

# COMBINED TERMS AND CONDITIONS

March 2021

The Citi logo is positioned in the bottom right corner of the page. It features the word "citi" in a white, lowercase, sans-serif font. Above the letter "i" is a red, curved line that arches over the top of the letter, resembling a stylized "C" or a bridge. The logo is set against a dark blue rectangular background that is part of a larger graphic element consisting of three stacked, increasing-width blue blocks.

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## **F. SALARY TRANSFER LOANS**

In consideration of Citibank N.A., Kingdom of Bahrain (hereinafter called the "Bank" or "Citibank") agreeing to open a Bank Account(s) and/or make available a Salary Transfer Loan, Personal Loan, Credit Card and/or any other product or service referenced herein to the applicant (hereinafter called, as the context requires the "Customer" or the "Card member" or the "Borrower" hereby agrees to the following terms and conditions (the "Terms and Conditions"):

The Customer agrees that, by conducting action/s or using services/products offered (such as activating a card, signing a repayment schedule, making a payment under a respective loan, etc.) s/he confirms that these Terms and Conditions are received, read, understood and agreed. The Customer acknowledges that the Terms and Conditions may be changed by Citibank from time to time and are available upon request and at the internet website of Citibank ([www.citibank.com/bahrain](http://www.citibank.com/bahrain)).

## **A. BANK ACCOUNTS**

In addition to these terms, if any, set forth in the completed application form and/or approval letter, the following Terms and Conditions are applicable to each bank account that the Customer opens with Citibank (the "Account") and related transactions with Citibank identified below. This product may only be used for personal banking; no business transactions will be allowed using the personal banking account and any applications for business accounts through this form will be rejected. If you wish to open a business account, please get in touch with a Corporate Banking representative for assistance.

### **1. GENERAL TERMS**

#### **1.1 Deposits**

Cash deposits that cannot be verified immediately are accepted by Citibank on the condition that the subsequent account and verification will be conclusive as to the sum deposited.

#### **1.2 Withdrawals**

Withdrawals are permitted only on presentation of orders acceptable to Citibank as to form and signature or through acceptable electronic means. All transmission costs, service charges and any other charges and expenses whatsoever of any kind relating to withdrawals from an Account will be paid by the Customer in full without deduction or set-off immediately upon demand or by debiting the relevant Account(s).

#### **1.3 Cleared Funds**

In accepting items for deposit, Citibank only acts as the Customer's collecting agent and assumes no responsibility for realization of the same. Proceeds of deposits are not available for withdrawal by the Customer until cleared funds are collected and duly deposited by Citibank.

#### **1.4 Fees and Charges**

The Customer acknowledges the receipt of the Schedule of Fees and Charges and understands that the fees and charges therein may be revised from time to time by Citibank. Citibank may by providing thirty (30) days advance notice, modify at any time the rate of interest, fees or other amounts applicable to any Account or service. If, at any time, for any reason, the balance of an Account falls below, Citibank's prevailing minimum limits during any calendar month, the Customer shall pay and Citibank shall be entitled to debit from the Account Citibank's applicable service charges. Citibank may charge interest on any debit balance in an Account at Citibank's prevailing rate of interest.

### **1.5 Credits and Debits**

- a) Citibank may make any debit to an Account even if this results in (or increases) a debit balance.
- b) Citibank is not obliged to make a credit to an Account before receipt by Citibank of a corresponding and final payment in cleared funds. If Citibank makes a credit before such receipt, Citibank may reverse all or part of the credit (including any interest thereon), make an appropriate entry to the Account and require repayment of an amount corresponding to any debit balance. If Citibank receives notification that the funds credited to an Account is uncleared, and Customer has withdrawn funds subsequent to Citibank crediting the Account with the said uncleared funds and such withdrawal has caused the Account to become overdrawn (or the amount by which the Account is overdrawn increased) or falls below the minimum balance specified by Citibank, then Citibank may charge the Customer interest, fees and charges as detailed in Clause A.1.4.
- c) Citibank is not obliged to debit an Account which might result in or increase a debit balance. If the total amount of debits to an Account at any time would otherwise result in a debit balance or exceed the immediately available funds credited to the Account, Citibank may decide which debits it will make (in whole or in part and in the order it selects).
- d) Citibank may at any time cancel any extension of credit. The Customer will transfer to Citibank on closure of an Account and otherwise on demand from Citibank sufficient immediately available funds to cover any debit balance on an Account or any other extension of credit and any interest, fees and other amounts owed.

### **1.6 Cheques and Payment Instruments**

Citibank may supply cheques, payment instruments and related materials to the Customer and the Customer will make reasonable efforts to avoid any fraud, loss, theft, misuse or dishonor in respect of them. The Customer will promptly notify Citibank in writing of the loss or theft of any cheque or payment instrument and will return to Citibank or destroy any unused cheque, payment instruments and related materials when the relevant Account is closed.

### **1.7 Assignment/Transfer**

- a) Amounts deposited by the Customer or held in the Customer's name cannot be assigned or charged by the Customer to any third party by way of security without prior written approval from Citibank.
- b) Citibank does not recognize the concept of beneficial ownership and does not recognize trusts and any purported declaration of trusts and creation of beneficial interests in respect of an Account shall not bind Citibank in any way.
- c) In the event of death of the Customer, the proceeds of the Account will be dealt with in accordance with local laws and regulations.

### **1.8 Liability**

Citibank shall not be liable to the Customer if the value of the funds credited to the Customer's Account diminishes due to taxes, fees or depreciation. The Customer will also not hold Citibank liable if the Customer is unable to obtain payment due to restriction of any character or any other cause beyond Citibank's control. All payment orders, exchange operations and sales or purchases of stocks, bonds, or shares undertaken by Citibank for a Account of the Customer shall be at the risk and peril of the Customer and at the Customer's own expense.

### **1.9 Statements**

Unless otherwise requested, statements of account will be provided to the Customer as per the frequency decided by Citibank.

## 1.10 E-Statements

Customers may be given an option to access their statements of account via the internet at [www.citibank.com/bahrain](http://www.citibank.com/bahrain). If the Customer opts for this service the statements of Account may be viewed by the Customer by logging on to the said website and the Customer shall be deemed to have accepted and agreed to be bound by these Terms and Conditions, as amended by Citibank from time to time.

- a) In the event that the Customer is not in receipt of the statements of account, the Customer shall ensure that Citibank is informed immediately.
- b) The Customer agrees to notify Citibank with regard to any discrepancy, omission, inaccuracy or wrong entry in the statements of account within fourteen (14) days from either:
  - I. The delivery of the statements of account by Citibank pursuant to Clause 1.10; or
  - II. The Customer shall be deemed to have received and accepted as true and correct all the entries in the statements of account upon expiry of the time period prescribed in this Clause 1.10(b).
- c) The Customer understands and agrees that it shall continue to be liable to Citibank with regard to its contractual obligations irrespective of the receipt or non-receipt of the statement of account.
- d) The Customer releases and discharges Citibank, its employees, officers, representatives from and waives any right that accrues to the Customer at law against Citibank, its employees, officers, representatives with regard to damages suffered by the Customer, directly or indirectly, as a result of generating, delivering or managing the Customer's statements of account under this Clause 1.10.
- e) The Customer releases and discharges Citibank, its employees, officers representatives from and waives any right that accrues to the Customer at law against Citibank, its employees, officers, representatives with regard to damages suffered by the Customer, directly or indirectly as a result of errors, delays in transmission of the statements of account or unauthorized alteration, usage, or manipulation of the data contained in the statements of account or otherwise caused as a result of delivery of statements of account under this Clause 1.10.
- f) In addition to the above, the Customer acknowledges the risk that data received/delivered through the internet/e-mail including any confidential information may be accessed/seen by third parties. The Customer releases and discharges Citibank, its employees, officers, representatives from and waives any right that accrues to the Customer at law against Citibank, its employees, officers, representatives with regard to damages suffered by the Customer, directly or indirectly, due to such unauthorized access by or disclosure of confidential information to third parties.
- g) The Customer unconditionally and irrevocably undertakes to indemnify and hold harmless Citibank, its employees, officers, representatives against all losses, costs, damages or expenses arising pursuant to Clauses 1.10 (d), 1.10 (e), and 1.10 (f).
- h) The Customer understands and agrees that the storage of information including without limitation, the password, Citibank Account information, transaction activity, Citibank Account balances and any other information stores on the Customer's personal computer shall be stored at the Customer's risk and liability and Citibank shall not be responsible for any unauthorized access by or disclosure of such information to third parties.
- i) The Customer agrees that Citibank may at its own discretion restrict or terminate the Customer's use of this service.

## 1.11 Opening of Additional Accounts

Subject to any minimum balance, service fee and other requirements of Citibank, the Customer may request Citibank in writing or over the telephone to establish additional Account(s) in the Customer's name

("Additional Account(s)").

In such case, references to "an Account" hereunder shall include any Additional Account(s) the Customer opens with Citibank. Unless agreed otherwise, such Additional Accounts will be governed by these Terms and Conditions.

### **1.12 Freezing and Closing of Accounts**

- a) Upon breach of any of these Terms and Conditions by the Customer, Citibank may refuse to process any pending or future orders or transactions regarding such Accounts and/or close such Accounts. Citibank may close the Customer's Account(s) at any time without cause by giving the Customer thirty (30) days prior written notice to his address registered with Citibank. Upon such closure Citibank will discharge its liability to the Customer in the amount of the credit balance in the closed Account (if any) after deducting any charges, and the Customer shall return to Citibank all related information and equipment supplied by Citibank within a reasonable period.
- b) Without prejudice to the other provisions of these Terms and Conditions, Citibank is entitled by giving written notice to the Customer, to close an Account if there is no credit balance in the Account for a period of one (1) month. The Customer agrees that Citibank's action in closing an Account shall be effective and binding upon the Customer as from the date stated in the said notice to be the closure date, even if the Customer has for any reason whatsoever not received the said notice. The Customer irrevocably waives any right, whether legal or otherwise, that it may have against Citibank in any proceedings whatsoever to challenge Citibank's decision to close an Account.

### **1.13 Restrictions on execution of instructions**

In the event any funds are blocked under the instruction of any judicial, administrative, legal or Central Bank instruction or for any claim of Citibank against the Customer, the Customer shall irrevocably and unconditionally indemnify Citibank and hold Citibank harmless against any damages incurred by Citibank in connection with any such block of funds.

### **1.14 Terms and Conditions Governing Telegraphic Transfers, Demand Drafts and Manager's Cheques or any other type of Funds Transfer**

Notwithstanding any other provisions in these Terms and Conditions, this Clause A1.14 governs telegraphic transfers, demand drafts, manager's cheques and any other type of Funds Transfer.

- a) The Customer understands and agrees that the Customer may be unable to obtain full value under a demand draft or manager's cheque or telegraphic transfer on account of currency exchange rates or other restrictions applicable in the country of payment or country of issuance or due to charges and fees of the correspondent or paying bank;
- b) Purchase by Citibank of a demand draft or manager's cheque previously issued by Citibank will be at Citibank's sole discretion and transacted at Citibank's buying rate for the currency of the draft or cheque;
- c) In the absence of special instructions, Citibank may convert all transfers to the Customer's Account into the currency of the Customer's Account at Citibank's buying rate for the currency;
- d) All transfers requested by the Customer shall be converted by the paying bank into the destination country's local currency at its buying rate;
- e) Citibank shall not be liable for any act or omission of any correspondent or paying bank or for any error or delay in transmission. The Customer agrees to indemnify and hold Citibank harmless against all losses, damages and expenses incurred by Citibank in relation to any demand drafts or manager's cheques issued by Citibank or any telegraphic transfers made by Citibank on the Customer's instructions;
- f) If a manager's cheque or demand draft is lost, stolen or destroyed, the Customer will indemnify Citibank and agree to hold Citibank free and harmless from all liability and costs incurred by Citibank with respect to such lost, stolen or destroyed cheque or draft or if Citibank agrees,



in its absolute discretion, to issue a replacement cheque or draft for the same value or refund the amount of the cheque or draft;

- g) The Customer is fully aware of and consents to the risks associated with transmitting instructions for funds transfer to Citibank via telephone, telex, facsimile, letter, mail, messenger or similar methods (the "Manual Instruction Methods"). The Customer authorizes Citibank and directs Citibank to act upon instructions for funds transfer via the Manual Instruction Methods purportedly issued by, believed by Citibank to be issued or originated from the Customer or an authorized signatory of the Customer's Account as identified in the Account opening form or related documentation (the "Instructions"); and
- h) The Customer shall be responsible for any payments made from the Customer's Accounts on the basis of Manual Instruction Methods irrespective of any misuse of the Manual Instruction Methods by the Customer or any Third Party.

### **1.15 Death of Signatory/Joint Holder**

If the Customer has appointed two persons (other than himself/herself) to operate an Account jointly and one of such joint authorized signatories should die or lose his legal capacity to contract, Citibank will not allow the other signatory to conduct any activity on the Account(s) without fresh instructions from the Customer. The Customer is required to notify Citibank of the death or loss of capacity of either-any of its appointed joint authorized signatories in writing, within a period not exceeding ten (10) days from the death or loss of legal capacity.

### **1.16 U.S. Persons**

The Customer agrees that if the Customer is, or becomes, a national, resident or taxpayer of the United States of America, Citibank has the right to disclose to governmental authorities in the United States of America details of all transactions in the Customer's Account(s) without Citibank incurring any obligation or liability in respect of such disclosure or the accuracy thereof.

### **1.17 Obligations of Citibank, N.A., Kingdom of Bahrain**

All obligations hereunder are payable solely at Citibank, N.A., Bahrain branch, subject to the laws of the Kingdom of Bahrain (including any governmental actions, orders, decrees and regulations) of the Kingdom of Bahrain. The Customer accepts and agrees that neither Citigroup, Citibank nor any of their affiliates shall be liable for non-availability of sums due to restrictions on convertibility or transferability or otherwise, requisitions, involuntary transfers, acts of war or civil strife or other similar causes beyond Citibank's control and the Customer agrees that in such circumstances no other office, branch, parent, subsidiary or affiliate of Citibank shall be responsible to the Customer. Should any obligation arise for Citibank to pay any amounts on the Customer's behalf or to the Customer then the Customer accepts and agrees that such sum(s) shall be limited only to the sum(s) deposited in any of the Customer's Account(s) and will be due from Citibank, N.A., Kingdom of Bahrain only.

### **1.18 Standing Instructions**

- a) Citibank will process any standing instruction from the Customer if the Customer has sufficient cleared funds available in the relevant account.
- b) If on two (2) successive occasions there are insufficient clear funds available in the relevant Account for Citibank to process a standing instruction, Citibank may at its discretion cancel that standing instruction without any advice to customer.
- c) Citibank may at its discretion determine the order of priority of payment of standing instructions over cheques presented for collection or other payments to be withdrawn from the Customer's Account(s).
- d) Citibank may at its discretion make a payment pursuant to a standing instruction in circumstances where the Customer does not have sufficient cleared funds available in the Relevant Account for such payment. The amount of any shortfall of cleared funds available for such a payment shall constitute an overdraft. The Customer shall

be liable to repay the amount of such overdraft and any applicable interest and charges of any overdraft arising as a result of payment of standing instruction.

- e) Citibank will not be responsible for any delays, losses in transit, errors of transmission, or other errors of Citibank or any correspondent.
- f) The Customer may amend or cancel any standing instruction by giving Citibank prior notice. Cancellation or amendment of a standing instruction shall only be effective in respect of payments which are due to be made 15 days after the date of receipt of such notice by Citibank.
- g) The Customer shall indemnify and hold Citibank harmless against all losses, damages and expenses incurred by Citibank in relation the Customer's Standing Instruction.

### **1.19 Legitimate Funds**

The Customer agrees that Citibank may apply to the appropriate authority to freeze any funds in the Customer's Account(s) or take other action necessary if Citibank believes funds have been obtained other than through lawful means or transactions. Citibank may also report any confirmed or suspected money laundering or other suspicious or illegal transactions in or related to the Customer's Account(s) to the relevant authorities.

### **1.20 Account Identification Numbers**

The Customer agrees that Citibank has the ownership rights and interests with respect to account identification numbers and Citibank has the right and privilege to modify or replace account identification numbers, at any time and with prior notice.

### **1.21 Sufficient cleared funds**

The Customer hereby undertakes to ensure that sufficient cleared funds are available in the appropriate Account for any payment which the Customer authorizes or requests Citibank to make from such Account.

## **2. CURRENT ACCOUNT/CITIBEST ACCOUNT**

### **Qualification**

The Customer is only eligible to open a Current Account/Citi best Account if the Customer is resident in the Kingdom of Bahrain and has the required full legal capacity to open such bank account(s).

### **2.1. Closure of Account(s)**

If cheque(s) issued on the Customer's Current Account/Citibest Account are dishonored (are returned unpaid on account of inadequate funds), Citibank will send a written warning to the relevant customer informing him/her of the existence of the dishonored cheque, requesting him/her to immediately make good the insufficiency in his/her Current Account/Citibest Account in order to clear the cheque. Citibank may close all of the Customer's Current Account(s)/Citibest Account(s) by transferring any balances therein to savings and/or any other accounts held with Citibank pursuant to applicable laws and regulations of the Kingdom of Bahrain. In such event, the Customer will return to Citibank the chequebooks relating to all of the Customer's Account(s). If the Customer has received two (2) or more written warnings from Citibank at any time within a maximum period of three (3) consecutive calendar months, Citibank will not provide Current/Citibest Account facilities to that Customer for at least twelve (12) calendar months. After this twelve (12) month period has ended, Citibank may in its sole discretion reinstate/offer current account facilities to the Customer. The Customer understands that Citibank will report such Account(s) and related details to the Central Bank of Bahrain ("CBB") and other relevant authorities. Citibank will also charge fees and expenses in relation to dishonored cheques as set out in the Schedule of Fees and Charges.

### **2.2. Overdraft**

- a) Unless the Customer obtains an overdraft facility, cheques causing the Customer's Account(s) to be overdrawn will not be honoured. In the event the Customer does obtain an overdraft facility, cheques

causing the Customer's Account(s) to be overdrawn in excess of the permissible limit will not be honoured. If such cheque or cheques are inadvertently honored by Citibank, the Customer shall repay the amount overdrawn together with interest at Citibank's overdraft rate and Citibank's prevailing charges on demand.

- b) If the Customer's Account is overdrawn for any reason, the Customer understands that Citibank will charge the Customer interest (calculated on a daily basis divided by a 360 day year convention) at Citibank's prevailing overdraft rate and Citibank's prevailing fees and charges, all of which may be debited to the Account. Unless otherwise agreed in writing, the Customer will promptly and without any requirement of notice from Citibank deposit funds in the Customer's Account(s) in an amount not less than the amount overdrawn. Unless otherwise agreed in writing, the Customer understands that Citibank is not obliged to permit an overdraft in the Customer's Account(s) or to continue to permit overdrafts in the Customer's Account(s) after having done so previously.

### **2.3. Interest; Charges**

- a) Subject to any minimum balance requirements, the interest rate on the Citibest Account shall be calculated on a pro-rata basis i.e., higher rates for higher balance ranges in accordance with Citibank's prevailing rates. Interest at the rates described above shall be computed on the daily balance in the Customer's Citibest Account. Interest will be payable monthly and credited monthly.
- b) Subject to any minimum balance requirements, the amount of interest on the Dual Advantage Account (s) will be computed monthly on the minimum monthly balance in the Account(s) and credited monthly. The interest rate shall be Citibank's prevailing rate for Savings Account(s).

All charges and interest will apply as set forth in the Schedule of Fees and Charges.

## **3. SAVINGS ACCOUNT**

### **3.1. Interest**

Subject to any minimum balance requirements, the amount of interest on the Saving Account will be computed monthly on at the lowest credit amount in the account at any given time during a month in the Customer's Savings Account and credited monthly. The interest rate shall be Citibank's prevailing rate for Savings Account(s).

### **3.2. No Cheque Book**

No cheque book will be issued to the Customer in relation to Savings Account. As per current CBB guidelines, orphans, widows, pensioners, individuals receiving social subsidies, students and Bahraini Nationals receiving monthly salary below BD 250 are exempted from the minimum balance requirement for Savings Account. Please send us your request for exemption, in writing, in case you fall in any of the above categories.

- a) Debit Card transactions (including online and overseas transactions, if applicable) effected in US Dollars will be converted into the currency of the account linked to the Debit Card. Debit Card transactions effected in foreign currencies other than US Dollars will be first converted to US Dollars before being converted into the currency of the account linked to the Debit Card. 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, MasterCard International, American Express or such other network as may be applicable, depending on whether the conversion is done by us, VISA, MasterCard International, American Express or such other network, as applicable. In addition, the transaction may be subject to administrative fees as mentioned in the Schedule of Fees and Charges.
- b) If your Debit Card transaction (including online and overseas

transactions, if applicable) is converted into local currency via dynamic currency conversion (i.e. a service offered at certain ATMs and merchants which allows a card member to convert a transaction denominated in a foreign currency to local currency 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. We do not determine whether a card transaction will be converted into local currency via dynamic currency conversion and, where your transaction is for a retail purchase, you may have to check with the relevant merchant whether such conversion was effected.

- c) For Debit Card transactions initiated in local currency, but processed outside the country, when such transactions (including online transactions) are 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, You acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant merchant. You may have to check with the relevant merchant whether such transaction is being processed outside the country where the card was issued.

#### **4. CALL ACCOUNT**

##### **4.1. Interest**

Interest at a rate determined by Citibank in accordance with prevailing market returns in respect of Call Accounts shall be payable on the daily balance in the Customer's Call Account. Interest will be computed and credited monthly, or prior to that upon the withdrawal of the Call deposit.

##### **4.2. Closure of Account**

All Call Accounts are subject to Citibank's prevailing minimum balance limits. If the balance falls below the minimum at any time during a calendar month, Citibank shall have the right to close the Accounts and/or levy Citibank's prevailing service charge.

##### **4.3. Cheques**

The Customer shall not draw cheques on the Call Accounts.

##### **4.4. Withdrawal**

To withdraw funds from the Customer's Call Account, the Customer will give Citibank prior written notice or notify Citibank through electronic means acceptable to Citibank, in each case subject to an agreed number of days (subject to change by Citibank in its sole discretion) and such conditions or restrictions as Citibank may from time to time, in its sole discretion, determine.

##### **4.5. Early Withdrawal**

If the Customer withdraws funds from the Customer's Call Account without giving the agreed prior notice, the Customer acknowledges that Citibank will withhold interest on the withdrawn funds for the agreed notice period.

#### **5. TIME DEPOSIT ACCOUNT**

##### **5.1. Minimum Balance Limit**

The Time Deposit is subject to the minimum balance limit determined by Citibank from time to time.

##### **5.2. Renewing Time Deposits**

Unless otherwise instructed by the Customer on or before the date of maturity, a Time Deposit may, at Citibank's discretion, be automatically renewed for like periods of time at the interest rate determined by Citibank at the time of the renewal.

##### **5.3. Breaking of Time Deposit**

Breaking of a time deposit is subject to the payment of such penalty or

charge as the Bank deems appropriate in the circumstances.

#### **5.4. Early Withdrawal of Time Deposits**

Where a Customer withdraws a Time Deposit early this will be subject to the payment of such fee, penalty and/or charge as Citibank deems appropriate in the circumstances and which may be modified from time to time. Where a Customer withdraws a Time Deposit early the following provisions shall apply:

- a) The Customer shall not earn any interest on a Time Deposit if the Customer withdraws such deposit within seven (7) days from the date on which the Customer made such deposit (the "First Seven Days").
- b) If the Customer withdraws a Time Deposit at any time after the First Seven Days but before the expiry of the tenure for which the Time Deposit was originally made (the "Original Tenure"), the Customer will only earn interest for the tenure for which the Time Deposit was actually maintained (the "Shorter Tenure") (even if such early withdrawal is for purpose of investing in any other Citibank products/ services). The rate of interest on an early withdrawal of a Time Deposit shall be calculated as follows:
  - I. Where Citibank offers an interest rate for a period equivalent to the Shorter Tenure (the "Equivalent Rate"), the rate of interest shall be the Equivalent Rate less one percent (1%);
  - II. Where Citibank does not offer an interest rate for a period equivalent to the Shorter Tenure, the rate of interest shall be the interest rate applicable to such tenure which is shorter than the Shorter Tenure in respect of which Citibank offers an interest rate (the "Preceding Period Rate") less one percent (1%);
- c) Citibank shall deduct a fee that is decided from time to time from the amount of interest earned where there is any early withdrawal of a Time Deposit.
- d) The Customer acknowledges that Citibank may notwithstanding the above at its discretion vary the provisions applicable to early withdrawal of Time Deposits including but not limited to the interest rate and the basis of calculation of the interest rate applicable from time to time.

#### **5.5. Interest Payment**

Interest on the Time Deposit will be paid on maturity.

- I. Subject to the provisions thereof, deposits held with the Bahrain office of Citibank, N.A. are covered by the Deposit Protection Scheme established by the Central Bank of Bahrain regulation concerning the establishment of a Deposit Protection Scheme and a Deposit Protection Board.
- 5.6. The principle amount of the Time Deposit and the profit thereon shall not in any way be assigned, transferred or charged, in any manner, to any third party by way of security / collateral. However, you shall have the right to create a lien or pledge over the Time Deposit in favor of Citibank as a security against any financial facility received by you.

### **6. FOREIGN CURRENCY ACCOUNT**

Withdrawals from the Customer's Foreign Currency Account may be made only by bank's drafts or telegraphic transfers or through ATMs in the currency of the Foreign Currency Account (unless Citibank, in its sole discretion, otherwise directs).

### **7. REVOLVING CREDIT FACILITY**

A revolving credit facility may be made available to the Customer if the Customer satisfies Citibank's requirements to be determined by Citibank in its sole discretion. If the Customer obtains a revolving credit facility and unless agreed otherwise in writing, the Customer shall repay any amount outstanding under the facility to Citibank on demand with interest at the rate determined by Citibank. The Customer shall also pay the annual service fee for the right to use the revolving credit facility.

### **8. JOINT ACCOUNTS**

### **8.1. Title**

The Customer agrees that the title of a Customer's Account will not give any person any right to the benefit of any particular current, savings, call, fixed or other Account and that the Account opening form or related documentation will determine whether the particular current, savings, call, fixed or other Account is single or joint.

### **8.2. Conflicting Instructions**

If Citibank receives conflicting instructions from different signatories to the Customer's Account, Citibank shall have the option at its discretion to require a fresh mandate from all the signatories or Account holders before giving effect to any instructions.

### **8.3. Death of Joint Account Holder**

If a Joint Account Holder dies or loses his legal capacity, the surviving Joint Account Holder shall inform Citibank of the same in writing immediately within a period not exceeding ten (10) days from the death or loss of legal capacity and upon receipt of such notice in writing, Citibank shall suspend withdrawals from the Joint Account until evidence is provided to Citibank's satisfaction that the deceased or incapacitated Joint Account Holder's successor or legal representative is appointed in accordance with the laws and regulation applicable in the Kingdom of Bahrain. Citibank shall not be liable for any withdrawals that might take place prior to Citibank's receipt of the Customer's written notice.

### **8.4. Overdraft**

Any overdraft or other liability shall be the joint and several responsibilities of all Joint Account Holders.

## **9. OFFSHORE DEPOSIT AGREEMENT**

### **9.1. Authorization**

If the Customer uses the offshore deposit facility, Citibank will be authorized to deposit offshore with Citibank's branches outside the Kingdom of Bahrain all or part of the Customer's funds held on deposit with Citibank at such time. The Customer's offshore deposits may be held in the Customer's name or in Citibank's name at Citibank's discretion.

### **9.2. Risk**

The offshore deposits will be made at the Customer's risk and the Customer will bear all exchange, transfer and other risks relating to the offshore deposits. Citibank's sole obligation in relation to the offshore deposits will be to transfer amounts from the Customer's Account(s) upon receipt of instructions from the Customer to the designated account to credit the Customer's Account with the principal and interest amounts received by the Customer upon maturity of the offshore deposits. The Customer understands and agrees that in the event of any restrictions being placed on the Customer's offshore deposits, the Customer will not have any rights or remedies against Citibank or any other office, branch, affiliate parent or subsidiary of Citibank located outside the country in which the offshore deposit was made. Citibank's obligations to pay any amounts deposited in the Account are limited to Citibank's receipt of payment in the Kingdom of Bahrain.

## **B. ATM (CITICARD)/ DEBIT CARDS**

In addition to the terms, if any, set forth in the completed application form and/or approval letter, the following terms and conditions are applicable to Citibank ATM Cards and Debit Cards (each as hereinafter defined) and related transactions with Citibank. In consideration of Citibank making available the ATM Cards and Debit Card(s), the Customer hereby acknowledges, accepts and understands the following:-

### **1. GENERAL**

- 1.1 A Citibank automated teller machine card (an "ATM Card") or a debit card (a "Debit Card") may at the Customer's request be issued by Citibank for the Customer's current or savings account or for any of

the Customer's accounts or for any banking facilities from time to time opened and maintained with or made available by Citibank at Citibank's discretion to enable the Customer to have direct access to any of the accounts or to effect banking transactions through Citibank's website Citibank Online Services or by electronic means at any ATM, customer activated terminal, easy pay terminal or other terminal approved by Citibank located within or outside the Kingdom of Bahrain. A Debit card will further enable the Customer to pay for purchases or make reservations of goods or services at VISA / MasterCard merchant outlets worldwide.

- 1.2 References in this Section B to "ATM/Debit Cards" are references to either an ATM Card and/or a Debit Card.
- 1.3 The Customer's use of an ATM/Debit Card shall constitute the Customer's acceptance of these Terms and Conditions.
- 1.4 ATM/Debit Cards shall remain Citibank's property and will be surrendered to Citibank immediately upon the request of Citibank.
- 1.5 Citibank may change from time to time at its discretion and with prior notice the available benefits and the scope of the services provided by Citibank in relation to the ATM/Debit Card.
- 1.6 The Customer accepts Citibank's record of all ATM/Debit card transactions as conclusive and binding for all purposes.
- 1.7 No ATM/Debit Card is transferable, and the Customer may not pledge an ATM/Debit Card as security for any purposes whatsoever.
- 1.8 Citibank shall not be liable to the Customer for any failure in performing Citibank's obligations or providing any service in connection with any computer, telecommunications or other technical failure.
- 1.9 The Customer understands that all withdrawals (whether in BD or a foreign currency) will be subject to limits determined from time to time by Citibank.
- 1.10 Use of an ATM/Debit Card does not change the terms and conditions of any other agreement between Citibank and the Customer.
- 1.11 Citibank shall not be responsible for or be in any way liable for any loss or damage howsoever incurred or suffered by the Customer by reason of Citibank, any member institution of VISA / MasterCard, any other bank or financial institution, any ATM or terminal or any other party refusing to allow a transaction or accept or to honor the ATM/Debit Card or the ATM/Debit Card numbers or the Personal Identification Number ("PIN").

## **2. USE OF THE CARD**

- 2.1 The Customer may collect the ATM/Debit Card from Citibank or at the risk of the Customer the ATM/Debit Card may be sent by post to the address notified by the Customer to Citibank. Citibank may at its discretion require that the Customer complete mandatory procedures in order to activate the ATM/Debit Card. Until such procedures (if any) have been completed, no transactions may be undertaken with the ATM/Debit card. Upon receipt of an ATM/Debit Card, the Customer or authorized user shall sign the ATM/Debit Card. In the event the Customer does not wish to have an ATM/Debit Card, he shall promptly inform Citibank through CitiPhone Banking and cease use of the ATM/Debit Card, cut the ATM/Debit Card in half and return both halves to Citibank.
- 2.2 The Customer will be responsible for all transactions processed by use of a ATM/Debit Card regardless of whether (1) the transactions were processed with the Customer's knowledge or express or implied authority or (2) the transactions may be the result of a fraudulent act. The Customer hereby authorizes Citibank to debit the Customer's account(s) with the amount of any withdrawal, transfer or transaction in accordance with Citibank's record of transactions.
- 2.3 Before using or attempting to use an ATM/Debit Card, the Customer will always ensure that sufficient funds are available in the Customer's account(s) or that a prior arrangement with Citibank has been made.
- 2.4 If the Customer undertakes any transaction that exceeds the available balance(s) of the account(s) or facility(ies) tied to an ATM/Debit Card,

Citibank may refuse at its discretion to permit such transaction. If, however, for whatever reason, the Customer exceeds any such available balance or facility, the Customer shall forthwith pay to Citibank, upon demand by Citibank, the full sum by which such available balance or facility is exceeded and Citibank may at its discretion charge the Customer its prevailing fees or charges.

- 2.5 The Customer authorizes Citibank to debit any of the Customer's accounts with the amount of any withdrawal or other transaction effected by use of an ATM/Debit Card.
- 2.6 Citibank shall have the discretion from time to time to set or change the daily cut-off time with prior notice or responsibility to the Customer. Any transaction by use of an ATM/Debit Card after such cut-off time shall be treated as a next working day value transaction.
- 2.7 Cash, cheques or instruments deposited at any terminal by use of an ATM/Debit Card will only be credited to the Customer's account after Citibank's verification of the deposit. The amount of the deposit verified by Citibank shall be deemed the correct amount of the deposit. The record issued by any terminal only represents what the Customer claims to have deposited. Cheques that are deposited will be sent for collection and the funds will be available only after the cheques have cleared in accordance with the terms hereunder and Citibank's other policies and procedures.
- 2.8 All transactions and obligations arising from the use of an ATM/Debit Card in relation to a joint account shall be binding on, and the joint and several obligations of, all the joint account holders. If requested, Citibank may in its discretion make available more than one ATM/Debit Card Citibank may require. Additional ATM/Debit Cards may be made available to additional authorized users for the account or for supplementary ATM/Debit cardholders (who, for purposes of the ATM/Debit Card, shall also be considered authorized users for the account). For the avoidance of doubt, these Terms and Conditions and all transactions thereunder will be binding on all account holders and authorized users (including any supplementary ATM/Debit cardholders). In addition to the aforesaid, and as a separate undertaking, the account holders shall be fully liable (on a joint and several basis) to Citibank for all transactions and obligations arising from the use of an ATM/Debit Card by all authorized users (including any supplementary ATM/Debit Card holders) notwithstanding any legal disability or incapacity of the authorized user, and the account holders shall indemnify Citibank (on a joint and several basis) against any loss, damage, liability, costs and expenses, incurred or suffered by Citibank by reason of any breach of these Terms and Conditions by any authorized user (including any supplementary ATM/Debit cardholders). A supplementary ATM/Debit cardholder may be assigned a specific limit for such card. Notwithstanding this fact, if a supplementary ATM/Debit cardholder nevertheless completes a transaction that exceeds the limit, the transaction will be binding on the account holders. Other than authorized users (including any supplementary ATM/Debit cardholders) for the relevant account(s), the Customer will not allow any other person to use an ATM/Debit Card.
- 2.9 To enable use of an ATM/Debit Card at any terminal or electronic network in or outside the Kingdom of Bahrain, the Customer consents to (1) Citibank's participation from time to time in any network permitting such use, (2) the release and transmission of data and information with respect to any of the Customer's accounts by any participants in such network and (3) the storage and processing by any means of such data and information by any participants in such network. The Customer further consents to the compliance by Citibank and the said participants in such network with the laws and regulations of their respective jurisdictions governing disclosure of account information to which Citibank and the said participants may be respectively subject.
- 2.10 With respect to goods or services acquired with an ATM/Debit Card, Citibank shall not be responsible or in any way liable to the Customer or any third party (1) for any defect or deficiency in such goods or services, (2) for any breach or non-performance by a third party or (3)



for any loss or injury including by reason of any mechanical or other malfunction of any such goods.

- 2.11 Citibank shall not be liable to the Customer or to a third party if the ATM/Debit Card is not honored or accepted nor if the Customer or any third party incurs any loss or injury including by reason of any mechanical or other malfunction.
- 2.12 Citibank shall be entitled to treat the following as evidence of a transaction properly concluded by the Customer through the use of an ATM/Debit Card:
  - a. Any sales draft, transaction record, credit voucher, cash disbursement draft or other charge record bearing the imprint or other reproduction of embossed information printed on an ATM/Debit Card and duly completed; or
  - b. Citibank's record of any transactions effected by the use of an ATM/Debit Card including but not limited to any record in any medium related to transactions effected via mail order, the telephone or the internet.
    - I. If a transaction disputed by the Customer is subsequently proven to have been originated by him or her, Citibank retains the right to charge back, as from the date when the transaction took place, the transaction amount along with Citibank's prevailing fees or charges and any additional fees and expenses incurred by Citibank in the investigation thereof.
    - II. Citibank will credit the Customer's account with the amount of any refund only upon receipt of a properly issued credit voucher from the third party merchant or other establishment.
    - III. In the event of any dispute between the Customer and any merchant or third party bank or financial institution or any other person, the Customer's liability to Citibank shall not in any way be affected by such dispute or any counterclaim or right of setoff that the Customer may have against such merchant, bank or financial institution or person.
    - IV. The Customer acknowledges that electronic funds lodgments cannot be made to the customer's account by means of electronic debit card transfer.

### **3. FEES AND CHARGES**

- 3.1 The Customer shall pay to Citibank the fees and charges listed in the Schedule of Fees and Charges for the ATM/Debit Card, and the Customer hereby authorizes Citibank to debit his/her/their accounts with Citibank without prior notice in order to effect payment of all fees and charges payable to Citibank hereunder. A handling charge, listed in the Schedule of Fees and Charges, is payable by the Customer to Citibank immediately upon the request of Citibank for the issue of a replacement ATM/Debit Card. Additional charges, as listed in the Schedule of Fees and Charges or as otherwise prescribed by Citibank, are payable by the Customer to Citibank immediately upon the request of Citibank, for the provision of copies of sales/cash advance drafts any further services Citibank may provide from time to time.
- 3.2 All transactions and all charges and fees shall be debited to the Customer's accounts in the currency of the account and shall be listed in the account statement.

### **4. USE OF THE CARD OUTSIDE THE KINGDOM OF BAHRAIN.**

- 4.1 All Withdrawals and other transactions made with an ATM/Debit Card outside the Kingdom of Bahrain or otherwise in a foreign currency constitute a payment at Citibank's branches in the Kingdom of Bahrain and a remittance to the country where the withdrawal or transaction is effected (at Citibank's prevailing rates of exchange). Citibank may in its discretion charge a processing fee plus other charges at Citibank's prevailing rates for all foreign currency transactions. The Customer will reimburse Citibank for all costs and expenses Citibank incurs as a result of such transactions.

- 4.2 The number, amount and currency of withdrawals shall be limited and subject to any restrictions of the terminal or outlet required under applicable laws and regulations or by these Terms and Conditions.
- 4.3 Use of an ATM/Debit Card outside the Kingdom of Bahrain shall not in any way (i) cause an account domiciled in the Kingdom of Bahrain to be treated as or deemed to be an account domiciled in any other country in which Citibank is located or (ii) cause or give rise to any liability to any other branch, subsidiary, parents or affiliate of Citibank.
- 4.4 The Customer agrees that the Customer's right to make a withdrawal and the number and amount of withdrawals are subject to the laws, rules and regulations (including without limitation, any exchange controls, regulations or limitations) of the Kingdom of Bahrain, the country in which such withdrawal is requested and the institution that owns the terminal.
- 4.5 Where Citi Global Wallet is activated, all point of sale and online transactions and ATM cash withdrawals in currencies supported by Citi Global Wallet will be directly authorized from the respective Foreign Currency Accounts, provided that there are sufficient funds in the relevant account. In case of insufficient funds, the transaction will be debited from the primary account linked to the Citi Debit Card.

## **5. PIN**

- 5.1 Citibank will issue a PIN to the Customer for use at ATMs and terminals that will accept the ATM/Debit Card. The Customer agrees that:
  - I. The Customer shall not disclose the PIN to any person and shall take all possible care to prevent discovery of the PIN by any person; and
  - II. The Customer shall be fully liable to Citibank for all transactions made with the PIN whether with or without the knowledge or authorization of the Customer.

The Customer shall take all reasonable precautions to prevent the loss or theft of an ATM/Debit Card and shall not disclose the PIN to any party;

## **6. LOST OR STOLEN ATM/DEBIT CARD OR PIN**

- 6.1 In the event that an ATM/Debit Card is lost or stolen or the PIN is disclosed to any other party, the Customer shall immediately, thereafter, report the said loss, theft or disclosure, together with the particulars of the ATM/Debit Card, to Citibank by telephone or in person and to the Police of the country where such loss or theft or disclosure occurred. Until the loss, theft or disclosure (as the case may be) is reported to Citibank, the Customer will be responsible for all transactions processed by use of the ATM/Debit Card.
- 6.2 Citibank may at its discretion issue a replacement ATM/Debit Card for any lost or stolen ATM/Debit Card or new PIN subject to these Terms and Conditions or such other terms and conditions as Citibank may require (at its discretion).
- 6.3 In the event that the lost or stolen card is recovered by the Customer, he shall immediately return the same cut in half to Citibank without using it. The Customer shall not use the PIN after reporting the disclosure thereof to Citibank.

## **7. TERMINATION/WITHDRAWAL OF THE ATM/DEBIT CARD AND RELATED SERVICE**

- 7.1 Citibank may terminate this service (at its discretion) by giving the Customer seven (7) days' prior written notice. Upon such termination the Customer must immediately cease all use of the relevant ATM/Debit Card(s) and return the ATM/Debit Card(s) to Citibank, and all applicable fees and charges shall be immediately due and payable to Citibank. All covenants, duties and obligations of the Customer contained herein shall continue in full force and effect notwithstanding the termination of an ATM/Debit Card.
- 7.2 Citibank may at any time, at its discretion, with prior notice, without

giving any reason and without any liability to the Customer, refuse to authorize any ATM/Debit Card transaction, or withdraw, restrict or suspend the Customer's right to use the ATM/Debit Card or impose limits on certain categories of transactions carried out with an ATM/Debit card notwithstanding, inter alia, that the Customer has an adequate credit balance in relation to the account(s) or facility(ies) of the Customer tied to the ATM/Debit Card.

- 7.3 The use of an ATM/Debit Card shall be suspended or terminated immediately upon the suspension or termination (as the case may be) of the account(s) or facility of the Customer tied to the ATM/Debit Card.

## **8. CITIBANK ONLINE SERVICES**

In addition to the terms and conditions, if any, provided on the relevant website, the following terms and conditions are applicable to Citibank's internet banking services and products provided through its website(s) from time to time (the "Citibank Online Services")

In consideration for Citibank making available the Citibank Online Services, the Customer hereby acknowledges, accepts and understands the following:

1. By using the Citibank Online Services, the Customer has accepted and agreed to be bound by these Terms and Conditions, as amended by Citibank from time to time. The Customer agrees to pay all fees, expenses or charges applicable to the Citibank Online Services, which Citibank may (i) change from time to time in its discretion and (ii) directly debit to the Customer's account(s)
2. The Customer irrevocably and unconditionally accepts as binding any transaction and/or instruction made or given in connection with the Citibank Online Services at the Customer's own risk and responsibility. Citibank's records of any transaction or instructions processed in connection with the Citibank Online Services shall constitute binding and conclusive evidence of such transaction or instruction for all purposes.
3. The Customer agrees that all security procedures used and implemented by Citibank are reasonable and adequate. The Customer shall safeguard and maintain as secret and shall diligently safeguard from disclosure and/or use by any other person(s) the Customer's Cash Withdrawal Personal Identification Number (PIN), user ID's, passwords and all other items included in the security procedures, or any, or any other authentication methods/devices, as Citibank may provide from time to time, from being disclosed to any third parties or unauthorized personnel. The Customer further agrees and undertakes that:
  - a. Citibank is not required to make any investigations regarding the identity of the user gaining access to this service, other than the PIN, User ID/ or passwords ("ID&P") provided in the security procedure, and any other additional security methods/devices implemented by Citibank at its discretion;
  - b. The Customer will be liable for the usage of the ID&P and any other authentication methods/devices used to access this service by authorized personnel, unauthorized personnel or any other third parties; and
  - c. Citibank can reasonably rely on the authenticity of transactions conducted by a user accessing this service by use of the security procedures. If Citibank has reason to doubt the genuineness of any instruction or transaction, Citibank may, in its discretion, choose not to process the instruction and/or transaction initiated through this service.
4. Citibank owns all information stored and transmitted through the Citibank Online Services and shall have the right to review, monitor, change and/ or delete such information for security or administrative or any other purpose. The Customer acknowledges that Citibank will not provide the Customer any type of hardware and/or software for enabling the usage of the Citibank Online Services.

5. The Customer agrees that Citibank may at its sole discretion:
  - a. Include additional banking products or services in connection with this service or discontinue some of the banking products and services provided in connection with this service;
  - b. Restrict the usage of the ID&P and/or any other authentication methods/devices; and
  - c. Restrict or terminate the Customer's use of this service.
6. The Customer acknowledges that access to some of the banking products or services available through the Citibank Online Services may require additional processing within Citibank which may take time because of differences in time, business hours and business days between the place where the instruction or transaction is received and the place of accounts to be debited or credited.
7. The Customer agrees that Citibank Online Services are provided exclusively for the benefit of the Customer. Citibank shall not be liable in any manner or form for providing the Citibank Online Services, including but not limited to, any of the following:
  - a. If the Customer is unable to access and/or utilize the Citibank Online Services due to any reason beyond Citibank's control including any technical, communication and/or network malfunction or breakdown;
  - b. For any loss or damage that may arise or be incurred directly or indirectly by reason of Citibank's carrying out the Customer's transactions or instructions or from any malfunction of Citibank Online Services;
  - c. For any change, alteration, additions and/or deletions to these Terms and Conditions, the Citibank Online Services, the systems of operations of Citibank Online Services or the daily cut-off times; or
  - d. For any partial, incomplete, late or failed transfer or bill payment to any payee nominated under the Citibank Online Services due to reasons beyond Citibank's control.
8. The accuracy, completeness, or timeliness of information on the Citibank Online Services is not guaranteed by Citibank and is subject to change.
9. Citibank shall not be liable for any harm caused by the transmission through Citibank's Online Service, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the Citibank Online Services or any of the Customer's software, hardware, data or property.

## **9. INVESTMENT SERVICES**

- 9.1 Citibank will have the right to disclose the Customer's investments if required by applicable law, regulation or court or administrative order.
- 9.2 The Customer's failure to provide subscription monies required for any product or transaction will entitle Citibank to liquidate the Customer's holdings and charge the Customer's account(s) for all costs and any loss or damage.
- 9.3 The Customer understands that in certain market conditions, restrictions may be imposed on the Customer's right to sell or redeem its investments in mutual funds. The Customer also understands that Citibank may establish limitations, restrictions and charges which are different from those established by the mutual fund company.
- 9.4 For purposes of this subsection titled investment Services, the Customer confirms that the Customer (a) is not a United States Person; (b) is the beneficial owner of all investments it makes through the Citibank Online Services; and (c) will not transfer the legal or beneficial interest in the investments it makes through the Citibank Online Services to a United States Person. Where the Customer transfers investments to a United States Person or becomes a United States Person, Citibank may liquidate the

Customer's holdings, settle any amounts due to Citibank and refund the balance (if any) to the Customer without any liability and responsibility for losses incurred, if any, as a result of such liquidation, settlement and transfer.

## **10. CITIBANK INVESTOR ACCOUNT SERVICE**

In addition to the Terms and Conditions, if any set forth in the completed application form and/or approval letter, the following Terms and Conditions are applicable to Citibank's investor account service and related transactions with Citibank.

In consideration of Citibank making available the investor account service, in respect of the Customer's investments (the "Investments") to be held in an account with Citibank (the "Account" or the "Customer's Account"), to the Customer on the request of the Customer, the Customer hereby acknowledges, accepts and understands the following:-

### **10.1 Appointment As Servicing Agent**

The Customer hereby appoints Citibank as servicing agent in all investment transactions on the Customer's behalf including purchases, conversions and redemptions. As the Customer's servicing agent, Citibank may, in Citibank's sole discretion, establish minimums, limitations, restrictions and charges for the Account different from those which apply to investors through other servicing agents. Except as otherwise agreed in writing, Citibank's appointment will be governed solely by these Terms and Conditions and Citibank shall have no responsibility to the Customer other than as stated in these Terms and Conditions.

## **11. ACCOUNT RELATIONSHIP TYPES:**

The type of products and services which the Customer may receive with respect to the Account shall depend on the Account Relationship Type. The Account Relationship Type depends on the information the Customer chooses to provide Citibank in relation to the personal circumstances, product category knowledge and experience of the Customer. In instances where the Customer has more than one Account with Citibank, each Account may represent a different Account Relationship Type. Both parties recognize and accept that the Customer may have different objectives for different Accounts. The Account Relationship Types are described in point 2.1 and 2.2.

### **11.1 Advised (Recommended) Account Relationship**

In an Advised (Recommended) Account Relationship, the Customer will be able to receive recommendations from Citibank and also carry out non-advised transactions in relation to a wide range of Products depending solely on the decision and discretion executed by the Customer. Citibank does not directly receive a fee for such advice; however, Citibank receives a fee in connection with the execution of the said transaction. It is clarified that the Customer is under no obligation whatsoever to follow or adhere to the advice/recommendation provided by Citibank and that the Customer shall at all times remain responsible for the consequences of any Investment decision made with respect to the Account.

Advised (Recommended) Account Relationships address the following:

- a) Completion of a comprehensive Customer risk profile. (Information relating to the Customer's Investment objectives, financial situation and knowledge and experience).
- b) This is not fiduciary relationship and as a result, Citibank will not be under any obligation to provide on-going advice in relation to the Customer's Investment(s). Citibank will be under no obligation to bring investment opportunities to the Customer's attention or to update the information or advice provided unless the Customer instructs Citibank in writing to maintain the Investments under continuous review and provide specific recommendations from time to time.

- c) Citibank is not obliged to provide continuous monitoring of the Customer's Investment(s) and neither to provide periodic portfolio reviews unless: (a) it is required by local laws or regulations; or (b) Citibank has specifically agreed with the Customer in writing to provide such service.
- d) For Advised (Recommended) Account Relationships, any recommendation provided to the Customer may be affected by any non-advised or unsolicited transactions executed within the Customer's Account (for instance, limitations resulting from the applicability of Investment related assessments/reviews).

#### **11.2 Non-Advised or (Trading) Account Relationships (No Recommendations, Advice or Solicitations)**

In a Non-Advised (Trading) Account Relationship, Citibank will provide the Customer with access to Investment(s) and Product(s) solely to allow the execution of non-advised or unsolicited transactions pertaining to a more limited range of products than are available in an Advised (Recommended) Account Relationship. It is clarified that any Investment decision carried out by the Customer with respect to the Account shall be at the sole discretion of the Customer and without recommendation or advice by Citibank. The Customer shall at all times remain responsible for the consequences of such decision.

Citibank receives a fee in connection with the execution of such transactions. Citibank shall not provide Investment related reviews and/or assessments to the Customer given the nature of the Account. The Customer's profile, for Non-Advised (Trading) Account Relationship, in addition to personal information, will consist only of information related to the Customer's product category knowledge and experience so as to establish the range of products available to the Customer within the Account.

### **12. PROFILING**

The Customer understands and agrees that in order for Citibank to make available the investor account service, to the Customer, it may require the Customer to provide information relating to the Customer including but not limited to personal circumstances and Investments knowledge and experience. Furthermore, the Customer understands and agrees that Citibank will not be required to provide the Customer with the investor account service as stated herein in the event that the Customer fails to provide Citibank with such information, if it, Citibank believes that the information provided is out of date, inaccurate and/or incomplete.

### **13. EXECUTION OF TRADE**

The Customer understands and agrees that Citibank retain(s) the right to refuse to execute a Customer requested transaction if it deems that the Customer has insufficient knowledge and experience (or has provided insufficient information to be able to determine knowledge and experience with respect to the transaction) to clearly understand the risks associated with the proposed transaction. In Advised (Recommended) Account Relationships, Citibank may in its discretion, however being at no obligation in such regard (i) perform regular or periodic risk based assessments of transactions or Accounts, and (ii) as a result of these assessments, suggest that the Customer should not execute a given transaction.

### **14. NO GUARANTEES, INSURANCE FOR ADVICE; RISK DISCLOSURE**

- 14.1 The Customer understands and agrees that (i) Citibank does not guarantee the performance of Investments, (ii) The Customer will make his/her own Investment decisions and will be solely responsible for such decision(s), (iii) participating in Investments is risky and carries inherent risk of loss, (iv) past performance is not an indication of its future performance, (v) Citibank will not be liable for any imperfection, mechanical failure or other failure within the relevant cable, telex, telephone or postal systems; and (vi) Citibank will not be

liable for any failure to perform obligations hereunder to the extent that such performance is prohibited by any laws applicable to Citibank, or to the extent such performance is restricted or prohibited by governmental act, force majeure event, or similar causes beyond Citibank's control. Citibank will execute Customer's trades on a best effort basis, and Citibank shall not be liable for any delays/losses caused therein for any reason whatsoever.

14.2 The Customer understands that Investments are not bank deposits and are not guaranteed or endorsed by, and do not constitute the obligation of Citibank, Citigroup and/or any of their affiliates, and not insured by Government or governmental agencies, unless specifically stated otherwise.

14.3 The Customer understands and agrees that Citibank may consolidate the Customer's purchase orders with those of other investors and, on the Customer's behalf and as the Customer's nominee, hold title in Citibank's name to Investments made on the Customer's instructions.

## **15. REPRESENTATION AND WARRANTIES**

15.1 The Customer represents and warrants to Citibank that (i) The Customer is not a "United States Person" and will not transfer any units in any investment to any such person, described as any of the following: (1) a United States citizen or resident or US Green Card holder; (2) a corporation, partnership or other entity organized or existing under the laws of any state, territory or possession of the United States; (3) an estate or trust of which an executor, administrator or trustee in a United States Person; (4) an agency or branch of a foreign entity located in the United States; (5) a discretionary or non-discretionary account held by a fiduciary for the benefit or account of a United States Person or (6) a foreign partnership or corporation formed by a United States Person principally for the purpose of investing in unregistered securities. Where the Customer transfers investments to a United States Person or becomes a United States Person (such transfer or change being determined by Citibank in its discretion) Citibank may liquidate the Customer's holding, settle any amounts due to Citibank refund the balance (if any) to the Customer (ii) the Customer has full legal capacity, power, authority and right to enter into and perform this Agreement and, if the Customer is other than an individual, this Agreement has been duly authorized by all necessary corporate and other actions, (iii) the Customer has duly executed and delivered this Agreement and (iv) this Agreement constitutes the Customer's valid and binding obligation enforceable against him/her in accordance with its terms. The Customer represents that all information provided to Citibank as part of any application for, in relation to, any product or service is true and accurate and the Customer hereby authorizes Citibank to make such enquiries as it considers necessary to confirm any such information.

15.2 It will be the Customer's responsibility to update the information provided to Citibank in relation to the profiling details, including changes to Investment objective, risk tolerance, knowledge and/or experience. The Customer shall remain responsible for reading and understanding all materials, disclosures and confirmation statements in connection with the product(s)/Investment(s) and to execute transaction(s) based on a full understanding of the same. The Customer shall at all times remain solely responsible for any Investment decision made by the Customer.

15.3 U.S. Persons The term "U.S. Person" means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. This paragraph shall be interpreted in accordance with the U.S. Internal Revenue Code. The U.S. Person hereby consents

to the collection, storage and processing by the Citibank, its affiliates and representatives, wherever situated, including sharing, transfer and disclosure between them, to persons from whom they receive or to whom they make payments on behalf of the U.S. Person, and the any competent regulatory, prosecuting, tax or governmental authority in the Kingdom of Bahrain and the United States Internal Revenue Service, the United States Office of Foreign Assets Control and the United States Department of Treasury (each an "Authority", together the "Authorities"), of any information relating to the U.S. Person received by Citibank, its affiliates and their respective representatives in the course of providing accounts and services to the U.S. Person, including personal data, bank account details, transactional information, and any other information either designated by U.S. Person as confidential at the time of disclosure or that a reasonable person would consider to be of a confidential, personal or proprietary nature ("Confidential Information") in connection with the provision of any service, for business development, data processing, statistical and risk analysis purposes and for compliance with any government requirement or as required by or for the purposes of any court, legal process, audit or investigation of any authority. The U.S. Person's consent shall be effective notwithstanding any applicable non-disclosure agreement and the U.S. Person acknowledges that Confidential Information may be transferred to jurisdictions that do not have strict data protection or data privacy laws. The U.S. Person represents that it has provided to and secured from any related party, U.S. Person affiliate, data subject or other person regarding whom U.S. Person has provided information to the Citibank any notices, consents and waivers necessary to permit the Citibank, its affiliates, representatives, and its and their third party service providers to carry out the actions described in this paragraph, and that it will provide such notices and secure such necessary consents and waivers in advance of providing similar information to the Citibank in the future.

#### **15.4 Australian Residents**

The Customer acknowledges that investment products are not available for Australian residents. The Customer agrees that if the Customer is, or becomes, an Australian resident, Citibank has the right to close the account(s), sell/liquidate the investment(s) as per prevailing market value(s), credit the balance to Customer's account or issue a check to Customer with the final balance of the account(s) after settlement of all duties / payables, if any, without Citibank incurring any obligation or liability in respect of such closure and liquidation and/or disclosure or the accuracy thereof.

#### **15.5 Irish Residents**

The customer acknowledges that investment products domiciled/registered in Ireland are not available to Irish residents. The Customer agrees that if the Customer is, or becomes, an Irish resident and has investments into products domiciled/registered in Ireland, Citibank has the right to close the account(s), sell liquidate the investment(s) as per prevailing market value(s), credit the balance to Customer's account or issue a check to Customer with the final balance of the account(s) after settlement of all dues/payables, if any, without Citibank incurring any obligation or liability in respect of such closure and liquidation and/or disclosure or the accuracy thereof.

### **16. SUBSCRIPTION**

The Customer understands that Citibank will customarily transmit his/her initial subscription order within a reasonable time frame following its receipt. However, if the Customer has not made collected funds available to Citibank for such initial subscription, the Customer understands and agrees that Citibank may delay transmitting the Customer's initial subscription order until Citibank receives the collected funds. Additionally Citibank will execute the Customer's trades on a best effort basis, and Citibank shall not be liable for any delays/losses caused therein for any reasons.



## 16.1 Additional Investments

The Customer may also instruct Citibank to make additional Investments for him/her from time to time in writing, or automatically or in a regular basis through his/her enrollment in any automatic investment plan Citibank may offer. However, if the Customer has not made collected funds available to Citibank for any such purchase, he/she understands and agrees that Citibank may delay transmitting his/her subscription order or cancel such order.

## 16.2 Sales Redemption/ Conversion

The Customer may instruct Citibank from time to time to sell/redeem some or all the Customer's Investments. The Customer may also instruct Citibank from time to time to convert the Customer's Investments into other Investments. In the case of redemption, the Customer will direct Citibank either to credit that proceeds of the redemption to the Customer's Account with Citibank or to send a cheque to the Customer's order to the address Citibank has for the Customer in their records. In the case of a conversion, the Customer will direct Citibank as to new Investments. The Customer understands that Citibank will customarily transmit the Customer's redemption or conversion order within a reasonable time frame following its receipt. The Customer understands and agrees that Citibank may delay the redemption or conversion of any Investment until the funds the Customer has given Citibank to purchase it are collected. Citibank will execute the Customer's trades on a best effort basis, and Citibank shall not be liable for any delays/losses therein for any reasons. If the Customer has instructed Citibank to make an Investment for which Citibank's instructions on the application requires the maintenance of a minimum balance, the Customer agrees at all time to maintain in the Account at least such minimum balance. If the balance drops below the required minimum balance amount, the Customer understands and agrees that Citibank may terminate this Agreement and close the Customer's Account in a manner provided for closing and termination in clause 15.

## 17. CHARGES

- a) In the event the Customer wishes to purchase or sell any particular Investment or to inquire or amend any particulars relating to any account the Customer may have with any depository bank/fund, fund manager/Investment house/issuer of any Investment product (the "Investment Entity"), or to enquire or amend any particulars relating to any Investment the Customer holds, the Customer agrees that Citibank may on the Customer's instructions, make the necessary administrative and facilitative arrangements to do the same (including arrange for the transfer of funds from the Customer's Account or such other account as the Customer shall instruct) and to debit the Customer's Account for any charges, commissions, fees, any other costs involved; and/or to credit the Customer's Account (or such other account as the Customer shall instruct) with the sale proceeds less any charges, commissions, fees and any other cost involved.
- b) The Customer agrees to pay Citibank a fee for the services performed under this Agreement, and the Customer also consents to Citibank receiving a fee from any Investment Entity (where applicable) in respect of Citibank performing such services on the Customer's behalf. Citibank shall not be obliged to perform any services on the Customer's behalf unless the Customer has first placed sufficient funds with Citibank to meet the costs aforementioned.
- c) Citibank shall be entitled by written notice to the Customer to state or vary from time to time the terms upon which Citibank are prepared to perform the above mentioned administrative and facilitative services on the Customer's behalf.
- d) The Customer agrees Citibank and/or the branches, affiliates, and/or subsidiaries of Citibank may make or receive a fee, commission or other compensation (in cash or in kind) in connection with Customer's Investment purchase. Sales persons and employees of Citibank may

also be paid a fee or otherwise receive a commission or other compensation (in cash or in kind) in connection with the Investment.

## **18. PURCHASE, EXCHANGE AND REDEMPTION PROCEDURES**

The Customer agrees to follow the procedures Citibank establishes for purchase, conversion and redemption orders, including procedures, under certain circumstances, for accepting the Customer's telephone instructions. To provide a record of instructions, the Customer understands and agrees that Citibank may, at its discretion, record the Customer's telephone instructions to Citibank. The Customer agrees to use the instruction forms Citibank provides to the Customer for all the Customer's written purchase, conversion and redemption orders. Citibank may delay transmitting any of the Customer's instructions until Citibank has received them in proper form.

## **19. TELEPHONE INQUIRIES**

Citibank will provide a telephone number so that the Customer can inquire about the status of the Customer's Account, including the Investment standing to the credit of the Customer's Account and the Account balance, the Customer agrees that Citibank may respond to such inquiries and provide the requested information to any persons claiming to be the Customer, provided Citibank has followed its normal customer verification procedures.

## **20. FACSIMILE AND VERBAL INSTRUCTIONS**

- a) While Citibank shall not be obliged to accept any verbal or facsimile instructions, Citibank shall be authorized to act on any verbal instructions including telephone instructions received from any person purporting to be the account holder or the authorized person/agent thereof (as notified by the Customer to Citibank in writing) and quoting the appropriate telephone personal identification number ("TPIN") and the Account Number.
- b) The Customer hereby agrees to indemnify Citibank against any improper/fraudulent facsimile instructions and/or verbal telephone instructions purported to be received from the Customer and/or the Customer's authorized representative. The Customer hereby irrevocably indemnifies Citibank against any adverse claim being made and/or prejudice being caused to Citibank which may have resulted from fraudulent instructions, error/defects in the facsimile copy of the instructions or verbal or telephone instructions on which Citibank may have acted upon in good faith.
- c) The facsimile instructions shall contain the Customer's signature and/or the signature of the Customer's authorized person/agent on all facsimile communication.
- d) If Citibank acts on the receipt of the aforesaid facsimile communication and in the event of any prejudice and/or loss being caused to the Customer, Citibank will not be held liable or responsible.
- e) The Customer understands that Citibank reserves the right not to carry out any such instruction if Citibank has any doubt whatsoever regarding its authenticity of it in Citibank's opinion it is unlawful or improper or for any other reason as may be decided by Citibank. Further, the Customer indemnifies Citibank and holds Citibank indemnified against any consequences, claims, actions, proceedings or losses whatever that may arise or be incurred by reason of Citibank's taking of refusing to take any action upon receiving telephonic Customer understands that the telephone instructions may be recorded by Citibank and may be used as evidence in a court of law and authorize Citibank to do so.

## **21. STATEMENTS**

- 21.1 Citibank will send the Customer a statement of the Customer's Account listing all transactions for the statement period. Citibank will also arrange to send separate confirmations of individual purchases, redemptions and conversions. The Customer will notify Citibank

promptly of any errors in such statement and confirmations. Citibank may omit sending the customer a statement for any six months where the Customer's Account has had a zero balance and no activity. The Customer understands that if the Customer has selected to have distributions reinvested any such distributions will be confirmed to the Customer in the Customers statement.

- 21.2 The Customer will notify Citibank in writing of any incorrect details within thirty (14) days of the dispatch. If Citibank does not hear from the Customer within this period, Citibank may consider that the Customer is in agreement with the balance indicated on the statement and the Customer irrevocably agrees and undertakes not to make any claim or raise any dispute with regard thereto after the expiry of the aforesaid period.

## **22.ACCOUNT CLOSING/REDEMPTION UPON TERMINATION**

- a) The Customer understands and agrees that redemption of all Investments will not automatically terminate the Investment Account Service or close the Customer's Account. Any fees or charges normally assessed on an active account will continue to be assessed even if the account has a zero balance. Citibank has and reserves its right to terminate/close the account at any time.
- b) The Customer may terminate the Investment Account Service provided to the Customer and close the Customer's Account by giving Citibank thirty (30) days' advance written notice.
- c) Citibank may, in Citibank's sole discretion, terminate the Investment Account Service provided to the Customer and close the Customer's Account at any time, effective upon notice to the Customer.
- d) Prior to termination or close the Customer Account(s), Citibank is authorized to redeem/sell/liquidate all of the Customer's Investments to another servicing agent the Customer designate.
- e) Redemption/conversion of Investments pertaining to joint accounts in instances of termination or closure of Customer's Account(s) will be executed based on receipt of instructions from any one of account holders.

## **23.ACCOUNT DOCUMENTATION**

The Customer's Account will not be opened until all documentation required by Citibank is received. Citibank will notify the Customer if the Customer's application is missing documentation.

## **24.JOINT ACCOUNT**

- a) If the Customer's Account used for funding investments is a joint account and has selected 'And/or' option, each of the respective Customers understands that they will authorize Citibank to, follow the instructions of any of the respective Customers without obtaining the consent of all of the respective Customers. Each of the respective Customers will be fully liable for any amounts due to Citibank under these Terms and Conditions, and each of the respective Customers hereby agrees that Citibank may sue any or all of the Customers who shall be joint and severally liable.
- b) In order for Citibank to be able to provide investor account services under joint Accounts, - Citibank will carry out profiling as stated in clause 3 with either Customer who would, for the purposes of the determining the Account Relationship Type, be considered or deemed as the "primary account holder" or "primary decision maker", on the basis of Customer's preference/convenience. However, all joint account holders will need to sign and execute the risk profiling form, indicating that they are in mutual agreement to the risk profile responses provided by the designated primary account holder or primary decision maker. All transactions executed in respect of the Account by any of the joint account holders shall be determined in accordance with the profiling details provided by the primary account holder or primary decision maker.
- c) Unless each joint account holder has instructed Citibank in writing to accept only instructions signed by all joint account holders, each joint account holder of a joint account holder has sufficient authority

individually to carry out transactions and issue instructions pertaining to the Account.

## **25. INDEMNITY; LIMITATION OF LIABILITY**

- a) The Customer undertakes and agrees to indemnify Citibank and hold it harmless against any loss, damage, liability, costs and expenses, whether legal or otherwise, which Citibank may incur by reason of a product or otherwise under these Terms and Conditions including, without limitation  
(a) any breach thereof by the Customer, (b) Citibank's provision of the hold mail services to the Customer, (c) Citibank's processing of standing instructions from the Customer, (d) Citibank's acting on any instructions given by the Customer, or any person purportedly authorized to give instructions on behalf of the Customer, including instructions given by telephone, facsimile, AVR (as hereinafter defined) or similar means, (e) any imperfection or mechanical failure within the relevant facsimile, telephone, AVR or similar systems, (f) the Customer's use of the Citibank ATM card or (g) the enforcement of Citibank's right as herein by Citibank in enforcing and seeking to enforce these Terms and Conditions or otherwise, may be debited to the Card Account or any other accounts of the Customer with Citibank and shall be paid by the Customer. For the avoidance of doubt, the indemnification obligations of the Customer hereunder shall survive the termination of all or any products.
- b) Citibank shall not have any liability for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such loss or damages.

## **26. RIGHT OF SETOFF**

- a) In addition to any general right of set-off or other rights conferred by the law to Citibank, the Customer agrees that Citibank may in its absolute discretion at any time and with prior notice to the client notice, combine or consolidate all or any accounts of the Customer with Citibank of whatsoever description and wherever located and whether in BD or any other currency and set-off or transfer any sum standing to the credit of any such accounts including a joint account with a Supplementary Cardmember or with a joint account holder in or towards discharge of all sums due to Citibank hereunder, and the Customer hereby authorizes Citibank to convert such sums in his/her account at Citibank's prevailing exchange rates determined by Citibank at its sole discretion.
- b) All securities and property held by Citibank in the Customer's name, including time deposits, may be held as security for the payment of any amounts due to Citibank from the Customer.

## **27. GENERAL/INTERPRETATION**

- a) References to general/combined Terms and Conditions or "Terms and Conditions" shall be understood to be reference to the Terms and Conditions contained in the Customer's completed application form together with the general/combined Terms and Conditions delivered to the Customer, which is available upon request at branches and at Internet banking site of Citibank <http://www.citibank.com/bahrain>.
- b) Any subject not covered or partially covered here will be governed by respective provision/s of the general Terms and Conditions. In case of a conflict between terms and condition(s) here and general Terms and Conditions, provision of [this form] will supersede.
- c) The Customer agrees that, by conducting action(s) or using services/products offered he/she further confirms that the Terms and Conditions is received, read, understood and agreed with. The Customer acknowledges that the Terms and Conditions may be changed by Citibank from time to time and is available upon request and at the internet website of Citibank <http://www.citibank.com/bahrain>.
- d) In the case of a dispute, the English text of these Terms and Conditions is to be taken as valid and binding on the parties thereto and in the case of difference or discrepancy between the English text and the text

in any other language, the English text shall prevail.

## **28.LEGAL STATUS**

The Customer understands that it is his/her responsibility to seek legal and/or tax advice regarding the legal and tax consequence of his/her investment transactions. If the Customer changes residence, citizenship, nationality, or place of work, it is his/her responsibility to understand how his/her investment transactions are affected by such change and comply with all applicable laws and regulations as and when such becomes applicable. The Customer further understands that Citibank does not provide legal and/or tax advice and are not responsible for advising him/her on the laws pertaining to his/her transaction.

## **29. DISCLOSURE OF INFORMATION**

The Customer consents to disclosure of information available with Citibank concerning the Customer to Government authorities, Regulators, Citibank's headquarters, subsidiaries and/or affiliates of Citigroup, service providers, agents, insurers, third party financial institutions, credit report agencies, debt collection agencies or any other persons as it deems fit.

### **Governing Law**

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Kingdom of Bahrain. The Customer irrevocably agrees that the civil courts in the Kingdom of Bahrain shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions and for such purposes the Customer irrevocably submits to the jurisdiction of such courts.

## **30.CITIBANK ALERTING SERVICES**

In addition to the terms, if any, set forth in the completed application form and/or approval letter, the following terms and conditions are applicable to the Citibank Alerting Services.

In consideration of Citibank making available the Citibank Alerting Services; the Customer acknowledges, accepts and understands the following:

## **C. GENERAL**

- I. The Customer understands that under the Citibank Alerting Services, Citibank will send the Customer customized alert messages with respect to events/ transactions relating to the Customer's account(s) with Citibank (which may be a savings/current/fixed deposit/ equity advance/ any other account).
- II. The Customer understands that registration for Citibank Alerting Services shall be treated as registration for the Citibank Online Services and evidence of the Customer's consent to be bound by these Terms and Conditions. Citibank reserves the right to accept or refuse the Customer's registration application without providing any reason whatsoever. The Customer understands that Citibank may, from time to time, send the Customer additional Citibank Alerting Services that are relevant to the Customer's Account(s) or Citibank's products, which may be of interest to the Customer. The Customer may request Citibank not to send the Customer information that is irrelevant to the Customer's Account(s) at any point in time as the Customer so desires. The Customer gives Citibank its consent to receive such information.
- III. The Customer shall advise Citibank immediately in the event of any change in any of the information it provides to Citibank in connection with the Citibank Alerting Services i.e. the Customer's mobile number, e-mail account, fax number, etc. Citibank will in no way be liable for the Customer's fail to provide updated information to Citibank. The Customer agrees to provide any additional information required by Citibank, from time to time, for the purpose of making this service available to the Customer. The Customer certifies that the details in the Customer's relationship record with Citibank are correct. The Customer shall advise Citibank immediately in the event

there are any changes to the details of the Customer's relationship record. The Customer agrees to avail of this service on the terms and conditions stated below and accepts and agrees to be bound by the said terms and conditions.

## **1. DEFINITIONS**

In these Terms and Conditions where the context so admits the following expressions shall have the meanings herein designated unless the context otherwise requires:

"Alerts" means the customized messages related to predetermined and linked accounts of Customer in response to the Triggers sent by short messaging service ("SMS") over the system registered mobile phone and/or registered email ID.

"Bank" means the branch of Citibank in the Kingdom of Bahrain with which the Citi-Alert Account is maintained.

"Citi-Alert Account" means any account that the Customer has with Citibank, which may be a savings/current/fixed deposit/equity advance/credit card or any other account, for which the Citibank Alerting Services are utilized.

"CSP" means the Cellular Service Provider with whom Citibank has an arrangement for providing the Citibank Alerting Services.

"Triggers" means the customized triggers to be set or placed by the Customer with Citibank with respect to specific events or transactions relating to the Citi-Alert Account in order to enable Citibank to send the corresponding Alerts to the Customer and generalized alert messages (example: birthday greetings, launch of service notices) set by Citibank from time to time.

## **2. AVAILABILITY**

- I. Sending the Customer Transactional Advice Alerts is mandatory as per the CBB.
- II. The Alerts will be sent to the Customer only if the Customer is within the cellular circles of the CSPs in circles forming part of the roaming network of such CSPs.
- III. Citibank may, if feasible, extend this service to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by Citibank from time to time.

## **3. PROCESS**

- I. To receive Alerts, the Customer may select and set all or any of the Triggers available on Citibank's Kingdom of Bahrain website [www.citibank.com/bahrain](http://www.citibank.com/bahrain). The Customer may also set any Triggers with Citibank through CitiPhone Banking or by conventional written instructions to Citibank.
- II. The Customer is responsible for keeping himself/herself informing about the process of using Citibank Alerting Services and Citibank is not responsible for any errors by the Customer in setting the Triggers.
- III. To set Triggers through Citibank's Kingdom of Bahrain website, the Customer may be required to use the Citibank Online Services and the terms and conditions relating thereto will apply. To set Triggers through CitiPhone Banking the Customer will be required to use his/her TPIN and the Terms and Conditions relating to the Citibank Online Services and CitiPhone Banking must read in conjunction with and in addition to these Terms and Conditions. To set the Triggers by conventional written instructions, the Customer will fill in the prescribed application form and sign the same and deliver it by fax/courier to Citibank in order for Citibank to set the Alerts for the Customer after following Citibank's internal verification process of

such application.

- IV. The Customer acknowledges that Citibank Alerting Services will be implemented in stages and Citibank may at later stage, as and when feasible, send Alerts via additional mediums of communication. Initially, Alerts shall be sent via e-mail and through SMS messages to the mobile phone of the Customer. Citibank may, from time to time, change the features of any Trigger or Alert. The Customer will be responsible for keeping himself/herself updated as to the available Triggers and Alerts, which will be notified by Citibank over its Kingdom of Bahrain website [www.citibank.com/bahrain](http://www.citibank.com/bahrain). The Customer may, from time to time, change or add to the Triggers he has selected without the necessity of a new registration.

#### **4. JOINT ACCOUNTS**

This service will be available for accounts held in one person's name or in case of "either/survivor" instructions, only to the primary or first named signatory.

#### **5. SETTING TRIGGERS AND RECEIVING ALERTS**

- I. Citibank, at no time, will acknowledge receipt of any instructions or Triggers sent by the Customer nor will Citibank be responsible to verify any instructions or Triggers or the Customer's TPIN or mobile phone number. Citibank will endeavor to give effect to instructions and Triggers on a best effort basis and as soon as practically possible for Citibank.
- II. Citibank may in its discretion, not give effect to any Triggers if Citibank has reason to believe (the decision of Citibank shall be binding on the Customer) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever. Citibank is under no duty to notify the Customer in such cases.
- III. The Customer is responsible for notifying Citibank of any change in his/her phone number or e-mail address or Citi-Alert Account details, and Citibank will not be liable for the Customer's receipt of (or failure to receive) Alerts or other information over the Customer's mobile phone number/email address/fax number recorded with Citibank.
- IV. The Customer acknowledges that to receive Alerts, his/her mobile phone must be in an "on" mode. If the Customer's mobile phone is kept "off" for a continuous period of forty eight (48) hours from the time of delivery of an Alert message by Citibank, that particular message will not be received by the Customer.
- V. Triggers will be processed by Citibank after their receipt by Citibank. The processing time for Triggers will be decided by Citibank in its discretion. The Customer acknowledges that there will be a certain time lag between Citibank processing the Triggers and sending the Alerts.
- VI. The Customer acknowledges that this service is dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by Citibank and the Customer. The Customer accepts that timeliness, accuracy and readability of Alerts sent by Citibank will depend on factors affecting the CSPs and other service providers. Citibank shall not be liable for non-delivery or delayed delivery of Alerts, errors, losses or distortion in transmission of Alerts to the Customer. Citibank shall not be liable for the Customer's lack of receipt of Alerts due to technical defects in the Customer's phone or any damage or loss incurred by the Customer as a result of use of this service (including relying on the Alerts for the Customer's investment or business purposes) for causes which are not directly attributable to Citibank. Citibank shall not be liable in any manner to the Customer in connection with the use of this service.
- VII. The Customer accepts that each Alert may contain account information relating to the Customer. The Customer authorizes Citibank to send account related information, though not specifically requested, if Citibank deems that the same is relevant. The Customer acknowledges

that the Alerts and other information sent to him contain confidential information and should such confidential information be sent to another individual through no fault of Citibank, Citibank is in no way to be held liable.

- VIII. By agreeing to these Terms and Conditions, the Customer accepts the option to use the enhanced options as and when they are made available, which may include but not limited to: the transferring of funds, the making of bill payments and the transferring of funds from one currency to another. Upon Citibank's offering of the enhanced options, the Customer shall be advised as to the fees charged for the various enhanced options available. Such alerts shall be charged on a per transaction basis.

## **6. WITHDRAWAL OR TERMINATION**

Citibank may, in its discretion and without prior notice, temporarily suspend this service or terminate it completely.

## **7. FEES**

Transactional Advice Alerts will be provided to Customers free of charge. Any other Alerts may be made available by Citibank on a complimentary basis for a limited period.

## **8. DISCLAIMER**

- I. The Customer is solely responsible for protecting his/her TPIN or APIN and his/her mobile phone number.
- II. Citibank will not be liable for (a) any unauthorized use of the Customer's TPIN or APIN or mobile phone or for any fraudulent, duplicate or erroneous instructions/Triggers given by the use of the Customer's TPIN or APIN or mobile phone number; (b) acting in good faith on any instructions/Triggers received by Citibank; (c) any error, default, delay or inability of Citibank to act on all or any of the instructions/Triggers; (d) any loss of any information/instructions/Alerts in the transmission; or (e) any unauthorized access by any other person to any information/instructions/Triggers/Alerts or any breach of confidentiality.
- III. Citibank will not be concerned with any dispute between the Customer and the CSP or any other third party, and Citibank makes no representation or warranty with respect to the quality of the service provided by the CSP or any third party and makes no guarantee for timely delivery or accuracy of the contents of each Alert or other information.

## **9. DISCLOSURE**

The Customer accepts all the information/instructions/Triggers will be transmitted to and/or stored at various locations and will be accessed by personnel of Citibank (and its affiliates). Citibank is authorized to provide any information or details relating to the Customer or his account to the CSPs or any service providers insofar as is necessary to give effect to any instructions/Triggers.

## **10. LIABILITY AND INDEMNITY**

The Customer shall not interfere with or misuse in any manner whatsoever this service and in the event of any damage due to improper or fraudulent use by the Customer, the Customer shall be liable for any damages to Citibank. If the Customer notifies Citibank that it wishes to unsubscribe from this service, the Customer shall remain liable for all the Triggers, Alerts and transactions that occur prior to Citibank deactivating the Customer's Citibank Alerting Services.

## **11. UNFIXED TIME DEPOSIT**

In addition to the terms, if any, set forth in the completed application form and/or approval letter, the following terms and conditions are applicable to Citibank's Unfixed Time Deposit product and related transactions with



Citibank identified below.

The bank account which the Customer pledges for the purpose of the Unfixed Time Deposit (referred to herein as the "Pledge Account") is subject to those terms and conditions. The loan provided, secured principally on the Pledge Account (referred to herein as the "Facility") shall be subject to those terms and conditions relating to Loans as set out in

**Section C.**

The Facility is made available to the Customer by Citibank for the Term (as specified in the approval letter or otherwise notified to the Customer by Citibank in writing from time to time). In consideration for the Facility the Customer hereby pledges the deposit in the Pledge Account as security for the repayment of the Facility.

The Customer may draw down funds from the Facility from time to time but the Facility may not exceed the Credit Limit (being the amount specified in the approval letter or otherwise as notified to the Customer by Citibank in writing from time to time).

- a. The Customer undertakes to repay the Facility along with all accrued interest, costs, charges, and other expenses relating to the Facility.
- b. Interest of the Facility will be calculated and accrue on a daily basis on the outstanding balance (including the amount outstanding, interest already accrued, costs, expenses, and charges) of the Facility.
- c. The Customer confirms and agrees that Citibank shall have the absolute right to, from time to time, determine the applicable rate of interest for the Facility and appropriate payments under such heads as it deems expedient.
- d. The Customer hereby pledges the Deposit to Citibank as security for repayment of the Facility. The Customer undertakes not to transfer any funds from the Pledge Account during the Term.
- e. Upon a default or by giving thirty (30) days prior notice Citibank is hereby authorized to liquidate the Deposit and appropriate monies therefrom towards repayment of the Facility and any and all other outstandings against the same.
- f. The Customer shall comply with and be bound by the rules and regulations for the time being and from time to time, in force governing the operation of the accounts, the terms of the Facility Agreement and the terms and conditions governing the Deposit.
- g. The Customer shall not close the Pledge Account until the Facility and all other dues payable thereunder or in respect thereof are repaid along with the accrued interest thereon.
- h. All interest earned on the Deposit shall be credited to the Pledge Account and stand pledged to Citibank.
- i. The Deposit shall also be security for all other monies that may be due and payable by the Customer to Citibank, including as a surety or co-obligor either, singly or along with any other person.
- j. The Customer shall not grant any interest in the Deposit to any person other than Citibank.
- k. The Customer shall inform Citibank, forthwith, of any change in his/her address or other contact details or status, as and when such change takes place.
- l. The Customer shall accept as due notification any change in conditions governing the account or the deposit when sent to the last known address of the Customer as per the records of Citibank.

- m. The Customer shall assume full responsibility for the genuineness and correctness of the authority of all signatories of the account and/or the Deposit and/or the Facility and for acts of such signatory/ies.
- n. Nothing herein contained shall operate to prejudice the rights and remedies of Citibank in respect of any obligations to Citibank or prejudice or effect any general or particular lien to which Citibank is by law or otherwise entitled to or operate to prejudice Citibank's rights or remedies in respect of any present or future security, guarantee or obligation given to Citibank by any other person for any of the Customer's indebtedness or liability.
- o. The Customer indemnifies and shall keep Citibank indemnified, from time to time, and at all times thereafter, against any claims, demands, costs, charges, expenses or any other liabilities of whatsoever nature and howsoever arising out of or in relation to the said lien so created by reason of Citibank having advanced the Facility to the Customer.
- p. The Deposit and all interest accrued or which may become payable under or by virtue of such Deposit shall be a continuing security for Citibank for the payment and discharge by the Customer to Citibank of all moneys which may be due, owing or accruing from the Customer to Citibank with respect to the Facility.
- q. Notwithstanding anything herein contained, Citibank shall have a lien over all the assets of the Customer in Citibank's control and a right of set-off against any monies due from Citibank to, either, the Customer or the Customer and to combine all the Customer's accounts for recovery of Citibank's dues.
- r. Citibank is authorized to renew the Deposit without any reference to the Customer on the expiration of the present term and from time to time thereafter for the same tenor as before unless Citibank has received any contrary instructions from the Customer. This is without prejudice to Citibank's right and discretion to appropriate and adjust the amount of the Deposit together with interest/commission/fee outstanding from the Customer, at any point of time.
- s. The Customer shall, at its costs, execute and carry out such acts, deeds and things as Citibank may require in relation to the said lien and agree to bear and pay all costs, charges and expenses of and/or incidental to the lien hereby created.
- t. The Customer has the right to change the bank account number of deposit and to split the deposit.
- u. These terms shall be governed by and be subject to the laws of the Kingdom of Bahrain.
- v. Notwithstanding anything to the contrary contained herein, in the event that the applicable on the operation of the Deposit, the Facility and/or Citibank are altered or changed, the same shall stand automatically incorporated in these terms and conditions.

#### **D. GENERAL TERMS AND CONDITIONS**

The following terms and conditions are applicable (unless the context requires otherwise) to all Citibank products and services and related products and services referenced in these Terms and Conditions. For purposes of this Section (Unless the context requires otherwise) references to the term "Customer" shall be a reference to a customer of Citibank in its capacity as a Cardmember, Customer, and/or Borrower, hereunder, and references to the term "Product" or "Products" shall be a reference to the Citibank products and services and all related products and services referenced in these Terms and Conditions.

## 1. DISCLOSURE OF INFORMATION

- a. The Customer irrevocably authorizes and permits Citibank as it deems fit to disclose and furnish, both inside and outside the Kingdom of Bahrain information, including financial information, concerning the Customer, the Customer's accounts with Citibank, the Products and the Customer's affairs (the "Information") required by any applicable law, statute, regulation, government body or directive of or court order or similar process enforceable in any relevant jurisdiction, and or to Citibank's headquarters, subsidiaries, affiliates, associates, branches, service providers, assignees, agents, insurers, third party contractors, third party financial institutions, credit reporting agencies, debt collection agencies or any other persons in order to enable Citibank to perform its obligations hereunder or to enforce the Customer's obligations hereunder or otherwise at the sole discretion of Citibank.
- b. The Customer also irrevocably authorizes and permits Citibank to disclose and furnish the Information in case there are any proceedings brought by Citibank against the Customer or vice versa, or any third party against the Customer or Citibank in respect of the Customer's account(s) or transactions with Citibank.
- c. The Customer also irrevocably authorizes and permits Citibank to disclose and furnish the Information to advisors or agents of the Customer who need the Information to fulfill their duties and obligations towards the Customer or secure interests or rights of the Borrower, required in respect of any proceedings relating to the Customer's account(s) and transactions with Citibank, required by a court or other government or official entity, required by a credit bureau or such similar agency or otherwise required by law.
- d. The Customer authorizes the disclosure of information in all of the cases mentioned above without the need for prior consent or approval or notification in any manner whatsoever.
- e. By agreeing to these Terms and Conditions, the Customer expressly provides Citibank with its consent to share the Customer's information (including but not limited to personal information, address and account information) as described in these Terms and Conditions and the Customer agrees to expressly give up any right to secrecy the Customer may have under banking secrecy laws and regulations of the Kingdom of Bahrain and in other jurisdictions ("Banking Secrecy Laws and Regulations"). In particular the Customer agrees to give up the right to secrecy by unequivocal consent pursuant to Article 117 of the Central Bank of Bahrain and Financial Institutions Law (Decree No. 64 Of 2006) and Article 371 and Article 372 of the Bahrain Penal Code (Law No. 15 of 1976) each as amended or replaced from time to time ("Banking Secrecy Laws of Bahrain"). The Customer expressly agrees not to hold Citibank or any member of the Citi Group (including any officers, staff and third party agents) liable in relation to such Banking Secrecy Laws and Regulations and Banking Secrecy Laws of Bahrain, unless Citibank has acted fraudulently or with willful misconduct or gross negligence.
- f. Citibank shall have the right to check the credit standing of an applicant for a product and the Customer under any circumstances whatsoever, whether or not such circumstances relate to or arise out of a Product or an application for a Product. The Customer consents to the disclosure of the last known address of the Customer to any Merchant, bank or Visa International , MasterCard or its successors and the disclosure of the Card numbers of the new, renewed or Replacement Cards to Merchants and other interested person.
- g. The Customer must notify the Bank of any changes (including any amendments and renewals) in the Identification Documents the Customer has provided to the Bank which includes but is not limited to passport, CPR, residence permit and/or company commercial registration certificate if the Customer is a company and a sole proprietorship and any other identification documents provided to the Bank. The Customer must also provide a copy of each identification document which has been amended and/or renewed to the Bank.

## **Your Data Protection Rights**

If you normally reside in the Kingdom of Bahrain or have a workplace there, you have the following rights in relation to your personal information under the Law No. 30 of 2018 promulgating the Personal Data Protection Law ("PDPL"):

### **The right to be notified of the processing,**

The right to access your personal information on request. You can ask us to provide a copy of the personal information we hold about you,

The right to rectification, blocking or erasure. You have the right to ask us to have personal information we hold about you removed or any inaccurate personal information about you corrected,

The right to object to processing for direct marketing purposes,

The right to object to processing that causes harm to you or others,

The right to object to processing based on automated processing.

If applicable, you also have a right to make a complaint to the Personal Data Protection Authority in the Kingdom of Bahrain.

You can withdraw consent granted to Citi for the processing of your personal information at any time.

Please note that the withdrawal only applies going forwards, it does not have retrospective effect. Processing that was carried out before the withdrawal was notified is not affected by it.

### **Further Information on your Rights of Objection in Bahrain**

#### Right to Object to Data Processing for Direct Marketing Purposes

Citi may process your personal information in order to conduct direct marketing. You have the right to object to the processing of your personal information for the purpose of this type of marketing at any time.

If you object to processing for the purpose of direct marketing, we will no longer process your personal information for this purpose.

#### Right to Object to Data Processing that Causes Harm or Distress

You have the right to object to the processing of your personal information for a specific purpose or in a specified manner, in either of the following two instances:

- if the processing for such purpose or in that manner causes substantial and unwarranted harm or distress to you or others; or
- if there are reasonable grounds to believe it is likely that the processing for such purpose or in that manner will cause substantial and unwarranted harm or distress to you or others.

The right to object does apply where you have agreed to the processing or where the processing is necessary for one of the grounds for lawful processing stipulated in the applicable law.

If you submit an objection, you will need to give reasons and evidence to support the objection.

If you object processing by us for a specific purpose or in a specified manner, we may not be able to provide Services and maintain a business relationship.

#### Right to Object to Decisions Made Based on Automated Processing

In instances where a decision is taken by Citi based only on automated processing of your personal information to evaluate you (e.g. in terms of your performance at work; your financial position; your qualification for borrowing; your behavior or your trustworthiness) you have the right to request that another evaluation method be adopted that does not rely on automated processing.

#### Individual Right of Objection

On grounds relating to your particular situation, you shall have the right of objection to processing of your personal information at any time, in line with Article 4 paragraph 5 of the PDPL (data processing based on balancing interests).

If you submit an objection, we will no longer process your personal information unless we can give evidence of mandatory, legitimate reasons for processing, which outweigh your interests, rights, and freedoms, or processing serves the enforcement, exercise, or defense of interests.

Please note, that in such cases we will not be able to provide Services and maintain a business relationship.

#### **Data Transfer outside of Bahrain**

Your personal information may be transferred outside of the Kingdom of Bahrain and stored and processed in another country where Citi has facilities or in which we engage service providers.

Some of these countries may not have laws that provide the same level of data protection as the laws of Kingdom of Bahrain and are not recognized by the Personal Data Protection Authority as providing an adequate level of protection.

We only transfer personal information to these countries as permitted under applicable laws (e.g. with your consent or when the transfer is necessary for the Services we provide you) or with the authorization of the Personal Data Protection Authority when we have provided sufficient guarantees regarding the protection of privacy.

#### **Data Controller - Bahrain**

Your consent of the Notice and User Agreement upon joining the Citi Alumni Site is deemed that you agreed that your personal information will be controlled, not by Citibank, N.A., Bahrain Branch nor other subsidiaries and affiliates in Bahrain ("Citi Bahrain"), but by Citigroup Inc. NY, USA and/or Citi entity which operates the Services you are accessing. Citi Bahrain is solely responsible for the use of your personal information within the Kingdom of Bahrain, when it is used by Citi Bahrain, under the applicable laws of the Kingdom including the PDPL. Your personal information and the Submitted material can be shared with Citi Bahrain and use such personal information and material for any marketing purpose without your prior consent. When Citi Bahrain obtains personal information our personal information via the Services, the use will be controlled by and be bound to the necessary process and procedure following the applicable laws of the Kingdom of Bahrain.

## **2. INDEMNITY: LIMITATION OF LIABILITY**

The Customer undertakes and agrees to indemnify Citibank and hold it harmless against any loss, damage, liability, costs and expenses, whether legal or otherwise, which Citibank may incur by reason of a product or otherwise under these Terms and Conditions including, without limitation (a) any breach thereof by the Customer, (b) Citibank's provision of the hold mail services to the Customer, (c) Citibank's processing if standing instructions from the Customer, (d) Citibank's acting on any instructions given by the Customer, or any person purportedly authorized to give instructions on behalf of the Customer, including instructions given by telephone, facsimile, AVR (as hereinafter defined) or similar means, (e) any imperfection or mechanical failure within the relevant facsimile, telephone, AVR or similar systems, (f) the Customer's use of the Citibank ATM card or

(g) the enforcement of Citibank's rights as herein provided. All costs and expenses including attorneys' fees incurred by Citibank in enforcing and seeking to enforce these Terms and Conditions or otherwise, may be debited to the Card Account or any other accounts of the Customer with Citibank and shall be paid by the Customer. For the avoidance of doubt, the indemnification obligations of the Customer hereunder shall survive the termination of all or any Products.

Citibank shall not have any liability for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such loss or damages.

Citibank will not be responsible for any failure to perform any of its obligations hereunder if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other requirement of any governmental or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations will be suspended for so long as the Force Majeure Event continues (and no other branch, subsidiary or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond the reasonable control of Citibank, involuntary transfers, unavailability of any clearing of payment system, sabotage, fire, flood, explosion, acts of God, civil, commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

### **3. RIGHT OF SETOFF**

- a. In addition to any general right of set-off or other rights conferred by the law to Citibank, the Customer agrees that Citibank may in its absolute discretion at any time and combine or consolidate all or any accounts of the Customer with Citibank or whatsoever description and wheresoever located and whether in BD or in any other currency and set-off or transfer any sum standing to the credit of any such accounts including a joint account with a Supplementary Cardmember or with a joint account holder in or towards discharge of all sums due to Citibank hereunder, and the Customer hereby authorizes Citibank to convert such sums in his/her account at Citibank's prevailing exchange rates determined by Citibank at its sole discretion. The client will be notified for all the changes.
- b. For the purpose of enabling Citibank to preserve intact the liability of any party, including the Customer, once a writ or summons has been issued to prove the bankruptcy or insolvency of the Customer or, for such other reason as Citibank thinks fit, Citibank may at any time deposit and retain or such time as Citibank may think prudent any monies received, recovered or realized hereunder or under any security or guarantee to the credit of the Customer, as Citibank may think fit, without any obligation on the part of Citibank to apply the same or any part thereof in or towards the sums due and owing.
- c. The Customer Citibank may debit any account of the Customer of whatever description and wherever located for any charges, fees or expenses payable for services rendered by Citibank and may convert sums in any such account at Citibank's prevailing exchange rates determined by Citibank in its sole discretion.
- d. All securities and property held by Citibank in the Customer's name, including time deposits, may be held as security for the payment of any amount due to Citibank from the Customer.

### **4. NOTICES: INSTRUCTIONS; COMMUNICATIONS**

- 4.1 The Customer must promptly notify Citibank in writing of any changes in employment in business or address (office or residential) or nationality or residence status or if the Customer intends to be absent from the Kingdom of Bahrain for more than thirty (30) days.

- 4.2 If the Customer will be absent from the Kingdom of Bahrain for more than one (1) month, the Card Account and the Monthly Installments or any other amounts due during the absence shall be settle seven (7) days prior to his/her departure.
- 4.3 If the Customer leaves the Kingdom of Bahrain to take up residence elsewhere, the Card and Supplementary Card(s) shall be returned to Citibank fourteen (14) days prior to the Customer's departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and Clause D(1) 8.10 shall henceforth be operative upon such termination, the annual fee paid shall not be refundable.
- 4.4 Subject to Clause J.4.11, all Cards, Citicards, PIN, notices, Statements of Account, demands or any other communication under these Terms and Conditions (hereinafter collectively called "Communications") may be delivered personally or sent by ordinary post to the Customer's last known billing or other address and such Communications shall be deemed to be served on the Customer on the day of delivery, if delivered by hand and on the next business day after posting if sent by post. All Communications under these Terms and Conditions sent to one Customer shall be deemed to be Communications sent to all other Customers.
- 4.5 Any instructions conveyed by the Customer through the Automated Voice Response ("AVR") shall be deemed valid and Citibank may act upon and use such records as evidence in a court or other legal proceedings.
- 4.6 Citibank may, at its sole discretion, accept instructions from the Customer by telephone (either through human interface, including Citiphone or AVR), allow the Customer to open additional accounts with Citibank or purchase products or services from Citibank over the telephone. Telephone instructions (including orders and purchases) to Citibank shall be considered valid and binding on the Customer, and Citibank may act upon instructions conveyed through this method. The Customer agrees in the case of telephone communications that Citibank may require the Customer to enter a password, may ask the Customer questions about himself/herself and about particulars of the Customer's account(s) including a personal identification number in order to verify the Customer's identity and may require a call-back procedure, all as deemed appropriate by Citibank. The Customer irrevocably and unconditionally consents to Citibank recording the Customer's telephone conversations with Citibank to provide evidence of instructions and other verbal communications and accepts that such record may be used by Citibank to provide evidence of instructions and other verbal communications and accepts that such record may be used by Citibank as evidence in a court of law or any legal proceeding. It is also understood and agreed to by the Customer that only the Customer may communicate instructions over the telephone to Citibank. Citibank does not have to accept telephone instructions by a nominee of the Customers, and the Customer will not allow anyone other than the Customer to make telephone instructions on its behalf. The Customer is obliged to keep any password and any identification number designated by or provided to him/her hereunder as confidential, and he/she shall be responsible for any consequence that may arise from the use by other parties of such password. The Customer further understands and agrees that accepting telephone instructions shall at all times be subject to the sole discretion of Citibank and that Citibank may, at its sole discretion, refuse to act based on verbal instructions. The Customer acknowledges that the range of services provided over the telephone may change from time to time.
- 4.7 Instructions sent by the Customer to Citibank through facsimile communication shall be considered valid and binding on the Customer and Citibank may act upon instructions conveyed through this method. The Customer understands that Citibank may process any instruction that Citibank believes in good faith to have been issued by the Customer or the Customer's authorized representative(s) and that Citibank will not be obliged to seek confirmation of the authenticity of the instruction.

- 4.8 Citibank shall be entitled to rely on all instructions it believes in good faith to have been issued by or on behalf of the Customer.
- 4.9 If required by Citibank, the Customer must confirm in writing any communications relating to any transaction and to provide originals of all applicants and other documents that are, in the sole opinion of Citibank, required or necessary to be provided for the transactions that are initiated by such communications. Such documents shall be delivered to Citibank immediately after the execution of such transactions, and all such documents will bear the wording "CONFIRMATION COPY - PLEASE AVOID DUPLICATION". Failure to deliver such original confirmation shall not affect the Customer's liability arising in connection with such communications.
- 4.10 The Customer undertakes to check all notifications of amounts owing to and received from Citibank, including without limitation, account statements. If no objection is received from the Customer within thirty (30) days of dispatch to the Customer of such a notification to the address as it appears in the records of Citibank, then the amounts shown therein will be considered correct and the fact that no objection has been received will be deemed a confirmation of the correctness of the amounts and thereafter no objection can be raised by the Customer in respect of any such amounts. The Customer agrees that if account statements or any other notification of balances for any period is not received, it is solely and entirely the responsibility of the Customer to demand a notification of outstanding balances from Citibank.
- 4.11 Citibank may in its sole discretion send statements, advices, confirmations and other communications with respect to a product or these Terms and Conditions to the Customer's facsimile number and/or e-mail address provided by the Customer to Citibank. The Customer will bear all risk of harm, loss or damage in connection with the delivery of statements, advices and confirmations in such manner. Citibank may use copies, printouts or electronic versions of facsimiles, e-mail and other electronic transmissions and data in any court, arbitral or other legal proceedings.

## **5. GENERAL**

- 5.1 The Customer undertakes to sign such further documents and undertake such actions as may be requested by Citibank from time to time.
- 5.2 All charges and fees pursuant to or in connection with a product and with these Terms and Conditions are non-refundable.
- 5.3 The Customer warrants and represents that all information provided to Citibank as part of any application for, or in relation to, any product or service ("Customer Information") is true and accurate and the Customer hereby authorizes Citibank to make such enquiries as it considers necessary to confirm any such information. The Customer hereby undertakes to notify Citibank in writing of any change to the Customer hereby undertakes to notify Citibank in writing of any change to the Customer information, which the Customer has provided to Citibank within ten (10) days of such change.
- 5.4 No failure and/or delay in Citibank's exercise of any right, power or privilege under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.
- 5.5 These Terms and Conditions shall be binding upon and ensure to the benefit of the respective successors in title and assigns of the Customer and Citibank; provided that the Customer shall not assign his rights and obligations hereunder or with regard to a Product, and any assignment by the Customer in violation of this Clause shall be void. However, the Customer understands, acknowledges and consents to Citibank being entitled, having the right at any time to, and assigning or novating the whole or any part of its rights or



- obligations under or with regard to any Product, service and these Terms and Conditions to any third party with or without notice to the Customer.
- 5.6 Citibank shall be entitled to appoint an agent to collect all sums due to Citibank from the Customer in connection with a Product or otherwise under these Terms and Conditions.
  - 5.7 From time to time and at its sole discretion, Citibank may offer products such as travel insurance, purchase protection and Citalert but not limited to at its cost. All products are offered at Citibank's discretion, and Citibank shall have no responsibility for direct, indirect, special, incidental or consequential damages in the event that they are not provided for any reason whatsoever. Citibank may, in its sole discretion, discontinue and/or modify terms and conditions for these products.
  - 5.8 Citibank shall have the right to determine the maximum number of "Citi Dollars" or "Skywards Miles" or similar benefits obtained with respect to a Card from time to time at its sole discretion.
  - 5.9 All payments by the Customer or any guarantor to Citibank under these Terms and Conditions and in connection with a Product shall be made net of any taxes, withholdings, fees, levies or charges.
  - 5.10 The Customer consents to the storage and processing of transactions relating to a Product or otherwise to these Terms and Conditions within or outside the Kingdom of Bahrain and/or to the outsourcing by Citibank of certain of the services Citibank is to provide hereunder.
  - 5.11 With regard to payments hereunder, for cheques drawn on Citibank, there is same day clearing. Cheques drawn on other banks in the same city as Citibank are generally cleared within four (4) working days. Out of station cheques can generally be cleared in twenty five (25) working days. A collection fee set forth in the Schedule of Fees and Charges plus other bank charges at Citibank's prevailing rates will be deducted from the cheque amount for collection cheques. Citibank reserves the right to: (a) route each item for collection in accordance with Citibank's normal practice; (b) refrain from presenting, demanding, collecting or giving notice of non-payment or dishonor or non-working days; (c) refuse to accept for collection any item presented by the Customer; and (d) debit the Customer's account(s) for any cheque or instrument credited to it which is not subsequently honored. Funds will be credited to the Customer's account only on realization, and until such time, Citibank is entitled to exclude the value of the items so credited for the purpose of calculating interest and charges hereunder. Any cash deposits may only be regarded as having been received by Citibank upon the same being credited to the Customer's account.
  - 5.12 The Customer agrees to pay Citibank's then prevailing charges each time a cheque issued against the repayment of any amount or for deposit into an account of the Customer is returned unpaid for whatever reason.
  - 5.13 The Customer acknowledges that the Customer has read these Terms and Conditions and confirms acceptance of all the terms and conditions hereunder.
  - 5.14 Customer complaints should be directed to the Citibank Seef branch and will be handled in accordance with the Citibank customer complaints procedure and the relevant laws of the Kingdom of Bahrain including the Central Bank of Bahrain regulations.
  - 5.15 In the case of a credit balance in favor of the Customer, if Citibank pays or transfers such amount to the Customer (e.g., in the case of the closure of an account), it shall charge the Customer the fee listed in the Schedule of Fees and Charges. The Customer hereby acknowledges and agrees that if such is greater than the credit balance, there will be a debit balance in the account. The Customer shall immediately pay Citibank the amount due to Citibank upon receipt of Citibank's advice of the same.
  - 5.16 The Customer shall procure that any guarantor of any of the Customer's obligations hereunder acknowledges and agrees that the rights of Citibank hereunder with regard to the Customer as to setoff, indemnification and disclosure of information to third parties shall be

applicable herein to the guarantor mutatis mutandis (that is, with the necessary changes to the guarantor and for such purpose the terms "Customer" shall be read and construed as if the term "the guarantor," was substituted therefore.)

- 5.17 Citibank may make any currency conversion at its spot rate of exchange for the relevant currencies at the time of conversion.
- 5.18 The Customer waives any right it may have to immunity from legal proceedings or execution.
- 5.19 In the case of death of a Customer, assets of that Customer held by Citibank (such as bank account or investments) will be frozen and will only be released on the decision of a court of law in the Kingdom of Bahrain.
- 5.20 In the case of difference or discrepancy between the English text and the text in any other language (including Arabic), the Arabic text shall prevail.
- 5.21 If any payment under these Terms or otherwise related to any Product is not paid on its due date of payment, then without prejudice to any other right or remedy of Citibank, the Customer shall be liable to pay delay interest on such delayed payments at the rate set forth on the Schedule of Fees and Charges, plus any other additional fees or charges set forth on the Schedule of Fees and Charges.
- 5.22 The Customer hereby gives Citibank authority to date any undated cheque given by the Customer to Citibank as a security for any loan or other product or indebtedness.
- 5.23 The Customer hereby authorizes Citibank to destroy any cheques of the Customer which might be held by Citibank at the end of the tenor or term, subject to full repayment of the loan or debt, which such cheques are held as security for.

## **6. VARIATION OF TERMS; CHANGE IN FEES**

- 6.1 Citibank may from time to time by giving prior written notice to the Customer change these Terms and Conditions.
- 6.2 Citibank may, from time to time, change the rate or amount of fees or charges payable by the Customer hereunder and the period of time within which the fees or charges are payable by the Customer hereunder by changing the Schedule of Fees and Charges. Citibank shall provide prior notice of such revisions to the Customer. Such changes shall apply from the effective date specified by Citibank. The new Schedule of Fees and Charges will be available at Citibank's branches, on its website and upon any request by letter to Citibank. The Customer acknowledges that it will be obligated to pay any changed rate, fee or charge of Citibank regardless of whether it receives notice of such change.
- 6.3 Retention or use of the Card or any product after the effective date of any change of these Terms and Conditions pursuant to Clause J.6.1 or change in the rate or amount of fees or charges pursuant to Clause J.6.2 shall be deemed to constitute acceptance of such changes without reservation by the Customer. If the Customer does not accept the proposed change under Clauses J.6.1 or J.6.2, the Customer must terminate the Loans, the use of the Card and/or any other product by giving prior written notice to Citibank and as the case may be, repaying in full all amounts outstanding to Citibank and/or returning the Card cut in half to Citibank prior to the effective date.

## **7. WAIVER**

- 7.1 The failure of Citibank to insist in any one or more instances upon the strict performance of any of the provisions of these Terms and Conditions or to take advantage of any of its rights hereunder shall not be construed as a waiver of any of such provisions or the relinquishment of any such rights, which shall continue in full force and effect.

## **8. SEVERANCE**

The invalidity or unenforceability of any part of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder of the provisions herein.

## **9. BANK'S BOOKS AND RECORDS**

- 9.1 The Customer acknowledges that Citibank's books, records, and accounts shall be conclusive and binding and that any certificate or statement of account issued by Citibank, by computer or under the signature of a person authorized to sign on behalf of Citibank, and any statement taken from the records of Citibank including computer and electronic printouts and telephone recordings shall be final and conclusive evidence against the Customer of the correctness thereof in any legal proceedings or otherwise.
- 9.2 The Customer irrevocably waives any right (legal or contractual) which may entitle it to apply for the auditing of Citibank's accounts and records by any court or person, or for the production of Citibank's records, books and accounts to a court or arbitrator. This waiver also includes the absolute relinquishment on the part of the Customer of any right, whether by law or otherwise, of contesting the genuineness of signatures on any of Citibank's transactions or the capacity or competence of the signatory(ies) thereof.
- 9.3 The Customer hereby acknowledges and agrees that Citibank may maintain its records on microfilm or other methods of storage of information and further agrees that the messages, cables, telexes, facsimiles, microfilms, tapes, computer printouts and photocopies, which may be exhibited by Citibank as an extract from its files, books, records or accounts shall be deemed as legal instruments in evidence and constitute conclusive evidence of the genuineness of the contents thereof, and the Customer hereby irrevocably waives in advance any right, whatsoever he may have to raise any objection thereto, whether by virtue of the law or otherwise.

## **10. INTERPRETATION**

- 10.1 Words importing only the singular number shall include the plural number and vice versa. Where the account is a joint account, references to a single account holder shall be references to both account holders.
- 10.2 Words importing any gender shall include all genders.
- 10.3 Words importing person shall include a sole proprietor, partnership, firm, company, corporation or other entity.
- 10.4 The headings to the clauses herein shall not be taken into consideration on the interpretation or instruction of these Terms and Conditions.
- 10.5 References to "these Terms and Conditions" shall be understood to be references to the terms and conditions contained in the Customer's completed application form together with the general terms and conditions in Section J and the terms and conditions in Sections A,B,C,D,E,F,G,H,I and J as applicable. References herein to clauses and sections shall be understood to be references to clauses and sections of these Terms and Conditions. References to "BD" or "Dinars" shall be understood of Bahrain.

## **11. INTERNATIONAL SERVICE**

- 11.1 The Customer agrees that if he requests the issuance of a credit card from a branch of Citibank located in another country (hereinafter known as the "Foreign Branch"), such an application is subject to the approval of the Foreign Branch and the issuance of the credit card is an offer, only, for the Customer to accept upon reading and accepting the terms and conditions enclosed therewith and that his signing or usage of such card shall by his acceptance of such an offer and that he shall be bound by the said terms and conditions.

- 11.2 The Customer authorizes Citibank to obtain and disclose to the Foreign Branch all and any information relating to him or to any of his accounts, that the Foreign Branch shall, at its sole discretion, deem, necessary for the consideration of such an application by him.

## **12. AGE CRITERIA FOR OPENING AN ACCOUNT**

- a) The Customer must be 18 years old to open and operate an Account. The Customer must be 21 years old to borrow money (for example, a credit card is required).
- b) There may be specific age limits that apply to particular Products. Citibank will inform the Customer if the Customer is not eligible for a particular Product because of age.

## **13. ACCOUNTS FOR MINORS**

- a) Accounts for a Customer under 18 years must be operated by the Customer's father or legally appointed guardian until the minor reaches the age of 18. The father or guardian may not allow others to operate the Account unless Citibank's written consent is obtained. The father or guardian may also revoke this authority at any time by giving Citibank notice in writing. Citibank will not be liable for unauthorized transactions on the Account if the father or guardian fails to give Citibank adequate (or any) written notice that the authority has been revoked.
- b) If the Account is opened by the minor's mother, withdrawals may be restricted until such time as the father or legally appointed guardian provides written confirmation of their permission for the mother to operate the Account.
- c) Citibank will follow the guidance set down in applicable laws of the Kingdom of Bahrain and regulation any court orders when operating the Accounts for minors.

## **14. GOVERNING LAW**

- a) These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Kingdom of Bahrain. The Customer irrevocably agrees that the courts in the Kingdom of Bahrain shall have non exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with these Terms and Conditions and for such purposes to the Customer irrevocably submits to the jurisdiction of the courts of the Kingdom of Bahrain.
- b) Any admissions or acknowledgement in writing by the Customer or any person authorized by the Customer of the amount of indebtedness of the Customer to Citibank and any judgment obtained by Citibank against the Customer in respect of such indebtedness shall be binding and conclusive in all courts of law in the Kingdom of Bahrain and elsewhere.

## **D. CREDIT CARDS AND CREDIT CARD RELATED PRODUCTS AND SERVICES**

### **D (1) CREDIT CARDS**

In addition to the terms, if any, set forth in the completed credit card application form and/or approval letter, the following terms and conditions are applicable to Cards (as hereinafter defined).

#### **1. DEFINITIONS**

In these Terms and Conditions where the context so admits the following expressions shall have the meanings herein designated unless the context otherwise requires:

- a) **"ATM"** means an automated teller machine or any card operated machine or device whether belonging to the Bank or other participating bank or financial institution nominated from time to time by the Bank, which accepts the Card.

- b. **"Basic Cardmember"** means the person other than a Supplementary Cardmember who is issued a Basic Card and to whom the Card Account is first opened by the Bank.
- c. **"Basic Card"** means the Card belonging to a Basic Cardmember.
- d. **"Bill Payment Center" or "BPC/ EDM (Electronic Depository Machine)"** means any machine designated by the Bank for the purpose of accepting cash or check payments.
- e. **"Card"** means a Citibank Visa and/or a Citibank MasterCard credit card issued by Citibank Bahrain to the Card member and includes Basic and Supplementary and Replacement Cards
- f. **"Card Account"** means a Citibank VISA credit card and/or, Citibank MasterCard credit card, account opened by Citibank for the purpose of entering all credits and debits received or incurred by the Basic Cardmember and the Supplementary Cardmember, if any, under these Terms and Conditions.
- g. **"Cardmember"** means the Basic Cardmember and all Supplementary Cardmember(s).
- h. **"Card Transaction"** includes a Cash Advance made by Citibank or the amount charged by the Bank or any Merchant for any goods, service, benefit or reservation (including, without limitation, any reservation made by the Cardmember for air, ship, rail motor or other transport or hotel or other lodging or accommodation or other transportation rental or hire, whether or not utilized by the Cardmember obtained by the use of the Card(s) or the Cardnumber(s) or the PIN or in any other manner including, without limitation, mail, telephone, internet or facsimile orders or reservations authorised or made by the Cardmember, regardless of whether a sale or Cash Advance or other voucher or form was signed by the Cardmember for his / her personal consumption.
- i. **"Cash Advance"** means any amount lent to the Cardmember by the Citiank or any other bank or financial institution whether in cash or other form of payment in relation to the Card Account.
- j. "Cash Advance Fee" means the fee in the amount set forth on the Schedule of Fees and Charges payable by the Cardmember pursuant to Clause D(1)5.5.
- k. **"Charges"** means any amount payable by the Cardmember arising from the issue or use of the Card(s) or the Cardnumber or the PIN or otherwise under these Terms and Conditions and includes without limitation, all Card Transactions, fees, charges, interest, expenses, damages and legal costs and disbursements.
- l. **"CitiPhone Banking"** means the services offered by Citibank to its Customers, which can be availed by calling the number(s) advised by Citibank from time to time.
- m. **"Card Conversion Fee"** means the fee in the amount set forth on the Schedule of Fees and Charges payable by the Cardmember pursuant to Clause D(1) 8.1.
- n. **"Credit Limit"** means the maximum debit balance permitted by Citibank for the Card Account for the Basic Card and the Supplementary Card(s), if any, and as notified to the Basic Cardmember from time to time.
- o. **"Current balance"** means the total debit balance outstanding as of the date of issuance of a Statement of Account including outstanding interest and fees payable to Citibank on such date, as determined by Citibank in accordance with its records.
- p. **"Finance Charge"** means the charge in the amount set forth on the Schedule of Fees and Charges. Unless otherwise specified, interest applicable by way of Finance Charges is calculated on the basis of a 365 day year.
- q. **"Late Payment Charge"** means the charge in the amount set forth on the Schedule of Fees and Charges and payable by the Cardmember pursuant to Clause D(1) 4.10.
- r. **"Merchant"** means any person supplying goods and/or services who accepts the Card of the Cardmember as a means of payment or

reservation by the Cardmember.

- s. **“Minimum Payment Amount”** means the amount calculated in accordance with the formula set out in the Schedule of Fees and Charges and payable by the Cardmember under Clause D(1) (4.5).
- t. **“Month”** means a calendar month according to the Gregorian calendar.
- u. **“Overlimit Fee”** means the amount set forth on the Schedule of Fees and Charges and payable by the Cardmember pursuant to Clause D(1) 4.2 **“Purchase”** means a Card Transaction other than a Cash Advance.
- v. **“Payment Due Date”** means the date specified in the Statement of Account by which date payment of the Current Balance or any part thereof or the Minimum Payment Amount is to be made to the Bank.
- w. **“PIN”** means the Personal Identification Number issued to the Cardmember.
- x. **“Replacement Card”** means a new Card issued to the Cardmember to replace an existing card.
- y. **“Statement of Account”** means the Bank’s monthly or other periodic statement of account provided to the Basic Cardmember showing particulars of the Current Balance incurred by the Basic Cardmember and the Supplementary Cardmember(s), if any, and payable to Citibank. Citibank shall send Statements of Account or any other communication hereunder to the Basic Cardmember’s number and/or e-mail address provided by the Basic Cardmember to the Bank.
- z. **“Supplementary Card”** means a Card issued to a Supplementary Cardmember at the request of the Basic Cardmember.
- aa. **“Supplementary Cardmember”** means a person to whom a Supplementary Card is issued at the request of the Basic Cardmember
- bb. **“Ready Cash”** or **“Advance Loan on Phone (ALOP)”** means an extended line of credit to an existing Cardmember up and beyond the Credit Limit on the Card Account. The provisions of this facility are defined more particularly vide the “Ready Cash / Advance Loan on Phone on the Credit Card Terms and Conditions”
- cc. **“Citi ThankYou® Rewards and Citi Rewards Program”** means the program detailed in this document , through which customers can redeem their ThankYou® Points, Reward Points and/ or Miles to enjoy a host of services, products and cashback features (Annual Membership Fee Reversal); this includes the Citi ThankYou® Rewards Program and Citi Rewards Program
- dd. **“Citibank Rewards Program”** means the rewards program governed under the Citi Mile, Rewards Program, Citi Dollars Rewards Program and Skywards Miles Program
- ee. **“Citibank Rewards”** means the entire array of reward items available under the Citibank Rewards Programs.
- ff. **“ThankYou® Points”** means the ThankYou® Points earned through usage of the Citi Premier Credit Card and Citi Rewards Credit Card issued by Citibank N.A., Bahrain Branch as set out under the Account Terms and Conditions and which may be used to redeem Rewards as determined.
- gg. **“CitiDollars” and/or “Points”** means the reward points earned through usage of the Citi Life Credit Card issued by Citibank pursuant to Clause D(2)(d)
- hh. **“Citi Miles” and/ or “Miles”** means the reward points earned through usage of the PremierMiles Card issued by Citibank pursuant to Clause D(2)(d)
- ii. **“Skywards”** means the Emirates Airlines frequent flyer program managed and operated by Emirates, by which the Emirates-Citibank Cardmember will be offered miles for using Credit Card, which can be exchanged for specific benefits and rewards, all in accordance with the terms and conditions determined by Emirates Airlines from time to time.

- jj. **"Merchandise / Cash Rewards"** means one of the options under the Citibank Rewards Programs where Cardmembers can use their ThankYou Points / Reward Points and/or Miles to obtain Printed Vouchers, Gifts Cards, E-Vouchers or Annual Membership Fee reversals, as detailed in Section D(2)(d) clause 2.1
- kk. **"Points Transfer"** means one of the options under the Citibank Rewards Programs where Cardmembers can transfer their Miles / ThankYou Points to travel loyalty programs as detailed in Section D(2)(d) clause 2.2
- ll. **"Travel"** means one of the options under the Citibank Rewards Programs where Cardmembers can use their ThankYou Points, Reward Points and/or Miles to book airline tickets, hotel stays, car rentals, cruise packages, as detailed in Section D(2)(d) clause 2.3

### **General:**

The Cardmember must be at least 21 years at the date of the Card Application. The Cardmember must provide evidence, in the form required by the Bank, of a minimum monthly salary of BD 300 to apply for (Citi Rewards Card), BD 800 (EK Gold Card), BD 1,000 for (Citi Premier Card) and BD 1,500 for (EK Ultimate Card) as per defined product offering

### **2. Collection of the Card**

In these Terms and Conditions where the context so admits the following expressions shall have the meanings herein designated unless the context otherwise requires:

- 2.1. The Card may be collected by the Cardmember from the Bank or at the risk of the Cardmember sent by post to the address notified by the Cardmember to the Bank.
- 2.2. The Cardmember shall receive from the Bank, at the Bank's discretion, either: (a) a non-activate Card, or (b) Pre-activated Card.
  - a) In the event that the Cardmember is provided an non-activated Card, upon receipt of the Card, the Cardmember shall either (i) call Citibank at the number specified in order to activate the Card or (ii) activate the Card online by utilizing the password provided by Citibank for such activation The Cardmember shall identify himself and advise of his/her Account number and any other confidential information to identify himself. The Cardmember's activation of the Card shall constitute binding and conclusive evidence of the Cardmember's receipt of the Card and agreement to these Terms and Conditions.
  - b) In the event that the Cardmember receives a pre-activated card, the following shall apply. The Cardmember may use the Card without the need to call the Bank or taking any other action with the Bank. The Cardmember's usage of the Card shall constitute binding and conclusive evidence of the Cardmember's acceptance of these Terms and Conditions.
- 2.3. Upon receipt of the Card, the Cardmember shall sign the Card. In the event that the Cardmember does not wish to be bound by these Terms and Conditions, the Cardmember shall cut the Card in half and return both halves to the Bank and Clause D(1) 8 hereof shall then be applicable.
- 2.4. The Card is and will be, at all times, the property of the Bank and shall be surrendered to the Bank immediately upon request by the Bank or its duly authorized agent. The Bank reserves the right to withdraw the Card at its absolute discretion/or terminate the Card with or without (as it in its absolute discretion deem fit) prior notice and in whatever circumstances it deems fit.
- 2.5. The Card is not transferable and shall be used exclusively by the Cardmember. The Card may not be pledged by the Cardmember as security for any purpose whatsoever.

### **3. Use of the Card**

- 3.1. The Card is issued for use in connection with the facilities made

available by the Bank from time to time at its absolute discretion including, but not limited to the following:

- a) The payment for any purchase or reservation of goods and/or services for which payment may be charged to the Card Account;
  - b) Any ATM transaction effected through the Cardmember's other accounts with the Bank;
  - c) Cash Advances, as set out under Clause D(1) 5 hereof; and/or
  - d) Other facilities, subject to prearrangement with the Bank, if applicable.
- 3.2. Where an ATM facility has been incorporated in the Credit Card the Cardmember shall be responsible for all transactions whether processed with the Cardmember's knowledge or by his / her express or implied authority. The Cardmember hereby authorizes the Bank to debit the Card Account with the amount of any withdrawal in accordance with the Bank's record of the transaction. Subject to manifest error, the Cardmember accepts the Bank's record of the transaction as conclusive and binding for all purposes.
- 3.3. The Bank may issue a PIN to the Cardmember for use at any ATM that will accept the Card. The Cardmember agrees that:
- a) The Cardmember shall not disclose the PIN to any person and shall take all possible care to prevent discovery of the PIN by any person; and
  - b) The Cardmember shall be fully liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardmember.
- 3.4. Any ATM/BPC/EDM deposits effected through the use of the Card on any ATM/BPC/EDM installed by the Bank, whether by cheques or by cash, shall be subjected to verification by two Bank employees whom the Bank may in its absolute discretion appoint and authorize. The amount so verified by the said two employees of the Bank shall be deemed to be the correct amount of the deposits so effected. The proceeds of checks deposited in the BPC shall be available for use only after the checks have cleared or collection has been completed.
- 3.5. The Cardmember undertakes not to use the card for any commercial transaction purpose, and solely uses the card for his / her personal consumption or / and not for buying goods and / or services for any corporate purpose
- 3.6. Notwithstanding that the Cardmember's Credit Limit has not been exhausted, the Bank shall be entitled to, at any time and with prior notice, with or without assigning any reason and without liability towards the Cardmember, block the use of the Card or to refuse to authorize any Card Transaction in the event the Credit Card prima facie appears to have been used for commercial transaction(s) or an attempt have been made to use it for commercial transaction(s)
- 3.7. If the Card is used outside the Bahrain, the currency of the transactions will be converted to Bahraini Dinar at the exchange rate prevailing on the date the amount is charged to the Card Account rather than the date the Card is used as determined by VISA or MASTERCARD, as applicable. All international and/or foreign currency transactions will be subject to a processing fee as listed in the Schedule of Fees and Charges plus other charges at Citibank's prevailing rates, and the Cardmember will reimburse Citibank for all costs or expenses it incurs as a result of such transactions.
- 3.8. The Cardmember undertakes not to use the card for any unlawful purpose, including the purchase of goods or services prohibited by local law in the Cardmember's jurisdiction

#### **4. Payment**

- 4.1. The Cardmember agrees to pay to the Bank upon the Bank's request annual fee listed in the Schedule of Fees and Charges for the Card and each Supplementary Card when issued or renewed. A replacement charge, listed in the Schedule of Fees and Charges, is payable by the Cardmember to the Bank immediately upon the request of the Bank



for the issue of a Replacement Card. Additional charges, as listed in the Schedule of Fees and Charges, or as otherwise prescribed by the Bank, are payable by the Cardmember to the bank immediately upon the request of the Bank for the provision of copies of sales/cash advance drafts and any further services the Bank may provide from time to time.

- 4.2. The Cardmember undertakes to stay within the prescribed Credit Limit assigned/established by the Bank for the Cardmember unless prior approval to exceed the Credit Limit is obtained by the Cardmember from the Bank in writing. The Bank is unilaterally and solely authorized to determine, increase or reduce the Credit Limit and/or waive the Credit Limit fully or partially with prior notice. The Cardmember further undertakes to effect no purchase or transactions which may cause the aggregate outstanding balance of the Cardmember's obligations to the Bank under all such purchases and transactions to exceed such Credit Limit. If, in contravention of this provision, the Cardmember exceeds the Credit Limit, the Cardmember shall, in addition to the amounts payable under Clause D(1) 4.5 hereof, forthwith pay to the Bank, upon demand by the Bank, (i) the full sum by which the Credit Limit is exceeded including any unbilled amounts pertaining to an Easy Installment Plan or Loan on Credit Card or BTF together with (ii) Over limit Fee. In the event of a failure by the Cardmember to pay to the Bank the full sum demanded as aforesaid the whole outstanding balance on the Cardmember's Account shall become immediately due and payable and the provisions of Clause D(1) 8.8 shall be applicable.
- 4.3. All payments to be made by the Cardmember shall be in the billing currency of the Card Account. If payment is made in any other currency, the Cardmember shall pay the Bank all exchange, commission and other charges or losses charged or incurred by the Bank in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by the Bank as at the date that it is recorded in the Account. Any payment made to the Bank by the Cardmember in the billing currency of the Card Account will be credited to the Card Account in Bahrain and where payment is made in any currency other than the billing currency, such payment shall be credited after the date when such payment is converted into the billing currency or when the relevant funds have been received for value by the Bank in the Kingdom of Bahrain and assigned to the Card Account. For all foreign currency transactions made with the Card, a processing fee will be levied.
- 4.4. The Bank shall be entitled to treat the following as evidence of a debt properly incurred by the Cardmember to be debited to the Card Account:
  - a) Any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed information printed on the Card and duly completed; and/or
  - b) The Bank's record of Cash Advances or of any other transactions effected by the use of the Card including but not limited to transactions effected via mail order, the telephone or the internet.
- 4.5. Payment of the Current Balance as specified on the Statement of Account in full is due and payable not later than the Payment Due Date. Subject to any contrary provision in these Terms and Conditions, the Cardmember shall not incur any Finance Charge on any purchases using a Card, for a period of up to fifty two (52) days from the date of such purchases (save in relation to Cash Advances and LOC) if payment of the Current Balance is received in full by Citibank on or before the Payment Due Date. The Cardmember may choose not to settle the Current Balance in full, in which case the Cardmember must on or before the Payment Due Date pay not less than the Minimum Payment Due. If there is a Current Balance of less than one (1) Dinar and there is no pending Card Transaction to be billed, no Statement of Account will be issued and no interest will be charged. Interest is not charged

on partial payments made by the customer on or before the due date specified in the monthly credit card statement against credit card amount billed and due. Interest is not charged on outstanding interest amounts, fees and charges.

- 4.6. Subject to Clause D(1) 8.8 hereof, if the previous Minimum Payment Amount and/or the excess if any over the Credit Limit specified in the previous statement is not paid in full. The Bank may in its absolute discretion and without prejudice to any of its rights hereunder allow the Cardmember to pay:
  - a) If the Current Balance does not exceed the Credit Limit, the current Minimum Payment Amount and previously unpaid Minimum Payment Amounts; or
  - b) If the Current Balance exceeds the Credit Limit, the current Minimum Payment Amount and the previously unpaid Minimum Payment Amounts and the excess over the Credit Limit.
- 4.7. If the Cardmember pays to the Bank, by the Payment Due Date, less than the Current Balance or if no payment is made or if payment of the Current Balance is not made in full, or if payment is made after the Payment Due Date, the Finance Charge calculated on a daily basis will be applied to the Current Balance from the date(s) of the Card Transaction posting (s) until any payments are credited to the Card Account and thereafter on the reduced balance and to any Card Transactions effected since the date when the latest Statements of Account was issued with effect from the posting date(s) of the Card Transaction(s). Notwithstanding the foregoing, the method for determining interest, finance charges and fees payable with respect to a Cash Advance is set forth in Clause D(5.4) 1.
- 4.8. If the Cardmember pays to the Bank any amount which is in excess of the Current Balance of the Card, the Bank retains the right as it deems necessary, to verify the reasons for such excess payments and accordingly to process or not to process such payments and to return the payments to the Cardmember.
- 4.9. Without prejudice to the foregoing provisions, if the Cardmember is travelling or outside the Kingdom of Bahrain on the Payment Due Date or on any other date when a payment of whatsoever description or nature is due to the Bank, whether under these Terms and Conditions or under the Card Account, or for any other reason or cause the Bank may deem fit in its absolute discretion, the Bank reserves the right at any time and without any notice, to combine, consolidate and setoff or transfer any sum standing to the credit of all or any account(s) of the Cardmember with the Bank of whatsoever description and wheresoever located and whether in BD or in any other currency, including a joint account with a Supplementary Cardmember, in or towards discharge of all Charges, fees and/or sums due to the Bank, and the Cardmember hereby authorizes the Bank to convert and transfer such sums in his/her account at the Bank's prevailing exchange rates determined by the Bank at its sole discretion.
- 4.10. Without prejudice to any other right or remedy of Citibank, if the Cardmember fails to pay the Minimum Payment Amount by the Payment Due Date, the Late Payment Charge shall be debited to the Card Account and Citibank reserves the right, in its discretion, to increase the Finance Charge to include delay in interest.
- 4.11. All Card Transactions and other Charges shall be debited to the Card Account in the billing currency and shall be listed in the Statement of Account. The Bank shall be entitled, at its sole discretion, from time to time to vary the rate or method of calculation of the Charges and the specified Minimum Payment Amount.
- 4.12. All payments received by Citibank from the Cardmember in relation to the Card Account may be applied in payment of amounts due from the Cardmember to Citibank, in the following order, or in such other order of priority, as Citibank may think fit, in respect of: a) interest and principal payment which has been billed for Loan On Card/Laon On Phone; b) interest charged on Balance Transfer Amount, which

has been billed; c) Balance Transfer fees which have been billed; d) interest charged on Cash Advances, which has been billed; e) Cash Advance Fees, which have been billed; f) interest charged on Purchases, which has been billed; g) Charges which have been billed; h) Late Payment Fees and Over limit Fees; i) Card insurance charges and fees (if any); j) Card membership fees (if billed); k) Balance Transfer principal which has been billed; l) Cash Advances which have been drawn and billed; m) Purchases which have been made and billed; n) Balance Transfer principal which has not been billed; o) Cash Advances which have been drawn but not billed; p) Purchases which have been made and but not billed; and q) Interest, fees and charges which have been accrued but not billed. For the sake of clarity, the provisions of this Clause D (1)(4.12) shall apply to the payments received by Citibank in respect of all its Card related products and services listed in Section D(2).

- 4.13. Within the categories set forth in Clause D(1) 4.8.1, all payments and credits may, unless otherwise decided by the Bank, be applied by the Bank first to the outstanding amounts that have been billed to the Card Account for the longest period of time.
- 4.14. If a Card Transaction disputed by the Cardmember is subsequently proven to have originated by him, the Bank retains the right to charge-back, as from the date when the Card Transaction took place, the Card Transaction amount along with the Finance Charge and any additional fees and expenses incurred by the Bank in the investigation thereof.
- 4.15. The Bank's acceptance of late payments or partial payments or checks or money orders marked as constituting payment in full or otherwise of the Card Account or any indulgence granted by the Bank in the failure to collect the amounts due from the Cardmember as and when they are so entitled under these Terms and Conditions shall not operate as a waiver by the Bank nor modify these Terms and Conditions in any respect nor prevent the Bank from later enforcing any of its rights under these Terms and Conditions to collect the amounts due hereunder.
- 4.16. The Cardmember hereby expressly agrees that if any sums shall be due from the Cardmember to the Bank at any time under the Card Account or if the Cardmember shall be liable to the Bank on any banking account or any other account, current or otherwise, in any manner whatsoever, or if default is made by the Cardmember in relation to such accounts or in any other banking facilities or loans granted by the Bank to the Cardmember, then and in such event the whole outstanding balance of the Cardmember's Account shall become immediately due and payable and the provisions of Clause D(1) 8.8 hereof shall be applicable.
- 4.17. Notwithstanding the exercise by the Bank of any of its rights hereunder or the termination of the Card Account hereunder, all Charges shall continue to be chargeable on any of the sums, of money which remain due and unpaid after the exercise of any of the Bank's rights, the commencement of judicial proceedings and in the event that a judgment is obtained in relation to any sum wherein it is adjudged that any sum of money so adjudged to be payable to the Bank from the date of filing of legal case until the date of full payment thereof.
- 4.18. The Bank may in its absolute discretion, demand as a condition for the approval of any application to obtain a Card, that the applicant deposit an undated check and/or pledges cash collateral in favour of the Bank for any amount which the Bank may require. The Bank may also, at any time, demand that the Cardmember deposit an undated check and/or pledge cash in favour of the Bank in an amount which the Bank may require even where such check and/or pledge of cash was not demanded when the Card was issued to the Cardmember. The Cardmember hereby authorizes the Bank to insert the date of the said cheque and to present it for payment on the inserted date against any amount due to the Bank.
- 4.19. A Cardmember may choose to effect payment by depositing cash or cheques in any of the BPC/ATM/EDM designated by the Bank. The

Bank shall not be liable for any loss or delay caused by the use of the BPC/ATM/EDM. Cash deposited at a BPC/ATM/EDM shall only be credited to the Card Account after verification by the Bank (which verification shall be conclusive and binding against the Cardmember) and any statement issued on making a deposit shall only represent what the Cardmember purports to have deposited and shall in no way bind the Bank as to its correctness.

- 4.20. The Cardmember agrees that subject to manifest error the records of the Bank of any Card Transaction effected by the use of the Card shall be conclusive and binding on the Cardmember for all purposes.
- 4.21. A Cardmember will not be allowed to transfer funds from one Card Account to another in settlement of the dues of a Card Account.
- 4.22. If the Cardmember holds other Cards issued by the Bank, and any of these Cards is cancelled for any reason whatsoever, then the Bank may in its absolute discretion with prior notice, combine or consolidate the account of the cancelled Card, whether in BD or in any other currency, with the Card Account, and may do so notwithstanding that the balances on such accounts may not be expressed in the same currency, and the Cardmember hereby authorizes the bank to offset any such combination or consolidation with the necessary conversion at the Bank's prevailing exchange rates, which shall be determined by the Bank at its sole discretion. The Statement of Account sent to the Basic Cardmember shall thereafter show particulars of the Current Balance of the consolidated Card Account.
- 4.23. All payments by the Customer to the Bank with regard to the Card Account shall be made net of any taxes, withholdings, fees, levies, or other deductions.

## **5. Cash Advances**

- 5.1. The Cardmember may obtain Cash Advances in such amount as may be acceptable to the Bank, from time to time at its absolute discretion, by the following means:
  - a) Presenting the Card at any office of the Bank or any member institution of MasterCard/VISA International that offers such facility together with evidence of his /her identity and signing the necessary transaction record; or
  - b) Use of the Card at any ATM of the Bank or at any other bank or institution with whom the Bank has an arrangement(s) for the use of the ATM (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM).
- 5.2. The use of the Card by the Cardmember to obtain a Cash Advance shall be deemed to constitute the agreement of the Cardmember to pay interest on each Cash Advance and a Cash Advance Fee, as detailed in Clauses D(1) 5.4 and D(1) 5.5.
- 5.3. Any cash withdrawals from the Cardmember's other accounts effected through the use of the Card on any ATM installed by the Bank shall be subject to the daily withdrawal limit of the ATM and shall be subject to verification by the Bank. The amount so verified by the Bank shall be deemed to be correct amount of the withdrawal so effected.
- 5.4. Interest at the prevailing rate applied by the Bank to Cash Advances and calculated on a daily basis shall accrue on each Cash Advance from the date of the Cash Advance until repayment in full.
- 5.5. The Cash Advance Fee shall be assessed on the amount of each Cash Advance and charged to the Card Account.

## **6. Supplementary Card/ Joint And Several Liability**

- 6.1. The Bank may in its absolute discretion issue a Supplementary Card to a person nominated by the Cardmember and approved by the Bank. The issue of Supplementary Card(s) shall be subject to such

terms and conditions, which the Bank may deem necessary.

- 6.2. All the terms and conditions applicable herein to the Cardmember shall apply mutatis mutandis (that is, with the necessary changes to the Supplementary Cardmember and for such purpose terms "Cardmember" and "Card" shall be read and construed as if the terms "Supplementary Cardmember" and "Supplementary Card", respectively were substituted therefore). Every Supplementary Cardmember shall be jointly and severally liable with the Basic Cardmember, as defined herein. Both the Supplementary Cardmember and the Basic Cardmember shall be liable for costs, all goods and services and Cash Advances obtained, all Card Transactions and all other Charges generated by the use of the Card as well as the Supplementary Card(s).
- 6.3. The undertakings, liabilities and obligations of the Basic Cardmember to the Bank and the Bank's right shall not be affected in any way by any dispute or counterclaim or right of setoff which the Basic Cardmember and the Supplementary Card member may have against each other. In addition to the aforesaid, and as a separate undertaking, the Basic Cardmember shall be fully liable to the Bank for all Charges and other liabilities incurred by the Basic Card member and the Supplementary Cardmember notwithstanding and legal disability or incapacity of the Supplementary Cardmember, and the Basic Cardmember shall indemnify the Bank against any loss, damage, liability, costs and expenses, whether legal or otherwise, incurred or suffered by the Bank by reason of any breach of these Terms and Conditions by the Supplementary Cardmember.
- 6.4. The spend Limit assigned to the Cardmember is inclusive of the Credit Limit of the Supplementary Cardmember. The Basic Cardmember and the Supplementary Cardmember shall not permit the total of the Charges incurred under or through their respective Cards to exceed the said Credit Limit. A Supplementary Cardmember may be assigned a specific limit that shall constitute the maximum spend limit on the Supplementary Card. However, this in no way absolves the Basic Cardmember from being fully liable to the Bank for debts incurred by the Supplementary Cardmember in excess of the maximum credit limit assigned to the Supplementary Cardmember.
- 6.5. The validity of the Supplementary Card is dependent upon the validity of the Basic Card. Upon termination of the Basic Card or the Basic Cardmember's Card Account with the Bank, for whatever reason, the Supplementary Cards(s) shall also be terminated. Termination of the Supplementary Card by itself shall not terminate the Basic Card or the Card Account.
- 6.6. Although the Card Transactions concluded by the Supplementary Card will be credited to the Basic Card, the Supplementary Cardmember is not entitled to benefit from any of the Skywards benefits and rewards.

## **7. Loss of Card/Disclosure of PIN**

- 7.1. The Bank may issue a PIN to the Cardmember for at any ATM which will accept the Card.
- 7.2. The Cardmember shall be fully liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardmember.
- 7.3. The Cardmember shall take all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN to any party.
- 7.4. In the event that the Card is lost or stolen or that the PIN is disclosed to any other party, the Cardmember shall immediately, thereafter, report the said loss, theft or disclosure, together with the particulars of the Card, to the Bank and the police of the country where such loss or theft or disclosure occurred.
- 7.5. The Cardmember shall be and shall remain fully liable for the payment to the Bank for any debit to the Card Account arising from any Card Transactions, goods or services supplied by merchants, Cash Advances or ATM transactions effected through the use of the

Card by any person whether with or without the knowledge of the Cardmember and irrespective of whether they were authorized by the Cardmember or not.

- 7.6. The Bank may at its absolute discretion issue a Replacement Card for any lost or stolen card or new PIN on these Terms and Conditions or such other terms and conditions as the Bank may deem fit.
- 7.7. In the event that the lost or stolen card is recovered by the Cardmember, he shall return the same cut in half immediately to the Bank without using it. The Cardmember shall not use the PIN after reporting the disclosure thereof to the Bank.

## **8. Termination/Conversion**

- 8.1. The Cardmember may at any time notify the Bank in writing of his/her intention to convert his/her Card to a Mastercard or Emirates-Citibank Credit Card / Other Citibank Credit Card. The request of the Cardmember shall be subject to approval by the Bank, payment of the Conversion Fee and to such terms and conditions as the Bank may require.
- 8.2. If the Bank approves the request of the Cardmember to convert this Card, all Charges and other liabilities under the Card Account shall be transferred to the new Card Account. It is also understood that, if the Bank approves the conversion, the miles or other benefits earned on the Card by virtue of Skywards or any other customer loyalty or similar plan or benefit shall not be converted into Points and/or Miles, which are points earned by the VISA / MasterCard Cardmembers, or any other program or benefit.
- 8.3. The Cardmember may at any time notify Citibank of his/her intention to close the Card Account and terminate the use of all Cards by giving notice in writing or by calling Citiphone and placing a request. The Card Account shall be closed after receipt of full payment of all charges and other liabilities under the Card Account.
- 8.4. The Basic Cardmember or any Supplementary Cardmember may at any time terminate the use of the Supplementary Card by giving notice in writing or by calling Citiphone and placing a request. In such event, the Basic Cardmember shall be and shall continue to be jointly and severally liable to the Bank for all Charges and other liabilities in accordance with these Terms and Conditions, save the Supplementary Cardmember, whose use of the Card has been terminated, shall not be liable for Charges and other liabilities incurred by the Basic Cardmember and any other Supplementary Cardmembers (if any).
- 8.5. The Bank may at any time for any reason recall all or any of the Card(s) with prior notice to the Cardmember. The Bank reserves the right to cancel the Card(s) or refuse to renew the Card(s), with prior notice to the Cardmember. The Cardmember shall immediately after such cancellation or non-renewal return the Card(s) cut in half to the Bank and make full repayment of all Charges and other liabilities to the Bank.
- 8.6. The use of the Card and the Card Account shall terminate immediately upon the death, incapacity, bankruptcy or insolvency of the Cardmember or when the whereabouts of the Cardmember becomes unknown to the Bank due to any cause.
- 8.7. In the event of the Cardmember's bankruptcy, death, incapacity, or insolvency, the holder(s) of Supplementary Card(s) will immediately cease use of the Card(s) and return them to the Bank.
- 8.8. The whole of the Current Balance on the Cardmembers Card Account together with any outstanding amount incurred by the use of the Card but not charged to the Cardmember's Card Account shall become due and payable to the Bank on the termination of the Card Account by either the Bank or the Cardmember or on the death, incapacity, bankruptcy or insolvency of the Cardmember or at the Bank's written request or at the Bank's discretion without any notice, if the Cardmember is in breach of these Terms and Conditions. The Cardmember and/or his/her estate, administrator, executor and/or guardian will be responsible to settle outstanding balances on the Card Account and shall keep the Bank indemnified for all costs (including legal fees) and expenses incurred in recovering such

outstanding balances.

- 8.9. The Bank shall not be liable to refund the annual fee or any part thereof in the event of the cancellation or termination of the Card(s).
- 8.10. Notwithstanding the Payment Due Date specified in the Cardmember's Statement of Account, the whole of the outstanding balance on the Cardmember's Account shall become due and payable upon the cancellation or termination of the Card. Upon the cancellation or termination of the Card, All Charges, Finance Charges and all late payment and all other charges shall be immediately due and payable to the Bank. It is hereby expressly agreed by the Cardmember and the Bank that all covenants, duties and obligations of the Cardmember contained herein shall continue in full force and effect notwithstanding the cancellation or termination of the Card. All further monies debited to the Card Account after cancellation or termination of the Card and return of the Card to the Bank.

## **9. Exemptions and Exclusions**

- 9.1. The Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Cardmember by reason of the Bank or the Merchant or other bank or financial or any ATM or other party refusing to allow a Card Transaction or accept the Card or the Card numbers or the PIN or to extend or provide Cash Advances up to the Credit Limit or at all.
- 9.2. The Bank shall not be responsible for the refusal of any Merchant or member institution of Visa/MasterCard International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardmember by any Merchant or, where applicable, for any breach or non-performance by a Merchant.
- 9.3. In the event of any dispute between the Cardmember and any Merchant or bank or financial institution or any other person, the Cardmember's liability to the Bank shall not in any way be affected by such dispute or any counterclaim or right of setoff which the Cardmember may have against such Merchant or bank or financial institution or person.
- 9.4. The Bank will credit the Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the Merchant or other establishment.
- 9.5. The Bank shall not be liable in any way to the Cardmember for any loss or damage of whatever nature due to or arising from any disruption or failure or defect in any ATM or other machine or communication system or facilities or data processing system or transmission link or any industrial or other dispute or anything or cause, whether beyond the control of the Bank or otherwise.
- 9.6. The Cardmember acknowledges the risk that data received/delivered through the internet/e-mail including any confidential information may be accessed/seen by third parties. Therefore, in the event Statements of Accounts or other communications are sent through the internet/e-mail, the Customer accepts all responsibility and the Bank will not be liable for any loss, expense or claims resulting from the use of the internet/e-mail for purposes of delivering Statements of Account or other communications.

## **D (2) Credit Card Related Products and Services**

The terms and conditions of this Section D(2) shall be without prejudice to the terms and conditions in Section D hereof governing the issuance and use of Citibank Cards, which shall also apply to each of the products and services covered in this Section D(2).

### **D (2) (a) Loan on Credit Card (LOC) Or ( Loan on Phone (LOP) )Terms and Conditions.**

The following terms and conditions are applicable to the Loan on Credit Card product.

#### **1. Definitions**

In these Terms and Conditions where the context so admits the following expressions shall have the meanings herein designated unless the context otherwise requires:

- a. **“Loan on Credit Card” or “LOC”** means the loan to be granted to the Cardmember by Citibank according to these terms and conditions.
- b. **“Manager’s Cheque”** means the cheque issued by Citibank in the Cardmember’s favor upon issue of the LOC.

## **2. Eligibility**

- 2.1. The LOC is offered exclusively to Cardmembers who meet the criteria determined by Citibank from time to time for this product and to whom the offer to participate in such product has been communicated by Citibank. Only Basic Cardmembers may be eligible for the LOC.
- 2.2. The Cardmember shall only be eligible for the LOC if he/she is within Citibank’s criteria determined in accordance with Clause D(2) (b).2.1 above, provided always that the Cardmember has not fully utilized his/her Credit Limit at the time of issuing the LOC.
- 2.3. Citibank shall grant the LOC requested by the Cardmember at its sole discretion and reserves the right to refuse to grant a LOC to any Cardmember without revealing the reasons for such refusal. Citibank may by notice to the Cardmember cancel Citibank’s commitment to make available a LOC or reduce the amount of LOC.

## **3. Amount of the LOC**

- 3.1. The amount of any LOC including the minimum shall be determined by Citibank in its sole discretion and in all cases shall not exceed the Cardmember’s unutilized Credit Limit.
- 3.2. The Cardmember may request the amount of the LOC from Citibank, provided that the same is within the limits described in Clause D(2) (b).3.1 above.
- 3.3. Citibank shall have the right to determine the amount of any LOC it grants at its sole discretion, provided that the LOC is within the limits described in Clause D (2) (b).3.1 above and does not exceed the amount requested by the Cardmember.

## **4. Billing and Repayment of the LOC**

- 4.1. In consideration of Citibank agreeing to make available to the Cardmember the LOC, the Cardmember agrees to repay the principal amount of the LOC plus all interest, charges and fees payable hereunder.
- 4.2. The Cardmember shall repay the LOC to Citibank in monthly installments over the term of the LOC. The amount of each LOC monthly installment shall be computed by dividing the Total LOC Amount (as defined in Clause D (2) (b). 4.4 below) by the number of months in the term selected by the Cardmember according to Clause D (2) (b).4.2 above.
- 4.3. The Total LOC Amount shall be computed by adding the principal amount of the LOC and the interest during the term of the LOC.
- 4.4. Interest at the rate determined by the Citibank shall be charged on the LOC. Each LOC monthly installment will include amounts for the repayment of principal and interest charges.
- 4.5. The LOC monthly installments shall be billed to the Cardmember in the Statement of Account. Billing shall commence from the first Statement of Account sent to the Cardmember following the disbursement of the LOC.
- 4.6. The Cardmember shall be liable to pay the LOC monthly installment billed to the Statement of Account regardless of the Cardmember’s utilization or non-utilization of the LOC. If the Cardmember returns the original Manager’s Cheque to the Citibank leaving the LOC unused, any principal repayments charged to the Card Account will



be credited to the Card Account. Any interest payments and fees charged to the Card Account will not be refunded to the Customer and will be considered as charges for the cancellation of the LOC.

- 4.7. If the Cardmember pays less than the Minimum Payment Due by the Payment Due Date specified in the Statement of Account, charges and delay interest as per these terms and conditions and the terms and conditions for Credit Cards set forth in Section C hereof and the Schedule of Fees and Charges will be applicable.
- 4.8. The Cardmember may repay the Total LOC Amount to the Citibank in one lump sum. A termination fee at the Citibank's prevailing rate shall be charged to the Cardmember in this case.
- 4.9. If the Cardmember fails to make payment in full of two consecutive LOC monthly installments, the entire outstanding balance of the Total LOC Amount shall immediately become due and payable by the Cardmember, and the Citibank shall have the right to demand the immediate payment thereof.

## **5. Acceptance of Internet and Telephonic Instructions**

- 5.1. The Cardmember authorizes Citibank to accept telephonic instructions and instructions on internet given by the Cardmember to Citibank to grant the LOC and with respect to the terms of the LOC.
- 5.2. The Cardmember agrees that confirmation of the Cardmember's identity, by the Cardmember's provision of the personal details required by the Citibank, will be sufficient evidence for the Citibank to identify the Cardmember and to act upon the Cardmember's instructions.
- 5.3. The Cardmember hereby consents to the recording of all electronic communication (e.g. telephone calls, electronic mail, sms message or other) and storage of electronic media by Citibank and accepts such recordings and electronic media as evidence before the Kingdom of Bahrain courts or any other legal or arbitral proceedings with regard to all the terms of the LOC including, but not limited to, the grant of the LOC, the amount of the LOC and the number of installments. The Cardmember consents to such use of the recordings by Citibank.
- 5.4. The Cardmember agrees that the Citibank's records (be they electronic, written or otherwise) pertaining to the LOC will be final and binding and that the Cardmember shall not deny the validity of the transactions made in relation to the LOC.

## **6. Miscellaneous**

- 6.1. Allowing the Cardmember to re-borrow any part of the principal amount of a LOC that has been repaid is at the Citibank's sole discretion.
- 6.2. The Cardmember certifies that the information provided to Citibank in connection with the LOC is true and accurate.
- 6.3. The Cardmember agrees that the Cardmember's usage of the LOC service establishes the Cardmember's consent to these Terms and Conditions. Citibank reserves the right to terminate the LOC service with prior notice.

ADD:

## **D(2) (b) READY CASH/ ADVANCE LOAN ON PHONE (ALOP) AMOUNT:**

1. The Ready Cash/ALOP amount for which the Card member is eligible for will be determined at the sole discretion of Citibank. The Ready Cash/ALOP amount to be disbursed to the Card member shall be on top of the Card member's Credit Limit but will be within the aggregate debt burden defined as per the Central Bank of Bahrain, at the time of booking.
2. Card member can request for Ready Cash/ALOP as long as it is within Citibank's criteria for Ready Cash/ALOP. The Ready Cash/ALOP can be offered for 6, 12, 18, 24, 30, 36, 42, 48, 54 and 60 months tenor.
3. Citibank shall have the right to determine the Ready Cash/ALOP

amount for which the customer qualifies for and is within the limit given in Clause D (2) (d) 3.1 above and does not exceed the amount Card member has requested for.

**BILLING AND REPAYMENT OF READY CASH/ALOP/EASY CASH:**

1. The Ready Cash/ALOP monthly installment will be computed based on the rate available in the Schedule of Fee and Charges.
2. The Ready Cash/ALOP monthly installments will be charged to the Card Account starting from the Statement of Account immediately following the date of availing Ready Cash/ALOP amount and every month thereafter until the total Ready Cash/ALOP amount has been charged in full. Interest on the Ready Cash/ALOP booked amount will be charged from the day it is booked in the monthly installments as per the Schedule of Fees and Charges.
3. Monthly Installments for Ready Cash/ALOP shall be billed to the Card member in the Statement of Account. Billing shall commence from the first Statement of Account sent to Card member following the disbursement of the Ready Cash/ALOP amount either through a Manager's Check or in his bank account, depending on Card member's request. Telephonic instructions to avail the Ready Cash/ALOP should be considered binding to the customer.
4. The Card member may request a reduction in the Ready Cash/ALOP term i.e. the number of Ready Cash/ALOP monthly installments. Citibank will review the request and may in its discretion agree to the Card member's request, charging a fee determined by Citibank in its discretion to the card Account for processing the request.
5. In case of debit balance in the Account, the Bank shall every month send the Statement of Account to the Card member(s) at the Card member's last known billing address or such address as available on records of the Bank and the Card member(s) shall pay in the case of a debit balance at least the Minimum Payment Amount (in clear funds) and any amounts payable under Ready Cash/Advance Loan on Phone Cash, Easy Installment Plan and/or Loan on Phone not later than the Payment Due Date. If payment is made through cheque, in that case the cheque should be deposited at least three working days before the Payment Due Date for realization of funds on the Payment Due Date.
6. In the event that Card member is unable to receive the Statement of Account for any reason what so ever, the card member shall undertake to endeavor to receive the Statement of Account by contacting the Bank during the week of the month on which he/she usually receives such statement. The Bank shall not be liable to the Card member and the obligations of the Card member under these Terms & Conditions to the Bank shall not cease and all applicable Charges and Liabilities and other costs and expenses payable under these Terms & Conditions shall continue to accrue and for the purpose of calculation and establishment of the date on which payment is due, the Bank may select a date each month as the Payment Due Date. In case of non-receipt of the Statement of Account due to whatever reason, the Card member is advised to contact the CitiPhone Banking Service immediately.
7. If the Card member effects full payment of the Current Balance outstanding in the Card Account on or before the Payment Due Date subject to collection of the required the Service Fees and other fees for Ready Cash/Advance Loan on Phone, Loan on Phone and/or Equal Installment Plan payable under Clause D, for the period covered by relevant Statement of Account, the Bank will not charge Service Fee.
8. Card member shall be liable to pay Ready Cash/ALOP monthly installments billed in the Statement of Account irrespective of the Card member's utilization or non-utilization of the Ready Cash/ALOP amount. Any interest payment/fee charged on the card account on availing Ready Cash/ALOP amount will not be refunded to the customer. If customer disagrees/disputes Ready Cash/ALOP amount in 15 days from the day of booking, Card member will refund the Ready Cash/ALOP total amount disbursed immediately and if proven to be a disputed transaction then his Ready Cash/ALOP amount will be

reversed and Administration Fee/Prepayment Fee will not be charged.

- 9 If the Card member fails to pay at least the Minimum Payment Amount and/or equal monthly installment against the Ready Cash/ Advance Loan on Phone.

## **D (2) (c) Easy Installment Plan Terms and Conditions**

The following terms and conditions are applicable to the Easy Installment Plan.

### **1. General**

- 1.1. The Easy Installment Plan is available to Citibank Cardmembers. It is hereinafter referred to as the "EIP."
- 1.2. The purpose of the EIP is to enable the Cardmember to purchase selected goods and services offered by specific merchants determined by Citibank from time to time using the Credit Limit available on the Cardmember's Card Account and repaying the amount of the purchase in equal monthly installments in accordance with these EIP terms and conditions.

### **2. Eligibility**

The EIP is offered exclusively to the Cardmember, as long as the Cardmember's Card Account is in good standing as per these Terms and Conditions. Every Cardmember is automatically eligible to participate in the EIP. The EIP is available for both Basic Cards and Supplementary Cards and can be booked by Basic Cardmember only. .

### **3. Conducting An EIP Transaction**

- 3.1. The EIP will be available for selected goods and services offered by specific merchants determined by Citibank from time to time.
- 3.2. When availing of the EIP for the selected goods and services, the Cardmember will have to pay deferred payment charges for use of the EIP. The total amount payable to Citibank (the "Total EIP Price") will be the sum of the purchase price of the goods and services and the deferred payment charges.
- 3.3. The selected goods and services offered by the specific merchants, the applicable deferred payment charges and the number of monthly installments to be paid (the "EIP Term") with respect to each good and service shall be determined by Citibank from time to time and communicated to the Cardmember accordingly (hereinafter referred to as the "Offer").
- 3.4. The deferred payment charges and the EIP Term may vary from one offer to another.
- 3.5. Citibank will authorize an EIP transaction provided that the amount of the EIP transaction is within the Cardmember's available Credit Limit and that the Card Account is in good standing per these Terms and Conditions at the time of the transaction.
- 3.6. If the Card member is interested in availing of any Offer under the EIP, the Cardmember has to make the purchase at the specific merchant. The Cardmember will have to subsequently call Citibank and request to convert the transaction to an EIP transaction. Citibank will process the Cardmember's request in accordance with these EIP terms and conditions and the terms applicable to the specific Offer in respect of the deferred payment charges and the EIP Term. Citibank will also accept a signed request faxed by the Cardmember requesting conversion of a transaction to an EIP transaction. If Citibank approves conversion of the transaction to an EIP transaction, the Cardmember will be notified as to the deferred payment charges, the EIP Term and the EIP Monthly Installments on the next Statement of Account.

### **4. Billing and Payment of the EIP Installments**

- 4.1. The amount to be paid every month, the "EIP Monthly Installment," will be computed by dividing the Total EIP Price by the EIP Term.
- 4.2. The EIP Monthly Installments will be charged to the Card Account starting from the Statement of Account immediately following the

date of purchase and every month thereafter until the Total EIP Price has been charged in full.

- 4.3. When a Cardmember makes a purchase(s) under the EIP, the Minimum Payment Due for the Card Account will be the sum of the EIP Monthly Installment(s) plus all other outstanding transactions multiplied by the required payment percentage determined by Citibank, plus any excess amounts over the Credit Limit and all past due amounts, if any.
- 4.4. If the Cardmember pays less than the Minimum Payment Due by the Payment Due Date specified in the Statement of Account, charges and delay interest as per these terms and conditions and the terms and conditions for Credit Cards set forth in Section C hereof and the Schedule of Fees and Charges will be applicable.
- 4.5. The Cardmember may request a reduction in the EIP Term, i.e. the number of EIP Monthly Installments. Citibank will review the request and may in its discretion agree to the Cardmember's request, charging a fee determined by Citibank in its discretion to the Card Account for processing the request.
- 4.6. The Cardmember may prepay the Total EIP Price in one (1) lump sum prepayment. There will be a charge determined by Citibank in its discretion to process the request.
- 4.7. If the Cardmember fails to make payment in full of two (2) consecutive EIP Monthly Installments, the entire outstanding balance of the Card Account shall immediately become due and payable by the Cardmember, and Citibank shall have right to demand the immediate payment thereof at its discretion.
- 4.8. If the Card Account is closed prior to the payment in full of the Total EIP Price, the unbilled amount of the Total EIP Price will be immediately billed to the Cardmember. The entire outstanding balance of the Card Account shall immediately become due and payable by

the Cardmember, and Citibank shall have the right to demand the immediate payment thereof at its discretion.

## **5. Title of the Item**

The good(s) and any and all replacements, accessions and accessories thereto purchased by the Cardmember under the EIP shall be Citibank's absolute property until the Total EIP Price is paid in full and all the EIP terms and conditions have been complied with. The Cardmember will not be the owner of the good(s) until such date, and until this time, the Cardmember will not make any statements or allegations to this effect. The Cardmember shall not sell, rent, mortgage or assign the good(s) or encumber the good(s) or waive its acquisition or in any other way deal in the good(s) or transfer any interest therein to any person or party. The Cardmember shall exercise proper diligence in the use and maintenance of the good(s).

## **6. Product Liability**

Citibank will not be liable for any damage or loss incurred by the Cardmember arising out of the purchase, installation, use or otherwise of the good(s) and/or service(s) under the EIP nor shall Citibank be responsible in any way for the quality of the goods and/or services purchased under the EIP. Any complaint as to the quality of the goods purchased or services rendered through the EIP shall be referred to the relevant supplier or merchant shall not affect the Cardmember's obligation to continue paying the EIP Monthly Installments to Citibank. The purchase of the goods and/or services under the EIP shall be subject to the terms and conditions of the seller or provider of the goods and/or services, which are of no concern to Citibank or to the obligation of the Cardmember to pay the EIP Monthly Installments to Citibank.

## **7. Modifications, Amendments and Cancellation**

- 7.1. Citibank is entitled at any time without any prior notice or liability to the Cardmember in any manner whatsoever to terminate the EIP or cancel. However, such termination, cancellation or variance shall not affect transactions concluded by the Cardmember and accepted by

Citibank under the EIP before such decision nor the Cardmember's obligations to pay the EIP Monthly Installments with respect to such transactions. Citibank is also entitled to determine a minimum limit for the minimum purchase amount allowable under the EIP for each particular offer.

- 7.2. Citibank reserves the right to disqualify any Cardmember from further participation in the EIP, if in its judgement, that Cardmember has in any way violated any of these Terms and Conditions. Suspension and disqualification shall not lead to termination of transactions already concluded by the Cardmember and accepted by Citibank before such decision nor the Cardmember's obligation to pay the EIP Monthly Installment with respect to such transactions.
- 7.3. Citibank shall be entitled to disallow or refuse any transaction submitted by the Cardmember to it under the EIP without providing any reason whatsoever.

## **8. Miscellaneous**

- 8.1. Citibank shall not be responsible for any delay in the transmission to Citibank of evidence of an EIP transaction by the specified merchants or any other third party.
- 8.2. Citibank reserves the right to withdraw the EIP with prior notice.

## **D (2) (c) Bill Payment Service Terms and Conditions**

In addition to the terms, if any, set forth in the completed application form, the following terms and conditions are applicable to the Citibank Bill Payment Service ("BPS").

### **1. Definitions**

In these Terms and Conditions where the context so admits the following expressions shall have the meanings herein designated unless the context otherwise requires:

- a. **"Authority"** means:
  - (i) Batelco;
  - (ii) Zain;
  - (iii) Ministry of Electricity and Water; and/or
  - (iv) VIVA
  - (v) Any other Kingdom of Bahrain governmental authority designated by Citibank from time to time.
- b. **"Authority Bill"** means a bill issued by:  
Ministry of Electricity and Water for the consumption of electricity, water, sewage or other utilities, products or services provided by such authority, Batelco and Zain for the use of internet, fax, mobile and telephone or other utilities, products or services provided by such Authority or any other Authority for use of such Authority's products or services.  
The singular "Bill" shall apply to the plural.
- c. **"BPS Instruction(s)"** means any instruction given to Citibank to proceed with BPS whether:
  - (i) By telephone communication;
  - (ii) Through Citibank online.
- d. **"BPS Service"** means the payment of an Authority Bill in accordance with these terms and conditions.

### **2. Terms and Conditions**

- 2.1. The Cardmember hereby authorizes Citibank to accept BPS Instructions given to Citibank to debit the Cardmember's Card Account and to pay the Authority Bill whenever it receives BPS Instructions from a person identifying himself/herself as the

- Cardmember. The Cardmember agrees that confirmation of the Cardmember's identity by provision of the personal details required by Citibank will be sufficient evidence for Citibank to identify the Cardmember and that Citibank can thereafter debit the Cardmember's Card Account as detailed by the Cardmember and pay the Authority Bill within three (3) or more working days of receiving such instructions.
- 2.2. The Cardmember agrees that the usage of the BPS Service by a person who identifies himself/herself as being the Cardmember shall constitute binding and conclusive evidence of the confirmation of the Cardmember to be bound by these Terms and Conditions.
  - 2.3. The Cardmember agrees that Citibank's records of transactions processed through the BPS Service shall be final and binding and that the Cardmember shall not later deny the validity of any transaction made using the BPS Service.
  - 2.4. The Cardmember hereby consents to the recording of BPS Instructions by Citibank and accepts that such recordings may be used by Citibank as evidence in a court of law or any arbitral or legal proceedings.
  - 2.5. Upon Citibank's recital of an approval number as confirmation of receipt of BPS Instructions, the Cardmember agrees that the Cardmember cannot, thereafter, dispute or reverse the transaction and/or any consequence(s) thereof.
  - 2.6. The Cardmember accepts that payments made using the BPS Service may take three (3) or more working days from Citibank's receipt of BPS Instructions to be credited to the Cardmember's account with the Authority and that any disconnection effected or other action taken in the interim by the Authority, as a result of having not yet acknowledged the payment being made using BPS Service, shall not be a default on the part of Citibank or the Authority.
  - 2.7. The Cardmember agrees that Citibank retains the absolute discretion not to carry out any BPS Instructions for whatever reason and that the Cardmember shall not hold Citibank liable in any way whatsoever for failing to carry out any BPS Instructions. The Cardmember accepts and agrees that Citibank provides the BPS Service at the Cardmember's own risk and that Citibank shall not be held liable in any way whatsoever for failing to provide this service or failure to carry out any BPS Instructions in whole or part. The Cardmember agrees that Citibank shall not be responsible for any delay in the execution or non-execution of BPS Instructions that are, in Citibank's opinion, unclear on invalid or that Citibank deems non-executory.
  - 2.8. The Cardmember agrees that Citibank is under no obligation to provide a remittance advice or receipt representing the payment of the Authority Bill to the Cardmember and that only an approval number will be given near the end of successful BPS Instructions as confirmation of receipt of such BPS Instructions.
  - 2.9. The Cardmember accepts that the BPS Service shall only be available to Basic Cardmembers and to such supplementary Cardmembers who have a PIN and that the BPS Service cannot be used by a Cardmember calling from outside the Kingdom of Bahrain.
  - 2.10. The Cardmember agrees to take all necessary precautions to prevent unauthorized use of the BPS Service, the Cardmember shall not disclose the Cardmember's personal details to others and the Cardmember shall personally bear all risk and responsibility should the Cardmember fail to abide by these Terms and Conditions. The Cardmember undertakes to notify Citibank immediately upon any unauthorized use of the BPS Service or disclosure of any of its details to others, and the Cardmember undertakes to confirm the same in writing.
  - 2.11. The Cardmember authorizes Citibank to instruct the Authority to debit or credit the Cardmember's account(s) with the said Authority where Citibank, at its sole discretion, believes that the payment has been credited or debited to the Cardmember's account(s) with the Authority in error through use of the BPS Service.
  - 2.12. The Cardmember hereby accepts and agrees that Citibank shall

not be held liable for any failure or delay or error on the part of the Authority, including without limitation, any failure, delay or error with respect to recording and effecting any payment that the Cardmember instructs Citibank to make using the BPS Service.

- 2.13. Should Citibank be found liable by any court of law or legal proceedings for any failure to render or any error or delay in rendering the BPS Service or for any other related reason, the Cardmember hereby agrees that the maximum liability of Citibank shall be limited to the minimum sum required to reconnect the Cardmember's Authority line(s). The Cardmember expressly agrees that Citibank shall not be liable for any indirect or consequential losses resulting from any disconnection of the line(s) or any failure on Citibank's part to carry put any BPS Instructions in whole or in part.
- 2.14. The Cardmember hereby accepts and agrees to be bound by all the prevailing terms and conditions of the Authority as may be changed from time to time, which are of no concern to Citibank or to the liability of the Cardmember to Citibank with respect to the BPS Service.

## **D (2) (d) "Citi ThankYou® Rewards and Citi Rewards Programs"**

### **1. "Citi ThankYou® Rewards and Citi Rewards Programs" General Terms**

- 1.1. The following terms and conditions are applicable to Citi ThankYou® Rewards and Citi Rewards Programs. Citibank N.A. customers holding a Citibank VISA and/or MasterCard credit cards ("Cardholders") may be eligible to participate in the Citi ThankYou® Rewards and Citi Rewards Programs, which rewards the Cardholders for using their Citibank Visa and/or MasterCard credit. provided that the Citibank Visa and/or Master credit card belongs to a category of cards which offers rewards to the Cardholders for using their Citibank Visa and MasterCard credit cards. For the avoidance of doubt, the Citi ThankYou® Rewards and Citi Rewards Programs do not apply to all Citibank Visa and/or MasterCard. Benefiting from Citi ThankYou® Rewards and Citi Rewards Programs shall be at all times subject to the terms and conditions outlined hereinafter.
- 1.2. In order for a Cardholder to benefit from Citi ThankYou® Rewards and Citi Rewards Programs his/her Citibank Visa and/or MasterCard credit cards, as applicable, must be valid and in good standing as per the criteria and standards applied by Citibank from time to time. The Cardholder's acceptance of the terms and conditions outlined hereinafter shall be deemed satisfied upon redemption of his/her ThankYou® Points, Reward Points, Miles and/or Skywards Miles.
- 1.3. Citibank reserves the right to change the ratio between
- ThankYou® Points, ThankYou® Points, Reward Points, Miles and/or Skywards Miles to be awarded; and
  - The specified amount charged to the Cardholder's Citibank VISA or MasterCard credit card.
- 1.4. Unless otherwise stated, all transactions charged to a Cardmember's Citibank VISA or MasterCard Credit Cards are eligible for ThankYou® Points, ThankYou® Points, Reward Points, Miles and/or Skywards Miles except for the following: (i) annual fee payment(s) related to the Cardmember's Citibank VISA or Mastercard Credit Cards and fast track redemptions; (ii) cash advances; (iii) Finance Charges; (iv) late payment charges; (v) traveler's cheques, balance transfer, repayment of bank loans/fees/charges and/or other unauthorized charges; (vi) purchase of foreign currency; (vii) contributions, premiums or other payments in relation to Invest Plus, Credit Shield/Credit Shield Plus products/programs/any other insurance programs or products that Citibank may choose to offer/distribute; (viii) utility bill payments made through Citibank online exceeding BD 200 a month (ix) transactions conducted at exchange house(s); (x) purchase of saving certificates, bonds and other debt instruments; or (xi) transactions

that Citibank decides are disputed, erroneous, unauthorized, illegal and/or fraudulent; (xii) transactions converted into EIP with a zero percent reducing balance rate per annum.

Furthermore, misuse of the Card to effect fictitious transactions through POS terminals at merchant outlets or through other means shall not be eligible for ThankYou® Points, ThankYou® Points, Reward Points, Miles and/or Skywards Miles

- 1.5. Citibank may, at its sole discretion and with prior notice to the Cardholder, add to, or remove from, the above list of eligible charges and transactions. Citibank's decision as to what constitutes an eligible charge shall be final, conclusive and binding.
- 1.6. ThankYou® Points, Reward Points and/or Miles awarded to the Cardmember awarded to the Cardmember will be shown in the Cardmember's monthly statement, and will be redeemable in such manner as set out in the Citi ThankYou® Rewards and Citi Rewards Program which will be made available to the Cardmember upon his/her request.
- 1.7. The Cardholder may only redeem those ThankYou® Points, ThankYou® Points, Reward Points, Miles and/or Skywards Miles registered and credited to the Citibank Visa and/or MasterCard Card Account of the Cardholder at the time of making the redemption. The books and records of Citibank shall be conclusive evidence in respect of the number of ThankYou® Points, ThankYou® Points, Reward Points, Miles and/or Skywards Miles registered and credited to the Cardholder's Citibank Visa and/or MasterCard Card Account.
- 1.8. In addition to any other conditions outlined in these Terms and Conditions, ThankYou® Points, Reward Points, Miles and/or Skywards Miles accumulated under the Cardholder's Citibank VISA or MasterCard credit cards Account are only redeemable by the Cardholder if the Cardholder's Citibank VISA or MasterCard Card Account is current (not cancelled or terminated by the Cardholder or Citibank)
- 1.9. Any ThankYou® Points, Reward Points, Miles, Skywards Miles and/or any similar benefits (as applicable) accumulated will be cancelled if the Cardholder's Citibank VISA or MasterCard Card Account is a) closed; b) not in good standing in the opinion of Citibank; c) the Cardholder's Citibank VISA or MasterCard credit card has expired; d) there has been a breach of the Citibank VISA or MasterCard Agreement; or e) any other event, which, in the sole discretion of Citibank should result in the cancellation of the ThankYou® Points, Reward Points, Miles, Skywards Miles, and/or any similar benefits (as applicable). For the avoidance of doubt, the Cardholder's ThankYou® Points, Reward Points, Miles, Skywards Miles and/or similar benefits shall stand cancelled notwithstanding any full or partial payment of any Charges due and payable to Citibank which the Cardholder failed to pay on the Payment Due Date or on any other date when a payment of whatsoever description or nature was due to Citibank, whether under these Terms and Conditions or under the Card Account
- 1.10. Without prejudice to the foregoing, Citibank reserves its right, to be exercised at any time with prior notice to the Cardholder, to apply time limitations on the validity of the Points and/or Miles earned by the Cardholder and credited to the Cardholder's Citibank Visa / MasterCard credit card account. Any unprocessed redemption order for Points and/or Miles that have been cancelled, shall not be processed by Citibank despite the fact that such redemption order was received before the Cardholder's relevant Points and/or Miles cancellation.
- 1.11. Any order placed for the redemption of ThankYou® Points, Reward Points and/or Miles for any of the items under Citibank Rewards is subject to Citibank's approval, the availability of the Citibank Rewards at the time the redemption order is placed by the Cardholder, as well as, any restrictions applied by the suppliers of the redeemed Citibank Rewards. Citibank may with prior notice to the Cardholder withdraw or substitute any of Citibank Rewards for another reward of comparable value or nature. Redemption orders may be placed through CitiPhone Banking or through Citibank Online by logging on



to [www.citi.com/bahrain](http://www.citi.com/bahrain).

- 1.12. Citibank shall only be responsible for forwarding the Cardholder's order for Citibank Rewards to the supplier of the Citibank Reward requested by the Cardholder. Citibank is not and shall not be considered at any time as the supplier of the Citibank Rewards available under the Citibank Rewards Program.
- 1.13. Citibank shall not be liable for any loss of profit, savings, contract, revenue, interest or goodwill or any consequential, indirect, incidental, special or punitive loss, damage or expenses or loss of data sustained by the Cardholder as a result of redeeming the ThankYou® Points, Reward Points, Miles and/or Skywards Miles and/or possessing and/or using the redeemed ThankYou® Points, Reward Points, Miles and/or Skywards Miles nor shall Citibank be responsible or held liable for any amount payable by the Cardholder to any third party arising out of the purchase, supply, quality, installation, use or otherwise of Citi Rewards, or of any negligence, breach of statutory or other duty on the part of Citibank and/or the supplier.
- 1.14. Citibank gives no warranty whatsoever (whether expressed or implied) and undertakes no liability in respect of the quality of Citibank Rewards or their suitability or fitness for any purpose.
- 1.15. Should a Citibank Reward arrive damaged or faulty, then the Customer may notify CitiPhone no later than two (2) days from the date of his/her receipt of the Citibank Reward giving full details, as shall be requested by Citibank. Citibank shall use reasonable endeavors to convey the Cardholder's complaint to the Supplier of the Citibank Reward and arrange for a replacement thereof, if possible. Notwithstanding the foregoing, Citibank shall not be held responsible in any way whatsoever for any damaged or defective Citibank Rewards.
- 1.16. Citibank Reward items, which may be stocked by Citibank, will be delivered within seven (14 ) working days from the date Citibank approves the redemption request. The redemption confirmation letter for Citibank Rewards items, which have to be picked up from merchants, will be sent to the Cardholder within ten (10) working days from the date Citibank approves the redemption request. Such letter shall authorize the Customer to pick up the Citibank Rewards item from the relevant merchant.
- 1.17. Any Citibank Rewards redemption orders once submitted to Citibank cannot be cancelled, revoked or changed by the Customer
- 1.18. Citibank reserves the right to disqualify any Cardholder from further participation in the Citi Rewards Programs, if in Citibank's sole judgment, that Cardholder has in any way violated these Terms and Conditions and/or the terms and conditions of Citibank Visa and/or MasterCard credit card Agreement. Suspension and disqualification may result, at Citibank's sole discretion, to the cancellation and nullification of all ThankYou® Points, Reward Points, Miles and/or Skywards Miles earned by the Cardholder
- 1.19. Citibank is entitled, at any time and With Prior notice or liability to the Cardholder in any manner whatsoever, to terminate Citi Rewards Programs and/or cancel and/ or vary its benefits or features, and/or vary, add to or delete any of the terms and conditions outlined herein, and/or withdraw or change the participants of Citi Rewards Programs, and/or modify or limit the value of ThankYou® Points, Reward Points, Miles, Skywards Miles and/or the manner of their redemption even though any of such acts may diminish the value of the ThankYou® Points, Reward Points, Miles, Skywards Miles already accumulated. The latest provisions in this regard shall be available on Citibank's website. It is the Cardmember's responsibility to ensure that he is apprised of the provisions and any changes thereto relating to the Card at all times. Citibank's decision on all matters relating to the ThankYou® Points, Reward Points, Miles and/or Skywards Miles shall be final and binding on the Customer.
- 1.20. Cash coupons, offered under Citi ThankYou® Rewards and Citi Rewards Program, are not exchangeable, refundable, or redeemable for cash or credit under any circumstances. Such cash coupons are

not replaceable in the event of loss or destruction after being issued and are subject to such terms and conditions as may be prescribed by the issuer of the same.

- 1.21. Details of specific rewards are set out in the Citi ThankYou® Rewards and Citi Rewards Catalog which is subject to change from time to time as may be determined by Citibank with prior notice to the Cardholder. All Citibank Rewards selection are non-returnable. When deemed necessary by Citibank and/or merchant partners of the Citibank Rewards, they may make similar substitution without advance notice to the Cardholder. Citibank Rewards offers are void where prohibited by law.
- 1.22. For the avoidance of doubt, the Cardholder acknowledges and agrees that in the (i) event of the death or incapacity of the Cardholder and/or (ii) termination of the Cardholder's Card Account; all ThankYou® Points, Reward Points, Miles, Skywards Miles and/or any similar benefits/rewards (as applicable) accumulated in the Cardholder's Card Account shall be automatically forfeited, no additional ThankYou® Points, Reward Points, Miles, Skywards Miles and/or any similar benefits/rewards shall accrue in the Cardholder's Card Account and any unprocessed Citi ThankYou® Rewards and Citi Rewards redemption requests shall be cancelled immediately.
- 1.23. For the avoidance of doubt, the Cardholder acknowledges and agrees that the Citi ThankYou® Points and/or Citi Rewards are non-transferrable
- 1.24. Citibank is not obligated to update the Citi ThankYou® Points and/or Citi Rewards Programs on a specific schedule.
- 1.25. Certain Citi ThankYou® Points and/ or Citi Rewards are applicable to selective card types only.
- 1.26. Citibank will not respond to obligations of manufacturers or providers of goods and services, nor will it provide warranties for such. Products and services will carry their manufacturer's warranty and Citibank will not be responsible for the fulfillment of such warranty. Merchandise from global suppliers that require the import of products into the country may lose their warranty upon importation and such products may not have local technical support. Upon agreeing to redeem an item identified as global, you forfeit your rights to relevant warranties
- 1.27. Every effort has been made to ensure that the information contained in the Citibank Rewards Catalog, which may be dispatched to the Cardholder, from time to time is accurate. Citibank is not responsible for any errors or omissions, which may appear on the Citibank Rewards Catalogue.
- 1.28. The Bank shall not in any way whatsoever be responsible towards the Cardmember for Emirates Skywards nor the activities and benefits offered by Emirates Skywards program. The Bank shall also not be responsible for any claims or damages made by the Cardmember in respect of the activities and benefits offered by Emirates Skywards, which are at all times subject to the terms and conditions determined by Emirates from time to time.

## **2. Citi ThankYou® Rewards and Citi Rewards Specific Terms by Redemption Type.**

Depending upon the type of reward, certain limitations and restrictions regarding delivery may apply

### **2.1. Merchandise/Cash Rewards**

- a. Cardmembers will be entitled to redeeming ThankYou® Points, Reward Points and/or Miles earned against rewards/ benefits available as listed under Merchandise/Cash Rewards. Any order placed for the redemption of ThankYou® Points, Reward Points and/or Miles for any of rewards/ benefits available in terms of the Citi Rewards Programs is subject to Citibank's approval, the availability of the reward/ benefit at the time of placing the redemption order by the Cardmember, as well as, any restrictions applied by the suppliers of the redeemed Points and/or Miles reward/ benefit. The redemption rate shall be determined by

Citibank from time to time. Citibank may with prior notice to the Cardmember withdraw or substitute any of rewards/ benefits listed in Merchandise/Cash Rewards for another reward/ benefit of comparable value or nature. Redemption orders may be placed at [www.citi.com/bahrain](http://www.citi.com/bahrain) or any other channel as Citibank may from time to time inform the Cardmember.

- b. Citibank shall only be responsible for forwarding the Cardmember's order for rewards/ benefits to the supplier of reward/ benefit requested by the Cardmember. Citibank is not and shall not be considered at any time as the supplier of the reward/ benefit available under Merchandise/Cash Rewards. All reward items/ benefits are made available on a best-effort basis and at the sole discretion of Citibank. Citibank makes no warranties and assumes no liability or responsibility with respect to the products and services provided the suppliers/ merchants/ partners ("Merchants"). The Merchant's terms and conditions apply. Citibank shall not be held responsible in any way whatsoever for the quality/ suitability/ fitness of the reward/ benefit or for any damaged, defective or unsatisfactory reward/ benefit received by the Cardmember at any time.
- c. Details of specific rewards are set out in the Catalog which is subject to change from time to time as may be determined by Citibank with prior notice to the Cardmember. All Points and/ or Miles rewards/ benefits selections are non-returnable/ non-reversible. When deemed necessary by Citibank and/or merchants, a similar substitution may be made without advance notice to the Cardmember.

- i. Printed Vouchers/ Gift Cards

Printed Voucher/ Gift Cards, offered under Citi Rewards, are not exchangeable, refundable, or redeemable for cash or credit under any circumstances. Such Printed Voucher/ Gift Cards are not replaceable in the event of loss or destruction after being issued and are subject to such terms and conditions as may be prescribed by the issuer of the same.

- ii. Annual Membership Fee reversals

Cardmember can request the Annual Membership Fee reversals and will get a statement credit on the credit card account based on the amount requested and Points and/or Miles deducted. Customer can get maximum one statement credit for the Annual Fee amount charged on the respective card in one card anniversary year. Customers can ask for the statement credit of the Annual Fee only after payment of the Annual Fee but can later get a statement credit. The conversion rate for Points and/or Miles needed for Annual Membership Fee reversals can be viewed at [www.citi.com/bahrain](http://www.citi.com/bahrain). Citibank may change the conversion rate at any point in time and the applicable rate will be posted in the website.

## 2.2. Points Transfer

- a. Eligible Cardmembers may transfer available qualifying Points and/or Miles to participating loyalty programs through [www.citi.com/bahrain](http://www.citi.com/bahrain) or by calling CitiPhone. In order to transfer your Points and/or Miles to a participating loyalty program you must have a valid membership account with the participating loyalty program. The first and last names in Citibank records and the participating loyalty program membership account must match in order to transfer points between the accounts. Points and/ or Miles made unavailable for redemption due to signs of fraud, abuse or suspicious activity in your Citi Rewards Programs or due to your failure to make the required minimum payment by the payment due date are not eligible for transfer. Upon completion of a transfer request:
  - i. The transferred Points and/or Miles will immediately be deducted from your Points and/or Miles balance in your

#### Card Account.

- ii. Points Transfer will result in the applicable rewards currency being posted to your participating loyalty program membership account after the completion of the transfer transaction. Timing may vary depending on the participating partner program and may take as long as two weeks to process.
- iii. All Terms and Conditions of the participating partner program involved in your transfer of Points and/or Miles
- b. A submitted request to transfer Points and/or Miles is final and may not be canceled. The Points and/or Miles in a submitted request may not be returned to your Card Account.
- c. When transferring Points and/or Miles, you must accept these Terms & Conditions before completing the transaction. The following terms and condition may vary across Citibank Credit Cards:
  - i. Cardmembers Eligibility
  - ii. Participating loyalty programs
  - iii. Conversion rates
  - iv. Transfer fees. Currently there is no fee applied for the Points Transfer feature.
  - v. Minimum and maximum Points and/or Miles transfer requirements
  - vi. Incremental Points and/or Miles transfer requirements
  - vii. Limit to the number of times you can transfer Points and/or Miles to participating travel loyalty programs.
  - viii. All terms and conditions are subject to change with reasonable notice.
- d.
  - i. The Points Transfer feature may be modified or terminated at any time with prior notice.
  - ii. The participating travel loyalty programs for the PremierMiles/ Citi Premier credit cards can be found on [www.citi.com/bahrain](http://www.citi.com/bahrain) and will be known as "Travel Loyalty Program" collectively "Travel Loyalty Programs". Citibank is not responsible for, or affiliated with, the participating Travel Loyalty Programs and makes no representation regarding travel services or loyalty programs provided by any of the partners included in the Travel Loyalty Programs.
  - iii. Citibank has the right to remove or add Travel Loyalty Programs/ Lifestyle Loyalty Programs from or to Points Transfer at any time without notice.
  - iv. Each Points Transfer must include a minimum of, 500 Miles and any additional Miles must be in increments of 500. There is 500,000 Miles maximum limit to the number of Miles that you can transfer using Miles Transfer. All Miles transferred are 1 Mile = 1 mile.

### 2.3. Travel

Please review the terms, conditions, and notices set forth below. Reward redemption or purchase of travel components constitutes your agreement to all such terms, conditions, and notices.

- a. General Travel Terms and Conditions
  - i. ThankYou® Points, Reward Points , Miles redemptions will be deducted from your Card Account.
  - ii. Payments by credit card will appear on your monthly card statement as "CL \*Trip Charges" or as a charge from the applicable airline, hotel, car rental, activity, cruise or tour provider (each, a "Supplier" and collectively, "Suppliers").
  - iii. Connexions Loyalty Travel Services LLC and its affiliate Loyalty Travel Agency LLC (collectively, "Travel Services")

are service providers for your rewards program.

- iv. Travel Services may cancel the booking in the event of non-payment or payment dispute at its sole discretion and standard penalties imposed by the Suppliers, up to the full amount of each ticket/reservation, will be applied.
- v. Travel Services is located in the United States of America and its call center is located outside Kingdom of Bahrain. You will be providing information necessary to make Your reservation to individuals and entities outside of Kingdom of Bahrain and consent to the processing of the information related to your transaction outside Kingdom of Bahrain. You consent to the transfer of your data by Travel Services to the applicable Suppliers, as well as any aggregators that participate in the transaction, so they may fulfill your selected travel.
- vi. All bookings made by Travel Services shall comply with all applicable U.S. laws, rules and regulations, including, without limitation, sanctions issued by the Office of Foreign Assets Control. Such sanctions may prevent Travel Services from offering travel to specific destinations or individuals.
- vii. To assist Travel Services with its compliance, Travel Services may ask you for additional personal information. Any booking made, or in good faith believed to be made, in violation of U.S. law, will be cancelled by Travel Services, in its sole discretion, with no liability to you other than to issue a refund, if permitted by law. Any refunds issued will be exclusive of any currency conversion fees, program fees and/or other fees paid by you in connection with the reservation.
- viii. CANCELLATIONS AND CHANGES. Reservations are subject to the rules of each Supplier on your itinerary; some reservations cannot be cancelled, other reservations may incur program fees and/or Supplier fees to cancel or change. Refunds, if permitted, may take up to 90 days to process and are subject to the policies of the individual Supplier. All refund requests must be submitted within 30 days after the scheduled departure date and any negotiable documents (i.e. airline tickets, redeemable certificates or vouchers, etc.) issued must be returned to Travel Services prior to processing any refund.

b. Privacy

- i. Your personal information (including your name, contact details, credit card details and other relevant information) will be collected in connection with arranging travel and other associated services on your behalf and facilitating your travel arrangements and bookings. If Travel Services does not collect this personal information, it will not be able to provide you with the services that you have requested. Travel Services will disclose applicable portions of your personal information to applicable Suppliers (usually located in the country/ies to which you are travelling or in which the call centers are situated), as well as any aggregators that participate in the transaction, so they may fulfill your selected travel.
- ii. All of your information will be used, disclosed and otherwise held in accordance with the privacy policy of your loyalty rewards provider, which, if you are viewing this document online, is available on this website. If you are not viewing this document online, you can obtain a copy of the privacy policy from your loyalty rewards provider and the contact information for the loyalty rewards provider is on your email confirmation. If you wish to access or change the information which Travel Services holds about you, or

complain about its handling, please contact your loyalty rewards provider for a copy of the relevant privacy policy.

- iii. Travel Services may record, and may require our service providers to record, telephone conversations made with you for quality assurance and verification purposes. We will provide notification on a telephone call if the call may be recorded. If you object to this recording, please inform the operator. It may then be necessary for the operator to require that you communicate with us by other means.

c. General Travel Information

- i. Government issued photo identification is required at check-in and must match the name on the reservation for all travel. If this is an international trip, you will need a passport and you may need a Visa and you may need to satisfy certain health requirements. Passports usually need to be valid for a specified period of time (such as six months) after your scheduled return date. For foreign entry requirements, go to [travel.state.gov/travel](http://travel.state.gov/travel) or contact the embassy/consulate of the country to which you are travelling, including layover and stopover destinations, to determine entry documentation and other requirements, such as immunizations that you must satisfy, including return entry into the country from which you departed. It is your responsibility to obtain proper travel identification and satisfy all requirements for each location on your itinerary, including layover and stopover destinations. Carriers cannot board any passenger who fails to carry required documents. Some carriers may require you to show the credit card used as payment for your ticket(s).
- ii. Minors under the age of 18 who are traveling with only one parent may be required to have additional documentation. Please contact your airline or the embassy/consulate of the country from which you are departing and the country to which you are traveling for additional information.
- iii. Travel Services has no special knowledge regarding the suitability for disabled persons for any travel itinerary.
- iv. Travel Services also has no special knowledge regarding possible dangers at international destinations, unsafe conditions, health hazards, foreign health requirements, weather hazards, or climate extremes at locations to which you may travel.
- v. Travel reservations are subject to the rules of each Supplier on your itinerary. The information and descriptions given about the Suppliers are believed to be accurate, but Travel Services makes no warranty or representation regarding the information and descriptions.
- vi. The passenger's ticket(s), when issued, or the electronic reservation, shall constitute the sole contract between the Supplier and the purchaser and/or passenger. Travel Services shall have no liability for any actions or omissions of the Supplier.
- vii. Travel Services shall have no responsibility for any credit or voucher issued by any Supplier, and any questions or issues you may have with respect to such credit or voucher must be addressed directly with the Supplier.
- viii. Special requests made to a Supplier are on a request only basis and cannot be guaranteed. Fees, taxes and charges may apply, depending on the service request.
- ix. Upgrades are not permitted on certain itineraries. Please check with the Supplier directly.
- x. Supplier policies are subject to change at any time without notice.
- xi. Travel Services is not responsible for any lost or damaged

luggage.

- xii. Certain rate types do not permit credit for airline frequent flyer programs or car or hotel loyalty programs.

d. Hazardous Materials

- i. Various laws forbid the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in imprisonment and substantial penalties. Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.
- ii. There are special exceptions for small quantities of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact the airline directly.

e. Baggage Fees

Baggage policies and fees, for carry on and checked baggage, vary by Supplier. Some Suppliers charge a fee for the first and/or second standard-sized checked bag. Please check with the Supplier for baggage charges, size limitations, weight and other restrictions. A list of air carriers and their fees for checked baggage can be found at [www.tripcharges.com/baggagefees.asp](http://www.tripcharges.com/baggagefees.asp).

f. Destination Taxes

Government imposed departure or entry taxes may not be included in ticket taxes. Passengers should be prepared to pay these taxes in cash, in local currency, on location.

g. Airline Terms and Conditions

- i. Airline tickets are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the fare and, if permitted, are subject to airline rules, airline penalties up to the full amount of each ticket, plus in the case of a changed ticket, the fare difference charges, and may also be subject to program fees.
- ii. A small number of air carriers may require Travel Services to confirm flight availability when booking. If there is any issue with availability, a travel representative will contact you within 24 hours to make alternate flight arrangements at no additional cost.
- iii. In some situations an airline may issue you a credit "in lieu of" a refund according to the fare rules associated with the individual booking. If a credit is issued by an airline, it is held by the airline in the name of the individual who was the passenger of record on the original reservation. This credit can be used towards the payment for the booking of a new trip under the following conditions:
  - 1. The new reservation is in the name of the same passenger as the canceled booking;
  - 2. The new reservation is on the same airline as the original reservation;
  - 3. All travel associated with the new trip must be completed prior to the date specified by the airline which is determined by the fare rules of the original ticket and the original class of service;
  - 4. You are responsible to pay any exchange fees charged by the airline related to the making of a new reservation as well as any additional charges, fees or fare increase;
  - 5. Credit cannot be applied against an existing reservation.
  - 6. If a refund or a credit is not issued by the Supplier, the

anceled reservation will have no value for future use.

- iv. Airlines may impose additional costs and fees for baggage, meals, beverages and other services. These costs are your sole responsibility.
  - v. Unused tickets contain no value if not canceled prior to scheduled departure date.
  - vi. Tickets cannot be reassigned or transferred to a different passenger or airline.
  - vii. Flight schedules are subject to change. Travel Services is not responsible for any schedule change(s) or notifying you of such change(s). Please confirm the scheduled departure time at least 48 hours prior to departure for domestic flights and at least 72 hours prior to departure for international flights to learn if your flight schedule changed.
  - viii. Failure to use any reservations may result in automatic cancellation of all continuing and return reservations. You must advise your carrier if your travel plans change en route.
  - ix. Check with each airline regarding its specific boarding and check-in requirements. Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which you have a confirmed reservation. If this occurs, the airline will make alternative arrangements for you.
  - x. Turboprop aircraft may exist on your itinerary. Airlines reserve the right to change aircraft equipment without notice to the booking travel agency or the consumer.
  - xi. If a code-share flight exists in your itinerary (a flight where two or more airlines share the same flight), passengers must check in with the operating airline on day of departure.
  - xii. All tickets will be issued at time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions. If an e-ticket is unavailable, you may be charged for shipping and handling. All paper tickets will be shipped within 48 hours.
  - xiii. If your paper ticket(s) is lost, stolen, or destroyed, contact Travel Services immediately for details on how to process your claim. You may need to purchase a new ticket to travel while you are waiting for any permitted refund or credit. You remain responsible for payment due for the lost, stolen, or destroyed ticket(s) unless a refund or credit is issued by the carrier.
  - xiv. Advance seat assignments, if available and allowed by airline, are not guaranteed. Please inquire with the airline about your boarding pass(es).
  - xv. Please go to <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements> to learn about the use of insecticides in certain aircraft.
  - xvi. For information regarding airline liability limitations, baggage liability and other regulations of the Warsaw Convention, as modified by the Montreal Convention, and other regulations, please consult your air carrier.
- h. Hotel Terms and Conditions
- i. Hotel rooms are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the room/rate description. Check the terms carefully before making a hotel reservation for cancellation or change terms and fees. For rooms that are non-refundable, if you change or cancel your reservation at any time, you will still be charged the full reservation amount of room and tax for the entire stay.
  - ii. If permitted, cancellations or modifications received at any time may be subject to a program fee in addition to any



Supplier fees. Such fees will appear on your monthly card statement as "CL \* Trip Charges".

- iii. You may not book reservations for more than 9 rooms at the same hotel during the same dates, even if all the dates are not identical. If we determine that you have booked reservations for more than 9 rooms in separate reservations, those reservations are subject to cancellation and will incur applicable cancellation fees in accordance with the rate description.
- iv. No shows are non-refundable and will result in a total forfeiture of any payments made and points used by you in connection with the reservation, without credit due. If you think you may arrive at a hotel late, please contact the hotel directly to arrange for late arrival, if available. Actual times for "late" vary by hotel.
- v. Early check-out from a hotel is not subject to a refund.
  - vi. Contact Travel Services via the number listed on your itinerary for all cancellation or change requests. Cancellations or changes handled by the hotel directly may result in additional fees and/or the forfeiture of any refund due. When canceling hotel reservations, retain your cancellation number so you will not be held responsible for cancellation charges if the hotel makes an error.
  - vii. Government issued photo identification is required at check-in and must match the name on the reservation. Some properties have a minimum age requirement for check-in.
  - viii. Policies for children vary by hotel. Please contact the hotel directly to learn whether child benefits are offered and whether there are child restrictions.
  - ix. Hotel reservations include room and applicable hotel taxes only. Any additional hotel charges, such as resort fees and hotel energy surcharges, and any charges for incidentals that you incur are not included in your reservation rate and must be paid directly to the hotel. Incidental charges may include but are not limited to parking fees, baby sitting, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, and gratuities.
  - x. Due to hotel Supplier policies applicable to our preferred rates, your name may not be provided to the hotel until 24 hours prior to your arrival. Please contact Travel Services directly for any special requests, such as bed type, smoking preferences or in-room amenities. Special requests are subject to hotel availability.
  - xi. The hotel may require a major credit card, in the name of one of the guests, or a cash deposit upon check-in.
  - xii. Reservations do not include services not specified in the reservation confirmation.
  - xiii. A reasonable attempt will be made to notify guests of hotel renovation or refurbishment if Travel Services knows of the same; however, Travel Services shall not be liable for any failure to provide such notification or for damages that may result from renovation or refurbishment.
- i. Car Rental Terms and Conditions
  - i. Cancellations or modifications received at any time are subject to the Supplier's cancellation policies and cancellation fees which could be up to the full amount of the reservation and may also be subject to a program fee. Such fee will appear on your monthly card statement as "CL \* Trip Charges".
  - ii. No shows are non-refundable and will result in a total forfeiture of any payments made and points used by you in connection with the reservation, without credit due.

- iii. The early return of car rentals is not eligible for a refund.
- iv. Any additional taxes, fees and surcharges are subject to change without notice, may vary by location, and may be charged to the customer at pick-up.
- v. Rental rates are based on 24 hour periods and may be subject to additional fees depending on time of return, including but not limited to hourly rental charges, which will be billed directly to you by the car rental company. Certain car rentals may require a minimum rental period. Any such rentals less than the required minimum may be charged the minimum rental rate.
- vi. Advance purchase car rental rates in the United States of America include unlimited mileage, taxes and fees. Car rental rates outside of the United States of America may not include unlimited mileage, taxes and fees and these will be assessed by the car rental location directly. Charges are billed directly by the car rental company and rates are subject to change.
- vii. Charges for optional services such as insurance waivers, fuel, additional or underage drivers, and special equipment charges, are not included in your rental and must be paid directly to the car rental company.
- viii. Travel Services does not guarantee a specific make, model, or color of vehicle no matter what vehicle is reserved.
- ix. Geographic and cross border restrictions may apply.
- x. Renters must meet the minimum (and maximum, if applicable), age requirement where the car is being rented, have a valid driver's license, major credit card and some Suppliers require a good driving record. Most rental car companies do not accept debit cards. Some Suppliers charge a surcharge for drivers between certain ages. Suppliers reserve the right to deny car rentals for any reason, including past driving records.
- xi. Rentals outside of the country in which you reside may require an international driver's license or compliance with other local requirements.
- xii. One way rentals are not permitted.
- xiii. Car rental redemptions may not be available for all locations and destinations.
- xiv. Local renters and renters driving out of state/country may be subject to additional restrictions.
- xv. Car rental rates do not include Collision Damage Waiver insurance and Theft Protection unless specified. Please contact your insurance company if you are unsure whether to accept rental –car company insurance at the counter.
- j. Activity Terms and Conditions
  - i. Theater tickets, theme-park passes, and select sightseeing tours are non-refundable once booked.
  - ii. All other activities cancelled or modified more than 3 days prior to activity date may be subject to a program fee and applicable Supplier fees which will appear on your monthly card statement as "CL \* Trip Charges". All other activities cancelled within 3 days of activity date are non-refundable. No-shows are non-refundable.
  - iii. No shows are non-refundable and will result in forfeiture of all payments made and points used by you in connection with the reservation, without credit due.
  - iv. Supplier reserves the right to change, cancel, or modify the date, length, or any inclusions of the activity booked without notice. You should reconfirm the activity booked at least 72 hours prior to the activity date.

- v. If a paper or e-voucher is required, please remember to bring it with you along with a form of Government-issued photo identification. Otherwise, you may be denied admission to the activity.
- k. Cruise and Tour Supplier Terms and Conditions
- i. Cruise only packages do not include ground transfers. Not all air/sea packages include ground transfers.
  - ii. Cruise and tour cancellations received at any time may be subject to a program fee in addition to applicable Supplier fees.
  - iii. Travel Services is not liable for any flight or other transportation delays that result in a missed cruise or tour departure. If air or transfers are purchased as part of a specific cruise or tour company package, the cruise or tour operator may provide assistance for missed departures.
  - iv. Travel Services has no control over air arrangements recommended by cruise or tour Suppliers including flight schedules, airlines selected, or whether your flight will be non-stop. Travel Services can assist you with deviations from the Supplier air/cruise package, but cannot guarantee that the supplier will honor your request. Some Suppliers will not allow air deviations under any circumstances.
  - v. It is your responsibility to make sure that deposits and final payments are made by the Supplier due date. Until payments are confirmed by the Supplier, price, cabin/room, and availability are subject to change and cancellation.
  - vi. No shows are non-refundable and will result in a total forfeiture of any payments made and points used by you in connection with the reservation, without credit due.
  - vii. You may have the option to purchase vacation protection insurance offered through the cruise or tour Supplier. If you decline any such vacation protection insurance, you will assume all risk of recovery of your costs and Travel Services will be unable to assist you. Refunds and coverage are subject to the policies of the individual travel insurance provider.
- l. Supplier Taxes and Fees (Applies for transactions that are not point redemptions only)
- i. In connection with facilitating your transaction, the charge to your debit or credit card will include a charge for taxes and fees which varies based on a number of factors including, without limitation, the amount paid to the Supplier, the location of the Supplier and your destination. This charge includes an estimated amount for taxes owed by the Supplier including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value-added tax and/or other similar taxes. In certain locations, the tax amount may also include government imposed service fees or other fees required by law to be collected by the Supplier. The actual amount paid to the Supplier for taxes in connection with your reservation may vary from the amount estimated and included in your charges, but the total amount you pay will not vary from the amount quoted. The balance of the charge for taxes and fees, if any, is retained by Travel Services to cover the costs of your reservation, including, customer service costs.
  - ii. Travel Services is not the vendor collecting and remitting taxes to taxing authorities. Suppliers include all applicable taxes in the amount billed to Travel Services and Travel Services pays all such taxes directly to the Suppliers. Travel Services is not a co-vendor associated with any Supplier. Taxability, the tax rate and the type of applicable taxes vary by location.

- iii. For transactions involving Suppliers located within certain jurisdictions, the charge to your debit or credit card for taxes and fees includes a tax that Travel Services is required to collect and remit to the jurisdiction owed on amounts retained as compensation for services.
  - iv. If you book accommodations in a location that charges a Goods and Services Tax or similar tax that is refundable to non-residents, Travel Services is unable to facilitate a rebate of such tax.
- m. Liability Disclaimers
- i. Travel Services acts only as an agent for the Supplier in regards to travel, and assumes no liability for injury, damage, loss, accident, delay or irregularity which may be caused due to a defect in any vehicle, acts of God, war, riots, or by any company or person involved in conveying the passenger or in carrying out travel arrangements.
  - ii. Travel Services reserves the right to accept minor adjustments in the passenger's travel itinerary made by the Supplier. In the event of Supplier trip cancellation prior to departure, a full refund will constitute a full settlement of all liability.
  - iii. Travel Services is not responsible for any changes initiated by the passenger with the Supplier.
  - iv. Travel services and its affiliates do not guarantee the accuracy of, and disclaim liability for inaccuracies relating to, the information and description of the hotel, air, cruise, car and other travel products displayed (including, without limitation, photographs, logos/icons, lists of hotel amenities, and general product descriptions), which information is provided by the respective suppliers. Hotel ratings are intended as general guidelines, and travel services and its affiliates do not guarantee the accuracy of the ratings.
  - V. Travel services, its affiliates, and the suppliers make no representations about the suitability of the information, products, and services contained on this site for any purpose, and the inclusion of any products or services on this site does not constitute any endorsement or recommendation of such products or services by travel services or its affiliates. All such information, products, and services are provided «as is» without warranty of any kind. Travel services, its affiliates, and the suppliers disclaim all warranties and conditions with regard to this information, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and noninfringement.
  - Vi. The suppliers providing travel or other services are independent contractors and not agents or employees of travel services or its affiliates. Travel services and its affiliates are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.
  - Vii. Travel services and its affiliates have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other cause beyond their direct control, and they shall have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or other authority. In no event shall travel services, its affiliates, and the suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in connection with, the use of this site or any information, products, and services obtained through this site, or otherwise arising out of the use of this site, whether based on contract, tort, strict

liability, or otherwise, even if travel services, its affiliates, and/or the suppliers have been advised of the possibility of damages. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

n. Governing Law

These Travel Disclosures and any action or proceeding related thereto, whether in contract or tort, at law or in equity, shall be governed by, construed and enforced in accordance with the laws of the state of New York, USA as they are applied to agreements entered into and to be performed entirely within such state. Any action in connection with any matters related to these travel disclosures, shall be brought only in the state or federal courts located in the state and city of New York and you expressly consent to the jurisdiction of said courts. All disputes which cannot be resolved between the parties shall be resolved individually, without resort to any form of class action.

**D (2) (e) Premiermiles / Citi Premier / General Terms and Conditions**

1. A Cardmember whose Card Account is valid and in good standing, as determined by Citibank at its sole discretion, is entitled to participate in the Citi Premiermiles / Citi Premier Program and earn Citi Miles / ThankYou Points which can subsequently be redeemed against rewards/benefits offered by the Citibank Rewards Program
2. Citibank is entitled, at any time and with prior notice or liability to the Cardmember in any manner whatsoever, to terminate Citibank Rewards Program and/or cancel and/or vary its benefits or features, and/or vary, add to or delete any of the terms and conditions outlined herein, and/or withdraw or change the participants of Citibank Rewards Program, and/or modify or limit the value of Citi Miles / ThankYou Points and/or the manner of their redemption even though any of such acts may diminish the value of the Citi Miles / ThankYou Points already accumulated. The Cardmember shall be bound by such variations and amendments. The latest provisions in such connection will be available on the Citibank website. It is the Cardmember's responsibility to ensure that he is apprised of the provisions and any changes thereof relating to the Card at all times. Citibank's decision on all matters relating to the Citibank Rewards Program shall be final and binding on the Cardmember.
3. A Cardmember will be entitled to receiving, on a monthly basis, Citi Miles / ThankYou Points which will be credited to his/her Card Account at the rate determined by Citibank for every BH Dinar equivalent (earn rate) charged to his/her Card Account for retail purchases. Citibank reserves the right, to be exercised at any time and with prior notice to the Cardmember, to change the ratio between a) Citi Miles / ThankYou Points to be awarded, and b) the specified amount charged to the Cardmember's Card. Citibank shall also have the right to determine the maximum number of Citi Miles / ThankYou Points that can be earned by a Cardmember as well as the transactions that shall be excluded from earning Citi Miles / ThankYou Points in accordance with provisions stated in Section D(2)(d) clause 1.4 of the General Terms and Conditions.
4. Citi Miles / ThankYou Points shall be calculated on the amount of eligible retail purchases accumulated on a daily basis, rounded down to the nearest Citi Mile. Eligible retail purchases charged by a Supplementary Cardmember will be aggregated with the retail purchases charged by the Basic Cardmember for the purposes of calculating the amount of Citi Miles / ThankYou Points earned. The aggregated Citi Miles / ThankYou Points will reflect in the Basic Cardmember's Card Account.
5. Any refunded retail purchases will not be accredited to Citi Miles / Thank You Points. Where Citi Miles / ThankYou Points have been credited to the Cardmember's card Account and/or used before the retail purchase is refunded, Citibank will debit the Card Account for

the credited Citi Miles / Thank You Points. Citibank shall be entitled to debit such Citi Miles / ThankYou Points even if such debiting causes the Card Account to have a negative Citi Miles / ThankYou Points balance.

6. Provided that the Card Account is in good standing as determined by Citibank and that there are sufficient Citi Miles / ThankYou Points, a Cardmember may select and redeem any one or more of the Citi Miles / ThankYou Points rewards, based on the qualifying Citi Miles / ThankYou Points amount, via such redemption channel as Citibank may from time to time inform the Cardmember. The Cardmember agrees that the use of any channel will be governed by its applicable terms and conditions. Unless expressly stated herein, Citi Miles / ThankYou Points are not transferable and not exchangeable for cash or credit. Redemption instructions with respect to Citi Miles / ThankYou Points once submitted to Citibank cannot be canceled, revoked or changed by the Cardmember.
7. Citibank shall not, in any way, be liable to the Cardmember or any third party for any goods or services or the quality or performance of such goods or services redeemed from/supplied by any partner, service provider, merchant or any third party under/pursuant to the Citibank Rewards Program. Cardmembers should seek redress and direct any complaints or comments with respect to such goods and services to the respective partner, service provider, merchant or third party.
8. The Cardmember hereby authorizes Citibank to disclose information regarding himself and his/her Card Account(s) to such third parties as Citibank deems necessary for the purposes of the Citibank Rewards Program.

#### **1. D (2) (g)**

1. All cards approved at the sole discretion of Citibank N.A. Citibank Terms and Conditions apply and are subject to change and are available upon request. Citibank reserves the right to vary any of these Terms and Conditions from time to time with prior notice. In no event shall Citibank, any of its affiliates, or any of their officers, directors, employees or agents be liable for any loss, damage or expense arising out of or otherwise related to this offer. Citibank may apply caps and/or reduced Skywards Miles to certain spending, i.e. Utility Bill Payment.

#### **Emirates Skywards Miles**

2. Citibank may apply and/or reduce Emirates Skywards Miles awarded per BHD spent on the Card to certain spending (i.e. utility bill payment) at its sole discretion. Emirates/ Emirates Skywards Programme terms and conditions apply and are available on [www.skywards.com](http://www.skywards.com).

#### **Emirates Skywards Miles Terms and Conditions**

3. The Emirates Skywards Frequent Flyer Programme ("Emirates Skywards") is operated by Emirates. Emirates Skywards reserves the right to change, modify or amend any part of the Emirates Skywards programme at any time in accordance with the Programme Rules. This right includes, but is not limited to, changes in Emirates Skywards partner affiliation, rules for earning and redeeming mileage credit, rules for use of travel awards, flight schedules, member travel benefits and specific features of promotional offers. Please visit [www.emirates.com](http://www.emirates.com) to see the full T&Cs.

#### **Maximum eligible Emirates Skywards Miles earning:**

4. Citibank reserves the right in its sole discretion to apply caps and/or to determine the maximum number of «Emirates Skywards Miles» and/or similar benefits obtained with respect to a Card from time to time. In any given month, a Cardmember shall only be entitled to earn Emirates Skywards Miles and/ or similar benefits for transactions carried out up to the extent of the assigned Credit Limit on the Card. Transactions exceeding the assigned Credit Limit shall not be entitled to earn Emirates Skywards Miles during that month. It is clarified that a reference to a «month» as stated in this clause will mean the

timeframe transpiring between each statement date.

**Emirates Skywards Miles earning in selected categories:**

5. Citibank reserves the right to set specific Emirates Skywards Miles earning rate(s) for certain categories of purchases. Such as «grocery stores/supermarkets» and “real estates” category spend (as defined by Visa/MasterCard, or associated acquiring banks) are entitled to earn 50% of the Emirates Skywards Miles earned. Citibank may apply and/or reduce Emirates Skywards Miles awarded per BHD spent on the Card to certain spending (i.e. utility bill payment) at its sole discretion.

For a detailed list of exclusions or updates on the Miles earn rate, please see below. Emirates/ Emirates Skywards Programme terms and conditions apply and are available on [www.skywards.com](http://www.skywards.com).

**Emirates Skywards Miles will not be awarded in selected categories:**

6. A Cardmember shall not be entitled to obtain Emirates Skywards Miles for the following transactions:
  1. Annual Membership Fee payment(s) related to the Cardmember» Citibank VISA or MasterCard Credit Cards and fast track redemptions
  2. Cash advance Fees, Finance charges, Late payment charges or any other form of manual or automated cash withdrawal/ disbursement
  3. Traveler»s cheques, balance transfer, repayment of bank loans/ fees/ charges and/or other unauthorized charges, etc.
  4. Purchase of foreign currency and transactions conducted at exchange house(s)
  5. Contributions, premiums or other payments in relation to Invest Plus, Credit Shield/ Credit Shield Plus products/programs/ any other insurance programs or products that Citibank may choose to offer/ distribute
  6. Utility bill payments
  7. Purchase of saving certificates, bonds, securities and/or other debt/ instrument instruments, along with purchase of any investment and/or brokerage services online or over the counter
  8. Transactions conducted on the «government services» category (as defined by VISA/MasterCard, or associated acquiring banks)
  9. Transactions that Citibank decides are disputed, erroneous, unauthorized, illegal and/or fraudulent
  10. Transactions undertaken through or using the Bahrain Direct Debit System
  11. Transactions converted into EIP with a zero percent reducing balance rate per annum.

Furthermore, misuse of the Card to effect fictitious transactions through POS terminals at merchant outlets or through other means shall also be excluded from obtaining Skywards Miles. The list set out herein may be changed by Citibank at any time and at its sole discretion. Citibank»s decision as to what constituted an eligible charge shall be final and conclusive.

7. Citibank shall not, in any way, be liable to the Cardmember or any third party for any goods or services or the quality or performance of such goods or services redeemed from/supplied by any partner, service provider, merchant or any third party under/pursuant to the Citibank Rewards Program. Cardmembers should seek redress and direct any complaints or comments with respect to such goods and services to the respective partner, service provider, merchant or third party.
8. The Cardmember hereby authorizes Citibank to disclose information regarding himself and his Card Account(s) to such third parties as Citibank deems necessary for the purposes of the Emirates Skywards

**D (2) (f) Citi Life / Citi Rewards General Terms and Conditions**

1. A Cardmember whose Card Account is valid and in good standing, as determined by Citibank at its sole discretion, is entitled to participate in the Citi Rewards Program and earn CitiDollars / ThankYou Points
2. which can subsequently be redeemed against rewards/benefits offered by the Citibank Rewards Program
3. Citibank is entitled, at any time and with prior notice or liability to the Cardmember in any manner whatsoever, to terminate Citibank Rewards Program and/or cancel and/or vary its benefits or features, and/or vary, add to or delete any of the terms and conditions outlined herein, and/or withdraw or change the participants of Citibank Rewards Program, and/or modify or limit the value of CitiDollars / ThankYou Points and/or the manner of their redemption even though any of such acts may diminish the value of the CitiDollars / ThankYou Points already accumulated. and the Cardmember shall be bound by such variations and amendments. The latest provisions in such connection will be available on the Citibank website. It is the Cardmember's responsibility to ensure that he is apprised of the provisions and any changes thereof relating to the Card at all times. Citibank's decision on all matters relating to the Citibank Rewards Program shall be final and binding on the Cardmember.
4. A Cardmember will be entitled to receiving, on a monthly basis, CitiDollars / ThankYou Points which will be credited to his/her Card Account at the rate determined by Citibank for every BH Dinar equivalent (earn rate) charged to his /her Card Account for retail purchases. Citibank reserves the right, to be exercised at any time and with prior notice to the Cardmember, to change the ratio between a) CitiDollars / ThankYou Points to be awarded, and b) the specified amount charged to the Cardmember's Card. Citibank shall also have the right to determine the maximum number of CitiDollars / ThankYou Points that can be earned by a Cardmember as well as the transactions that shall be excluded from earning CitiDollars / ThankYou Points in accordance with provisions stated in Section D(2) (d) clause 1.4 of the General Terms and Conditions.
5. CitiDollars / ThankYou Points shall be calculated on the amount of eligible retail purchases accumulated on a daily basis, rounded down to the nearest CitiDollars / Thank You Points. Eligible retail purchases charged by a Supplementary Cardmember will be aggregated with the retail purchases charged by the Basic Cardmember for the purposes of calculating the amount of CitiDollars / ThankYou Points earned. The aggregated CitiDollars / ThankYou Points will reflect in the Basic Cardmember's Card Account.
6. Any refunded retail purchases will not be accredited to CitiDollars / Thank You Points. Where CitiDollars / ThankYou Points have been credited to the Cardmember's card Account and/or used before the retail purchase is refunded, Citibank will debit the Card Account for the credited CitiDollars / Thank You Points. Citibank shall be entitled to debit such CitiDollars / ThankYou Points even if such debiting causes the Card Account to have a negative CitiDollars / ThankYou Points balance.
7. Provided that the Card Account is in good standing as determined by Citibank and that there are sufficient CitiDollars / Thank You Points, a Cardmember may select and redeem any one or more of the CitiDollars / ThankYou Points rewards, based on the qualifying CitiDollars / ThankYou Points amount, via such redemption channel as Citibank may from time to time inform the Cardmember. The Cardmember agrees that the use of any channel will be governed by its applicable terms and conditions. Unless expressly stated herein, CitiDollars / ThankYou Points are not transferable and not exchangeable for cash or credit. Redemption instructions with respect to CitiDollars / ThankYou Points once submitted to Citibank cannot be canceled, revoked or changed by the Cardmember.



8. Citibank shall not, in any way, be liable to the Cardmember or any third party for any goods or services or the quality or performance of such goods or services redeemed from/supplied by any partner, service provider, merchant or any third party under/pursuant to the Citibank Rewards Program. Cardmembers should seek redress and direct any complaints or comments with respect to such goods and services to the respective partner, service provider, merchant or third party.
9. The Cardmember hereby authorizes Citibank to disclose information regarding himself and his /her Card Account(s) to such third parties as Citibank deems necessary for the purposes of the Citibank Rewards Program.

#### **D (2) (h) Citibank Online Services**

In addition to the terms and conditions, if any, provided on the relevant website, the following terms and conditions are applicable to Citibank's internet banking services and products provided through its website(s) from time to time (the "Citibank Online Services")

In consideration for Citibank making available the Citibank Online Services, the Customer hereby acknowledges, accepts and understands the following:

1. By using the Citibank Online Services, the Customer has accepted and agreed to be bound by these Terms and Conditions, as amended by Citibank from time to time. The Customer agrees to pay all fees, expenses or charges applicable to the Citibank Online Services, which Citibank may (i) change from time to time in its discretion and (ii) directly debit to the Customer's account(s)
2. The Customer irrevocably and unconditionally accepts as binding any transaction and/or instruction made or given in connection with the Citibank Online Services at the Customer's own risk and responsibility. Citibank's records of any transaction or instructions processed in connection with the Citibank Online Services shall constitute binding and conclusive evidence of such transaction or instruction for all purposes.
3. The Customer agrees that all security procedures used and implemented by Citibank are reasonable and adequate. The Customer shall safeguard and maintain as secret and shall diligently safeguard from disclosure and/or use by any other person(s) the Customer's Cash Withdrawal Personal Identification Number (PIN), user ID's, passwords and all other items included in the security procedures, or any, or any other authentication methods/devices, as Citibank may provide from time to time, from being disclosed to any third parties or unauthorized personnel. The Customer further agrees and undertakes that:
  - a. Citibank is not required to make any investigations regarding the identity of the user gaining access to this service, other than the PIN, User ID/or passwords ("ID&P") provided in the security procedure, and any other additional security methods/devices implemented by Citibank at its discretion;
  - b. The Customer will be liable for the usage of the ID&P and any other authentication methods/devices used to access this service by authorized personnel, unauthorized personnel or any other third parties; and
  - c. Citibank can reasonably rely on the authenticity of transactions conducted by a user accessing this service by use of the security procedures. If Citibank has reason to doubt the genuineness of any instruction or transaction, Citibank may, in its discretion, choose not to process the instruction and/or transaction initiated through this service.
4. Citibank owns all information stored and transmitted through the Citibank Online Services and shall have the right to review, monitor, change and/or delete such information for security or administrative or any other purpose. The Customer acknowledges that Citibank will not provide the Customer any type of hardware and/or software for enabling the usage of the Citibank Online Services.

5. The Customer agrees that Citibank may at its sole discretion:
  - a. Include additional banking products or services in connection with this service or discontinue some of the banking products and services provided in connection with this service;
  - b. Restrict the usage of the ID&P and/or any other authentication methods/devices; and
  - c. Restrict or terminate the Customer's use of this service.
6. The Customer acknowledges that access to some of the banking products or services available through the Citibank Online Services may require additional processing within Citibank which may take time because of differences in time, business hours and business days between the place where the instruction or transaction is received and the place of accounts to be debited or credited.
7. The Customer agrees that Citibank Online Services are provided exclusively for the benefit of the Customer. Citibank shall not be liable in any manner or form for providing the Citibank Online Services, including but not limited to, any of the following:
  - a. If the Customer is unable to access and/or utilize the Citibank Online Services due to any reason beyond Citibank's control including any technical, communication and/or network malfunction or breakdown;
  - b. For any loss or damage that may arise or be incurred directly or indirectly by reason of Citibank's carrying out the Customer's transactions or instructions or from any malfunction of Citibank Online Services;
  - c. For any change, alteration, additions and/or deletions to these Terms and Conditions, the Citibank Online Services, the systems of operations of Citibank Online Services or the daily cut-off times; or
  - d. For any partial, incomplete, late or failed transfer or bill payment to any payee nominated under the Citibank Online Services due to reasons beyond Citibank's control.
8. The accuracy, completeness, or timeliness of information on the Citibank Online Services is not guaranteed by Citibank and is subject to change.
9. Citibank shall not be liable for any harm caused by the transmission through Citibank's Online Service, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the Citibank Online Services or any of the Customer's software, hardware, data or property.

## **E. Salary Transfer Loans, Personal Loans**

In addition to the terms, if any, set forth in the completed loan application form and/or approval letter, the following terms and conditions are applicable to Salary Transfer Loans, Personal Loans and (each, a "Loan"). Unless expressly stated or required by the context all of the following terms and conditions apply to each Salary Transfer Loans & Personal Loans

In consideration of Citibank making Salary Transfer Loan(s), Personal Loan(s)), on the Borrower's request, the Borrower hereby acknowledges, accepts and understands the following:-

### **E. 1 General**

The Borrower must be at least 21 years at the date of the Loan Application. The Borrower must provide evidence, in the form required by the Bank, of a minimum monthly salary of BD 300.

- 1.1 The terms Principal Amount, Deferred Payment Charges, Monthly Installment, Number of Installments, Installment Start Date and End Date, applicable interest rate are set out on the completed loan

application in respect of each Loan.

- 1.2 In consideration of Citibank agreeing to make available to the Borrower the Principal Amount, the Borrower agrees to pay (by Monthly Installment on the Payment Dates) the Total Amount. The Total Amount is the aggregate of the (i) Principal Amount and (ii) Deferred Payment Charges, (iii) payment protection premium, (iv) commission charges and (v) all amounts and interest charges which may be payable pursuant to or in connection with such Loan.
- 1.3 Disbursement of a Loan is conditional upon receipt or confirmation of all documents and requirements requested by Citibank in form and substance satisfactory to Citibank and payment to Citibank of all applicable fees and charges.
- 1.4 Citibank may by notice to the Borrower cancel Citibank's commitment to make available a Loan or reduce the Principal Amount.
- 1.5 The Borrower hereby irrevocably authorizes Citibank to debit from the Borrower's account(s) any amount due and payable to Citibank, with prior notice to the Borrower.
- 1.6 The Borrower is in default if:
  - i) any Monthly Installment is not paid in full on its payment date;
  - ii) there is a breach of any term(s) of a Loan;
  - iii) the Borrower's employment is terminated, his/her monthly salary stopped or his/her work permit or residence visa (if any) are cancelled;
  - iv) any information provided in the Loan Application form is found or considered by Citibank to be incorrect;
  - v) the Borrower or his/her guarantor(s) (if any) goes into bankruptcy, insolvency, liquidation, is declared incapable or dies; or
  - vi) the Borrower defaults under any other obligation or agreement to Citibank.
- 1.7 On the occurrence of a default by the Borrower, the outstanding balance of all Loans along with the accrued interest, charges and fees shall immediately become due and payable by the Borrower and/or the guarantor(s), if any, and Citibank shall have the right to demand the immediate payment of all such amounts. On receipt of any payment from the Borrower, where the Borrower is in default of a Loan, such payment shall be applied by Citibank to repay such liabilities of the Borrower to Citibank as Citibank may see fit.
- 1.8 The Borrower hereby acknowledges and confirms that a default in respect of any Loan shall constitute a default for the purpose of all loans of the Borrower from Citibank.
- 1.9 If the Borrower is in default Citibank shall have the right to:
  - (i) Demand the immediate payment of all amounts in relation to such loans;
  - (ii) Enforce any security provided to Citibank in respect of Loans or any other loan between the Borrower and Citibank (this includes set off and enforcement of security, provided for other Citibank loans, over assets of the Borrower);
  - (iii) Take any and all action and exercise such rights and remedies as are provided for herein or as are otherwise available to Citibank under applicable law; and/or
  - (iv) Present all cheques for collection, provided to Citibank by the Borrower.
- 1.10 If any Monthly Installment is not paid on its due date of payment, then without prejudice to any other right or remedy of Citibank, the Borrower shall be liable to pay delay interest on such delayed payments at the rate set forth on Citibank's then current Schedule of Fees and Charges of Citibank Bank Accounts, Salary Transfer Loans, Personal Loans, , Credit Cards and Additional Products and Services

(the "Schedule of Fees and Charges") plus any other additional fees or charges set forth on the Schedule of Fees and Charges.

- 1.11 If the Borrower wishes to prepay the Loan (in full or part) prior to respective maturity date/s, the Borrower must provide prior notice to Citibank. Citibank may require minimum amount of percentage (i.e. equivalent of an installment) and apply prepayment penalty/charge. Citibank shall advise the Borrower of the outstanding Principal Amount, interest, Deferred Payment Charges, Monthly Installment(s), early repayment charges and other amounts due to Citibank under the Loan on such prepayment.
- 1.12 Unless Citibank decides otherwise, payments by the Borrower in connection with a Loan may be applied in the following order: (a) in or towards payment of costs and expenses, (b) in or towards payment of fees, (c) in or towards payment of interest and (d) in or towards repayment of principal. Within these categories, all payments may, unless otherwise decided by Citibank, be applied by Citibank first to the outstanding amounts that have been unpaid for the longest period of time.
- 1.13 In case the payment received is higher than the due amount required based on the agreed repayment schedule, any excess funds will be used to reduce the outstanding Principal and the remaining tenure will be adjusted accordingly
- 1.14 Allowing the Borrower to re-borrow any part of the principal amount of a Loan that has been repaid is at Citibank's sole discretion.
- 1.15 The acceptance by Citibank, of any partial payment of any installments, which are then due from the Borrower, does not constitute a waiver by Citibank, of any right to full repayment.
- 1.16 Joint Borrowers shall be jointly and severally liable.
- 1.17 By signing application and loan disclosure form for the Loan, the Borrower warrants and represents that the information given herewith is true and accurate and the Borrower hereby authorizes Citibank to make such enquiries as it considers necessary to confirm this information.
- 1.18 The Borrower hereby undertakes to check all notices and statements sent by Citibank to the Borrower. If no objection is received from the Borrower within fourteen (14) days of dispatch of a notice or statement, then the transaction or balance shown therein will be considered correct.
- 1.19 The Borrower agrees that Citibank may charge the Returned Cheque Fee (as set out in the Schedule of Fees and Charges) for a returned cheque. In addition, if the Borrower chooses to pay any Monthly Installments in advance, then Citibank will charge an Administrative Fee as set out in the Schedule of Fees and Charges in respect of each Monthly Installment paid in advance.
- 1.20 Unless otherwise stated or required, interest charged on personal loans is calculated on a reducing balance basis, in accordance with the Central Bank of Bahrain guidelines.
- 1.21 Citibank may in its sole discretion approve further Loans to the Borrower in novation or renewal of an existing Loan, either in writing, by telephone or on Citibank online.
- 1.22 The Borrower acknowledges that if he / she / they choose to prepay the Monthly Installments in cash, Citibank will charge on a monthly basis the administrative fee listed in the Schedule of Fees and Charges for such option/service.

## **F. Salary Transfer Loans**

The following shall apply where the Loan is in the form of a Salary Transfer Loan:

- 1.23 The Borrower undertakes:
  - i) to deposit any monthly salary, bonus, commissions and/or other income with Citibank;
  - ii) to deposit with Citibank cheques in relation to all monthly

installments;

- iii) to take steps to ensure, that his/her employer shall pay his/her end-of-service benefits to Citibank; and
- iv) not to create any lien, encumbrance or other charge on the Borrower's monthly salary or end-of-service benefits.

1.24 To avoid a change of employment constituting a default pursuant to Clause B 1.6 above, the Borrower should notify Citibank of the proposed termination in advance of the change whereupon Citibank will consider continuing the Loan notwithstanding the change of employment and (without prejudice to its right to demand immediate payment) continue the Loan if the Borrower provides a letter (in a form acceptable to Citibank) irrevocably agreeing to transfer the Borrower's salary and end-of-service benefits from the new employer to Citibank.

1.25 In the event the Borrower is paid salary of more than a month (advance salary payments), Citibank is authorized and reserves its right to collect installments of respective future months in advance.

1.26 In the event that the Borrower is paid salary early or any other funds are credited to the borrower's account within 15 days prior the statement date, Citibank is authorised to collect the next instalment in advance within this period. Citibank is also authorised to collect instalments in advance for the upcoming month in case of any outstanding / overdue payment.

