

TERMS AND CONDITIONS GOVERNING THE ISSUANCE AND USE OF CITI CARDS

As used herein the word “Card” means all credit cards issued by Citibank, N.A. (Philippines) (the “Bank”). The word “Cardholder” means the person at whose request one or more Cards, including Supplementary card(s), have been issued by the Bank. These Terms and Conditions shall also be referred to as the “agreement” and shall include the Cardholder’s application, the Card, the Statement of Credit Card Fees and Charges, the terms and conditions governing the following: Cash Advance, Citi PayLite Installment Plan, Citi One Bill, Call for Cash Facility, Balance Transfer Facility, 24-Hour CitiPhone, Citibank Online, Citi Electronic Statement, Citi Alerts Service, Citi Mobile and any and all amendments thereto, including the sales slip and/or other forms of documents evidencing charges to the Card, and such other rules, regulations, terms and conditions as Citibank shall issue from time to time.

- Cardholder Liability.**The Cardholder shall be liable to the Bank for the amounts charged to the Card, including the interest and all non refundable fees and other charges, whether made in the Philippines or abroad. For ATM cash advance transactions, any use of the Card together with the Cash Advance PIN to obtain cash in any of the authorized ATMs constitutes the Cardholder’s agreement to the Cash Advance Terms and Conditions. All charges and transactions made in currencies other than Philippine Pesos shall, in accordance with the Bank’s procedures, be automatically converted to Philippine Pesos at an exchange rate determined by VISA/MasterCard which amount represents the Cardholder’s payment to the Bank for the purchase and payment on the Cardholder’s behalf of the foreign currency necessary to discharge the amounts due to foreign merchants. The exchange rate applied is determined on the date of posting to the card account and may be different from the rate in effect on the date the transaction is made. The converted amount shall be charged by up to 3.5%, representing the Bank’s mark-up and any assessment fee(s) charged by VISA/MasterCard. The Cardholder’s foreign currency transactions shall be subject to all applicable charges and fees on the Card, including finance charges and late charges. In addition to this agreement, the sales slips or other documents (including those in electronic form) signed by the Cardholder each time a purchase is made, or the transaction record evidencing the Cash Advance from an authorized ATM using the Card, or the recorded communications in case of transactions conducted by means of telephone in accordance with Sections 6 and 7, shall constitute and be considered by the Bank as the written application required by CB Circular No. 1389, as amended, to enable the Cardholder to purchase the foreign exchange necessary for all the Cardholder’s non-trade transactions using the Card.
- The Card.**The Card shall remain the property of the Bank. The Bank may, at its sole discretion, suspend, block, terminate or cancel the Card privileges at any time for any reason, with or without need of prior notice to the Cardholder. The Card shall be non-transferable and shall be properly signed and presented by the Cardholder to any merchant. The Card shall be used for personal purposes only. The Bank reserves the right to terminate or cancel Card privileges should it find the Card being used for purposes other than personal.
- Card Expiry and Reissuance.** Unless earlier terminated or cancelled, the Card shall be valid up to the last day of the month indicated thereon. Reissuance of the Card will be at the sole discretion of the Bank. If the Card is not reissued, the whole obligation becomes due and demandable immediately.
- Lost or Stolen Card.** If the Card is lost or stolen, the Cardholder must immediately report it by calling the 24-Hour CitiPhone at 995 9999 in Metro Manila or 234 9999 in Metro Cebu. In the Philippines from other provinces, the Cardholder can call 02 995 9999 or 1 800 10 995 9999 toll-free through PLDT. If the Card is lost abroad, the Cardholder can call +63 2 995 9999. The Lost Card Protection feature absolves the Cardholder from any financial liability, in case the Card is used for fraudulent purposes, but only from the time the loss is reported to the 24-Hour CitiPhone. The Bank may charge the Cardholder a specified fee for the replacement of a lost or stolen Card.
- Blocked Card.**The Bank shall have the right to automatically suspend or block the Card in the event that the Bank has reason to believe that the Cardholder’s Card account may be used fraudulently or may be in the possession of an unauthorized party, or may have been used in any fraudulent or suspicious transactions or by an unauthorized person. The Bank may, but shall not have the obligation to, inform the Cardholder prior to suspending or blocking the Card pursuant to this Section. The Cardholder acknowledges the authority of the Bank to suspend or block the Card and accordingly, the Cardholder shall hold the Bank free and harmless against any and all consequences of such suspension or blocking, or any loss or damage which the Cardholder may suffer as a result thereof.
- CitiPhone.**The use of the 24-Hour CitiPhone facility constitutes the Cardholder’s agreement to the 24-Hour CitiPhone Terms and Conditions. The Cardholder also agrees that by using the 24-Hour CitiPhone facility in relation to his Card account(s), the Bank or its service provider operating the 24-Hour CitiPhone facility (the “Service Provider”) may at its sole option and discretion, record all the Cardholder’s telephone instructions or communications. The Cardholder likewise agrees that such taped or recorded instructions may be used by the Bank or its Service Provider against the Cardholder or any third party, or replayed or communicated to any third party, for any purpose, particularly as evidence in any proceeding, judicial or administrative. The Bank or its Service Provider shall not be liable for any loss, damage, or expense which the Cardholder may suffer as a result of the Bank or its Service Provider acting on any telephone instructions identified by the Cardholder’s T-PIN or the Bank or its Service Provider having established the Cardholder’s identity through the verification process. The Cardholder agrees to indemnify the Bank or its Service Provider against any loss, damage, cost, expenses and fees (including legal fees on a full indemnity basis) the Bank or its Service Provider may suffer or incur arising from the Bank or its Service Provider so acting.
- Telephone Communications.**The Cardholder agrees that by calling or accepting calls from the Bank or its TeleSales Service Provider, the Bank or its TeleSales Service Provider may, at its sole option and discretion, record all the Cardholder’s telephone communications. The Cardholder likewise

agrees that such taped or recorded instructions may be used by the Bank or its TeleSales Service Provider against the Cardholder or any third party, or replayed or communicated to any third party, for any purpose, particularly as evidence in any proceeding, judicial or administrative. The Bank or its TeleSales Service Provider shall not be liable for any loss, damage or expense which the Cardholder may suffer as a result of the Bank or its TeleSales Service Provider acting on any telephone instructions identified by its TeleSales Service Provider having established the Cardholder’s identity through the verification process. The Cardholder agrees to indemnify the Bank or its TeleSales Service Provider against any loss, damage, cost, expenses and fees (including legal fees on a full indemnity basis) the Bank or its TeleSales Service Provider may suffer or incur arising from the Bank or its TeleSales Service Provider so acting.

- SMS Communications.**The Cardholder hereby agrees that the Bank may send or communicate through text messages or through the Cardholder’s SMS-enabled cellular phone for specific and timely prompts, reminders and notices from time to time concerning account information and other matters relating to the Card (“SMS”). The Cardholder hereby acknowledges and accepts that each SMS may be sent to the Cardholder without being encrypted and may include the Cardholder’s name and information pertaining to the Cardholder’s Card account. It is the Cardholder’s responsibility to ensure the security of his cellular phone and the Cardholder hereby holds the Bank free and harmless against any and all liability, administrative, civil or criminal, including but not limited, to those relating to any secrecy laws or regulations (if any), should any SMS be viewed or accessed by any persons other than the Cardholder. The Cardholder agrees that the Bank does not guarantee the timely delivery or accuracy of any SMS, which are purely for convenience, information and notification purposes only. The Cardholder shall be fully responsible to monitor the due performance and compliance of the Cardholder’s obligations.
 - Citi One Bill.** Citi One Bill refers to the Bank’s automated utility payment facility wherein the Cardholder settles his periodic utility bills/insurance premiums/donations for selected utilities/insurance companies/donor institutions by charging the designated amounts to the Card. Settlement under Citi One Bill may be effected through either of the following facilities: (a) Auto-Debit Payment Facility, or (b) Cardholder-Initiated Facility. The Cardholder shall enroll in Citi One Bill through CitiPhone, a written request sent to the Bank, any authorized telesales service providers, Citibank Online before the Cardholder may be allowed to settle his periodic utility bills/insurance premiums/donations through the Card. Enrollment for corporate utility bills/insurance premiums/donations is not allowed except upon the Bank’s sole discretion. The Bank has the absolute discretion, without giving any reason or notice, to reject any request for enrollment in Citi One Bill. Likewise, the Bank has the absolute discretion to determine under what facility the Cardholder’s utility bills/insurance premiums/donations shall be settled.
- The Cardholder’s utility payments/insurance premium payments/donations are facilitated in either of the following methods once he enrolls in Citi One Bill:
- Auto-Debit Payment Facility. The Cardholder authorizes the Bank to automatically charge (Auto-Debit) the total amount appearing in the Cardholder’s periodic utility bills and/or insurance premiums and/or donations to his Card account and pay the corresponding amount to the utility/insurance company/donor institution. During the effectivity of the Auto-Debit authorization, the Cardholder undertakes that only the Bank shall pay the Cardholder’s enrolled utility bills and/or insurance premiums and/or donations and the Cardholder shall not, directly or through an agent, make any payment thereof to the utility or insurance company or donor institution except in the event that the Bank rejects any auto-debit authorization and/or cancels any and all enrollments in Citi One Bill. The Cardholder shall then pay the utility bill/insurance premium/donation directly to the utility company/insurance company/donor institution; or
 - Cardholder-Initiated Facility. The Cardholder authorizes the Bank to charge only such amount of the periodic utility bills and/or insurance premiums and/or donation to his Card account as may be communicated to the Bank through the 24-Hour CitiPhone and the Bank shall pay the corresponding amount to the utility/insurance company/donor institution. The Cardholder shall call the Bank to authorize the amount that shall be charged to his Card account. Payment instructions made after the bank designated cut-off time or on a non-banking day shall be considered made on the following banking day. The Bank shall not be liable for any error made by the Cardholder in the payment instruction including, but not limited to, underpayment, overpayment, payment not due or unauthorized payment. The Cardholder shall not, under any circumstances, disclose his T-PIN.
- The Bank, may, without need of notice to the Cardholder, process late payments of the utility bills/premium payments/donations arising from late payment instructions, late delivery of utility statements of account/premium bills or computer error. The Bank likewise reserves the right to reject any Auto-Debit authorization/Cardholder-Initiated transaction and/or to cancel any and all of the enrollments in Citi One Bill if the card account is upgraded, lost, blocked, suspended, has been considered delinquent, or if the Cardholder is in default under any of his obligations on one or more Cards or any of his credit facilities. The Bank shall not be held responsible for any penalty, inconvenience, delay, damage, liability, loss or other consequences arising from such late payments or rejection, including, but not limited to, disconnection or interruption of utility services, termination of insurance policy or denial of insurance claims.
- Subject to the Bank’s discretion, the Cardholder may request to re-enroll in Citi One Bill before he may again be allowed to settle his utility bills/insurance premiums/donations through the Card.
- The Bank may impose such fees and charges on the Card for services rendered under Citi One Bill. The Bank reserves the right to cancel the Cardholder’s enrollment in Citi One Bill at its sole option without need of notice to the Cardholder. The Bank shall inform the Cardholder in case the collection agreement between the Bank and the utility/insurance company/donor institution is terminated. The Cardholder shall, prior to canceling his enrollment in Citi One Bill, give written notice of such cancellation to the Bank and the utility/insurance company/donor institution.
- Balance Transfer Facility.** Under the Bank’s Balance Transfer Facility, the Cardholder may transfer his outstanding credit card balances with banks and credit card companies (other than Citibank) to his existing Card account with the Bank. The Cardholder may request a transfer of his outstanding

Peso balances from other credit card accounts (except any credit card issued by Citibank) held by him in his own name to his existing Citi Card account.

To be entitled to avail of the Balance Transfer Facility: (a) the Cardholder must be a Principal Cardholder (not a Supplementary Cardholder) in the credit card account/s with the other bank or credit card company; and (b) the Cardholder’s Card account and other accounts with the Bank and other banks or card companies are in good standing.

The Bank reserves the right to approve or reject any application to avail of the Balance Transfer Facility without giving any reason therefore. In the event any application is approved, the approved Total Balance Transfer Amount will be subject to a fixed availment fee. The Bank will allocate from the available credit on the Cardholder’s Card account with the Bank and pay the other credit card account the amount approved for transfer to the Card account with the Bank. However, until such approval notice is received by the Cardholder, the Cardholder shall continue to pay the required amount due on his other credit card accounts. The Bank shall not be liable for any interest on any overdue payment or any other finance or other charges imposed in the other credit card accounts as a result of the Cardholder’s and/or the Bank’s failure or delay in making the payment before or after the posting date.

The Bank shall transfer only the requested amount from the Cardholder’s other credit card accounts, as long as it does not exceed the Cardholder’s available credit limit in his Card account with the Bank. The Bank shall have the option to transfer less than the requested amount to the Cardholder’s Card account with the Bank.

The Cardholder shall be liable for the amount transferred to his Card account and the corresponding finance charges which will form part of the total amount due to the Bank. The Cardholder agrees to pay such other fees relating, but not limited to, the processing of the request to avail of the Balance Transfer Facility and other payments that may be imposed by the Bank in connection therewith.

The Cardholder agrees to settle any chargeback transaction on the amount transferred from the other credit card accounts. The Cardholder warrants that the amount transferred from the other credit card accounts is free of encumbrances.

The Bank shall no longer entertain any request for cancellation of the application to avail of the Balance Transfer Facility upon payment by the Bank to the other credit card accounts of the amount transferred to the Cardholder’s Card account with the Bank.

Upon the transfer of the Cardholder’s balances on his other credit card accounts to his Card account with the Bank, the transferred amount shall be subject to this agreement, including the Terms and Conditions Governing the Balance Transfer Facility.

- Citi PayLite Installment Plan.** The Citi PayLite Installment Plan is a payment plan by virtue of which Card transactions, cash advances, or amounts or balances outstanding in the Cardholder’s Card account may be payable on installment basis. Under the Citi PayLite Installment Plan, the Cardholder may (a) purchase selected goods and services from accredited Citi PayLite merchants in the Philippines, (b) make cash advances (including availments under the Call for Cash Facility), (c) transfer any amounts or balances from the Cardholder’s credit card accounts (issued by the Bank or other banks and credit card companies) to the Cardholder’s Card account, or (d) convert any non-installment or straight amounts or balances from the Cardholder’s Card account (the “Citi PayLite Transactions”) and pay the purchase price of goods or services, cash advances or transferred amounts or balances or non-installment or straight amounts or balances, together with the applicable Citi PayLite interest and other fees, on installment basis. The Bank may at its option require a minimum purchase amount to qualify for Citi PayLite.

The Cardholder acknowledges that the Citi PayLite interest shall be subject to change and may vary from time to time. Accordingly, when a Cardholder avails of Citi PayLite to purchase goods or services from any Citi PayLite merchant, the Cardholder shall have the obligation to inquire and request written notice of the applicable Citi PayLite interest. The Cardholder’s availment of the Citi PayLite Installment Plan upon such notice and the Cardholder’s signature on the sales slip or other documents (including those in electronic form) evidencing charges to the Card under Citi PayLite or the Cardholder’s recorded confirmation shall be proof of the Cardholder’s conformity to the applicable Citi PayLite interest.

The beneficial title to the goods purchased through Citi PayLite, including any and all replacements, accessions and accessories thereto, shall remain with the Bank until the total Citi PayLite installment price is paid in full. The Cardholder shall, in the meantime, possess and hold the same in trust for the Bank, and the Cardholder shall exercise proper diligence in the use and maintenance of the goods. The Cardholder shall not alter, return, pledge, mortgage, sell, assign, pawn, lease or part with the possession of the goods without the previous written consent of the Bank and until and unless the Cardholder shall have paid the total Citi PayLite installment price and unless the Cardholder shall have paid the total Citi PayLite installment price including all other charges that may arise out of the purchase.

- Merchants.** If for any reason the Card is not honored or accepted by any local or foreign merchant, acquiring bank, financial institution or any other person, notwithstanding the availability of credit in favor of the Cardholder under the Card account, the Bank shall not be responsible for such dishonor or non-acceptance, unless the same is attributable to the gross negligence or willful default of the Bank. Furthermore, the Cardholder shall not hold the Bank responsible for any defective product or service purchased through the Card. Any complaint as to the quality of the goods or services purchased through the Card shall be referred to the merchant and shall not affect the Cardholder’s obligation to pay outstanding charges, or to continue paying the Citi PayLite installments, if any, to the Bank.
- Credit Limit.** The Cardholder will be given both a regular credit limit (inclusive of the Cash Advance Limit) and a Special Installment Limit, which will collectively be the Cardholder’s

maximum allowable outstanding balance at any time. The credit limits are expressed in Philippine Pesos. The Cardholder agrees that all Card transactions, except for unilled principal of the Call for Cash availments, form part of his regular credit limit. The Cardholder further agrees that the unilled principal of the Call for Cash availments will be charged against his Special Installment Limit. Only the regular credit limit shall be shared by all of his Supplementary Cardholder(s). In case the Bank issues two or more Cards to the Cardholder, the Cardholder understands and agrees to abide by the condition that he may, at the Bank’s sole discretion, be given separate regular and special installment credit limits for any one of the Cards that the Cardholder may avail of, subject to the total credit limit for all the unsecured facilities, expressed in Philippine Pesos.

The Bank may, at its sole option and at any time, reduce the Cardholder’s credit limits, whether regular credit limit or Special Installment Limit, whether during the effectivity of the Card or upon reissuance and the Cardholder will be notified of such reduction thereafter by way of the statement of account. Should the outstanding balance exceed the reduced credit limit, whether the regular credit limit or Special Installment Limit or both, said excess shall be considered immediately due and demandable without need of further notice or demand. The Bank may also reduce the Cardholder’s credit limits to accommodate the issuance of a new Citi Card.

- Limitations.** The Cardholder agrees not to use the Card for the purchase of items/goods the importation into the Philippines of which is subject to the provisions of BSP Circular No. 1389, as amended, and all other circulars, laws, rules and regulations pertaining to importation. Likewise, the Cardholder agrees and warrants that the proceeds of any cash advance availments abroad shall not be used for foreign investments or the payment of foreign loans or in violation of any existing foreign exchange rules and regulations.
 - Card Payment.** In the Statement of Account given to the Cardholder, the Cardholder shall be liable to pay the total amount due shown therein to be outstanding as of the date of the Statement of Account. On or before the Payment Due Date stated in the Statement of Account, the Cardholder shall have the option to pay: (i) the total amount due; (ii) the minimum amount due; or (iii) any amount between the total amount due and the minimum amount due. In any event, the Cardholder must pay at least the minimum amount due which the Bank must receive on or before the Payment Due Date stated in the Statement of Account. The minimum amount due is the Current Billed Balance (remaining balances from the Cardholder’s previous statement, new purchases and advances, availment fees for Citi PayLite transactions, annual fees, overlimit fees, handling fees, and Cash Advance fees) multiplied by the required payment percentage which the Bank determines and informs the Cardholder of, plus (i) any finance charges and late charges billed on the Cardholder’s current statement, (ii) the entire excess over the Cardholder’s credit limit, (iii) the Citi PayLite monthly installments due, and (iv) all past due amounts, if any. The unpaid balance of the minimum due will be considered delinquent if unpaid after the Payment Due Date. The Cardholder shall then be liable to pay late charges, penalty, interest and other charges, as applicable. The Bank reserves the right to demand the obligation in full in case of default.
- The Cardholder agrees that checks used for payment will be credited to the Cardholder’s account only upon collection in accordance with usual transit/clearing schedules for local and outstanding credits, net of charges from the drawee bank and the Bank’s own charges.
- In case the Cardholder is issued two or more Cards by the Bank, the Cardholder hereby authorizes the Bank, without any obligation on its part, to unilaterally apply, without prior notice, the Cardholder’s payments to any of the Cardholder’s accounts at the option and sole discretion of the Bank. The Cardholder further authorizes the Bank, without any obligation on its part, to likewise unilaterally apply, without prior notice, payments made by the Cardholder, or amounts due to the Cardholder resulting from overpayments, to any of the Cardholder’s outstanding obligations with the Bank.
- Citi Balance Transfer Payment.** The monthly Citi Balance Transfer Installment Due forms part of the Minimum Amount Due in the Statement of Account. The monthly Citi Balance Transfer Installment Due is computed as the total amount payable (the “Total Amount Payable”) divided by the term (the “Term”). The Total Amount Payable is computed as the Total Citi Balance Transfer Amount plus the total amount of Citi Balance Transfer interest due. The total amount of interest due on the Total Citi Balance Transfer Amount is computed as the Total Citi Balance Transfer Amount multiplied by the applicable average monthly add-on rate and by the Term. The Total Citi Balance Transfer Amount will be charged the applicable average monthly add-on rate. Successive monthly Citi Balance Transfer Installments Due shall be billed to the Cardholder and shall commence on the Cardholder’s next statement date and every month thereafter until the Total Amount Payable is paid in full. If the Cardholder chooses to pay only a portion of his Total Amount Due as indicated in the Statement of Account, the unpaid portion of the Citi Balance Transfer Installment Due shall be subject to the monthly finance charge at the prevailing rate. Usual late payment charge applies.
- The computation of the monthly Citi Balance Transfer Installment Due shall be on diminishing balance basis, under which allocation of payment to principal and interest of monthly Balance Transfer Installment Due over the Term is not equal. A sample calculation is illustrated below:
- E.g. Balance Transfer Amount: P10,000; Average Monthly Add-On Rate: 0.99%; Term: 6 months
- | Month | Monthly Balance Transfer Installment Due | Monthly Interest | Monthly Principal | Principal Balance |
|-------|--|------------------|-------------------|-------------------|
| 0 | | | | P10,000.00 |
| 1 | P1,765.67 | P167.40 | P1,598.27 | 8,401.73 |
| 2 | P1,765.67 | P140.64 | P1,625.03 | 6,776.71 |
| 3 | P1,765.67 | P113.44 | P1,652.23 | 5,124.48 |
| 4 | P1,765.67 | P85.78 | P1,679.89 | 3,444.60 |
| 5 | P1,765.67 | P57.66 | P1,708.01 | 1,736.59 |
| 6 | P1,765.67 | P29.07 | P1,736.60 | (0.00) |
- In case of pre-termination or cancellation of Citi Balance Transfer, the Cardholder shall be able to pay in full the unpaid principal component of the Total Amount Payable and a handling fee equivalent to 4% of unilled principal component of the Total Amount Payable or as may be decided by the Bank.

Citi never sleeps

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