

# Citibank Cardholder Account Agreement

## Conditions of Use

### UK Online Application

These Conditions of Use are important and should be read carefully. Your Use of the Card and Account is subject to these Conditions of Use.

#### 1. Wording

In these Conditions of Use unless the context requires otherwise:

- "Account" - means the account opened and maintained by Citibank at the Company's and Your request in relation to which You are identified as the individual entitled to use such account, the use of which is governed by these Conditions of Use
- "AISP" - means a duly authorised person acting by way of business to provide an online service to provide consolidated information on one or more of Your Accounts held at Citibank. An AISP may also provide You with consolidated information on accounts You hold with other providers
- "Business Day" - means any day on which banks are open for a full range of banking transactions in London and on which banks are open for business in all the geographic locations required to complete the relevant transaction
- "Billing Currency" - means the currency specified in the Table of Fees or such other currency as the Company may agree with Citibank
- "Card" - means the Citibank commercial card in respect of the Account issued by Citibank to You at the request of the Company, and You, from time to time, the use of which is governed by these Conditions of Use
- "Cardholder Account Agreement" - means the agreement between You and Citibank constituting these Conditions of Use and the Application Form
- "Citibank" - means Citibank Europe plc London Branch and its successors, assigns and transferees and includes any person acting on its or their behalf
- "Company" - means the person (other than You) at whose request the Account is opened and/or the Card is issued
- "Conditions of Use" - means these Conditions of Use as may be amended from time to time
- "ECMRS" - means any electronic card management and reporting system made available to You or any AISP appointed by You within a secure area of the Citibank website

"Establishment"	- means a person who has entered into arrangements with Citibank or the relevant bank card association or its members for the supply of goods, tickets, services or cash to holders of Cards and/or Accounts
"Fees"	- means the fees and charges as set out in the Table of Fees
"Law"	- means any and all applicable law, regulation, legal process, courts order, regulatory code of conduct and guidance and agreements with or between governmental, regulatory or other authorities, in any jurisdiction, including, but not limited to, the rules and guidance set out in the UK FCA Handbook.
"Online Statement Service"	- means any service which enables You to access and view Your statements within a secure area of the Citibank website
"Participating Establishment"	- means an Establishment which has implemented chip and PIN technology to enable it to process Purchases made on Cards which are issued with an embedded chip and associated PIN
"PIN"	- means Your personal identification number
"Purchases"	- means transactions at an Establishment charged or to be charged to an Account and excludes Fees and cash advance transactions
"Security Breach"	- means any (i) fraud or attempted fraud against You, the Company or Citibank and / or (ii) any other operational and / or security incident affecting You, the Company, Citibank and / or any other market participants (including a cyber-security attack).
"Security Information"	- means Your PIN, any user ID and password which You use to access any Online Statement Service and/or any ECMRS and all other security features or information issued to or used by You in connection with the Card or the Account
"Strong Customer Authentication" or "SCA"	- means an authentication based on the use of two or more of the following three elements: (1) knowledge (something only you know e.g. a password or a security question); (2) possession (something only you possess e.g. a token generator or a key); and (3) inherence (something that you inherently are e.g. a biometric feature such as a finger print or retina scan),  each of the above three elements being independent, in that the breach of one does not compromise the reliability of the others. Strong customer authentication must be designed in such a way as to protect the confidentiality of the authentication data.
"Table of Fees"	- means the table of fees and charges set out in these Conditions of Use as amended by Citibank from time to time
"Third Party"	- means any third party other than an AISP.

"You" and "Your" refer to the person (other than the Company) identified on any Card issued or Account opened by Citibank at the Company's and Your request.

The singular includes the plural and vice versa, reference to any gender includes all genders and reference to persons, companies and firms includes bodies corporate, partnerships and unincorporated associations.

Your Card is issued by Citibank whose registered office is Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, authorised by the Central Bank of Ireland and by the Prudential Regulation Authority. It is subject to supervision by the Central Bank of Ireland, and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority under registration number FC032763.

## **2. Using the Card and the Account**

- (a) You are the only person authorised to use the Card or Account. For Your protection, You should sign Your Card immediately on receipt with a ballpoint pen.
- (b) You must only use the Card during the validity period shown on it.
- (c) The Card is a charge card (and not a debit or credit card) which You may use only in accordance with these Conditions of Use.
- (d) The Card and Account may only be used by You to purchase goods and services or obtain cash advances for business purposes of the Company and, if different, Your employer at Establishments accepting the Card or Account, provided that such Card is valid and neither the Account nor Card has been cancelled or suspended by Citibank. You must not use the Card or Account to purchase goods or services or obtain cash advances for personal, family or household purposes.
- (e) The charging and cash advance privileges are subject to a spending limit set by the Company and Citibank, which Citibank or the Company (including through the Programme Administrator's use of any ECMRS) may vary at any time. Citibank will notify You of Your initial spending limit (and of any subsequent changes to it) on Your billing statements.
- (f) You must take care to prevent the Card and the Security Information being lost or stolen or Your Card, Security Information or Account being misused, and must not disclose the Card, Account number or Security Information to any Third Party except an AISP and except when necessary in connection with a Purchase or when reporting any suspected or actual Security Breach or loss, theft or misuse of the Card, Account or Security Information. Except as set out in this section, You must keep your Security Information secret and secure. You must treat any communications you receive which profess to relate to your Card or Account (in particular, electronic communications) with caution. Citibank will never contact you to ask you to disclose Your Security Information.
- (g) The Card and Account must not be used to obtain goods, tickets or services for resale in the course of a business or return for cash. If the Establishment agrees, You may return the goods or tickets for credit against the original Purchase.

- (h) In using the Card and Account You must comply with all applicable exchange control regulations and other Laws.
- (i) You are **jointly and severally liable** with the Company for all Purchases charged to the Account under these Conditions of Use.
- (j) If You send a payment that exceeds the amount due, Citibank will reflect the excess amount as a credit against future Purchases and other amounts due on the Account. Citibank will refund any credit balance on request by You. Citibank will not pay interest on any credit balance on the Account.
- (k) When using Your Card at a Participating Establishment, the Participating Establishment may ask You to enter Your PIN into the PIN pad as authorisation for the transaction. The Participating Establishment may refuse to proceed with a transaction if you refuse to enter Your PIN as requested or if You enter your PIN incorrectly. Citibank shall not be responsible for the failure of the transaction in such event. You agree that You shall not disclose Your PIN to the Participating Establishment or any other Third Party except an AISP under any circumstances.
- (l) Your consent to any transaction may be requested and given in other manners, including by way of Your signature or simply by presentment of Your Card to an Establishment or insertion of Your Card into or placement near to a device operated or maintained by an Establishment. You agree that Your Consent may be given in all such usual manners, and may be given after the relevant transaction.
- (m) You cannot revoke a payment transaction initiated by or through an Establishment after You have given Your consent to the transaction to the Establishment or after the transaction has been initiated.
- (n) To cancel a recurring transaction, you must notify the relevant Establishment.
- (o) Within the EEA Citibank will ensure transfer of the payment transaction to the cards networks within one Business Day of the transactions being presented for settlement. If the payment service provider of the payee is located outside the EEA, transfer of the payment transaction to the payment service provider of the payee may take longer but Citibank will effect payment as soon as possible.

### **3. Billing Statement Service**

- (a) Citibank will on a regular (at least monthly basis) free of charge prepare and make available for You to view online within a secure area of the Citibank website billing statements showing all Purchases, Fees and other amounts charged to the Account in the relevant period and specifying the "Due Date" for payment. Billing statements will only be prepared and made available if there has been activity or a balance on the Account during the relevant period. When a new billing statement is made available for you to view online, Citibank will send to You at Your most recently supplied email address an email informing You. Citibank reserves the right to charge a fee, for which the Company will be liable, for providing You with additional or more frequent information or for providing billing statements and other information about Purchases, Fees and other amounts charged to the Account in a different way.
- (b) You must check Your billing statements for accuracy and notify Citibank immediately of any errors or queries. If You do not do so within 60 days of the date of Your billing statement, Citibank will assume that the information contained in

Your billing statement is accurate. Citibank is not responsible for any claim for an unauthorised or incorrectly executed transaction on the Account unless You have notified Citibank without undue delay upon becoming aware of the relevant transaction, i.e. within 60 days of the date of Your billing statement, and assuming You have good reason for not notifying earlier in any event no later than 13 months after the transaction date, unless Citibank has failed to provide or make available information on that transaction as required by Law.

- (c) In order to access and view Your billing statements online, You will need to register with the Online Statement Service. Citibank will send an email to Your most recently supplied email address containing a hyperlink to the registration page for the Online Statement Service.
- (d) The way in which we make Your billing statements available online will allow You to store and reproduce the information unchanged, for example by printing a copy or saving a copy on your computer. You are strongly advised to do so for Your future reference. If You do not have the facility to view Your billing statements online or to store and reproduce the information, You should contact Citibank or Your Programme Administrator. Citibank will ensure that each of Your electronic billing statements will be made available for you to view online for at least 13 months from when it is first made available.
- (e) Any Purchase, Fee or other amount which is not incurred in Your Billing Currency will be converted using the applicable reference exchange rate, i.e. the wholesale rate of exchange for conversion into Your Billing Currency applied by the relevant card association, adjusted (where applicable) by the mark-up from time to time applied by Citibank as set out in the Table of Fees (the "International Transaction Mark-up"). Your billing statements will show the Purchase, Fee or other amount in Your Billing Currency after this currency conversion, the amount in the currency used and the effective exchange rate. Citibank will also make available upon request the applicable reference exchange rate used as the basis to calculate the currency conversion. The reference exchange rates used may vary daily; changes in these rates will be agreed with the Company and may be applied immediately and without notice to You.
- (f) The Account will be in default if the amount shown on Your billing statement (less any disputed Purchases) is not paid in full in Your Billing Currency by the "Due Date" shown on the billing statement, regardless of whether You have yet to be reimbursed by the Company or Your employer. If any outstanding balance is not paid within the period specified in the Table of Fees, a fee (a "Late Payment Fee") will be charged, as set out in the Table of Fees, each month on the outstanding balance (including any unpaid Late Payment Fees) shown on the relevant billing statement until paid in full. Failure to settle a billing statement promptly may result in suspension or cancellation of Your right to use the Card and Account.
- (g) If a billing statement is not settled promptly the Company will be liable to reimburse Citibank for its collection and legal costs. A fee (a "Return Payment Fee") (as set out in the Table of Fees) will be charged to the Account if any cheque or other remittance is not honoured on presentation and a further sum will be charged for each presentation thereafter. The Account will also be charged for any fees incurred by Citibank in collecting any cheque or other payment drawn on a bank or other institution located outside the United Kingdom.
- (h) You acknowledge that details of the Fees and other amounts (including Late Payment Fees) which apply to the Account (as set out in the Table of Fees) were provided to You before You accepted these Conditions of Use. Citibank may vary such Fees and

other amounts from time to time by written notice to You given in accordance with these Conditions of Use. A copy of the current Table of Fees is available on request from the Programme Administrator.

- (i) Citibank will charge the Company with the Fees set out in the Table of Fees. This will include a fee for each cash advance transaction ("Cash Advance Fee") obtained through a cash dispensing machine ("ATM") or at any Establishment authorised to make over the counter cash advances ("OTC Establishment"), and, where applicable, a fee in respect of each Payment made using a Card ("Transaction Fee"). The Company may also agree to pay an annual fee to Citibank for each Card issued. Where applicable, all Payments and Fees (including the Fees which Citibank will charge the Company) will appear on Your billing statement. The Company is solely liable to Citibank for all cash advance transactions and for all Fees shown in the Table of Fees and any annual fee. You confirm that You have agreed with the Company that You will pay amounts in respect of cash advance transactions and all Fees charged to the Account on the Company's behalf by the "Due Date" set out on the relevant billing statement.
- (j) If a Purchase occurs outside the EU and an international service fee is imposed upon Citibank by the relevant card association in relation to that Purchase, Citibank reserves the right to charge the Company a corresponding fee, which will appear on the billing statement.

#### **4. Loss, Theft and Misuse**

- (a) You must notify Citibank immediately by telephone using the number shown on Your billing statement or through ECMRS, without undue delay if you become aware of any actual or potential Security Breach and / or if Your Card is lost, stolen, misappropriated, damaged, or used without Your authorisation or if the Card, Account or any Security Information is liable to misuse or has been misused or is not received when due. If requested to do so, You must also write to Citibank at the address shown on Your billing statement or otherwise provided to You by Citibank.
- (b) You must give Citibank all the documents or information in Your possession as to the circumstances of any actual or potential Security Breach and / or any loss, theft, misappropriation or unauthorised use of the Card or Security Information or the misuse of the Account and take all reasonable steps requested by Citibank to assist in the recovery of any missing Card or the resolution of any actual or potential Security Breach (regardless of whether the missing Card or the actual or potential Security Breach was identified by You, the Company or Citibank).
- (c) In the event of any actual or potential Security Breach and / or any loss, theft, misappropriation or unauthorised use being suspected, Citibank may, where appropriate, securely notify You by phone, email or by SMS. Citibank may also provide third parties with any information it considers relevant. If a Security Breach occurs and / or a Card is reported lost or stolen or a Card or Account is reported liable to misuse that Card and the Account must not be subsequently used and the Card must be cut in half and, if requested, returned immediately to Citibank.
- (d) You may be liable for all Purchases made with the Card or the Account after the Card has been lost or stolen, or after the Card, Account or Security Information becomes liable to misuse or had been misused, up to the time You notify Citibank. Your liability for these Purchases will be limited at a maximum of 50 Euros UNLESS the Card was taken by, or Your Security Information or Account details disclosed to, someone with Your authority or You acted fraudulently or without reasonable care

(for example, by disclosing Your Security Information to someone or leaving it with the Card so that someone could use it). Once You have notified Citibank of the loss, theft or misuse, Your liability for Purchases made using the Card or Account after such notification will cease UNLESS You have acted fraudulently. Where You initiate a transaction and Citibank does not require Strong Customer Authentication as required by Law You will only bear liability for loss where You have acted fraudulently.

- (e) Citibank is not responsible for any claim for unauthorised or incorrectly executed transactions unless You have notified Citibank without undue delay on becoming aware that any unauthorised transaction has taken place and in any event no later than thirteen months after the transaction date, unless Citibank has failed to make available information on the transaction as required by Law. Where there is a dispute between Citibank and You regarding an unauthorised transaction, Citibank may apply a temporary credit to Your Account immediately, and in any event by the end of the following Business Day until such time as any dispute is settled. Where Citibank then agrees that an unauthorised transaction has been made, Citibank will reinstate Your Account to the state it would have been had the unauthorised payment transaction not taken place. Citibank will also reinstate Your Account to the state it would have been in following any failed, defective or late transactions for which Citibank is liable. Nothing in these Conditions of Use affects Your statutory rights.
- (f) You are entitled to a refund of the full amount of any payment transaction authorised by You and initiated by or through the payee, provided the following conditions have been met: (i) the authorisation given to the payee did not specify the exact amount of the transaction at the time the authorisation was given; (ii) the amount of the transaction exceeded the amount that You could reasonably have expected, taking into account Your previous spending patterns and these Conditions of Use; and (iii) You make the request for a refund within eight weeks from the transaction date. Citibank reserves the right to request further information as is reasonably necessary to ascertain whether these conditions have been satisfied and to waive any or all of these conditions. You will receive your refund or justification for refusing a refund within ten business days of Citibank receiving your refund request.

## **5. Suspension and Cancellation of Your Card and Account**

- (a) You may terminate Your Cardholder Account Agreement at any time without charge by written notice to Citibank with a copy to the Programme Administrator. Termination is effective only on receipt by Citibank of the notice and is subject to Clause 5(e) below.
- (b) Your right to use Your Card and Account shall be automatically cancelled if (i) requested by the Company; (ii) Your current employment ends; (iii) the agreement between Citibank and the Company under which these facilities are made available ends; (iv) Citibank receives notice of any compromise with Your creditors; or (v) a bankruptcy petition is presented against You.
- (c) Citibank reserves the right to block or suspend Your Card at any time and without liability for objectively justified reasons related to: (a) the security of Your Card; (b) the suspicion of unauthorised or fraudulent use of Your Card; or (c) a significantly increased risk that You or the Company may be unable to fulfil Your liability to pay. Citibank also reserves the right to block Your Card if you fail to comply with Your obligations under these Conditions of Use or if required by Law to do so. Where Citibank blocks or suspends Your Card, Citibank will inform You by phone, email, SMS or any other manner agreed from time to time. Citibank may block or suspend

Your card without further reference to You when payment owed to Us by You has been outstanding for more than 90 days and where Citibank has [sent reminders]<sup>1</sup> to pay. Citibank will unblock or replace Your Card once the reasons for blocking no longer exist.

- (d) Cards must be used in accordance with the Company's expense management policy and these Conditions of Use. Citibank may refuse any particular transaction without liability at any time where a Card does not have sufficient credit or is being used in a manner that is not consistent with the Company's expense management policy or these Conditions of Use, and / or for any other reason permitted by Law. Citibank will make available the fact of, and the reasons for, the refusal and how You may resolve the position, in accordance with Clause 8 (Communication) or in any other manner agreed from time to time unless prohibited by Law.
- (e) You must not use or attempt to use: (i) the Card or Account while blocked or suspended or after it has been cancelled; or (ii) the Card prior to its commencement date or after its expiry date. You must immediately cut in two and, if requested, return to Citibank, any Card on termination, cancellation or blocking or suspension or which otherwise ceases to be valid other than on expiry. You must ensure that all recurring payments set up in relation to the Card or Account are cancelled immediately upon the termination, cancellation or suspension of the Card or Account. You remain personally liable under these Conditions of Use in respect of all Purchases incurred through the use of the Card at any time, irrespective of termination, cancellation, blocking or suspension.
- (f) Citibank shall not in any circumstances be liable in respect of any statement or other communication relating to or arising out of the blocking or suspension or cancellation of the Card or Account, including a listing of the Card or Account number on any cancellation list or of the refusal of any particular transaction.
- (g) The Card is issued by and remains the property of Citibank and is not issued on behalf of any other party, whether jointly or otherwise. You must return it to Citibank on demand. Citibank may from time to time issue new Cards to replace existing ones unless You or the Company ask Citibank not to do so. Unless otherwise notified, these Conditions of Use will apply to any replacement Cards issued to You.

## **6. Claim Against Suppliers**

Citibank is not responsible for the standard, quality or suitability of any goods, tickets or services purchased with the Card or Account from any Establishment. All statements must be paid in full and without set-off or counterclaim. This does not, however, affect any statutory rights which You may have or Your rights against the Establishment with whom all claims should be settled direct. Citibank is not responsible if any Establishment refuses to accept the Card or Account or refuses to proceed with a transaction made with Your Card nor if any Establishment fails to disclose any surcharge for the use of the Card or where a currency conversion service is offered at the point of sale or by the payee all charges and the exchange rate to be used for that conversion.

## **7. Changes**

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Citibank may at any time change, delete or add to these Conditions of Use (including the fees and other amounts which apply to Your Account (as set out in the Table of Fees) and will inform You by written notice. Such notice (which Citibank may give to the Programme Administrator on Your behalf) will indicate the date from which the changes will apply, which will be no earlier than 2 months from the date of the notice. If You do not accept the changes, You may terminate Your Cardholder Account Agreement in accordance with Clause 5(a) of these Conditions of Use, and if You object to the changes, Your objection shall be treated as notice to terminate Your Cardholder Account Agreement. If You do not object to the changes before the proposed date of their entry into force, You will be deemed to have accepted them. A copy of the current Conditions of Use is available on request from the Programme Administrator.

## **8. Communication**

- (a) Citibank must be notified as soon as possible by telephone or in writing or through the use of the ECMRS of any change to Your personal details, including Your name, address and email address. Citibank is entitled to treat the most recent address, and email address that You provided to Citibank as Your current address and email address, until You tell Citibank otherwise in accordance with this section. Any notice or billing statement sent by Citibank by post shall be deemed validly delivered when sent to Your most recently supplied postal address. Any electronic billing statement (and any notice appearing on an electronic billing statement) shall be deemed validly delivered when the email informing You that Your statement is available is sent to Your most recently supplied email address.
- (b) Citibank may communicate by post or email with You, or, if Citibank chooses, with the Programme Administrator (in which case communications with the Programme Administrator are deemed given and received by that person on Your behalf). You may contact Citibank by post, telephone or through Your Programme Administrator.
- (c) Citibank will generally communicate with You in the language agreed by You or the Company, which may differ from the language in which these Conditions of Use are written.
- (d) You have the right at any time during this agreement to receive upon request these Conditions of Use and any other contractual terms and information Citibank is required by Law to provide on paper or on another durable medium. Citibank may satisfy this request by making such documentation and information available online in the same way as for Your billing statements or through the Programme Administrator.
- (e) Citibank may apply Strong Customer Authentication where required to do so by Law, for example, where You (or an AISP) access your Account online or use the ECMRS.

## **9. Assignment**

You agree that Citibank may by giving at least 7 days' notice in writing to You and the Company (and without any further consent) assign its rights, or transfer both its rights and obligations, under these Conditions of Use to any company in the Citigroup Inc. group of companies.

**10. Delay in Enforcement**

Citibank may delay enforcing its rights under the Cardholder Account Agreement without losing them. Citibank may also accept partial payments (even if described as being in settlement of a dispute or if marked "payment in full" or with other similar wording) without losing its right to claim full payment.

**11. Liability**

Citibank shall not be liable if it is unable to perform or delayed in performing its obligations under these Conditions of Use due to the failure of any machine data processing system or transmission link or to any industrial dispute or anything outside the reasonable control of Citibank.

**12. Data Protection**

- (a) Citibank Europe plc London Branch is the data controller in relation to Your personal data. This Clause 12 sets out how Your personal data is processed.
- (b) Establishments which accept Cards and Accounts will transfer information to the relevant bank card association and Citibank about any transactions You make with them using the Card or Account.
- (c) Citibank will confidentially and only to the extent reasonably required and permitted under applicable data protection and bank secrecy Laws, give Establishments, other companies in the Citigroup Inc. group of companies, the Company, other companies in the same group of companies as the Company, an AISP and Third Parties including those providing application processing, fraud monitoring, customer service, card production and technology processing services and each of their agents and contractors, information about You and Your Account for the following purposes: Account opening; Account management; transaction initiation or the provision of any other payment service, statistical reporting; compliance with applicable Law; crime prevention and detection; enforcement of Citibank's legal rights; administration; the operation of Citibank's risk and control systems and management information systems; and tracking/locating, and Citibank may also access, use, retain, disclose, or otherwise process such information itself for the same purposes. Processing of information includes but is not limited to gathering, registering, storing, and changing the information.
- (d) Your personal data may be transferred to countries outside the European Economic Area (even those which have only limited or no data protection Laws provided that Citibank remains responsible for making sure Your information is held securely) including, without limitation, Singapore, India and the United States of America.
- (e) You will automatically receive service update mailings from Citibank by post or email.
- (f) The Company and/or the Programme Administrator may provide personal data relating to You, and submit change of personal data requests made by You on Your behalf, to Citibank whether through use of the ECMRS or otherwise. Such requests may be to update any of the information about You or Your Account set out in the Application Form such as Your name, address and email address. You agree that Citibank may process the personal data relating to You provided to Citibank by the Company and/or the Programme Administrator, in accordance with these Conditions of Use.

- (g) You agree that Citibank may provide information to, or provide access to information to, the Company and, if different, Your employer, other companies in the same group of companies as the Company, and authorised third parties (as well as the Programme Administrator and certain other individuals who are authorised by Your Company) about activity on Your Account, the status of Your Account and any breach of these Conditions of Use, as well as direct access to Your billing statements and all information contained within such billing statements, for example, the Purchases charged to Your Account and Your personal information, whether through use of the ECMRS or otherwise, for the purpose of expense and travel management and administration. Citibank may also contact Your manager or Your Programme Administrator about You and Your Account. You agree that the Company and, if different, Your employer may provide information about You to Citibank for the purpose of assisting Citibank in managing Your Account and you agree to Citibank processing such information relating to You in accordance with these Conditions of Use.
- (h) You have a right of access to Your data under the Data Protection Act 1998 but Citibank may charge You a reasonable administration fee for providing such data up to any applicable legal maximum.
- (i) Citibank may record and/or monitor telephone calls to help maintain a high quality service and for security, data collection and training purposes and You consent to the processing of Your personal data for these purposes. All recordings are Citibank's sole property.

### **13. Cash Programme**

- (a) Cash Advance
  - (i) If authorised by the Company and Citibank, You may obtain cash advances at any ATM which accepts Cards and any OTC Establishment.
  - (ii) The maximum amount which can be withdrawn on Your Account is the maximum amount agreed between Citibank and the Programme Administrator or its equivalent in local currency or other amount notified to You by Citibank from time to time over such period as may be specified by Citibank.
  - (iii) Any cash advance will appear as a charge on the billing statement immediately following that withdrawal and Citibank will pass on all charges/fees made by the relevant ATM operator or OTC Establishment, bank card association and/or processors for such transactions. Citibank may also charge a Cash Advance Fee (as set out in the Table of Fees).
  - (iv) In addition to any limits placed upon withdrawals by Citibank or the Company, cash advances may be subject to limits imposed by the relevant ATM operator or OTC Establishment dispensing the cash.
- (b) Termination of cash advance eligibility
  - (i) Citibank may at any time, at Citibank's complete discretion, cancel the cash advance eligibility on the Card and Account.

- (ii) Citibank will normally give You advance notice of any such cancellation but Citibank may, if it is reasonable to do so, cancel the cash advance eligibility without prior notice.
  - (iii) You may also cancel the cash advance eligibility at any time and for any reason by writing to or telephoning Citibank at the address or number shown on Your billing statement. Such cancellation will be effected by Citibank as soon as reasonably possible after it receives notice of cancellation from You.
- (c) **Liability**

Citibank shall have no obligation or liability relating to the funding, maintenance or operation of any ATM or OTC Establishment, or any liability for the failure of any ATM or OTC Establishment to have sufficient funds, or to function or operate in the manner in which it is intended, or any liability related to the location or site maintenance of an ATM or OTC Establishment. You may only obtain cash advances where authorised to do so by the Company and Citibank, and where there is sufficient credit available in your Account. Where these conditions are not met, Citibank may, in accordance with Clause 13(a) (*Cash Advance*) and Clause 13(b) (*Termination of cash advance eligibility*) above, refuse to authorise any cash advance at any time and shall have no liability for such refusal, or for failing to make or authorise on time or in the correct amount any cash advance.

#### **14. Use of PIN**

- (a) You will receive a PIN. A PIN is personal to You and must not be disclosed to anyone. You must memorise the PIN and NEVER CARRY THE CARD AND A NOTE OF THE PIN TOGETHER. You are liable in full if You fail to observe the above.
- (b) If You forget the PIN simply call Citibank on the number set out on Your billing statement and request that Citibank issue a new PIN.
- (c) In the event of any unauthorised disclosure or loss of the PIN You must notify Citibank immediately and fully co-operate with Citibank and the relevant authorities to prevent use of the PIN.

#### **15. Programme Administrator**

The Company will designate one person to represent the Company and assist Citibank in the administration of Your Account ("Programme Administrator"). Your Programme Administrator will have the following duties: (i) to view Your application to be issued with a Card including all information contained in such application; (ii) to be familiar with all aspects of Your Account; (iii) to view Your statements and the details of all Purchases, Fees and other amounts contained on Your statements; (iv) to handle all enquiries, billing disputes, spending limit increase requests, change of personal data requests, and other requests and notices by You and the Company under these Conditions of Use; (v) promptly to advise Citibank of lost or stolen Cards or if any Card, Account or PIN is liable to be misused and to request any replacement Cards; (vi) promptly to advise Citibank if you become aware of any actual or potential infringement of a Law (vii) promptly to advise Citibank of termination of Your current employment; and (viii) upon such termination, to collect and cut Your Card in half.

#### **16. ECMRS**

You may access and use any ECMRS made available to You online in order to manage Your Card and Account and use the expense management function, if available. Your use of the ECMRS is subject to the ECMRS terms of use (as set out on the applicable website and as amended from time to time) which You are required to read and accept before using the ECMRS.

## **17. AISPs**

- (a) **Appointment of TPPs:** You may appoint an AISP to provide You with consolidated information on Your Accounts. If You do so, You should be aware of the risks involved, including that by virtue of its access to the Account, an AISP may access Your transactional and other Account data. You should bear in mind that if You disclose Your PIN or any other security information to an AISP, such AISP will have access to the same information in relation to the Account and investments that You have using the same PIN or other security information.
- (b) **Refusing to deal with TPPs:** Citibank may refuse access to AISPs for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to Your Account(s). In such cases, unless prohibited by applicable law, Citibank will inform You that AISP access to Your Account has been denied and the reasons therefor. You agree that Citibank may make reports of denied AISP access to regulatory and other authorities, which may contain data confidential to You.
- (c) **Liability for AISPs:** Where You appoint an AISP, Citibank is not liable for any damage, liability and/or loss that You suffer or incur in connection with the appointment or use of such AISP, unless Citibank has acted fraudulently or fails to fulfil its obligations with intent or gross negligence.
- (d) **Security:** You may provide such security information to an AISP that is strictly necessary in order to enable AISP access. You will inform Citibank immediately if You become aware of any suspicious behaviour or any other problem with Your Account. If You receive any information statement from any AISP, that relates to the Account, or any other service provided by Citibank, you will pass the same to Citibank. Where requested, You will provide Citibank with any information that Citibank may reasonably require in relation to any duly appointed AISP.
- (e) **Refusing to deal with other Third Parties:** Citibank will only treat a third party as a AISP if it is registered as an AISP in accordance with Article 5(3) PSD2. All other third parties will be dealt with using the existing process for the relevant third party.

## **18. Complaints**

- (a) If you want to make a complaint about Your Account, or Citibank's handling of Your Card or Account, please write to Customer Service Head, Citibank Commercial Cards, Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB, United Kingdom.
- (b) Within a reasonable timeframe and at the latest within 15 Business Days of receiving a complaint from You, Citibank will send You a final response on paper on any other durable medium that Citibank agrees with you from time to time (such as email). In exceptional situations, if Citibank is unable to respond to You within 15 Business Days for reasons beyond its control, Citibank shall send You a holding response, clearly indicating the reasons for the delay and specifying when further contact will

be made. In any event, You will receive a final response from Citibank within 35 Business Days of Citibank's receipt of Your complaint.

- (c) If Citibank does not resolve Your complaint to Your satisfaction, you may refer Your complaint to the Financial Ombudsman Service. You may contact the Financial Ombudsman or obtain details (including details of eligibility) for the Financial Ombudsman Service at:

South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0845 080 1800 or 0300 123 9 123  
email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

- (d) You may also refer Your complaint to the Financial Services Authority if You are not satisfied with the decision of the Financial Ombudsman.

## **19. Compliance with Law**

You will not knowingly break or contravene any Law by entering into the Cardholder Account Agreement. You will inform Your Programme Administrator immediately if You become aware of any actual or potential infringement of a Law which could arise from the terms of the Cardholder Account Agreement and / or Your relationship with Citibank.

Nothing in the Cardholder Account Agreement (or in the provision of any related services) requires Citibank to do or not do anything if it would or might in our reasonable opinion constitute a breach of any Law. Nothing in the Cardholder Account Agreement (or in the provision of any related services) permits Citibank to do anything that would be a breach of Law.

## **20. Law**

These Conditions of Use and all matters arising out of the issue and use of the Card and Account are subject to English law and the jurisdiction of the courts of England.