benefits and a payment for any charitable purpose and any cash advance)

### **Cash advance**

a disbursement of funds in any currency

### **Cash interest rate**

interest rate applied on outstanding debit balances from Cash transactions as well as outstanding balances pursuant to any balance transfer programs after the expiry of the promotional tenure

### **Cash transactions**

Cash advance transactions, Quasi-cash transactions and related fee and interest charges

### **Citibank, Bank, we, our, us**

Citibank Singapore Ltd and its successors and any novatee, assignee, transferee or purchaser of Citibank Singapore Ltd's rights and/or obligations hereunder

### **Citigroup, Inc.**

Citigroup, Inc., a corporation incorporated in the United States of America

### **Citigroup Organisation**

any affiliate or subsidiary of Citigroup, Inc.

### **Collected Amount**

an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount.

### **Combined credit limit**

the maximum credit limit permitted by us, and communicated to you by us from time to time, in respect of which the total outstanding balance of your Card account must not exceed at any time and if you have more

than one Card account such limit shall be the maximum permitted for the total outstanding balance of all your Card accounts (excluding only any business Card account where the credit limit thereof is determined by the business member and excluding any credit limit assigned on your Citibank Ready Credit account)

**Communication**

includes all notices, demands, requests, instructions, including without limitation, stop payment instructions (or cancellation thereof in respect of any advice, statement of account, Card, PIN and all other communication

**Current balance**

your total liabilities outstanding and owing to us at any given time in connection with your Card account(s) and/or this agreement, including but not limited to all Card transactions, interest, charges, fees, costs, billed instalments and expenses (including legal costs), whether actual or contingent and whether incurred now or in the future

**Equipment**

any electronic, wireless, communication, transmission or telecommunication equipment, device or medium, including without limitation, the Internet, any computer or mobile phone, equipment, device, terminal or system or otherwise

**EZL**

EZ-Link Pte Ltd and its successors and assigns

**EZL Auto Top-up Facility**

the EZL Auto Top-up (EZ-Reload by Card) Facility for the ez-link Facility provided by EZL and paid for by you through the debiting of payments from your Card account. The terms of use this Facility is governed by EZL and can be found on the website of EZL at <https://www.ezlink.com.sg>.

**ez-link Facility**

the stored value facility, of which EZL is the holder and operator, which enables the users thereof to pay for travel on public transport services such as trains and buses operated by public transport operations such as SMRT Corporation Ltd and which may in the future also enable users thereof to, inter alia, make payment for goods and services (up to the amount of the stored value available for use under the terms and conditions applying to the facility) sold or offered by Qualified Merchants

**ez-link Transaction**

a transaction effected by you on the Card using the ez-link Facility

**Instalment plans**

a payment plan under which the billing for goods and services and/or a loan is made by way of equal instalments over the applicable tenure, including any associated interest

**Law or Regulation**

the law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with or between Authorities

**Outstanding unbilled instalment amount**

the sum of any unbilled instalment principal amount under an instalment plan and any associated interest or fees.

**Payment due date**

the date specified in the statement of account or where we are unable to send you a statement of account, such date that we may select by which payment of the current balance is to be received by us, and for the purpose of calculating interest

**Payment Infrastructure Provider**

a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks

**PIN**

Personal Identification Number issued by us to allow you to use the Card at an ATM to obtain cash advances

**Privacy Circular**

refers to the notification provided by us to explain the purposes for our collection, use and disclosure of personal data (as defined in the Personal Data Protection Act 2012 of Singapore), including amendments thereto

**Qualified Goods and/or Services**

the goods sold and/or the services rendered by Qualified Merchants

**Qualified Merchants**

persons engaged in the sale of the Qualified Goods and/or Services and who have entered or will be entering into agreements or arrangements with EZL or parties appointed by EZL to accept debits on the stored value on the ez-link Facility as a means of payment for such Qualified Goods and/or Services and may include but not be limited to public transport operators licensed by the relevant authorities in Singapore

**Quasi-cash transactions**

are transactions representing a purchase of foreign currency or items (including but not limited to, gaming chips, money orders, lottery tickets, traveler's cheques and precious metals) which may be convertible to cash, and may also include transactions such as the transfer of funds under a wire transfer money order, the funding of accounts and such other transactions as determined by the relevant Card association from time to time

**Representatives**

our officers, directors, employees, agents, representatives, professional advisers and Third Party Service Providers

**Retail interest rate**

interest rate applicable to outstanding balances arising from Card transactions other than Cash transactions pursuant to clause 7.1

**retail purchases**

means a purchase of any goods or services by the use of the Card and may, at our reasonable discretion and with reasonable notice, include or exclude any Card transaction as may be determined by us

**Revaluation Amount**

the amount specified in clause 14.5(b)(i) to be charged to your Card account for purposes of revaluing the ez-link Facility on the Card using the EZL Auto Top-up Facility.

**SMS**

short message service provided by your mobile service provider which:

- (a) we may use to send any communication to your mobile phone at the mobile phone number provided by you to us and as may from time to time be updated by you; and
- (b) for you to give us instructions in respect of your Card and/or Card account in accordance with our prescribed procedure prevailing at that time from your mobile phone at the mobile phone number provided by you to us and as may from time to time be updated by you

**statement of account**

a statement of account issued by us in respect of your Card account specifying the current balance and the minimum payment due for the specified period

**stored value**

the initial monetary value paid for and stored in the ez-link Facility on the Card or the residual value remaining therein from time to time, which value shall not at any time exceed \$100 or such other amount as EZL may stipulate from time to time

**supplementary Card**

a Card issued to a supplementary Cardmember

**supplementary Cardmember**

the person who is issued a supplementary Card

**Third Party Service Provider**

a third party selected by us or any Citigroup Organisation or Representative to provide services and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call centre service providers.

**Total outstanding balance**

sum of your current balance and any unbilled instalment principal amount

**TransitLink**

Transit Link Pte Ltd, an agent appointed by EZL, and its successors and assigns

**TransitLink Ticket Office**

the ticket sales office located in Mass Rapid Transit stations and bus interchanges operated by TransitLink and/or other agents appointed by

EZ-Link for the purpose of providing sales, revaluation, replacement and refund services for the ez-link Facility

**Unbilled instalment principal amount**

principal amount under an instalment plan less any billed instalment principal amount

**valid signature**

your signature which is identical to the specimen signature on your application for the Card and/or on the Auto-Sig Signature Card furnished to us

**you, your, Cardmember**

the person to whom the Card is issued and includes the Basic Cardmember and each and every supplementary Cardmember where the context requires

- 1.2 (a) "TBS" and "TBS Access Code" have the same meanings as set out in the terms and conditions relating to Telephone Banking Service.
- (b) Unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa; and reference to a person includes reference to a sole proprietor, partnership firm and company.
- (c) We use headings in this agreement for ease of reference but this agreement is not to be interpreted by reference to the headings.

**2. THE CARD**

**2.1 Collection of Card**

When your application is approved by us, we may send you the Card, and a renewal or replacement thereof, by ordinary post to the address we have on record for you. In the event you fail to receive the Card and unauthorized transactions occur on the Card account, you will not be liable for the balances arising therefrom provided you have not acted fraudulently or negligently. We are not liable to you for any loss or damage which you may suffer if you fail to receive the Card.

**2.2 After receipt of Card**

When you receive the Card, you must immediately sign on the Card. You are deemed to have accepted and agreed to this agreement when you retain or use the Card.

**2.3 Return of Card**

The Card remains our property at all times. You must immediately return the Card to us upon our request which we may make at any time in our reasonable discretion.

**3. COMBINED CREDIT LIMIT**

**3.1 Must not exceed combined credit limit**

Subject to clause 12.2, you must not use the Card such that the total outstanding balance exceeds your combined credit limit.

**3.2 Calculating if combined credit limit exceeded**

In calculating whether the combined credit limit has been exceeded, we may take into account the amount of any Card transaction which you have carried out but which has not been debited to your Card account and any proposed Card transaction for which we have given authorization to a third party.

**3.3 To pay excess if combined credit limit exceeded**

If you carry out any Card transaction which results in the combined credit limit being exceeded, whether with or without our prior consent, you must immediately pay us the amount in excess of the combined credit limit in such manner and to such account as we may in our reasonable discretion direct and we may communicate this direction to you by any means we deem fit. We reserve the right, without prejudice to any of our rights or remedies, to terminate your Card account with reasonable notice to you.

**4. FACILITIES AVAILABLE WITH THE CARD**

**4.1 Use during validity period**

You may use the Card to carry out Card transactions and ez-link Transactions during the validity period specified on the Card.

#### **4.2 Operating Card account via TBS**

We may, in our absolute discretion, issue without your request a TBS Access Code to allow you to operate your Card account via TBS. Your use or operation of the TBS is subject to the terms and conditions relating to TBS then prevailing.

#### **4.3 Card transaction by mail / telephone / facsimile / electronic mail / internet**

A request via mail, telephone, facsimile, electronic mail, internet or other means of communication to a merchant for the supply of goods and/or services to be charged to the Card account, whether made or authorized by you and whether a sales draft, voucher or document is signed by you, is a valid Card transaction and we will debit your Card account with such Card transaction.

#### **4.4 Cash advance within given limit**

You may obtain cash advances up to such limit as we may determine, whether or not such limit is notified to you.

#### **4.5 Cash advance subject to fees and charges**

Each cash advance obtained is subject to the fees and charges calculated according to clause 7.

#### **4.6 ez-link Facility**

The Card incorporates the ez-link Facility, the terms and conditions of which are set out in clause 14 below and as may be amended from time to time. You must always refer to the terms and conditions governing the use of ez-link Facility as published on <https://www.ezlink.com.sg> for the most updated version.

#### **4.7 Prohibited use of Card**

(a) You must not use the Card, and/or otherwise operate the Card account to pay the current balance.

(b) You shall not use and we will not permit the Card to be used to effect any Card transaction which would contravene the laws of any jurisdiction.

### **5. STATEMENT OF ACCOUNT**

#### **5.1 Sending periodic statement of account**

We will send you a statement of account on a monthly or other periodic basis as we deem fit but we may not send you a statement of account for any period during which your Card account is inactive or has been terminated.

#### **5.2 Statement is conclusive and binding**

You must inspect and examine the statement of account and notify us of any irregularity or error in the statement of account within 10 days from the date of the statement of account, failing which the statement of account is conclusive evidence of your liability in respect of the amounts stated therein save for our manifest or clerical error, provided that we are entitled, at any time and without liability, to rectify any irregularity or error in the statement of account.

### **6. PAYMENT**

#### **6.1 Current balance debited to Card account**

We will debit the current balance to your Card account.

#### **6.2 Liability for current balance**

Without prejudice to clause 6.5, you are liable to pay the current balance shown on a statement of account to be outstanding as at the date of that statement of account. You may, however, pay less than the specified current balance but you must pay at least the minimum payment (calculated according to clause 6.3), which we must receive on or before the payment due date.

#### **6.3 Minimum Payment and Overlimit Amount**

##### **Minimum Payment Amount**

The minimum payment amount is specified in your statement of account and is computed by taking 1% of the current balance plus 1% of any outstanding unbilled instalment amounts plus all interest charges (including interest for instalment payments) plus late payment charge or S\$50 whichever is greater, plus any overdue amounts. If the current balance is less than S\$50, the minimum payment amount shall be equivalent to the current balance.

### **Overlimit Amount**

The overlimit amount is the outstanding balance (including any unbilled balances) in excess of customer's combined credit Card limit and must be paid immediately. The overlimit amount is in addition to the total minimum payment amount.

#### **6.4 Pay interest and charges if current balance not paid in full**

If we do not receive the current balance specified in the statement of account in full on or before the payment due date, you must pay us the fees, interests and charges specified in clause 7.

#### **6.5 Pay total outstanding balance upon our demand**

Notwithstanding and without prejudice to any other terms and conditions of this agreement, you must pay within the period notified to you the total outstanding balance upon our demand which we may make at any time.

#### **6.6 Payment to be made in full**

You must pay us all sums due under this agreement in full without any deduction or withholding (whether in respect of set off, counterclaim, taxes, charges or otherwise) unless the deduction or withholding is required by law. If a deduction or withholding is required by law, you must immediately pay us an additional amount so that we receive an amount equal to the full amount which we would have received had no such deduction or withholding been made; and you must furnish us an official receipt of the relevant authority involved for all amounts so deducted or withheld.

#### **6.7 To pay GST**

Without prejudice to clause 6.6, you must pay, in addition to all other sums payable under this agreement, any goods and services tax ("GST", which expression includes any tax of a similar nature that may be substituted for it or levied in addition to it by whatever name called) which may be imposed by law, in respect of any sums payable to or received or receivable by us or any expenses incurred by us in connection with this agreement (except to the extent prohibited by law); and we will debit the same to your Card account.

#### **6.8 Payment in Singapore dollars**

You must pay us all sums due under this agreement in Singapore dollars. If we receive a payment in a currency other than Singapore dollars, we will convert it to Singapore dollars at such time and rate of exchange as we may in our reasonable discretion adopt in accordance with our usual practice. You must bear all exchange risks, and reasonable incurred losses, commission, fees and charges which may thereby arise.

#### **6.9 Transactions in Foreign Currencies and Transactions Processed Outside Singapore**

##### **a. Foreign currency transactions**

- (i) Card transactions (including online and overseas transactions) effected in US dollars and Australian dollars will be converted into Singapore dollars. Card transactions effected in foreign currencies other than US dollars and Australian dollars will be converted to US dollars before being converted into Singapore dollars. The conversion will take place on the date on which the transaction is received and recorded by us ("posting date"). The currency conversion will be based on our prevailing foreign exchange rate or an exchange rate determined by VISA depending on whether the conversion is done by us or VISA.
- (ii) In addition, the Card transaction will be subject to an administrative fee of up to 3.25% on the converted Singapore dollar amount if processed by VISA or such other rate(s) as determined by us and notified to you.

##### **b. Dynamic Currency Conversion**

- (i) If your Card transaction (including online and overseas transactions) is converted into Singapore dollars via dynamic currency conversion (a service offered at certain ATMs and merchants which allows a Cardmember to convert a transaction denominated in a foreign currency to Singapore Dollars at the point of withdrawal/sale), you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant or dynamic currency conversion service provider, as the case may be. You acknowledge that we do not determine whether a Card transaction will be converted into Singapore dollars via

dynamic currency conversion and, where your Card transaction is for a retail purchase, you may have to check with the relevant merchant whether such conversion was done.

- (ii) In addition, the Card transaction will be subject to an administrative fee of 1% levied by VISA on the converted Singapore dollar amount if it is a VISA Card transaction.

c. Singapore Dollars transactions processed outside Singapore

If the Singapore Dollars Card transaction (including online transactions) is effected:

- (i) with a local merchant whose payments are processed through an overseas intermediary; or
- (ii) with a merchant who is registered as an overseas merchant regardless of its actual location,

such Card transaction will be subject to an administrative fee of 1% on the transaction amount if the Card transaction is processed by VISA.

This charges will be charged on Card transactions including but not limited to any VISA retail Card transaction presented in foreign currency that you choose to pay in Singapore Dollars at point-of-sale via dynamic currency conversion or any online VISA retail Card transaction in Singapore Dollars which was processed outside Singapore. You may have to check with the relevant merchant whether such transaction was processed outside Singapore.

**6.10 Refund or credit**

We will credit your Card account with any refund in respect of a Card transaction or any payment or other credit due to you at such time as we may determine in accordance with our usual practice after our receipt of the amount of such refund, payment or credit in Singapore and conversion to Singapore dollars, where necessary, in accordance with clause 6.8. Any such refund, payment or credit credited to your Card account shall not be remitted to you unless we otherwise determine but shall be applied towards the full or partial discharge of the current balance.

**6.11 Payments to merchants**

You acknowledge and agree that:

- a. where any of your card transactions or the adding/provisioning of your card into any third party digital wallet has been authenticated by way of an OTP sent to your registered mobile number with us or to your Citi Mobile Token (where applicable) or by such other authentication methods as allowed by Citibank, any transactions so authenticated will be considered as authorised by you and you shall be liable for these card transactions and any card transactions made using the card so added/provisioned in the third party digital wallet. Accordingly, you agree to ensure that you will keep your OTP confidential and not disclose your OTP to anyone. The card transactions referred to above include transactions at 3DS merchants where "3DS" refers to the 3-Domain Secure protocol which is used by banks to authenticate online card transactions. Cardmembers can recognize the participating 3DS merchants by the logo of the 3DS schemes such as Visa's Verified-by-Visa and MasterCard SecureCode; and
- b. (i) where you have stored your card-on-file with a merchant or otherwise provided your card details to a merchant for payment purposes (including recurring payments); or
- (ii) where you have added your card details to any digital checkout solution offered by a merchant/relevant card association (including but not limited to Click to Pay) for payment purposes;

and your card details have been tokenized by the relevant card association in connection with the above, your card can continue to be used for payment to such merchants in accordance with your instructions to such merchants, even if your card has been renewed/replaced close to expiry or replaced due to it being damaged. Accordingly, you agree to be liable for these card transactions notwithstanding any change in the expiry date of your card. You acknowledge that you will need to check with your merchant/digital checkout solution provider whether your card details have been tokenized. If you do not wish for your card to be charged by the merchant as set out above, please contact the relevant merchant/digital checkout solution provider directly to remove your card details.

## 7. INTEREST AND CHARGES

7.1 If we do not receive your full payment of the current balance specified in the statement of account on or before the payment due date, you must pay daily interest at the rate of (i) S\$3.00 per month or (ii) at the retail interest rate or cash interest rate (where applicable) as set out in the statement of account, whichever is the greater, on:-

- (a) the amount of each unpaid Card transaction, or part thereof, listed in the current statement of account, from the date each such Card transaction was effected until the date of the current statement of account; and
- (b) the current balance specified in the statement of account, from the date of the statement of account until the day before the date when we receive payment of the current balance (entirely or partly); and
- (c) the current balance specified in the statement of account less any partial payment, from the date of such partial payment to the date of the next statement of account or the date when we receive full payment of the current balance, whichever is the earlier; and
- (d) the amount of each Card transaction debited to the Card account after the date of the statement of account, from the date each such Card transaction was effected until the date of the next statement of account or the date when we receive full payment of the current balance, whichever is the earlier.

7.2 **You must also pay:-**

- (a) **Late payment charge**  
a monthly late payment charge at a rate(s) determined by us and notified to you from time to time if we do not receive your full payment of the minimum payment amount specified in the statement of account on or before the payment due date; and
- (b) **Annual fee**  
a non-refundable annual fee; and
- (c) **Card renewal/replacement fee**  
a handling fee for the renewal or replacement of the Card; and
- (d) **Handling fee for dishonoured check/payment order**  
a handling fee of S\$25.00 if any check or other payment order tendered as payment to us is dishonoured for any reason; and
- (e) **Fee for foreign currency payment tendered to us; and**
- (f) **Interest on cash advance and quasi-cash transactions**  
interest calculated at the cash interest rate as set out in the statement of account (subject to a minimum charge of S\$3.00 per month) on each cash advance or quasi-cash transaction from the date of the cash advance or quasi-cash transaction, as the case may be, until we receive full payment; and
- (g) **Cash advance fee**  
a cash advance fee in respect of each cash advance you obtained calculated at the rate of S\$15 or 6% of the amount drawn, whichever is higher; and
- (h) **Administrative fee for production of documents**  
an administrative fee for our production or copying at your request, calculated as follows :-

Document	Administrative fee per copy
sales draft:	
(i) current to 2 months old	S\$ 5.00
(ii) more than 2 months to 1 year old	S\$ 15.00
statement of account:	
(i) current to 2 months old	S\$ 0.00
(ii) more than 2 months to 1 year old	S\$ 15.00
(iii) more than 1 year to 5 years old	S\$ 30.00
(iv) more than 5 years old	S\$ 100.00

- (i) **Service charge/administrative fee**  
a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your Card account, whether such service or action is referred to or contemplated in this agreement or otherwise; and
- (j) **Overlimit fee**  
S\$40 will be charged on the Card with highest balance on the statement billing date, if the total outstanding balance (including unbilled balance) of all credit Card(s) exceeds customer's combined credit limit on any day within the statement period.



(k) **Branch Service fee**

Service fee of S\$10.70 (inclusive of GST) is charged (on a per account basis) for each payment made to your Citi credit Card account(s) over the counter at Citibank branches.

7.3 **Variation of interest and charges**

We are entitled, in our reasonable discretion, to vary or determine, at any time and from time to time, the amounts, rates, types and/or basis of calculation of all interests, fees and charges payable by you under this agreement after giving reasonable notice. Without prejudice to the foregoing, such notice of changes of interests, fees and charges may be contained in the statement of account, which shall be effective from such date as we may specify. We may debit the same to your Card account and/or request that you pay the same on demand as we may deem fit.

7.4 **Payment of interest**

All interests and charges provided by this agreement to be payable by you are calculated on a 365/366 (leap year)-day year; and payable by you after as well as before judgment.

**8. PIN AND USE AT ATM**

8.1 **Issue of PIN**

We may in our absolute discretion issue a PIN to you and/or permit you to select or change the PIN via TBS. We may send you the PIN by ordinary post at your sole risk.

8.2 **Not to disclose PIN**

You must not disclose the PIN and must take all care to prevent the PIN from being disclosed to any other person.

8.3 **Liability for all Card transactions**

Subject to clause 9.3, you are liable for all Card transactions effected by the use of the Card at an ATM whether with or without your knowledge or authority, save in the case of our or our employees', fraud, gross negligence or willful default.

8.4 **Change/terminating use of PIN**

We are entitled at our reasonable discretion to change or terminate your use of the PIN at any time after giving reasonable notice.

**9. LOSS/THEFT/DISCLOSURE**

9.1 **Duty to prevent loss, theft and fraud**

You must keep the Card in a safe and secure place and ensure that the PIN and the TBS Access Code are not disclosed to any third party or kept with the Card and you must take all steps and precaution to prevent any forgery, fraud, loss or theft in respect of or in relation to the Card, the PIN and the TBS Access Code.

9.2 **Loss/theft/disclosure**

If your Card is lost, stolen or used by any other person or your PIN and/or TBS Access Code is disclosed to any other person, you must:-

- (a) immediately notify us; and
- (b) furnish to us a statutory declaration in such form as we will specify and/or a police report and/or any other information we may require.

9.3 **Liability for all Card transactions**

You are liable for all unauthorized Card transactions, whether they are effected as a result of the unauthorized use of the Card, the PIN and/or the TBS Access Code or otherwise.

Notwithstanding the foregoing, your liability for all unauthorized transactions on your Card which are effected prior to you notifying us shall be limited to S\$100 provided:-

- (a) you have fully complied with clauses 9.1 and 9.2;
- (b) you assist in the investigations and recovery; and
- (c) we are satisfied that such unauthorized Card transactions are not due to your negligence and that you have not acted fraudulently.

9.4 **Recovery of lost or stolen Card**

If the lost or stolen Card is recovered, you must immediately return to us the Card cut in half without using it. You must not use the PIN and/or the TBS Access Code after reporting to us that the PIN and/or the TBS Access Code has been disclosed to a third party.

9.5 **Issue of new Card/PIN**

We may, in our absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as we may deem fit.

## **10. TERMINATION OF CARD ACCOUNT**

### **10.1 Your option to terminate**

You may terminate your Card account if you:-

- (a) give us notice of termination; and
- (b) return to us the Card cut in half; and
- (c) pay us the total outstanding balance in full (including the amount of any Card transaction which you have carried out but which has not been debited to your Card account before we receive your Card), provided that such termination will only take effect after our receipt of the Card and full payment of the total outstanding balance including any Collected Amount, interest, charges and fees due or funds required to be made by Law or Regulation.

### **10.2 Our right of termination**

We are entitled in our reasonable discretion, at any time and after giving reasonable notice but without giving any reason and without any liability, to terminate your Card account and/or to demand immediate payment of the total outstanding balance, whether or not you are in default of this agreement and whether or not the total outstanding balance is due.

If we terminate your Card account for any reason, you must:-

- (a) immediately return to us the Card cut in half; and
- (b) pay the total outstanding balance in full (including such Card transaction which you have carried out but which has not been debited to your Card account before we receive your Card).

### **10.3 ez-link Facility also terminated**

Although the ez-link Facility and the EZL Auto Top-up Facility linked to the ez-link Facility may continue to be valid even after termination of the Card account, you are nevertheless strongly encouraged, upon such termination, promptly to obtain a refund of the stored value on the ez-link Facility and thereafter to return the Card to us or to cut in half or otherwise to destroy the Card. Any refund of the stored value on the ez-link Facility will be effected in accordance with clause 14.6 below. Should you destroy the Card by cutting it in half or otherwise prior to effecting the refund, you shall not be entitled to any refund of the remaining stored value on the ez-link Facility.

### **10.4 Our rights not prejudiced**

Our rights and remedies shall not be determined, affected or prejudiced by, and the total outstanding balance shall immediately become due and payable in the event of your bankruptcy, insanity, death or other legal disability, and you or your representative shall be bound to immediately return to us the Card cut in half, and pay the total outstanding balance in full (including all liabilities incurred by you or notified to us after such occurrence of any of the foregoing events).

### **10.5 Obligations continue**

We will not refund you the annual or other fees in respect of your Card account in the event of the termination of the Card account by either party and your obligations and liabilities under this agreement will continue notwithstanding the termination of your Card account by either party for any reason.

## **11. SUPPLEMENTARY CARD**

### **11.1 Issue of supplementary Card**

We may issue a supplementary Card to a person nominated by the Basic Cardmember and approved by us as a supplementary Cardmember, in which event this clause 11, in addition and without prejudice to the other terms and conditions of this agreement, applies. The Basic Cardmember acknowledges that we may, in our discretion, allow the supplementary Cardmember to activate the digital version of his/her supplementary Card, prior to receipt of the physical version of such supplementary Card. The digital version of the supplementary Card (comprising of the digital Card credentials), may be used by the supplementary Cardmember to perform transactions on the relevant supplementary Card. In such event, both Basic and supplementary Cardmember will be liable for the transactions performed using the digital version of the supplementary Card in accordance with this clause.

### **11.2 (a) Communication**

All communication will be sent or given in accordance with this agreement to the Basic Cardmember. All communication sent or given to the Basic Cardmember or the supplementary Cardmember is deemed to be sent or given to both.

(b) **Bound by all instructions**

The Basic Cardmember and each supplementary Cardmember agree to be bound by all instructions and requests made or purportedly made by any of them or any third party authorized in writing by the Basic Cardmember to operate the Card account.

11.3 **Applicable credit limit**

Each supplementary Cardmember must not carry out Card transactions such that the outstanding balance incurred by such supplementary Cardmember exceeds the lower of the credit limit assigned to such supplementary Cardmember or the account credit limit. The Basic Cardmember and all supplementary Cardmembers must not carry out Card transactions such that the total outstanding balance respectively incurred by them exceeds the combined credit limit.

11.4 **Basic Cardmember's liability**

The Basic Cardmember is liable for the total outstanding balance in respect of his Card and all supplementary Cards issued on his Card account.

11.5 **Supplementary Cardmember's liability**

The supplementary Cardmember is liable only for that part of the total outstanding balance in respect of his supplementary Card; he is not liable in any way for such part of the total outstanding balance in relation to the Card issued to the Basic Cardmember and any supplementary Card issued to any other supplementary Cardmember.

11.6 **Liabilities not affected by counterclaim/set-off**

All undertakings, liabilities and obligations owing to us under this agreement by the Basic Cardmember and the supplementary Cardmember will not be prejudiced or affected in any way by any dispute or counterclaim or right of set-off which the Basic Cardmember and the supplementary Cardmember may have against each other.

11.7 **Discharge/waiver of liabilities**

The discharge or waiver of any liability of the supplementary Cardmember for any reason will not prejudice or affect the undertakings, liabilities and obligations of the Basic Cardmember or our rights and remedies against the Basic Cardmember and vice-versa provided always that the respective liabilities of the Basic Cardmember and the supplementary Cardmember will only be to the extent as provided herein.

11.8 **Appropriation of payment by Basic Cardmember**

- (a) Without prejudice to the other terms and conditions of this agreement, the Basic Cardmember hereby agrees and/or undertakes to procure that all payments required to be paid under this agreement from any source, will be made without any instruction to us as to the manner in which such payments are to be appropriated.
- (b) We have the right, in our sole and reasonable discretion, to appropriate all such payments in the manner we deem fit, notwithstanding any instructions given to us at the time of such payment.
- (c) Without prejudice to our reasonable right of appropriation, we may appropriate all such payments firstly in reduction or extinction of such part of the current balance incurred by the Basic Cardmember and secondly in reduction of such part of the current balance incurred by the supplementary Cardmember, such secondary appropriation to be in such order and in such manner as we deem fit in our absolute discretion.

11.9 **Disclosure of information**

Without prejudice to clause 15, we are hereby authorized by the Basic Cardmember to disclose, in our absolute discretion, particulars of the Basic Cardmember or the Card account to the supplementary Cardmember and to such other persons as we deem fit to make such disclosure in the course of enforcing our rights under this agreement or preliminary thereto.

11.10 **Termination of use of supplementary Card**

The Basic Cardmember is entitled at any time to terminate the use of any supplementary Card, and the supplementary Cardmember may terminate the use of his supplementary Card, at any time in accordance with clause 10.1. Unless and until we receive such supplementary Card, we will not be bound by or accede to any instruction given by the Basic Cardmember or any supplementary Cardmember to terminate the use of such supplementary Card. The respective obligations and liabilities of the Basic Cardmember and the supplementary Cardmember under this agreement

will continue notwithstanding that the use of such supplementary Card is terminated.

## **12. DISCRETION**

### **12.1 May not allow Card transactions**

Without prejudice to any of our rights and remedies, we are entitled to, at any time in our reasonable discretion and without giving any reason or notice, refuse to approve any proposed Card transaction notwithstanding that the total outstanding balance, if the proposed Card transaction was debited to the Card account, would not have exceeded the combined credit limit.

### **12.2 Allowing total outstanding balance to exceed combined credit limit**

Without prejudice and notwithstanding the other provisions of this agreement, we may allow or approve any Card transaction which will result in the total outstanding balance exceeding the combined credit limit.

### **12.3 Suspension of Card account**

Notwithstanding and without prejudice to the other provisions of this agreement, we are entitled at any time in our absolute discretion from a risk management perspective and if required by the relevant authority or under any Law or Regulation, without notice to you and without giving any reason, suspend your right to use the Card entirely or in respect of specified facilities.

### **12.4 Discretion in relation to Card/facilities**

Notwithstanding and without prejudice to the other provisions of this agreement, we are entitled to, at any time in our reasonable discretion without reasonable notice and without giving any reason:-

- (a) increase or decrease the combined credit limit; and/or
- (b) refuse to re-issue, renew or replace the Card; and/or
- (c) introduce, amend, vary, terminate or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with your Card account and your being a Cardmember (e.g. preferential interest rate balance transfer programs, instalment plans, exclusive invitations to events, access to health, travel, credit balance repayment insurance offered in collaboration with key insurance companies) whether specifically relating to you or generally to all Cardmembers. Updated information on the benefits, services, facilities and privileges will be provided by us via such means as we deem appropriate including via our online portal [www.citibank.com.sg](http://www.citibank.com.sg).

### **12.5 Change of Card account number**

- (a) We may at your request or at any time without incurring any liability or giving any reason, and upon giving you notice, change your Card account number; and issue a replacement Card; and transfer the total outstanding balance and all credits (if any) from your original Card account to the new Card account. After we have given you such notice, you must immediately return to us the Card cut in half.
- (b) Your obligations and liabilities under this agreement will not be affected or prejudiced by such change of your Card account number and this agreement. You may be required to re-establish your direct debit authorizations/GIRO instructions by providing your new Card account number to the relevant billing organization and/or by providing updated instructions to us as we may require. In such instances, Citibank will not be liable for any damage, loss, claims which may arise from your failure to do the above.

### **12.6 Discretion to handle credit balance in Card account**

We shall be entitled to pay the credit balance (if any) on the Card account to the Basic Cardmember (or to the Basic Cardmember's executor(s) or administrator(s) in the event of the Basic Cardmember's death) and shall not be obligated to enquire about the beneficial rights to such funds.

Without prejudice to the generality of the foregoing and subject to clause 17.2, if the credit balance on the Card account is at any time more than S\$30,000 (or such other amount as we may from time to time in our discretion determine), we shall be entitled to:

- (i) transfer all or any part of such credit balance on the Card account by way of funds transfer to any of the Basic Cardmember's account(s) with us, including banking account(s), provided that if any account(s) that the Basic Cardmember has an outstanding balance(s), such funds will be applied to set-off such outstanding balance(s) first; or

- (ii) pay all or any part of such credit balance by such mode as we determine appropriate including by way of cheque or cashier's order to the Basic Cardmember.

#### **12.7 Wrongful credit**

Notwithstanding any statements of account or notices sent by us to you, we have the right, in our reasonable discretion, to reverse any entry, demand refund of and/or debit your Card account in respect of any overpayment or wrongful credit into your Card account.

### **13. RECURRING/INSTALMENT PAYMENTS**

#### **13.1 Authorization and payment**

If you use the Card to purchase goods or services by instalments or to make payments on a recurring basis, you thereby authorize us to pay such instalments for you as they become due and you agree to make payment for each such instalment when we debit the same to your Card account.

#### **13.2 Automatic transfer to new Card account**

If you are issued with a replacement Card with a different Card number, you will need to re-establish any recurring payment instructions you have with your respective billing organization(s) to avoid any disruption to your bill payments and/or lapses in your policies (where applicable) and we will not be liable for any loss or damages incurred by you in connection with your failure to do such update. Further, if your recurring payment instruction is with a Specified Organisation named in <http://citibank.com.sg/recurringmerchants>, you agree that we may, but are not obliged to, automatically charge your bills to such replacement Card.

#### **13.3 Suspension/Termination of account**

If your right to use the Card is suspended or your Card account is terminated, we may at our option and without prejudice to any of our rights and remedies, stop paying the said instalments for you, or bill the aggregate sum of the remaining instalments to you forthwith.

#### **13.4 Other terms and conditions**

You also agree to be bound by any other specific terms and conditions governing such recurring/instalment payment scheme. In the event of conflict, such specific terms and conditions are to prevail over the provisions of this clause but only to the extent necessary to give full effect to those terms and conditions.

### **14. THE EZ-LINK FACILITY**

#### **14.1 Holder and operator of the ez-link Facility**

- (a) You acknowledge that EZL is the holder and operator of the ez-link Facility and that EZL operates the ez-link Card system in respect of your use of the ez-link Facility incorporated in the Card.
- (b) You agree (i) to comply with all the notices, guidelines, rules and instructions pertaining to the use of the ez-link Facility as issued by EZL from time to time, including operating rules and/or policies that may be published from time to time by EZL, provided that, in the event of any discrepancy or inconsistency between the provisions of this agreement and such operating rules and/or policies that may be published from time to time by EZL, the provisions of this agreement shall prevail; (ii) to abide by all applicable laws and regulations in the use of the ez-link Facility; (iii) not to tamper or allow anyone to tamper with the ez-link Facility; (iv) to use the ez-link Facility only as a means of payment for Qualified Goods and/or Services; (v) not to intentionally deface, damage and/or destroy the Card; (vi) to take proper care of the Card to avoid damage to the Card; and (vii) not to affix, print, attach and/or place any markings, stickers, objects and/or any other material onto the Card or to otherwise alter, remove and/or replace any notices, trade marks, trade names, logos, artwork or designs on the Card.
- (c) You acknowledge that the provisions of this agreement, insofar as they relate to the ez-link Facility, are issued for and on behalf of EZL and for EZL's benefit.

#### **14.2 Validity of the ez-link Facility**

- (a) You acknowledge that EZL may, at its discretion, blacklist the ez-link Facility incorporated into your Card if:
  - (i) EZL suspects the Card of being counterfeited, stolen, tampered with or fraudulently issued or procured; or

- (ii) the ez-link Facility incorporated into the Card has been fraudulently or illegally revalued; or
  - (iii) the Card or the ez-link Facility is, or EZL suspects the Card of being, faulty, damaged or invalid for use; or
  - (iv) we terminate the Card account in accordance with clause 10.2 above.
- (b) Where EZL has blacklisted the ez-link Facility incorporated into your Card as aforesaid, you shall not be entitled to use the ez-link Facility and the stored value on the blacklisted ez-link Facility shall not be refunded except with our approval or the approval of EZL.

#### 14.3 **Payment for Qualified Goods and/or Services**

- (a) The ez-link Facility incorporated into your Card shall and can be used as a means of payment for Qualified Goods and/or Services, provided that EZL and/or the Qualified Merchants may reject the use of the ez-link Facility for payment of Qualified Goods and/or Services if:-
- (i) the ez-link Facility has expired; or
  - (ii) the Card is suspected to have been fraudulently issued, stolen or tampered with or may in any way pose a risk to the ez-link system; or
  - (iii) the stored value on the ez-link Facility is insufficient or has been exhausted; or
  - (iv) the ez-link system is unable to process the payment for any reason whatsoever or if a force majeure event arises which disables and/or prevents the Qualified Merchants from accepting and/or processing the ez-link Facility as a means of payment; or
  - (v) the ez-link Facility has been blacklisted.
- (b) You agree that each of the Qualified Merchants is responsible for deducting payment for Qualified Goods and/or Services that you have agreed with the Qualified Merchant or are agreeable (with the Qualified Merchant) to pay from the stored value, in such manner as may be required by such Qualified Merchant.
- (c) The Qualified Merchants accepting the use of the ez-link Facility may be changed from time to time without prior notice.

#### 14.4 **Qualified goods and/or services of Qualified Merchants**

You acknowledge that neither we nor EZL nor any of our agents is involved in the provision of the Qualified Goods and/or Services offered by any Qualified Merchant accepting the ez-link Facility for payment. Neither we, EZL nor any of our agent shall be liable in any way for the Qualified Goods and/or Services sold, rendered or provided by the Qualified Merchants (including without limitation any defect, disruption, failure or unavailability of or relating to any of such Qualified Goods and/or Services, as the case may be) or for any other disputes concerning the Qualified Goods and/or Services, all of which shall be the sole responsibility of the Qualified Merchants.

#### 14.5 **EZL Auto Top-up Facility**

- (a) You acknowledge that the Card incorporates an EZL Auto Top-up Facility which you must activate prior to usage by following the instructions for activation as published on <https://www.ezlink.com.sg>. Citibank will not be responsible for the activation of the EZL Auto Top-up Facility and any loss or damage caused to you in connection with such activation process. The EZL Auto Top-up Facility enables the ez-link Facility incorporated into your Card to be revalued automatically (by debiting from the Card account) when the remaining stored value in the ez-link Facility incorporated into your Card reaches zero or becomes negative.
- (b) In consideration of the provision of the EZL Auto Top-up Facility by EZL and Citibank, you hereby agree that:
- (i) at your activation of the EZL Auto Top-up facility (as mentioned in clause 14.5(a), the default value as specified by you will be automatically debited from the Card account and credited to the ez-link Facility incorporated into the Card. The default value or such other revaluation value specified by you, are hereinafter each referred to as the "Revaluation Amount";
  - (ii) EZL shall be entitled to charge a convenience fee of such sum which EZL may stipulate from time to time for each Top up under the EZL Auto Top-up Facility, and Citibank shall be authorized to debit such convenience fee from the Card account;
  - (iii) at EZL's request, Citibank shall be authorized to hold and set aside the Revaluation Amount from the available balance on

your Card account (a) upon the issuance of your Card (including any replacements thereof) up to the time the EZL Auto Top-up Facility is activated and (b) when the stored value on the ez-link Facility on the Card falls below S\$20 (or such other amount which Citibank and/or EZL may stipulate from time to time); and

- (iv) Citibank shall be entitled to charge the Card account for the Revaluation Amount and convenience fee after each Top-up under the EZL Auto Top-up Facility.
- (c) Notwithstanding anything to the contrary herein contained, you agree that a minimum period of 3 days must elapse between each Top-up under the EZL Auto Top-up Facility. EZL shall not be obliged to revalue the ez-link Facility with another Revaluation Amount until after the Card account has been successfully debited for any previous Revaluation Amounts.
- (d) You further agree (i) to provide EZL with any information as may be reasonably requested by EZL in relation to the issue, use and cancellation/termination of the EZL Auto Top-up Facility on the Card, and to render any and all necessary assistance to EZL and/or any agents appointed by EZL in relation to any investigation relating to the use of the EZL Auto Top-up Facility; and (ii) to be responsible for all transactions made by the use or purported use of the Card by any person whether with or without your knowledge.
- (e) In the event that EZL fails to receive payment for the EZL Auto Top-up Facility in respect of any Revaluation for any reason whatsoever, EZL shall have the right to do any or all of the following:
  - (i) recover from the Cardmember the amount payable and all costs incurred (including legal costs on a full indemnity basis) for the recovery of such payment;
  - (ii) suspend the use of any or all devices incorporating the EZL Auto Top-up Facility which have been issued in respect of your Card account for such period as may be determined by EZL.
  - (iii) terminate the EZL Auto Top-up Facility;
  - (iv) disqualify you from applying for, being considered for and/or successfully accepted under the EZL Auto Top-up for any new EZL Cards for such length of time as may be determined to be appropriate by EZL; and
  - (v) deduct or set-off any monies owing to EZL from the remaining stored value and any deposit paid in respect of any Card incorporating the EZL Auto Top-up Facility issued or held in respect of your Card account or by you.

#### 14.6 Refunds

- (a) If the EZL Auto Top-up Facility on your Card has been activated, all refunds of the stored value remaining on the ez-link Facility (whether valid or expired) will be effected into your Card account.
- (b) If the EZL Auto Top-up Facility on your Card has not been activated or has been deactivated by you, you may obtain a refund in cash of the stored value remaining on the ez-link Facility.
- (c) The amount of the refund shall be as determined by EZL or us and will be refunded free of interest. However, no refund of the stored value will be made on any expired ez-link Facility after 7 years from the expiry of the relevant validity period of the ez-link Facility whereupon you shall have no claim against us and/or EZL in respect of the stored value remaining on the ez-link Facility. Any refund (whether on expired or valid ez-link Facility) may be subject to an administrative fee as prescribed from time to time by Citibank or EZL.
- (d) Other than as provided in sub-paragraph (c) above, neither we nor EZL nor any of our respective agents shall be obligated to make a refund to you or to process your request for refund on the ez-link Facility (whether valid or expired). Notwithstanding the foregoing provision, we, EZL or any of our respective agents may at our absolute discretion make a refund or process a refund in respect of the stored value or any part thereof, and any such refund may be made and/or processed subject to conditions imposed by us, EZL and/or any of our respective agents. Neither we nor EZL nor any of our respective agents shall be obliged to effect an immediate refund, and may, in our absolute discretion, effect any refund in such manner and upon due verification as it deems fit.
- (e) In any case, neither we nor EZL will be liable to make a refund of the stored value if :-
  - (i) the encoded data for the ez-link Facility is erased wholly or in

- part, or otherwise altered or interfered with as determined by us or EZL; or
- (ii) the electronic data and the external Card number for the ez-link Facility are not reliably readable for any reason whatsoever as determined by EZL and/or its agents; or
  - (iii) the Card and/or the ez-link Facility incorporated in the Card is faulty, damaged or invalid for use whether intentionally or by your failure to take proper care of the Card as determined by either EZL or Citibank; or
  - (iv) the Card is counterfeited, stolen, tampered with or fraudulently issued or procured; or
  - (v) the ez-link Facility has been fraudulently or illegally revalued.
- (f) Where the electronic data and the external Card number for the ez-link Facility are not reliably readable for any reason, EZL and/or its agents may in its discretion allow a deferred refund of the residual stored value on the ez-link Facility based on the available system records of EZL and/or its agents.
- (g) You shall, upon receipt of the refund, be deemed to have accepted the amount thereof as correct, and agrees to discharge each of us, EZL and our respective agents from any liability whatsoever to you, including but not limited to any shortfall or error in the amount of such refund.
- (h) The determination by us, EZL and/or any of our respective agents as to the residual stored value of the ez-link Facility incorporated on the Card shall be final and conclusive. For the purpose of such determination, the residual stored value as determined by us, EZL and/or any of our respective agents from either the value encoded in the ez-link Facility (where the electronic data relating to the ez-link Facility is reliably readable) or the records of EZL or ourselves or the information generated by the ez-link system shall, save for manifest error, be deemed to be conclusive and binding against you.

#### **14.7 Fault or corruption in the ez-link Facility**

- (a) If you suspect any fault or corruption in the ez-link Facility incorporated in your Card, you should approach us for assistance. If the ez-link Facility is indeed faulty or corrupted, the stored value of the ez-link Facility will be refunded to you in accordance with the procedures described in clause 14.6 above, and a new Card will be issued to you at your request and subject to our usual procedures for Card issuance and provided however that we reserve the right not to issue a new Card if either EZL or ourselves determine that:
- (i) the Card has been damaged or tampered with whether intentionally or by failure to take proper care of the Card or otherwise used or handled in breach of the provisions of this Agreement; or
  - (ii) the external Card number for the ez-link Facility is not reliably readable for any reason whatsoever.
- (b) The determination by us or EZL or any of our respective agents as to the amount of stored value where the ez-link Facility is found to be defective shall be final and conclusive. EZL and Citibank reserve the right to subsequent adjustments to such determination should any transaction records received late indicate a different value than that determined at the time of replacement.

#### **14.8 Loss of Cards**

You are responsible for safeguarding your Card against loss, damage or theft, and ensuring that your Card is not used by any person without your permission. Citibank, EZL, any of their respective agents and the Qualified Merchants accepting the Card for payment for Qualified Goods and/or Services using the ez-link Facility incorporated on the Card are not responsible for any financial losses incurred due to the loss of the Card and have no obligation whatsoever to prevent the use of the ez-link Facility on a lost Card by any person other than you.

### **15. RELEASE OF INFORMATION**

#### **15.1 Disclosing information relating to you**

We may, whenever we consider it in our interest, at any time and without liability to you, whether before or after termination of your Card account, disclose any information relating to you or any Card transaction or your Card account or any other account which you may have with us (including information we obtain from third parties such as any credit bureau



recognized by the Monetary Authority of Singapore ("MAS") under or pursuant to the Banking Act (Chapter 19)), to any third party as we may deem fit at our reasonable discretion, including, without prejudice to the generality of the foregoing, Citibank, N.A.'s branches, subsidiaries and affiliates worldwide, our servants, agents, correspondents, and/or independent contractors; any person authorized by you to operate your Card account; any person involved in facilitating, effecting, processing or providing any facilities or services in respect of or in connection with your Card account and/or this agreement; any merchant, bank or financial institution; any government agency, statutory board or authority in Singapore or elsewhere; and any other person to whom we consider it in our interest to make such disclosure.

Without prejudice to the generality of the foregoing, where we are a member of, or subscriber for the information sharing services of, any credit bureau recognized by the MAS under or pursuant to the Banking Act (Chapter 19), you expressly authorize:-

- (a) us to transfer and disclose to any such credit bureau; and
- (b) any such bureau to transfer and disclose to any fellow member or subscriber as may be recognized as such by MAS, any information relating to you and/or your Card account and/or any other account which you may have with us (and for such purposes) as may be permitted under or pursuant to the Banking Act (Chapter 19). You further authorize:
  - (i) the transfer and disclosure of any information relating to you, the Card account and any Card transactions and ez-link Transactions effected by you using the Card to EZL, SMRT Corporation Limited ("SMRT") and any third party as Citibank, EZL and/or SMRT may deem necessary for the purposes of and/or in connection with (but not limited to) the provision of the Card, the ez-link Facility, the EZL Auto Top-up Facility and any other services relating to the Card; and
  - (ii) the disclosure by EZL, SMRT or the above mentioned third parties of any such information as may be required by any applicable law, court, regulator or legal process or to any third party (including any vendor) working with EZL and SMRT in connection with the provision of the ez-link Facility, the EZL Auto Top-up Facility and any other services relating to the Card.

## 15.2 **Permission for disclosure/Privacy**

You agree that your signing of the Card application form shall constitute your written permission for any such disclosure for the purposes of Section 47 and the Third Schedule of the Banking Act (Chapter 19) or for any other disclosure required by Law or Regulation.

You agree to the terms of, and that we may collect, use and disclose personal data in the manner and for the purposes as described in the Privacy Circular, which is deemed to be incorporated by reference into this clause 15.2.

For the purpose of complying with applicable Law or Regulation, you agree to waive any bank secrecy, privacy or data protection rights related to your Card account.

## 15.3 **Disclosure upon assignment and novation**

You hereby consent, in connection with any, or any proposed, novation, assignment, transfer or sale of any of our rights and/or obligations with respect to or in connection with your Card account(s) and any facilities and services available in connection with the Card to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such, or such proposed, transaction, to the disclosure, to any such person, by us, of any and all information relating to you, your Card account(s) with us, this agreement and any security, guarantee and assurance provided to secure your obligations thereunder and any other information whatsoever which may be required in relation thereto.

## 16. **COMMUNICATION AND SERVICE OF DOCUMENTS**

### 16.1 **Sending communication to you**

We may send all communication to you by leaving it at, or by sending it by ordinary post to, your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) or by facsimile transmission to your facsimile number as may be provided to us or to our solicitors. Notwithstanding the above, we may also contact you via telephone, electronic mail,

short message service provided by telecommunications providers, or such other means, to provide you with account related information (including informing you about your account payment status). You shall inform us upon receipt of communication that is garbled, incomplete or inaccurate or which is not intended for you and you agree to delete all such information from your equipment immediately.

#### 16.2 **When communication deemed to be received by you**

All communication is deemed to have been received by you on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered); or at the time of transmission if sent by facsimile transmission, electronic mail and/or SMS.

#### 16.3 **Communication to us**

- (a) Unless otherwise provided in this agreement, all communication, requests and instructions from you may be personally delivered to us in writing; or sent by registered post, electronic mail or SMS to us in accordance with our prescribed verification procedure prevailing at the time.
- (b) We may in good faith and without any liability to you regard any communication given by you which are referable to you in accordance with our prescribed verification procedure prevailing at that time as authentic and duly authorised and shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the communication or to verify the accuracy and completeness thereof. We may, at our discretion, provide for additional security measures or verification procedures, including but not limited to, specific electronic mail and/or SMS confirmatory authorisation. The communication given by you to us shall be deemed to be irrevocable and binding on you notwithstanding that they may be given in error, lack clarity or reasonably capable of being misunderstood, inaccurate or incomplete. You shall inform us immediately upon your awareness of and/or knowledge of any communication which is unauthorised, given in error, forged, fraudulent, unclear or reasonably capable of being misunderstood, garbled, inaccurate or incomplete and rectify the same promptly.
- (c) Unless otherwise provided in this agreement, all communication from You will take effect only after one (1) business day or such other period determined in our reasonable discretion after the actual receipt by our relevant officers in charge of the subject matter of such communication.
- (d) We will not be liable for any loss or damage suffered or incurred by you howsoever or whatsoever arising from or in connection with:
  - (i) any use of electronic mail or SMS services; or
  - (ii) any failure to follow prevailing instructions, procedures, form and directions prescribed by us for the provision of any communication to us; or
  - (iii) any failure to use electronic mail services and/or SMS procedures or forms which are prescribed by us; or
  - (iv) any failure, suspension, interruption, cessation, delay, disruption, errors, defects or fault in third party equipment, software, hardware, Internet, Internet browsers, online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system; or
  - (v) any failure, suspension, interruption, cessation, delay, disruption, errors, defects or fault in the transmission of communication to us or authorizations or acknowledgements from us or any wrongful interception of any communication through any online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system whether or not owned, operated or maintained by you, us or any other person beyond our reasonable control; or
  - (vi) any delay or refusal by us, in our reasonable discretion, to execute any communication that may be validly be given by you or authenticated by you including for reasons due to applicable law; or
  - (vii) any capacity inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks and hacking incidents (except in the case of our fraud, gross negligence or willful default), or
  - (viii) any corruption or loss of any data or communication stored in

any equipment or in the course of transmission thereof through online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system including any errors generated in the transmission of any communication beyond our reasonable control; or

- (ix) our failure to acknowledge any communication sent by you to us; or
- (x) your provision of wrong or inaccurate information including your mailing address, electronic mail address or mobile phone number to us or your failure to update us of any change or proposed change in your electronic mail address or mobile phone number; or
- (xi) your failure to regularly check for correspondence from us in accordance with clause 16.1.

#### **16.4 Notify changes of particulars**

You must notify us promptly if:-

- (a) you intend to reside outside Singapore; and/or
- (b) there is any change or proposed change in the particulars which you have given to us (including but not limited to your name, identification numbers, mailing, home, electronic mail or office address, your home, office, facsimile, telephone number including mobile number and your employment) and you must immediately provide us with any or other information and documents as we may require from time to time in our absolute discretion.

#### **16.5 Service of legal process**

- (a) We may serve a writ of summons, statement of claim or other legal process or any other document requiring personal service in respect of any action or proceedings under this agreement on you by leaving it at, or sending it by pre-paid airmail, local ordinary post or local registered post to, your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business), or by telex, facsimile or electronic mail to your telex, facsimile or electronic mail address as may be provided to us or to our solicitors. Nothing in this clause shall affect our right to serve legal process in any other manner permitted by law.
- (b) Such legal process or document shall be deemed to have been duly served on you on the day it was personally delivered or transmitted by telex, facsimile or electronic mail or if sent by post, on the day immediately after the posting, notwithstanding that it may be returned to us undelivered.

#### **16.6 Miscellaneous**

Notwithstanding anything in this agreement, all communication from us may be sent to your electronic mail address or mobile phone number as provided by you to us. You represent that you are the registered owner on record of the electronic mail address or mobile phone number that you have provided to us.

#### **16.7 Other Products and Services**

As our customer, you have access to a suite of financial products and services availed by ourselves, our affiliates and strategic partners designed to help you address and achieve your financial needs and goals. You agree that you can obtain information about such Products and Services via our website [www.citibank.com.sg](http://www.citibank.com.sg) and you further agree that we can from time to time communicate information in relation to such Products or Services to you specifically or generally to all Cardmembers via such communication mode as we consider appropriate.

"Products" refers to products which we may make available to you from time to time, including but not limited to those products listed under the general section in the Citibank Singapore Global Consumer Banking Terms and Conditions entitled "PRODUCTS" and as set out in our online portal [www.citibank.com.sg](http://www.citibank.com.sg).

"Services" refers to the services which we may make available to you from time to time, including but not limited to those services listed under the general section in the Citibank Singapore Global Consumer Banking Terms and Conditions entitled "SERVICES" and as set out in our online portal [www.citibank.com.sg](http://www.citibank.com.sg).

### **17. APPROPRIATION OF PAYMENT/RIGHT OF SET-OFF**

#### **17.1 Right of appropriation**

- (a) We shall be entitled in our reasonable discretion to apply and

appropriate all payments received by us in such a manner or order of priority as we may deem fit, notwithstanding any specific appropriation of such sums by you or any person making such payment. Without prejudice to the generality of the foregoing, we may apply payments received by us in the following order of priority:

- (i) all billed but unpaid interest, fees and charges;
  - (ii) all unpaid balance transfer balances, cash advances, instalment plans, Card transactions shown in any previous statements of account;
  - (iii) all unpaid balance transfer balances, cash advances, instalment plans, Card transactions shown in the current statement of account; and
  - (iv) all unpaid balance transfer balances, cash advances, instalment plans, Card transactions not yet included in any statement of account.
- (b) For each category of unpaid balances referred to in each of sub-clauses 17.1(a)(ii), (iii) and (iv):
- (i) the balances with the highest applicable interest rate will be repaid in priority to the other balances within such category; and
  - (ii) where the interest rate applicable to any unpaid balance transfer balances within such category is the same, payments received by us will reduce the balances transferred under the latest fund transfer program (after it has been reflected in your statement of account) first, notwithstanding that you may have unpaid balance transfer balances from earlier fund transfer programs.

#### **17.2 Right of set-off**

- (a) We may at any time and from time to time and without liability in any way to you, combine or consolidate any one or more accounts which you may have with us and set-off or apply any monies standing to the credit of such accounts in or towards the discharge of the current balance or vice versa.
- (b) Where such combination, consolidation and/or set-off requires the conversion of one currency into another, we are entitled to effect such conversion at such time and rate of exchange in accordance with our usual practice and you must bear all exchange risks, reasonably incurred losses, commission and other bank charges which may thereby arise.

### **18. EXCLUSION OF LIABILITY**

#### **18.1 Goods/services supplied by merchant**

You will not hold us responsible for goods or services supplied by any merchant or the quality or performance of any goods or services pursuant to or in relation to any Card transaction. If you have any complaint against any merchant (including but not limited to any claims that the merchant had coerced or pressured you to perform the Card transaction), you shall resolve such dispute with the merchant; your liability owing to us will not be affected by such dispute or any counterclaim or right of set-off which you may have against such merchant. Your rights under this agreement are not to be assigned or otherwise disposed of.

#### **18.2 Card not accepted by merchant**

You will not hold us liable in any way and you will have no claims against us if the Card is not accepted or honoured by any merchant, bank, financial institution or any other person for any reason.

#### **18.3 Loss/damage in connection with your Card account**

Save where expressly provided in this agreement, we are not liable to you for any loss, damage, inconvenience, embarrassment, cost and expense of any nature which in any way may suffered or incurred by you or by any other person in respect of or in connection with your Card account and/or this agreement, any repossession of the Card or any request for its return; any malfunction or failure of any machine or system of authorization or transmission link or ATM; any damage or loss of the Card; or any inability to retrieve any data or information that may be stored in the Card howsoever caused.

#### **18.4 Inability to perform our obligations**

We are not liable if we are unable to perform our obligations under this agreement, due directly or indirectly to the failure of any machine or communication system, defect or damage of the Card except in the case of our fraud, gross negligence or wilful default, industrial dispute, war, Act of God, or anything outside our control or the control of our

Representatives. If we are unable to produce or send a statement of account to you for any reason whatsoever, we are not liable to you in any way and your liabilities and obligations under this agreement will not be prejudiced and will continue to accrue.

**18.5 Act or default of agents/contractors**

You agree that we have the discretion to use such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in this agreement, and save where expressly provided in this agreement we are not liable to you for any act, omission or neglect on the part of such agents, contractors and/or correspondents.

**18.6 Liability in connection with ez-link Facility**

(a) Notwithstanding anything to the contrary contained herein, neither we, EZL nor any of our respective agents shall be liable, whether or not arising out of the negligence of any of us and/or our respective officers, employees, or agents, for any losses, damages, expenses, claims, liability and costs (including cost on a solicitor and client basis) that you may incur or suffer in connection with:-

- (i) the use or issue of the ez-link Facility incorporated in the Card; or
- (ii) any period where any equipment, software or system is unavailable for processing the use of the ez-link Facility for payment; or
- (iii) any delay or detention arising from use of the ez-link Facility (including any Card where the ez-link Facility is defective).

(b) Where the ez-link Facility incorporated in the Card has been damaged or is defective, the equipment used by the Qualified Merchants may not accept the ez-link Facility as payment. Neither we, EZL nor any of our respective agents shall be liable for any loss, delay or inconvenience that may be incurred if the ez-link Facility incorporated in the Card is not accepted by such equipment.

(c) Notwithstanding any other provision of this Agreement, EZL's total liability to you under this Agreement and at law shall not exceed in aggregate the sum of S\$100.00 per Card.

(d) Citibank's total liability to you in respect of the ez-link Facility incorporated into the Card shall not exceed the stored value on the ez-link Facility as of the date your claim arises.

**18.7 EZL's liability for the Card and Card transactions**

EZL shall not be liable in any way for anything done or omitted to be done in relation to the credit Card functionality on the Card. The exclusions of liability referred to in clauses 18.1 to 18.5 above shall similarly apply to EZL in relation to the credit Card functionality on the Card.

**19. FORCE MAJUERE**

Neither we, EZL nor any of our respective agents shall be liable for nonperformance, error, interruption or delay in the performance of our obligations under this Agreement, in the ez-link Card system's operation, if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control which includes without limitation:-

- (i) flood, lightning, acts of God, fire, earthquakes and other natural disasters;
- (ii) judgments, legislation, acts, orders, directives, policies, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any court, governmental, parliamentary and/or regulatory authority imposed or to be imposed after the fact;
- (iii) power failure;
- (iv) acts or defaults of any telecommunications network operator;
- (v) circumstances where communications lines and/or computer systems of EZL, Citibank, any of our respective agents and/or the Qualified Merchants cannot be used for reasons attributable to third party telecommunications carriers; and
- (vi) acts or omissions of any Qualified Merchant or any party for whom Citibank, EZL and/or our respective agents are/is not responsible.

**20. INDEMNITY**

**20.1 Compensate us for loss/damage**

(a) You will fully compensate us and hold us harmless against any loss,

damage, liability, cost and expense (including legal costs) which we may reasonably incur or suffer as a result of or in connection with your Card account and/or this agreement, including without prejudice to the generality of the foregoing:-

- (i) your breach of any of your obligations under this agreement;
  - (ii) the actual or attempted enforcement or protection of any of our rights and remedies against you; and/or
  - (iii) any change in any law, regulation or official directive which has an effect on the Card, the Card account and/or this agreement, and the same may be debited to your Card account and/or shall be paid by you on demand.
- (b) Without prejudice to the foregoing, you hereby undertake and agree to indemnify EZL and keep EZL at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of EZL on a solicitor and own client basis), awards, damages, losses and/or expenses however arising directly or indirectly by reason of and/or as a result of any breach or non compliance by you of the terms and conditions herein relating to the ez-link Facility incorporated in your Card.

## **21. GENERAL**

### **21.1 Change of agreement**

- (a) We may at any time vary, modify, add to or delete the terms and conditions of this agreement and the Privacy Circular and we will notify you of any such changes in such manner as we may, in our reasonable discretion, deem fit.
- (b) If you do not accept such changes, you may terminate your Card account in accordance with clause 10 within 10 days after we have given such notice of change.
- (c) If you retain or use the Card or the PIN or otherwise operate the Card account after we have given such notice of change, you will be deemed to have accepted such changes without reservation.

### **21.2 Rights are cumulative**

The rights and remedies provided in this agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

### **21.3 No waiver of our rights**

- (a) No failure on our part or on EZL's part to exercise and no delay on our part in exercising any right or remedy under this agreement will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.
- (b) Any waiver by us or EZL of any of our or EZL's rights or remedies in respect of any term of this agreement or any breach of this agreement on your part must be in writing and may be given subject to such terms and conditions as we or EZL may deem fit and is effective only in the instance and for the purpose for which it is given.

### **21.4 Use of artificial intelligence or data analytics**

You acknowledge that we may use artificial intelligence or data analytics (i.e. technologies that assist or replace human decision-making) whilst providing products and services to you, for purposes including but not limited to risk assessment, statistical, trend analysis and planning; and to make decisions, provide, operate, process and administer your accounts and services with us.

### **21.5 Record is conclusive and binding**

Our records (including computer and microfilm stored records or any other electronic records stored by us) of all matters relating to you, any Card transaction, your Card and/or your Card account, the Citi SMRT Platinum Visa Program and/or yourself is conclusive evidence of such matters and is binding against you for all purposes, save for manifest or clerical error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever. We may, in our absolute discretion, destroy any document relating to any Card transaction or your Card account after microfilming or otherwise recording the same in such manner as we may deem fit as well as to destroy such microfilm and records (including any electronic records) at any time.

## 21.6 Provisions are severable

Each of the terms and conditions of this agreement is severable and distinct from one another and if at any time any one or more of the terms and conditions of this agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way.

## 21.7 Recording telephone calls

You consent to our recording of your telephone calls with us (whether made via TBS or otherwise) and for such recordings to be used for any purpose as we deem fit including to provide evidence of instructions and other verbal communications, for quality and training purposes, as evidence in any proceedings against you or any other person.

## 21.8 Bound by other terms and conditions

- (a) You agree to be bound by all terms and conditions ("Other Terms and Conditions") governing the use of such facilities, benefits or services, which may from time to time be made available to you by us in connection with your Card account, as the same may be amended or varied and notified to you from time to time. If there is any conflict between this agreement and the Other Terms and Conditions (including but not limited to the Telephone Banking Service Terms and Conditions), then subject to clause 21.3 the former will prevail and apply and the latter will be deemed to be modified so far only as it is necessary to give effect to the provisions of this agreement. Unless otherwise provided by this agreement, nothing in this agreement will affect the validity and enforceability of our rights or remedies under the Other Terms and Conditions which will continue to apply. Without prejudice to the foregoing, where the ez-link facility is linked to the EZL Auto Top-up Facility, the Terms and Conditions for the Issue and Use of EZL Auto Top-up Facility Enabled ez-link Cards shall also apply.
- (b) You agree to observe the duties imposed on you under the E-Payments User Protection Guidelines ("Guidelines") issued by the Monetary Authority of Singapore in connection with your Card account, which include:
- (i) providing updated and accurate account contact details for us to send you Citi Alerts (in accordance with your alert preferences);
  - (ii) enabling and monitoring Citi Alerts. In this regard, the Guidelines state that "it is [your] responsibility to enable transaction notification alerts, to opt to receive all transaction notifications for all outgoing transactions of (any amount) made from your Card account, and to monitor the transaction notifications sent to you";
  - (iii) (aa) not voluntarily disclosing your Card account access codes to a third party (except as instructed by us), (bb) not disclose your Card account access codes in a recognizable way, (cc) not keep a record of your Card account access codes in a way that allows a third party to easily misuse the access code;
  - (iv) protecting your login credentials to your Card account, where login credentials include your login ID, access code, PIN/password, OTP or other credentials that are used to authenticate your identity;
  - (v) where you use a device to access your Card account, you should (aa) update the device's browser to the latest version available; (bb) patch the device's operating systems with regular security updates provided by the operating system provider; (cc) install and maintain the latest anti-virus software on the device, where applicable and (dd) use strong passwords, such as a mixture of letters, numbers and symbols;
  - (vi) report unauthorized transactions to us (via the available reporting channels) as soon as practicable after receipt of any Citi Alert for any unauthorized transaction. Where such reporting is delayed, to provide us with reasons for the delayed report;
  - (vii) provide us with information, upon our request, on any unauthorized transactions within a reasonable time; and
  - (viii) make a police report if requested by us in order to facilitate our claims investigation process.

For the purposes of clause 21.8(b) and (c), "unauthorized transaction" in relation to your Card account, means any payment transaction

initiated by any person without your actual or imputed knowledge and implied or express consent.

- (c) You acknowledge that:
- (i) we will send Citi Alerts to you via email and/or sms to an email address and/or mobile number as provided by you (according to your alerts preferences);
  - (ii) Citi Alerts will be sent real time, but you understand that your receipt of Citi Alerts is subject to other conditions not within our control including whether your internet and/or mobile phone operator being able to support the service;
  - (iii) Citi Alerts will contain information which would allow you to identify the transaction as being an authorized transaction or unauthorized transaction;
  - (iv) where a transaction is effected by way of internet banking, any mobile phone application or device arranged for by us for payment transactions, we will provide an onscreen opportunity for you to confirm the payment transaction and recipient credentials before we execute any authorized payment transaction; and
  - (v) you should report unauthorized or erroneous transactions to the available reporting channels.

For the purposes of clause 21.8(c) and (d), "payment transaction" means an act, initiated by the payer or payee, of placing, transferring or withdrawing money, irrespective of any underlying obligations between the payer or payee, where the act is initiated through electronic means and where money is received through electronic means, and includes:

- (1) the placing, transferring or withdrawing of money for the purposes of making payment for goods or services; and
  - (2) the placing, transferring or withdrawing of money for any other purpose.
- (d) As a responsible financial institution, we will observe our duties under the Guidelines and in the event of any inconsistency between the terms and conditions of this agreement and the Guidelines, the Guidelines will prevail. For the avoidance of doubt, the liability apportionment set out in section 5 of the Guidelines do not apply to payment transactions on credit Cards issued by us in Singapore.

## 21.9 Assignment

We may at any time in our absolute discretion assign any of our rights under this agreement or the Card account to any third party whatsoever without your consent. Without prejudice to the generality of the foregoing, you hereby irrevocably agree to any novation of the agreement made between you and us hereunder and any other agreement, document, assurance and guarantee in connection therewith (including but not limited to the Other Terms and Conditions) or with your Card account or any facilities and services available in connection with the Card or securing your obligations thereunder, and irrevocably agree that we are entitled to and may assign or transfer absolutely to a transferee all or some of our rights, title, interests, benefits, obligations and liabilities under the terms and conditions of this agreement and/or under any instrument(s) and/or any other agreement, document, assurance and/or guarantee in connection therewith (including but not limited to the Other Terms and Conditions) and/or with your Card account and/or any facilities and services available in connection with the Card and/or securing your obligations thereunder.

You further irrevocably agree that any such novation, assignment or transfer may be effected by our delivering to you a notice to that effect whereupon:

- (a) our assigned or transferred rights, title, interests and benefits thereunder shall be transferred to and assumed by the transferee,
- (b) we shall thereafter be fully discharged and released from our assigned or transferred obligations and liabilities thereunder,
- (c) we shall retain all rights, title, interests, benefits, obligations and liabilities not so assigned or transferred,
- (d) the transferee shall thereafter be bound by identical rights, title, interests, benefits, obligations and liabilities thereunder which we assigned or transferred and
- (e) any acknowledgement (including but not limited to risk disclosure



statements and acknowledgements), information (including but not limited to information provided in respect of risk profiling), instruction, order, direction, mandate or authority given by you to us in relation to your Card account, any facilities and services available in connection with the Card, this agreement, the Other Terms and Conditions or securing your obligations thereunder may be relied and acted upon by the assignee or transferee as if given by you to the assignee or transferee and shall, unless and until revoked or cancelled, apply and have effect in relation thereto. You also hereby irrevocably undertake to execute and sign any document (if any) which may be required to give effect to the foregoing.

**21.10 Tax**

You agree that we, any Citigroup Organisation or Third Party Service Provider may withhold or deduct any Collected Amount which is required to be withheld or deducted to comply with any Law or Regulation from any payment to you, or to or from an account that you maintain with us. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. We will notify you of any Collected Amount as soon as reasonably practicable. You acknowledge that we will not be required to reimburse you for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent we or any Citigroup Organisation or Third Party Service Provider pays or has paid from its own funds or is or will become required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, you will indemnify us for such payment, plus any interest and penalties thereon. You understand and agree that we are not required to contest any demand made by an Authority for such payment.

If you have any questions about your tax position as a result of opening an account with us or effecting any transaction on an account with us, you should engage an independent tax adviser as you consider appropriate.

**21.11 GOVERNING LAW**

This Agreement is governed by Singapore law and you hereby submit irrevocably to the non-exclusive jurisdiction of the Singapore courts.

**21.12 RIGHT OF THIRD PARTIES**

A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act, chapter 53B of Singapore to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description, Provided that EZL shall have the right to enforce any term of this Agreement insofar as such term expressly or impliedly confers any right, benefit or privilege on EZL. For the avoidance of doubt, nothing in this paragraph shall affect the rights of any permitted assignee or transferee of this Agreement.

**21.13 U.S. LAWS AND REGULATIONS**

You understand that as a subsidiary of Citigroup Inc., a U.S. financial holding company, we are required to observe certain U.S. laws and regulations, including but not limited to those relating to economic sanctions on certain countries, organizations and/or individuals issued by the U.S. government. You understand and accept that these laws and regulations may result in us taking or refraining from taking certain actions, including but not limited to suspending or terminating your Card account(s) or holding or returning the funds which are the subject of payment instructions made by you or in your favour. Neither Citibank Singapore Limited nor any Citigroup Organisation will be liable for any loss to you as a result of our taking or refraining from taking any actions (which we consider in our sole determination, to be appropriate or requested) to comply with any U.S. laws or regulations.

**22. CITI SMRT\$ PLATINUM VISA PROGRAM INFORMATION**

The Citi SMRT\$ Rewards Program is governed by the Citi SMRT\$ Rewards Program terms and conditions which can be found on our website at [www.citibank.com.sg/smrt](http://www.citibank.com.sg/smrt).

**23. SMRT\$ CASH REBATE REDEMPTION**

Where allowed by Citibank, your SMRT\$ earned under the Citi SMRT\$ Rewards Program may be redeemed for cash rebates set out in the Citi SMRT\$ Rewards Program terms and conditions which can be found on our website at [www.citibank.com.sg/smrt](http://www.citibank.com.sg/smrt).

## 24. TELEPHONE BANKING SERVICE TERMS AND CONDITIONS

Before using any Telephone Banking Service, please read the terms and conditions set out below, which govern your use of such service. By using your TBS Access Code to operate the Telephone Banking Service, you are accepting the terms and conditions set out below and will be bound by them.

### 24.1 Definitions

- (a) In these terms and conditions, unless the context otherwise requires, the following words when used have the following meanings respectively set out below:-

**"Account"** means an account maintained by an Account Holder with the Bank;

**"Account Holder"** means the person in whose name an Account is maintained and includes, where the context requires, a supplementary Cardmember of a Citibank Visa/MasterCard credit Card account;

**"Bank"** means Citibank Singapore Limited;

**"Service Instructions"** means such instructions given to the Bank via any Telephone Banking Service;

**"Telephone Banking Service"** or **"TBS"** means any banking service operated over the telephone (by whatever name it may be known as) offered by the Bank, in connection with the Service Instructions and includes but is not limited to such services respectively known as Self Service Phone Banking and CitiPhone Banking; and

**"TBS Access Code"** means any code or number as may be prescribed by the Bank to enable the Account Holder to operate any Telephone Banking Service and includes but is not limited to such access codes known as the Customer Identification Number ("CIN") and/or the Telephone Personal Identification Number ("T-PIN") (as the case may be).

- (b) Words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and neuter gender and references to a person includes a sole proprietor, partnership or company. Headings to the clauses herein are for easy reference only and shall not be taken into account in the interpretation of these terms and conditions.

### 24.2 Use Of TBS Access Code

- (a) An Account Holder may operate the TBS in relation to his Account by using his TBS Access Code.
- (b) Any Service Instructions identified by the Account Holder's TBS Access Code shall be deemed to be given by the Account Holder and shall be conclusive and binding on the Account Holder and the Account Holder hereby authorises the Bank to act on any such Service Instructions identified by the Account Holder's TBS Access Code.
- (c) All acts on the part of the Bank pursuant to such Service Instructions identified by the Account Holder's TBS Access Code shall be conclusive and binding on the Account Holder (notwithstanding that such Service Instructions may not have been given by the Account Holder or with his consent or authority).
- (d) Notwithstanding and without prejudice to the other terms and conditions herein, the Bank shall be entitled (but not obliged), in its reasonable discretion, to permit the Account Holder to operate the TBS without the use of his T-PIN upon verifying the identity of the Account Holder in accordance with the Bank's prevailing prescribed procedure at the time.
- (e) Notwithstanding and without prejudice to the other terms and conditions herein, the Bank shall be entitled, in its reasonable discretion, to refuse to act on all or any Service Instructions; and the Bank shall be entitled in its reasonable discretion to require written confirmation of the Account Holder's Service Instructions (even where identified by the Account Holder's TBS Access Code), and to refuse to act on any such Service Instructions unless and until such written confirmation is received by the Bank.
- (f) The use of any TBS and the TBS Access Code is also subject to the Bank's terms and conditions governing the type of Account or facility of which the TBS may be operated in connection therewith and nothing in these terms and conditions shall be construed as amending or varying those terms and conditions.

- (g) The Bank shall at its reasonable discretion, be entitled to change, deactivate or revoke the use of the TBS Access Code at any time without giving any reason but with reasonable notice to the Account Holder.

#### **24.3 Disclosure Of TBS Access Code To Third Party**

- (a) The Account Holder must exercise all care to ensure that the TBS Access Code is not disclosed to any person and shall take all steps to prevent forgery or fraud in connection with the use of his TBS Access Code and/or the operation of the TBS. If the TBS Access Code is disclosed to any person, the Account Holder must forthwith give the Bank written notice thereof, thereupon the Account Holder shall immediately cease to use the TBS Access Code.
- (b) Unless and until the Bank receives such written notice of disclosure, the Account Holder shall be fully liable and be bound by all transactions effected by the use of such TBS, with or without his consent or knowledge.

#### **24.4 Recording Of Service Instructions**

The Bank may (but shall not be obliged to) at its absolute discretion tape or otherwise record all Service Instructions, and the Account Holder agrees to the use of such tapes or recordings and any transcripts thereof which the Bank may make for any purpose that the Bank deems desirable, including their use as evidence in any proceedings against the Account Holder or any other person.

#### **24.5 Bank's Record Of Transactions**

The Bank's record of transactions in respect of and in connection with the use and operation of TBS is conclusive and binding on the Account Holder for all purposes whatsoever save for any manifest error or clerical error but nothing herein shall preclude the Bank from rectifying at any time any error, irregularity or omission therein.

#### **24.6 Change Of T-Pin**

The Account Holder may change his T-PIN from time to time in accordance with the Bank's prescribed procedure then prevailing. The Bank shall be entitled, in its reasonable discretion but without liability and without giving any reason, to reject any selection made by the Account Holder as his substituted T-PIN; if the Bank so approves, such substituted T-PIN, shall take effect from the time of receipt by the Bank of such instructions from the Account Holder. The Account Holder shall take all steps not to select such numbers as a substitute T-PIN which may easily be ascertained or otherwise facilitate fraud or forgery.

#### **24.7 Cancellation Of TBS Access Code**

The Account Holder may cancel his TBS Access Code by giving notice to the Bank in writing or in any other manner as may be determined by the Bank, and such notice shall only be effective upon actual receipt thereof by the relevant officer-in-charge at the Bank.

#### **24.8 Fund Transfer Facilities Via TBS**

The Account Holder may apply, in accordance with the Bank's prescribed procedure then prevailing and the Bank may, in its reasonable discretion, permit the Account Holder to operate such fund transfer facilities via the TBS, including without limitation, GIRO or direct debit banking system as may be made available by the Bank from time to time. The Account Holder acknowledges that the operation of such fund transfer facilities shall be subject to the relevant terms and conditions governing such facilities.

#### **24.9 Bank's Discretion**

Notwithstanding and without prejudice to any other terms and conditions herein, the Bank shall be entitled at any time, in its reasonable discretion and with reasonable notice to amend, vary, withdraw, restrict, suspend or terminate all or any of the facilities in respect of or in relation to the TBS Access Code and/or the TBS. The Bank may, from time to time, in its reasonable discretion, make available through the operation of TBS, such other services and/or facilities as the Bank may deem fit.

#### **24.10 Limitation Of Liability**

- (a) Save in the case of the Bank's fraud, negligence or wilful default, the Bank shall not be liable for any loss, damage, cost or expense which the Account Holder may suffer or incur in connection with or as a result of the Bank acting on any Service Instructions identified by the Account Holder's TBS Access Code (notwithstanding that such Service Instructions may not have been given by the Account Holder or with his consent or authority) and the Account Holder agrees to indemnify the Bank against any loss, damage, cost, expense and fees (including legal fees on a full indemnity basis) which the Bank may thereby suffer or incur.

- (b) The Bank shall not be liable if it is unable to perform its obligations under these terms and conditions due, directly or indirectly, to the failure of any machine or communication system, any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants and/or agents.
- (c) The Bank reserves the right to act through such agents, contractors or correspondents as the Bank deems fit to carry out or procure any of the matters or transactions governed by or contemplated in this Agreement.

#### 24.11 **Variation Of Terms And Conditions**

The Bank may at any time amend or vary any of these terms and conditions governing the operation or use of the TBS. The Bank shall notify the Account Holder of any changes. If the Account Holder continues to use or operate the TBS after the Bank has given such notice of change, the Account Holder shall be deemed to have accepted and agreed to such changes without reservation.

#### 24.12 **Terms And Conditions To Prevail**

These terms and conditions herein prevail over all existing terms and conditions relating to TBS and the TBS Access Code, in so far as and only to the extent that such existing terms and conditions are inconsistent with these terms and conditions herein.

#### 24.13 **General**

- (a) If any one or more of these terms and conditions or any part thereof shall be declared to be illegal, invalid or unenforceable under any Law or Regulation, it shall not affect the legality, validity or enforceability of any other part thereof or any other terms and conditions herein.
- (b) The remedies under these terms and conditions are cumulative and are not exclusive of the remedies provided by law.
- (c) No failure or delay to exercise or enforce the Bank's rights, remedies and powers shall operate as a waiver thereof and no waiver by the Bank of a breach of any of these terms and conditions on the part of the Account Holder shall be considered as a waiver of any subsequent breach of the same or any other terms and conditions herein.
- (d) These terms and conditions are governed by Singapore law and the Account Holder hereby submits irrevocably to the non-exclusive jurisdiction of the Singapore courts.

### 25. **CITIBANK EQUAL PAYMENT PLAN (EPP)**

25.1 You agree that your participation in this interest-free Equal Payment Plan ("EPP") instalment scheme will be governed by these terms and conditions ("Terms"), and any other rules, procedures or instructions which we, Citibank Singapore Limited ("Citi"), may from time to time issue.

25.2 There are no additional fees and charges for this EPP, ONLY if we receive (or had received) payment in full of the current balance stated on your monthly statement of account by the payment due date every month until you have paid all installments.

However, if we did not receive the full payment of the current balance as indicated in your previous monthly statement of account, the billed monthly installment due in current statement, and any unpaid portion of any previous monthly installment(s) in your current statement of account is subject to daily interest at (i) S\$3.00 per month, or (ii) the Retail Interest Rate as set out in the statement of account, whichever is greater. This daily interest on the EPP will be charged from one day after statement date till:

- (a) one day before the payment date of the EPP, if you pay the full current balance on or before the payment due date OR
- (b) till the date you pay the full current balance after the payment due date.

In addition, if we do not receive the full payment of the minimum amount due by the payment due date, you must also pay a monthly late payment charge at a rate(s) determined by us and notified to you from time to time. The above is subject to the terms of our Citi Cardmember's Agreement governing your Citi Credit Card account.

Below is an illustration on the retail interest charge on the billed instalment amount if you do not make a full payment of the current balance by the payment due date.

(Important: Please note the example below is for illustrative purposes)

<b>Statement Date</b>	15 February
<b>Payment Due Date</b>	12 March
<b>Billed EPP instalment amount</b>	S\$500
<b>Retail interest rate as set out in the statement of account</b>	26.9%p.a.
<b>Minimum payment specified in statement of account</b>	S\$50
<b>Payment made on 20 Feb</b>	S\$50
<b>Interest charged on the billed EPP instalment amount (\$500) from current statement date till payment date at retail interest rate 26.9%p.a.</b>	S\$1.47
<b>Remaining unpaid EPP instalment amount</b>	S\$450
<b>Interest charged on the unpaid portion of the billed EPP instalment amount (\$450) from payment date till next statement of account at retail interest rate 26.9%p.a.</b>	S\$7.96
<b>Total interest payable</b>	S\$9.43

- 25.3 You will also continue to be bound by the Citi Cardmember's Agreement governing your Citi Credit Card account and all terms and references used, defined or construed therein and in our materials shall have the same meanings and construction in these Terms.
- 25.4 You and/or your supplementary cardmember may purchase the selected product(s) and/or service(s) from our designated merchants under EPP by making payment for the purchase amount of such product(s) and/or services(s) ("Purchase Amount") in equal instalments ("EPP instalments") over the selected tenure as stated in the attached authorisation form or on a separate terminal-generated charge slip. Please note that notwithstanding that you will be making payment to us for the Purchase Amount via EPP instalments, we would have made full payment of the Purchase Amount to the relevant merchant. Accordingly, you will be liable to us for the entire Purchase Amount.
- 25.5 By signing the said authorisation form or charge slip, you are deemed to have irrevocably and unconditionally agreed that each EPP instalment will be billed to your card account starting from the month after your purchase without the need for further signatures to be obtained. Each EPP instalment billed will be reflected in your monthly statement of account as a normal charge to your card account and be payable by you in accordance with the terms of the Citi Cardmember's Agreement. In particular, please note that the usual interest charges and late payment charges will be levied if applicable.
- 25.6 You understand that, upon the processing of the charge slip or authorisation form, your available combined credit limit will be provisionally reduced by blocking out an amount equivalent to the Purchase Amount, but will be progressively restored by the amount of each EPP instalment as each EPP instalment is paid and to the extent that actual payment is received by us.
- 25.7 Approval of EPP is also subject to, amongst other things, the following conditions:
- the Purchase Amount must be for an amount not less than the minimum transaction amount, as prescribed by Citi from time to time;
  - the available combined credit limit in your Citi Credit Card account(s), excluding any temporary credit line increase, must be sufficient to block out the Purchase Amount of your selected product and/or service; and
  - you are not in breach of the Citi Cardmember's Agreement.
- 25.8 Upon the occurrence of any one or more of the following events, we shall be entitled to bill the aggregate sum of the remaining EPP instalments to you forthwith:
- you are in breach of any of these Terms or any provision of the Citi Cardmember's Agreement;

- (b) the available combined credit limit in your Citi Credit Card account(s), excluding any temporary credit line increase, must be sufficient to block out the Purchase Amount of your selected product and/or service; and
- (c) Citi terminates or suspends your card account;
- (d) you terminate your card account;
- (e) you terminate the EPP transaction;
- (f) you successfully return the product(s) and/or cancel the service(s) purchased under EPP to the merchant and obtain a refund therefor;
- (g) your death, bankruptcy or other legal disability; or
- (h) any provision herein is declared by any judicial or competent authority to be void, voidable or otherwise unenforceable.

The net amount will be reflected as a charge in your Citi Credit Card statement of account and, except in the situation stated in clause 25.8 (f) above, be payable by you in accordance with the terms of the Cardmember's Agreement. If clause 25.8 (f) applies, the merchant will pay the refunded amount directly to your card account and this will be reflected in your statement of account.

- 25.9 Certain Citi co-brand card partner merchants and Rewards Program merchants may have opted to allow EPP purchases to be made and may also opt whether or not to allow the issuance of rewards dollars in conjunction with a EPP purchase. If such merchants allow an item to be purchased under EPP after allowing the redemption of rewards vouchers/dollars against that item, the Purchase Amount less any redemption must still be greater than the minimum amount determined by us. In any event, such merchants must also abide by any other conditions or restrictions imposed by the merchant or us.
- 25.10 We are not the manufacturer or supplier (or the agent thereof) of any of the products featured. We shall not be in any way liable, for any claim, injury, expense, loss or damage brought or incurred by any party whosoever, or for any other matter arising from or in connection with the use of any product or supply of any service purchased hereunder or your participation in EPP. Any complaints or comments in relation to any product or service purchased or any accompanying terms and conditions are to be directed to the supplier.
- 25.11 Purchases of product(s) and/or services under EPP will not earn rewards under any of Citibank's loyalty programmes (including but not limited to Points, Citi Miles, Cash Back, SMRT\$, Citi MI Rebate, Reward Points, Citi ThankYou<sup>SM</sup> Points).
- 25.12 Citi is entitled to apply and appropriate payments received in such manner or order of priority as it deems fit, notwithstanding any specific instruction from you or any third party. Without prejudice to the generality of the foregoing, Citi may apply payments received as follows:
- (a) all billed and unpaid interest, fees and charges;
  - (b) all unpaid balance transfer balances, cash advances, instalment plans (including Quick Cash/Citi FlexiBill/Citi PayLite/EPP), card transactions shown in any previous Statement of Account;
  - (c) all unpaid balance transfer balances, cash advances, instalment plans (including Quick Cash/ Citi FlexiBill/Citi PayLite /EPP), card transactions shown in the current Statement of Account; and
  - (d) all unpaid balance transfer balances, cash advances, instalment plans (including Quick Cash/ Citi FlexiBill/Citi PayLite /EPP), card transactions not yet included in any Statement of Account.
- 25.13 For each category of unpaid balances referred to in each of 25.12 (b), (c) and (d):
- (a) the balances with the highest applicable interest rate will be repaid in priority to the other balances within such category; and
  - (b) where the interest rate applicable to any unpaid balance transfer balances within such category is the same, payments received by Citi will reduce the balances transferred under the latest fund transfer program (after it has been reflected in your Citi Credit Card statement of account) first, notwithstanding that you may have unpaid balance transfer balances from earlier fund transfer programs.
- 25.14 If the program is approved, you acknowledge that if you are enrolled for Electronic Advice, the bank may send you the Confirmation Letter via email or such other communication methods as the bank may determine, in accordance with the terms and conditions governing your account.

- 25.15 Citi reserves the right at our absolute discretion to vary, delete, add to or in any way amend these Terms in its discretion from time to time without notice.
- 25.16 Our decision on all matters relating to EPP shall be final and no correspondence shall be entertained.

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