

## Citibank, N.A. (Philippine Branch)

Global Consumer Bank

### GENERAL TERMS AND CONDITIONS GOVERNING CITIBANK PHILIPPINES ACCOUNTS

As used in these Terms and Conditions, “we”, “our”, “us”, the “Bank” and “Citibank” refer to Citibank, N.A. (Philippine Branch). “You” and “your” refer to every person who opens an account with Citibank, in addition to any signers added at a later time. The term “Card” refers to the Citibank ATM/Debit Card issued by Citibank.

These Terms and Conditions shall also be referred to as the “agreement” and shall include the Relationship Opening Form, the signature cards, the Card, the terms and conditions governing the following: CitiPhone, Citibank Online and Citibank Alerts User Agreement, Citibank Electronic Statements and Electronic Advice User Agreement, Citibank Online and Mobile Banking Security Device / One-Time PIN via Citi Mobile Banking App and One-Time PIN User Agreement, and any and all amendments thereto, and such other rules, regulations, terms and conditions as Citibank shall issue from time to time.

By signing on the Relationship Opening Form, the signature cards or by your use of the Card or Citibank’s services and facilities such as CitiPhone or Citibank Online, or your maintenance and operation of your account or accounts (the “Account” or “Accounts”), you agree that your Account/s and our relationship in respect thereof will be governed by these Terms and Conditions.

#### • THE ACCOUNTS

##### Account Opening

The opening and maintenance of your accounts, regardless of currency, shall be at the sole discretion of Citibank, N.A. Philippine Branch (the “Bank”). You are required to comply with all the requirements which may be imposed by the Bank for the opening and maintenance of your Account/s, including, without limitation, the execution of account opening forms, submission of supporting documents, and the delivery of the required initial deposit amount.

By opening a foreign currency deposit account, you hereby confirm your understanding of the inherent cross-border risks that may arise from the maintenance and operation of such accounts. Cross-border risks are, but not limited to, risks taken by independent entities, governments, and the like, that may prevent the conversion of your local currency funds into non-local currency and/or the transfer of your funds outside of the country, thereby impacting your ability and that of Citibank to transact business across international borders. You hereby agree to keep Citibank, N.A. Philippine Branch free and harmless against any and all losses, damage or liability arising from such risks.

Unless otherwise allowed under existing laws and regulations, your Account/s shall be maintained in your true and full name. Anonymous accounts, accounts under fictitious names and all other similar accounts shall not be allowed.

##### Deposits

Citibank may accept deposits, placements or payment in either cash or check.

All cash items, including foreign currency banknotes, coins and other items, accepted for deposit shall be subject to detailed count and verification. Notwithstanding any machine validated or manually signed receipts, we shall automatically debit your Account or where appropriate, collect from you, amounts corresponding to shortages or discrepancies arising from counterfeited or out-of-circulation cash items, errors in counting or calculations, and/or errors in denominations which may be detected after our receipt of cash items.

The checks we receive must be made payable to the order of yourself or Citibank, N.A. for your account, and not to cash or bearer. If fraud or any anomaly arises from a violation of this provision, then you shall not hold us liable for any resulting loss or damage. On the other hand, we may hold you liable for any resulting loss or damage arising from such fraud or anomaly.

Checks issued for deposit to your Account that contain erasures, alterations and/or deficiencies even if these are countersigned by the drawer, will no longer be acceptable for clearing as prescribed by Philippine Clearing House Corporation for local checks and will be subject to the applicable check collection rules for foreign currency checks.

By accepting check deposits, Citibank acts only as a collecting agent

until it has received actual payment in accordance with existing rules and regulations of the Bangko Sentral ng Pilipinas (BSP) and the Philippine Clearing House Corporation (PCHC) for local checks and will be subject to the applicable check collection rules for foreign currency checks, provided that Citibank reserves the right to debit your Account for any amounts which have been credited to your Account in the event of over crediting, fraud, mistake, discrepancy, irregularity or such other reasons upon the discretion of Citibank.

We will accept, for transmission only and at your risk, checks that are payable to Citibank, N.A. We will not be responsible for any neglect or failure or insolvency of the check-issuer, or losses or delays which may occur when we transmit the checks.

We have the sole discretion to accept postdated checks for safekeeping, subject to the payment of such appropriate fees and charges which Citibank shall impose. Upon acceptance, we will safekeep the postdated checks and deposit it upon maturity, or otherwise dispose of it upon your instructions. We will hold the postdated checks in our custody at your sole risk. We shall not be held responsible for the loss of the checks for causes beyond our reasonable control.

We reserve the right to debit your Account any amount overstated for any checks, whether or not these checks are returned by the collecting bank.

At our option, we may forward returned checks to you at your last address known to us. Any collection charges will be charged to your Account.

##### Withdrawals

You may withdraw from your Account through the Card, withdrawal slips or checks signed by the authorized signatory or signatories appearing in our records. You agree to pay, upon demand, for any stamp taxes, fees or other charges related to your withdrawals.

Withdrawals from foreign currency deposit accounts shall be subject to the availability of such foreign currency notes. Conversion rates from one currency to another will be based on the current buying and selling rates of Citibank.

##### Repayment of Deposits

We will repay you the amount of your deposits on such day as may be agreed upon, with interest on a per annum basis at the rate fixed by us from time to time. You will issue us a duly signed discharge receipt upon our payment.

##### Time Deposit

You may give Citibank instruction for your maturing time deposits on or before the maturity date at the Citibank branch where you maintain your Account/s or via CitiPhone. Your instruction will be executed only on the maturity date. You may not request for the pre-termination of your time deposit by telephone.

Time deposit not withdrawn or renewed at maturity date shall be deemed terminated and treated as a savings deposit account which shall earn interest corresponding to our prevailing savings rate on a per annum basis.

##### Interest

Your Account shall earn interest on a per annum basis at the rate fixed by us from time to time. Interest on your Account will be calculated based on your Account’s daily balance, provided that your balance does not fall below the required balance to earn interest.

##### Total Relationship Balance (TRB)

Your Total Relationship Balance (TRB) is the consolidated balance of your holdings in Citibank, N.A., Philippine Branch (Citibank) and Citicorp Financial Services and Insurance Brokerage Philippines Inc. (CFSI), as applicable. It includes all Checking & Savings account (CASA), Time-Deposits with Citibank as well as Bonds, Funds, and other investments purchased through CFSI.

Your total relationship balance needs to be maintained at the required minimum average monthly balance as Citibank may fix from time to time; otherwise a monthly charge shall be debited from your Account. Accounts with zero balances for over twenty (20) days shall automatically be closed.

### **Imposts and Taxes**

Citibank shall withhold or deduct such amount of taxes with respect to your Account/s as may be required under applicable laws or regulations.

You agree not to hold Citibank responsible for any reductions due to impostos or taxes or any depreciation in the amount or value of your Account/s.

### **Deposit Insurance**

Pursuant to its authority to prescribe and issue rules and regulations under Section 2 (d) (1) of Republic Act No. 3591, as amended (PDIC Charter), the PDIC Board of Directors, by virtue of Resolution No. 2009-08-138, dated August 26, 2009 as amended by Resolution No. 2009-09-159, dated September 30, 2009, approved the promulgation of the following rules and regulations implementing Section 4 (g), in relation to Section 21 (f), of the PDIC Charter.

1. Deposits are insured by the Philippine Deposit Insurance Corporation (PDIC) up to a maximum amount of Five Hundred Thousand Pesos (P500,000.00) per depositor.
2. PDIC shall recognize the registered owner/holder of a Legitimate Deposit in the books of the bank as the depositor entitled to deposit insurance, except where the records of the bank show that the Legitimate Deposit is maintained in the same right and capacity for the benefit of another depositor, in which case PDIC shall recognize the latter as the beneficial owner of the account entitled to deposit insurance.
3. In cases (a) where a deposit account/s with an outstanding balance of more than the statutory maximum amount of insured deposit is/are broken up and transferred into one or more account/s; or (b) for deposit accounts and deposit transfers made in favor of individuals or of entities, either singly or jointly with individuals, from an account in the name of corporation, partnership, association, or unincorporated entity, the PDIC shall recognize the transferee/s as the beneficial owner/s of the account/s when:
  - (i) The transfer was made with all of the following conditions present:
    - a. The break-up and transfer of deposit to the transferee is for a Valid Consideration;
    - b. The details or information for the transfer, which establish the validity of the transfer from the transferor to the transferee, are contained in any of the Deposit Account Records of the bank; and
    - c. Copies of documents, which show the details or information for the transfer, such as but not limited to contracts, agreements, board resolutions, audited financial statements, orders of the courts or of competent government body/agency, are in the custody or possession of the bank upon takeover by PDIC.
  - (ii) The transferee/s is/are the Qualified Relative/s of the transferor. Qualified Relatives are transferees within the second degree of consanguinity or affinity of the transferor. Relationship shall be proven by relevant documents such as, but not limited to, birth certificates and marriage certificates.
4. Deposit Splitting occurs whenever a deposit account/s with an outstanding balance of more than the statutory maximum amount of insured deposit maintained under the name of natural or juridical persons is/are broken down and transferred into two or more accounts in the name/s of natural or juridical persons or entities who have no Beneficial Ownership on transferred deposits in their names within one hundred twenty (120) days immediately preceding or during a bank-declared bank holiday, or immediately preceding a closure order issued by the Monetary Board of the Bangko Sentral ng Pilipinas for the purpose of availing of the maximum deposit insurance coverage.
5. Upon the determination by the PDIC of Beneficial Ownership or Deposit Splitting, the outstanding Legitimate Deposit/s in the closed bank maintained for the benefit of the beneficial owner/transferor, although in the name of another person/s or entity/entities, shall be subject to consolidation with the other Legitimate Deposits of the beneficial owner/transferor in said closed bank for deposit insurance purposes.

### **Statements/Advice/Confirmations**

Statements, advice or confirmations and all other documents addressed to you relating to any of your Accounts shall be deemed to be correct unless we receive written notice to the contrary from you within ten (10) days from the date on which the statements, advice, confirmations or other documents are mailed or delivered to your address on record or otherwise made available to you. In the absence of manifest error, our records in relation to your Account/s shall be conclusive evidence with respect to your Account/s.

If you notify Citibank of any error in any statement, advice, confirmation or other document relating to your Account/s, Citibank shall investigate the error and make the corrections as appropriate. Citibank shall notify you of actions taken to correct a reported error, if any.

Except for Hold-All-Mail which are governed by separate terms and conditions, statements, advice, confirmations and other documents mailed or delivered to your address on record shall be deemed to have been delivered on the day these were delivered personally, or if sent by facsimile, upon receipt of the written confirmation of the facsimile transmission, or if sent by registered mail, seven (7) days after posting notwithstanding that the document may be returned through the post office undelivered.

In the event any document addressed to you relating to your Account/s sent via personal delivery or post is returned, Citibank will attempt to call you using your telephone numbers on record. If we are unable to successfully contact you for whatever reason, your Account/s will be considered as WHUN (Whereabouts Unknown). All returned mail will be destroyed after sixty (60) days at Citibank's discretion.

Until such time that you visit Citibank or call thru CitiPhone to update your mailing address, contact or other information, we shall not be held liable for your inability to receive any statements, advice, confirmations or other document relating to your Account/s, as well as your inability to transact, withdraw or transfer funds thru your Card or Citibank Online or Citibank Mobile Banking.

### **Checkbooks**

You shall be responsible for the safekeeping and security of your checkbooks. Only you or your duly authorized signatories may draw or issue checks against your Account/s.

Citibank reserves the right to dishonor or refuse payment on any altered or incomplete checks or checks which on its face appear to have been irregularly drawn. You agree to keep Citibank free and harmless against any and all losses, damage or liability arising from your negligence in securing your checkbooks or those resulting from altered or incomplete checks.

Your use of the Magnetic Ink Character Recognition checks printed by, or secured from, entities other than those accredited by the Banker's Association of the Philippines Accreditation Board shall constitute a waiver on the part of the drawer/issuer of the rights to claim for reimbursement, refund or damage of any kind including but not limited to those arising from fraudulent acts.

To ensure that customer checkbooks meet Citibank's specifications and security features, the use of customized designs for personal checkbooks shall not be allowed. Philippine Clearing House Corporation (PCHC) has required specific format of checks that should be followed. Further, by issuing a Citibank check, you agree to allow electronic clearing of this check and hereby waive the presentation of the original to the drawee bank.

You agree not to draw checks against insufficient funds and/or uncollected funds, and in case this arises, you agree to pay penalty charges, in addition to service charges. You shall hold the Bank harmless from all liabilities, expenses, costs that may be incurred on account of refusing payment of said item/s.

The return of checks drawn against insufficient funds (DAIF), or those drawn against uncollected deposits (DAUD), or with technical defects, shall be governed by the rules and regulations of the BSP and the PCHC. Citibank reserves the right to dishonor and return checks, at its discretion, without prior notification at any time. You shall hold Citibank free and harmless against any and all losses, damages or liability arising from such dishonor and return.

### **Handling of Original Cleared Checks drawn against Checking Account**

Citibank will no longer return the original cleared check/s to you and instead, will provide you an image of the said cleared check/s only upon your request made through CitiPhone at 995 9999 (Metro Manila) and 234 9999 (Metro Cebu) or your written request received by your branch of account.

Further, by issuing a Citibank check, you agree to allow electronic clearing of the check and hereby waive the presentation of the original to Citibank.

#### **Temporary Hold**

In case your checkbook/s is/are lost or stolen, you may request for a temporary hold (Post No Debit status) on your checking Account. This will prevent any unauthorized withdrawal from your Account. However, you agree to visit the Citibank branch where you maintain your Account/s within five (5) days from the loss of your checkbook/s so that you can close your old Account/s and open a new one.

#### **Stop Payment Order (SPO) for Issued Checks**

You may request Citibank to stop payment on any check which you have issued from your checking account with us subject to positive identification verification or by submitting to us a written request for Stop Payment Order (SPO). For manager's checks or demand drafts issued by Citibank, no SPO will be effected by Citibank unless the written request for SPO is accompanied by a sworn affidavit duly acknowledged before a Notary Public and specifically stating any one of the following reasons only within the period provided herein: lost, stolen or destroyed. You agree to comply with all necessary procedures before Citibank may effect the SPO. The SPO shall take effect on the next banking day from the date of the acceptance of your request for a SPO, which date should likewise be a banking day and within the cut-off time in Manila, Philippines. Otherwise, the SPO shall be treated as a transaction two banking days from the date of such acceptance on a banking day in Manila, Philippines. The SPO will be subject to our usual processing time, as may from time to time be amended, during banking days. For purposes of these terms, the term "banking day" shall mean any day in which commercial banks are open for business in Manila, Philippines, excluding Saturdays, Sundays and holidays. You shall not hold Citibank liable if payment is made or accrued before the SPO is effected.

You also agree:

1. To indemnify Citibank against any loss, liability, costs, claims, damage or expenses which you or any person shall suffer as a result of the non-payment of any check under your SPO;
2. That should the said check be paid through inadvertence or oversight, you shall not hold us responsible;
3. To notify Citibank immediately in writing if the said check is found, recovered or destroyed, or if for any other reason, the SPO may already be cancelled;
4. That for personal or commercial checks, you have to write Citibank before you issue any replacement check, and that you write the word "REPLACEMENT" on the face of the check. The replacement check you issue must have a different date and number from that of any of your checks that are under SPO;
5. That the SPO shall be automatically cancelled once the check becomes "stale-dated". Personal, commercial checks and manager's checks shall become "stale-dated" upon the lapse of six (6) months from their issuance and demand drafts shall become "stale-dated" upon the lapse of one (1) year from their issuance; and
6. That for checks bearing no dates, the SPO shall be effective up to six (6) months from the date of the SPO.

You agree that Citibank may automatically debit your Account for any and all charges or fees arising from each SPO.

#### **Signature Update**

You should update your signatures every five (5) years or sooner when required by us. Changes in specimen signatures and authorized signatories shall be allowed only upon receipt of a written request from you in the form acceptable to us. For joint accounts, the written request should be signed by all the depositors. For corporations, associations, clubs and other unincorporated organizations, the written request must be supported by a board resolution. For partnerships, the written request must be signed by all partners.

#### **• FUND TRANSFERS**

You may transfer funds to and from your Account/s subject to these Terms and Conditions and such fund transfer agreement with Citibank. You agree that only clear and unencumbered funds credited to your Account/s shall be available for transfer to your other Account/s. Citibank will apply its usual bank charges as well as the correspondents', agents', sub-agents' fees and charges (where applicable) to requests for outgoing funds transfers, cancellation of money transfer/refund and incoming

money transfers. Moreover, Citibank reserves the right to impose such service fees and other charges, based on its policies, and to change and amend these fees and charges from time to time. You agree that Citibank may automatically collect and debit these fees and charges from your Account/s or against the funds for remittance.

#### **Outgoing Money Transfers**

Upon your instruction and subject to existing currency rules and regulations, we will convert your funds into another currency using our prevailing selling or buying rate, subject to compliance with all requirements for such conversion. Our written statement that we have converted your funds is final. Your funds may be converted to the local currency of the country you are sending your funds to. Our correspondent, agent or sub-agent in that country will use their prevailing selling or buying rate should the funds be converted into their local or some other currency. The person you are sending your funds to may be paid in another currency different from the local currency subject to regulations and policies in that country and provided that said recipient pays for all the charges incurred by our correspondents, agents or sub-agents.

Citibank shall be free to use any of its correspondents, agents or sub-agents in the remittance of your funds and you agree to pay such correspondents', agents' or sub-agents' fees and charges, which may be debited from the funds for remittance. In the remittance of funds, Citibank may send messages in plain language, code or cipher. Citibank shall not be liable for the error, negligence, mistake or fault of any of its correspondents, agents or sub-agents, including any mutilation, interruption, omission, error, non-transmission, or delay that may take place, including those caused by delays, failures or any other disruptions in the mail, or telegraphic or telephone cable, or those caused by any telecommunication or wireless company or any of their employees or agents. Neither Citibank nor any of its correspondents, agents and sub-agents shall be held liable for any cause beyond its control.

You understand and acknowledge that Citibank cannot guarantee the time at which receiving banks or organizations will credit the account of the person you are sending your funds to.

#### **Cancellation of Money Transfer/Refund**

You may ask for the refund of your outgoing money transfers provided that Citibank has received written confirmation from you that you have cancelled the remittance and that you have given back to Citibank all copies of the drafts, if any, that Citibank has issued. In the case of money transfers in electronic form, your refund can be processed upon Citibank's receipt of funds recalled from the receiving bank. In case your funds were already converted to another currency, your refund will be made based on Citibank's applicable exchange rate at the time of the refund transaction, net of expenses that Citibank and its correspondents, agents and sub-agents have incurred.

At the discretion of Citibank, we can send your draft by mail, directly to the person it is made out to. If any draft sent by Citibank is lost, or not delivered, Citibank is hereby absolved from any loss or damage. Citibank may give a refund, or issue a second draft on the draft transmitted, only after you have executed a proper indemnity agreement in favor of Citibank.

#### **Incoming Money Transfers**

When required by existing rules and regulations or otherwise upon your instruction, Citibank shall convert incoming money transfers into the local currency or other currency using its prevailing buying or selling rate on the date your Account is actually credited. Citibank shall not be held liable for any delay or inability to credit your Account due to incomplete or incorrect details given in the remittance instructions received and such other circumstances beyond the control of Citibank. Citibank may charge you for the cost of sending tracers or clarificatory messages to the remitting bank in order to complete the processing of your incoming money transfer.

#### **Manual Payment Processing (MPP)**

Citibank has offered you electronic transmission methods with a variety of security procedures for transmitting funds transfer instructions and other communications to the Bank; you have declined to use such transmission methods for some or all of your funds transfer instruction or communications and, fully aware of the associated risks, have requested the Bank to accept instructions and other communications transmitted by the methods and security procedures selected by you ("Manual Procedures"). In order to induce the Bank to act upon communications and instructions transmitted by Manual Procedures, you hereby authorize the Bank to act in accordance with the following:

1. You shall provide the Bank with documentation as the Bank may request evidencing that the authorization and all related documents have been properly authorized and executed and are in conformity with the rules, regulations or laws to which you may be subject.
2. You may, from time to time, add or delete accounts and telephone numbers and names by delivering to the Bank an executed original statement, which shall be effective no earlier than the third Business Day after receipt by the Bank, and shall not affect the Bank's actions or omissions prior to such effective date.
3. You agree to strictly limit information about the contents of this authorization to your officers and employees who need to know, and to use your best efforts to ensure that such officers and employees at all times treat the contents hereof with strict confidentiality in order to maintain the security of the procedures established hereby. You shall immediately notify the Bank of any breach or suspected breach or compromise of the security established hereby.
4. You agree that (a) as long as the Bank acts in accordance with the Manual Procedures, the Bank shall have no further duty to verify the contents of any instructions or communication or the identity of the sender or confirmer thereof and you expressly agree to be bound by any instructions and communications, whether or not authorized, sent in your name and accepted by the Bank, and (b) the Bank is authorized to rely on each instruction received in your name in accordance with your authorization. Accordingly, you agree that the Bank shall not be liable for any losses which you may suffer on account of unauthorized instructions. The Bank shall have absolute discretion, for any reason whatsoever, to act or not to act upon, and/or request verification of any transmission received by Manual Procedures; provided, however, that the Bank shall attempt to notify you should the Bank elect to defer action until verification is delivered to the Bank. You acknowledge that the security procedures provided by the Bank including, but not limited to, tape recording of call backs are designed to verify the source of a communication and not to detect errors in transmission or content including discrepancies between account names and numbers, and that the Bank, or any intermediary, may execute an instruction by reference to the account number only, even if the name on the account is also provided. Nothing contained herein shall require the Bank to violate any applicable laws, rules or regulations on the transfer of funds or data transmission.
5. You hereby irrevocably agree that, except for the gross negligence, bad faith or wilful misconduct of the Bank, as long as the Bank acts in compliance with your instruction, you agree to indemnify and hold Citibank free and harmless from and against any and all costs, claims, losses, damages or liabilities of any nature (direct or indirect) resulting from any act or omission in connection with the subject of the instruction, including without limitation, any act, omission or delay in response to instruction to Citibank to transfer funds, together with any and all attendant costs and expenses, including reasonable legal fees and expenses.
6. Your authorizations shall in all respect be construed under and governed by the laws of the Republic of the Philippines.

#### • **JOINT ACCOUNT**

##### **Ownership of Accounts**

Any balance or credit to your Joint "And/Or" accounts (hereinafter, the "Joint Accounts"), now or in the future, is and will be jointly owned by you.

Your Joint Accounts authorize Citibank to accept, to pay, or to act upon the order of any of the co-account holders or signatories indicated in the Signature Card, upon written or oral instructions from any one of you, and automatically vests in any of you to do whatever is desired with the funds without the consent of the other co-account holders.

If, prior to acting on any instruction received from any one of you, Citibank receives contradictory instructions from any other co-account holder, Citibank will only act upon the instructions of all the co-account holders of the Joint Accounts, and if no common instruction is given by all of the co-account holders of the Joint Accounts, Citibank may, at its option, deliver the proceeds of the Joint Accounts to the appropriate court in an action for interpleader, and require you to resolve your respective claims in such action, it being understood that you shall reimburse Citibank for the cost of suit and attorney's fees it shall incur under this agreement.

All of you hereby hold Citibank free and harmless from and against any and all liabilities which may arise by reason of its implementation of any of your instruction and/or refusal to pay any proceeds of your Joint Accounts absent the requisite discharge executed by all of you to the satisfaction of Citibank.

#### **Endorsements**

All of you respectively authorize and empower each one to endorse for deposit to the Joint Account any and all checks, drafts, notes and other instruments payable or purporting to belong to any one or more of you. If we receive any of these without an endorsement, we shall endorse them in your behalf and credit this to your Accounts.

#### **Declaration that Co-Account Holders are Alive**

Whenever one or more of you withdraw from your Joint Accounts, you are doing so with the explicit affirmation that all your co-account holders are still living on the date of withdrawal. As required by law, you are declaring this to be true, under pain of perjury. Citibank shall fully rely on such declaration, and you shall hold Citibank free and harmless against any and all losses, damages, claims or liabilities which may arise as a result of its reliance on your declaration.

#### **Crediting of Funds/Proceeds**

In the absence of instructions to the contrary, Citibank shall, at its discretion, credit any and all funds it shall receive which purport to belong to any one or more of you, to your Joint Accounts. These may include the proceeds of loans/discounts which Citibank may make in favor of any one of you or for any of your Joint Accounts.

#### **Withdrawals/Payment Orders/Account Closure**

The signature of any one or all of you, as the case may be, shall operate your Joint Accounts. Each of you authorizes Citibank to transact withdrawals, checks or written payment orders or close or terminate your Joint Accounts on the basis of the signature of any one or all of you, or your respective attorneys-in-fact or legal representatives. These may include checks or credits in favor of the one who signed for these withdrawals or the closure or termination of your Joint Accounts. Citibank will process all these without inquiry or regard to disposition, even in cases where your Joint Accounts are overdrawn as a result of bank charges, and you agree to hold Citibank free and harmless from any liability arising therefrom.

#### **Charges and Penalties**

All of you will be jointly and severally liable for any overdrafts on your Joint Accounts, as well as other charges Citibank may impose in the course of the operation of the Joint Accounts. Citibank may, however, require the written consent or approval of any or all of you for fund transfers from your Joint Accounts to individual accounts any or all of you may have with Citibank.

#### **Death of Co-Account Holder**

Upon the death of a co-account holder, the funds in the Joint Accounts shall be subject to applicable Philippine laws, regulations, and orders of courts of competent jurisdiction and applicable terms and conditions.

#### **Written Notice of Death**

You must immediately furnish Citibank with an original or certified true copy of the certificate of death of the deceased co-account holder/s. The certificate of death shall be sufficient proof of such death, provided that Citibank reserves the right to require further proof or evidence as the circumstances may warrant.

#### • **PARTNERSHIPS AND CORPORATE ACCOUNTS**

Partnership and corporate accounts shall be operated and maintained in the name of the registered partnership or corporation. All transactions related to such accounts shall be conducted or effected only through the authorized signatories or representatives of the partnership or corporation.

The authority of your signatories to sign on your behalf, or to open, operate, maintain and close your Account/s, shall be evidenced by a certification from your Corporate Secretary or other equivalent officer of the approval of a resolution of your partners or board of directors, in accordance with your by-laws and your articles of partnership or incorporation and existing laws and regulations, appointing such signatories, including the extent and limits of their authorizations. You shall provide Citibank with certified copies of such resolutions, your SEC Registration Certificate, your by-laws and articles of partnership or incorporation, each as amended to date, which we will retain in our

records. You shall inform Citibank of any changes in your authorized signatories, which shall only take effect five (5) banking days upon receipt by Citibank of a certified copy of the resolutions stating the change in authorized signatories.

#### **• CLIENT INFORMATION AND UPDATING**

To help prevent money laundering and terrorist financing, Philippine laws, as well as Citi policy, require the Bank to obtain, verify, and record information that identifies each person who opens an account or establishes a relationship with the Bank. This means that when you open an account or establish a relationship with the Bank, the Bank will ask for your name, address, date of birth, and other information that will allow the Bank to identify you. The Bank may also ask to see a photo ID or other identifying documents.

You must notify the Bank immediately of any change to your mailing address (residence and/or office), email address, and/or phone numbers (landline and/or mobile), and other relevant information to avoid delays or failure in the delivery of your statement of account or other notices. You may notify the Bank of such changes through Citibank Online ([www.citibank.com.ph](http://www.citibank.com.ph)) or CitiPhone (995 9999 in Metro Manila, 234 9999 in Metro Cebu).

The Bank shall not be responsible for any consequences that may arise due to your inability to receive any statement of account as a result of your failure to notify the Bank in a timely manner of any change in your mailing address, contact or other information.

You shall also provide the Bank with such information as it may require from time to time, and shall update that information as required by the Bank from time to time, to enable the Bank or any of its affiliate to comply with any Government Requirement.

It is your responsibility to notify the Bank of any change in your other information, such as civil status, citizenship, employment details and income.

#### **• CONSENT FOR PROCESSING, PROFILING AND SHARING OF DATA AND INFORMATION**

Please read these provisions (the "Consent") on Citi Processing, Profiling and Sharing of Data and Information thoroughly. Capitalized terms used herein shall have the meanings set forth in Citi's Data Privacy Statement (version 1, 3/31/2017), the terms of which are incorporated herein by reference. Citi's Data Privacy Statement ("Data Statement") can be viewed online at [www.citibank.com.ph/DataPrivacyStatement](http://www.citibank.com.ph/DataPrivacyStatement) or in these Terms and Conditions.

The words "You" and "Your" refer to you as a banking, brokerage, credit, debit or prepaid card or loan prospect/applicant or client or Relevant Individual of a Data Subject of Citibank, N.A. Philippine Branch (Citibank) or Citicorp Financial Services and Insurance Brokerage Philippines, Inc. (CFSI) or any other entity owned or controlled by Citigroup Inc. in the Philippines (collectively, "Citi"). The words "We", "Our" and "Us" refer to Citi.

1. You agree that your application, enrollment, purchase, maintenance, access or continued use of any of Citi's products and services shall be deemed as your acceptance and agreement to be bound by the provisions of these terms.  
You hereby agree that all Personal Data (as defined under the Data Privacy Law of 2012 and its implementing rules and regulations), customer data and account or transaction information or records (collectively, the "Information") relating to you with us from time to time may be processed, profiled or shared to, by and between Citigroup Inc., and any of its affiliates and subsidiaries (collectively, "Citigroup") or each of the Authority (foreign or domestic) or Data Recipients (whether in or outside the Philippines) and for the purposes as set out in Citi's Data Statement in force provided by us to -you from time to time or for compliance with any law, regulation, government requirement, treaty, agreement or policy or as required by or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any Authority. The aforesaid terms shall apply notwithstanding any applicable non-disclosure agreement. You acknowledge that such Information may be processed or profiled by or shared with jurisdictions which do not have strict data protection or data privacy laws.
2. You agree that the Data Statement from time to time in force shall in all respects apply in relation to your application, account and any

matter arising therefrom or incidental thereto. You agree that the Data Statement is deemed to be incorporated by reference into this Consent.

3. You understand and agree that you must provide us with such information as we may require from time to time to enable us or Citigroup or relevant Data Recipient to comply with any law or regulation, government requirement, treaty, agreement or policy or as required by or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any Authority.
4. You acknowledge that we may use voice recognition technology to collect and analyze your voiceprint biometric data for the purpose of identity verification when you give instructions through the phone.
5. You consent, in connection with any proposed novation, assignment, transfer or sale of any of our rights and/or obligations with respect to or in connection with your account and any products, facilities and services available in connection with the account, to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such transaction, to the disclosure, to any such person, by us, of any and all information which may be required in relation thereto.
6. You understand and consent that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the account or relationship or Services (collectively "Termination") for a period of at least ten (10) years from the Termination of your last existing account or relationship or that of the Relevant Individual as determined by us. Where we deem it necessary or are required to fulfill foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to each of the Authority or Industry Organization, you understand and consent that the storage will be made even after a period of ten (10) years from such Termination until the final conclusion of any requirement or disclosure obligation, dispute or action.
7. For any update, change, supplement, reconfirmation or remediation of the Data Statement and/or these consents, you hereby specifically authorize the following to accept the Data Statement and to provide the consents anew to us on your behalf in any acceptable form or evidence as determined by us:
  - a. any one of the accountholders in a joint account or relationship;
  - b. principal cardholder in a card account or relationship;
  - c. any one of the security party or guarantor in a borrowing account or relationship;
  - d. company representative in an institutional or corporate client, a merchant party, a commercial card or prepaid card account or relationship; or
  - e. where any one of the above is not present as determined by us, any person as has been authorized by you to act on your behalf.
8. These provisions shall be in addition to, and not in substitution for, any other provision agreed to between Citi and us (whether before or after the date hereof) which gives broader rights of disclosure to Citi than contained herein.

#### **Additional provisions for corporations, partnerships or other juridical entities:**

You represent that you have been authorized by any Related Party, Customer Affiliate, Data Subject or other person regarding whom you have provided information to Citi to signify the latter's consent to the provisions herein, and that you have provided to and secured from any Related Party, Customer Affiliate, Data Subject or other person regarding whom you have provided information to Citi any notices, consents and waivers necessary to permit Citi, its affiliates, representatives, and its and 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 Citi in the future.

For purposes of these Terms and Conditions, "Control" means an entity that 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 thereof. "Data Subject" means an individual whose Information is processed, and may also include a juridical entity, where applicable. 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 thereof, that (i) owns, directly or indirectly, our 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).

## • **DATA PRIVACY STATEMENT**

This Data Privacy Statement ("Data Statement") is applicable to all persons who have established or propose to establish an account and/or relationship with, and/ or who have provided or propose to provide a guarantee or third party security (the "Data Subject") to: (i) Citibank, N.A., Philippine Branch, (ii) Citicorp Financial Services and Insurance Brokerage Philippines, Inc., or (iii) any other entity owned or controlled by Citigroup Inc. in the Philippines (collectively, "Citi"). This Data Statement can also be viewed online at [www.citibank.com.ph/DataPrivacyStatement](http://www.citibank.com.ph/DataPrivacyStatement). This Data Statement has been prepared by Citi in connection with the Data Privacy Law of 2012 and its implementing rules and regulations (the "DPA"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the DPA. To the extent that any similar agreement and consent involving the data and information of the Data Subject are required under Philippine bank secrecy laws and regulations, this Data Statement is applicable for such purpose.

### **1. General**

- (a) The Data Subject agrees that the use or continued use of any of Citi's products and services or maintenance of an account or relationship shall be deemed as the Data Subject's acceptance and agreement to be bound by the provisions of this Data Statement.
- (b) From time to time, it is necessary for a Data Subject to allow Citi to undertake processing, profiling and sharing of Personal Data, customer, transaction or account data and information (collectively, the "Information") in connection with the prospecting, application, establishment or maintenance of accounts or relationships, including provision of banking, credit facilities or financial, or customer services (collectively, the "Services").
- (c) Failure to supply the Information to Citi, and allow Citi to undertake processing, profiling and sharing of such Information may result in Citi being unable to provide or maintain the Services to the Data Subject.
- (d) The Data Subject warrants to Citi that where he/she or his/her representatives is/are responsible for the provision of any Information relating to any Relevant Individual (as defined below) to Citi, or actually provide/s any such Information to Citi, that he/she has informed each Relevant Individual and such Relevant Individual has given consent to, Citi's processing, profiling and sharing of the Information as described in this Data Statement, and that the Data Subject will obtain such consent in advance of providing any similar Information in the future.
- (e) The Data Subject agrees that Information of the Data Subject and a Relevant Individual may be processed, profiled and shared in and to any country/ jurisdiction as Citi considers appropriate or necessary, as described below. Such Information may also be processed, profiled and shared in accordance with the local practices and laws, rules and regulations (including any regulatory requests, governmental acts and orders) in such country/ jurisdiction.
- (f) The Data Subject understands and consents that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the Services (collectively

"Termination") for a period of at least ten (10) years from the Termination of the last existing account or relationship of the Data Subject or Relevant Individual as determined by Citi. Where Citi has deemed it necessary or required to fulfill foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to any foreign or domestic market exchange, court, tribunal and/or legal, regulatory, governmental, tax and law enforcement authority or self-regulatory organization, the Data Subject understands and consents that the storage will be made even after a period of ten (10) years from such Termination until the final conclusion of any requirement or disclosure obligation, dispute or action.

### **2. Description of the Information to be entered into the System**

From time to time, Citi may collect directly from the Data Subject, from any person authorized by the Data Subject in a manner approved by Citi, from third parties including Relevant Individuals (as defined below) and from available sources, the following data, and enter the data into any system for processing, profiling and sharing:

- (a) Personal Data and account information about the Data Subject, family members, friends, beneficiaries, attorneys, attorneys-in-fact, shareholders, beneficial owners (if relevant), persons under any trust, trustees, partners, committee members, directors, officers or authorized signatories, guarantors, other security and other individuals (collectively for all of the foregoing who are natural persons, "Relevant Individuals"), which may include names, identification particulars, contact details, products and services portfolio information, transaction activity, patterns, history and behavior, employment information, financial background, educational background and demographic data;
- (b) data and information generated in the ordinary course of prospecting, accepting applications, establishment, continuation and Termination of Services with Citi, or when a Relevant Individual gives instructions, writes checks, withdraws funds, transfers funds, deposits money, enters into a transaction or arranges banking/credit facilities for himself/herself or for any third party or participates in promos, programs, contests, surveys and other information and records, such as providing preferences, answers to questions intended for security verification, and other data the Data Subject chooses to provide; and,
- (c) Information from cookies, or other technologies deployed for analysis of visits to, usage and transactions in websites, mobile applications, SMS or the use of any information technology application of and by Citi, social media networks, data aggregators and data integrators and other available data sources and the use of the internet.

### **3. Scope and Method of Personal Data Processing, Profiling and Sharing**

The scope and method of Personal Data processing by Citi cover the following:

"Processing" refers to any operation or any set of operations performed upon Personal Data including, but not limited to, the collection, recording, organization, storing, updating or modification, retrieval, consultation, use, consolidation, blocking, erasure or destruction of data, and outsourcing of these activities. Processing may be performed through automated means, or manual processing, if the Personal Data are contained or are intended to be contained in a system.

"Profiling" refers to any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects containing that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements.

"Data sharing" or "sharing" is the disclosure or transfer to a third party of Personal Data or Information by Citi or its data processors or recipients of the data, and excludes outsourcing.

### **4. Purpose of Information Processing, Profiling and Sharing**

The Data Subject agrees that the Information may be processed, profiled or shared by Citi or any person who has legitimately obtained such data from Citi for any of the following purposes (collectively "Permitted Purposes"):

- (a) to establish, maintain or terminate accounts and establish, provide or continue banking/credit facilities or financial services including investment, trust, insurance, credit, debit, charge, prepaid or any type of card, loan, mortgage, auto loan, financial and wealth

- management products and services and otherwise maintaining accurate “know your customer” information and conducting anti-money laundering and sanctions, credit and background checks (whether such facilities or services are offered or issued by Citi, Citi’s affiliates, third parties or through other intermediaries, providers or distributors);
- (b) to provide, operate, process and administer Citi accounts and services or to process applications for Citi accounts and services, including banking/financial transactions such as remittance transactions and credit/ financial facilities, subscription or proposed subscription of products or services (whether offered or issued by Citi or otherwise), and to maintain service quality and train staff;
  - (c) to undertake activities related to the provision of the Citi accounts and services including but not limited to transaction authorization, statement printing and distribution, customer service and conduct of surveys, the provision of research reports, offering documents, product profiles, term sheets or other product related materials, administration of rewards and loyalty programs;
  - (d) to provide product related services and support, including, without limitation, provision of processing or administrative support or acting as an intermediary / nominee shareholder / agent / broker / market participant /counterparty in connection with participation in various products including investment, trust, insurance, credit, debit, charge, prepaid or any type of card, loan, mortgage, auto loan, financial and wealth management products and services (whether such products are offered or issued by Citi, Citi’s affiliates, third parties or through other intermediaries, providers or distributors);
  - (e) to fulfil foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements (including US anti-money laundering, sanctions and tax obligations applicable to Citigroup Inc., and any of its affiliates and subsidiaries (collectively, “Citigroup”) and disclosure to any foreign or domestic market exchange, court, tribunal, and/or legal, regulatory, governmental, tax and law enforcement authority (each, an “Authority”) pursuant to relevant guidelines, regulations, orders, guidance or requests from the Authority) and comply with any treaty or agreement with or between foreign and domestic Authorities applicable to Citi or Citigroup, their agents or providers;
  - (f) to verify the identity or authority of Relevant Individuals, representatives who contact Citi or may be contacted by Citi and to carry out or respond to requests, questions or instructions from verified representatives or other parties pursuant to Citi’s then-current security procedures;
  - (g) for risk assessment, statistical and trend analysis and planning purposes, including to carry out data processing, statistical, credit, risk and anti-money laundering and sanctions analyses, creating and maintaining credit scoring models, and otherwise ensuring potential or ongoing credit worthiness of Relevant Individuals and Data Subjects, including conducting banking, credit, financial and other background checks and reviews, and maintaining banking, credit and financial history of individuals (whether or not there exists any direct relationship between that Data Subject or Relevant Individual, and Citi) and creating and maintaining business development plans and activities for present and future reference;
  - (h) to monitor and record calls and electronic communications with Relevant Individuals and Data Subjects for record keeping, quality assurance, customer service, training, investigation, litigation and fraud prevention purposes;
  - (i) for crime and fraud detection, prevention, investigation and prosecution;
  - (j) to enforce (including without limitation collecting amounts outstanding) or defend the rights of Citi, Citigroup, its employees, officers and directors, contractual or otherwise;
  - (k) to perform internal management and management reporting to Citigroup, to operate control and management information systems, and to carry out business risk, control or compliance review or testing, internal audits or enable the conduct of external audits;
  - (l) to enable an actual or proposed assignee of Citi, or participant or sub-participant or transferee of Citi’s rights in respect of the Data Subject to evaluate or consummate a transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
  - (m) to comply with contractual arrangements or to support initiatives, projects and programs by or between financial industry self-regulatory organizations, financial industry bodies, associations of financial services providers or other financial institutions (each,

an “Industry Organization”), including assisting other financial institutions to conduct background or credit checks or collect debts;

- (n) to manage Citi’s relationship with the Data Subject, which may include providing information about the Data Subject or a Relevant Individual, to Citi or Citigroup;
- (o) for marketing to us and to individuals with similar profiles, attributes or behavior, banking, financial, credit, investment, trust, insurance, credit, debit, charge, prepaid or other types of card, loan, mortgage, and wealth management related products or services, conducting market, product and service research, and designing or refining any products or services including by conducting data analysis, and surveys, by various modes of communication including mail, telephone call, SMS, fax, electronic mail, internet, mobile, social media, chat, biometric, and other technological tools and development;
- (p) to comply with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Citigroup and any other use of data and information in accordance with any Citigroup-wide programs for compliance with tax, sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and,
- (q) purposes relating directly thereto.

## 5. Classes and Recipients of the Information

In addition, the Data Subject agrees that the Information may be processed, profiled and shared, to the following entities inside or outside the Philippines (each, a “Data Recipient”), in accordance with any purpose described in the Permitted Purposes:

- (a) any person, agent, broker, adviser, contractor or third party service provider who provides administrative, mailing, telemarketing, direct sales, telecommunications, call centre, business process, travel, visa, knowledge management, human resource, data processing, information technology, computer, information security, payment, debt collection, credit or business information, reference or other background checks, leads and referrals, nominee or securities clearing, consulting service, or other services to Citi in connection with the operation of the business of Citi and the Data Subject;
- (b) any person or entity which is part of Citigroup to the extent necessary to fulfil the relevant Permitted Purpose;
- (c) any drawee bank check clearinghouse, or the service provider of the foregoing, in connection with any cheque or equivalent;
- (d) credit reference or information company or bureau, and fellow users, members or subscribers of the foregoing company, bureau or agency (including, where such entities are users, members or subscribers of the foregoing, universal, commercial and thrift banks, including their trust departments, rural banks and entities with quasi-banking license issued by the BSP, including their subsidiaries and/or affiliates that are engaged in the business of providing credit; life insurance companies, mutual benefit associations and other similar entities supervised by the Insurance Commission; credit card companies; financing companies; trust entities; investment houses with quasi-banking license; non-governmental organizations engaged in the micro financing business; government lending institutions, both government financial institutions and government-owned and controlled corporations engaged primarily in lending; cooperatives engaged in lending activities such as credit cooperatives or financial services cooperatives; other entities providing credit facilities; telecommunications companies); and, in the event of default, skip or asset tracing and debt collection agency;
- (e) any person or entity to whom Citigroup is under an obligation or otherwise required to make disclosure pursuant to legal process or under the requirements of any foreign or domestic law, regulation, court order or agreement entered into, binding on or applying to Citigroup, or agreement entered into by Citigroup and any foreign or domestic Authority or between or among any two or more domestic or foreign Authorities, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any Authority, or Industry Organization with which Citigroup is required or expected to comply or participate, or any disclosure pursuant to any contractual or other commitment of Citigroup with an Authority, or Industry Organization, all of which may be within or outside Philippines including disclosure to any Authority, whether such legal process, obligation, request, requirement, agreement or guidance may be existing currently or created in the future;
- (f) any financial institution, processing agent, intermediary,

payment infrastructure provider, clearinghouse, issuer, borrower, underwriter, dealer, seller, registrar, registry, paying and collecting agent, custodian, depository, underwriter, fund manager, fund provider, insurer, credit card company, acquiring company, card network or association, securities and investment services provider, trustee or any other person who will be involved in the transactions, Services or any banking/credit or financial activities or with whom the Data Subject has or proposed to or is required to have dealings;

- (g) any actual or proposed assignee of Citi or participant or sub-participant or transferee of Citi's rights in respect of the Data Subject or any other Relevant Individual, of all or any part of the assets or business of Citi; and,
- (h) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Data Subject's obligations or those of any Relevant Individual.
- (i) third party reward, loyalty, privileges, programs or other related services and/or service or product provider;
- (j) co-branding partners of Citi (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
- (k) charitable or non-profit making organizations or other recipients of donations or contributions from the Data Subject;
- (l) the respective subcontractor, assignee, vendor or delegate of each of the above-described person or entity.

**6. Rights of a Data Subject / Amendment of Data Statement**

- (a) Under and in accordance with the terms of the DPA, any individual has the right:
  - i) to be informed whether Personal Data is being or has been processed. This includes processing through automated decision-making and profiling;
  - ii) to require Citi to correct any Personal Data relating to the Data Subject which is inaccurate;
  - iii) to object to the processing of the Personal Data in case of changes or amendments to the Personal Data supplied or declared to the Data Subject;
  - iv) to access the Personal Data;
  - v) to suspend, withdraw or order the blocking, removal or destruction of the Data Subject's Personal Data from Citi's system. It is understood and acknowledged by the Data Subject that where the Data Subject exercises his right set out in this provision, Citi reserves its right to Terminate the Services;
  - vi) In respect of each Citi entity, requests in relation to the above or for information regarding this Data Statement are to be addressed as follows:

Attention to	The Data Protection Committee c/o the Citi Country Compliance Officer
Citi Entity	Citibank, N.A., Philippine Branch Citicorp Financial Services and Insurance Brokerage Phils. Inc.
Address	16th Floor, Citi Plaza, 34th Street, Bonifacio Global City

- (b) The Data Subject hereby agrees that Citi may amend and vary this Data Statement and the account terms from time to time and that upon notification of such amended Data Statement, the contents thereof shall similarly amend, vary and supplement such account terms and conditions, agreements and/or arrangements aforesaid with effect from the date specified in such amended Data Statement, and without prejudice to the foregoing, the Data Subject's use or continued use of any of Citi's services after such change shall also be deemed as his/her acceptance and agreement to the same.
- (c) Nothing in this Data Statement shall limit the rights of Data Subjects under the DPA.

**• OFFSHORE WEALTH SERVICES**

You undertake to be responsible for and observe laws, regulations and rules applicable to your use of Offshore Wealth Services, including any tax, foreign exchange or capital controls, and for all payment, reporting or filing requirements that may apply as a result of your country of citizenship, domicile or residence or the location where Offshore Wealth Service activities may be conducted. You further undertake to transfer to a person qualified to hold the Account/s, properties or investment under

the applicable laws, rules and regulations and/or liquidate your Account/s, properties or investments, when your nationality status changes to US person. Additionally, when you subsequently change your current citizenship, mailing address, domicile or residence to an offshore address or location, you undertake to transfer to a person qualified to hold the Account/s, properties or investments under the applicable laws, rules and regulations and/or to liquidate your Account/s, properties or investments or to comply with the conduct rules of the offshore/domicile country. You agree to indemnify and hold the Bank free and harmless from any liabilities that may arise from your failure to abide by this undertaking, non-compliance with or breach of the laws, rules and regulations applicable to your use of Offshore Wealth Services.

**• ELECTRONIC MESSAGE**

You agree that the Bank may communicate with you through SMS, email, social media, instant messaging applications, or any other means of communication, for prompts, reminders and notices concerning your account ("Electronic Message"). Electronic Messages are sent to you for convenience, information, notification or demand purposes. The Bank does not guarantee the timely delivery or accuracy of an Electronic Message; it may not be current at the time of delivery due to delivery lag time. You agree that each Electronic Message may be sent to you without being encrypted and may include your personal and account information. It is your responsibility to ensure the security of your mobile phone, email account, and computer/electronic devices, and to inform us of any changes to your mobile phone number and email address in a timely manner.

You agree to hold the Bank free and harmless against any and all liability, administrative, civil or criminal, including those that relate to any secrecy laws or regulations, if any Electronic Message is viewed or accessed by any other person, as well as against any liability resulting from your failure to update your mobile number or email address with the Bank, rendering us unable to send Electronic Messages to you.

**• RECORDING OF CALLS**

You agree to have all telephone instructions or communications with Citibank or the service provider appointed by Citibank ("Service Provider") recorded. You hereby give consent to the use of any recording device or equipment that will record all telephone instructions or communications and preserve on tape or any other medium all telephone instructions or communications which you may give to Citibank or its Service Provider by telephone or otherwise. Such recorded telephone instructions or communications shall constitute binding evidence of your instructions or communications as if the same had been personally given to Citibank or its Service Provider in writing. You agree that such recorded telephone instruction or communications or their transcriptions may be used by Citibank or its Service Provider against you or any third party or replayed or communicated to any third party, for any purpose, including as evidence in any proceeding. You agree to indemnify Citibank or its Service Provider against any loss, damage, or expense, including legal fees, on a full indemnity basis, that Citibank or its Service Provider may suffer or incur from so acting on your telephone instructions or communications.

**• AMLA REPORTING**

You authorize us to make the necessary verifications, records, reports, submittals and other processes, as well as perform such acts for the purpose of complying with the Anti-Money Laundering Act (Republic Act No. 9160, as amended), its implementing regulations, and other laws or rules regulating the Account/s and you hereby waive your rights under Republic Act. No. 1405, as amended, Republic Act No. 6426 as amended, Section 55.1 of Republic Act No. 8791 and other applicable laws or regulations in this regard.

**• LIMITATIONS TO THE BANK'S LIABILITIES**

All obligations hereunder are payable solely at Citibank, N.A., Philippine branch, subject to the laws of the Philippines (including any governmental actions, orders, decrees and regulations).

**• DISCHARGE OF OUR LIABILITIES**

Citibank may, at any time, for any cause and at its sole discretion, opt to release itself from any obligation or liability in respect of your Account/s, and accordingly, Citibank may unilaterally close or terminate your Account/s at any time without stating the reason or reasons thereof. We shall send you a Manager's check or draft without recourse to us, for the entire credit balance of your Account/s, net of all applicable charges,



fees and taxes due from you in respect of any service availed of by you in connection with your Account/s to your address on record. If necessary, Citibank may also send other documents pertinent to transferring any claims it may have on your Account/s.

Upon the closing or termination of your Account/s, you agree to hold Citibank completely free and harmless from any and all liabilities, claims and demands arising from the closing or termination itself or the dishonor of any check presented to Citibank after the closing of your Account/s. Your waiver shall apply to any claims arising from the exercise of our responsibility to report the closing of your Account/s and the reasons therefor to the BSP, Bankers Association of the Philippines (BAP) or its recognized central monitoring body and other governmental agencies.

#### • **DORMANT ACCOUNTS**

An Account which remains inactive (no deposit or withdrawal transactions) for two (2) years for savings accounts and for one (1) year for current or checking accounts will be considered dormant and a corresponding monthly service fee shall be imposed on said dormant Account. If after ten (10) years, the Account still remains inactive, it will be closed and the balance escheated in favor of the Treasurer of the Philippines as an Unclaimed Account in accordance with Republic Act No. 3936, as amended, or the Unclaimed Balances Act.

#### • **GARNISHED ACCOUNTS**

Upon receipt by Citibank of a notice or order from a court or other competent authority directing the garnishment, attachment, freezing, sequestration or receivership of your Account/s, Citibank shall automatically transfer the amount required to be garnished from your Account/s to a non-interest bearing account on a post no debit (PND) status, except with respect to time deposit accounts, which shall upon maturity thereof be treated as a savings account in accordance with existing regulations and thereafter be automatically transferred to a non-interest bearing account as provided above. Citibank shall only lift the PND status and release the garnished, attached, frozen or sequestered amount to the proper party upon the presentation by the claimant of a certified true copy of the Notice of Lifting of Garnishment or other relevant court order or order of competent authority and valid identification and the submission of a proper indemnity agreement acceptable to Citibank.

Citibank shall notify you of its receipt of the notice or order of a court or other competent authority directing the garnishment, attachment, freezing, sequestration or receivership of your Account/s and other properties or investments with us. Citibank shall not be obliged to notify you of its receipt of any Notice of Lifting of Garnishment or other court order or order of competent authority directing the lifting of the garnishment, freezing, sequestration or receivership of your Account/s or other properties or investments or the release thereof.

#### • **MISHANDLED ACCOUNTS**

In case you mishandled any of your Accounts, including using your Account/s to perpetuate fraud or illegal or unauthorized activities or issuing unfunded or insufficiently funded checks, or on account of any misrepresentation committed in the opening of your Account/s, Citibank may close your Account/s without prior notice to you.

Subject to applicable laws and regulations, Citibank may report the closure of your Account/s and the reasons for such closure to the BSP, the BAP or to any central monitoring entity or body established by the BSP or the BAP, without prior notice to you and your co-account holders, if any, to record and monitor mishandled deposit accounts of its member banks.

You agree to hold Citibank free and harmless against any and all losses, damages, liabilities, claims and demands of whatever kind or nature in connection with or arising from the closing of your Account/s, the dishonor of any check issued thereunder which may be presented to Citibank after the closing of your Account/s and the reporting of the closure of your Account/s and the reasons therefor to the BSP, BAP, or any central monitoring entity or body established by the BSP or BAP to keep record of and monitor mishandled accounts.

#### • **NON-RESIDENTS WITH PESO ACCOUNTS**

Non-residents may open Peso Accounts subject to approval by Citibank and to applicable laws and regulations of the Republic of the Philippines, including those requiring all Peso Accounts by non-residents to be funded only by inward remittances of foreign exchange or the proceeds of conversion of properties located in the Philippines. You agree that you are responsible for and assume any and all taxes with respect to your Peso Accounts that may be required under applicable laws and regulations.

Any outward remittance of funds from your Account/s shall comply with applicable Philippines laws, rules and regulations.

#### • **U.S. PERSON DECLARATION AND ACCOUNT HANDLING**

If you are a U.S. person, you will identify yourself as one, provide your U.S. taxpayer identification number, and comply with documentation requirements per U.S. regulations. You declare under penalties of perjury that:

1. The U.S. tax identification number you indicate is true and correct; and
2. You agree to waive any bank secrecy, privacy or data protection rights related to your Accounts.

Should you fail to identify yourself as one, to provide your US taxpayer identification number, or to comply with documentation requirements per U.S. regulations, the Bank shall, without need of any notice or demand to you and without prejudice to the imposition of the applicable backup withholding tax, as may be prescribed under US and Philippine tax laws and regulations, undertake the following actions:

1. For your Checking Accounts / Savings Accounts, the Bank shall automatically convert your Checking Accounts/ Savings Accounts to be non-interest bearing and where deemed necessary by the Bank, put the same under post no credit status (i.e., no deposits, credits, payments, remittances, checks can be credited or made into the Accounts) effective immediately without need of any notice or demand. The Bank shall give you fifteen (15) calendar days from transmittal of a notice to your address of record within which to submit the documentation requirements such as W9, waiver of bank secrecy. Should the Bank fail to receive the documentation requirements, regardless of any return-to-sender or whereabouts unknown status, the Bank shall, without need of additional notice or demand subsequently process closure of your Checking Accounts / Savings Account after the lapse of the said fifteen (15) calendar days by issuing a Manager's Check / Demand Draft of your remaining balance, less any outstanding fees and charges owing to the Bank and delivering this to your address of record. Should your Accounts be under return-to-sender or whereabouts unknown or blocked status, any undelivered or unclaimed or uncleared Manager's Check / Demand Draft or the funds shall be kept with the Bank (with no interest payment) while awaiting your disposition or until it is remitted to the Bureau of Treasury pursuant to the Unclaimed Balances Law, whichever is earlier.  
With the closing of your Checking Accounts, you are put on notice to retrieve any checks you may have issued in order to avoid any returned checks and to refrain from further issuing checks drawn against the Checking Accounts. Any such checks issued by you, regardless of the date appearing on the face of the check, shall automatically be dishonored upon the closure of your Checking Accounts.
2. For your Time Deposit Accounts, the Bank shall automatically pre-terminate/terminate your Non-CASA Accounts and where the proceeds are available, credit the principal proceeds to your Checking Accounts / Savings Accounts which are maintained at non-interest bearing and as necessary, under post no credit status. The Checking Accounts / Savings Accounts to which the proceeds are credited will abide by the above described process. In the event that you do not maintain any Checking Accounts / Savings Account, the Bank shall, without need of additional notice or demand subsequently process closure of your Time Deposit Accounts after the lapse of the said fifteen (15) calendar days by issuing a Manager's Check / Demand Draft of your remaining balance, less any outstanding fees and charges owing to the Bank and delivering this to your address of record. Should your Accounts be under return-to-sender or whereabouts unknown or blocked status, any undelivered or unclaimed or uncleared Manager's Check / Demand Draft or the funds shall be kept with the Bank (with no interest payment) while awaiting your disposition or until it is remitted to the Bureau of Treasury pursuant to the Unclaimed Balances Law, whichever is earlier.
3. For your Market Linked Accounts, Premium Accounts and such other accounts maintained with the Bank (the "Non-CASA and Time Deposit Accounts"), the Bank shall process the liquidation of your Non-CASA and Time Deposit Accounts pursuant to the following procedure: (a) upon maturity, only the available proceeds (less any interest earnings and outstanding fees and charges owing to the Bank) will

be credited to your Checking Accounts / Time Deposit Accounts which are maintained at non-interest bearing and as necessary, under post no credit status. The Checking Accounts / Savings Accounts to which the proceeds are credited will abide by the above described process. In the event that you do not maintain any Checking Accounts / Savings Account, the Bank shall, without need of additional notice or demand subsequently process closure of your Non-CASA and Time Deposit Accounts after the lapse of the said fifteen (15) calendar days by issuing a Manager's Check / Demand Draft of your remaining balance, less any outstanding fees and charges owing to the Bank and delivering this to your address of record. Should your Accounts be under return-to-sender or whereabouts unknown or blocked status, any undelivered or unclaimed or uncleared Manager's Check / Demand Draft or the funds shall be kept with the Bank (with no interest payment) while awaiting your disposition or until it is remitted to the Bureau of Treasury pursuant to the Unclaimed Balances Law, whichever is earlier.

#### • **WITHHOLDING**

You understand that you are responsible for all taxes on amounts paid or returned to you by the Bank. If required by any applicable Government Requirement, you authorize the Bank to deduct or withhold for or on account of taxes on such amounts.

#### • **PREVENTION OF PERFORMANCE**

The Bank will not be responsible for any failure to perform any of its obligations with respect to any product or service offered hereunder if such performance would result in a breach of any Government Requirement or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations will be suspended for so long as the Force Majeure Event continues (and, in the case of the Bank, no other branch or affiliate shall become liable). The Bank will not be responsible for any action taken to comply with economic sanctions or Government Requirements (and no other branch or affiliate shall become liable). "Force Majeure Event" means any event due to any cause beyond the control of the Bank, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any communication, clearing or payment system, sabotage, fire, flood, explosion, acts of God, economic sanctions, Government Requirements, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government or similar institutions.

#### • **FEES, CHARGES AND PENALTIES**

Citibank may impose and deduct such fees and charges as may be necessary in the maintenance of your Account/s and use of its facilities and services. These may include charges for mishandled accounts and/or investments. You agree that the amount of said fees or charges may be revised from time to time as Citibank may deem necessary. A full list of fees, charges and penalties is available in a separate brochure.

#### • **CREDIT ACCOMMODATIONS**

We may grant you credit accommodations by purchasing your receivable, as evidenced by a check payable to you. Your check receivable must be drawn against Metro Manila or Cebu banks.

If the checks we purchase be returned unpaid, or we over pay you, or you receive funds not due you, then you authorize us to do the following:

1. Offset, pre-terminate, debit and appropriate such moneys, deposit and investment accounts, credit lines, stocks, bonds or other properties or rights of any kind or nature whatsoever, whether matured or not (in accordance with the terms and conditions stated in the Liens or Legal Claims section hereof);
2. Sell and collect the proceeds of these accounts or properties;
3. Use these proceeds to pay for your credit accommodation.

We may do all at any time and at our sole discretion. In addition, you agree to hold us free and harmless from any and all liabilities arising from your credit accommodation. You also agree to pay us for whatever costs and damages we may incur due to this accommodation.

#### • **CITIBANK ATM CARD / DEBIT CARD**

##### **Issuance of Citibank ATM/Debit Card ("Card")**

The Bank may, at its sole discretion, issue the Card which you may use to access your Account/s through the Automated Teller Machines (ATMs)

or to make a retail purchase through the Point of Sale (POS) terminal networks of the Bank, its offices, branches, subsidiaries, affiliates, correspondents, agents and representatives and third parties selected by any of them or the Bank and other parties, such as Mastercard network, BancNet and retail merchants. The Bank will not be liable for any loss or damage that may result due to your failure to pick-up your Card after the stated period. If you fail to claim your Card, we will be required to destroy the Card for your protection. In the event that the Card is lost or stolen and your signature is forged or the unique personal information is used or the Card is used for fraudulent purposes or unauthorized activities, you remain liable until the incident of loss or theft of the Card is reported through CitiPhone at 995 9999 (Metro Manila) or 234 9999 (Cebu).

#### **Ownership**

The Card shall remain the property of the Bank. You agree that the Bank may, at its sole discretion, suspend, block, terminate or cancel the Card at any time for any reason, with or without need of prior notice to you. Upon our request, you agree to surrender the Card to us immediately. You agree that the Bank shall not be liable for the suspension, blocking, termination or cancellation of the Card. The Card shall be for your exclusive use and is not transferable.

#### **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.

#### **Linkage**

All your deposit and loan accounts are automatically linked to your Card unless you specify otherwise in the Relationship Opening Form. All ATM transactions involving loan accounts are governed by the terms and conditions specific to the particular loan product.

#### **Card PIN**

You shall personally encode your Card Personal Identification Number (PIN) at the Citibank branch where you maintain your Account/s. The Bank may exercise at its discretion the option to deliver your Card PIN through mail.

Your Card PIN is strictly confidential. For your own protection, you agree never to disclose your Card PIN to anyone. You shall in all circumstances accept full responsibility for all transactions processed thru the use of the Card and the Card PIN whether or not the transactions were made with your knowledge or with your authority. You shall hold the Bank free and harmless from any and all losses, damages or liabilities you shall suffer as a consequence or as a result of your disclosure, whether deliberate or unintentional, of your Card PIN.

#### **ATM Deposits**

The amount of cash or check deposits made through the ATM shall be subject to verification by the Bank. The actual amount verified by the Bank will be deemed the correct amount you have deposited. All deposits you make after the daily cut-off time will be credited on the following banking day. Check deposits, however, are subject to normal clearing periods. Cash or check deposits made on Saturdays, Sundays, holidays or non-banking days shall be considered transactions of the next banking day.

#### **Withdrawals and Purchases**

You authorize the Bank to automatically debit from your Account the appropriate amount corresponding to the amount of the withdrawal or purchase you make, or its equivalent in allowable currency, and in accordance with our record of transactions. Each transaction record evidencing every withdrawal from an ATM or every purchase outside the Philippines, in addition to this agreement, shall constitute your written application to purchase and authority for us to sell foreign exchange for non-trade purposes, as required under BSP Circular No. 645, as the same may be amended from time to time.

All withdrawals or purchases you make with the Card outside the Philippines consist of two interrelated transactions: a withdrawal or payment at the Philippine branch, and a remittance to the country or such other jurisdiction where you make the transaction. Your right of withdrawal or purchase is thus subject not only to Philippine laws but also the laws and regulations of the country where you actually withdraw your funds or make your purchase. Your international ATM withdrawal or purchase shall be in a currency permitted at the institution which owns

the ATM or where you made your purchase. The equivalent in US Dollars will then be debited against your Account.

The amount you may withdraw or debit for your purchases within and outside the Philippines shall be subject to such limits as the Bank may set in the case of ATM withdrawals and as you may set in the case of POS transactions. Such limits shall be subject to change from time to time. In the event the system is off-line, the Bank may further reduce the limit for withdrawals made outside the Philippines.

Withdrawals and purchases outside the Philippines are subject to charges at point of withdrawal and at Point-Of-Sale.

Whenever you use your Card in ATMs and POS terminals, whether within or outside the Philippines, you agree that the processing of your Card transactions shall be subject to the collection, storage and communications of all data (such as Account balance) relating to your Account/s. The processing of your transactions may be performed, in whole or in part, electronically. Accordingly, apart from the Bank, there may be other entities which shall have access to, and may have to collect, store or communicate, data relating to your Account/s in the processing of your Card transactions. These entities are part of the Citishare network, the organization responsible for routing all transactions among Citibank businesses and third-party, such as ATM and Mastercard networks worldwide, and/or of the BancNet network, the local network responsible for routing all transactions among the member banks.

You understand that the Bank does not have any control over:

1. The participants and processors in the Citishare or BancNet network;
2. The procedures they adopt in electronically transmitting or receiving data or information for your transaction;
3. The accuracy of such data/information; or
4. ATMs located within or outside the Philippines owned or operated by these BancNet or Citishare network participants and processors and/or by the third party banks, ATM and Mastercard networks worldwide.

Accordingly, you agree that the Bank shall not be liable for any loss or damage of whatever nature which you may suffer as a result of or in connection with the processing of your transactions through BancNet or Citishare network participants and processors or through third party banks, Mastercard and ATM networks worldwide, including those arising from the collection, storage and communication of data relating to your Account/s or the electronic transmission or receipt of data or information relating to your Card transactions or Account/s, such as, without limitation:

1. In case you are unable at any time to use your Card or avail of any service due to the disruption or failure of communication facilities;
2. Arising out of any rejection, disruption, failure or delay relating to the use of your Card or availment of any service where such rejection, disruption, failure or delay is due to circumstances beyond the reasonable control of the Bank; or
3. Arising out of unauthorized or fraudulent access or utilization of your Card or any service.

Whenever you use your Card in ATMs or POS terminals, you consent to:

1. The collection, storage, communication and processing of all pertinent data, such as your Account balance, by any means necessary to maintain appropriate transaction and Account records;
2. The release and transmission of all these necessary data to participants and processors in the BancNet and/or Citishare network and/or by the third party banks, ATM and Mastercard networks worldwide;
3. Their retention of these data; and
4. Their compliance with all applicable laws and regulations governing disclosure of information to which they are subject.

Consequently, you agree to hold the Bank free and harmless from any and all losses, damages or liabilities arising from the rejection or non-completion of your local and/or international ATM and POS terminal transactions for any reason whatsoever including, but not limited to, the improper designation of the Account from which your transaction shall be debited or credited.

### **Debit Transactions**

Debit transactions shall be deemed to be cash withdrawal transactions and you hereby authorize the Bank to debit the bank Account you designated or you agree to be linked for POS transactions to be the source of funds for your purchases for the total amount of any payment effected with the Card in accordance with the Bank's record of transactions. The Bank shall not be held liable for any act or omission by any merchant accepting the Card howsoever caused, including but not limited to, any refusal to accept the Card, or any statement or other communication

made in connection therewith, or any defect or deficiency in or quality issues with goods or services.

### **International ATM/ Debit Access**

For international ATM withdrawals and retail purchases through POS terminals, you authorize the Bank to debit from your Account an equivalent amount of the transactions made in currencies other than your currency of account. The exchange rate applied is determined on the date of posting to the Card and may be different from the rate in effect on the date the transaction is made. 3.02% shall be charged on the converted amount of foreign transactions, representing the Bank's service fee, and any assessment fee(s) charged by Mastercard.

### **Available Funds in the Account**

You agree never to use, or attempt to use, your Card for any transaction, such as withdrawal or transfer of funds or purchase, unless you have sufficient funds in your Account.

### **POS Limit**

For Citibanking Account Holders, the maximum limit possible is P100,000 daily. For Citi Priority Account Holders, maximum limit possible is P150,000 daily. For Citigold Account Holders, the maximum limit possible is P200,000 daily. You can opt to set this limit to zero. This limit is subject to the availability of the funds in your Account.

### **Disputes**

In the event that there is a dispute arising from or in connection with POS transactions, you have up to 60 days from the date of transaction to raise the dispute/complaint. A fee will be debited for every sales slip that was retrieved during the course of the investigation. If the Bank's investigation results show that the transaction is invalid, the Bank will credit back to your Account the amount equivalent to the disputed transaction. No interest will be paid during the pendency of the dispute. In addition, interest where applicable, will resume only once the amount is credited back to the Account. If the transaction is valid, the Bank will not credit back any amount to your Account.

### **Conversion Rates**

For international ATM withdrawals and POS retail purchases, you authorize the Bank to debit from your Account the equivalent amount of any withdrawal, transfer or purchase you make in currencies other than the currency of your Account. The Bank shall base the equivalent amount on the exchange rates determined by the Global Management at Citibank, N.A., New York, U.S.A. ("Citi NY"). Citi NY bases its rates on a certain spread above the prevailing interbank rates at 5 p.m. Eastern Standard Time.

More specifically, withdrawals against US Dollar accounts in currencies other than US Dollar ("third currency") will be converted into US Dollars based on the rate set by Citi NY. For withdrawals from or purchases using Peso accounts, the third currency amount is first converted to US Dollar in the manner provided above, and the US Dollar amount is converted to its Peso equivalent based on the exchange rate set locally by the Citibank Treasury Group.

### **Transaction Records**

The transaction records generated, kept and maintained by the Bank shall be conclusive and you agree to accept and be bound by these transaction records.

### **Joint Accounts**

In case of Joint Accounts, all the Account holders agree that all transactions done thru the Card will be binding on each of the Account holders, jointly and severally.

### **Responsibility for Transaction**

You shall be fully responsible for the security of your Card. You shall be responsible for all transactions made or initiated using your Card whether or not you know about such transactions and/or authorize them. The Bank is duly authorized to effect such transactions using your Card, such as to debit any and all of your Accounts and effect withdrawals, transfers and debits from your Accounts according to your transaction records.

## **Liability for Phishing**

You understand that your Account/s may be compromised through phishing that will enable unauthorized person/s to withdraw money from your Account/s using your unique Card number and unique ATM/Debit Card PIN which you will have provided through any of the following means: (a) response to an email request for your Account information via a spoof Citi or Citibank website; (b) use of email or internet facility (other than the secured Citibank website) through which you provided your account information; (c) any other similar or analogous means.

You acknowledge that you were provided by us at account opening an awareness briefing on phishing, circumstances that enable phishing to occur and your indispensable role in its consummation. You expressly acknowledge that you were furnished copies of educational materials on phishing.

You undertake to cooperate, through all reasonable means, with our efforts to prevent phishing, and accordingly, you shall exert all means to prevent the disclosure of your Card information, Account and personal information and Card PIN to any unauthorized person. You agree that you should be held wholly liable (aside from your usual authorized withdrawals) for any and all future withdrawals from your Account/s that may result from phishing. You further agree to indemnify and hold free and harmless the Bank, its officers, directors, employees, agents and representatives against any and all losses, damages, penalties, liabilities and costs of any kind.

## **Loss/Theft**

If the Card is lost or stolen, you must immediately report the same by calling CitiPhone. The Bank 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 CitiPhone.

In the event the Bank replaces your lost Card, the Bank will create a new Card with a new number and a new Card record. For reasons other than loss, the Bank will give you a new Card, but will retain the old Card number and record. The Bank may charge you a specified fee for the replacement of a lost or stolen Card.

## **Card Replacement/Change of Card PIN**

We both agree that changing your Card PIN and/or replacing your Card does not mean cancellation of our old contract and the beginning of a new one.

## **Termination**

You must immediately return the Card to us for cancellation in case you decide you no longer need it or if the Bank at its discretion, decides to withdraw the Card for any reason whatsoever. You shall hold us free and harmless from any liability arising from the cancellation.

## **Suspension of Privileges**

The Bank may, at any time, for any cause, at its sole discretion, and without notice, suspend or terminate your ability to use the ATM/Debit Card at an ATM or to make retail purchases. The Bank shall not be liable for any loss or damage you may incur as a result of such suspension or termination. You agree that no other branch, subsidiary or affiliate of Citibank, N.A. and our Head Office (Citi NY) shall be liable or responsible to you with respect to your Card and your Card transactions.

## **• LIENS OR LEGAL CLAIMS/RIGHT TO SET-OFF**

Citibank may assert a lien or legal claim on any of your Accounts (including Joint Accounts in respect of any one or more of the co-account holders), investments or properties in the custody, possession or control of Citibank or its branches, subsidiaries and affiliates at any time with or without prior notice to you, and apply all or part of your funds or properties to offset a corresponding amount of any debt, matured or unmatured, you or any of your co-account holders may owe us. You irrevocably constitute Citibank as your attorney-in-fact with full power and authority to inquire about and assert our lien or legal claim on your Account/s, investments or properties and to collect and receive any such proceeds of your Account/s, investments or properties from any of our branches, subsidiaries and affiliates.

You authorize the disclosure of information relating to your Account/s, investments or properties to and between/among branches, subsidiaries and affiliates for the above-stated purposes.

## **• APPLICABILITY OF PHILIPPINE LAWS**

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines and any legal proceedings with respect thereto shall be filed exclusively in the proper court sitting in Makati City.

## **• SEPARABILITY CLAUSE**

In case any portion of this agreement is declared invalid, illegal or unenforceable under any applicable law by a competent legal authority, such invalidity, illegality or unenforceability shall not affect the other portions which shall remain to be valid and binding.

## **• AGREEMENT TO BE BOUND**

You unconditionally agree to be bound by these Terms and Conditions and such other terms and conditions and such additional rules and regulations we may subsequently make relating to your Account/s or otherwise involving the use of the Card, CitiPhone, Citibank Online, Citi Mobile Banking, Citibank Alerts, Citibank Electronic Statements, Citibank Electronic Advice, Citibank Online and Mobile Banking Security Device/One-Time PIN via Citi Mobile Banking App, One-Time PIN, and all other Citibank services and facilities. You likewise agree to be bound by any and all laws, rules, regulations and official issuances applicable on the matter, now existing or which may herein after be enacted, issued and enforced, as well as the terms and conditions governing the availment of products or the use of the other facilities, benefits or services which may from time to time be made available by Citibank in connection with your Account/s or the ATM/Debit Card. If we deem it necessary, we may also change, supplement or revise these Terms and Conditions. We shall inform you of these changes by posting a clear and a visible notice within our premises. You agree to be bound by all these changes immediately upon their effectivity.

You have read, understood and agreed to all the terms and conditions herein stated, including the terms and conditions governing the use of CitiPhone, Citibank Online, Citibank Alerts, Citibank Electronic Statements, Citibank Electronic Advice, Citi Mobile Banking, Citibank Online and Mobile Banking Security Device / One-Time PIN via Citi Mobile Banking App, One-Time PIN, and any amendments thereto, as evidenced by your signature on the Relationship Opening Form or the signature cards, or your use of the Card or Citibank's services and facilities such as CitiPhone, Citibank Online, or Citibank Electronic Statements, or your maintenance and operation of your Accounts.

## **• CITIPHONE TERMS AND CONDITIONS**

### **CitiPhone Services**

Your use of the CitiPhone facility constitutes your agreement to the CitiPhone Terms and Conditions, as the same may be amended from time to time. You likewise agree that by using the CitiPhone facility in relation to your Account/s, we, or our service provider operating the CitiPhone facility ("Service Provider"), may at our sole option and discretion, record all your telephone instructions or communications. You agree that such recorded instructions or communications, or transcriptions thereof, may be used by us or our Service Provider against you or any third party or replayed or communicated to any third party, for any purpose, particularly as evidence in any proceeding, judicial or administrative.

For CitiPhone services which allow you to access all your Accounts, you agree that any telephone instructions you give orally and electronically, your identity having been established through our verification process, will bind you. You hereby accept full responsibility for all transactions executed through CitiPhone and in particular, in ensuring the accuracy and completeness of your instructions. Citibank or our Service Provider shall not be liable for any loss, damage or expense which you may suffer as a result of our or our Service Provider acting on telephone instructions CitiPhone having established your identity through our verification process. You agree to indemnify us or our Service Provider against any loss, damage, cost, expenses and fees (including legal fees on a full indemnity basis) which we or our Service Provider may suffer or incur arising from so acting on your telephone instructions.

### **Acceptance of Instructions**

We or our Service Provider is/are entitled, at our discretion and without notice to you, to refuse to act on any telephone instruction. We or our Service Provider is/are also entitled to ask for written confirmation of your telephone instruction even if the T-PIN or other identifier(s) given over the phone is correct and valid. We or our Service Provider reserve/s the right to refuse to act on any telephone instruction until we or it receive/s a written confirmation of your instruction.

You likewise agree that we may accept and execute instructions on any Bank transaction given by you either in person or by telephone (with no need for a call-back procedure), cable or telex or facsimile transmission or by electronic mail, the internet or ATM or point-of-sale terminal (or by any other telecommunications or electronic mode of communication whatsoever). You agree that we may rely on such instructions (whether oral, written or electronic) given by any person purporting to be you, which are referable to you in accordance with our prescribed verification procedure prevailing at that time.

### **Transfer of Funds within Citibank**

CitiPhone performs only first party transfers. You can instruct Citibank or our Service Provider to transfer funds only from your Account/s to your other Account/s. You may also instruct us or our Service Provider to transfer funds from your Account/s to pay your credit card accounts, loan accounts, or selected bills.

Transfers done with Automated Voice Response (AVR) can only be done among your Accounts of the same currency. CitiPhone will help you if you wish to make a transfer between Accounts of different currencies.

Transfers from the Cash Secured Line to your Account are allowed. However, transfers from Mortgage Power and other loan accounts to any of your Accounts are not allowed. Loan to loan payments are not allowed.

### **Change of Address/Telephone Number/Other Customer Records**

You must inform us immediately of any change in your residence, office or mailing address or telephone number either in writing or through CitiPhone. We or our Service Provider shall send you a reply, via mail or email, confirming any changes you made regarding your residence, office or mailing address, telephone number and other non-financial information we have on record. You may also personally update your contact details through Citibank Online.

### **Charges**

You can avail of the CitiPhone services free of charge. However, we will apply the usual bank charges to request for the stop payment of checks, checkbook re-orders, manager's check, demand drafts and telegraphic transfers. We reserve the right to impose such service fees and other reasonable charges, based on our policies, and to change and amend these fees and charges from time to time. You agree that Citibank may automatically collect and debit these fees or charges from your Account/s.

### **CITIBANK ONLINE, CITIBANK ALERTS, CITI ELECTRONIC STATEMENTS AND ELECTRONIC ADVICE USER AGREEMENT**

The words "You", "Your" and "Yours" refer to any holder of a Citibank, N.A. Philippine Branch Automated Teller Machine (ATM) Card ("Citibank ATM 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"), 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**

Citibank Online means Citi's online electronic banking and electronic brokerage facility wherein we provide and you avail through

the medium of the customer terminal and Citibank Online or via Citi Mobile Application (Citi Mobile App) certain products and services to you. For the purpose of these terms and conditions, the term "Citibank Online" covers "Citibank Online" and "Citi Mobile App".

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 making a request through Citibank Online, or for a new Cash Advance PIN by making a request through Citibank Online. 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 or at any of our branches.

#### **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 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 non-infringement 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, advice 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 Citibank Online.

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 (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 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 provide 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. 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, 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.

## **18. 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.

## **19. 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.

## **20. ELECTRONIC MESSAGE**

You agree that the Bank may communicate with you through SMS, email, social media, instant messaging applications, or any other means of communication, for prompts, reminders and notices concerning your account ("Electronic Message"). Electronic Messages are sent to you for convenience, information, notification or demand purposes. The Bank does not guarantee the timely delivery or accuracy of an Electronic Message; it may not be current at the time of delivery due to delivery lag time. You agree that each Electronic Message may be sent to you without being encrypted and may include

your personal and account information. It is your responsibility to ensure the security of your mobile phone, email account, and computer/electronic devices, and to inform us of any changes to your mobile phone number and email address in a timely manner.

You agree to hold the Bank free and harmless against any and all liability, administrative, civil or criminal, including those that relate to any secrecy laws or regulations, if any Electronic Message is viewed or accessed by any other person, as well as against any liability resulting from your failure to update your mobile number or email address with the Bank, rendering us unable to send Electronic Messages to you.

## **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 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 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 your 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 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 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 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 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. CITI ELECTRONIC STATEMENTS AND ELECTRONIC ADVICES

Citi® Electronic Statement / Electronic Advice means Citi's online viewing facility wherein we provide through the medium of the customer terminal and Citibank® Online / Citi Mobile® App or as an attachment in an e-mail the electronic form of the monthly statement/s of your Accounts (the "Statement of Account") or of the notification letters/letter-advice regarding your Accounts (the "Advice"), to allow you to view the Statement of Account and/or Advice online. The Electronic Statement and/or Electronic Advice contain information regarding any of your Accounts with Citibank® or CFSI.

By signing up for and using the Citi Electronic Statement (also known as "e-Statement") and/or Citi Electronic Advice (also known as "e-Advice") service/facility, you have accepted and agreed to be bound by all operational rules and general terms and conditions governing Citi Electronic Statement / Electronic Advice, including without limitation all the following paragraphs and to pay any fee associated with the use of Citi Electronic Statement/Electronic Advice. By signing up for and using either Citi Electronic Statement or Citi Electronic Advice, you further agree to be enrolled in the other service/facility and in the Citi Alerts Service.

You likewise agree to be bound by any and all laws, rules, regulations and official issuance applicable to Citi Electronic Statement / Electronic Advice, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services we may from time to time make available to you in connection with Citi Electronic Statement / Electronic Advice, such as but not limited to the Citi Alerts Service.

- a. Enrollment. You shall enroll in Citi Electronic Statement / Electronic Advice and provide your e-mail address before you are allowed to use Citi Electronic Statement / Electronic Advice. We have the absolute discretion, without giving any reason or notice, to reject any request for enrollment in Citi Electronic Statement / Electronic Advice. You may opt to have your Statement of Account or Advice delivered to you as an attachment in an e-mail using the e-mail address you have provided or to receive an email

notification that the Electronic Statement or Advice is ready for viewing in Citibank Online.

On the other hand, you agree that, if you provide your email address to us upon account opening or any time thereafter while you maintain an Account/s with us, you shall be enrolled in Citi Electronic Statement/Electronic Advice service, unless you cancel your enrollment. You shall be fully responsible to inform Citi of any changes to your email address in a timely manner and to monitor the due performance and compliance of your obligations.

You agree that, upon your enrollment in Citi Electronic Statement / Electronic Advice, we shall no longer deliver the paper form of your monthly Statement of Account and any Advice to your mailing address. Instead, we will generate on the business day after your statement date and make available or deliver, as appropriate, within five (5) business days after your statement date, and you agree to accept and view online in a timely manner, the electronic form of your monthly Statement of Account. For Electronic Advice, we will generate the Advice on the business day after the date of fulfillment of the transaction or following the relevant date in case of non-transactional activities/items and make available or deliver, as appropriate, within five (5) business days after such date and you agree to accept and view online in a timely manner the electronic form of your Advice. Your Electronic Statement / Electronic Advice shall be deemed delivered five (5) business day after statement date for Electronic Statement, or five (5) business days after the relevant date for Electronic Advice, respectively.

Once you have enrolled an Account in Citi Electronic Statement/Electronic Advice facility, all your Accounts will be enrolled.

We reserve the right to impose a fee for Citi Electronic Statement / Electronic Advice at our absolute discretion at any time without your prior consent.

- b. Access to/Viewing Electronic Statement/Electronic Advice. The Electronic Statement shall be available for viewing on Citibank Online no later than 5 business days after statement date and the Electronic Advice shall be available for viewing on Citibank Online no later than 5 business days after the relevant date. You may view your Citi Electronic Statement / Electronic Advice through the Citibank Online at our website at [www.citibank.com.ph](http://www.citibank.com.ph) with the use of your Citibank Online Username, Password and OTP, or in the case of Electronic Statement / Electronic Advice which is/are sent as an e-mail attachment, through your email with the use of an Electronic Statement / Electronic Advice Password. We shall not be liable if you are unable to view the Citi Electronic Statement/Electronic Advice. You understand that while the Citi Electronic Statement is available within five (5) business days after your statement date and the Electronic Advice is available within five (5) business days business day after the relevant date of the Advice 24 hours a day, Citibank Online and/or your internet service may not be available at certain times due to maintenance and/or computer, telecommunication, electrical or network failure or for any other reasons beyond our control.
- You will be unable to access your Electronic Statement and/or Electronic Advice via Citibank Online should the wrong Citibank Online Username, wrong Password and/or wrong OTP be used. You will likewise be unable to access your Electronic Statement and/or Electronic Advice Statement of Account or Advice sent as an attachment in the e-mail should the wrong Electronic Statement / Electronic Advice Password be used.
- c. Responsibility. You shall promptly view and examine online your Electronic Statement You shall promptly view and examine online your Electronic Statement / Electronic Advice upon availability, and if you discover any discrepancies, omissions, inaccuracies or incorrect entries, you must immediately call our CitiPhone to report these. 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 gross negligence, including for failing to properly safeguard your Citibank Online Username, Password and your OTP, and your Electronic Statement / Electronic Advice Password; or if you fail to immediately report any unauthorized transaction made. The Electronic Statements and Electronic Advice addressed to you relating to any of your Accounts shall be deemed to be correct unless we receive written notice to the contrary from you within ten (10) days from the date of delivery of your Electronic Advice or Electronic Statement to your email address or from the date these are otherwise made available on Citibank Online. In the absence of manifest error, our records in relation to your Accounts shall be conclusive evidence with respect to your Accounts.

If you notify Citi of any error in any Electronic Statement or Electronic Advice relating to your Accounts, we shall investigate the error and make the corrections as appropriate. Citi shall notify you of actions taken to correct reported error, if any.

d. Suspension/Cancellation. We have the absolute discretion to make the Citi Electronic Statement / Electronic Advice available to you. We have the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue Citi Electronic Statement/Electronic Advice without giving any reason therefor. You understand that by using the Citi Electronic Statement / Electronic Advice after any modification or change has been effected, you have agreed to such modification or change.

You shall likewise have the right to cancel your enrollment in Citi Electronic Statement / Electronic Advice, provided you give prior notice of such cancellation through electronic or paper document sent to us and we acknowledge receipt of such notice.

Upon cancellation of your enrollment, we shall generate the paper form of your Statement of Account on the next statement date and send to your mailing address the paper form of your enrolled Statement of Account. In the case of the Advice, we shall generate and send to you the paper form of any succeeding Advice within a reasonable time from date thereof.

After any suspension or cancellation of enrollment, Citi Electronic Statement / Electronic Advice may be reinstated at anytime at our sole discretion and we reserve the right to impose a reinstatement charge as we deem fit.

e. Unauthorized Use. You are responsible for keeping your Citibank Online Username, Password and OTP, and in the case of the Electronic Statement / Electronic Advice sent as an e-mail attachment, your Electronic Statement / Electronic Advice Password, secret and confidential. You shall not disclose your Citibank Online Username, Password and OTP, and in the case of the Electronic Statement / Electronic Advice as an e-mail attachment, your Electronic Statement / Electronic Advice Password to any unauthorized person and shall take all steps necessary to prevent discovery of your Citibank Online Username, Password and OTP, and in the case of the Electronic Statement / Electronic Advice as an e-mail attachment, your Electronic Statement / Electronic Advice Password, by any unauthorized person.

f. Change of Email Address. You shall immediately notify us of any change in your e-mail address which you have registered for Citi Electronic Statement / Electronic Advice. We shall not be responsible for the consequences of your inability to receive your Statement of Account or Advice from us, as a result of your failure to timely notify us of the change in your e-mail address. Neither shall we be responsible for the consequences of the Statement of Account or Advice from us being sent to the wrong person, as a result of your failure to timely notify us of the change in your e-mail address.

g. Additional Terms and Conditions Pertaining to Credit Card Accounts. We shall give you, as our Cardholder, a monthly Electronic Statement of Account, except that for Cardholders with cancelled accounts with credit balances, we shall give these Cardholders an Electronic Statement of Account on a periodic basis starting from the date of cancellation. If there is delay or failure in the delivery of the Electronic Statement of Account to you prior to the Payment Due Date, you agree to contact our CitiPhone. Notwithstanding anything to the contrary herein, non-receipt of the Electronic Statement of Account shall not relieve you of your obligation to pay amounts due on the Card on the Payment Due Date.

In the event of any error appearing in the Electronic Statement of Account, you agree to notify us immediately of said error in writing. If no error is reported within thirty (30) days from the date of the Electronic Statement of Account, you agree and confirm that the Electronic Statement of Account is true and correct.

If you notify us of an error in the Electronic Statement of Account, you shall not be liable to pay the disputed amount while we are investigating, but you are liable to pay such portion of the Total Amount Due which is not in dispute on or before the Payment Due Date. Citi shall treat the disputed amount as an outstanding availment against the credit line. If after investigation, we acknowledge the error in the Electronic Statement of Account, you are not liable to pay any Interest Charges related to the disputed amount only. Otherwise, you are liable to pay the disputed amount, as well as the corresponding Interest Charges due.

All written communications, requests or reports on any error in the Electronic Statement of Account from you must be sent by

registered mail to the address indicated in the Electronic Statement of Account or personally delivered to Citi, and should contain the following information: (a) your name and Card account number; (b) amount of the error, if any; (c) a description of the error; and (d) your signature.

#### **24. CONSENT FOR PROCESSING, PROFILING AND SHARING OF DATA AND INFORMATION**

Please read these provisions (the "Consent") on Citi Processing, Profiling and Sharing of Data and Information thoroughly. Capitalized terms used herein shall have the meanings set forth in Citi's Data Privacy Statement (version 1, 3/31/2017), the terms of which are incorporated herein by reference. Citi's Data Privacy Statement ("Data Statement") can be viewed online at [www.citibank.com.ph/DataPrivacyStatement](http://www.citibank.com.ph/DataPrivacyStatement).

The words "You" and "Your" refer to you as a banking, brokerage, credit, debit or prepaid card or loan prospect/applicant or client or Relevant Individual of a Data Subject of Citibank, N.A. Philippine Branch (Citibank) or Citicorp Financial Services and Insurance Brokerage Philippines, Inc. (CFSI) or any other entity owned or controlled by Citigroup Inc. in the Philippines (collectively, "Citi"). The words "We", "Our" and "Us" refer to Citi.

24.1 You agree that your application, enrollment, purchase, maintenance, access or continued use of any of Citi's products and services shall be deemed as your acceptance and agreement to be bound by the provisions of these terms.

You hereby agree that all Personal Data (as defined under the Data Privacy Law of 2012 and its implementing rules and regulations), customer data and account or transaction information or records (collectively, the "Information") relating to you with us from time to time may be processed, profiled or shared to, by and between Citigroup Inc., and any of its affiliates and subsidiaries (collectively, "Citigroup") or each of the Authority (foreign or domestic) or Data Recipients (whether in or outside the Philippines) and for the purposes as set out in Citi's Data Statement in force provided by us to -you from time to time or for compliance with any law, regulation, government requirement, treaty, agreement or policy or as required by or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any Authority. The aforesaid terms shall apply notwithstanding any applicable non-disclosure agreement. You acknowledge that such Information may be processed or profiled by or shared with jurisdictions which do not have strict data protection or data privacy laws.

24.2. You agree that the Data Statement from time to time in force shall in all respects apply in relation to your application, account and any matter arising therefrom or incidental thereto. You agree that the Data Statement is deemed to be incorporated by reference into this Consent.

24.3 You understand and agree that you must provide us with such information as we may require from time to time to enable us or Citigroup or relevant Data Recipient to comply with any law or regulation, government requirement, treaty, agreement or policy or as required by or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any Authority.

24.4 You acknowledge that we may use voice recognition technology to collect and analyze your voiceprint biometric data for the purpose of identity verification when you give instructions through the phone.

24.5 You consent, in connection with any proposed novation, assignment, transfer or sale of any of our rights and/or obligations with respect to or in connection with your account and any products, facilities and services available in connection with the account, to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such transaction, to the disclosure, to any such person, by us, of any and all Information which may be required in relation thereto.

24.6 You understand and consent that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the account or relationship or Services (collectively "Termination") for a period of at least ten (10) years from the Termination of your last existing account or relationship or that of the Relevant Individual as determined by us. Where we

deem it necessary or are required to fulfill foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to each of the Authority or Industry Organization, you understand and consent that the storage will be made even after a period of ten (10) years from such Termination until the final conclusion of any requirement or disclosure obligation, dispute or action.

Philippine Branch (Citibank) and CFSI, and shall be applicable to any future Accounts which you may hereafter open with Citibank and CFSI.

Version Date: June 2017  
All Rights Reserved Citibank, N.A., Citicorp Financial Services and Insurance Brokerage Philippines, Inc. 2017.

24.7 For any update, change, supplement, reconfirmation or remediation of the Data Statement and/or these consents, you hereby specifically authorize the following to accept the Data Statement and to provide the consents anew to us on your behalf in any acceptable form or evidence as determined by us:

- a. any one of the accountholders in a joint account or relationship;
- b. principal cardholder in a card account or relationship;
- c. any one of the security party or guarantor in a borrowing account or relationship;
- d. company representative in an institutional or corporate client, a merchant party, a commercial card or prepaid card account or relationship; or
- e. where any one of the above is not present as determined by us, any person as has been authorized by you to act on your behalf.

24.8 These provisions shall be in addition to, and not in substitution for, any other provision agreed to between Citi and us (whether before or after the date hereof) which gives broader rights of disclosure to Citi than contained herein.

**Additional provisions for corporations, partnerships or other juridical entities:**

You represent that you have been authorized by any Related Party, Customer Affiliate, Data Subject or other person regarding whom you have provided information to Citi to signify the latter's consent to the provisions herein, and that you have provided to and secured from any Related Party, Customer Affiliate, Data Subject or other person regarding whom you have provided information to Citi any notices, consents and waivers necessary to permit Citi, its affiliates, representatives, and its and 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 Citi in the future.

For purposes of these Terms and Conditions, "Control" means an entity that 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 thereof. "Data Subject" means an individual whose Information is processed, and may also include a juridical entity, where applicable. 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 thereof, that (i) owns, directly or indirectly, our 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).

**25. 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, the Brokerage Appointment with Citicorp Financial Services and Insurance Brokerage Philippines, Inc. (CFSI) and such other rules and regulations governing your Accounts with Citibank, N.A.,