

GENERAL TERMS AND CONDITIONS

JULY 2010

citi**bank**

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

A. BANK ACCOUNTS

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 bank accounts and related transactions with Citibank identified below.

1. GENERAL TERMS

1.1 Deposits

Cash deposits which 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 an 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 debit to 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 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, in respect of which Citibank shall provide prior notice to the Customer. Citibank may 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 to 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 are uncleared, and the 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 make any debit to 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.

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 an 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, quarterly statements of account and advices of transactions will be provided to the Customer.

1.10 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.

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

1.11 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.

1.12 Stop Payment Orders

In the event any funds are blocked under the instruction of any judicial, 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.

1.13 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 A1.13 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 pursuant to a telegraphic transfer on account of exchange or other restrictions applicable in the country of payment or country of issue or due to the paying bank or charges and fees of the 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 with respect to such lost, stolen or destroyed cheque or draft 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 by 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) Citibank is irrevocably authorized to rely on the Instructions as constituting genuine, true, accurate, complete and enforceable Instructions, and the Customer shall not challenge the Instructions by any means. Citibank has no duty to obtain confirmation or make enquiry as to such issues. At Citibank's sole discretion, Citibank may

decline to act upon the Instructions or request verification of the Instructions including without limitation, verification by means of a confirming call to an authorized signatory of the Customer's Account as identified in the instructions, or to a representative nominated by the Customer (a "Confirming Call"). The Confirming Call may be made to a number made available by the Customer to Citibank orally or otherwise in relation to the Customer's Account(s).

1.14 Death of Signatory

If the Customer has appointed two persons (other than itself) 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.

1.15 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.

1.16 Obligations of Citibank, N.A., United Arab Emirates

All of the obligations of Citibank which may arise pursuant to the products and services contemplated in these Terms and Conditions are the obligations of the specific branch of Citibank N.A in the UAE alone. 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., UAE only.

1.17 Hold Mail

If the Customer requests this service, Citibank may agree to hold all mail including correspondence, notices and statements addressed to the Customer. The mail shall be held at the specific branch premises requested by the Customer until collected by the Customer or the Customer's authorized representative. If the hold mails are not collected for more than three (3) months, Citibank shall at Citibank's discretion have the right to mail them on the address provided by the Customer. And in case a forwarding address is not provided by the Customer, Citibank shall have the right to destroy all mail which remains uncollected for four (4) months. The Customer may terminate this mandate to hold mail at any time by written notice to Citibank or by using Citibank's phone banking service, advising Citibank of the address at which the Customer's mail should be forwarded. The Customer agrees that:

- a) notwithstanding this mandate to hold mail, Citibank may forward such mail to the Customer as Citibank considers necessary;
- b) Citibank may take such action as Citibank may consider appropriate in its discretion in response to any mail;
- c) All mail shall be deemed to have been received by the Customer immediately upon delivery of the mail to the relevant branch for safekeeping;
- d) All statements issued by Citibank shall be deemed to be correct if the Customer does not notify Citibank of any errors within the period

stated on the statement or hereunder;

- e) Citibank shall not be liable for any loss or damages incurred by the Customer as a result of this mandate to hold mail or from any act or delay in acting or any omission of Citibank in relation to this mandate to hold mail; and
- f) Citibank may terminate this service by giving the Customer thirty (30) days prior written notice.

1.18 Standing Instructions

- a) Citibank will process any standing instruction from the Customer if the Customer has sufficient clear funds available in the relevant Account.
- b) If on two (2) successive occasions there are not sufficient clear funds available in the relevant Account for Citibank to process a standing instruction Citibank may at its discretion cancel that standing instruction without prior notification to Customer.
- c) Citibank may at its discretion determine the order of priority of payment of standing instructions over cheques drawn on, or other payments to be withdrawn from, the Customer's Account(s).
- d) Citibank may in its discretion make a payment pursuant to a standing instruction in circumstances where the Customer does not have sufficient clear funds available in the Relevant Account for such payment. The amount of any shortfall of clear 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 on any overdraft arising as a result of payment of a 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 more than 15 days after receipt of such notice by Citibank.

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 altogether change account identification numbers, at any time and without notice.

1.21 Opening of Account Before License Granted

Individuals opening bank Accounts for any company, firm or partnership before the effective establishment of such company, firm or partnership accept full personal responsibility for these Accounts notwithstanding these being designated with a corporate or other name and irrevocably undertake to unconditionally indemnify Citibank from all consequences of the use of such designation or Accounts until effective establishment of the company, firm or partnership.

1.22 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/ADVANTAGE ACCOUNT/CHECKING PLUS ACCOUNT

2.1 Qualification

- a) The Customer is only eligible to open a Current Account/Advantage Account or a Checking Plus Account if the Customer is resident in the U.A.E. and has full legal capacity.
- b) The Checking Plus Account is available only in U.A.E Dirhams.

2.2 Closure of Account(s)

If cheque(s) issued on the Customer's Current Account/Advantage Account or Checking Plus Account(s) bounce (are returned unpaid on account of inadequate funds), Citibank may close the Customer's Account(s) pursuant to applicable laws and regulations of the U.A.E. In such event the Customer will return to Citibank the cheque books relating to all of the Customer's Account(s). The Customer understands that Citibank will report such Account(s) and related details to the U.A.E. Central Bank and other relevant authorities.

2.3 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 based on a 360 day year) 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 Account(s) after having done so previously.

2.4 Return of Cheques

In respect of the Checking Plus Account(s), it is agreed that Citibank shall return the cheque(s) which have not been honored and other posting media back to the Customer through ordinary or registered post as Citibank deems fit to the last given address as part of the statement of account and in consideration of this service Citibank shall not be held liable for any losses due to postal errors, thefts or for any other liability which may arise for this service to the Customer.

2.5 Interest; Charges

- a) Subject to any minimum balance requirements, the interest rate on the Advantage Account shall be calculated on a "tiered" 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 Advantage Account. Interest will be payable monthly and credited monthly.
- b) Subject to any minimum balance requirements, the amount of interest on the Checking Plus Account (s) will be computed monthly on the minimum monthly balance in the Account(s) and credited semi-annually. The interest rate shall be Citibank's prevailing rate for Checking Plus Account(s).

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

Fees and Charges.

3. SAVING ACCOUNT

3.1 Interest

Subject to any minimum balance requirements, the amount of interest on the Saving Account will be computed monthly on the minimum monthly balance in the Customer's Savings Account and credited semi-annually. 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 a Savings Account.

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 monthly and credited semi-annually, 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 Account.

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 Confirmation Advice

On the opening of a Time Deposit, Citibank will issue a confirmation advice stating the principal sum, the term and the rate of interest payable.

5.2 Minimum Balance Limit

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

5.3 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 to be in accordance with prevailing market returns in respect of such deposits.

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 product/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%); or
 - (iii) where the Equivalent Rate or the Preceding Period Rate is less than one percent (1%), the rate of interest shall be half of the Equivalent Rate or the Preceding Period Rate, as applicable.
- c) Citibank shall deduct a fee of up to AED 50 from the amount of interest earned where there is any early withdrawal of a Time Deposit.
- d) The Customer acknowledges that Citibank may 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 deposit will be paid on maturity.

6. FOREIGN CURRENCY ACCOUNT

Withdrawals from the Customer's Foreign Currency Account may be made only by bank 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 applicable U.A.E. laws and regulations. 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 U.A.E. 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 and 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 U.A.E.

B. ATM /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 U.A.E. A Debit Card will further enable the Customer to pay for purchases or make reservations of goods or services at VISA 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 without 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 purpose 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 AED 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, 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 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 (defined below) 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 without 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 to the Customer according to such further terms and conditions as 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 that shall constitute the maximum transaction 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 accountholders. Other than the 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 U.A.E., 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:

- 1) 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
- 2) 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.

2.13 If a transaction disputed by the Customer is subsequently proven to have been originated by him, 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.

2.14 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.

2.15 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.

2.16 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 its 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 and 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 UAE.

4.1 All withdrawals and other transactions made with an ATM/Debit Card outside the U.A.E. or otherwise in a foreign currency constitute a payment at Citibank's branches in the U.A.E. 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 U.A.E. shall not in any way (i) cause an account domiciled in the U.A.E. 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, parent 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 U.A.E., the country in which such withdrawal is requested and the institution that owns the terminal.
5. PERSONAL IDENTIFICATION NUMBER ("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:
- 1) the PIN may be sent by post to the Customer at his risk.
 - 2) 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
 - 3) 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.
- 5.2 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, without 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(ies) of the Customer tied to the ATM/Debit Card.

C. SALARY TRANSFER LOANS, PERSONAL LOANS AND AUTO 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 Auto Loans (each, a "Loan"). Unless expressly stated or required by the context all of the following terms and conditions apply to each of Salary Transfer Loans, Personal Loans and Auto Loans.

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

1. GENERAL

- 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, without 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 of term(s) of a Loan;
 - iii) the Borrower's employment is terminated, his monthly salary stopped or his 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 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 all 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 the 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 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 for Citibank Bank Accounts, Salary Transfer Loans, Personal Loans, Auto 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 repay all or part of the Loan early, the Borrower must notify Citibank of such. Citibank shall advise the Borrower of the outstanding Principal Amount, interest, Deferred Payment Charges, Monthly Installment(s), early repayment charges, penalties 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 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.
- 1.14 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.
- 1.15 Joint Borrowers shall be jointly and severally liable.
- 1.16 By signing an application for the Loan, the Borrower warrants and represents that the information given therein is true and accurate and the Borrower hereby authorizes Citibank to make such enquiries as it considers necessary to confirm this information.
- 1.17 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 thirty (30) days of dispatch of a notice or statement, then the transaction or balance shown therein will be considered correct.
- 1.18 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.
- 1.19 Unless otherwise stated or required, interest charged on personal loans is calculated on a reducing balance basis, in accordance UAE Central Bank guidelines.
- 1.20 Citibank may in its sole discretion approve further Loans to the Borrower in writing, by telephone or on Citibank online.
- 1.21 The Borrower acknowledges that if it chooses 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.

2. SALARY TRANSFER LOANS

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

- 2.1 The Borrower undertakes:
- i) to deposit any monthly salary 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 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.
- 2.2 To avoid a change of employment constituting a default pursuant to Clause C 2.2 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.
- 2.3 If the Borrower is in receipt of advance salary payments (i.e. salary payments for more than one month in advance) Citibank may, at its discretion, debit the Borrower's account for future installments (which will be due in respect for future months on the Loan) on receipt into the Borrower's account of such amounts.

3 AUTO LOANS

The following shall apply where the Loan is in the form of an Auto Loan:

- 3.1 The Borrower confirms that no representation of any kind has been made by Citibank regarding the Vehicle (as described on the Loan application form) and that the Vehicle has been inspected and found in good working order and condition by him/her.
- 3.2 Citibank may disburse the Auto Loan directly to the automobile dealer or other seller of the Vehicle and debit the Borrower's loan account for the amount of the Auto Loan so disbursed.
- 3.3 The Borrower may request to defer repayment of a portion of the Principal Amount ("Balloon Payment Option"). Citibank may allow the Borrower to defer repayment of such portion of the Principal Amount (the "Deferred Amount") in its sole discretion. To request the Balloon Payment Option, the Borrower should indicate his/her request by marking the section of the Loan application form marked "Balloon Payment Option". The Deferred Amount must be repaid by the Borrower to Citibank on the date specified by Citibank. Interest will be charged during the term of the Loan on the outstanding balance (including the Deferred Amount) of the Loan. The Principal Amount less the Deferred Amount plus Deferred Payment Charges must be repaid by the Borrower, in Monthly Installments over the term of the Loan save for the last Monthly Installment which shall be in the amount stated on the Loan application form.
- 3.4 The Borrower undertakes from the beginning of the Auto Loan:
- 1) to register a first chattel mortgage on the Vehicle in favour of Citibank;
 - 2) not to create, register, or allow any other lien, encumbrances or mortgage to be created on the Vehicle;
 - 3) to keep comprehensive insurance coverage on the Vehicle from an insurance company acceptable to Citibank so long as the Borrower owes money to Citibank under this Agreement;
 - 4) to advise Citibank of any accident resulting in the loss of Vehicle within seven (7) days of the accident;
 - 5) to keep the Vehicle in good repair and condition;
 - 6) to apply any money received in the event of an accident of the Vehicle to its repair or, in the event of its total loss, to pay any sum of money due under this Agreement;
 - 7) to keep the registration of the Vehicle in his/her name and not change the registration of the Vehicle;
 - 8) not to take the Vehicle out of United Arab Emirates without the prior written consent of Citibank;
 - 9) not to transfer any rights of ownership without the prior written approval of Citibank;

- 10) to use the Vehicle only for its normal intended use; and
11) to advise Citibank within seven days of any change in address.
- 3.5 For purposes of an Auto Loan, the Total Amount will include, if so provided in the completed application form, Payment Protection Premiums (as defined in the completed application form). In addition, for purposes of an Auto Loan, the term Principal Amount shall be the amount listed in the completed application form under the entry "Balance To Be Financed."
- 3.6 In addition to the Clause C 1.6 above the Borrower will be in default in respect of an Auto Loan if:
- a) any security provided by the Borrower for the Auto Loan ceases to be valid or Citibank has notice or reason to believe that any security may become invalid;
 - b) the Vehicle is damaged such that it is a total loss or otherwise becomes permanently inoperable;
 - c) any foreclosure procedure or other seizing of the Vehicle is threatened; and/or
 - d) the Borrower is in default in respect of any other Loan from Citibank.
- 3.7 In the event of a default under an Auto Loan, in addition to its other rights and remedies under these Terms and Conditions and otherwise, Citibank shall have the right to foreclose on the Vehicle, to sell it at the available market price, and to set-off the sales price against sums due from the Borrower, or apply the proceeds of any such sale in the repayment of any Loan or amount due to from the Borrower to Citibank as Citibank may see fit; in order to give effect to this right, the Borrower hereby appoints Citibank as the Borrower's attorney-in-fact with express authority to seize, transfer and sell the Vehicle at the cost and expense of the Borrower and demand any balance amount due under the Auto Loan and these Terms and Conditions after application of the sale proceeds of the Vehicle. Citibank will have the right to purchase the Vehicle for its own account.
- 3.8 Upon payment of all sums of money due under this Agreement, and provided the Borrower is not in default under any other agreement with Citibank, Citibank shall upon the Borrower's request issue its letter of no-objection to the de-registration of the first chattel mortgage on the Vehicle.
- 3.9 It is the Borrower's sole obligation to register and maintain the Vehicle and to pay all taxes, fees, fines, registration fees, maintenance costs and other expenses related thereto.
- 3.10 The Borrower will submit to Citibank the insurance policy or policies duly naming Citibank as the first beneficiary. If the Vehicle is not properly maintained, duly insured or the insurance premium is not paid on maturity, then Citibank, in addition to its rights contained in these Terms and Conditions and otherwise, shall have the right but not the obligation to maintain and/or insure the Vehicle. The Borrower agrees to reimburse on demand any expenses or charges incurred by Citibank in this respect and not to do any thing or take any action that may revoke the said vehicle insurance.

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 Citibank or other participating bank or financial institution nominated from time to time by Citibank, 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 Citibank.
- c) "Basic Card" means the Card belonging to a Basic Cardmember.
- d) "Bill Payment Center" or "BPC" means any machine or third party agent designated by Citibank for the purpose of accepting cash or cheque payments.
- e) "Card" means the Citibank VISA and/or Citibank MasterCard and/or Emirates-Citibank and/or EPPCO-Citibank credit card issued by Citibank to the Cardmember and includes Basic, Supplementary and Replacement Cards.
- f) "Card Account" means the Citibank VISA and/or Citibank MasterCard and/or Emirates-Citibank and/or EPPCO-Citibank 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 person for whose use the Citibank VISA and/or Citibank MasterCard and/or Emirates-Citibank and/or EPPCO-Citibank credit card is issued by Citibank and includes the Basic Cardmember and any Supplementary Cardmember.
- h) "Card Transaction" means any Cash Advance made by a bank or the amount charged by Citibank 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 transportation 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 sales or Cash Advance or other voucher or form was signed by the Cardmember.
- i) "Cash Advance" means any amount lent to the Cardmember by Citibank 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) "CitiDollars" means the reward points granted to the Cardholder for using his Card pursuant to Section D(2)(f).
- m) "CitiPhone Banking" means the services offered by Citibank to its Customers, which can be availed by calling 04-3114000 or any other number(s) designated and informed by Citibank.
- n) "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.
- o) "Credit Limit" means the maximum debit balance permitted by Citibank for the Card Account for the Basic Card and the Supplementary Card, if any, and as notified to the Basic Cardmember from time to time.
- p) "Current Balance" means the total debit balance outstanding on the Card Account payable to Citibank according to Citibank's records on the date the Statement of Account is issued.
- q) "e-mail Statement" means Statement of Account sent by Citibank, pursuant to Clause D(2)(b), to the Basic Cardmember's email address provided by the Basic Cardmember to Citibank.

- r) "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 360 day year.
- s) "Late Payment Fee" 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.
- t) "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.
- u) "Minimum Payment Due" means the amount set forth on the Schedule of Fees and Charges and payable by the Cardmember under Clause D(1). 4.5.
- v) "Month" means a calendar month according to the Gregorian calendar.
- w) "Overlimit Fee" means the amount set forth on the Schedule of Fees and Charges and payable by the Cardmember pursuant to Clause D(1). 4.5
- x) "Purchase" means a Card Transaction other than a Cash Advance.
- y) "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 Due is to be made to Citibank.
- z) "PIN" means the Personal Identification Number issued to or selected by the Cardmember.
- aa) "Replacement Card" means a new Card issued to the Cardmember to replace an existing card.
- ab) "Skywards" means the Emirates frequent flyer program managed and operated by Emirates, by which the Cardmember will be offered miles for using his Card, which can be exchanged for specific benefits and rewards, all in accordance with the terms and conditions determined by Emirates from time to time.
- ac) "Statement of Account" means Citibank'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, if any, and payable to Citibank. Citibank may in its sole discretion send Statements of Account or any other communication hereunder to the Basic Cardmember's facsimile number provided by the Basic Cardmember to Citibank.
- ad) "Supplementary Card" means a Card issued to the Basic Cardmember and/or a Supplementary Cardmember at the request of the Basic Cardmember.
- ae) "Supplementary Cardmember" means the person who is issued a Supplementary Card (other than the Basic Cardmember).

2. COLLECTION OF THE CARD

- 2.1 The Card may be collected by the Cardmember from Citibank or at the risk of the Cardmember sent by post, or delivery to the address notified by the Cardmember to Citibank.
- 2.2 The Cardmember shall receive from Citibank, at Citibank's discretion, either: (a) a non-activated Card OR (b) a pre-activated Card.
 - a) In the event that the Cardmember is provided a non-activated Card, the following shall apply. Upon receipt of the Card, the Cardmember shall call Citibank at the number specified in order to activate the Card. The Cardmember shall identify himself and advise of his account number and any other confidential information that Citibank may require. The Cardmember's telephone call to Citibank is proof of delivery and shall constitute binding and conclusive evidence of the Cardmember's receipt of the Card and acceptance of 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 Citibank or taking any other action with Citibank. 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 Cardmembers does not wish to be bound by these Terms and Conditions, the Cardmember shall cut the Card in half and return both halves to Citibank (either by delivery or pre-paid post) and Clause D(1). 8 hereof shall then be applicable.

2.4 The Card is and will be, at all times, the property of Citibank and shall be surrendered to Citibank immediately upon request by Citibank or its duly authorized agent. Citibank reserves the right to withdraw the Card at its absolute discretion and/or terminate the Card with or without (as it in its absolute discretion deems 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 Citibank 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 Citibank;
- c) Cash Advances, as set out under Clause D(1). 5 hereof; and/or
- d) Other facilities, subject to prearrangement with Citibank, if applicable.

3.2 Where an ATM facility has been incorporated in the Card the Cardmember shall be responsible for all transactions whether processed with the Cardmember's knowledge or by his express or implied authority. The Cardmember hereby authorizes Citibank to debit the Card Account with the amount of any withdrawal in accordance with Citibank's record of the transaction. Subject to manifest error the Cardmember accepts Citibank's record of the transaction as conclusive and binding for all purposes.

3.3 Citibank may issue a PIN to the Cardmember for use at any ATM that will accept the Card. The Cardmember agrees that:

- a) the PIN may be sent by post to the Cardmember at his/her risk;
- b) 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
- c) the Cardmember shall be fully liable to Citibank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardmember.

3.4 Any ATM/BPC deposits effected through the use of the Card on any ATM/BPC installed by Citibank, whether by cheques or by cash, shall be subjected to verification by two (2) Bank employees whom Citibank may in its absolute discretion appoint and authorise. The amount so verified by the said two (2) employees of Citibank shall be deemed to be the correct amount of the deposits so affected. The proceeds of cheques deposited in the BPC shall be available for use only after the cheque has cleared or collection has been completed.

3.5 Notwithstanding that the Cardmember's Credit Limit has not been exhausted, Citibank shall be entitled to, at any time and without prior notice and without giving any reason and without liability towards the Cardmember, withdraw and restrict the Cardmember's right to use the Card or to refuse to authorise any Card Transaction.

- 3.6 If the Card is used outside the U.A.E., the currency of the transactions will be converted to Dirhams at the exchange rate prevailing on the date the amount is charged to the Card Account rather than the date the Card was used. All 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.
- 3.7 Citibank shall not in anyway whatsoever be responsible towards the Cardmember for Skywards nor the activities and benefits offered by Skywards. Citibank shall also not be responsible for any claims or damages made by the Cardmember in respect of the activities and benefits offered by Skywards, which are at all times subject to the terms and conditions determined by Emirates from time to time.
4. PAYMENT
- 4.1 The Cardmember agrees to pay to Citibank upon the request of Citibank the annual fee listed in the Schedule of Fees and Charges for the Card and each Supplementary Card when issued or renewed. A handling charge, listed in the Schedule of Fees and Charges, is payable by the Cardmember to Citibank immediately upon the request of Citibank for the issue of a Replacement Card. Additional charges, as listed in the Schedule of Fees and Charges or as otherwise prescribed by Citibank, are payable by the Cardmember to Citibank immediately upon the request of Citibank for the provision of copies of sales/cash advance drafts, invoices, vouchers or transaction slips and any further services Citibank may provide from time to time.
- 4.2 The Cardmember undertakes to stay within the prescribed Credit Limit assigned/established by Citibank for the Cardmember unless prior approval to exceed the Credit Limit is obtained by the Cardmember from Citibank. Citibank is unilaterally and solely authorized to determine, increase or reduce the Credit Limit and/or waive the Credit Limit fully or partially. The Cardmember further undertakes to effect no purchase or transactions which may cause the aggregate outstanding balance of the Cardmember's obligations to Citibank 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 Citibank, upon demand by Citibank, the full sum by which the Credit Limit is exceeded. In the event of a failure by the Cardmember to pay to Citibank 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 Citibank all exchange, commission and other charges or losses charged or incurred by Citibank in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by Citibank as at the date that it is recorded in the account. Any payment made to Citibank by the Cardmember in the billing currency of the Card Account will be credited to the Card Account only on the date of Citibank's posting of the funds to the Card Account in Dubai 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 Citibank in Dubai and assigned to the Card Account. For all foreign currency transactions made with the Card, a processing fee will be levied.
- 4.4 Citibank 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) Citibank'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 and the cardmember shall incur no finance charge (save in relation to cash advances) if payment of the current balance is received 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 at least the minimum payment due.
- 4.6 Subject to the clause D(1).8.8 hereof, if the previous minimum payment due specified in the previous statement is not paid in full, Citibank may in its absolute discretion and without prejudice to any of its rights hereunder allow the cardmember to pay the current minimum payment due and previously unpaid minimum payment due.
- 4.7 If the cardmember pays to Citibank by the payment due date less than the current balance or if no payment is made 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(s) until any payments are credited to the card account. If you make a partial payment, the total interest charge in your subsequent statement will be reduced by an amount calculated in accordance with Citibank's credit card interest rate per month from the date you made the part payment to the date of your subsequent statement. Notwithstanding the foregoing, finance charges and fees for cash withdrawals will apply in case of full payment of the current balance on or before the payment due date.
- 4.8 If the Cardmember pays to Citibank any amount which is in excess of the Current Balance of the Card, Citibank 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 traveling or outside the UAE on the Payment Due Date or on any other date when a payment of whatsoever description or nature is due to Citibank, whether under these Terms and Conditions or under the Card Account, or for any other reason or cause that Citibank may deem fit in its absolute discretion, Citibank 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 Citibank of whatsoever description and wheresoever located and whether in AED 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 Citibank, and the Cardmember hereby authorizes Citibank to convert and transfer such sums in his/her account at Citibank's prevailing exchange rates determined by Citibank 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 Due by the Payment Due Date, the Late Payment Fee shall be debited to the Card Account, and Citibank reserves the right, in its discretion, to increase the Finance Charge to include delay interest.
- 4.11 All Card Transactions and all other Charges shall be debited to the Card Account in the billing currency and shall be listed in the Statement of Account. Citibank 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 Due.

- 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 charged on Cash Advances, which has been billed;
 - b) Cash Advance Fees, which have been billed;
 - c) interest charged on Purchases, which has been billed;
 - d) Charges which have been billed;
 - e) Late Payment Fees and Overlimit Fees;
 - f) Card insurance charges and fees (if any);
 - g) Card membership fees;
 - h) Cash Advances which have been drawn and billed;
 - i) Purchases which have been made and billed;
 - j) Cash Advances which have been drawn and not yet billed; and
 - k) Purchases which have been made and not yet 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 Credit Card related products and services listed in Clause D(2), hereinafter.

- 4.13 Within the categories set forth in Clause D(1).4.12, all payments and credits may, unless otherwise decided by Citibank, be applied by Citibank 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 been originated by him, Citibank 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 Citibank in the investigation thereof.
- 4.15 Citibank's acceptance of late payments or partial payments or cheques or money orders marked as constituting payment in full or otherwise of the Card Account or any indulgence granted by Citibank 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 Citibank nor modify these Terms and Conditions in any respect nor prevent Citibank 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 Citibank at any time under the Card Account or if the Cardmember shall be liable to Citibank 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 Citibank 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 Citibank 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 Citibank'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 be paid to Citibank. Charges shall also be payable on such sum of money so adjudged to be payable to Citibank from the date of such judgment until the date of full payment thereof.
- 4.18 Citibank 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 cheque and/or pledges cash collateral in favour of Citibank for any amount which Citibank may require. Citibank may also, at any time, demand that the Cardmember deposit an undated cheque and/or pledge cash in favour of Citibank in an amount which Citibank may require even where such cheque and/or pledge of cash was not demanded when the Card was issued to the Cardmember. The Cardmember hereby authorizes Citibank to insert the date of the said cheque and to present it for payment on the inserted date against any amount due to Citibank.

- 4.19 A Cardmember may choose to effect payment by depositing cash or cheques in any of the BPC/ATM designated by Citibank. Citibank shall not be liable for any loss or delay caused by the use of the BPC/ATM. Cash deposited at a BPC/ATM shall only be credited to the Card Account after verification by Citibank (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 Citibank as to its correctness.
- 4.20 The Cardmember agrees that subject to manifest error the records of Citibank 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 Citibank, and any of these Cards is cancelled for any reason whatsoever, then Citibank may in its absolute discretion without notice, combine or consolidate the account of the cancelled Card, whether in AED 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 Citibank to offset any such combination or consolidation with the necessary conversion at Citibank's prevailing exchange rates, which shall be determined by Citibank 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 Citibank 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 Citibank, from time to time at its absolute discretion, by the following means:
- a) presenting the Card at any office of Citibank or any member institution of MasterCard/Visa International that offers such facility together with evidence of his identity and signing the necessary transaction record; or
- b) use of the Card at any ATM of Citibank or at any other bank or institution with whom Citibank 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 Citibank shall be subject to the daily withdrawal limit of the ATM and shall be subject to verification by Citibank. The amount so verified by Citibank shall be deemed to be the correct amount of the withdrawal so effected.
- 5.4 Interest at the prevailing rate applied by Citibank 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 Citibank may in its absolute discretion issue a Supplementary Card to a person nominated by the Cardmember and approved by Citibank. The issue of Supplementary Card(s) shall be subject to such terms and conditions, which Citibank 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 the terms "Cardmember" and "Cardmember" 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 jointly and severally for costs, for 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). Citibank may in its absolute discretion commence an action or proceedings against the Basic Cardmember or the Supplementary Cardmember or both.
- 6.3 The undertakings, liabilities and obligations of the Basic Cardmember and Supplementary Cardmember to Citibank and Citibank's rights 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 Citibank for all Charges and other liabilities incurred by the Basic Cardmember and the Supplementary Cardmember notwithstanding any legal disability or incapacity of the Supplementary Cardmember, and the Basic Cardmember shall indemnify Citibank against any loss, damage, liability, costs and expenses, whether legal or otherwise, incurred or suffered by Citibank by reason of any breach of these Terms and Conditions by the Supplementary Cardmember.
- 6.4 The Credit 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 credit limit on the Supplementary Card. However, this in no way absolves the Basic Cardmember from being fully liable to Citibank 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 Citibank, 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 Citibank may issue a PIN to the Cardmember for use at any ATM which will accept the Card.
- 7.2 The Cardmember agrees that the PIN may be sent by post to him at his own risk.
- 7.3 The Cardmember shall be fully liable to Citibank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardmember.

- 7.4 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.
- 7.5 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 Citibank and the Police of the country where such loss or theft or disclosure occurred.
- 7.6 For the avoidance of doubt, the card member is liable for all charges and transactions on or through the card prior to notification to Citibank for lost/stolen status of the card. The Cardmember shall be and shall remain fully liable for the payment to Citibank 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 authorised by the Cardmember or not.
- 7.7 Citibank 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 Citibank may deem fit.
- 7.8 In the event that the lost or stolen card is recovered by the Cardmember, he shall return the same cut in half immediately to Citibank (by delivery or pre-paid post) without using it. The Cardmember shall not use the PIN after reporting the disclosure thereof to Citibank.
8. TERMINATION/CONVERSION
- 8.1 The Cardmember may at any time notify Citibank in writing of his intention to convert his Card to a Citibank Visa Card or Citibank MasterCard or Emirates-Citibank credit card or EPPCO-Citibank credit card. The request of the Cardmember shall be subject to approval by Citibank, payment of the Conversion Fee and to such terms and conditions as Citibank may require.
- 8.2 If Citibank approves the request of the Cardmember to convert his Card, all Charges and other liabilities under the Card Account shall be transferred to the new Card Account. It is also understood that, if Citibank 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 CitiDollars, which are points earned by the Visa Card and MasterCard Cardmembers, or any other program or benefit.
- 8.3 The Cardmember may at any time notify Citibank of his intention to close the Card Account and terminate the use of all Cards by giving notice in writing and returning all the Cards, cut in half, to Citibank. The Card Account shall be closed only after the receipt of the 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 and by returning the Supplementary Card, cut in half to Citibank. In such event, all Cardmembers, including the Supplementary Cardmember whose use of the Card has been terminated, shall be and shall continue to be jointly and severally liable to Citibank for all Charges and other liabilities in accordance with these Terms and Conditions, save that 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) after Citibank's receipt of the cancelled Supplementary Card.
- 8.5 Citibank may at any time for any reason recall or suspend use of all or any of the Card(s) with or without giving prior notice to the Cardmember. Citibank reserves the right to cancel the Card(s) or refuse to renew or suspend use of the Card(s), without prior notice to the Cardmember. The Cardmember shall immediately after such cancellation or non-renewal return the Card(s) cut in half to Citibank and make full repayment of all Charges and other liabilities to Citibank.
- 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 Citibank due to any cause not attributed to Citibank.

- 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 Citibank.
- 8.8 The whole of the Current Balance on the Cardmember's 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 Citibank on the termination of the Card Account by either Citibank or the Cardmember or on the death, incapacity, bankruptcy or insolvency of the Cardmember or at Citibank's written request or at Citibank's discretion without any notice, if the Cardmember is in breach of these Terms and Conditions. The Cardmember and/or his estate, administrator, executor and/or guardian will be responsible to settle outstanding balances on the Card Account and shall keep Citibank indemnified for all costs (including legal fees) and expenses incurred in recovering such outstanding balances.
- 8.9 Citibank 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 Citibank. It is hereby expressly agreed by the Cardmember and Citibank 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 shall become immediately due and payable.
- 8.11 In the event that any security is held by Citibank as collateral for the issuance of the Card, Citibank reserves the right to retain such security for a period of at least seventy five days following the cancellation or termination of the Card and the return of the Card to Citibank.

9. EXEMPTIONS AND EXCLUSIONS

- 9.1 Citibank shall not be liable for any loss or damage howsoever incurred or suffered by the Cardmember by reason of Citibank or a Merchant or other bank or financial institution 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 Citibank 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 Citibank 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 Citibank 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 Citibank 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 any thing or cause, whether beyond the control of Citibank 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 Account or other communications are sent through the internet/e-mail, the Customer accepts all responsibility and Citibank 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.
- 9.7 Citibank may apply caps and/or reduced Skywards Miles/CitiDollars to certain spending, i.e. Utility Bill Payment.

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) e-card 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 e-card.

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) "e-card" means the e-card Card issued by Citibank to the Cardmember.
- b) "e-card Transaction" means a Card Transaction incurred by the use of the e-card or the e-card number.

2. ELIGIBILITY

- 2.1 The e-card shall be available only to Basic Cardmembers provided that they meet Citibank's criteria for issuing an e-card.
- 2.2 The validity of the e-card/or is dependent upon the validity of the Card. Upon closure of the Card Account and/or termination of the use of the Card, for whatever reason, the e-card issued hereunder shall also be terminated. Termination of the use of the e-card, for whatever reason, shall terminate the use of the e-card only and shall not terminate the Card or result in a closure of the Card Account.

3. COLLECTION OF THE e-card

- 3.1 The e-card may be collected by the Cardmember or at the risk of the Cardmember sent by post to the address notified by the Cardmember to Citibank.
- 3.2 Upon receipt of the e-card, the Cardmember shall call Citibank at the phone number specified in order to activate the e-card. The Cardmember shall identify himself and advise of his account number and any other confidential information that Citibank may require. The Cardmember consents to the recording of the Customer's telephone calls with Citibank and accepts that such recordings may be used by Citibank as evidence in a court of law or any arbitral or legal proceeding. The Cardmember's signature on the e-card is proof of delivery and shall constitute receipt of the e-card.
- 3.3 Upon receipt of the e-card, the Cardmember shall sign the Card immediately and such signature and/or any use of the e-card shall constitute binding and conclusive evidence of the confirmation of the Cardmember to be bound by these Terms and Conditions notwithstanding that Citibank is not notified of the Cardmember's receipt of the e-card. In the event that the Cardmember does not wish to be bound by these Terms and Conditions, the Cardmember shall cut the e-card in half and return both halves to Citibank before activating the e-card as specified in Clause D(2)(a).3.2 hereof.

4. USE OF THE e-card

- 4.1 The e-card is issued for payment of any purchase of goods and/or services on the internet that may be charged to the Card Account.

4.2 The e-card cannot and shall not be used for the payment for any purchase of goods and/or services other than as described in Clause D(2)(a).4.1 hereof, including without limitation, at outlets, stores and shops using points of sales or requiring the physical presence of the Cardmember or the e-card at the outlet, store or shop. The e-card cannot and shall not be used for any ATM transaction effected through the Cardmember's other accounts.

5. PAYMENT

5.1 The Cardmember agrees to pay to Citibank upon the request of Citibank when issued or renewed the annual fee prescribed by Citibank for the e-card. Citibank may, from time to time, change the amount of fees or charges payable by the Cardmember in connection with the e-card and the period of time within which such fees or charges are payable by the Cardmember. Such changes shall apply from the effective date specified by Citibank or if no effective date is specified, immediately.

5.2 Citibank shall be entitled to treat any sales draft, transaction record, other charge record bearing the name of the Cardmember, the e-card number and/or the expiry date of the e-card as evidence of a debt properly incurred by the Cardmember to be debited to the Card Account.

5.3 The Credit Limit assigned to the Cardmember's Card is inclusive of the Credit Limit of the Cardmember's e-card and the total of the Charges incurred under or through the Card and e-card shall not exceed the said Credit Limit.

5.4 All e-card Transactions shall be debited to the Card Account and included in the Card Statement of Account.

6. MISCELLANEOUS

6.1 Citibank may at any time recall or cancel the e-card with or without giving prior notice to the Cardmember. The Cardmember shall immediately after notice of such recall or cancellation return to Citibank such e-card(s) cut in half and make full repayment of all Charges and liabilities to Citibank.

6.2 The Cardmember shall take all reasonable precautions to prevent the loss or theft of the e-card and the disclosure of the e-card number and expiry date, and the Cardmember shall bear all responsibilities and liabilities resulting from the loss or the theft of the e-card or the disclosure of the e-card number or expiry date.

D(2)(b) e-mail Statement

1) Citibank may, in its sole discretion, send e-mail Statement to its existing Basic Cardmembers provided such Basic Cardmembers have provided their e-mail address to Citibank. If the existing Basic Cardmembers choose not to receive e-mail Statement, such Basic Cardmembers should inform Citibank through CitiPhone Banking and Citibank shall cease to send e-mail Statement to such Basic Cardmembers.

2) Citibank shall provide to the new Basic Cardmembers, at the time of making an application for a Citibank Card, an option to receive e-mail Statement. If the new Basic Cardmember opts for this service, such Basic Cardmember shall be deemed to have accepted and agreed to be bound by these Terms and Conditions, as amended by Citibank from time to time.

3) Citibank shall be deemed to have delivered the e-mail Statement to the Basic Cardmember upon receipt by the Basic Cardmember of the e-mail from Citibank containing such e-mail Statement.

4) The Basic Cardmember agrees to notify Citibank within twenty-four (24) hours of the receipt of the e-mail Statement if the Basic Cardmember is unable to get access to the e-mail Statement. Upon expiry of such period, the Basic Cardmember shall be deemed to have received and accessed the e-mail Statement.

5.1) The Basic Cardmember agrees to notify Citibank with regard to any

discrepancy, omission, inaccuracy or wrong entry in the e-mail Statement within fourteen (14) days from either:

(i) the delivery of the e-mail Statement by Citibank to the Basic Cardmember pursuant to Clause D(2)(b).3; or

(ii) if the Basic Cardmember is unable to get access to the e-mail Statement and notifies Citibank pursuant to Clause D(2)(b).4, upon the Basic Cardmember receiving and getting access to the e-mail Statement.

- 5.2 Subject to Clause D(2)(b).5.1, the Basic Cardmember shall be deemed to have received and accepted as true and correct all the entries in the e-mail Statement upon expiry of the time period prescribed in Clause D(2)(b).5.1.
- 6 The Basic Cardmember 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 e-mail Statement.
- 7 The Basic Cardmember releases and discharges Citibank, its employees, officers, representatives from and waives any right that accrues to the Basic Cardmember at law against Citibank, its employees, officers, representatives with regard to damages suffered by the Basic Cardmember, directly or indirectly, as a result of generating, delivering or managing the Basic Cardmember's e-mail Statement under this Clause D(2)(b).
- 8 The Basic Cardmember releases and discharges Citibank, its employees, officers representatives from and waives any right that accrues to the Basic Cardmember at law against Citibank, its employees, officers, representatives with regard to damages suffered by the Basic Cardmember, directly or indirectly, as a result of errors, delays in transmission of the e-mail Statement or unauthorized alteration, usage, or manipulation of the data contained in the e-mail Statement or otherwise caused as a result of delivery of e-mail Statement under this Clause D(2)(b).
- 9 In addition to the above, the Basic Cardmember acknowledges the risk that data received/delivered through the internet/e-mail including any confidential information may be accessed/seen by third parties. The Basic Cardmember releases and discharges Citibank, its employees, officers, representatives from and waives any right that accrues to the Basic Cardmember at law against Citibank, its employees, officers, representatives with regard to damages suffered by the Basic Cardmember, directly or indirectly, due to such unauthorized access by or disclosure of confidential information to third parties.
- 10 The Basic Cardmember 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 D(2)(b).7, D(2)(b).8 and/or D(2)(b).9.
- 11 The Basic Cardmember 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 stored on the Basic Cardmember's personal computer shall be stored at the Basic Cardmember's risk and liability and Citibank shall not be responsible for any unauthorized access by or disclosure of such information to third parties.
- 12 The Basic Cardmember agrees that Citibank may in its sole discretion restrict or terminate the Basic Cardmember's use of this service.

D(2)(c) LOAN ON CREDIT CARD 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 and includes Loan On Phone (LOP) and *InstaLoan* products and the loans entered into via internet.
- b. "Manager's Cheque" means the cheque or any means of payment 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)(c).2.1 above.
- 2.3 Citibank shall grant the LOC requested by the Cardmember at its sole discretion and reserves the right to refuse to grant an 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 an LOC or reduce the amount of LOC.

3. AMOUNT OF THE LOC

- 3.1 The amount of any LOC shall be determined by Citibank at its sole discretion and for LOP it shall not in any case 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 limit described in Clause D(2)(c).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 limit described in Clause D(2)(c).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 booked.
- 4.3 The amount of each LOC monthly installment shall be computed by dividing the Total LOC Amount (as defined in Clause D(2)(c).4.4 below) by the number of months in the term selected by the Cardmember according to Clause D(2)(c).4.2 above.
- 4.4 The Total LOC Amount shall be computed by adding the principal amount of the LOC and the interest during the term of the LOC.
- 4.5 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.
- 4.6 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.

- 4.7 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 or return the full amount of the LOC 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.
- 4.8 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 D hereof and the Schedule of Fees and Charges will be applicable.
- 4.9 The Cardmember may repay the Total LOC Amount to Citibank in one lump sum. A termination fee at Citibank's prevailing rate shall be charged to the Cardmember in this case.
- 4.10 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 via any electronic form including internet, fax, Short Message Service (SMS), etc given by the Cardmember to the 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 U.A.E. 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 the 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.
- 6.4 Citibank reserves the right to terminate the LOC service without prior notice.

D(2)(d) 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.

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 Cardmember 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 D 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 TO 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 of the EIP terms and conditions are completely 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 and 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 and without any prior notice or liability to the Cardmember in any manner whatsoever to terminate the EIP or cancel or vary its benefits or features, or vary, or add or delete any of the EIP terms and conditions. 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 floor 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 judgment, 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 Installments 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 terminate the EIP without prior notice.

D(2)(e) 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:

- 1) Abu Dhabi Distribution Co. (ADDC);
- 2) Dubai Electricity and Water Authority (DEWA);
- 3) Sharjah Electricity and Water Authority (SEWA);
- 4) Etisalat; and/or
- 5) any other U.A.E. Federal or Emirate governmental authority designated by Citibank from time to time.

b) "Authority Bill" means a bill issued by:

ADDC, DEWA or SEWA for the consumption of electricity, water, sewage or other utilities, products or services provided by such Authority, Etisalat 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:

- 1) by telephone communication;
- 2) 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 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 the BPS Service, shall not be a default on the part of Citibank or the Authority.

The Cardmember acknowledges that (according to current policy):

a) ADDC's electricity and water lines are disconnected after three (3) months of nonpayment, and ADDC charges a reconnection fee (as decided by ADDC, and as applicable from time to time).

b) DEWA's electricity and water lines are disconnected after three (3) months of nonpayment, and DEWA charges a reconnection fee (as decided by DEWA, and as applicable from time to time).

c) SEWA's electricity and water lines are disconnected after two (2) months of nonpayment, and SEWA charges a reconnection fee (as decided by SEWA, and as applicable from time to time).

d) There is a mass termination of lines by Etisalat at the beginning of each month, and Etisalat charges a reconnection fee (as decided by the Etisalat, and as applicable from time to time) if payments are not received within seven (7) days of such disconnection.

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 or 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 TPIN and that the BPS Service cannot be used by a Cardmember calling from outside the U.A.E.

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 out 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)(f) CITIDOLLARS TERMS AND CONDITIONS

The following terms and conditions are applicable to the CitiDollars.

- 1) Citibank N.A. customers holding a Citibank VISA and/or MasterCard credit cards ("Cardholders") are eligible to take part in the CITIBANK REWARDS PROGRAM, which rewards the Cardholders for using their Citibank Visa and MasterCard credit cards ("Citibank Rewards"). Benefiting from Citibank Rewards shall be at all times subject to the terms and conditions outlined hereinafter.
- 2) In order for a Cardholder to benefit from Citibank Rewards 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 CitiDollars.
- 3) Citibank reserves the right, to be exercised at any time and without any prior notice to the Cardholder, to change the ratio between (a) a CitiDollar to be awarded; and (b) the specified amount charged to the Cardholder's Citibank VISA or MasterCard credit card.
- 4) All transactions charged to a Cardholder's Citibank VISA or MasterCard credit cards are eligible for CitiDollars except for the following: a) Annual fee of the Cardholder's Citibank VISA or MasterCard credit cards and Fast Track redemption; b) Cash Advances; c) Finance charges; d) late payment charges; e) traveler's cheques, balance transfer and other unauthorized charges, etc; f) foreign currency purchases g) Contributions, premiums or other payments in relation to the InvestPlus, i) Credit Shield / Credit Shield Plus products / programs/ any other insurance programs or products that Citibank may choose to offer; j) utility bill payments made through Citibank online exceeding AED 2000 a month; or k) Transactions that Citibank decides are disputed, erroneous, unauthorized, illegal and/or fraudulent.
- 5) Citibank may, at its sole discretion and without 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 and conclusive.
- 6) CitiDollars awarded to the Cardholder will be shown in the Cardholder's monthly statement, and will be redeemable in such manner as set out in the Citibank Rewards Catalog for Goods and Services, which will be dispatched to the Cardholder upon his/her request.
- 7) The Cardholder may only redeem those CitiDollars registered and credited to the Citibank Visa and/or MasterCard credit 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 CitiDollars registered and credited to the Cardholder's Citibank Visa and/or MasterCard credit card account.

- 8) In addition to any other conditions outlined in these terms and conditions, CitiDollars 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 credit card account is operating (i.e. not cancelled or terminated by the Cardholder or Citibank) and current (i.e. there are no past due balances on the Cardholder's Citibank VISA or MasterCard).
- 9) The Cardholder's CitiDollars accumulated under will be cancelled if the Cardholder's Citibank VISA or MasterCard credit 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; e) any other event, which, in the sole discretion of Citibank should result in the cancellation of the CitiDollars.
- 10) Without prejudice to the foregoing, Citibank reserves its right, to be exercised at any time without prior notice to the Cardholder, to apply time limitations on the validity of the CitiDollars earned by the Cardholder and credited to the Cardholder's Citibank Visa and/or MasterCard credit card account. Any unprocessed redemption order for CitiDollars that have been cancelled, shall not be processed by Citibank despite the fact that such redemption order was received before the Cardholder's relevant CitiDollars cancellation.
- 11) Any order placed for the redemption of CitiDollars for any of Citibank Rewards in the Citibank Rewards Catalogue is subject to Citibank's approval, the availability of the Citibank Reward at the time of placing the redemption order by the Cardholder, as well as, any restrictions applied by the supplier's of the redeemed Citibank Reward. Citibank may without 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.citibank.ae.
- 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.
- 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 Citibank Reward(s) and/or possessing and/or using the redeemed Citibank Reward(s) 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 Citibank Rewards, or of any negligence, breach of statutory or other duty on the part of Citibank and/or the supplier.
- 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.
- 15) Should a Citibank Reward arrive damaged or faulty, then the Customer may notify CitiPhone Banking 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 its best 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.
- 16) Citibank Rewards items, which are stocked by Citibank, will be delivered within seven (7) 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.

- 17) Redemption orders once submitted to Citibank cannot be canceled, revoked or changed by the Customer.
- 18) Citibank reserves the right to disqualify any Cardholder from further participation in the Citibank Rewards Program, if in Citibank's sole judgment, that Cardholder has in any way violated these terms and conditions and/or the terms & conditions of his/her 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 CitiDollars earned by the Cardholder.
- 19) Citibank is entitled, at any time and without any prior notice or liability to the Cardholder 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 and/or the manner of their redemption even though any of such acts may diminish the value of the CitiDollars already accumulated.
- 20) Cash coupons, offered under Citibank 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.
- 21) Details of specific rewards are set out in the Citibank Rewards Catalog which is subject to change from time to time as may be determined by Citibank without prior notice to the Cardholder. All Citibank Rewards selections 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.
- 22) 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.

E. 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 of 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 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 and/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 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 own 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 the 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 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 or failure of Citibank Online;
 - c) For any change, alteration, additions or deletions to these Terms and Conditions, the Citibank Online Services, the systems of operation of the 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 and timeliness of information set out or included on Citibank Online Services is not guaranteed by Citibank. Any information set out or included on Citibank Online Service is subject to amendment, variation and change from time to time.
9. Citibank shall not be held liable for any harm caused by the transmission through Citibank Online, 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.

F. INVESTMENT SERVICES

These terms and conditions govern the purchase, sale and switching of mutual funds through the Citibank Online Services.

In consideration of Citibank making available internet trading of mutual funds through the Citibank Online Services, the Customer hereby acknowledges, accepts and understands the following:

1. The Customer understands that investments in mutual funds involve certain risks and are not similar to bank deposits and that investments in mutual funds are not guaranteed by Citibank or its affiliates. Past performance of a mutual fund is no indication of future results, and values can fluctuate upwards or downwards. The Customer understands that the Customer's investment may be worth less on sale or redemption.
2. Before the Customer invests in any mutual fund, the Customer will request a copy of the mutual fund's prospectus. The prospectus contains information on a mutual fund's objectives and strategies, risks and expenses. Before investing the Customer will read such prospectus carefully to make sure that the mutual fund is appropriate for the Customer's goals and risk level.
3. The Customer's decision to invest in a mutual fund is solely the Customer's. The Customer agrees to assume full responsibility with respect to all transactions of and relating to the mutual fund. The Customer also agrees that Citibank shall not be held liable for any investment decision the Customer makes in reliance on investment information that Customer obtains via Citibank Online Services or elsewhere.
4. Certain mutual funds invest in international securities. The risk of investing in these mutual funds may include political and currency risks, foreign taxes and differences in financial accounting standards. The Customer will pay attention to these risks if the Customer is considering investing in an international or global fund.
5. Mutual funds will be held in the Customer's account(s) for the Customer's risk, and Citibank and its affiliates will not be liable for any loss, damage or diminution in the Customer's investment.
6. As a mutual fund shareholder, the Customer may receive taxable dividends and capital gains. Taxes on such items can affect the returns the Customer realizes from the Customer's mutual fund investment. The Customer understands and acknowledges that Citibank does not offer tax advice except to suggest that the Customer consider the impact of taxes and that the Customer may want to consult with the Customer's tax advisor before making any mutual fund investment.
7. The Customer understands that in general an upfront fee is payable for the purchase of A class shares of mutual funds but there is no redemption charge on the sale of such shares. The Customer understands that by purchasing B class shares the Customer will be required to pay a back-end sales charge if shares are sold within a certain period of time. In addition, B class shares are generally subject to higher ongoing fees and expenses, which may make class B shares more expensive than A class shares and lower the total potential return of the Customer's investment. The Customer acknowledges and understands the costs and risks associated with such purchase(s). The mutual fund's fees and charges will be explained in the prospectus.
8. For some mutual funds, the manager may have waived all or a portion of the fees during a given period. This fee waiver would have the effect of increasing the fund's returns and should be weighed in evaluating the fund's performance. The Customer understands and acknowledges that the Customer can determine if a manager has waived any fees by reading the prospectus.
9. For mutual funds with sales charges or loads, the performance data may or may not reflect these. Citibank charges transaction fees on some mutual fund purchases and redemptions, which are not reflected in the performance data. If these fees were factored into the performance data, then the mutual fund's results could be lower.
10. The Customer understands and acknowledges that not all mutual funds are registered for sale in all countries. The Customer may ask a representative of Citibank about the availability of specific funds. In addition, not all securities, products and services described on

Citibank's website may be available to the Customer. The information contained on Citibank's website is not an offer to sell or a solicitation of an offer to buy the securities, products or services described on Citibank's website, and no offers or sales will be made in jurisdictions in which the offer and sale of these securities, products and services is not registered or otherwise exempt from regulation.

11. Citibank will have the right to disclose the Customer's investments if required by applicable law, regulation or court or administrative order.
12. 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.
13. 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 accepts that Citibank may impose limitations, restrictions and charges, which are different and/or in addition to those established by the mutual fund company.
14. Citibank may register the Customer's investments in the mutual funds in the name of a nominee and hold the investments with a custodian at the Customer's risk.
15. For purposes of this subsection titled Investment Services of this Section E, 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.
16. Mutual Funds purchased through the Citibank Online Services may neither be bought nor held directly by, nor may they be transferred to an investor who is a "United States Person," described as any of the following: (i) a United States citizen or resident or US Greencard holder; (ii) a corporation, partnership or other entity organized or existing under the laws of any state, territory or possession of the United States; (iii) an estate or trust of which any executor, administrator or trustee is a United States Person; (iv) an agency or branch of a foreign entity located in the United States; (v) a discretionary or non-discretionary account held by a fiduciary for the benefit or account of a United States Person or (vi) 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 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.

G. 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:

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.

2. NO GUARANTEES, INSURANCE OR ADVICE; RISK DISCLOSURE

2.1 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 this decision, (iii) in implementing the Customer's instructions in respect of any Investment, Citibank is not in any way endorsing the Customer's decision and is under no duty to comment to the Customer as to the advisability of any such Investment, (iv) participating in Investments is risky and carries inherent risks of loss, (v) past performance is not an indication of its future performance, (vi) Citibank will not be liable for any imperfection, mechanical failure or other failure within the relevant cable, telex, telephone or postal systems; and (vii) 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 reasons.

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

2.3 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.

3. REPRESENTATION AND WARRANTIES

3.1 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 Greencard 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 any executor, administrator or trustee is 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 and 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, or 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.

3.2 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 a) to close the account/s, sell/liquidate the investment/s as per prevailing market value/e, 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, and/or b) 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 closure and liquidation and/or disclosure or the accuracy thereof.

3.3 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 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.

3.4 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.

4. 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. Citibank will execute customer's trades on a best effort basis, and the Citibank shall not be liable for any delays/losses caused therein for any reasons.

5. ADDITIONAL INVESTMENTS

The Customer may also instruct Citibank to make additional Investments for him/her from time to time in writing, or automatically or on 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.

6. SALE REDEMPTION/CONVERSION

6.1 The Customer may instruct Citibank from time to time to sell/redeem some or all of the Customer's Investments. The Customer may also instruct Citibank from time to time to convert the Customer's Investments into other Investments.

6.2 In the case of a redemption, the Customer will direct Citibank either to credit the 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 customer's trades on a best effort basis, and Citibank shall not be liable for any delays/losses caused therein for any reasons.

6.3 If the Customer has instructed Citibank to make an Investment for which Citibank's instruction on the application requires the maintenance of a minimum balance, the Customer agrees at all times 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 point 12.

7. CHARGES

7.1 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 cost 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.

7.2 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.

7.3 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.

7.4 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.

8. 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.

9. 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 furnish the requested information to any persons claiming to be the Customer, provided Citibank has followed its normal customer verification procedures.

10. FACSIMILE AND VERBAL INSTRUCTIONS

10.1 While Citibank shall not be obliged to accept any verbal or facsimile instructions, Citibank shall be authorized to act on any verbal

including telephonic 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.

- 10.2 The Customer hereby indemnifies Citibank against any improper/fraudulent facsimile instructions and/or verbal telephonic 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, errors/defects in the facsimile copy of the instructions or verbal or telephonic instructions on which Citibank may have acted upon in good faith.
- 10.3 The facsimile instructions shall contain the Customer's signature and/or the signature of the Customer's authorized person/agent on all facsimile communication.
- 10.4 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.
- 10.5 The Customer understands that Citibank reserves the right not to carry out any such instruction if Citibank has any doubt whatsoever regarding its authenticity or if 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 or refusing to take any action upon receiving telephonic instructions in respect of any account(s). The Customer understands that the telephonic instructions may be recorded by Citibank and may be used as evidence in a court of law and authorize Citibank to do so.

11. STATEMENTS

- 11.1 Each three (3) months 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 Customer's statement.
- 11.2 The Customer will notify Citibank in writing of any incorrect details within thirty (30) days of the dispatch. If Citibank does not hear from the Customer within this period of time, 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.

12. ACCOUNT CLOSING/REDEMPTION UPON TERMINATION

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 Prior to termination or close of the customer account/s, Citibank is

authorized to redeem/sell/liquidate all of the Customer's investments according to the notice to be sent by Citibank, or transfer all of the Customer's Investments to another servicing agent the Customer designates.

13. 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.

14. JOINT ACCOUNT

If the Customer's Account used for funding investments is a joint account, 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 for these amounts in respect of which each of the Customers shall be joint and severally liable.

15. INDEMNITY; LIMITATION OF LIABILITY

15.1 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 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.

15.2 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.

16. RIGHT OF SETOFF

16.1 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 without notice, combine or consolidate all or any accounts of the Customer with Citibank of whatsoever description and wherever located and whether in AED 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 Card member 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.

16.2 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.

17. GENERAL/INTERPRETATION

17.1 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, www.citibank.ae.

- 17.2 Any subject not covered or partially covered here shall be governed by respective provision/s of respective product/service (special terms and conditions). In case of conflict between terms and conditions herein and special terms and conditions, special terms and conditions shall supersede.
- 17.3 Customer agrees that, by conducting action/s or using services/products offered s/he further confirms that the Terms and Conditions is received, read, understood and agreed with. Customer acknowledge/s 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 (www.citibank.ae).
- 17.4 In the case of 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.

18. LEGAL STATUS

Customer understands that it is his/her responsibility to seek legal and/or tax advice regarding the legal and tax consequences of his/her investment transactions. If 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. Customer 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.

19. OBLIGATIONS OF CITIBANK

Obligations of Citibank under this agreement is the obligation of Citibank N.A., U.A.E. Branch and can only be claimed from the respective Branch in U.A.E., subject to laws and regulations (including governmental or official circulars or ordinances) of the U.A.E. and respective Emirate.

20. DISCLOSURE OF INFORMATION

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

21. GOVERNING LAW

These Terms and Conditions are governed by and shall be construed in accordance with the laws of the United Arab Emirates. The Customer irrevocably agrees that the civil courts in the U.A.E. 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.

H. 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:

1. GENERAL

- 1.1 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). The Customer understands that to receive the alert messages, the Customer will need to provide to Citibank set triggers either (i) over

Citibank's website through the Citibank Online Services; (ii) through CitiPhone Banking or (iii) through written instructions. The alert messages will be sent to the Customer via short messages service (SMS) through the Customer's mobile phone or via e-mail. The Customer may also receive the alert message as an e-mail on the Customer's PC or as a fax message on the Customer's fax machine or any other device, from time to time as and when the service is offered by Citibank.

- 1.2 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.
- 1.3 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 lack of receipt of a message alert should the Customer 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.

2. 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 customized messages relating to pre-determined and linked accounts of the Customer, in response to the Triggers sent by short messaging service ("SMS") over the Customer's mobile phone, e-mail, fax or other modes of communication.

"Bank" means the branch in the U.A.E. of Citibank with which the Citi-Alert Account is maintained.

"Citi-Alert Account" means any account 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 generalised alert messages (example: birthday greetings, launch of service notices) set by Citibank from time to time.

3. AVAILABILITY

- 3.1 This service is made available to the Customer at the Customer's request. At the sole discretion of Citibank, this service may be discontinued at any time, without notice.
- 3.2 The Alerts will be sent to the Customer only if the Customer is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs.

3.3 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.

4. PROCESS

4.1 To receive Alerts, the Customer may select and set all or any of the Triggers available on Citibank's U.A.E. website www.citibank.ae. The Customer may also set any Triggers with Citibank through CitiPhone Banking or by conventional written instructions to Citibank.

4.2 The Customer is responsible for informing himself with the process for using Citibank Alerting Services and Citibank is not responsible for any error by the Customer in setting the Triggers.

4.3 To set Triggers through Citibank's U.A.E. 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 TPIN and the terms and conditions relating to CitiPhone Banking will apply. The terms and conditions relating to the Citibank Online Services and CitiPhone Banking must be 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.

4.4 The Customer acknowledges that Citibank Alerting Services will be implemented in stages and Citibank may at a 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 updated as to the available Triggers or Alerts, which will be notified by Citibank over its U.A.E. website. The Customer may, from time to time, change or add to the Triggers he has selected without the necessity of a new registration.

5. 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.

6. SETTING TRIGGERS AND RECEIVING ALERTS

6.1 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 endeavour to give effect to instructions and Triggers on a best effort basis and as soon as practically possible for Citibank.

6.2 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 case.

6.3 The Customer is responsible for notifying Citibank of any change in his 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.

6.4 The Customer acknowledges that to receive Alerts, his mobile phone must be in an "on" mode. If the Customer's mobile phone is kept "off" 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.

6.5 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.

- 6.6 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.
- 6.7 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.
- 6.8 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 be 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.

7. WITHDRAWAL OR TERMINATION

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

8. FEES

This service is currently made available by Citibank on a complimentary basis for a limited period. Thereafter, unless the Customer unsubscribes, the Customer will be charged Citibank's prevailing fee for this service and such charge shall be debited to the Citi-Alert Account. The Customer may at any time discontinue or unsubscribe from this service. The Customer shall be charged for a full month even if the Customer discontinues this service anytime during a month. The Customer shall be liable for payment of such airtime or other charges that may be levied by the CSP in connection with receipt of the Alerts as per the terms and conditions of the CSP, and Citibank is in no way concerned with the same or the terms and conditions between any other third party and the Customer.

9. DISCLAIMER

- 9.1 The Customer is solely responsible for protecting his/her TPIN or APIN and his/her mobile phone number.
- 9.2 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 transmission; or (e) any unauthorized access by any other person to any information/instructions/Triggers/Alerts or any breach of confidentiality.
- 9.3 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.

10. DISCLOSURE

The Customer accepts that all 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 authorised 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.

11. 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.

I. 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 relating to Citibank accounts set out in Section A in these 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 has been 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).

- 1) The Customer undertakes to repay the Facility along with all accrued interest, costs, charges and other expenses relating to the Facility.
- 2) Interest on 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.
- 3) 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.
- 4) 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.
- 5) Upon a default or by giving thirty (30) days prior notice Citibank is hereby authorised to liquidate the Deposit and appropriate monies therefrom towards repayment of the Facility and any and all other outstandings against the same.
- 6) 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.

- 7) 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.
- 8) All interest earned on the Deposit shall be credited to the Pledge Account and stand pledged to Citibank.
- 9) 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.
- 10) The Customer shall not grant any interest in the Deposit to any person other than Citibank.
- 11) The Customer shall inform Citibank, forthwith, of any change in their address or other contact details or status, as and when such change takes place.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) In addition to and without prejudice to any other right or lien enjoyed by Citibank, Citibank will further be entitled at any point of time, and without notice to the Customer, to combine or consolidate all or any of the Customer's accounts (including any fixed deposits) held with Citibank and all the credits and liabilities therein and set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any liabilities to Citibank on any account whatsoever, whether such liabilities are actual or contingent, primary or collateral and whether joint or several.
- 19) Citibank is authorised 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 accrued thereon towards all amounts including interests / commission / fee outstanding from the Customer, at any point of time.

- 20) 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.
- 21) The Customer has the right to change the bank account number of deposit and to split the deposit.
- 22) These terms shall be governed by and be subject to the laws of the United Arab Emirates.
- 23) Notwithstanding anything to the contrary contained herein, in the event that the applicable rules/regulations 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.

J. 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 J (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

- 1.1.1 The Customer irrevocably authorizes and permits Citibank as it deems fit to disclose and furnish, both inside and outside the U.A.E. information, including financial information, concerning the Customer, the Customer's accounts with Citibank, the Products and the Customer's affairs (the "Information") 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.
- 1.1.2 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 by any third party against the Customer or Citibank in respect of the Customer's account(s) or transactions with Citibank.
- 1.1.3 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.
- 1.1.4 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.
- 1.2 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/MasterCard International or its successors and the disclosure of the Card numbers of the new, renewed or Replacement Cards to Merchants and other interested persons.

2. INDEMNITY; LIMITATION OF LIABILITY

- 2.1 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 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.

- 2.2 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.
- 2.3 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, such as restrictions on convertibility or transferability, requisitions, 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 ACCELERATION

Citibank has the right to accelerate, without cause, the payment of all or part of any amount payment obligation from or liability of the Customer pursuant to and under the terms of any of Citibank's products or services, by giving 30 days written notice to the Customer requiring such payment.

4 RIGHT OF SETOFF

- 4.1 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 without notice, combine or consolidate all or any accounts of the Customer with Citibank of whatsoever description and wheresoever located and whether in AED 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.
- 4.2 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 for 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.
- 4.3 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.

- 4.4 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.
5. NOTICES; INSTRUCTIONS; COMMUNICATIONS
- 5.1 Compliance with laws of country of residence/nationality/work permit: Customers are responsible to know the laws and regulation in the country which they reside, have citizenship, work permit, or any connection causing applicability of laws/regulation on them ("Applicable Jurisdiction"), with regards to their account and/or banking activity with Citibank in jurisdiction/s they have account/s or transact through ("Banking Jurisdiction"), and Citibank shall not be liable for any loss or claim imposed by the Applicable Jurisdiction on Customers as a result of their non-compliance with any laws, regulations, or legal process of the Applicable Jurisdiction. Customers are responsible for observing and complying with laws, regulations and rules of the Applicable Jurisdiction, including but not limited to any tax, foreign exchange, or capital control, applicable to their accounts and/or transactions within the Banking Jurisdictions, as well as reporting and filing requirements of the Applicable Jurisdiction. Customers understand that Citibank does not provide legal and/or tax advise and is not responsible for advising Customers on the laws pertaining to Customer/s account/s and/or transaction/s.
- 5.2 The Customer must promptly notify Citibank in writing of any changes in employment or business or address (office or residential) or nationality or residence status or if the Customer intends to be absent from the United Arab Emirates for more than thirty (30) days.
- 5.3 If the Customer will be absent from the United Arab Emirates for more than a month, the Card Account and the Monthly Installments or any other amounts due during the absence shall be settled seven (7) days prior to his/her departure.
- 5.4 If the Customer leaves the United Arab Emirates 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.
- 5.5 Subject to Clause J.5.11, 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.
- 5.6 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.
- 5.7 Citibank may, at its sole discretion, accept instructions from the Customer by telephone (either through human interface, including CitiPhone Banking, 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 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 hereunder as confidential, and he 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.

- 5.8 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.
- 5.9 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.
- 5.10 If required by Citibank, the Customer must confirm in writing any communications relating to any transaction and to provide originals of all applications 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.
- 5.11 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.
- 5.12 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.

6. GENERAL

- 6.1 If the Customer avails of any Citibank product offered or made available to the Customer, the Customer, in so doing, confirms that they have agreed to be bound by these Terms and Conditions as amended by Citibank from time to time. For this purpose availing of a product includes activation of a credit card, draw-down or acceptance of a loan, making a payment or receiving funds or otherwise utilizing Citibank's products or services.
- 6.2 The Customer undertakes to sign such further documents and undertake such actions as may be requested by Citibank from time to time.

- 6.3 All charges and fees pursuant to or in connection with a Product and with these Terms and Conditions are non-refundable.
- 6.4 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 information, which the Customer has provided to Citibank within ten (10) days of such change.
- 6.5 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.
- 6.6 Citibank shall be entitled at any time without the consent of the Customer to assign the whole or any part of its rights or obligations under or with regard to a Product and these Terms and Conditions with or without notice to the Customer.
- 6.7 These Terms and Conditions shall be binding upon and enure 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.
- 6.8 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.
- 6.9 From time to time and at its sole discretion, Citibank may offer additional benefits and services relating to the Products including without limitation travel insurance, purchase protection and Citalert. All such benefits and services 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. Citibank may, in its sole discretion, impose, modify and/or discontinue charges and/or terms and conditions for these benefits and services.
- 6.10 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.
- 6.11 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.
- 6.12 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 United Arab Emirates and/or to the outsourcing by Citibank of certain of the services Citibank is to provide hereunder.
- 6.13 With regard to payments hereunder, for cheques drawn on Citibank, there is same day clearing. Cheques drawn in other banks in the same city as Citibank are generally cleared on the following working day. Out of station cheques can generally be cleared in two (2) working days except if the cheque needs to be sent out of station on a collection basis, in which event it can take seven (7) working days or more to obtain value. 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 on 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.
- 6.14 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.
- 6.15 The Customer acknowledges that the Customer has read these Terms and Conditions and confirms acceptance of all of the terms and conditions hereunder.
- 6.16 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 fee 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.
- 6.17 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.)
- 6.18 Citibank may make any currency conversion at its spot rate of exchange for the relevant currencies at the time of conversion.
- 6.19 The Customer waives any right it may have to immunity from legal proceedings or execution.
- 6.20 Under UAE law a stop payment order must be issued by a UAE court of law, the UAE Central Bank, or a local police court.
- 6.21 In the case of death of a Customer, assets of that Customer held by Citibank (such as a bank account or investments) will be frozen and will only be released on the decision of a court of law in the UAE.
- 6.22 In the case of 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.
- 6.23 If any payment under these Terms and Conditions 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.
- 6.24 The Customer hereby gives Citibank authority to date any undated cheque given by the Customer to Citibank as security for any loan or other product or indebtedness.
- 6.25 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 repayment of the loan or debt, which such cheques are held as security for.
7. VARIATION OF TERMS; CHANGE IN FEES
- 7.1 Citibank may from time to time by giving prior written notice to the Customer change these Terms and Conditions. Such changes shall apply on the effective date specified by Citibank and shall apply to loans, unpaid interest, fees, Charges and Card Transactions.
- 7.2 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. Such changes shall apply from the effective date specified by Citibank (or if no date is specified, immediately). 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. Any rate, fee or charge not listed in the Schedule of Fees and Charges will be in accordance with Citibank's prevailing rate, fee or charge for such item, which Citibank may also change from time to time. The Customer may at any time request by letter Citibank's current rate, fee or charge for any particular item. 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.

7.3 Retention or use of the Card or any other Product after the effective date of any change of these Terms and Conditions pursuant to Clause J.7.1 or change in the rate or amount of fees or charges pursuant to Clause J.7.2 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.7.1 or J.7.2, 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.

8. WAIVER

8.1 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.

9. 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.

10. BANK'S BOOKS AND RECORDS

10.1 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.

10.2 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.

10.3 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.

11. INTERPRETATION

11.1 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.

- 11.2 Words importing any gender shall include all genders.
- 11.3 Words importing person shall include a sole proprietor, partnership, firm, company, corporation or other entity.
- 11.4 The headings to the clauses herein shall not be taken into consideration on the interpretation or instruction of these Terms and Conditions.
- 11.5 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, and I 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 "AED" or "Dirhams" shall be understood to be references to the lawful currency of the United Arab Emirates.

12. INTERNATIONAL SERVICE

- 12.1 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 be his acceptance of such an offer and that he shall be bound by the said terms and conditions.
- 12.2 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.

13. GOVERNING LAW

- 13.1 These Terms and Conditions are governed by and shall be construed in accordance with the laws of the United Arab Emirates. The Customer irrevocably agrees that the civil courts in the U.A.E. 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.
- 13.2 Any admissions or acknowledgment in writing by the Customer or any person authorised by the Customer of the amount of indebtedness of the Customer to Citibank and any judgment recovered by Citibank against the Customer in respect of such indebtedness shall be binding and conclusive in all courts of law in the U.A.E. and elsewhere.