



# General Terms & Conditions

APPLICABLE TO ALL ACCOUNTS

(EFFECTIVE FROM 1ST NOVEMBER 2004)

Your Citi never sleeps

**citibank**

## General Terms and Conditions

In consideration of the Bank opening and maintaining the Account(s) and providing the Account Holder at its discretion such banking facilities, finance or financial services as may be requested by the Account Holder from time to time ("Services"), the Account Holder agrees that the terms and conditions contained in these Terms and Conditions as may from time to time be amended, supplemented by the Bank in the manner provided herein shall be binding on the Account Holder.

### 1. Introduction

- 1.1 These Terms and Conditions explain our obligations to you and your obligations to us and apply to all accounts of whatsoever nature opened and maintained in Pakistan Rupees or any other currency including but limited to, saving accounts, current accounts, deposits, Credit Card accounts (referred to as the "Account") with any of Citibank, N.A.'s branches in Pakistan ("Bank"), the Services and the various modes of communication.
- 1.2 Your signing of the account opening documentation shall be considered your agreement to these Terms and Conditions and you agree to be bound by these Terms and Conditions and any amendments thereto from time to time made by the Bank and any additional conditions.
- 1.3 Additional conditions include but not limited to schedule of charges, applicable rates on deposits, notice periods, minimum or maximum balance and other terms and conditions which may be general or specific to a particular Account or Service. You will be advised of these additional conditions when you open such Account or apply for such Services. If the additional conditions are inconsistent with these General Terms and Conditions the additional conditions will prevail.
- 1.4 The term "you" "your" "Account Holder" or "Customer" shall include any customer operating an Account with us and where appropriate any person authorized to give instructions in relation to the Account and in the case of a joint Account or an Account other than that of an individual, all account holders or authorized signatories each of whom shall be deemed to have joint and several obligations to the Bank.
- 1.5 The term "Account" or "Funds" shall include the deposit specified in the Account opening documents, the balance from time to time in the Account, any notice or time deposit placed with the Bank and all other Accounts including, Credit Card accounts and sub-accounts that may from time to time be opened and maintained from time to time.
- 1.6 The term "we", "us", "our" "Bank" or "Branch" shall mean any of Citibank N.A.'s branches in Pakistan and its successors-in-interest and assigns but shall specifically exclude the head office/Citigroup or any other branch of Citibank N.A. or its subsidiaries or affiliates unless otherwise required explicitly by the context.
- 1.7 The term "CitiCard" means a card issued by the Bank to the holder of an Account to enable such holder to have direct access to the Account through an ATM (as defined below) or to effect banking transactions by electronic means at an ATM twenty-four hours a day seven days a week and includes CitiGold or CitiCard or any other card as may be issued by the Bank in relation to the Account.
- 1.8 The term "Check" includes a pay order, bankers draft or any other negotiable instrument as the case may be.
- 1.9 The term "laws" includes but is not limited to any statute, delegated legislation, circulars, notifications, regulations, directives, decrees, court orders and orders of any Federal or Provincial Government and its agencies including the State Bank of Pakistan.
- 1.10 Where the context so admits, words denoting the singular will be deemed to include the plural and vice versa.

### 2. Bank's Responsibility or Liability to Account Holder

- 2.1 The Funds are payable solely at the branch in which the Account is maintained or at the Bank's discretion in any other branch of Citibank, N.A. in Pakistan and shall be governed by and subject to the laws for the time being in force in Pakistan.
  - 2.2 The Accounts are not insured by the Deposit Protection Scheme (DPS) of the United Kingdom nor by the Federal Deposit Insurance Corporation (FDIC) of the United States of America nor under any other insurance contract outside or within Pakistan.
  - 2.3 The Bank shall have no responsibility or liability to the Account Holder for any loss or diminution due to taxes or other levies or charges/cost incurred by the Bank or depreciation in the value of Funds whether due to devaluation or fluctuation in the exchange rate or otherwise or unavailability of Funds whether in the currency of Account or otherwise due including but not limited to:
    - (i) restrictions by the State Bank of Pakistan for the time to sell or inability of the Bank to purchase foreign exchange necessary to meet the request for withdrawals; or
    - (ii) restrictions on convertibility or transferability; or
    - (iii) expropriation, confiscation, requisition, nationalization, distraint or other action by the Government or regulatory authorities or agencies of the Government of Pakistan affecting all or a substantial portion of the Bank's assets;
    - (iv) moratorium or suspension of payments by banks in Pakistan;
    - (v) exercise of military or usurped powers, acts of war or civil strife or any other cause beyond the Bank's control;
- Upon the occurrence of any of the above, neither the Bank nor its Head Office, nor any branch, subsidiary or affiliate of the Bank shall be under any obligation to provide Funds or the amount standing to the credit of the Account.
- 2.4 The Bank may place or deposit the Funds with such depository or depositories as it may select.

- 2.5 It is agreed by the Account Holder that the Bank's determination of profit and loss on PLS Saving Account or PLS Time Deposit and interest/return on foreign currency Accounts or foreign currency Time Deposits shall be final and binding on the Account Holder and shall not be questioned or disputed by the Account Holder.

### **3. Minimum Deposit**

- 3.1 The balance in the Account shall not at any time be less than the applicable minimum from time to time specified by the Bank. The Account Holder agrees to maintain such minimum balance failing which the Bank may at its discretion close the Account and return the Funds to the Customer subject only to the Bank having given seven days prior written notice to the Customer of its intent to close the Account.
- 3.2 Without prejudice to the Bank's right to close the Account, the Account Holder agrees that a charge, to be determined at the sole discretion of the Bank, may be recovered if Account Holder fails to maintain the minimum balance as required pursuant to any particular category of Account.

### **4. Bank's Lien and Right of Set Off**

- 4.1 Notwithstanding any provision to the contrary contained herein, the Bank may at any time without notice to the Account Holder assert a lien/charge on the Funds with regard to any indebtedness owed to the Bank whether matured or unmatured and the Account Holder hereby authorizes the Bank at its discretion and without notice to the Account Holder to consolidate all Accounts in which the Account Holder is beneficially entitled, irrespective of the currency or currencies involved, and set-off the amounts available in any such Account against the liability of a corresponding amount in any other Account. If a shortfall or deficiency arises in favour of the Bank, the Account Holder shall be bound to pay the same forthwith upon first demand by the Bank. Any statement of account rendered by the Bank showing such set off shall (except for any manifest errors) be conclusive evidence against the Account Holder.
- 4.2 The Account Holder agrees that in addition to any rights of set-off and any similar express or implied right, the Bank may at any time, as a continuous right without notice or demand, debit the Account with any amount payable by the Account Holder to the Bank, whether such Account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit.

### **5. Communication and Notices**

- 5.1 Any notice, demand or other communication, including Statement (as defined below) ("Notice") may be sent to the Account Holder by personal delivery or through courier companies or postal services or through e-mail or any other mode of communication available by way of modern devices/technology at the mailing address/e-mail address given in the Account opening form or such other address as the Account Holder may have notified to the Bank in writing or through telephone. It is the Account Holder's responsibility to ensure that it has provided to the Bank its current address and other details (specified below).
- 5.2 Subject to receipt of written instructions from the Account Holder or as deemed necessary and decided by the Bank, Notice may, at the Bank's discretion, also be transmitted by facsimile or electronic mail or short messaging services (SMS) through cellular/mobile phone or through any other means available by way electronic devices. However the Account Holder is advised that transmission of unencrypted communication by any means (such as facsimile or email or SMS/telephone call) is not a secure mode of communication or transmission of confidential information and involves the risk of unauthorized access, alteration of data and/or usage thereof. The Bank would not be liable or responsible, in any manner, for any misuse or any costs or damages to either party due to any errors, delays or problems in transmission or otherwise caused by unencrypted communication. Transmission of Notice using such mode of communication will be solely at the Account Holder's risk.
- 5.3 Subject to receipt of written instructions from the Account Holder, Notice may at the Bank's discretion be retained in the Account Holder's "Hold Mail File" for periodic collection from the Bank's counters by the Account Holder or any authorized signatory to such Account. If any Notice in the Hold Mail File is not collected by the Account Holder or any authorized signatory to such Account, within three months, the Bank shall have the authority to send them to the Account Holder in the manner specified in 5.1 above. However, the Bank shall not be liable in any manner to the Account Holder for delay in collection or non collection of Notice(s) by the Account Holder.
- 5.4 The Bank shall have the authority to debit and recover from the Account any transmission or hold mail charges payable by the Account Holder as per the applicable schedule of charges.
- 5.5 Notice shall be deemed to be duly sent to and received by the Account Holder (i) if sent by post or through courier on the day of delivery, (ii) if sent by post on the 7th day after the envelope containing the Notice, duly stamped, is posted; (iii) if transmitted by facsimile or electronic mail on the date of transmission; (iv) if retained in Hold Mail File on the date of the Notice.
- 5.6 Notice to a joint Account Holder will be deemed to be effective notice to all the other joint Account Holders.

### **6. Account Statements**

- 6.1 The Bank will issue and send to the Account Holder, statement of account ("Statement") semi-annually or at such intervals as may be directed by the regulators or as the Bank may in its discretion deem fit. Provision of duplicate or additional copies of Statements shall be subject to such charges as may from time to time be specified in the Bank's Schedule of Charges. Subject to statutory and/or regulatory prohibitions if any, the Bank shall have the

right to determine the mean(s) of communication for sending the Statement to the Account Holder pursuant the provisions of these Terms and Conditions.

- 6.2 The Account Holder agrees that any Statement as may from time to time be issued by the Bank in respect of the Account or transactions pertaining to the Account shall be deemed to be conclusive evidence against the Account Holder of the correctness of the entries for all purposes unless the Account Holder notifies the concerned Branch Manager in writing within a period of two weeks from the date of receipt of such Statement of any mistake, discrepancy or error in the Statement and provides relevant details and supporting documents in relation to such mistake, discrepancy or error. The Account Holder expressly waives its rights to claim contrary to the entries and amounts entered in any Statement unless the Bank has agreed to modify the Statement consequent upon the notification given to the concerned Branch Manager by the Account Holder.
- 6.3 The Bank shall ensure that debit and credit entries are correctly recorded in all Accounts but in case of any error, the Bank shall be entitled to rectify the error without notice to the Account Holder and to recover any amount wrongly paid or credited to the Account together with any accrued interest or profit as amounts due from the Account Holder to the Bank. The Bank shall not be liable for any loss or damage (including any indirect consequential or punitive damages) caused due to such errors.
- 6.4 The Bank may at any time at its discretion also give a new Account number or transfer the Account to another Branch by seven days prior written notice to the Customer.

## **7. Restriction on Creation of Security**

- 7.1 The Account Holder agrees that without the prior written consent of the Bank, the Funds cannot and shall not in any way be assigned, transferred or encumbered by way of security in favour of a third party; PROVIDED however the Account Holder shall have the right to create a lien over or pledge amounts in the Account in favour of the Bank or any of the Branches to secure any banking facilities or finance provided by the Bank or such Branch to the Account Holder or to any other person at the Account Holder's request.
- 7.2 The Bank shall not be bound by notice of any assignment or transfer or encumbrance by way of security in favour of a third party and the rights if any of the purported assignee, transferee or charge holder shall always be subject to the Bank's right against the Account Holder and subject to the terms of any lien, right of set-off the Bank may have against the Account Holder or any other encumbrance created by the Account Holder in favour of the Bank.

## **8. Deposits**

- 8.1 Receipts for deposits will be validated only by the Bank's machine stamp or authorized signatory and cash deposits will be subject to count. The Account Holder agrees that if the amount indicated on the receipt differs from that of the Bank's later cash count; such count shall be final and conclusive evidence as to the amount deposited.
- 8.2 All checks, bills of exchange and other negotiable instruments, or other instruments which are deposited in the Account, will be received by the Bank solely in its capacity as the Account Holder's collecting agent and the Bank assumes no responsibility for realisation of items deposited in the Account for collection. The Account Holder agrees to completely indemnify the Bank for any loss or damage sustained as a consequence of the Bank acting as its collecting agent. If an instrument deposited in the Account is returned dishonored, the same may be sent to the Account Holder at its mailing address.
- 8.3 Deposits created with the proceeds of such instruments will be credited upon realization. The Account Holder shall not have the right to draw against any uncleared instrument though credited and the Bank shall have the right to debit the Account if the proceeds are not realized.
- 8.4 The Account Holder assumes full responsibility and warrants the genuineness, correctness and validity of all endorsements appearing on all checks, bills of exchange and other negotiable instruments deposited in the Account and agrees to make arrangements with the Bank for the confirmation of any prior endorsements on such instruments.
- 8.5 The Bank may refuse to accept for collection checks drawn to the order of third parties.

## **9. Withdrawals**

- 9.1 Checks and other payment instructions will only be honored if signed as per the specimen signatures provided by the Account Holder. Any alteration to a check or payment instruction must be endorsed by the Account Holder's full signature. The Banks reserves the right to return unpaid any check and not comply with any instructions which would cause the Account to go overdrawn, unless prior arrangement is made by the Account Holder with the Bank.
- 9.2 The Bank shall not be liable to accept any requests for stop payment of checks drawn by the Account Holder unless the same is provided in writing and duly signed by the Account Holder. No such notice shall be binding on the Bank until it shall have been received by the Bank and sufficient time should have elapsed to permit the Bank to notify such of its offices or branches as is necessary and appropriate. The Bank shall not in any event be liable if contrary to the stop payment instructions received by it; such checks are paid in the ordinary course of business.
- 9.3 The Account Holder agrees that the Bank shall only be liable to make payment of any amount due to the Account Holder from the Bank from time to time in the currency of Account and at the branch where the Account is maintained. The Bank reserves the right at any time to reject, in its sole discretion, any check or other negotiable instrument presented for payment or clearance at any non-Account Holder branch of the Bank.
- 9.4 The Bank shall not be liable, in any manner whatsoever, for payment made by the Bank, with respect to a check, which may have been forged.

- 9.5 Paid checks may be retained by the Bank for a period of three years, however, any request by the Account Holder for return of the paid check or a copy thereof must be made not later than six months prior to the expiry of the three years retention period.
- 9.6 The Account Holder shall be solely responsible for safe custody of checkbook(s) and CitiCard(s). The Account Holder undertakes to notify the Bank forthwith in writing in the event that any checkbook issued by the Bank, or any of the checks contained therein, are lost, destroyed or stolen and shall be responsible for any damage and loss arising due to negligence of the Account Holder for security of the checkbook and/or Citi Card.

## **10. Closure of Account**

- 10.1 The Account Holder may close the Account by giving a written notice to the Bank seven days in advance. In the case of Joint Account, written notice is required from all Account Holders authorized to operate the Account. If one of the Account Holder of a joint and several Account dies the survivors may (in the absence of any written instructions to the contrary) withdraw any balance in such Account.
- 10.2 The Bank may without assigning any reason at any time in its discretion terminate its banking relationship with the Account Holder by giving seven days written notice and thereafter discharge its entire liability with respect to the Account by mailing to the Account Holder at the mailing address given in the Account opening form or to such other address as the Account Holder may notify to the Bank in writing, a draft or manager's check representing the amount of the then credit balance in the Account deducting therefrom the amount of any outstanding owing to the Bank by the Account Holder. Such draft or manager's check will be payable to the Account Holder. It is the Account Holder's responsibility to ensure that it has provided to the Bank its current contact details. The Bank also reserves the right to terminate any other banking facility or services provided to the Account Holder.
- 10.3 The Bank may take action to close the Account immediately in circumstances such as where the Bank reasonably believes that the Account Holder has given false information at any time or the Account is being used illegally or for fictitious transactions or the Account Holder is in breach of these Terms and Conditions or it is inappropriate for the person authorized to give instructions to operate the Account.
- 10.4 On closure of the Account for any reason, the Account Holder shall have the obligation to return to the Bank the CitiCard, unused checks, and any Credit Card or any other card issued to the Account Holder or confirm to the Bank in writing that his CitiCard, all unused checks, and Credit Cards have been destroyed by the Account Holder. The Account Holder must pay all amounts due to the Bank and refrain from using CitiCard, unused check or any Credit Card or any banking services or facilities without the Bank's prior written consent.

## **11. Indemnity**

- 11.1 The Account Holder hereby agrees to indemnify and keep the Bank and its respective directors, officers, employees, representatives, contractors and agents fully indemnified and harmless against any loss, damage, claim, demand, cost, charges and expense including any loss or expense incurred by the Bank in liquidating the Funds and any legal fees and reimbursable sustained or incurred by the Bank of whatsoever nature and howsoever arising out of or in connection with any breach or default or any act or omission (including any willful, negligent or fraudulent act or omission) by the Account Holder in relation to the Account or the agreement, any action taken by the Bank in reliance upon the Account Holder's written or oral instructions to stop payment, hold mail, issue and mail check books on automatic basis and/or to act upon any other instructions, including facsimile or sent electronically in whatsoever manner or standing instructions, issued by the Account Holder to the Bank from time to time .
- 11.2 The Account Holder hereby authorizes the Bank to debit the Account or any other bank accounts of the Account Holder with the Bank with the amount of any or all claims, losses, damages, costs, charges, expenses or other amounts, which the Bank may incur or suffer as above, referred.
- 11.3 The Account Holder will not hold the Bank liable nor make any claim against it if any of the instructions of the Account Holder, as above referred, are not complied with, or any delay takes place in complying with the same, for any reason whatsoever.
- 11.4 The Bank is authorized by the Account Holder to make use of any correspondent, sub-agent or other agent in relation to the services provided to the Account Holder at the Account Holder's risk and costs.

## **12. Confidentiality**

- 12.1 The Bank respects the Account Holder's legitimate needs of privacy and its policy is and will continue to be to hold in confidence information about the Account and the Account Holder. However in certain circumstances, the Account Holder agrees that the Bank may give out or disclose information about the Account and the Account Holder and its use to any third party in case of, amongst others, the following circumstances:
- The Bank is required to do so by any court order or similar process;
  - The Bank decides in its sole discretion that it should do so in connection with unusual or suspicious transactions or suspected money laundering or other serious crime;
  - Disclosure is required by law, regulation or code of conduct or is made in response to any enquiry from a government (or any of its agencies) or regulatory body which has jurisdiction over the Bank;
  - The Bank is required or permitted to do so under the law or rules of any regulatory body (within or outside Pakistan) of which it is a member or whose rules or provisions apply to the Bank.

- 12.2 The Bank may also give out or disclose such details of the Account Holder's relationship with the Bank to Citigroup, Citibank N.A., their branches, subsidiaries and affiliates and any one who succeeds them or to whom they assign their rights ("Citigroup") in compliance with the Bank's internal policies. The Bank may also disclose/provide such details to Citigroup or third parties where it is reasonably necessary to do so for processing the Account Holder's dealings/transactions with the Bank or them or to enable them to offer their products or services to the Account Holder. The Account Holder understands that this information may then become subject to disclosure under the laws of other states and countries.
- 12.3 The Account Holder understands that information/data relating to the transactions made by him/her may be transmitted, communicated, collected, processed and/or stored electronically in the computer systems/devices of the participating banks/financial institutions and processors in the network to enable the transactions. Any transactions made electronically, including but not limited to, use of ATM and transactions made on Citibank Online shall constitute the Account Holder's consent (a) to collection, storage, communication and processing of identifying and Account balance information by any means necessary for the Bank to maintain appropriate transaction and records related thereto, (b) to releasing/sharing and transmitting to the participating banks/financial institutions and processors in the network, of details of the Account and transaction information and other data necessary to enable the electronic transaction, (c) to the retention of such information and data by the such participants and processors in the network and (d) to the compliance by the said participants and processors in the network with laws and regulations governing disclosure of information to which such participants and processors are subject.
- 12.4 The Bank or its agents may retain copies of records concerning the Account in paper, electronic or any other form that the Bank may decide and at such locations as it may choose.
- 12.5 The Account Holder shall indemnify and keep the Bank indemnified against all consequences that may arise due to such aforesaid disclosures.
- 12.6 The Account Holder agrees and understands that the Bank has the right to make inquiry or reference pertaining to the Account Holder from third parties.

### **13. Changing the Terms of the Agreement**

- 13.1 The Bank may from time to time and at any time revise or change the terms of the agreement including any Services at any time by advertising in the press or putting messages on the Statement or by written notice to the Account Holder. Changes in the terms of the agreement are generally caused by market conditions, changes in the cost of maintaining the Account or providing a Service, changes in law, or legal, regulatory or other requirements (including Citigroup/Citibank policies) affecting the Bank or otherwise and shall be effective from the date specified by the Bank.

### **14. Miscellaneous**

- 14.1 The Account Holder further agrees that if an Account at any time becomes overdrawn, the amount so overdrawn shall be deemed to be "Finance" as defined in the Financial Institutions (Recovery of Finances) Ordinance, 2001 and/or any other applicable enactment from time to time and the Account Holder agrees to pay to the Bank the overdraw amount along with such markup as would have been payable by the Account Holder had such Finance been provided by the Bank to the Account Holder. Alternatively the Bank may at its discretion recover cost of funds (as notified by the State Bank of Pakistan) or a service charge as may be specified by the Bank from time to time.
- 14.2 Stamp duties, government levies, financing fees and other charges related to deposits or withdrawals from the Account or any other banking transaction or Services provided by the Bank will be paid by the Account Holder. Furthermore, the Bank may from time to time also debit the Account for any other taxes or duties levied or imposed in relation to the Account or any banking facility or Finance provided by the Bank to the Account Holder.
- 14.3 The Account Holder authorizes the Bank to debit from the Account, without notice to the Account Holder, the full amount of any costs, charges, expenses, duties, taxes, levies and / or paid by the Bank in respect of any transaction or relationship pertaining to the Account Holder.
- 14.4 The Account Holder agrees that the Account shall not be used for business transactions unless the relevant documents have been submitted to the Bank evidencing the Account Holder's business or source of the funds to be deposited/withdrawn from the Account.
- 14.5 In the event that any one or more of the provisions set out herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby.
- 14.6 These Terms and Conditions shall be binding upon and inure to the benefit of and be enforceable by the Bank, and the Account Holder and his/her successors, executors administrators shall not assign or transfer any of its rights and/or obligations hereunder without prior written consent of the Bank. The Bank may be entitled to assign all or any rights and/or obligations to any other person/entity without permission of the Account Holder.
- 14.7 The Bank may disclose to a potential assignee or transferee or to any other person who may propose entering into contractual relations with the Bank in relation to these Terms and Conditions such information about the Account Holder as the Bank shall consider appropriate.
- 14.8 No failure or delay on the part of the Bank to exercise any power or remedy under these Terms and Conditions shall operate as waiver thereof unless given in writing nor a partial exercise by the Bank of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power or right or remedy. The remedies provided in

theses Terms and Conditions are cumulative and are not exclusive of any remedies provided by law within and/or outside Pakistan.

- 14.9 The Account Holder agrees to follow and comply with instructions of the Bank as given from time to time and the Account Holder further agrees to provide such documents as the Bank may require.

## **Additional Terms and Conditions**

### **A. Return on PLS Saving Accounts**

- (a) The balance in the PLS Account and the return thereon is on profit and loss sharing basis. The method of calculating any return under the profit and loss sharing is governed by the Bank subject to prevailing regulations of the State Bank of Pakistan.
- (b) Profit on PLS saving accounts is determined on monthly basis and is paid every six months in Rupees or such other periodic frequencies as determined by the Bank according to the directives of the State Bank of Pakistan, if any. If the average monthly balance falls below the then minimum balance requirement, profit shall be calculated on the minimum monthly balance held in the Account during the relevant month or such other basis as may be determined by the Bank from time to time. The Bank also reserves the right not to pay any profit on Accounts not maintaining the minimum average balance.
- (c) The rate and amount of profit determined by the Bank from time to time and payable on Profit & Loss Sharing Accounts shall be final and binding on and shall not be disputed or questioned by Account Holder.
- (d) No return is payable on current accounts.

### **B. PLS Time Deposit**

- (a) PLS Time Deposits are on profit and loss sharing basis and subject to the Bank's Terms and Conditions in force governing return on Accounts. The Bank reserves the right to change the rate of return by prior written notice to the Account Holder and such changed rate of return shall be binding upon the Account Holder from the effective date stipulated in such written notice.
- (b) Profit on deposits withdrawn on or before June 30 or December 31 shall be paid after determination of the profit or loss for that particular period has been made and announced by the Bank on semi-annual basis. In the event of withdrawal of PLS Time Deposit on or before June 30 and/or December 31, any return calculated on PLS basis, shall be distributed or adjusted by the Bank after announcement by the Bank of the profit or loss for that particular six monthly period.
- (c) Profit on PLS Time Deposits unless renewed will cease to accrue on maturity.
- (d) Subject to the above the principal amount of PLS Time Deposit and any profit accrued thereon will be available upon maturity or expiry of the applicable period of notice received from the Account Holder.
- (e) Certificate of Deposits are non-transferable and non-negotiable and the principal amount of PLS Time Deposit or any profit accrued thereon cannot be withdrawn whether in whole or in part unless the Certificate is returned duly discharged. Early encashment of a Certificate of Deposit or a time deposit will be subject to a reduced rate of return and other charges and associated costs as determined by the Bank from time to time.
- (f) On maturity of PLS Time Deposits and in absence of any written instructions from the Account Holder, the same Deposit alongwith accrued profit/interest, as the case may be, shall be automatically renewed for a similar period for which the Deposit was made, unless the Bank is refrained by any legal, regulatory or governing body. Renewal shall be at the then prevailing rate of return as indicated by the Bank for deposits of like amount and tenor.

### **C. Foreign Currency Accounts and Time Deposits**

- (a) Foreign currency accounts and time deposits may be opened and maintained in US Dollars Pound Sterling, Euros, Japanese Yen and such other currency as the Bank shall determine subject to the laws and regulations of the State Bank of Pakistan in force from time to time.
- (b) Interest on foreign currency account and time deposit will be paid at periodic intervals and at such rate as is determined by the Bank from time to time. No interest will be paid on any current account balance.

### **D. Joint Account**

- (a) If the Account is opened jointly in the names of two or more persons the balance to the credit thereof at any time shall belong to the Account Holders and each Account Holder or the surviving Account Holder shall be jointly and severally liable for all liabilities incurred on or in connection with the Account.
- (b) Where joint Accounts are operated with a single signing authority, oral instructions from any one of the Account Holders may be accepted at the Bank's discretion and will be binding on all Account Holders. If the joint Account is operated with joint signing authority, oral instructions will not be accepted. If prior to acting on instructions received from one signatory where the Account is operated with single signing authority, the Bank receives contradictory instructions from another signatory, the Bank shall immediately thereafter only act on the mandate of all signatories to the Account.

- (c) Each Account Holder hereby authorizes and empowers the other of them to endorse and deposit for credit to the Account any and all checks, drafts, notes or other instruments payable or purporting to belong to one or more Account Holders and should any such instrument be received by the Bank without being so endorsed, the Bank is authorized in the absence of contrary instructions, to endorse the same on their behalf and deposit the same to the credit of the Account and to issue to the Bank stop payment instructions with respect to any check which may be drawn by them against the Account.
- (d) The Bank is authorized to treat all the Account Holders as being alive and may continue to act from time to time in reliance upon any signing authority conveyed to the Bank, until the Bank shall have received from the surviving Account Holders, death certificate issued by a competent public functionary or written notice from and on behalf of the surviving Account Holders certifying that the signing authority of the deceased has been terminated or revoked by operation of law. In the event of the death of any of the Account Holders, the Bank shall treat the balance amount outstanding as being the property of the surviving Account Holders.
- (e) In the case of Joint Account the Bank will in the absence of any contrary instructions normally contact only the joint account holder named first. The first named account holder is responsible for passing information to the other account holders.
- (f) The Bank will not issue CitiCard and nor ATM facility will be provided to the joint Account Holders maintaining and operating the Account jointly .

#### **E. CitiGold Membership**

- (a) The Bank may at its discretion grant, vary, withdraw or terminate CitiGold Membership, without prior notice and or without assigning any reason.
- (b) The CitiGold CitiCard remains the property of the Bank at all times and must be returned immediately upon request.
- (c) The applicable charges for CitiGold Membership will be as specified in the Bank's schedule of charges and will be debited from the Account, which in the case of Foreign Currency Accounts will be at the prevailing conversion rate.
- (d) However in the event of the Account Holder maintaining the balance requirement specified by the Bank from time to time, then the Bank may at its sole discretion waive the applicable charges as per the Bank's schedule of charges.
- (e) In case the monthly average balance falls below the requirement specified by the Bank from time to time, then the Bank shall continue to provide CitiGold membership for a specified period at the applicable charges as per the schedule of charges.

#### **F. Accounts of Companies/ Partnerships/Incorporated and Un-incorporated associations ("Principals" which term shall include each authorized signatory and each partner, trustee or other persons in similar position)**

- (a) The Principals covenant and warrant that they have the requisite power(s) and authority(ies) to open operate and maintain the Account and shall be jointly and severally liable to discharge all obligations and liabilities to the Bank.
- (b) The Principals agree that any and all funds belonging, or purporting to belong, to any of them which may come into the Bank's possession may be in the absence of any instructions in writing to the contrary be deposited to the credit of such Account.
- (c) In case the Account is overdrawn, the Principals shall be liable and in the case of partnership or other associations whether incorporated or un-incorporated each authorized signatory shall be jointly and severally liable to pay mark up or service charge as specified by the Bank from time to time on the overdrawn amount. The Bank shall be entitled to demand immediate repayment of the overdrawn amount together with accrued service charge/mark up by giving three days' written notice to the Principal. In the event of failure to comply with the notice, the Bank shall without prejudice to any other rights and remedies available to the Bank be entitled to receive liquidated damages of a sum equivalent to 20% of the amount overdrawn including service charge/mark up.
- (d) The Principal agree, unless permitted by the State Bank of Pakistan by a general or special exemption, not to deposit in the Account foreign exchange whether released from Pakistan or earnings on account of services performed in Pakistan or on account of our overseas offices/branches, if any and subject to other restrictions as imposed by the State Bank of Pakistan from time to time.

#### **G. Standing Instructions**

- (a) Upon the Account Holder's sole cost and risk, the Bank may accept standing instructions given, including not limited to, verbally or in writing, through facsimile or electronically by use of modern devices such computers, cellular phone from the Customer for transfer of specified funds from an Account to any account of a designated beneficiary at periodic intervals (the "Standing Instruction").
- (b) Standing Instructions shall be subject to the condition that neither the Bank nor its Head Office or subsidiaries or affiliates, nor other branches of the Bank, nor any of its officers or employees, shall be liable for any losses, damages, direct or consequential, arising out of any failure to comply or delay in complying with any Standing Instructions, except to the extent the Bank is held liable by a court of competent jurisdiction for any direct losses arising from gross negligence or willful default on the part of Bank.

## H. Funds Transfer

In consideration of the Bank accepting from the Account Holder funds transfer instructions on the standard form of the Bank delivered at the counters or through untested telex or facsimile transmission or through internet or conveyed orally through CitiPhone Banking Services ("Instructions"), the Customer hereby agrees that the following terms and conditions shall apply, in addition to the General Terms and Conditions, to all Instructions received by the Bank:

- (a) The Bank shall have absolute discretion whether or not to accept, rely or act upon any Instruction and shall have the right but not an obligation to request verification of any such Instructions by any method the Bank deems appropriate.
- (b) The Bank may record the conversation of any confirmatory telephone calls as is deemed appropriate by the Bank, and such recorded conversation may be adduced as evidence, if required, in accordance with the applicable laws. The Bank may also refuse to transfer funds if the confirming person is not an authorized signatory of the Account.
- (c) Transfer of any Funds from the Account, in either local or foreign currency as stated in the Instruction, shall be subject to all laws, regulations, decrees, administrative rules, and orders of the Government of Pakistan or the State Bank of Pakistan now or hereafter affecting the same. It is understood that the Account Holder shall indemnify and hold the Bank harmless from any loss that the bank may suffer or incur in connection with the Instructions by reason of any such laws, decrees, administrative rules and orders, or for losses resulting from fraudulent, duplicate, or erroneous manually initiated funds transfer instructions originated or purporting to have been originated from the Account Holder.
- (d) The Account Holder shall comply with all relevant exchange control regulations. The Bank shall not be liable for, and shall be indemnified by the Account Holder in respect of, any loss or damage caused by any act or omission which contravenes or is likely to contravene any of the provisions of the Foreign Exchange Regulation Act, 1947 or of any rule direction or order made thereunder. Unless it is otherwise expressly and specifically agreed in writing, the Bank may at its discretion, convert into foreign value the funds, received from the Account Holder at the Bank's selling rate on the day such funds are received. The Bank's statement in writing that it has effected such conversion shall be conclusive.
- (e) Encashment of draft or payment of the transferred fund will also be subject to any rules and regulations of the country where the draft is to be encashed or payment is to be made. The liability of the Bank with respect to the encashment of the draft or payment of the transferred fund shall not exceed in any case the extent to which payment may be allowed in the currency in which the draft is drawn or transferred funds are to be paid. Neither the Bank nor the Head Office nor other branches of the Bank nor its correspondents or agents shall be liable for any delay or loss caused by any act or order of any Government or Government Agency or as a result or consequence of any other cause whatsoever.
- (f) Currency other than that of the country to which the remittance is made shall be payable to the payee in the currency of the said country at the Bank's selling rate subject to Bank's charges. The timing of such debit and credit depend on the currency involved. Bank's statement in writing that it has effected such conversion shall be conclusive.
- (g) Currency other than that of the country to which the remittance is made shall be payable to the payee in the currency of the said country at the buying rate of the Bank's correspondent or agent subject to the any charges of such correspondent or agent in connection therewith.
- (h) The Bank may take its customary steps for issuance of drafts for remittance. The Bank shall be free on behalf of the Account Holder to make use of any correspondent, sub-agent or other agency but in no case will the Bank or the Head Office or other branches of the Bank or any of its correspondents or agents be liable for mutilations, interruptions, omissions, errors or delays due to any cause. The Bank may send any message in explicit language, code or cipher. The Bank shall not be liable for any errors, neglects or defaults, acts or omissions whether of itself or of its employees or of any correspondents sub-agents or of their employee or employees.

## I. FAX FUNDS TRANSFERS (FFT) AND INDEMNITY

In consideration of the Bank acting on the instructions, confirmation, advices and other directive, communications and authorisations (the "Instructions") to the Bank in respect of operation of the Customer's account(s) maintained with the Bank and specified in the Account Opening Form to be the fax funds transfer account(s) (the "FFT Account(s)"), in accordance with the procedures set out herein (the "Procedure"), the Customer hereby authorises the Bank.

- a) to act in compliance with the Procedure upon each instruction sent to the Bank via fax/facsimile machine, courier, mail or other insecure lines (the "insecure line"), by the Customer, or its designated Signatory(ies) [the "Signatory(ies)"] whose names are recorded with the Bank at the time of the opening of account(s), and/or as advised by the Customer from time to time with Bank's permission; and
- b) to debit or credit, as the case may be, the FFT Account(s) of the Customer pursuant to such Instruction.

These Procedure(s) shall only be applicable to the FFT Account(s) and the Customer agrees that all such instructions transmitted and or set by him/her/ shall be commercially practicable failing which the Bank reserves the right to decline to implement/follow any of such Instructions without incurring any liability in that connection. The Customer hereby confirms, represents, agrees and warrants that:

- i. it is fully authorized in this behalf by the resolution of its board of directors;
- ii. it is fully aware of the risks associated with transmitting Instructions to the Bank via insecure lines/mode of communication which are unsafe and unreliable mediums to transmit Instructions.

- iii. the Procedures are not in conflict with or contravene Customer's charter, bye-laws and any other applicable regulations.
- iv. any instruction bearing a facsimile signature of any Signatory having reasonable resemblance to the sample signature as provided on the signature card of the FFT Account is authentic, genuine, accurate and complete reproduction of the original, duly executed document and the Bank is, accordingly, authorized to accept the authenticity, genuineness, accuracy and completeness and due execution of any such instruction.
- v. the Bank, as it acts in compliance with these instructions and Procedures, shall have no further duty to verify the identity or authority of the person giving or confirming the Instructions, or the contents thereof, provided, however that the Bank, in its sole discretion, shall have the right to refuse at any time the execution of any instruction. Without prejudice to the foregoing, the Bank may be entitled, to require further verification and confirmation from the Customer to prove the authenticity of any facsimile instruction which the Bank deems necessary, and shall not be liable for the delay in executing Instructions which results.
- vi. the Customer shall be bound by and responsible for any Instruction(s), originating from the Customer or any Signatory(ies), or purporting on their face to so originate, the accepted by the Bank in compliance with these Instructions and Procedures.
- vii. the Customer hereby agrees that he/she shall not have any claims against the Bank that may arise at any time, from or in connection with the Bank's acts and/or omissions under or related to these Procedures, and indemnifies and holds the Bank harmless (and undertakes to keep the Bank indemnified at all future time) from and against any and all claims, losses, expenses (including without limitation, legal fees and allocable cost of in-house counsel), and liabilities of any nature (direct or indirect) suffered by the Bank as a result of any acts or omissions, excepting any gross negligence or willful misconduct by the Bank resulting from or related to accepting and/or executing Instructions in pursuance of these Procedure(s).

The following information shall be stipulated in the manner set out in the Account Opening Form, at the time of Agreement (i) the beneficiary(ies) to whom or to whose account the funds are instructed to be transferred, herein referred to as the "beneficiary(ies)"; (ii) the Customer's designated fax numbers/lines, bearing the only agreed numbers/ lines through which the faxed instructions are intended to be received by the Bank, herein referred to as the "Customer's default fax numbers/lines" (which may be changed (added, deleted or replaced) only by an additional written authorisation signed by duly authorised Signatory(ies) of the Customer and acknowledged by the Bank); and (iii) the Bank's designated fax numbers/lines ("Citibank's Fax Lines"), being the only specified numbers/lines through which the Bank shall receive the Customer's instructions.

The Bank or the Customer may terminate the operation of these authorisations pursuant to the Instruction upon ten days prior written notice to the other. The Bank shall, however, be entitled to terminate to operate any of such authorisations pursuant to the Instruction immediately, without advance notice, if it determines that the Customer is in breach of any of the relevant provisions hereof or without cause. Such termination shall not affect the Bank's rights or the Customer's obligations with respect to any Instructions transmitted prior to the termination.

The Customer hereby undertakes to deliver to the Bank the original copy of the written instruction(s) within a period of three days (ten days in case the Customer is based outside Pakistan) of receipt of the faxed instructions duly acknowledged by the Bank. In the event the Customer fails to do so, the Bank shall have full authority to block all transactions (and all amounts relating thereto) from the accounts of the Customer(s) until such original copy(ies) of the instructions are received by the Bank.

The Bank shall have the right but not an obligation, to confirm the contents of the Customer's instructions by a confirmatory telephone call. The Customer hereby also agrees and authorises the Bank to record the conversation of such confirmatory telephone calls as is deemed appropriate by the Bank, solely for the purposes of manually initiated funds transfer instructions, and such recorded conversation may be adduced as evidence, if required, in accordance with the applicable laws. The Bank reserves the right to refuse to execute any of the instructions if there is a failure or denial on the part of the Customer to confirm its instructions in the aforesaid manner. The Bank may also refuse to transfer funds if the confirming person is not the signatory of the Customer's FFT Account(s) maintained with the Bank.

## **J. CitiPhone Banking Services**

In consideration of the Bank's acceptance of oral instructions from the Account Holder over the telephone in connection with such facilities as may from time to time form part of the CitiPhone Banking Services the Account Holder agrees and undertakes as follows, in addition to the General Terms and Conditions:

- (a) The Account Holder will not deny the veracity of any such oral instructions. Furthermore, the Account Holder agrees not to make any claim against the Bank as a consequence or in respect of, the provision by the Bank to the Account Holder of any CitiPhone Banking Services, and not to use, or allow any third party to use, any CitiPhone Banking Services for any fraudulent or unlawful purpose.
- (b) Any oral instructions given by the Account Holder to CitiPhone Banking Services may simultaneously be monitored and tape recorded by the Bank and that such tape recording shall be conclusive proof and the same may be adduced by the Bank as evidence in any court of law or relevant tribunal or other proceedings of whatsoever nature or in resolving any dispute between the Bank and the Account Holder.
- (c) Compliance with oral instructions shall be subject to the internal policies of Citibank, which may change from time to time and the Bank may ignore, or suspend action on, any oral instructions received from the Account Holder if the Bank in its absolute discretion, deems it appropriate in the best interests of the Account Holder so to do.
- (d) To indemnify and hold harmless the Bank from and against all liabilities, losses, actions,

proceedings, claims, costs, damages and expenses which may be incurred or suffered or made against the Bank as a consequence of, or in respect of, the provision by the Bank to the Account Holder of any CitiPhone Banking Services on terms herein contained. The Account Holder further agrees that the Bank may debit any of the Account, held by the Account Holder with the Bank, for all costs, charges, expenses or other amounts which the Bank may incur as a consequence of, or in respect of, the provision by the Bank to the Account Holder of any CitiPhone Banking Services.

- (e) All Accounts opened by the Account Holder and transaction undertaken by using the CitiPhone Banking Services shall be governed by the terms and conditions applicable to such Account and that the Telephone Personal Identification Number shall be kept confidential by the Account Holder and the Account Holder shall not share the same with any other person. The Account Holder shall be liable for any misuse of the same, and agrees to indemnify the Bank against all consequences of such misuse.

## **K. CitiCard Agreement**

In consideration of Citibank N. A. Pakistan issuing a CitiCard the Account Holder agrees, in addition to the General Terms and Conditions, to be bound by the Terms and Conditions set out below in connection with the CitiCard issued by the Bank:

- (i) The CitiCard shall at all times remain the property of the Bank. The holder of a CitiCard ("Cardholder/Account Holder") acknowledges that the Bank may, without any liability whatsoever on its part withdraw the CitiCard at any time without prior notice to the Cardholder or refuse to re-issue or renew the CitiCard or suspend the use of the CitiCard for any period of time or in any area or country in all cases without being under an obligation to assign any reason for taking such action. Upon any such action by the Bank, the Cardholder shall with immediate effect refrain from using the CitiCard or access any of the services offered thereby and immediately return the CitiCard to the Branch where the Account is held. The Bank shall be entitled to the immediate cancellation of the CitiCard in the event that the Account is closed or the Cardholder dies or becomes incapacitated.
- (ii) The CitiCard shall be issued for the exclusive use of the Cardholder/Account Holder and is not transferable and cannot be pledged or charged as security by the Cardholder in any manner whatsoever.
- (iii) The CitiCard entitles the Cardholder to carry out all such transactions under existing or future services which the Bank may from time to time make available through an automated teller machine or a customer activated terminal or an easy pay terminal or any other such terminal designated by the Bank located within or outside the Bank's premises within Pakistan or located at any place outside Pakistan as part of a network, which may be accessed through the use of the CitiCard ("ATM") subject to (i) any restrictions indicated on an ATM, (ii) any restrictions imposed by regulators of the country where the CitiCard is issued including, without limitation in Pakistan, the State Bank of Pakistan, (iii) these Terms and Conditions and (iv) any additional terms and conditions notified by the Bank to the Cardholder. The availability of services through an ATM requested in a country other than Pakistan is in addition to the laws of Pakistan also governed by the local laws and regulations of that country and the Bank shall not be liable if these services are withdrawn without notice.
- (iv) The Cardholder shall keep the Personal Identification Number assigned by the Bank to the Cardholder and any number substituted therefore for use with the CitiCard ("PIN") as strictly confidential and the Cardholder shall not divulge the PIN to any third party under any circumstances nor keep any written record of the PIN in any place or manner which may enable a third party to use the CitiCard.
- (v) In the event of the loss or theft of the CitiCard or should the PIN stand disclosed, the Cardholder shall immediately notify the Branch where the Account is held of the loss or theft or of the disclosure and also immediately confirm the same to said Branch in writing by courier. The Bank shall not be responsible / liable to the Cardholder in the event that the lost or stolen CitiCard or disclosed PIN is used prior to forty-eight (48) hours after the receipt by the Bank of the Cardholder's written notice of loss or disclosure. The Bank reserves the right to debit the Account of the Cardholder with any costs incurred in issuing a replacement CitiCard and/or PIN. The Cardholder agrees to indemnify the Bank against any losses, damages and costs of whatsoever nature, which occur as a result of the use of a CitiCard, which is lost or stolen or a PIN, which may stand disclosed. If the Cardholder subsequently finds the CitiCard, which has been reported lost or stolen, the Cardholder must not use this card and immediately either return such card to the Bank or destroy the said card by notice to the Bank.
- (vi) The Cardholder shall at all times remain liable for any transactions carried out by the use of the CitiCard and in the event of any misuse of the CitiCard or breach, default, negligent or fraudulent act or omission of the Cardholder in connection with these Terms and Conditions, the Cardholder shall indemnify the Bank against any costs, expenses, losses, liabilities and damages of whatsoever nature caused by such unauthorized use or other actions of the Cardholder as above stated.
- (vii) The Bank shall debit the Account with the amount of any cash withdrawals fee as announced by the Bank from time to time. Where cash withdrawals are to be made from the Account at an ATM in Pakistan in a currency other than the currency of the Account itself, conversion of the currency of the Account into the currency of payment shall be made at the exchange rate determined by the Bank at its entire discretion consistent with the rate of exchange applied in the Bank's branches in the city in which the disbursing ATM is located on the date of the transaction. If the transaction date is a holiday, the rate of exchange of the previous business day will be applicable.
- (viii) Cash and/or checks may be deposited by a Cardholder into an Account through an ATM. Checks will be accepted for collection only and the proceeds will not be available until such checks have been cleared in the normal course. Cash deposits shall only be regarded as having been received by the Bank upon the credit of the cash to the Account. In the event of a discrepancy between the amount of any cash deposit as claimed by the Cardholder and the Bank's count, the Bank's count shall prevail and be final and binding on the Cardholder.

- (ix) Except where any overdraft facility has been granted by the Bank in the Account, the Cardholder shall not be entitled to overdraw the Account by use of the CitiCard. Where an overdraft facility has been granted by the Bank in the Account, the Cardholder shall not overdraw the Account by use of the CitiCard in excess of any overdraft limit agreed with the Bank. The Cardholder shall ensure to keep sufficient credit or available balance in the Account before making any withdrawals. If for any reason, the Account gets overdrawn where no overdraft facility is available, or gets overdrawn beyond any agreed overdraft limit, where an overdraft facility is available in the Account, by use of the CitiCard, the Bank shall be authorized to charge and debit markup/interest/administration charges and/or service charges at the rates prescribed from time to time by the Bank on the amount so overdrawn. The Cardholder shall be responsible for making immediate reimbursement to the Bank of the full amount overdrawn where no overdraft facility is available, or where such facility is available, the full amount overdrawn beyond the agreed overdraft limit, together with applicable markup/interest/administrative charges and/or service charges whether or not any demand is made by the Bank.
- (x) The Bank may without any further authorization debit the Account with such charges as may be notified by the Bank from time to time in respect of the use of the ATM and CitiCard. The Bank shall also have the right to debit the Account with the amount of any taxes, duties and/or other levies that may be attracted under the law in relation to the issuance of and use of the CitiCard by the Cardholder.
- (xi) The Bank shall be authorized to debit the Account with the amount of any withdrawals or transfer in accordance with the Bank's records of transactions effected by the Cardholder. The Bank's record of transactions processed by the use of the CitiCard shall be conclusive and binding for all purposes, including without limitation, any debits in the Account on account of any fraud, forgery, pilferage, unauthorized use of the CitiCard by a third party or due to neglect on the part of the Cardholder.
- (xii) The Cardholder accepts that any transaction information appearing on the ATM or on a printout issued by an ATM to the Cardholder shall not constitute any receipt or acknowledgement by the Bank or evidence of the correctness of the transaction, but merely a memo based on the Cardholder's instructions. In the event of the Cardholder disputing any transaction made by the use of the CitiCard, the Bank will not be liable to disclose its internal records to the Cardholder and a statement as to the correctness of the transaction by the Bank shall be accepted as conclusive and shall be binding on the Cardholder.
- (xiii) The Bank is authorized, without any further authorization of the Cardholder, to disclose to such persons as it thinks appropriate any information concerning the Cardholder and the Account as the Bank deems necessary and desirable in connection with the provision of services offered by the ATM or any other source for transfer funds effected electronically and the enforcement of any rights and/or the performance of any obligations arising out of or in connection with the use of the CitiCard.
- (xiv) To enable the use of the CitiCard at any ATM or electronic network in or outside Pakistan, the Cardholder consents to the Bank's participation from time to time in any network and permits the release and transmission of data and information on the Account to and the storage and processing of such data and information by any means by any participants in such network. The Cardholder further consents to the compliance by the Bank and the said participants in such network with the laws and regulations of their respective jurisdictions governing disclosure of Account information to which the Bank and the said participants may be respectively subject to.
- (xv) The Bank shall not be liable to the Cardholder or to any third party if the CitiCard is not honored or not accepted at any ATM or if an ATM is not operative for any reason whatsoever or if there is any malfunction and/or failure of an ATM or if the CitiCard is retained by any ATM or if the Cardholder or any third party incurs any losses, damages, costs or expenses of whatsoever nature for such reason.
- (xvi) The Cardholder accepts that the other branches, subsidiaries or affiliates of Citibank N.A. shall not be responsible or liable, in any manner, for any of the Bank's liabilities or obligations under these Terms and Conditions or for the Bank's failure to meet the Cardholder's withdrawal demands through an ATM or any electronic network used by the Bank arising from any cause whatsoever, whether or not beyond the control of the Bank. Without limiting the generality of the foregoing, the Bank shall not be liable for any acts, errors, neglects or defaults, actions or omissions, insolvency or failure in business of any of the Bank's correspondents, agents, sub-agents, or their employees or the network referred to hereinabove.
- (xvii) The Cardholder agrees that his/her right of use of the CitiCard and of an ATM is subject to the laws, rules and regulations (including, without limitation, any exchange control regulations or limitations) of Pakistan or of any other country in which the withdrawal or other services are requested by the use of the CitiCard at an ATM.
- (xviii) The Bank and/or any relevant network referred to herein shall have the discretion from time to time to set or change the daily cut-off time without notice or responsibility to the Cardholder. Any transaction by the use of the CitiCard after such cut-off time shall be treated as a next business day value transaction.
- (xix) Any withdrawal made with the CitiCard at any ATM outside Pakistan constitutes payment at the branch of the Bank maintaining the Account in Pakistan and a remittance to the country where the withdrawal is effected.
- (xx) In case the Account does not have sufficient funds for any reason to meet the Cardholders monetary obligations to the Bank under these Terms and Conditions, the Bank shall have the right to set-off any credit balances in other bank accounts of the Cardholder or the proceeds of any instruments or other items of the Cardholder with any branches of the Bank or exercise its rights to dispose off the securities/collateral given by the Account Holder for any other facility provided by the Bank under some other arrangement.
- (xxi) The Bank shall have no responsibility or liability to the Cardholder for any act or omission or inability to perform any of the services associated with CitiCard and/or any of its obligations under these Terms and Conditions.

- (xxii) The Bank is authorized to make all such enquiries from the third persons that it may deem necessary in connection with the Cardholder.
- (xxiii) In the event that any one or more of the provisions set out herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby.
- (xxiv) All notices sent by the Bank to the Cardholder hereunder shall be deemed to have been received by the Cardholder within 7 days of dispatch by the Bank to the last address notified by the Cardholder to the Bank. All publications or announcements by such means as the Bank may consider appropriate will at the time of such publication or announcement constitute effective notice to the Cardholder.
- (xxv) The obligations of all Account Holders hereunder shall be joint and several and where the context so admits, words denoting the singular will be deemed to include the plural. Any notice hereunder to one Cardholder will be deemed to be effective notice to all the other Cardholders.
- (xxvi) The Bank reserves the right to vary any of these Terms and Conditions upon notice to the Cardholder and use of the CitiCard after the date on which any change to the Terms and Conditions is to have effect will constitute the Cardholder's acceptance of any variation in these Terms and Conditions. If the Cardholder does not accept any variation in these Terms and Conditions, the Cardholder shall return the CitiCard to the Bank prior to the date upon which such change is to have effect.
- (xxvii) These Terms and Conditions are in addition to and not in substitution for the General Terms and Conditions governing the Account and terms and conditions governing the Credit Card(s) issued by the Bank.
- (xxviii) These Terms and Conditions shall be governed by and construed in accordance with the laws of Pakistan for the time being in force. The Courts of Karachi shall have jurisdiction to determine all disputes arising under, out of or connected with these Terms and Conditions to which the Cardholder hereby submits. However, the Bank shall have the right to pursue contractual and legal remedies within and outside Pakistan.

## **L. Citigroup Privacy Promise For Customers**

While information is the cornerstone of our ability to provide superior service, our most important asset is our customers' trust. Keeping customer information secure, and using it only as our customers would want us to, is a top priority for all of us at Citigroup. Here then, is our promise to our individual customers:

We will safeguard, according to strict standards of security and confidentiality, any information our customers share with us.

We will limit the collection and use of customer information to the minimum we require to deliver superior service to our customers, which include advising our customers about our products, services and other opportunities, and to administer our business.

We will permit only authorized employees, who are trained in the proper handling of customer information, to have access to that information. Employees who violate our Privacy Promise will be subject to our normal "disciplinary" process.

We will not reveal customer information to any external organization unless we have previously informed the customer in disclosures or agreements, have been authorized by the customer, or are required by law.

We will always maintain control over the confidentiality of our customer information. We may, however, facilitate relevant offers from reputable companies. These companies are not permitted to retain any customer information unless the customer has specifically expressed interest in their products or services.

We will tell customers in plain language initially, and at least once annually, how they may remove their names from marketing lists. At any time, customers can contact us to remove their names from such lists.

Whenever we hire other organizations to provide support services, we will require them to conform to our privacy standards and to allow us to audit them for compliance.

For purposes of credit reporting, verification and risk management, we will exchange information about our customers with reputable reference sources and clearinghouse services.

We will not use or share - internally or externally - personally identifiable medical information for any purpose other than the underwriting or administration of a customer's policy, claim or account, or as disclosed to the customer when the information is collected, or to which the customer consents.

We will attempt to keep customer files complete, up-to-date, and accurate. We will tell our customers how and where to conveniently access their account information (except when we're prohibited by law) and how to notify us about errors, which we will promptly correct.

We will continuously assess ourselves to ensure that customer privacy is respected. We will conduct our business in a manner that fulfills our Promise in the many nations in which we do business.

**Citibank on the internet:**  
[www.citibank.com.pk](http://www.citibank.com.pk)

**CitiPhone:**  
111 222 222

**citibank**

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