



## CITI SIMPLICITY+ CARD TERMS AND CONDITIONS

This Agreement shall be subject to the Citi Card Agreement to the extent that it may be applicable.

### 1. DEFINITIONS

In these terms and conditions ("Terms and Conditions"), unless the context otherwise requires;

"Card" means the Citi Simplicity+ Card issued by us and includes a supplementary card where the context requires;

"Card Account" means the account maintained with us in respect of the Card;

"Cash Advance" means the feature of your Card by which you can get cash in any currency using your Card at select branches, ATMs and money changers locally and abroad;

"Minimum Amount Due" is computed as:

- i. Your Total Amount Due if it is less than or equal to Five Hundred Pesos (Php500); or
- ii. The sum of the items below or Five Hundred Pesos (Php500), whichever is higher:
  - a. Any Past Due Amount;
  - b. Monthly Installments Due for the month;
  - c. Interest charge;
  - d. Total Amount Due less items a to c, multiplied by the required payment percentage of 1%

"Program" means this Citi Simplicity+ Card Interest Rebate Program;

"Retail Purchase" means the straight, single-receipt purchase of any goods or services for personal consumption, including purchase made online or over the internet by the use of the Card, and may, at our absolute discretion and without prior notice, include any Card transaction as determined by us;

"Statement Date" means the date when your Statement of Account is generated after each billing period.

"We, Our, Us" means Citibank, N.A. - Philippine Branch or its successor and assign, UnionBank of the Philippines (hereafter, all references to Citibank, N.A. Philippine Branch is understood to be references to UnionBank of the Philippines) and;

"You, Your" means the Principal Cardholder, the person in whose name the Card Account is maintained. This term may also include the supplementary cardholder where the context requires.

Citibank, N.A., Philippine Branch, has transferred ownership of its consumer banking business to Union Bank of the Philippines. The trademarks "Citi", "Citibank", "Citigroup", the Arc design and all similar trademarks and derivations thereof are used temporarily under license by Union Bank of the Philippines from Citigroup Inc. and related group entities.

### 2. PARTICIPATION

Your Card Account is entitled to participate in the Program at the date of commencement of the Program or the date when the Card is issued to you, whichever is later; provided that your Card Account is and remains in good credit standing, as determined by us in our sole discretion.

### 3. ISSUANCE AND CREDITING OF INTEREST REBATES

3.1 If you satisfy the below conditions, you will receive interest rebates on your Statement Date amounting to ten percent (10%) of the interest charges on Retail Purchases and Cash Advances from your previous Statement of Account:

- i. You must have paid at least the Minimum Amount Due on or before the Payment Due Date. Interest rebates are calculated on the last day of the current billing period. If there is a payment reversal that causes your payment to fall below the Minimum Amount Due, you will not be eligible for the interest rebate.
- ii. Your Citi Simplicity+ Card account must be open and current. You will not receive the rebate if your account is in default (as such term is defined in the Citi Card Agreement) or if you convert your Citi Simplicity+ Card to another Citi credit card

product.

3.2 Interest rebates are calculated by multiplying the total interest charge on Retail Purchases and Cash Advances shown on your previous Citi Simplicity+ Statement of Account. Interest charges for installment transactions are not eligible to get an interest rebate.

3.3 There is no cap on the interest rebate that you can earn per Statement of Account.

3.4 If you disputed, cancelled or requested a refund for a transaction, and the interest for your previous Statement of Account is reduced as a result, the interest rebate will be calculated based on your adjusted interest.

3.5 The interest rebates are not considered payments to your Card Account and cannot be used to offset the Minimum Amount Due or Total Amount Due that is due on your Statement of Account. You still need to pay at least the Minimum Amount Due on or before the payment due date so that your Card account does not become past due or does not default.

#### **4. OTHER CONDITIONS**

4.1 We reserve the right to suspend or exclude you from participating or continuing to participate in the Program if:

i. In our opinion you have in any way breached these Terms and Conditions and the terms and conditions of the Citi Card Agreement;

ii. In our opinion, you conduct your Card Account in a manner inconsistent with the object and intent of the Program.

4.2 We may at any time vary, modify or amend the terms and conditions of the Program, and you shall be bound by such variations and amendments.

4.3 We are not liable if we are unable to perform our obligations under these Terms and Conditions, due directly or indirectly to the failure of any machine or communication system, industrial dispute, war, Act of God, or anything outside our control or outside the control of our agents or any third party.

4.4 Our records of all matters relating to the Program shall be conclusive and binding on you.

4.5 Any request for adjustment of interest rebates is subject to our approval at our absolute discretion.

4.6 We are entitled, for any reason at any time, without liability or prior notice, to suspend the calculation or crediting of interest rebates, to rectify any errors in the calculation, or otherwise adjust such calculation.

4.7 We may, at any time and without notice, cancel or terminate the Program.

4.8 Fraud, abuse or any unauthorized action relating to the earning of interest rebates may result in forfeiture of interest rebates, disqualification from the Program, suspension or cancellation of your Card privileges or the charging of the full cost of the interest rebates. The taking of such measures shall be without prejudice to any legal action that we may take.

4.9 All questions or disputes regarding eligibility for the Program or eligibility of rebates for crediting will be resolved by us at our sole discretion.

4.10 Our decision on all matters relating to the Program shall be final and binding on you.

4.11 To the fullest extent permitted by law, in no event will we or any of our officers, employees, representatives and/or agents be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising, whether in contract, tort, negligence or otherwise in connection thereof, even if we have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

4.12 The terms and conditions of the Citi Card Agreement shall likewise apply; you must strictly abide by the same.

#### **5. TAXATION**

Taxes and reportorial requirements may apply to the interest rebates received in the course of the Program pursuant to existing tax laws, rules, and regulations. You will assume, and be solely responsible for all reportorial requirements, if any, as well as, all taxes, assessment or charges that may be applicable relative to the receipt of interest rebates.

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

The Cardholder agrees that his application, maintenance, or continued use of any of the Bank's products and services shall be his acceptance and agreement to be bound by the provisions of the Bank's Data Privacy Statement (DPS) found at <https://www.unionbankph.com/privacy-security>. The Cardholder agrees to authorize the Bank to collect, use, and share 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") provided, and where permitted by law, to share it with: (i) Aboitiz Construction, Inc.; (ii) Aboitiz Equity Ventures; and the (iii) Bank, including their respective subsidiaries and affiliates (collectively, the "Aboitiz Group") for cross-selling and for the following purposes: (a) purposes as set out in the DPS in force; (b) to identify and inform the Cardholder of products and services provided by the Aboitiz Group that may be of interest to the Cardholder; (c) for compliance to any law, regulations, government requirement, treaty, agreement, policy or as required by or

for the purpose of any court legal process, examination, inquiry, audit, or investigation of any authority. This applies notwithstanding any non-disclosure agreement.

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For any concerns, you may call us at (632) 8995-9999 or send us a message through [www.citibank.com.ph](http://www.citibank.com.ph).

For your complaints/concerns, we will endeavor to resolve these within seven (7) business days. For complaints/concerns requiring more time to resolve, we will be in touch with you and inform you of the progress.

Union Bank of the Philippines is regulated by the Bangko Sentral ng Pilipinas  
<https://www.bsp.gov.ph>

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