

## **CITIBANK ONLINE® and CITIBANK ALERTS USER AGREEMENT**

The words “You”, “Your” and “Yours” refer to any holder of a Citibank, N.A. Philippine Branch Automated Teller Machine (ATM) Card (“CitibankATM Card” or “ATM Card”) or a Citibank, N.A. Philippine Branch VISA/MasterCard (“Citibank VISA/MasterCard” or “VISA/MasterCard”) and a Citibank ATM/Debit Card Number and ATM/Debit Personal Identification Number (“ATM/Debit PIN”) and/or Credit Card Number and Cash Advance Personal Identification Number (“Cash Advance PIN”). The words “We”, “Us”, “Our”, “Citi” and “Citibank” refer to Citibank, N.A., Philippine Branch (“Citibank, N.A.”), or to Citicorp Financial Services and Insurance Brokerage Philippines, Inc. (“CFSI”), or to both as applicable.

A Citibank ATM/Debit Card or a Citibank VISA/MasterCard Credit Card, on which there is a number (the “Card Number”), has been or may at your request be issued by us, and an ATM/Debit PIN or Cash Advance PIN, and a Citibank Online Username, Password, and a set of Personally Identifiable Information (PII) assigned by you, and additionally, in the case of Citibank Online transactions, a One-Time PIN (“OTP”) either sent via SMS to your mobile phone number on record in our system or generated by a registered Citibank Online Security Device you may have requested or by the One-Time PIN via Citi Mobile Banking App which you may have registered to, and an Online Funds Transfer Authorization Code (“OAC”) assigned by us, for all or any of your accounts from time to time opened and maintained with or made available by us (collectively the “Accounts”) to enable you to be connected to our data and operation system (the “System”) to have direct access to any of the Accounts or to effect banking/card transactions via the use of personal computers, mobile phones or similar access devices (“customer terminal”).

In consideration of our agreement to provide Citibank Online, you agree that:

### **1. Acceptance.**

By using Citibank Online, you have accepted and agreed to be bound by all operational rules and general terms and conditions governing Citibank Online, including without limitation all the following paragraphs, and to pay any fees associated with the use of Citibank Online. You likewise agree to be bound by any and all laws, rules, regulations and official issuances applicable to Citibank Online, now existing or which may hereinafter be issued, as well as such other terms and conditions governing the use of other facilities, benefits, products or services which we may make available to you in connection with Citibank Online, such as but not limited to the Citi Alerts service.

### **2. Access to Citibank Online.**

We have the absolute discretion to make Citibank Online available to you. We have the discretion from time to time to determine the scope of Citibank Online, set or change the daily cut-off time, modify, restrict, withdraw, cancel, suspend or discontinue any or all of the services without notice or responsibility to you and without giving any reason therefor. You understand that by using Citibank Online after any modification or change has been effected, you have agreed to any such modification or change. We shall not be liable to you if you are unable to gain access to the System. You understand that while Citibank Online is available 24-hours a day, some or all of

the services may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or any other reasons beyond our control. You likewise understand that for your own protection, we shall cancel your ATM/Debit PIN or Cash Advance PIN should the wrong ATM/Debit PIN, or Cash Advance PIN be used three (3) times in one day, and shall likewise lock your Citibank Online Username should the wrong Password and/or OTP be entered three (3) times in one day. You may request us for a new ATM/Debit PIN at any of our branches or by calling the 24-Hour CitiPhone, or for a new Cash Advance PIN by calling the 24-Hour CitiPhone, and you may reset your Citibank Online Username and/or Password through Citibank Online.

You further understand that for your own protection, we shall cancel your Funds Transfer OAC should the wrong OAC be used three (3) times. You may set up a new Funds Transfer OAC for your third party funds transfer payee through Citibank Online, at any of our branches or by calling the 24-Hour CitiPhone.

### 3. Suspension/Cancellation.

After suspension or cancellation, Citibank Online may be reinstated at our sole discretion and we reserve the right to impose a reinstatement charge as we deem fit. We likewise reserve the right to impose a fee for Citibank Online at our absolute discretion at any time without your prior consent. You authorize us to act upon any instruction which is identified by any use of your Card Number and ATM/Debit PIN or Cash Advance PIN, or your Citibank Online Username, Password and your OTP or PII, and additionally, in the case of third party funds transfer instruction, your Funds Transfer OAC. We shall be responsible for acting only on those instructions sent through Citibank Online which are actually received and you agree that we do not assume any responsibility for malfunctions in communications facilities not under our control that may affect the timeliness or accuracy of the instructions sent.

Such instructions including secure e-mail, upon receipt by us, shall be effected at our absolute discretion. We shall be entitled to treat and consider as valid and binding on you any instruction given, or agreement made with us, through internet by any person using the Card Number and the ATM/Debit PIN or Cash Advance PIN, or your Citibank Online Username, Password and your OTP or PII, and additionally, in the case of third party funds transfer instruction, your Funds Transfer OAC, including without limitation, any transfer to a third party account maintained with us or others. We shall neither be liable for action upon such instructions sent nor be obliged to investigate the authenticity or authority of persons effecting your instructions or to verify the accuracy and completeness of your instructions.

Such instructions shall be deemed correct, complete, irrevocable and binding on you upon our receipt. You hereby accept full responsibility for all transactions executed via Citibank Online and in particular, in ensuring the accuracy and completeness of your instructions. We shall be entitled but not obliged to verify any instructions given through the use of your Card Number and the ATM/Debit PIN or Cash Advance PIN, or your Citibank Online Username, Password and your OTP or PII, by sending an e-mail online or via telephone or any other means. You agree that we may, without notice and without stating the reason therefor, cancel or refuse to execute any of your instructions at any time without incurring any liability.

#### 4. One-Time PIN (OTP).

The OTP is a one-time Personal Identification Number (PIN) sent via SMS to your mobile phone number on record in our system, or generated by a registered Citibank Online Security Device you may have requested, or generated by the One-Time PIN via Citi Mobile Banking App which you may have registered to. An OTP is necessary for you to be able to transact on your Citibank Online account via internet or via Mobile Banking. You acknowledge and agree that your receipt of any OTP may be delayed or prevented by factor(s) affecting your mobile phone service provider(s) or Internet service provider(s) and other factors outside our control. We do not guarantee the delivery of your OTP. You agree to hold Citibank, CFSI, our directors, officers, employees and agents free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from:

- a. A non-delivery, delayed delivery, or the misdirected delivery of an OTP; and
- b. Your failure or inability to access Citibank Online as a result thereof.

#### 5. Security Device, One-Time PIN Via Citi Mobile Banking App and OTP.

You shall comply with all requirements, instructions and specifications relating to the Security Device, the One-Time PIN via Citi Mobile Banking App, and/or OTP (including without limitation any registration and activation procedures) as may be prescribed by us at any time and from time to time in our sole and absolute discretion.

Without prejudice to the generality of the foregoing, you shall at no time

- (i) activate or attempt to activate or register a Security Device and/or the One-Time PIN via Citi Mobile Banking App issued or registered to another customer, or
- (ii) permit a Security Device or the One-Time PIN via Citi Mobile Banking App issued or registered to you to be activated or registered to another person.

You are responsible for keeping the OTP and the password to the Security Device and/or the One-Time PIN via Citi Mobile Banking App confidential. You shall not reveal your OTP and/or your password/s to any other party and shall take all necessary steps to prevent disclosure or discovery of your OTP and/or password/s to/by any other party. You are likewise responsible for ensuring the security of your Security Device and/or One-Time PIN via Citi Mobile Banking App, as well as your customer terminal, and for keeping these protected from unauthorized use. You shall at no time and under no circumstances permit any Security Device and/or One-Time PIN via Citi Mobile Banking App issued or registered to you to fall into the possession or under the control of any other person.

You shall immediately notify us by calling our 24-Hour CitiPhone (i) if a Security Device or One-Time PIN via Citi Mobile Banking App issued or registered to you is lost or stolen, or fails to function as intended, (ii) if you have any knowledge or reason for suspecting that the security or confidentiality of any OTP, password, Security Device, or One-Time PIN via Citi Mobile Banking App used by you for the generation and/or reception of OTP has been compromised, or if there has been any unauthorized use of any OTP, Security Device or One-Time PIN via Citi Mobile Banking App, or (iii) of any loss, replacement and/or change of number, as the case may be, of any mobile phone or

customer terminal (as the case may be) used by you for the generation and/or reception of OTP. You shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by you to comply with any of the foregoing.

Where a Security Device issued to you fails to function properly, our only obligation in respect of such Security Device shall be to replace the same with a new Security Device upon payment by you of a fee which shall be determined by us in our sole and absolute discretion, save where we are satisfied in our sole and absolute discretion that there is no contributory act or omission on your part causing or contributing to the Security Device's failure to function properly. Where a Security Device is lost by you, we may replace the same upon payment by you of a fee which shall be determined by us in our sole and absolute discretion. The Security Device, the One-Time PIN via Citi Mobile Banking App, and the OTP are provided on an "as is" and "as available" basis. We shall have no liability in relation to any Security Device, the One-Time PIN via Citi Mobile Banking App, OTP or other device, application, or delivery channel designated by Citi for use for the generation, delivery and/or receipt for OTP, including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for a particular purpose, including without limitation any loss or damages incurred or suffered arising from any failure by you to keep secure and/or use the Security Device, One-Time PIN via Citi Mobile Banking App, or other device in accordance with any instructions and other terms of Citi. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of noninfringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Security Device, One-Time PIN via Citi Mobile Banking App, OTP or other device, application, or delivery channel designated by Citi for use for the generation, delivery and/or receipt for OTP.

We shall be entitled at our sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of any Security Device or of One-Time PIN via Citi Mobile Banking App, or other device, application, or delivery channel designated by us for use for the generation, delivery and/or reception of OTP without giving any reason therefor, and we shall not be liable to you for any loss or damage as a result thereof. The Security Device and/or the One-Time PIN via Citi Mobile Banking App must not be altered, tampered with, disassembled, reverse engineered, or in any way copied or modified, and must not be dealt with or exploited in any way.

#### 6. Transaction Date.

Any transaction done via Citibank Online after the daily cut-off time in Manila, Philippines, shall be treated as a transaction of the next business day or such other day as we may at our absolute discretion determine, and will be subject to our usual processing time, as may from time to time be amended. For purposes hereof, the term "business day" shall mean any day in which banks are open for business in Manila, Philippines, excluding Saturdays, Sundays and legal holidays.

#### 7. Transaction Recorded in Monthly Statement.

We will issue a transaction reference number for Bill Payment and Funds Transfer transactions done through Citibank Online, although such information is not to be regarded as a bank statement or

advice. We will not print or issue any transaction reference, advise or confirmation for any other bank transaction conducted via Citibank Online, although such transaction will appear in the monthly bank statements issued to you by us. You may produce a print out of such transaction from your own customer terminal.

## 8. Transfers and Payments.

We shall not be obliged to carry out any transfer or payment instructions unless and until your Account(s) with Citibank has sufficient funds or credit to pay the relevant amount(s). Funds for all Transfers & Payments amounts will be withdrawn from your Account(s) with Citibank by the next business day or such other day as we may at our absolute discretion determine. We shall likewise not be obliged to carry out any third party transfer instructions unless your intended recipient has been properly activated with the use of the Funds Transfer OAC assigned by us which you receive through your mobile phone through the mobile number on record in our system, or through activation upon your request through our 24-Hour CitiPhone. You also understand that funds transfer payees will be subjected to regular screening according to applicable laws and regulations. Furthermore, Citibank reserves the right to cancel or suspend a funds transfer to a payee if it finds that information on the payee matches the information of an individual in the Specially Designated Nationals (SDN)\* list.

\* Specially designated nationals refer to organizations and individuals who are restricted from doing business with the United States or American companies, such as Citibank.

We cannot guarantee the time at which the receiving banks or billing organizations will credit the account(s) of your payees. To avoid incurring charges, you must initiate a transfer or payment sufficiently in advance of the due date of your payment. We shall not be responsible for any charges imposed or any other action taken by a payee in any of the following situations:

- a. You do not have sufficient funds in your Account(s) with Citibank to make a transfer or bill payment;
- b. You failed to enroll your third party payee and/or to activate your OAC;
- c. You did not correctly use the OAC or you used the wrong OAC;
- d. An order of a court or other competent authority directs us to prohibit withdrawals from the relevant Account(s);
- e. Your Account(s) with Citibank is/are closed or your Accounts(s) with Citibank, N.A. (or any funds therein) has/have been put on hold;
- f. You have not provided us with complete and correct payment information, including without limitation the name, address, account(s) number, the destination bank and branch code, destination city and country of payee, and payment amounts for the payee on a bill payment;
- g. You did not correctly use Citibank Online; or
- h. Circumstances beyond our reasonable control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

We reserve the right to terminate your use of Transfers & Payments at any time without notice.

## 9. Obtaining Account Summary & Recent Account Activity.

You can use Citibank Online to access the balance and transaction history on all your Account(s). The Account(s) Summary balance will be shown in the Philippine Peso equivalent, and the exchange rates used for calculating the Philippine Peso equivalent for your foreign currency Account(s) are indicative only.

## 10. Unauthorized Use.

You are responsible for keeping the Card Number, the ATM/Debit PIN, Cash Advance PIN, your Citibank Online Username, Password and your OTP and PII, and the Funds Transfer OAC secret and confidential, and you shall not disclose the Card Number, the ATM/Debit PIN, the Cash Advance PIN, your Citibank Online Username, Password and your OTP and PII, and the Funds Transfer OAC, to any unauthorized person and shall take all steps necessary to prevent discovery of the Card Number, the ATM/Debit PIN, Cash Advance PIN, your Citibank Online Username, Password and your OTP and PII, and the Funds Transfer OAC by any unauthorized person. You are likewise responsible for ensuring the security of your customer terminal, your Security Device, and/or One-Time PIN via Citi Mobile Banking App, and for keeping these protected from unauthorized use. You should take all necessary steps to prevent the generation of an OTP from the Security Device and/or One-Time PIN via Citi Mobile Banking App by any unauthorized person. You shall hold Citi 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 of your account information be viewed or accessed by any persons other than you. You shall inform us as soon as reasonably practicable if you know or suspect that someone else knows the Card Number and/or the ATM/Debit PIN, Cash Advance PIN, and/or your Citibank Online Username, Password, and/or your OTP, PII and/or the Funds Transfer OAC, or that unauthorized transactions have taken place or that the Card Number, the ATM/Debit PIN, Cash Advance PIN, your Citibank Online Username, Password and your OTP and PII, or Funds Transfer OAC has been lost or stolen; and if you fail to do so you shall be liable for any unauthorized transactions made. You must promptly examine your statements upon receipt and if you discover any discrepancies, omissions, inaccuracies or incorrect entries, you must immediately call 24-Hour CitiPhone. You shall be liable for all losses prior to your reporting any discrepancies, omissions, inaccuracies or incorrect entries or if you act fraudulently or with negligence, including failing to properly safeguard the Card Number, the ATM/Debit PIN, Cash Advance PIN, and your Citibank Online Username, Password and your OTP and PII, and/or the Funds Transfer OAC, or to immediately report any unauthorized transaction made.

## 11. Indemnification.

We shall not be liable for, and you agree to indemnify and keep us indemnified, against any and all proceedings, claims, losses, damages or expenses (including legal costs) arising from or in connection with the following:

a. Our action upon any instructions which are identified by any use of your Card Number and the ATM/Debit PIN or Cash Advance PIN, or your Citibank Online Username, Password and your OTP or PII, and additionally, in the case of third party funds transfer instruction, your Funds Transfer OAC;

- b. The improper or unauthorized use of Citibank Online, your Card Number, ATM/Debit PIN, Cash Advance PIN, or your Citibank Online Username, Password, OTP or PII, and additionally, in the case of third party funds transfer instruction, your Funds Transfer OAC;
- c. Any damage to the customer terminal, related facilities or software as a result of any access to Citibank Online through your Card Number, ATM/Debit PIN, Cash Advance PIN, or your Citibank Online Username, Password, OTP or PII, and additionally, in the case of third party funds transfer instruction, your Funds Transfer OAC;
- d. Any loss or damage caused by any access through your Card Number and ATM/Debit PIN or Cash Advance PIN, or your Citibank Online Username, Password, OTP or PII, and additionally, in the case of third party funds transfer instruction, your Funds Transfer OAC, when the same is prohibited, restricted, delayed or otherwise affected by (i) any law or regulation of the country from where Citibank Online is accessed and/or the terms and conditions prescribed by the relevant internet service provider or information service provider in such country of access; or (ii) any law or regulation of any jurisdiction, regional or international authority which governs any use of any component of Citibank Online, any relevant internet service provider or information service provider or system;
- e. Any loss or damage caused by any act or omission of any relevant internet service provider or information service provider or network provider occasioned by any access through your Card Number and ATM/Debit PIN, Cash Advance PIN, or your Citibank Online Username, Password, or your OTP or PII, and additionally, in the case of third party funds transfer instruction, your Funds Transfer OAC;
- f. Any loss or damage caused by any modification, alteration, upgrade or termination of Citibank Online occasioned by any access through your Card Number and the ATM/Debit PIN or Cash Advance PIN, or your Citibank Online Username, Password, or your OTP or PII, and additionally, in the case of third party funds transfer instruction, your Funds Transfer OAC;
- g. Any access (or inability or delay in accessing) and/or use of any browser which we provide to allow access to Citibank Online;
- h. Any errors or omissions in the information and materials contained in the Citi website;
- i. Any delay or failure in any transmission, dispatch or communication facilities;
- j. A non-delivery, delayed delivery, or the misdirected delivery of an OTP due to factors affecting your mobile phone service provider(s) or Internet service provider(s) and other factors outside our control, and your failure or inability to access your Citibank Online account as a result thereof.

## 12. Limitation of Liability.

Subject to the provisions herein, if we are found liable for any act or omission for any reason whatsoever, our liability shall be limited to the service fee charged to you or your actual proven damages whichever is less. We shall not be liable to you for any indirect, special or consequential loss or damages arising in any way out of the use of Citibank Online.

## 13. Security.

We shall use reasonable effort to ensure that Citibank Online is secure and cannot be accessed by unauthorized third parties. However, we do not warrant the security, secrecy or confidentiality of any information transmitted through any relevant Internet or mobile phone service provider, network system or such other equivalent system in any jurisdiction via Citibank Online or Citibank Alerts. You shall notify us immediately upon receipt of any data or information which is not

intended for you and you shall delete such data or information from the customer terminal immediately.

#### 14. Information.

When through Citibank Online we provide you with any information, you acknowledge and agree that we do not thereby warrant the accuracy and completeness of any such information. We likewise do not warrant the accuracy, adequacy or completeness of any information contained in the Citi website.

#### 15. Joint Accounts.

In case any Account which is accessible through Citibank Online is a joint or partnership account, you shall be responsible for the liabilities and obligations of the other account holder(s) or partner(s) howsoever arising on a joint and several basis.

#### 16. Settlement.

We will issue a transaction reference for Bill payment transactions done through Citibank Online, although such information is not to be regarded as a bank statement or advice. We shall not print or issue any transaction reference, advice or confirmation for any other transaction conducted via Citibank Online although any such transaction will be recorded in the monthly statement issued by us. While a print-out of the transaction may be produced at any location, it will only show the time at such location. Notwithstanding what may be shown in any terminal or print-out, the transaction is completed instantaneously if done before the cut-off time reckoned at the location of the System, subject to the provisions of sections 6 and 8 hereof. If it is done after the cut-off time at such location, it will be completed as a transaction at next business day value, subject to the provisions of sections 6 and 8 hereof. The transaction details, account balances and other information as shown in any terminal or print-out are for reference only. Those transaction details and account balances as recorded by us will be conclusive (for example, as to the balance, the type and amount of the transaction and the time and date it occurred).

#### 17. Transfer and Processing of Information.

As required under Republic Act 10173 and other applicable laws and regulations, you authorize and give your consent for the following:

- For the Bank to allow its offices, branches, subsidiaries, affiliates, agents, representatives, and third parties selected by any of them and certain companies (collectively referred to as "Authorized Third Parties") to offer specially selected products and services through mail/e-mail/fax/SMS or by telephone;
- For the Bank, its Authorized Third Parties, and its/their officers, directors, employees, agents, professional advisers and third party service providers, to collect and verify any information about you from any third party for any of the purposes specified in this section;
- For the Bank, its Authorized Third Parties, and its/their officers, directors, employees, agents, professional advisers and third party service providers, to collect, process, store, record, organize,



update, modify, block, erase and destroy (collectively referred to as “process”) your personal and/or account information with the Bank and any information the Bank obtains from third parties, including your account information with other financial or nonfinancial institutions;

- For the Bank to transfer, disclose and use your personal and account information (including information that the Bank obtains from third parties, such as other financial or non-financial institutions), to, between and among its Authorized Third Parties (now referred to the “Receiving and Disclosing Parties”), other financial or nonfinancial institutions or the outsourced service providers of such entities, wherever situated, or a Government Requirement, for any lawful purpose such as business development, data processing, analysis and management, surveys, product and service offers, marketing activities, risk management purposes, collections purposes and reporting, and compliance with laws, regulations and policies on anti-money laundering, sanctions and/or the US Foreign Account Tax Compliance Act, including withholding for purposes of the FATCA. In addition to the above, the Bank or any of the Receiving and Disclosing Parties may disclose any information as may be required by any Government Requirement, and for compliance with any Government Requirement, or as required by or for the purposes of any audit or investigation. “Government Requirement” means any applicable law or regulation, legal, governmental or regulatory authority, or agreement entered into by the Bank and any governmental authority or between two or more governmental authorities (such law, regulation or authority may be domestic or foreign). The above consent applies for the duration of and even after the closure or cancellation of the account/s. Your consent will be effective despite any applicable nondisclosure agreement and you acknowledge that information relating to you and your accounts, including Confidential Information, may be transferred to jurisdictions which do not have strict data protection or data privacy laws. You declare that you have provided any notices, consents and waivers necessary to permit the Bank, its Authorized Third Parties, and its/their third party service providers and Payment Infrastructure Providers to carry out the actions described in this provision. You agree to hold the Bank free and harmless from any liability that may arise from the processing and use of your personal and account information, and other information pertaining to your account/s with other financial and non-financial institutions.

Additional provisions for corporations, partnerships or other juridical entities: You declare that you have been authorized by any Related Party, Customer Affiliate, Data Subject or other person regarding whom you provided information to the Bank to signify the latter’s consent to this provision, and that you have provided to and obtained from any Related Party, Customer Affiliate, Data Subject or other person regarding whom you provided information, any notices, consents and waivers necessary to permit the Bank, its Authorized Third Parties, and its/their third party service providers and Payment Infrastructure Providers (which refers to a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks) to carry out the actions described in this provision, and that you will provide such notices and secure such necessary consents and waivers in advance of providing similar information to the Bank in the future. For purposes of this provision, “Control” means that an entity possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of shares or the possession of voting power, by contract or through other means or any legal or natural person ultimately has a controlling ownership interest in a legal person or exercises control through any arrangement. “Customer Affiliate” means any entity, present or future, that directly or indirectly Controls or is Controlled by or is under common Control with you, and any

branch of such entity. "Data Subject" means an individual whose personal information (including sensitive personal information) is processed. Data Subjects may be you, your personnel, customers, suppliers, payment remitters or payment beneficiaries, or other persons. "Related Party" means any natural person or entity, or any branch of such entity, that (i) owns, directly or indirectly, your stock (if the customer is a corporation), (ii) owns, directly or indirectly, profits, interests or capital interests in you (if the customer is a partnership), (iii) is treated as your owner (if the customer is a "grantor trust" under sections 671 through 679 of the United States Internal Revenue Code or an equivalent under a similar law of any jurisdiction, domestic or foreign), (iv) holds, directly or indirectly, beneficial interests in you (if the customer is a trust), (v) is a natural person who exercises control over you, such as a settlor, protector or beneficiary of a trust, or a person or entity which otherwise has a controlling ownership in or otherwise exercises control over you through any arrangement or other means (if the customer is an entity), (vi) is designated as your signatory or representative (if the customer is an entity).

#### 18. Intellectual Property Rights.

You acknowledge that all proprietary rights relating to or in connection with Citibank Online (including without limitation the Citi website) and all updates thereof, including without limitation trademark, trade name, service mark, patent and copyright, shall at all times vest and remain vested in us. Citibank Online uses proprietary software of Citibank, N.A., other Citigroup affiliates and other software suppliers. You agree that we have granted you a non-exclusive license to use this software in connection with Citibank Online, which allows you to use such software only for its intended purposes. You shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.

#### 19. Independent Internet Service Provider/Computer Terminal.

You understand that any access to Citibank Online will be effected through the relevant internet service provider or network provider in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by such relevant internet service provider or network provider in separate agreements with you. You shall be responsible for all telephone charges and charges by any Internet service provider incurred in connection with the use of Citibank Online. You represent to the best of your knowledge that the customer terminal and any other computer system through which access may be effected by any use of the Card Number and ATM/Debit PIN or Cash Advance PIN, or your Citibank Online Username, Password, or your OTP or PII, and additionally, in the case of third party funds transfer instruction, your Funds Transfer OAC, are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of Citigroup Inc., is responsible for any electronic, mechanical, data failure or corruption, computer viruses and bugs or related problems that may be attributable to the services provided by any relevant internet service provider or information service provider.

#### 20. Change of E-Mail Address, Mobile Phone Number, and/or Land Line Phone Number.

You shall immediately notify Citi of any change in your e-mail address, mobile phone number or land line phone number. We shall not be responsible for the consequences of your inability to receive your OTP, OAC or any other email or SMS or telephone messages from Citi as a result of your failure to timely notify us of the change in your e-mail address, mobile phone number and/or land line phone number. Neither shall Citi be responsible for the consequences of the OTP, OAC or any other email or SMS or telephone messages from Citi being sent to the wrong person, as a result of your failure to timely notify us of the change in your e-mail address, mobile phone number or land line phone number.

#### 21. Citibank Online Access Through Mobile Phones /Mobile Devices.

You acknowledge that your access to Citibank Online via the use of your mobile phone or mobile device includes but is not limited to the following: viewing of your Account Summary and Account Details (listing of all transactions up to the past 90 days), Bills Payment (limited to payees registered through Citibank Online), Funds Transfer to own accounts, and Funds Transfer to other local Citi accounts/ to 3rd party bank accounts in the Philippines/ to other Citi accounts abroad (limited to payees registered on Citibank Online), and inquiring on Citi's latest products, promos, services and branch locations. You consent to the transmission of communications through the Internet and your mobile phone/mobile devices and acknowledge that the internet and mobile phone / mobile devices are not necessarily secure communications and delivery systems, and understand the risks associated with it (among others, confidentiality, security, tampering and unauthorized use). You agree to waive any bank secrecy rights under Republic Act No. 1405, as amended, Republic Act 6426, as amended, Section 55.1(b) of Republic Act No. 8791 and any and all other laws on the confidentiality of bank deposits.

#### 22. Citibank Alerts Service.

Citibank Alerts Service enables you to request and receive specific prompts (collectively, "Alerts", individually, an "Alert") from time to time concerning available account information and other matters relating to your Citibank Credit Cards and bank accounts ("Account(s)"). By signing up through Citibank Online or through our 24-Hour CitiPhone to receive one or more of the Alerts that are offered by the Citibank Alerts Service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

The Citibank Alerts Service allows you to request and receive text messages ("SMS") and/or electronic mail ("e-mail") messages about your Account(s). We send Alerts to you based upon the instructions you provide to us through Citibank Online or through our 24-Hour CitiPhone. These instructions include your correct email address or addresses and mobile phone number. Your instructions are neither reviewed nor verified by Citibank prior to or following activation of the Citibank Alerts Service. You hereby acknowledge and accept that each Alert may be sent to you without being encrypted and may include your name and information pertaining to your Account(s).

You may receive Alerts through an SMS-enabled mobile phone, an e-mail account that is accessed via a customer terminal, or both. It is your responsibility to ensure the security of your cellphone and e-mail account. Accordingly, you hereby hold Citibank free and harmless against any and all liability, administrative, civil or criminal, including, but not limited to, to those relating to secrecy

laws or regulations, should any Alerts which may include your name and information pertaining to your Account(s) be viewed or accessed by persons other than yourself. It is your responsibility to determine if your mobile phone service provider supports text messaging, if your telephone is capable of receiving text messages or if your Internet service provider supports email service or if your customer terminal is capable of receiving email messages. Citibank Alerts Service is subject to the terms and conditions of your agreement(s) with your mobile phone carrier and/or Internet service provider. You are responsible for any fees imposed by your mobile phone service and Internet service provider of any kind whatsoever.

You acknowledge and agree that your receipt of any Alert may be delayed or prevented by factor(s) affecting your mobile phone service provider(s) or Internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to hold Citibank, its directors, officers, employees and agents free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from:

- a. A non-delivery, delayed delivery, or the misdirected delivery of an Alert;
- b. Inaccurate or incomplete content in an Alert;
- c. Your reliance on or use of the information provided in an Alert for any purpose;
- d. Any third party, whether authorized or not, obtaining information on your Account(s) disclosed in the Alerts by accessing your e-mail account or cellphone.

The SMS and email are sent to you for convenience, information, notification and where applicable, demand purposes. An Alert does not constitute a record for the Account(s) to which it pertains. Citibank does not assume any additional responsibility or obligation under these Terms and Conditions in respect of the use of, or any transaction or eventuality involving, your Account(s). The service does not free you from the responsibility of safeguarding the physical security and authorized use of your Account(s). You acknowledge that the service is merely an aid to monitor the use of your Account(s) but subscription to the service does not entail that Citibank will automatically be liable for any unauthorized transactions that may be charged to your Account(s). The use of the service does not automatically entitle you to the Lost Card Protection of Citibank, N.A. Credit Cards. You acknowledge that it is still your responsibility to report a lost or stolen card immediately for you to be absolved from any financial liability in case the card is used for fraudulent purposes, from the time the loss is reported to the 24-Hour CitiPhone in accordance with the Terms and Conditions Governing the Issuance and Use of Citibank Credit Cards.

For lost or stolen ATM Card, Debit Card, and Citibank VISA/ MasterCard, you also acknowledge that you must immediately report the same by calling our 24-Hour CitiPhone. Citibank shall not be liable for any loss, damage or liability you shall suffer if the card is used for fraudulent purposes prior to the time its loss is reported to 24-Hour CitiPhone.

Citibank reserves the right to terminate its Citibank Alerts Service or begin charging a fee for such service at any time without prior notice to you.

By your subscription to the Citibank Alerts Service, you confirm that you have read, understood and agree to the above terms and conditions, as well as to the Terms and Conditions Governing the

Issuance and Use of Citibank Credit Cards, the Terms and Conditions Governing Citibank Philippine Accounts, and the Citibank Online Terms and Conditions.

### 23. Agreement

This agreement shall form part of the General Terms and Conditions Governing Citibank Philippines Accounts, the Terms and Conditions Governing the Issuance and Use of Citibank, N.A., Philippine Branch Credit Cards, and such other rules and regulations governing your Accounts with Citibank, N.A. and Citicorp Financial Services and Insurance Brokerage Philippines, Inc. (CFSI), and shall be applicable to any future Accounts which you may hereafter open with Citibank, N.A., Philippine Branch and Citicorp Financial Services and Insurance Brokerage Philippines, Inc. (CFSI).

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