

CITIBANK PAYALL TERMS AND CONDITIONS

The following provisions shall apply to the use of Citibank PayAll, in addition to the terms set forth in the Citibank General Terms and Conditions (“General Terms and Conditions”) to which this document shall form integral part of and should be read in conjunction with Citi Prestige, Citi Premier, Citi Rewards Credit Cards Program Terms and Conditions (“Citi Credit Card Program Terms and Conditions”), Citi ThankYou® Rewards and Citi Rewards Programs Terms and Conditions (“Citi ThankYou Program Terms and Conditions”) and Citi Cashback Program Terms and Conditions (“Citi Cashback Terms and Conditions”) as well as the terms included in the credit card application form.

The General Terms and Conditions, the Citi Credit Card Program Terms and Conditions, the Citi ThankYou® Program Terms and Conditions can be found on www.citibank.ae or by [clicking here](#) and the Citi Cashback Terms and Conditions can be found by [clicking here](#) .

Capitalized terms which have not been defined herein shall carry the same meaning as has been ascribed to them in the General Terms and Conditions, the Citi Credit Card Program Terms and Conditions and the Citi ThankYou® Program Terms and Conditions.

Save as stated hereunder, all remaining provisions of the General Terms and Conditions remain unchanged. In case of any discrepancies between the General Terms and Conditions and the provisions hereunder in relation to the use of Citibank PayAll, the terms and conditions provided in this document shall prevail.

Citibank is entitled, at any time and without any prior notice or liability to the Cardmember in any manner whatsoever, to terminate Citibank PayAll and/or Citi ThankYou® Rewards Program and/or Citi Cashback 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 PayAll and/or Citi ThankYou® Rewards Program and/or Citi Cashback Program, and/or modify or limit the value of Citibank PayAll and/or ThankYou® Points and/or Citi Cashback Program and/or the manner of their redemption even though any of such acts may diminish the value of the Cashback or ThankYou® Points already accumulated and the Cardmember shall be bound by such variations and amendments. The latest provisions in such connection will be available on the Citibank website. It is the Cardmember’s responsibility to ensure that he is apprised of the provisions and any changes thereof relating to the Card at all times. Citibank’s decision on all matters relating to the Citibank PayAll, Citi ThankYou® Rewards Program and Citi Cashback Program shall be final and binding on the Cardmember.

1. DEFINITIONS

When we use the following words in these terms, they have the meanings as respectively set out below:

Citibank PayAll or PayAll

means a service that enables Basic Cardmember(s) to make payments to various CitiAll Payees using a Basic Card and earn rewards and/or statement credit (as applicable depending on the card type) for those payments, and includes any content, information, features, technologies and/or functionalities offered by Citibank to facilitate the provision of such service, platform and/or application, and all upgrades, updates and enhancements thereto.

PayAllFee

means the fee applicable on every PayAll Payment made using Citibank PayAll as set out in the Schedule of Fees and Charges and communicated to you before your final confirmation of a PayAll Payment.

PayAll Payee

Refers to the accountholder of the PayAll Payee Account or the party who is the intended recipient of the PayAll Payment Amount.

PayAll Payee Account

Refers to the beneficiary bank and account specified by you as the receiving account of the PayAll Payment Amount.

PayAll Payment

Refers to a payment made through Citibank PayAll with your Basic Card , to the relevant PayAll Payee for an approved purpose as determined by Citibank from time to time in its sole discretion. .

PayAll Payment Amount

Refers to the AED value of a PayAll Payment.

PayAll Payment Due Date

Means the date advised by you by when PayAll Payment Amount has to be credited into the PayAll Payee Account

PayAll Payment Charge Date

means the date, prior to the PayAll Payment Due Date, on which Citibank, in its own discretion, will deduct the PayAll Payment Amount and the PayAll Fee from the available credit limit of your Basic Card.

2. REWARDS

2.1 The rewards currency and/or statement credit will depend on the type of your Basic Card. . The rewards and/or statement credit will be credited only after your card has been charged with the PayAll Payment Amount and the PayAll Fee.

2.2 Rewards and/or statement credit will only be earned on the PayAll Payment Amount and PayAll Fee is not eligible for any rewards and/or statement credit.

3. ELIGIBILITY & PARTICIPATION

3.1 Only Basic Cardmembers whose Card Account is in good standing, as determined by us in our sole discretion are eligible to use Citibank PayAll. We are not obliged to provide Citibank PayAll to all Basic Cardmembers of Citibank and reserve the right to cancel, suspend revoke and/or terminate the right of any existing Basic Cardmember's access to Citibank PayAll

4. **PAYMENTS**

- 4.1 PayAll Payments will be authorized by way of an OTP sent to your registered mobile number with Citibank.
- 4.2 You acknowledge and confirm that PayAll Fees are at the discretion of Citibank and will defer dependent upon, including but not limited to the PayAll Payment, the Basic Cardmember and Citibank's analysis of the Basic Cardmember's portfolio with Citibank and their respective credit rating.
- 4.3 When you make a PayAll Payment using Citibank PayAll, you are authorizing Citibank to debit the PayAll Payment Account and PayAll Fee from the available Credit Limit of your Basic Card and and to credit such PayAll Payment Amount to your Payee Account.
- 4.4 You understand and acknowledge that Citibank does not carry out any independent verification on the PayAll Payee Account and/or PayAll Payment Amount details. You take responsibility for ensuring the accuracy and completeness of all PayAll Payee Account and PayAll Amount details contained in your instructions. You further acknowledge and confirm that any inconsistencies and/or inaccurate details may result in the PayAll Payment being made to an incorrect beneficiary and/or receipt by the PayAll Payee of an incorrect PayAll Payment Amount and we will not be responsible for such errors or any resulting loss or damage incurred by you.
- 4.5 You will specify the PayAll Payment Due Date on which you require the PayAll Payment Amount to be transferred to your PayAll Payee Account and we will deduct the PayAll Payment Amount and the PayAll Fee for the specific transaction from the available credit limit of your Basic Card, on the PayAll Payment Charge Date. Only a PayAll Payment Due Date that is at least 7 calendar days from the date of your instruction can be selected for PayAll Payments.
- 4.6 To avoid incurring any late charge or other finance charges, you acknowledge that you shall initiate a PayAll Payment at least 7 calendar days ahead of the due date of your payment. Notwithstanding the foregoing, we shall not be liable for any late charges or other finance charges as we cannot guarantee the time at which the PayAll Payee Account will be credited by the relevant receiving bank in line with their processing times
- 4.7 When you schedule recurring PayAll Payments, you authorize us to charge your Basic Card automatically on a recurring basis at the frequency and for the period specified by you via Citibank PayAll , without further reference to you for each such PayAll Payment. Where you have scheduled a recurring PayAll Payment on a Basic Card and such Basic Card is subsequently lost or damaged and then replaced, you acknowledge that these recurring PayAll Payments will not continue to be charged to such new Basic Card. Notwithstanding the above, your recurring PayAll Payments will continue to your new Basic Card if your Basic Card is replaced by Citibank upon expiry.
- 4.8 We retain the right to reject any instruction for a PayAll Payment on your Basic Card at our discretion. Without prejudice to the generality of the foregoing, you agree to use Citibank PayAll only to make payments for purposes approved by Citibank and agree and acknowledgethat you are not allowed to use Citibank PayAll to make payments in respect of (i) any loan/debt repayments such as but not limited to mortgage repayments, credit card payments and loans, (ii) any cryptocurrency related transactions or (iii) such other transactions that we may determine at our discretion and advise you in writing.

- 4.9 We retain the right to impose limits and restrictions on the volume, value or aggregate value of PayAll Payments you can do on a transaction/daily/monthly basis. Such limits may be revised from time to time at our discretion.
- 4.10 You may request to cancel a PayAll Payment at least 7 days prior to the PayAll Payment Due Date.
- 4.11 We may in good faith regard any instructions received from you which are confirmed by OTP and/or such other identification number or security device as we may from time to time issue to you, or otherwise in accordance with our prescribed verification process, as authentic and duly authorised by you, whether or not actually authorised by you, and shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the instructions or to verify the accuracy and completeness thereof. Such instructions shall be deemed to be irrevocable and binding on you notwithstanding any conflict or inconsistency with any other prior instructions given by you to us or any error, lack of clarity or misunderstanding in any instructions received by us, provided that the instructions were provided in accordance with our prescribed verification or security process prevailing at the time.
- 4.12 Should the Basic Cardmember not have enough available Credit Limit to cover the full PayAll Amount and the PayAll Fee on the Payment Charge Date, the PayAll Payment including the recurring transactions will be cancelled.

5. EXCLUSION OF LIABILITY

- 5.1 You acknowledge that we are not responsible for any interruptions, errors, omissions, or delays in Citibank PayAll and/or the actual or timely transfer of the PayAll Payment Amount to the PayAll Payee Account save for our gross negligence or willful default.
- 5.2 In the event that we are rendered wholly or partly unable to provide Citibank PayAll by reason of causes beyond our control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, compliance or regulatory obligations or by any other causes which we cannot reasonably be expected to avoid, the performance of our obligations as they are affected by such causes shall be excused until the continuance of such cause(s). We shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned cause(s).
- 5.3 Without prejudice to the generality of the foregoing, we shall not be responsible for any losses, damages, expenses (including any late/finance charges or penalties incurred by you) and where applicable, you shall compensate us for any losses damages and expenses incurred by us, in connection with your use of Citibank PayAll, save for our gross negligence or willful default,, including but not limited to any of the following situations: -
- (i) any delay or failure in delivery or transmission of PayAll Payment Amounts;
 - (ii) any variation, cancellation or discontinuation of Citibank PayAll;
 - (iii) your Card Account is closed or your Card Account (or any credit balance therein, if any) has been put on hold;

- (iv) the PayAll Payment will cause your Card Account to go over your Credit Limit ;
- (v) you have not provided us with complete and correct payment information, including without limitation the PayAll Payee Account and/or PayAll Payment Amount;
- (vi) you have, in our opinion, not complied with the terms and conditions;
- (vii) the PayAll Payment is rejected by us or by the PayAll Payee Account bank for any reason whatsoever;
- (viii) our taking of and processing of any of your Payment instructions in accordance with our prescribed verification process and acting upon them including where such instructions were given in subversion of our prescribed verification process, such as by means of any Malware;
- (ix) our observance of our compliance or regulatory obligations;
- (x) your failure to comply with any applicable laws or regulations;
- (xi) your equipment (including computer, mobile, laptop or other handheld devices), software or any communications link is not working properly;
- (xii) Citibank PayAll is unavailable/down for maintenance or security reasons;
- (xiii) your use of Citibank PayAll being prohibited, restricted, delayed or otherwise affected by (A) the laws and regulations of the country from where Citibank PayAll is accessed and/or the terms and conditions prescribed by the relevant service provider, information service provider, network provider, content provider, server or such other equivalent system in such country of access; (B) any law or regulation of any jurisdiction, regional or international authority which governs any use or any component of the Citibank PayAll , the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (C) any act or omission by the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (D) our modifying, maintaining or upgrading of Citibank PayAll and/or the relevant webpages; and/or (E) our terminating or modifying Citibank PayAll ; or
- (xiv) the fraud, negligence, default, act or omission of any third party.

5.4 We may at our absolute discretion, from a risk management perspective, security perspective or if required by the relevant authority or under any applicable law, without notice to you and without giving any reason, suspend your right to Citibank PayAll and may terminate the Citibank PayAll . Save as provided above, we may terminate Citibank PayAll at any time at our discretion with reasonable notice.

5.5 Your use of Citibank PayAll is entirely at your own risk and without prejudice or limitation to any of these terms, we will not be responsible for any losses, damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) suffered by you or any third party arising from us acting or not acting on any such instruction for any reason whatsoever, except in the case of our gross negligence or wilful default. You agree that for the avoidance of doubt, we shall not be liable to you for any losses or damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) arising out of or in connection with the disclosure to any person of any information whatsoever

regarding you, the card account(s) arising in any way as a result of or from or in connection with your neglect or failure to keep your OTP or other security-related information (for example password, PIN) confidential or your use of Citibank PayAll , except in the case of our gross negligence or wilful default.

- 5.6 Any contract between you and a PayAll Payee in respect of any goods or services provided to you by the PayAll Payee, or in respect of any payment obligation between you and a PayAll Payee, is independent of these terms and is entirely between you and such PayAll Payee. Accordingly, we assume no responsibility and will have no liability of any kind whatsoever in respect of your dealings with PayAll Payees including with regards to the PayAll Payment Amount, the proper and timely delivery of goods or services by PayAll Payees. You remain solely and fully responsible for the timely and complete fulfillment of all your obligations towards your PayAll Payee (whether under contract or at law), including all payments to be made by you to a PayAll Payee. You agree to pursue all claims and disputes against a PayAll Payee directly with the applicable PayAll Payee.

6. FEES AND TAXES

- 6.1 Citibank PayAll is not free of charge. You will be charged a PayAll Fee for every PayAll Payment you make through Citibank PayAll which will be disclosed to you when you use PayAll. This PayAll Fee is payable in addition to the PayAll Payment Amount, and by using PayAll, you authorize us to charge the PayAll Fee to your Basic Card at the same time as, and in addition to, the corresponding PayAll Payment Amount. The PayAll Fee may be amended by us from time to time at our discretion provided that the PayAll Fee will be always be available in the Schedule of Fees and Charges and will be confirmed by you prior to you booking and confirming the PayAll Payment .
- 6.2 You shall be responsible for any tax or any other levies or charges whatsoever now or hereafter imposed by law or required to be paid in respect of any PayAll Payment and you shall compensate us for any payment of such taxes made by us (if any) on your behalf.

7. FUND HOLDS

At our sole discretion, we may place temporary holds on PayAll Payments or suspend, cancel, deny, stop or reverse any PayAll Payment without any liability to you or any third party (including for late fees, penalties, or interest imposed as a result of late PayAll payment), including for the following reasons: (a) in order to verify the identity or status of the PayAll Payee or to conduct such checks as we may deem necessary to observe our Compliance Obligations; (b) if you have brought a dispute or claim against us and that dispute or claim has not been resolved; (c) if you may have committed a breach of these terms; or (d) we have reason to believe that there is any unauthorized or fraudulent use of PayAll Service. We have the right to request more information from you or any third party regarding a PayAll Payment before a hold is released.

8. YOUR RESPONSIBILITY

- 8.1. When accessing and using PayAll Service, you must comply with any prescribed verification procedures, or other procedures, directions and instructions communicated by us to you. Further, you hereby represent and warrant that you shall not, in connection with your use of the and PayAll Service:
- (a) use PayAll Service other than exclusively for the types of PayAll Payments and PayAll Payees we allow;

- (b) send money to yourself or recipients who have not provided you with goods or services (unless expressly allowed by us);
- (c) provide yourself or any other party a cash advance from your card (or help other parties to do so);
- (d) Breach these terms;
- (e) engage in any fraudulent, illegal or unlawful activity whether intentionally or unintentionally, or breach any regulations, rules, notices, instructions or directives of any regulatory body or authority, governmental agency or national or other securities exchange;
- (f) Infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights;
- (g) Use PayAll Service in a manner that we reasonably believe to be in breach of the relevant card association or network rules; and/or

8.2 Where we determine that you have engaged in any Restricted Activities, or committed a breach of these terms or any applicable laws or regulations, or if we suspect that you have engaged in fraudulent or illegal activity in connection with PayAll Service, we shall be entitled to take such action as we may deem appropriate including the following: (a) terminating, suspending, or limiting your access to your PayAll Service (such as limiting your ability to submit PayAll Payments); (b) updating inaccurate information you provided us; and/or (c) refusing to provide PayAll Service to you in the future. You agree to cooperate fully with any investigation that we conduct in connection with the foregoing.

9. INDEMNITY

9.1 You will compensate us and hold us harmless against any loss, damage, liability, cost and expense (including legal costs) which we may reasonably incur or suffer as a result of or in connection with your card account and/or PayAll Service and/or these terms, including without prejudice to the generality of the foregoing:-

- (a) your breach of any of your obligations under these terms;
- (b) the actual or attempted enforcement or protection of any of our rights and remedies against you; and/or
- (c) any change in any law, regulation or official directive which has an effect on PayAll Service, the card, the card account and/or these terms, and the same may be charged to your card account and/or shall be paid by you on demand.

10. NO REPRESENTATIONS OR WARRANTIES

10.1 You expressly understand and agree that your use of PayAll Services is at your sole risk. PayAll SERVICE IS PROVIDED TO YOU "AS IS", "AS AVAILABLE" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH

ANY DESCRIPTION, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED). WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT IN THE CASE OF OUR GROSS NEGLIGENCE OR WILFUL DEFAULT. IN PARTICULAR, WE MAKE NO WARRANTY THAT (I) PayAll SERVICE WILL MEET YOUR REQUIREMENTS OR THAT (II) PayAll SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE OR ERROR- FREE.

11. INTELLECTUAL PROPERTY

- 11.1 You acknowledge that all proprietary rights relating to and in connection with PayAll Service (including without limitation the Citibank websites or webpages on which PayAll Service is hosted) and all updates thereof, including without limitation any title, trademark rights, patent rights and copyrights, shall at all times vest and remain with us.

12. GENERAL

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