

## **CITIBANK INSTALMENT LOAN TERMS AND CONDITIONS** (effective November 2020)

These are the Terms and Conditions governing Citibank Berhad (297089-M)'s ("the Bank" or "Citibank" or in the first person "we", "us" or "ours" which expressions shall include the Bank's successors-in-title and assigns) Citibank Installment Loan ("Loan") and your application for the Loan ("Application"). Please read and understand these Terms and Conditions carefully, and reach out to us if you need clarification on these terms and conditions.

In these Terms and Conditions, the following terms and expressions have the corresponding meaning unless otherwise expressly stated or unless the context requires another meaning:

The words "you, "your" and "yours" refers to the person(s) who is/are responsible to comply with these Terms and Conditions, including the person(s) who makes the Application for the Loan, of whom Citibank had accepted an Application or to whom Citibank had offer the Loan and who accepted the Loan, or ask the Loan Account to be opened or the person(s) to whom Citibank addresses statements of account to.

"Account(s)" means any one or more accounts which you open (or which we open on your behalf) and maintain with us from time to time (being any type of category, and whether opened in a single or joint name(s) or in trust and where the context indicates or so permits, include Loan Account and/or Other Bank Accounts) and "Account" means any of them.

"Citigroup Organisation" means any affiliate or subsidiary of Citigroup, Inc, present and/or future including any branches and/or representative officers of such affiliate and/or subsidiary.

"Loan Account" means your Citibank Instalment Loan account.

"Other Bank Accounts" means your other bank account or accounts with us apart from your Loan Account and includes your joint account with a third party (if any).

"Payment Infrastructure Provider" means 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.

"Taxes" means all taxes, levies, imposts, charges, assessments, deductions, goods and services tax, value added taxes, tax on the sale or disposition of any property, duties, withholdings and related liabilities, including additions to tax, penalties and interest imposed on or in respect of any products and/or services you have taken from the Bank; provided that "taxes" does not include income or franchise taxes imposed on or measured by the net income of Citibank or its agents.

"Third Party Service Provider" means a third party selected by Citigroup Inc, Citigroup Organisation, we and/or their/our officers, directors, employees, agents, representatives and/or professional advisers, to provide services to them/it and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call center service providers.

### **1. LOAN AMOUNT**

The Loan amount is the principal sum as approved by the Bank and notified to you in writing.

### **2. PURPOSE OF LOAN**

You undertake to use the Loan solely for the purpose specified by you in the application form. If such purpose is for the consolidation of any debts you may have with other financial institutions, you will be subject to Clause 44 below.

### **3. REPRESENTATIONS AND WARRANTIES**

- (1) You declare, represent, warrant and undertake that:
  - (i) You have the capacity to execute, deliver and perform these Terms and Conditions;
  - (ii) You are not an undischarged bankrupt;
  - (iii) You have not assigned your estate or entered into any arrangement or composition for the benefit of your creditors;
  - (iv) You are not in default (being a default that is material to these Terms and Conditions) under any agreement or undertaking to which you are a party, or any court order which binds you;
  - (v) No event has occurred which, with the giving of notice or lapse of time or both, would amount to a default by you (being a default that is material to these Terms and Conditions) under any agreement or undertaking or any court order which binds you;
  - (vi) That all things required to be done (prior to entering into any such credit relationship with the Bank) have been done, performed and have happened in compliance with all applicable laws and regulations;
  - (vii) That any consent, license, approval or authorisation of any governmental authority, bureau or agency required in connection with the execution, delivery, performance, validity or enforceability of any provision of these Terms and Conditions have been obtained and is valid and subsisting; and
  - (viii) All information furnished by you to the Bank in connection with the Loan is true, accurate, not misleading and complete.
- (2) Each of the above representations and warranties will survive and continue to have full force and effect for so long as the Loan is extended to you. You warrant to the Bank that the above representations and warranties will be true and correct and fully observed until all sums payable under the Loan are fully paid.

### **4. INTEREST PAYMENT**

- (1) If your application for the Loan is successful, the Bank will inform you in writing of the approval together with the rate of interest (the "Prescribed Rate") that you are required to pay on the Loan.
- (2) Interest is charged at the Prescribed Rate (or such other rate as the Bank may determine and notify you with adequate prior written notice) and calculated at daily basis on monthly rest on the principal amount outstanding for the relevant month, starting from the date on which the Loan is disbursed up to the time of full settlement of the Loan.
- (3) Interest is payable monthly in arrears, or at such period as the Bank may reasonably prescribe by giving you adequate prior written notice.

### **5. REPAYMENT**

- (a) To the fullest extent permitted by law, regardless of any provision of this Agreement, the Bank reserves its right to reasonably require that Loan to be repayable upon demand by the Bank in writing (for example in a situation where the Bank is exercising its right to review under Clause 15), which demand may be made by the Bank at any time regardless of whether or not an Event of Default has occurred or

is continuing. The Bank will, at the earliest opportunity, make such written demand with adequate prior notice.

- (b) Until such demand, you are required to repay the Loan by the number of monthly instalments (the "Monthly Instalments") in the amount stated in the Bank's letter notifying you of the Loan approval.
- (c) Payment of the Monthly Instalments commences one (1) month from the date of full disbursement of the Loan and subsequent Monthly Instalments must be paid at successive intervals of one (1) month each.
- (d) You are not allowed to change the amount of the Monthly Instalment unless with the prior written approval of the Bank. If approved it is subject to such terms and conditions as the Bank may decide and as informed to you in writing.
- (e) For the avoidance of doubt, any pre-payment or overpayment of the Monthly Instalment on or before due date will not result in a reduction in the Loan principal or savings in interest. Any such pre-payments (or any part of it) will be deemed to be advance payments and will be applied towards the following Monthly Instalment and so forth on successive intervals, to a maximum of three (3) Monthly Instalments.
- (f) Without affecting Clause 6 below, any such sums in excess of three (3) Monthly Instalments will be refunded to you.

#### **6. EARLY SETTLEMENT**

Subject to Clause 5 and this Clause, you are entitled to repay at any time the whole and not part of the amount outstanding under the Loan by giving us prior written notice. However if you make such early settlement repayment within first two (2) years or before reaching half of the approved Loan tenure, whichever earlier, starting from the date of full disbursement of the Loan, you must also pay to the Bank an early settlement fee of Ringgit Malaysia Two Hundred (RM200) or a sum equivalent to 3% of the outstanding balance of the Loan, whichever higher. You may contact the Bank to enquire on the final settlement amount and the early settlement fee (if any) prior to you making the full settlement of the Loan.. The amount repaid is not available for redrawing.

#### **7. LATE PAYMENT CHARGE**

If you fail to pay any Monthly Instalment or part of it on the due date, then, in addition to any other rights or remedies available to the Bank, the Bank is entitled to charge you a late payment charge (in addition to interest at the Prescribed Rate) on the amount of such Monthly Instalment amount in arrears from the time of default at the rate of 1% per annum on a daily basis (or at such other rate as the Bank may reasonably determine and notify to you) or/and by such mode or basis of computation as may be permitted by Bank Negara Malaysia or any relevant authority having jurisdiction over the Bank, and is payable in arrears.

#### **8. VARIATION**

- a) The Bank is entitled at any time to vary the rate of interest, and the manner of calculation of the interest rate; any commission, discount or other banking charges, the manner and time of payment and modes of computation in any manner by giving adequate prior written notice to you. Any such variation takes immediate effect as from the date determined by the Bank or pursuant to any directives or regulations or as specified in such notice. Such notice will be given in the manner provided under Clause 31. The Bank will provide the Borrower with the revised particulars of instalment amounts or number of instalments payable after each interest rate adjustment.
- b) Regardless of Clause 8(a) and Clause 31, any notice concerning any change in the Bank's base lending rate/base rate need not be given in the manner provided under Clause 8(a) or Clause 31 and the Bank is entitled to give such notice by or in any one or more of the following methods of notification:

- (i) by posting a notice in the Bank's premises or on the Bank's website or internet site stating such change and its effective date of change and such notice is deemed to have been received by or communicated to you on the date of posting of the notice in the Bank's premises or on the Bank's website or internet site;
- (ii) by way of a publication in one or more major newspapers of the Bank's choice of such change and its effective date of change and such notice is deemed to have been received by or communicated to you on the date of first publication in any such newspaper; and/or
- (iii) by way of an insertion in or an enclosure with or an attachment to the Bank's statement of account to you stating such change and its effective date of change and such statement of account or notice may be in the form of a computer generated statement or notice which requires no signature or may contain a printed or facsimile signature of an officer of the Bank and such notice is deemed to have been received by or communicated to you at the time such statement of account is deemed to have been given by the Bank to you in accordance with Clause 31.

If you do not accept the proposed variation, you must cancel your Loan Account by calling CitiPhone or giving prior written notice to the Bank, before the effective date of such proposed variation in which case the provisions in Clause 16 below will apply (i.e. you must settle the principal amount outstanding in respect of the Loan together with all interest and other monies outstanding from you to the Bank in respect of or arising from the Loan up to and including the proposed date of cancellation and you must settle the early settlement fee) or the provisions pursuant to any other agreement or arrangements agreed between the Bank and you will apply.

For the avoidance of doubt, the absence of notice from you and/or your continued utilisation of the Loan or payment of the Monthly Instalments will signify your acceptance of the variations made to these Terms and Conditions.

## **9. EVENTS OF DEFAULT**

To the fullest extent permitted by law, all amounts outstanding under and/or related to the Loan together with interest over those amounts and/or the Loan is immediately payable by you upon demand being made by the Bank or upon the occurrence of any of these events ("Events of Default") after a written notice stating that the Event of Default has occurred under these Terms and Conditions and specifying the consequences thereof has been given to you:

- (a) you default in the payment of any money payable to the Bank (whether principal or interest) after the same have become due and whether formally demanded or not;
- (b) you default under any other provision under these Terms and Conditions which:
  - (i) is not capable of remedy, or;
  - (ii) is capable of remedy, but not remedied within seven (7) days of such default or after being required by the Bank to do so;
- (c) any representation, warranty or condition made or implied by you is incorrect or misleading in any material aspect;
- (d) you commit any act of bankruptcy or become bankrupt or enter into any composition or arrangement with or for the benefit of your creditors or allow any judgment against you to remain unsatisfied for a period of fourteen (14) days from the relevant date;
- (e) you become insane or die, be taken into custody, be incapacitated, or be declared incapable of administering your affairs;
- (f) any legal proceeding, suit or action of any kind (including bankruptcy, judicial management or other insolvency proceedings) is threatened, instituted or exists against you in any jurisdiction;
- (g) any of your indebtedness with the Bank or any other financial institution(s) becomes capable of being declared due prematurely by reason of a default by you in your obligations in respect of the same or if you fail to make payment on the due date of such indebtedness becoming enforceable;

- (h) any distress or execution is levied or enforced upon any of your property and such distress or execution is not discharged or satisfied by you within twenty one (21) days thereof;
- (i) any other events occur which in the reasonable opinion of the Bank could or might affect your ability or willingness to comply with all or any of your obligations under these Terms and Conditions;
- (j) the Bank in its reasonable opinion considers the Loan to be in jeopardy;
- (k) the Bank reasonably believes you have acted fraudulently in connection with these Terms and Conditions;
- (l) it becomes illegal or impossible or Bank Negara Malaysia or other relevant authority having jurisdiction over the Bank, asserts that it has become illegal or impossible for you or the Bank to perform any obligations or for the Bank to enforce any rights under these Terms and Conditions or any other agreement, document or instrument or arrangement between the Bank and you; and
- (m) there is any material adverse change in your financial position or other condition which in the Bank's reasonable opinion may affect your ability to comply with any of your obligations under these Terms and Conditions or any other agreement, document or instrument or arrangement between the Bank and you.

#### **10. RECALL OR WITHDRAWAL OF THE LOAN**

If an Event of Default occurs or is continuing, and you do not remedy the Event of Default before the expiry of the time specified in the notice given to you or specified under these Terms and Conditions (if capable of remedy) or the Event of Default cannot be remedied, the Bank is entitled to suspend, recall and/or withdraw further disbursement of the Loan.

#### **11. RECALL OR WITHDRAWAL OF OTHER RELATED LOANS**

If an Event of Default occurs or is occurring and you do not remedy the Event of Default before the expiry of the time specified in the notice given to you or specified under these Terms and Conditions (if capable of remedy) or the Event of Default that cannot be remedied, the Bank is also entitled to recall or withdraw all or any of your other unsecured loans and/or such other credit facilities, related loans or other facility services with the Bank as the Bank may reasonably determine ("other related loan(s)") if you commit an Event of Default.

Furthermore, even if an Event of Default does not occur, the Bank retains the right to terminate all of your other related loans and any other facility services with the Bank with adequate prior written notice save and except where such notice is not possible or not required having regard to the circumstances (for example when there is reasonable suspicion of criminality or change in law).

For the avoidance of doubt, a recall or withdrawal of all or any of your other related loan(s) may result in the outstanding debts becoming due and payable immediately.

#### **12. ILLEGALITY**

If the Bank determines that the introduction, variation, change in interpretation or application of any law, regulation or official directive makes it unlawful for the Bank to maintain, fund or give effect to its obligations, the Bank is entitled to give you prior written notice (which notice will be given by the Bank at the earliest possible opportunity) of such determination to you where the Loan to such extent will be cancelled and you will upon notice from the Bank repay all amounts agreed to be paid by you.

#### **13. INCREASED COSTS**

To the fullest extent permitted by law, where the Bank reasonably determines that, as a result of:

- (a) the introduction or variation of any law, order, regulation or official directive ; or
- (b) any change in the interpretation or application of any law, order, regulation or official directive by any competent authority; or

- (c) compliance with any request from Bank Negara Malaysia or other fiscal, monetary or other authority,
- (i) cost to the Bank of making available or continuing to make available the Loan is increased, subject to the relevant laws, regulations or guidelines; or
  - (ii) amount of any sum received or receivable by the Bank in respect of the Loan or the effective return to the Bank under the Loan is reduced; or
  - (iii) Bank is obliged to make any payment (except in respect of tax on the Bank's overall net income) or forego any interest or other return on, or calculated by reference to, the amount of any sum received or receivable by the Bank from you under the Loan,

then the Bank is entitled to give you prior written notice (which notice will be given by the Bank at the earliest possible opportunity), of the relevant circumstances (and stating the effect of such circumstances) leading to the Bank's determination above and you must on demand pay to the Bank such reasonable amounts as the Bank notifies you to be necessary to compensate the Bank for such additional cost, reduction, payment or foregone interest or return provided that nothing will prevent you or us from taking all necessary steps to mitigate the effect of such increased costs; and so long as the circumstances giving rise to the obligation to make the compensating payment continues, you may upon giving written notice to the Bank cancel the Loan in which case the provisions in Clause 16 below will apply

#### **14. MARKET DISRUPTION**

If in the reasonable opinion of the Bank, there has, since the date of application for the Loan, been a material change in national or international monetary, financial, economic or political conditions or currency exchange rates or exchange control which would render the Loan temporarily or permanently commercially impractical or impossible, the Bank is entitled to give you prior written notice (which notice will be given by the Bank at the earliest possible opportunity) of the relevant circumstances (stating the effect of such circumstances), and:

- (a) the Bank may negotiate in good faith for an alternative basis acceptable to the Bank for continuing the Loan; and
- (b) unless within thirty (30) days after the giving of such notice such circumstances cease to exist or an alternative basis acceptable to the Bank is arrived at, the Loan will be cancelled.

#### **15. REVIEW**

The Bank reserves the right and is entitled to review the Loan periodically or at any time as the Bank may reasonably think fit, regardless of whether an Event of Default has occurred or is continuing. Upon such review, the Bank may:

- (a) suspend or cancel the whole or any part of the Loan (for example when there is reasonable suspicion of criminality or change in law);
- (b) declare the Loan to be due and payable and/or require you to procure the release and discharge of the Bank from all and any liability or obligation to make any payment from the Loan to any person;
- (c) vary the form, nature, manner, limit, terms and/or conditions of the Loan and/or in, by and/or under which the Loan is made available; and/or
- (d) without affecting the generality of Clause 15(c), impose additional terms and/or conditions in respect of the Loan;

by giving adequate prior written notice to you.

Please refer to Clause 8 above and Clause 30 below for information on variations, revisions or changes to these Terms and Conditions.

#### **16. CANCELLATION**

Without affecting any of the Bank's rights under this Agreement, and subject to these terms and conditions, you will be entitled to cancel the Loan (in whole or part) if a request is made by you. In the event that you

decide to cancel the Loan or any portion of it (whether before or after the Loan or any part is available for utilisation or has been utilised), you must pay to the Bank on or before the proposed date of cancellation:

- (a) the principal amount outstanding in respect of the Loan together with all interest and other monies outstanding from you to the Bank in respect of or arising from the Loan up to and including the proposed date of cancellation; and
- (b) an early settlement fee, if applicable, of a sum specified in Clause 6.

#### **17. INDEMNITY**

To the full extent permitted by law, you must fully indemnify and keep the Bank indemnified from and against any and all losses, damages, costs, charges, expenses and liabilities (as to the amount of which the statement of the Bank is conclusive save for fraud or manifest error) which the Bank may sustain, incur or suffer as a consequence of the Bank agreeing to grant or making or continuing to make available the Loan to you or of the occurrence of any Event of Default and whether or not the Loan has been utilized (such costs to be indemnified by the you shall, to the fullest extent permitted by law, be limited to such amounts caused by you and/or anything ordinarily within your reasonable contemplation or control). The same extends to any interest, fees or other sums paid or payable on account of funds borrowed in order to carry any unpaid amount and to any loss (including but not limited to loss of profit), premium, penalty or expense which may be incurred in liquidating or employing deposits from third parties acquired to make, maintain or fund the Loan (or any part) or any other amount due or to become due.

#### **18. DISCLOSURE OF YOUR INFORMATION**

(1) You expressly agree that:

- (a) the Bank;
- (b) the Bank's head office, branches, representative offices; and
- (c) any subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by Citigroup Inc. and any of their respective branches and offices, wherever situated, (singly or collectively, "Citigroup") any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider

are permitted to process, including but not limited to disclose, collect, use, store, transfer and share Data.

(2) For the purposes of paragraph (1) above, "Data" means public and non-public information from any source about:

- (a) you;
- (b) your beneficial owners;
- (c) any security providers;
- (d) persons under the trust;
- (e) partners, committee members, directors and officers (where applicable);
- (f) authorised signatories;
- (g) the subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, security providers, persons under the trust, partners, committee members, directors, officers or authorised signatories; and
- (h) any of your and/or security provider's accounts, transactions and dealings with Citigroup or any other party.

- (3) The purposes for which Data is collected and further processed depends on the nature of your relationship with Citigroup and the products and services you obtain from Citigroup. Purposes for which Data may be used include:
- (i) to verify your identity and background;
  - (ii) to establish a relationship between you and Citigroup;
  - (iii) to assess and process applications for products and services;
  - (iv) to conduct credit checks, evaluate and monitor credit worthiness;
  - (v) for evaluation and due diligence purposes;
  - (vi) for servicing you and the provision of products and services to you, including processing of receipts and payments, ATM services, Citibank Debit & ATM cards, credit cards, charge cards and other payment instruments;
  - (vii) for communicating and fulfilling marketing offers to you and to allow Citigroup and selected parties to promote their products and services, but for purposes of disclosing your personal data to our strategic alliance partners for marketing and promotional purposes, we will only do so if you expressly consent to us doing so;
  - (viii) to manage our business and your relationship with us including managing and maintaining your Account(s) with us;
  - (ix) for data processing purposes;
  - (x) to evaluate and monitor of products and services;
  - (xi) to respond to inquiries, requests and complaints from you and to resolve disputes;
  - (xii) for deposit insurance purposes;
  - (xiii) to understand your needs and offering products and services to meet those needs;
  - (xiv) for research and development of products and services for your use;
  - (xv) for debt collection purposes;
  - (xvi) for enforcement of our rights and obligations of other parties to us and/or Citigroup;
  - (xvii) for assessing, processing and investigating insurance risks and claims;
  - (xviii) to enable a party to evaluate any actual or proposed assignment, participation, sub-participation, and/or novation of our rights and/or obligations;
  - (xix) to meet legal and regulatory requirements;
  - (xx) to maintain and protect our offices and automatic teller machines (ATM);
  - (xxi) for risk management, including prevention, detection and investigation of crime, including fraud and any form of financial crime;
  - (xxii) to maintain records of instructions whether through phone recording, via electronic, hardcopy or softcopy documents etc.;
  - (xxiii) to allow any person(s) intending to settle (in part or full) any moneys outstanding under any of your account(s) using own fund, withdrawal of Employee Provident Fund or any other lawful sources;
  - (xxiv) for such other purposes as permitted or required by applicable law or with your consent; and
  - (xxv) for all other purposes incidental or associated with the above.
- (4) (a) You understand and agree that the Data may be transferred to, used and stored in other jurisdictions, the laws of which may not offer the same level of protection as the laws of the jurisdiction from which the Data originates. The Data may also become subject to the legal disclosure requirements of other jurisdictions.
- (b) You understand and agree that Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment



Infrastructure Provider are permitted to disclose the Data, for confidential use, for the purposes set out above to:

- (i) and among Citigroup;
  - (ii) to any agent, contractor, vendor, service provider, professional advisers (such as lawyers and financial advisers), valuers, auctioneers, auditors, brokers, communications, clearing or payment system or intermediary banks, merchants and other parties which we, Citigroup or such parties above may use in connection with our, Citigroup or their businesses;
  - (iii) debt collection agencies;
  - (iv) Bank Negara Malaysia (“BNM”) and any credit bureau, the Central Credit Reference Information System (“CCRIS”) and the Dishonoured Cheques Information System (“DCHEQS”) maintained by BNM, such body or authority of any jurisdiction, domestic or foreign, having jurisdiction over Citigroup, credit reporting agencies and any credit reference agencies;
  - (v) any financial institution, card association and issue of charge cards, credit cards, debit cards or other payment instruments;
  - (vi) a drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (vii) any actual or proposed assignee, participant, sub-participant or transferee of any of our rights or obligations;
  - (viii) to Citigroup and selected parties for the purpose of informing you of products and services which we believe will be of interest to you;
  - (ix) our strategic alliance partners for marketing and promotional purposes but this will be subject to your express consent;
  - (x) any party giving or proposing to give any guarantee, indemnity or security to secure your obligations to Citigroup and/or us;
  - (xi) any person intending to settle any moneys outstanding under any of your Account(s) with us;
  - (xii) any liquidator, receiver, official assignee or any person appointed under applicable law or court order relating to bankruptcy, liquidation, winding up in respect of any individual or company;
  - (xiii) to such parties as we or Citigroup may be required by legal process or pursuant to any other foreign or domestic legal, regulatory, stock exchange, clearing house or self-regulatory body obligation or request, or agreement entered into by any of them and any governmental authority, domestic or foreign, or between or amongst any two or more domestic or foreign governmental authorities or other authorities, including disclosure to courts, tribunals, legal, regulatory, tax and government authorities, stock exchanges, clearing houses and self-regulatory bodies;
  - (xiv) any parties authorized by you; and
  - (xv) to such parties as may be permitted or required under the laws of Malaysia.
- (c) You agree that Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider may give your personal data and where applicable, that of your beneficial owners, persons under the trust, security providers, partners, committee members, directors, officers or authorized signatories, your subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, security providers, committee members, directors, officers or authorized signatories to other parties outside Citigroup, for any use as specified above, including for commercial purposes.

- (d) You understand and agree with the consequences of the giving of your personal data and those of the other persons mentioned above to parties outside of Citigroup.
- (5) (a) Citigroup does not guarantee the security of any information transmitted by or to it through any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including short message service (SMS))).
- (b) You accept the risk that such information may be accessed by unauthorised third parties and/or disclosed by Citigroup and by its officers, employees or agents to third parties purporting to be the intended recipient.
- (c) Regardless of the above, you agree that Citigroup will transmit such information to the address or other relevant particulars specified by you, and that such information may not be protected with encryption, password protection or any other form of security from disclosure to unauthorised third parties. You accept the risk that such transmission of information may be received, accessed or disclosed to third parties other than the intended recipient(s).
- (6) (a) To the fullest extent permitted by law, Citigroup is not liable for any losses, costs, damages, expenses, claims and demands arising directly or indirectly in connection with any disclosure of information to third parties by Citigroup in the course of its carrying out a transaction or an instruction transmitted by any means of communication or correspondence, where such disclosure arose through physical or electronic interference by a third party who is not our agent or representative.
- (b) To the fullest extent permitted by law, you will not hold Citigroup responsible or liable, in contract, tort, equity or otherwise, for any such access or disclosure or for any loss or damages suffered or incurred by you or any third party as a result of any such access or disclosure (save where caused by any breach or negligence by us). Any such liability that we may have is limited to direct damages only. "Direct Damages" means actual damages or losses suffered by you or any other party (if caused by the Bank) and shall not include any compensation for special, punitive, indirect, incidental or consequential damages or losses, including but not limited to loss of profits, business or value, whether or not foreseeable.
- (7) Unless otherwise notified by you in writing or by calling CitiPhone, you agree and permit the Bank to send commercial electronic messages to you relating to the Bank's products and/or services (i.e. either by way of electronic mail and/or SMS), which may be unsolicited and/or sent in bulk to the Bank's clients.
- (8) You represent and warrant that you have obtained the agreement and consent of all relevant persons, including your beneficial owners, persons under the trust, partners, committee members, security providers, directors, officers and authorised signatories, your subsidiaries, affiliated or associated companies of, or related entities controlled directly or indirectly by you and any of their respective branches and offices, wherever situated and their respective beneficial owners, persons under the trust, partners, committee members, security providers, directors, officers or authorized signatories to carry out the actions described in this Clause 18. You have further provided to these terms parties the necessary notices and secured the necessary waivers to carry out the actions described in this Clause 18 and will in the future provide the necessary notices and secure such necessary consents and waivers in advance of providing the information to Citigroup, any agents and persons to whom Citigroup outsources the performance of its operational functions (including, without any limitation, any Third Party Service Provider) and/or who provides any services, whether within or outside Malaysia and any Payment Infrastructure Provider.

- (9) You agree that your consent in these Terms and Conditions constitutes your consent for any such disclosure for the purposes of any requirement, whether statutory, contractual or otherwise and whether or not having any force of law.
- (10) You expressly authorize the Bank at any time and from time to time to access, obtain, verify or use any Data from any source (including credit reference agencies, BNM, any credit bureau, CCRIS and such relevant authorities) for purposes of evaluating your (including all the guarantors' and security providers', as may be applicable) credit standing in connection to you and any facility, service or accommodation you have or may have (whether or not with the Bank) as the Bank may at its reasonable discretion deem fit. You understand that the opening, operation and conduct of your account and any future facility, service or accommodation applied for by you or granted by the Bank may be reported to DCHEQS maintained by BNM, CCRIS and such relevant authorities, as the case may be, as the Bank may at its reasonable discretion deem fit (such as where we are required by law or any agreement to do so).
- (11) Your request, permission and authorization granted in these terms and conditions (including your request, permission and authorization for the disclosure of the Data as provided in or contemplated by these terms and conditions) shall remain in full force and effect (regardless of whether any facility, service or accommodation have been utilized, cancelled or terminated) as long as it may be necessary or required by us or any law and you confirm that no further request, permission or authorization (collectively referred to as "Consent") is necessary or required in relation to such disclosure.
- (12) Your Consent shall be in addition to and shall not affect any other future or existing Consent that may or will be given by you in relation to the same subject matter or otherwise.
- (13) To the fullest extent permitted by law, we are entitled (but not obliged) to:
- (i) verify or ensure that any Data/information is true, complete and accurate;
  - (ii) update the Data/information; or
  - (iii) notify any person of any changes or updates to the Data/information.
- (14) To the fullest extent permitted by law, no liability to you will arise from any disclosure or transfer of any Data, as contemplated in this Clause 18, under any circumstance or in any manner for any loss or damage (whether direct or indirect, foreseeable or unforeseeable) and howsoever arising (whether in contract, tort or otherwise), including any loss or damage resulting from:
- (a) the Bank or any other person's disclosure or transfer of the Data;
  - (b) the Bank or any other person's reliance on the Data; or
  - (c) the Data being inadequate, inaccurate, incorrect, untrue, erroneous or misstated for any reason, including –
    - (i) any delay in or failure to update or notify of any changes to the Data; or
    - (ii) any technical, hardware or software failure, interruption, breakdown or error,save where such loss or damage is caused by any breach, error, omission or negligence by us.
- (15) To the fullest extent permitted by law, you shall fully indemnify the Bank against any claims, expenses, legal actions, and liabilities which may from time to time be brought against or incurred by us in relation to the disclosure or transfer of any Data/information provided by you and/or caused by you or anything within your reasonable contemplation or control. The amount of such liabilities indicated by us shall be conclusive, save where there is fraud or manifest error. This clause applies whether or not any facility, service or accommodation have been utilized, cancelled or terminated.

## **19. WAIVER AND INDULGENCE**

These Terms and Conditions may be waived by the Bank in whole or in part with or without conditions at the discretion of the Bank. Any failure by the Bank to enforce any of the provisions or any forbearance delay or indulgence granted by the Bank to you will not be construed as a waiver of the Bank's rights.

## **20. CONNECTED PARTIES**

The approval and granting of the Loan to you is on condition that the Bank will not be in breach or contravention of any law legislation or regulation in particular unless you have declared in writing to the contrary, you declare that you are not a connected party(ies) of Citibank Berhad as set out in Bank Negara Malaysia's Guidelines on Credit Transactions and Exposures with Connected Parties [including any amendments and/or substitutions thereafter (if any)] ("the Connected Party Guidelines"). You undertake to declare to the Bank immediately in writing if you are a connected party of Citibank Berhad. You understand that if you are a connected party of Citibank Berhad, Citibank Berhad may not be able to grant or continue to grant credit facilities, banking facilities or accommodation to you.

A person is a connected party of Citibank Berhad if, among others, the person –

- (a) is a director (or alternate director) of Citibank Berhad or is a close relative of a director (or alternate director) of Citibank Berhad;
- (b) is a controlling shareholder of Citibank Berhad or is a close relative of a controlling shareholder of Citibank Berhad;
- (c) is an executive officer of Citibank Berhad or is a close relative of an executive officer of Citibank Berhad;
- (d) is an officer of Citibank Berhad who is responsible for or has authority to appraise and/or approve credit transactions or review the status of existing credit transactions (a "Credit Officer") or is a close relative of a Credit Officer;
- (e) is a firm, partnership, company or any legal entity which control, or are controlled by, any person listed in (a) to (d) above;
- (f) is a firm, partnership, company or legal entity in which any person listed in (a) to (d) above is interested as a director, partner, executive officer, agent or guarantor or is a subsidiary or an entity controlled by any such firm, partnership company or legal entity; or
- (g) is a person for whom any person listed in (a) to (d) is a guarantor.

A close relative of an individual includes the individual's:

- (i) spouse and the dependents of the spouse;
- (ii) child (including step children and adopted children) and the spouse of the child;
- (iii) parent; or
- (iv) brother or sister and their spouses.

## **21. COST AND EXPENSES**

All reasonable costs and charges incurred by the Bank in connection with the Loan (including, but not limited to, any review of the Loan) and/or the Bank's enforcement of its rights in relation to the Loan, the Bank's solicitors' fees (on a full indemnity basis) and stamp duty on the documentation (inclusive of all penalties for late payment for any reason), are borne by you and are payable by you immediately upon demand by the Bank regardless of whether or not the Loan is utilised, suspended or cancelled. The Bank may reasonably deduct the costs and charges amount from the Loan sum prior to disbursement or to debit the amount into your account with the Bank with notice to you and such amount will bear interest at such rate as the Bank may stipulate from time to time by giving you adequate prior written notice.

## **22. STATEMENT BY BANK**

A statement or notice by the manager or any duly authorised officer or agent of the Bank for the time being or computer generated notices issued by the Bank which do not require signatures issued by the Bank as to the amount of such balance and liabilities incurred or due to the Bank or as to the date of interest or the amount of interest payable is conclusive evidence for all purposes, save for fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries).

### **23. DUTY TO VERIFY STATEMENTS OF ACCOUNTS**

- (a) You must verify all statements of accounts sent to you by the Bank and revert to the Bank within fourteen (14) days of the date of such statements of accounts if there is any discrepancy in such statements of accounts. If we did not receive any reply from you (within the time frame stipulated) on the discrepancy, the statement will be conclusive and binding against you, save for fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries).
- (b) For the avoidance of any doubt, this provision only applies to you without affecting our rights to make good, correct or reverse any entries in your statement of accounts to recover any monies mistakenly credited into your Account (whether by a third party or for the use of the Bank) for which you will be liable to pay over to the Bank.

### **24. SUSPENSE ACCOUNT**

To the fullest extent permitted by law, to enable the Bank to preserve the liability of any party, including yourself, once a writ or summons or any originating process has been issued or to prove in your bankruptcy or insolvency or for other reasons as the Bank reasonably thinks fit or necessary for such purpose, any money received by the Bank in respect of the Loan may be kept to the credit of a suspense account for so long as the Bank reasonably thinks fit without any obligation in the meantime to apply the money towards settlement of any liabilities due from you to the Bank.

### **25. SET-OFF/CONSOLIDATION OF ACCOUNT**

- (1) In the event of the occurrence of any of the Event or Events of Default, the Bank may combine, consolidate or merge your Other Bank Accounts and liabilities with the Bank anywhere, whether in or outside Malaysia and whether your Other Bank Accounts are held alone or jointly with any other person.
- (2) In the event of the occurrence of any of the Event or Events of Default and to the fullest extent permitted by law, the Bank may transfer or set-off any sums in credit in such account towards satisfaction of any of your liabilities by giving adequate prior written notice to you, regardless that the credit balances on such accounts and the liabilities on any other accounts may not be expressed in the same currency.
- (3) The Bank is authorised to make any necessary conversions at the Bank's own prevailing rate of exchange.
- (4) (a) The consequence of "set-off" is that amounts that you and the Bank owe to each other are reduced by the same amount. The Bank will not exercise these rights so as to cause a liability to become secured if the Bank agreed that it would not be secured.  
(b) Adequate prior written notice will be given to you prior to the set-off or consolidation of your Account(s) if the Bank intends to set-off a credit balance in your Other Bank Account against a debit balance in the Loan Account.
- (5) (a) In the case of joint account(s), the Bank may, to the fullest extent permitted by the law, set-off the liabilities of any joint account holder to the Bank on any account, whether as borrower, surety or otherwise against the credit balance in the joint account(s), in which event, adequate prior written notice will be given.

- (b) Where the said sums have been incurred by only one or some (but not all) of the joint account holders, Citibank's rights under the preceding paragraph will also extend to credit balances to which all the joint account holders are singly or jointly entitled.
- (6) Where monies are set-off by the Bank following the exercise of its rights in these Terms and Conditions, you undertake that you will not, without first obtaining the Bank's prior written consent, withdraw or cause any act that would result in the withdrawal of such monies. The Bank reserves the right to earmark such monies before the setting-off, without further reference to you or any other party to the Account(s).
- (7) We may reasonably debit your Account(s) with the full amount of any reasonable charges, fees (including legal costs on a full indemnity basis and stamp duty), costs and expenses, custody charges, interest, Taxes, commission (including brokerage commission) and penalties (collectively, "Charges") payable to us whether in respect of:
- (a) your Account(s);
  - (b) any liability of any nature arising (whether in Malaysia or elsewhere) in respect of your Account(s) or otherwise;
  - (c) any financing facilities, loans or overdrafts granted to you and any of its outstanding advances; or
  - (d) any overdrawn sums on your Account(s).
- (8) All such monies and charges payable by you are exclusive of any government tax(es) or other value added tax (whether imposed in Malaysia or any other jurisdiction) which will, where applicable, be paid by you in addition to any sums otherwise payable, at the rate in force at the due time for payment or such other time as is stipulated under the relevant legislation.

## **26. BANK NOT LIABLE**

The Bank is not liable in any manner and under any circumstances for any of the following matters:

- (a) paying into the bank account in accordance with the information provided by you in the application form when such information provided by you is not accurate or wrong; or
- (b) paying into the joint bank account in accordance with the information provided by you in the application form and where the Loan was subsequently withdrawn by the joint account holder(s) or by any other person, whether authorised or otherwise.

## **27. ASSIGNMENT**

- (a) You cannot assign your rights or obligations under these terms and conditions. These Terms and Conditions are binding upon and take effect to your benefit and to the benefit of the Bank and your/its respective estates, heirs, personal representatives, successors-in-title, assigns and any other persons for the time being deriving title under them.
- (b) The Bank will be entitled to assign and/or transfer the Loan and/or the whole or any part of its rights or obligations under the Loan if it does not materially affect the provision of services to you or to your rights at any time by giving adequate prior written notice to you (if such notice is required by law) . Any recital or statement in the document of assignment or transfer of the amount due to the Bank under these Terms and Conditions will be conclusive and binding on you for all purposes, save for fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries).
- (c) All reasonable costs and expenses of the Bank and the assignee or transferee of or incidental to such assignment or transfer. Any recital or statement in the document of assignment or transfer of the amount due to the Bank in respect of the Loan is conclusive and binding for all purposes against you, save for fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries).

## **28. SUCCESSORS BOUND**

This Agreement binds the Bank's respective successors-in-title and assigns.

### **29. SEVERABILITY**

To the fullest extent permitted by law, if any of these Terms and Conditions are, for any reason, held to be illegal, invalid or unenforceable in any way under any law, rules or regulations, all other provisions will remain valid and enforceable.

### **30. VARIATION, REVISION OR CHANGE OF TERMS AND CONDITIONS**

- (1) By giving you adequate prior written notice in accordance to Bank Negara Malaysia guidelines or any laws, regulations or directives in force for the time being, the Bank may vary the terms and conditions of this Agreement.
- (2) Notice by the Bank may take any written form. Any amendments or variations to the terms and conditions of this Agreement will be deemed to have been incorporated into these terms and conditions and have been drawn to your attention by:
  - (i) their being displayed at any of the Bank's offices or branches nationwide;
  - (ii) their inclusion in your monthly statement;
  - (iii) a notice of the amendments and variations being sent to you;
  - (iv) being advertised or advertisement in one issue of a daily national newspaper addressed to the general public;
  - (v) posting on the Bank's website; or
  - (vi) any other mode which the Bank deems sufficient in accordance with the applicable laws and Bank Negara Malaysia guidelines.
- (3) Such variation applies on the effective date specified by us in accordance with the applicable laws, regulations and guidelines and will apply to all outstanding balance in your Account, among others.
- (4) If you do not accept the proposed variation, you must cancel your Loan Account by calling CitiPhone or giving prior written notice to the Bank, before the effective date of such proposed variation and subject to Clause 16 above, you must settle the principal amount outstanding in respect of the Loan together with all interest and other monies outstanding from you to the Bank in respect of or arising from the Loan up to and including the proposed date of cancellation and early settlement fee above or pursuant to any other agreement or arrangements agreed between the Bank and you.

### **31. NOTICES AND REMINDERS**

Every certificate or statement and every notice, demand or other communication under this Agreement is given in accordance with the provisions of any applicable law, any relevant provisions under these Terms and Conditions or in accordance with the following provisions:

- (i) Every certificate or statement and every notice, demand or other communication must be in writing and:
  - (a) if given by you, deemed duly given if addressed to the Bank and left at or sent by prepaid registered or recorded delivery post to the address of the Bank stated in the letter notifying you of the Bank's approval of the loan or at such other address as may from time to time be notified by the Bank to you for that purpose;
  - (b) if given on behalf of the Bank by any officer, solicitor or agent, deemed duly given if addressed to you at and left at or sent by prepaid ordinary or registered or recorded delivery post to you at the address stated in the application form or at such other address as may from time to time be notified by you to the Bank for that purpose or at your usual or last known place of abode or business or, as the case may be, your registered office or usual or last known place of business.
- (ii) Any certificate, statement, notice, demand or other communication is deemed to be given to and received by you:

- (a) at the time the same is left at your address;
- (b) by post forty-eight (48) hours after posting.
- (iii) it is agreed that any certificate, statement, notice, demand or other communication given or required to be given to you may be computer generated in which case it:
  - (a) need not bear any signature; or
  - (b) may contain a printed or facsimile signature. The Bank is entitled at any time and at our discretion to send you reminders in respect of any amount due and payable under this Agreement (including the Monthly Instalment) and the Payment Due Date each month ("Reminders"), whether or not you have requested for the same.
- (iv) You may be notified of each reminder via mobile phone or short messaging service (SMS) (if supported by your phone operator) subject to the relevant term and charges of the phone operator or service provider.
- (v) You are fully aware that your receipt of each reminder may be delayed or prevented by factor(s) affecting the relevant provider(s), phone operator(s), currency market(s) and any other relevant entities.

### **32. SERVICE OF LEGAL PROCESS**

- (1) To the fullest extent permitted by law, any notice, request or legal process will be sufficiently served to you if sent by registered post to your last known address (whether within or outside Malaysia and whether such address is a Post Office Box or is a place of residence or business) as may be provided to the Bank or to the Bank's solicitors. Nothing in this paragraph affects the Bank's right to serve legal process in any other manner permitted by law.
- (2) Such service will on the fifth (5th) day after posting be deemed to be good and sufficient service of such legal process.
- (3) For the purposes of this Clause, "legal process" includes all forms of originating process, pleadings, interlocutory applications of whatever nature, affidavits, orders and such other documents and notices as may be required to be given or served under any legislation or subsidiary legislation.
- (4) Where judgement of an order had been obtained against you, service of the judgement or order may be effected in the same manner as set out in these Terms and Conditions and is deemed to have been duly served on you.

### **33. COMMUNICATIONS**

- (1) Without affected the provisions of Clause 31 above, for the purposes of this Clause 33, "Communications" means:
  - (a) any notice, request reminder, demand, legal process, telephone call, electronic mail (whether encrypted or not), short message services provided by telecommunications providers, or such other means and/or any other communication by the Bank to you and
  - (b) any certificate, statement, notice, demand or other communication given:
    - (i) via the telephone ("Telephone Instructions"); or
    - (ii) via electronic or digital transmission ("Electronic Instructions");
 which may from time to time be, or purport to be, given by or on behalf of you and which may be reasonably deemed to have been given by you without further inquiry or verification on the Bank's part as to the authority or identity of the person making or purporting to make such Communication beyond the verification process outlines in this Clause 33(3) below.
- (2) The Bank is authorized by you, but is not obliged, to rely upon and act in accordance with any Telephone Communication and/or Electronic Communication which may be, or purport to be, given by or on behalf of you, without inquiry or verification on the Bank's part as to the authority or identity of the person making or purporting to make such Communication beyond the verification processes outlined in this Clause 33(3) below.



- (3) The Bank may rely upon and act in accordance with such Communication, provided that:
- (a) In the case of Telephone Instructions, the person making or purporting to make such Communication has:
    - (i) quoted or keyed in:
      - a. the title or number of your relevant account with the Bank and the valid and current personal identifying code or number (if any) for such account or any of your personal information which was previously furnished by you to the Bank; or
      - b. such information or particulars as may be required by the Bank; or
    - (ii) satisfied such requirements as may be required by the Bank;
  - (b) in the case of Electronic Instructions, the person making or purporting to make such Communication must have satisfied such requirements as may be required by the Bank.
- (4) The Bank is entitled (but not bound) to treat Communication as authentic and valid and fully authorised by and binding upon you, and the Bank is entitled (but not bound) to take such steps in connection with or in reliance upon such Communication as the Bank may consider appropriate, whether such Communication:
- (a) includes instructions to pay money or otherwise to debit or credit any account;
  - (b) relates to the disposition of any money, securities or documents;
  - (c) relates to the change of your address or facsimile, telex or telephone number;
  - (d) purports to bind you to any agreement or other arrangement with the Bank or with any other person; or
  - (e) to commit you to any other type of transaction or arrangement whatsoever, regardless of any error or misunderstanding or lack of clarity or details in the terms of such Communication.
- (5) You agree to keep any personal identifying code or number for your account(s) with the Bank strictly confidential at all times and must not disclose or permit it to be disclosed to any person. You must report to the Bank immediately if any such personal identifying code or number has become known to any person. You must bear all the consequences arising out of your failure to comply with your obligations under this Section.
- (6) Subject to the provisions on indemnity, and to the fullest extent permitted by law, you agree and undertake to indemnify the Bank and to keep the Bank indemnified against all losses, costs and expenses incurred or sustained by the Bank in connection with our reliance on such Communication given via the telephone or via facsimile transmission or via electronic or digital transmission.
- (7) Any Communication from you to the Bank is irrevocable and is effective only when received by the Bank at such address or contact number as notified to you.

Save for fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries), the following are binding and conclusive on you in all courts of law and elsewhere, and can be used as conclusive evidence in any legal proceedings against you:

- (a) Statements issued by or on behalf of the Bank which is signed by an authorized officer of the Bank, or contained in a document produced by a computer in the course of its ordinary use as to the monies and liabilities due or incurred by you to the Bank;
- (b) Letters issued by a firm of solicitors acting on behalf of the Bank as to the monies and liabilities for the time being due or incurred by you to the Bank;
- (c) Any admission or acknowledgement in writing by you or by any person authorised by you of the amount of indebtedness of you to the Bank; and

- (d) Any judgment or award obtained by the Bank against you in respect of the amount of indebtedness of you to the Bank.

#### **34. TIME OF ESSENCE**

Time is of the essence of this Agreement.

#### **35. NOTIFICATION OF CHANGE**

- (1) You undertake and are obliged to inform the Bank promptly if:
- (a) you intend to reside outside Malaysia;
  - (b) there is any change or proposed change in your employment or business or address (office or residential), email address and your contact number(s); and/or
  - (c) there is any change to the personal information furnished by you in the Bank's records; and you must immediately provide the Bank with any or other information and documents as the Bank may reasonably require from time to time.
- (2) The Bank will rely on your personal information being kept up-to-date and complete. To the fullest extent permitted by law, you will not hold the Bank liable or make any claims against the Bank if our records are out-of-date, incomplete or inaccurate because the Bank was not advised of the change. For purposes of informing the Bank, you may do so by calling CitiPhone or writing to the Bank in the manner provided in Clause 33 above, including Electronic Instructions.
- (3) You agree that the Bank can verify your identity or information about you via any means.

#### **36. GOVERNING LAW AND JURISDICTION**

- (1) This Agreement is deemed to be a contract made under the laws of Malaysia and is for all purposes governed by and construed in accordance with the laws of Malaysia. You irrevocably submit to the non-exclusive jurisdiction of the courts in Malaysia or the courts of such other competent jurisdiction as the Bank may at its discretion elect.
- (2) If you are a non-citizen or a non-resident of Malaysia, you undertake to nominate an agent with an address in Malaysia to accept service of any legal process in Malaysia, if requested to do so by the Bank. Such agent must acknowledge in writing to the Bank its appointment as such agent and service of legal process on such agent will be deemed to be good service on you.

#### **37. RIGHT TO OUTSOURCE DEBT COLLECTION AND APPOINT AGENT**

You agree that the Bank has the right to outsource the collection of debt for delinquent accounts to third party debt collection agencies by giving you adequate prior written notice. For this purpose, you also agree that the Bank may appoint an agent ("the Agent") to collect all sums due to the Bank from you under this Agreement and the Bank may disclose to the Agent, your Loan Account and any other relevant information relating to your Loan Account to assist the collection of all sums due and owing to us by you.

#### **38. ADDITIONAL TERMS AND CONDITIONS**

The Loan is subject to:

- (a) these Terms and Conditions;
- (b) the Bank's terms and conditions and requirements governing the facilities and services and the accounts that are or may from time to time be made available or opened by the Bank for the Bank's customers as may be prescribed or stipulated by the Bank from time to time with adequate prior written notice; and
- (c) the directives, rules, regulations and guidelines issued from time to time by Bank Negara Malaysia, and any other monetary, governmental or other authorities, agencies or bodies having jurisdiction over the Bank.

### **39. INTERPRETATION**

- (1) In these Terms and Conditions, unless the context requires another meaning, a reference to:
  - (a) the singular includes the plural and vice versa;
  - (b) a gender include all genders;
  - (c) the whole includes any part;
  - (d) a collection or group consisting of two (2) or more constituents includes any one or more of such constituents;
  - (e) a document (including these Terms and Conditions) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
  - (f) a person (including a party) includes a body of persons corporate or unincorporated;
  - (g) a law is a reference to that law as amended, consolidated, supplemented or replaced, and it includes a reference to any regulation, rule, statutory instrument, by law or other subordinate legislation made under that law, and any legislation, treaty, judgment, rule of common law or equity.
- (2) Any right, entitlement, discretion, liberty or power which may be exercised or any determination which may be made by the Bank under these terms and conditions (including any opinion of, requirement by, and matter or circumstances acceptable to us, any determination of any period or duration of time by us and any objection issued by you) must be reasonably exercised or made in the Bank's reasonable discretion. To the fullest extent permitted by law, the Bank will not be obliged to give any reasons for such exercise or determination.
- (3) Where required by law, any notice to be given by us shall be given adequately in advance and in writing.
- (4) The respective rates of interest provided in these Terms and Conditions are applicable both before as well as after demand or judgment;
- (5) A "month" means a period calculated from any specific day up to and including the day immediately before the day numerically corresponding to that specific day in the subsequent month or if there is no such day in such subsequent month, the last day of that month
- (6) Headings and sub-headings are inserted for convenience only and have no legal effect.

### **40. CITIBANK ONLINE TERMS AND CONDITIONS**

In addition to the provisions set out above, in the event you request for the use of our services through our internet online services, the terms and conditions of our online services or Citibank Online is applicable apply in addition to and not in substitution for any terms and conditions contained in these Terms and Conditions. Please visit [www.citibank.com.my](http://www.citibank.com.my).

### **41. CITIPHONE BANKING TERMS & CONDITIONS**

1. Even if there are the terms of any present or future mandate or other agreement between the Bank and you, the Bank is authorised to act on and to treat and consider as valid and binding on you any telephone instructions given by any person quoting or keying in the title or number of the Account and the valid and current personal identifying code or number ("T-PIN") (if any) for the Account or any personal information in relation to you which was previously furnished by you to the Bank. You acknowledged and agree that the quoting or keying in of such information will be sufficient proof of the authenticity of such instructions. The Bank will not be under any obligation to verify the identity or the authority of

the person giving the telephone instructions in or purportedly in your name beyond the verification processes outlined in this Clause 33(3) above and the Bank will not be liable for acting on the telephone instructions which are given by the person regardless of whether the person is authorised or unauthorised and regardless of the circumstances prevailing at that time of such instructions save where any loss or damage is caused by any breach, error, omission or negligence by the Bank. However, the Bank reserves the discretion not to carry out any such instructions of the Bank has any reason to doubt its authenticity or if in the Bank's opinion it is unlawful or otherwise improper to do so or for any other reason.

2. Notwithstanding anything to the contrary herein contained, the Bank will be entitled at its discretion not to carry out any telephone instructions in respect of an Account if the Account:
  - (i) is in the name of a person who is not a natural person; or
  - (ii) is a joint Account in the name of two (2) or more natural persons which is not also several Account.
3. You agree to keep the T-PIN strictly confidential at all times and will not disclose or permit it to be disclosed to any unauthorised person. You must report to the Bank immediately if the T-PIN has become known to any unauthorised person. You must bear all consequences arising out of your failure to comply with your obligations under this Clause. In respect of telephone instructions, the Bank may require you to:
  - (i) confirm in writing the instructions within the period stipulated by the Bank and/or call back the Bank to confirm the instructions and/or to provide such other information and/or execute such other documents which the Bank may deem necessary, failing which the Bank may treat such instructions as having lapsed; or
  - (ii) refute in writing the instructions within the period stipulated by the Bank, failing which the Bank may treat such instructions as having been confirmed by you.
4. Any information given by the Bank under the service is for reference only. To the fullest extent permitted by law, the Bank will not be liable or responsible for the sufficiency or accuracy of the information so given, save where such insufficiency and/or inaccuracy is caused by any breach, error, omission or negligence by the Bank and the Bank reserves the right to update and vary such information at the Bank's reasonable discretion.
5. To the fullest extent permitted by law, the Bank will not be liable for any loss arising out of or in connection with carrying out or failure or delay in carrying out your instructions save where it is solely caused by the Bank's breach, omission or negligence.
6. The Bank may (but is not be obliged to) record the telephone instructions in writing and/or by tape recording and/or method and such record of any instruction will be conclusive and binding on you save in the case of fraud or manifest error. You agree and authorize the Bank to use such recordings (or transcript of such recordings) for purposes of any legal proceedings.
7. You must ensure there are sufficient funds or pre-arranged credit facilities in your account(s) for the purpose of implementing any telephone or other instructions and the Bank will not be liable for any consequences arising out of the Bank's failure or delay in implementing such instructions owing to insufficient funds and/or credit facilities; provided that if the Bank at its discretion decide to implement the instructions regardless of such insufficiency, the Bank may do so with prior written notice to the Customer and Customer will be responsible for the resulting overdraft, advance or credit created.
8. All documents sent by you and received by the Bank and all taped recordings of your instructions will be admissible as primary evidence in any civil proceedings between the Bank and you.
9. To the fullest extent permitted by law, the Bank reserves the right to add to or vary any of the services available under the service or the terms upon giving adequate prior written notice to you in accordance with Clause 30 above.
10. The Bank reserves the right to cancel or suspend the CitiPhone Banking services by giving you notice in which case, you may contact the Bank by other available means or such other means as may be notified by the Bank.

11. You will pay to the Bank all fees and charges which the Bank may impose from time to time and notify to you in connection with the services.
12. Any Third Party Beneficiary and payment requests are made entirely at your risk and to the fullest extent permitted by law, the Bank will not be responsible for any delay, mistake, neglect or omission in transmitting payment to the beneficiary(ies) arising from any circumstances beyond the bank's reasonable control.
13. These terms and conditions are in addition to and not in substitution for any other agreements, mandates, terms and conditions relating to your account(s) with the Bank.

#### **42. CITIBANK'S PRIVACY NOTICE**

Keeping personal data of individuals secure is a top priority for all of us at Citibank. Please visit us at [www.citibank.com.my/privacyEng](http://www.citibank.com.my/privacyEng) to view our Notice and Choice Principle Statement where we seek to outline how we intend to deliver all the rights and protections that you are entitled to in respect of your personal data.

#### **43. YOUR CHOICES AT CITIBANK MALAYSIA**

##### **Additional Services or Products**

Citibank may in its reasonable discretion:

- (a) introduce or provide other products, additional facilities or services to you upon such terms and conditions as Citibank may specify;
- (b) furnish you with information relating to and in connection with any investment possibilities, banking and investment products (including unit trusts, treasury and other financial derivatives) in any jurisdiction; and
- (c) introduce new methods of procuring transactions which arise in the course of providing banking and other services to you.

At Citibank we endeavour to keep you informed of the latest marketing and promotional offers we feel would be useful and beneficial to you. These include programs you may find valuable in helping you manage your account such as product or service upgrades, credit line increases and other benefits.

However, you can choose not to receive these materials should you so desire, by calling our CitiPhone Banking or writing in to Citibank Berhad, (Ref: Privacy), P.O. Box 11725, 50754 Kuala Lumpur or logging in to Citibank Online at [www.citibank.com.my](http://www.citibank.com.my) (if available to you) to email us. Please allow 8 to 10 weeks for your request to take effect. If you would like to be reinstated, simply call our CitiPhone Banking Officers and we will gladly assist you with your request.

#### **44. CITIBANK INSTALMENT LOAN - TERMS AND CONDITIONS FOR DEBT CONSOLIDATION**

These terms and conditions for Debt Consolidation supplement and form part of the Citibank Instalment Loan Terms and Conditions (as amended from time to time by giving adequate prior written notice). All definitions used here will carry the same meaning in the Citibank Instalment Loan Terms and Conditions, unless stated otherwise. In the event of any conflict or discrepancy between the terms contained here and the Citibank Instalment Loan Terms and Conditions, the specific terms in this part herein shall prevail to the extent of such conflict or discrepancy.

- (1) Subject to Citibank's approval, you agree that the Loan shall only be used for purposes of consolidating your credit card(s), loan(s) and/or credit facility(ies) debt obligations you may have with other financial institutions and for the purposes of full settlement of the outstanding balance of your existing credit card(s), loan(s) and/or credit facility(ies) with the other financial institutions, as specified by you in the application for the Loan. The approvable Loan amount must be at least 100% of the balances

outstanding appearing in the latest statement of accounts of your existing financiers. If approvable instalment loan amount is less than 100% of the Loan amount applied for, Citibank's may reject your application, at its discretion.

- (1) (2) You must provide the latest redemption statement or early settlement statement and/or the latest credit card monthly statement, as the case may be, from the other financial institutions which granted you the existing credit card(s), loan(s) and/or credit facility(ies) to show the account number, the current outstanding balance, early settlement amount or any additional documents or information which the Bank may require. In the event you fail to produce any of the required documents requested by the Bank, the Bank reserves the right to reject your application or at its discretion, grant the Loan to you on the prevailing interest rate (Prescribed Rate) determined by Citibank and notified to you in writing.
- (2) If your application for the Loan is successful, the Loan amount will be transferred directly to your existing credit card, loan and/or credit facility account(s) with the other financial institution as stated in your application for the purpose of full settlement of the outstanding balance specified by you in your application.
- (3) Citibank will not be liable or responsible to settle any fees, charges and/or penalties imposed by the other financial institution for the full settlement of your current loan account granted by the other financial institution.
- (4) If your application for the Loan is successful, the Bank will inform you in writing of the approval together with the rate of interest (Prescribed Rate) that you are required to pay on the Loan.
- (5) In the event there is an excess settlement payment or credit balance in any of your existing credit card, loan or credit facility account(s) with the other financial institution, you will be solely responsible to request for a refund from your current financial institution. Citibank will not be obligated to recover such balances or instruct the other financial institution to pay over such balances.