ZAO CITIBANK CREDIT CARD TERMS AND CONDITIONS FOR CONSUMERS

PRIVACY FOR CONSUMERS AT ZAO CITIBANK

EXPLANATORY NOTICE FOR A PERSON INSURED UNDER CITI INSURANCE OF A CREDIT CARDHOLDER
1. Introduction

1.1. These credit card terms and conditions (the "Terms and Conditions") set out the terms and conditions whereby ZAO Citibank ("Citibank") will offer its customers credit card limits with credit limits and other related services and products as described in greater detail below. The Terms and Conditions, the schedule of fees, commissions and charges (the "Tariffs"), and each credit card application (the "Application") is completed and signed by the customer (the "Customer") and Citibank, shall together constitute a credit card agreement between the Customer and Citibank (the "Agreement").

1.2. The Terms and Conditions shall govern lending to the Customer and the opening and maintenance by Citibank of an account to be opened in the name of the Customer for the purpose of credit card transactions and the provision of all related services and products of financial nature. Certain types of related services and products may be offered by Citibank to the Customer subject to separate agreements or service rules and procedures as may be established by Citibank from time to time. In the event of a conflict between the provisions of the Terms and Conditions and any specific agreements, service rules or procedures, the provisions of such separate agreements, service rules or procedures shall prevail.

2. Account and Credit Limit

2.1. Upon receipt of the Application and other documents that the Customer may be required to submit to Citibank, Citibank will determine if the Customer meets the lending criteria as established by Citibank from time to time. If Citibank, in its discretion, determines that the Customer meets such lending criteria, Citibank will establish a credit limit for the Customer (i.e. a limit up to which the Customer may borrow) and open the Account. The Customer agrees that Citibank will establish such credit limit in its sole discretion and that Citibank may decrease, increase or cancel the credit limit at any time. Citibank will advise the Customer in writing of establishing the Account and opening the Credit Limit.

2.2. The Customer may use the credit within the available limit (i.e. the difference between the credit limit and the total Outstanding Balance) by charging transactions to his/her Account, including cash withdrawals at ATMs, payments for goods and services by Credit Card, and transfers to his/her other accounts and third party accounts. The Customer understands that certain Credit Card transactions (e.g. transactions in different currencies or transactions involving the use of ATMs or various payment systems, and certain other transactions) may further reduce the available limit due to applicable foreign exchange rates and/or fees, commissions and charges as may be established by Citibank or other banks, financial institutions and/or payment systems through which such transactions are processed.

2.3. Subject to the specifics set out herein, credit under each transaction, including an amount drawn in excess of the available limit, (the "Outstanding Balance") shall accrue interest at an annual rate as determined in (a) the Tariffs — for a transaction made outside the equal payment plan (a "Non-EPP Transaction"), or (b) the Offer — for a transaction made within the equal payment plan (an "EPP Transaction"). Credit Card transactions relating to payment for the Merchants' goods and services (except EPP Transactions) ("Non-EPP Purchases") shall accrue interest as follows: (i) if the amount of the Outstanding Balance relating to any Non-EPP Purchases is fully repaid by the Customer no later than the Payment Date indicated on the Credit Card Statement, no interest shall accrue; (ii) if the amount of the Outstanding Balance relating to any Non-EPP Purchases is not fully repaid by the Customer by the Payment Date indicated on the Credit Card Statement, interest shall accrue from the date of the origination of the Outstanding Balance in respect of such transactions until the date of its full repayment. All Credit Card transactions other than Non-EPP Purchases shall accrue interest from the date of the origination of the Outstanding Balance in respect of such transactions until the date of its full repayment. Where relevant, the Outstanding Balance in respect of any transaction may also accrue a penalty interest calculated based on the compound interest formula, an available limit excess fee, and other fees, commissions and charges (the "Fees") as set out in the Tariffs.

2.4. At the Credit Card Statement issue date, Citibank will reduce the available limit by the amount of the fees and interest: (a) accrued on the Outstanding Balance relating to Non-EPP Purchases as at the issue date of the previous Credit Card Statement and not repaid in full by the Payment Date indicated on such previous Credit Card Statement; and (b) accrued on other transactions which are not Non-EPP Purchases, including EPP Transactions, up to and including such Credit Card Statement issue date, and will increase the Outstanding Balance by such amount.

2.5. The Customer shall, on a monthly basis, repay to Citibank a Minimum Payment Amount on the payment due date specified in the Credit Card Statement (the "Payment Date"). Failure by the Customer to receive the Credit Card Statement for any reason beyond Citibank's control shall not relieve the Customer of his/her obligation to repay the Minimum Payment Amount when due. The Minimum Payment Amount is calculated as: (a) one hundred (100) percent of the total Outstanding Balance reduced by the amount of the Outstanding Balance under all EPP Transactions, and plus (b) the sum of EPP Monthly Installments under all EPP Transactions. If the Minimum Payment Amount (or the minimum payment amount set out in the Tariffs) is not credited to the Account on or before the Payment Date, Citibank shall have the right to declare the whole Outstanding Balance due and payable and the Customer shall be obligated to repay such amount immediately.

2.6. If, notwithstanding the Customer's obligation to repay the Minimum Payment Amount (reduced for the purposes of this paragraph by the sum of EPP Monthly Installments) on the Payment Date, the Customer fails to make such repayment, then: (a) the Customer shall nonetheless repay the portion of the total Outstanding Balance set out in the Tariffs, reduced by the amount of Outstanding Balance under all EPP Transactions, interest accrued for the reporting period, late payment fee (if any), credit limit excess amount (if any), and any payment amount (if any); (b) the Customer shall repay the sum of EPP Monthly Installments under all EPP Transactions; (c) the Customer shall repay interest accrued for the reporting period; (d) the Customer shall repay late payment fee (if any); (e) the Customer shall repay credit limit excess amount (if any); (f) the Customer shall repay overdue payment amount in full (if any); (g) the Customer's obligation to repay such outstanding portion of the Minimum Payment Amount (reduced for the purposes of this paragraph by the sum of EPP Monthly Installments) shall be carried over to the next Payment Date; (h) such outstanding portion of the Minimum Payment Amount (reduced for the purposes of this paragraph by the sum of EPP Monthly Installments) shall accrue interest at the rate determined by Citibank as at the originally established Payment Date. If the payment amount referred to in this paragraph is less than the minimum payment amount set out in the Tariffs, the Customer shall repay at least such payment amount as set out in the Tariffs, and if the Outstanding Balance is less than the minimum payment amount set out in the Tariffs, the Customer shall repay at least such Outstanding Balance. The provisions of this paragraph shall apply, accordingly, to each subsequent carryover of the Customer's obligations under this paragraph, and each Payment Date from which such obligation is carried over to another day shall be deemed the originally established Payment Date.

2.7. Citibank may allow the Customer an opportunity not to repay the Minimum Payment Amount and the payment amount referred to in paragraph 2.6 above (or, at the discretion of the Customer, to repay those in any amount within the Minimum Payment Amount) for a period of time until the Payment Date specified in the Credit Card Statement following the date when such opportunity was allowed. Where this is the case, Citibank shall show the amount of minimum payment as equal to zero on the Credit Card Statement and shall not charge the Customer a fee of minimum payment. Nonetheless, however, the available opportunity not to pay the Minimum Payment Amount, the Customer may waive such opportunity and make a full or partial payment towards the Minimum Payment Amount at any time.

Citibank shall have sole discretion in allowing the opportunity not to pay the Minimum Payment Amount.

2.8. Any payment, transfer or cash deposit to the Account will reduce the Outstanding Balance by the amount of:

(a) firstly — EPP Transactions within Advanced Loan on Phone in the following order:
- any interest, including penalty interest, relating thereto;
- any Fees relating thereto; — other sums relating thereto;
(b) secondly — EPP Transactions within Loan on Phone and EPP cash advances in the following order:
- any interest, including penalty interest, relating thereto;
- any Fees relating thereto; — other sums relating thereto;
(c) thirdly — other EPP Transactions in the following order:
- any interest, including penalty interest, relating thereto;
- any Fees relating thereto; — other sums relating thereto;
(d) fourthly — including penalty interest, in the following order:
- interest relating to Non-EPP cash advances;
- interest relating to other Non-EPP Transactions;
(e) fifthly — Fees in the following order:
- Fees relating to Non-EPP cash advances;
- Fees relating to other Non-EPP Transactions;
(f) sixthly — Non-EPP cash advances; and
(g) seventhly — any other transactions included in the Outstanding Balance.

2.9. The Customer may at any time repay the Outstanding Balance in full by way of payment, transfer or cash deposit to the Account.

2.10. No interest will accrue on an amount paid, transferred or deposited by the Customer in excess of the total Outstanding Balance (the "Positive Balance").

3. Credit Card

This Section describes the procedure for the issuance, use, cancellation, and replacement of a credit card issued by Citibank to the Customer (the "Credit Card"). In terms of technology and manufacture, the Credit Card can be three types: a magnetic credit card with a chip and a contactless magnetic credit card with a chip. In terms of payment systems, the Credit Card can be a Visa or a MasterCard. The Credit Cards can also differ in terms of Citibank's alliances/co-branding partnerships with other companies. Citibank reserves the right to revise the set of transactions, services and functions associated with the use of the Credit Card at any time in its sole discretion. The Credit Card functions available at Citibank's ATMs and described in the Terms and Conditions may not be fully available at other banks' ATMs. The Customers understand that not all providers of goods and services (the "Merchants") may accept the Credit Card or each type of the Credit Card as payment, and that the Merchants may impose limitations on the amounts of the Customer's transactions and card holder identification procedures. Citibank will accept no responsibility for, or claims from the Customer as to, such limitations or card holder identification procedures as may be established by the Merchants.

3.1. Upon opening the Account, Citibank will issue the Credit Card of a particular type to the Customer. The Credit Card is linked and provides access to the Account. Citibank may at any time offer a second primary Credit Card to the Customer. The type of the second primary Credit Card may differ from that of the first one. If the Customer consents thereto, Citibank will issue the second Credit Card, set a credit limit for it (separate from that set for the already existing Credit Card) and open an Account as necessary for the maintenance of the second Credit Card. In the event the second Credit Card is issued, Citibank may change the Credit Card Statement date. All terms and conditions of the Agreement will similarly apply to the second Credit Card. The Customer may refuse to be issued with the second Credit Card until the time it is activated.

3.2. The Credit Card will be sent to the Customer's current address stated by the Customer (or to the Customer's registered address if no current address has been stated), or to any other address agreed between Citibank and the Customer, by mail, registered mail, courier or such other means as may be determined by Citibank. The Credit Card will be delivered to the Customer in accordance. In order to start using the Credit Card, the Customer will be required to sign the back of the Credit Card and activate the Credit Card on Citibank's website at www.citibank.ru, in Citibank Online or by calling a Citibank number indicated on the back of the Credit Card. During the Credit Card activation process, the Customer will be required to set up his/her personal identification number ("PIN") and telephone personal identification number ("TPIN"). The Customer will be required to enter PIN in order to use the Credit Card at ATMs, register in or restore access to Citibank Online, or purchase goods or services from the Merchants that accept chip credit cards if they so require. The Customer will be required to use TPIN in order to access Citibank's services available through Citibank Online.

3.3. The Customer may request the issuance of a supplementary Credit Card(s) by submitting to Citibank an application to this effect in a form established by Citibank, along with such other documents...
4. The Customer may be required to notify Citibank of any change in the details of the Credit Card as set forth in the Terms and Conditions and/or in the Tariffs. Citibank reserves the right to refuse the Customer's request if the change is deemed by Citibank to be unreasonable or not in accordance with the Terms and Conditions and/or Tariffs.

4.1. Citibank may, at its discretion, additionally credit the Account with any reward, whether or not earned on payments made with the Citibank MasterCard Cash Back Credit Card, in an amount determined by Citibank (the “Discretionary Reward”). The Discretionary Reward can be of two types: (i) a reward earned on the first issue of the Citibank MasterCard Cash Back Credit Card (the “Welcome Bonus”) and (ii) a reward earned as a result of any promotions held by Citibank on a quarterly basis (the “Seasonal Reward”).

4.2. Citibank shall, on an annual basis, credit the Account with an additional reward amount representing a portion of the annual fee you paid for your Citibank MasterCard Cash Back Credit Card. The portion of the annual fee that is credited to the Account shall be determined by Citibank and shall be based on your account performance during the year as such portion is described in the Tariffs, in relation to such types of Citibank MasterCard Cash Back Credit Cards on which the Discretionary Reward is payable by Citibank (the “Additional Reward”).

4.3. The amounts of the rewards referred to in this Section 4 shall be transferred by Citibank to the Customer within five (5) business days of the Credit Card Statement date. Any reward received by the Customer shall be subject to tax under applicable Russian tax law. Where and as required by applicable Russian tax law, Citibank shall provide tax authorities with requisite information on income paid and tax withheld, and notify the Customer thereof. Citibank shall inform the Customer of the amount of reward in the Credit Card Statement.

5. Citi Express Card; Citi Express Service

5.1. Citibank may, upon application by the Customer, issue a Citi Express Card to the Customer, which will enable the Customer to pay Moscow Metro fares (the “Fares”) electronically by means of a Moscow Metro chip embedded in the card (the “Transit Application”). The relationship between Citibank and the Customer in connection with the issue and maintenance of the Citi Express Card shall be governed by the provisions of the Terms and Conditions, unless otherwise provided by this Section 5.

5.2. As provided in paragraph 3.2 above, the Citi Express Card will be delivered to the Customer inactive, and the Transit Application will be inactive either. The Customer will need to activate the Transit Application at a Moscow Metro ticket counter three (3) business days after the Citi Express Card activation date. The Fares may only be paid once the Transit Application has been activated.

5.3. If the Customer is a holder of another Citibank Credit Card, Citibank may, at the Customer’s request, provide the Customer with the Citi Express Service, which will enable the Customer to pay metro and/or other public transport fares with his/her Credit Card. The list of public transport services is determined by Citibank and is available on Citibank’s website at www.citibank.ru. The Citi Express Service will be subject to a fee. Citibank reserves the right to suspend or completely discontinue the service without prior notice to the Customer, at any time at its sole discretion. The enabling of this service requires card reissue. The type of Credit Cards that may be issued by Citibank with the embedded Transit Application are set out in the Tariffs.

5.4. Once the Credit Card has been activated, the Citi Express Service fee will be charged to the Account on a monthly basis on the first day of the calendar month for that month, regardless of whether or not the Transit Application has been activated. No service fee will be charged for the period between the Credit Card activation date and the beginning of the calendar month following the Credit Card activation; however, if the service is discontinued before the end of the calendar month, the fee for the remainder of the month will not be compensated or refunded.

5.5. The amount of the service fee shall be included in the Credit Card Statement information on the amount of the fare payment transactions made by the Customer in the relevant period based on the data received from Moscow Metro and/or other public transport service provider(s) (the “Transport Service Provider(s)”). The fares shall be paid in accordance with the Transport Service Provider’s fare schedule current on the date the Customer used the Citi Express Card or any other Credit Card with the embedded Transit Application to pay the public transport fares.

5.6. In the event of termination of this Agreement, the Customer shall pay the balance outstanding on the fare payment transactions arising before, but included in the Credit Card Statement after, the termination date hereof.

5.7. Citibank shall not be liable for the quality of services provided by the Transport Service Providers to the Customer, including incorrect statement of the number and cost of the Customer’s public transport journeys with the Citi Express Card or any other Credit Card provided by Citibank, and the Customer bears the risk of any losses incurred as a result of such journeys. Citibank reserves the right to suspend or completely discontinue the service without prior notice to the Customer, at any time at its sole discretion. The enabling of this service requires reissue. The type of Credit Cards that may be issued by Citibank with the embedded Transit Application to the Transport Service Provider concerned.

6. Credit Card Transactions

This Section describes the transactions that the Customer may effect in respect of the Account (the “Transactions”). Citibank reserves the right, at any time, in its sole discretion, to expand the list of Transactions or cancel certain types thereof. The Customer may effect the Transactions within the available limit on the Credit Card. The Customer understands that certain Transactions effected by the Customer may be subject to rules and limitations (e.g. those concerning the type or amount of a transaction) as may be imposed by applicable laws, regulations or internal rules and procedures of Citibank and other banks, financial institutions and/or credit card systems through which such transactions are processed.

Cash Withdrawals and Deposits

6.1. The Customer may make withdrawals from the Account (within the cash withdrawal limit set by Citibank) and make deposits into the Account towards the repayment of the Outstanding Balance at Citibank branches, ATMs, and other banks and financial institutions (if they provide such services and subject to the rules and procedures of such banks and financial institutions). The Customer agrees that Citibank reserves the Cash withdrawal limit at its sole discretion and that Citibank may at any time decrease, increase or cancel such cash withdrawal limit. Citibank may treat unique/unique-cash transactions defined by payment systems as transactions in highly liquid assets (e.g. money orders, payment for casino and gambling house services, etc.) as being cash withdrawal transactions. Citibank will inform the Customer in writing of his/her cash withdrawal limit.

6.2. The Customer may withdraw or deposit cash in the currency of the Account or in other currencies as may be available at a particular point of service. If the currency of the transaction is different from the currency of the Account, the transaction amount will be converted into the currency of the Account at Citibank’s internal exchange rate applicable on the date of the transaction (in the case of transactions through Citibank’s ATMs or branches) or at the external exchange rate applied by the bank, financial institution or payment system and/or network through which such transaction is processed. In the case of some transactions, where the Transaction is used to pay for goods/services in a currency different from the currency of the Account, the transaction amount can be placed on hold in the Account based on the internal exchange rate applicable by Citibank and/or other banks, financial institutions or payment systems through which such transaction is processed on the date of such hold, but actually
6.3. The Customer may make deposits into the Account towards the repayment of the Outstanding Balance at Citibank's ATMs using his/her Credit Card, PIN, and special envelopes available at ATM locations, following the instructions appearing on the ATM screen. (Only banknotes may be used for cash deposits at ATMs.) Once cash has been deposited at an ATM, the ATM will print out a transaction report. The Customer agrees that Citibank may make deposits at an ATM solely on the basis of the account number and the amount stated by the Customer at the ATM location and in the transaction report. No transaction can be made to the Customer's account at the time of making an ATM cash deposit. Cash deposited by the Customer at an ATM will only be credited to Citibank to the Account upon its authentication and counting by Citibank. The Customer further agrees that Citibank's authentication and counting of cash deposited at an ATM will be deemed conclusive. If as a result of such authentication and counting Citibank determines a discrepancy between the amount stated by the Customer at the ATM location and the actual amount of deposit, Citibank will be entitled to repay the amount of deposit in full to the Customer. In the event of a mismatch between the currency of the Account and the currency of the ATM cash deposit, Citibank will advise the Customer (by phone or otherwise) of the inability to credit such cash to the Account, and the Customer may receive the cash deposited at the ATM over the counter at a Citibank branch. If Citibank detects any counterfeit banknotes deposited at an ATM, such counterfeit banknotes will be withdrawn and sent by Citibank to the appropriate law enforcement authorities for further investigation, and Citibank will not be responsible for any losses resulting from its compliance with forged payment orders, instructions or communications or the presentation of false identity documents which, despite the exercise of reasonable care, Citibank from June 15, 2010 nk was unable to detect. In order to ensure the security of the Customer's banking transactions, Citibank may, but is not obliged to, request confirmation of any transfer instruction by calling the contact number indicated by the Customer and may suspend the execution of the Customer's transfer instruction until such confirmation is received. Citibank may, in its discretion, suspend the execution of a payment order or instruction, if Citibank has reasonable doubts concerning its content, the powers and authority of the issuing person, origination or compliance with applicable rules and procedures, and will provide the Customer of its suspension or confirmation of deposit. No transaction can be made to the Customer's account at the time of making an ATM cash deposit. Cash deposited by the Customer at an ATM will only be credited to Citibank to the Account upon its authentication and counting by Citibank. The Customer further agrees that Citibank's authentication and counting of cash deposited at an ATM will be deemed conclusive. If as a result of such authentication and counting Citibank determines a discrepancy between the amount stated by the Customer at the ATM location and the actual amount of deposit, Citibank will be entitled to repay the amount of deposit in full to the Customer. In the event of a mismatch between the currency of the Account and the currency of the ATM cash deposit, Citibank will advise the Customer (by phone or otherwise) of the inability to credit such cash to the Account, and the Customer may receive the cash deposited at the ATM over the counter at a Citibank branch. If Citibank detects any counterfeit banknotes deposited at an ATM, such counterfeit banknotes will be withdrawn and sent by Citibank to the appropriate law enforcement authorities for further investigation, and Citibank will not be responsible for any losses resulting from its compliance with forged payment orders, instructions or communications or the presentation of false identity documents which, despite the exercise of reasonable care, Citibank from June
Credit Card plus the interest accrued on that portion of the purchase price for the EPP Term. Each EPP Monthly Installment will be included in the Minimum Payment Amount on a monthly basis starting from the Credit Card Statement date immediately following the purchase date.

7.11. At the Customer’s request, Citibank may reduce, or allow the Customer to extend, the EPP Term and charge a request processing fee set out in the Tariffs to the Account, thereby increasing the Outstanding Balance.

7.12. The Customer may prepay his/her EPP Transaction debt, in part or in full, at any time. For the purpose of full or partial prepayment, the Customer must charge his/her EPP Transaction to a Non-EPP Term. The amount by which the full or partial prepayment will be increased is the amount of such full or partial prepayment, and the amount of full or partial prepayment will be correspondingly reflected as a Non-EPP Transaction, which may be repaid in accordance with these Terms and Conditions. Citibank may charge a request processing fee set out in the Tariffs to the Account, thereby increasing the Outstanding Balance.

8. Products Liability

8.1. Customer shall not be liable for any damage or loss incurred by the Customer due to the purchase, installation, usage or otherwise of the goods and/or services acquired under an EPP Transaction, except for negligence or breach of statutory or other duty on the part of Citibank; nor will Citibank be liable for the quality of the purchased goods and/or services. Any complaint as to the quality of the goods purchased or services provided by Citibank or any third party shall be submitted to the relevant manufacturer or Merchant, and no such complaint shall affect the Customer’s obligation to make the EPP Monthly Installments.

9. Modifications, Additions and Cancellation

9.1. Citibank may, at any time and without prior notice or liability to the Customer, terminate EPP and/or cancel, modify, add to or delete any of the provisions of this Section 7. Such termination or modification, however, shall not affect the transactions carried out by the Customer and accepted by Citibank as being the EPP Transactions before such termination or modification.

9.2. Citibank reserves the right to suspend or disqualify any Customer from participation in EPP if Citibank decides that the Customer has committed a breach of the Agreement. Such suspension or disqualification shall not lead to the termination of the transactions already carried out by the Customer and accepted by Citibank as being the EPP Transactions before such decision. If the Customer is past due on any EPP Monthly Installments or has a debt in excess of the available EPP Balance, Citibank shall instruct the Customer to either fully pay the amount of interest payable on the due date of the next EPP Monthly Installment is equal to the interest accrued on the unpaid portion of the price of the EPP Transaction from the date of the last EPP Monthly Installment effected by the Customer up to the date of the new EPP Monthly Installment, and the EPP Term shall be extended by the period of the Postponement granted by Citibank. The Customer shall be obliged to pay interest accrued over the period of the Postponement with the relevant EPP Monthly Installment that follows the period of the Postponement, and the EPP Term shall be extended by the number of the Postponement periods approved by Citibank. In the event the Customer prepaes the price of the EPP Transaction in relation to which the Postponement has been granted by Citibank, the Customer shall be obliged to pay interest accrued over the duration of the Postponements allowed by Citibank. The number of Postponements that may be allowed by Citibank shall not be more than two (2), and Citibank may refuse to allow the Postponement without giving a reason.

Exemption from Liability

8.18. For the avoidance of doubt and without prejudice to the provisions of Section 17, Citibank shall not be liable for the non-performance or improper performance of its obligations under this Section 7 directly or indirectly resulting from the malfunction of any machinery, device or communication system, or any event outside the control of Citibank, including a delay for any reason in the transmission of an EPP Transaction confirmation to Citibank by a Merchant or any other third party.

EPP Disputes

8.19. Citibank’s decision regarding any dispute arising in connection with EPP or this Section 7 shall be final and binding.

8. Citibank

8.1. Citibank is the Citibank telephone banking system which enables the Customer to carry out certain banking transactions over the phone (through a CitiPhone operator or an automatic voice response system) 24 hours a day. Citibank reserves the right to change the set of services provided to the Customer by means of CitiPhone and/or completely discontinue the service with or without prior notice to the Customer, at any time at its sole discretion.

8.2. The Customer may access CitiPhone services over the phone using his/her Credit Card and TPIN. The Customer agrees that the use of his/her Credit Card number and TPIN, or his/her Mobile Phone Number and TPIN, will constitute valid and sufficient confirmation of the Customer’s identity and authority to carry out transactions in respect of the Account by means of CitiPhone.

8.3. The Customer may access CitiPhone services over the phone using his/her Credit Card and TPIN. The Customer agrees that the use of his/her Credit Card number and TPIN will constitute valid and sufficient confirmation of the Customer’s identity and authority to carry out transactions in respect of the Account by means of CitiPhone.

8.4. The Customer agrees that Citibank will not be responsible for any failure, instability or interruption of service due to any malfunction of the equipment, power supply systems and/or communication lines or networks supplied, provided, operated and/or maintained by third parties. The Customer further agrees that Citibank will not be responsible for any losses incurred by the Customer in relation to his/her use of CitiPhone (including losses caused by wrongful acts or omissions of third parties), unless such losses are directly caused by wrongful acts or omissions of Citibank acting willfully or grossly negligently.

8.5. The Customer consents to the transmission of instructions, orders and/or other information over telephone lines (including mobile and other telecommunications) understanding that telephone lines may not always be secure communication channels and being aware of the risks associated with a potential breach of confidentiality and other risks inherent in the use of such lines.

9. Citibank Online

9.1. Citibank Online is the Citibank Internet banking system which enables the Customer to carry out certain banking transactions and access certain Citibank banking services over the Internet 24 hours a day. Citibank Online is a supplementary service, and Citibank reserves the right to change the set of services provided to the Customer by means of Citibank Online or completely discontinue the service with or without prior notice to the Customer, at any time at its sole discretion.

9.2. The Customer may access Citibank Online services using a computer and/or mobile phone with access to the Internet. To access Citibank Online, the Customer must create a User Name and a Password following the instructions published on Citibank’s website at www.citibank.ru. Requirements concerning the equipment and software required for the use of Citibank Online are indicated on the above website.

9.3. The Customer further agrees that Citibank will not be responsible for any losses incurred by the Customer in relation to his/her use of Citibank Online (including losses caused by wrongful acts or omissions of third parties), unless such losses are directly caused by wrongful acts or omissions of Citibank acting willfully or grossly negligently.

9.4. A Customer agrees that the Internet and mobile telecommunication services are not absolutely secure communication channels, the Customer confirms that he/she understands and accepts all risks associated with a possible security breach in the transmission of any instructions and information with the use of Internet/mobile telecommunication technologies.

9.5. The parties agree that any electronic documents signed by the Customer in Citibank Online with his/her simple electronic signature, created and used in the manner prescribed by Citibank, shall be of equal validity with paper documents signed with the Customer’s handwritten signature. The Customer agrees that his/her sign-on Password to Citibank Online shall be deemed his/her simple electronic signature, where such Password is entered to confirm an electronic document in Citibank Online. Citibank Online will check the Password so entered against system records and, if the Password checks out, the electronic document confirmed by the Password shall be deemed signed directly by the Customer. The Customer shall inform Citibank of his/her Password strictly confidential.

10. Credit Card Statement

10.1. Citibank will send a Credit Card statement (the “Credit Card Statement”) or a notification of the availability of the Credit Card Statement for viewing in Citibank Online (the “Notification of Statement Availability”) to the Customer on a monthly basis. The Credit Card Statement will contain information on the available limit and the Outstanding Balance as of the Credit Card Statement date and information on all transactions in respect of the Account for the relevant period, the Minimum Payment Amount, the amount which the Customer may pay in accordance with paragraphs 2.6 or 2.7 (if the Customer has been allowed an opportunity not to repay the Minimum Payment Amount), and the Payment Date. For the Customer’s convenience, the Credit Card Statement will show the amount of positive balance in the Account as a negative amount of the Outstanding Balance.

10.2. Citibank will send the Credit Card Statement to the mailing address as indicated by the Customer. The Credit Card Statement may be sent to the Customer by mail, registered mail, courier or such other means as may be determined by Citibank. The Customer may at any time change his/her mailing address at Citibank branches or through Citibank Online and CitiPhone.

10.3. Citibank may at any time discontinue sending Credit Card Statements to the Customer’s mailing address. If the Customer’s account is subject to Statement Availability will be notified to the Customer by mobile phone number. Upon receipt of the Notification of Statement Availability, the Customer is obliged to obtain the Credit Card Statement from Citibank branches or through Citibank Online and/or CitiPhone.

10.4. The Customer agrees to carefully check the Credit Card Statement and notify Citibank of any errors, discrepancies, or questions concerning the information contained in the Credit Card Statement within fourteen (14) days of its dispatch by Citibank or of receipt of the Notification of Statement Availability. If Citibank does not receive such notice from the Customer within the above 14-day period, the Customer shall be deemed to have accepted and agreed with all information contained in the Credit Card Statement. Having failed to receive the Credit Card Statement and/or the Notification of Statement Availability, the Customer shall contact Citibank to find out the Minimum Payment Amount and the Payment Date.

10.5. Citibank Alerting Service

10.5.1. Citibank Alerting Service enables the Customer to receive information on the Credit Card and the Account transactions (a Credit Card report) sent to his/her mobile phone number or e-mail address. Citibank reserves the right to change the set of services in relation to the Credit Card report communicated to the Customer by means of Citibank Alerting Service and/or completely discontinue the service with or without prior notice to the Customer, at any time at its sole discretion.

10.5.2. The Customer may register for Citibank Alerting Service through Citibank Online or CitiPhone and select any of the available services. Citibank Alerting Service will automatically send Credit Card and/or Account transaction information to the mobile phone number or e-mail address indicated by the Customer in the format of SMS or e-mail messages as the Customer elects. (It is the Customer’s responsibility to ensure that the mobile phone number or e-mail address submitted by the Customer is correctly recorded by the SMS service provider by his/her mobile operator. The Customer understands that mobile operators may charge a fee for transmitting SMS messages and that such settlements with the mobile operator will be the...
Customer's responsibility.) The Customer may cancel any Citibank Alerting Service through Citibank Online or CitiPhone at any time.

10. The Customer agrees that Citibank will not be responsible for any failure, instability or interruption of service due to any malfunction of the equipment, power supply systems and/or communication lines or networks supplied, provided, operated and/or maintained by third parties. The Customer further agrees that Citibank will not be responsible for any losses incurred by the Customer in relation to his/her use of Citibank Alerting Service (including losses caused by wrongful acts or omissions of third parties), unless such losses are directly caused by wrongful acts or omissions of Citibank acting willfully or grossly negligently.

11. Payment of Fees

11.1. The Customer undertakes to pay Citibank all applicable Credit Card service fees as set out in the Tariffs. The Customer agrees that Citibank will charge all fees to the Account (thereby increasing the Outstanding Balance) on the relevant dates without any further instruction or order from the Customer, and the Customer hereby authorizes Citibank to make such charges to his/her Account (even if the amount thereof exceeds the available limit).

11.2. If for a minimum of three (3) consecutive months preceding the termination of this Agreement either party there were no cash balances in or credits to the Account, no fees, commissions and charges set by Citibank in relation to the Credit Card will be charged, unless already paid by the Customer by the termination date of this Agreement.

12. Set-off

12.1. The Customer agrees that Citibank may use any positive balance in the Customer's accounts with Citibank (in the event of the currency of such account(s)) to offset any monetary obligations of the Customer to Citibank outstanding under this Agreement or under any other agreements or arrangements that have given rise to such monetary obligations of the Customer to Citibank. For this purpose, the Customer hereby authorizes Citibank to convert any amounts held in the Customer's accounts in any currency into the currency of the Customer's outstanding obligation to Citibank at Citibank's exchange rate applicable on the date of such conversion.

12.2. The Customer agrees that any and all of the Customer's securities, financial instruments and other assets held or deposited with Citibank (acting in its capacity as custodian, broker, agent or otherwise) will serve as security for any of the Customer's obligations to Citibank. The Customer hereby authorizes Citibank to sell (or otherwise dispose of) any of the above assets at their fair market price (or, if no fair market price is available, at a price deemed reasonable by Citibank) and apply the proceeds towards the Customer's outstanding obligations to Citibank.

13. Verification, Monitoring and Recording

The Customer confirms that all information provided by the Customer to Citibank in connection with the Agreement is true and correct in all respects and undertakes to promptly notify Citibank of any changes in the information provided by the Customer to Citibank. The Customer agrees that Citibank may verify any information provided by the Customer to Citibank and authorize Citibank to conduct any such verifications.

13.1. The Customer agrees that Citibank may conduct video and electronic monitoring and telephone recording on its premises for the purposes of security and proper customer service without further notice to the Customer or his/her authorized representatives (and it is the Customer's responsibility to notify his/her authorized representatives that Citibank may conduct such monitoring and recording). The Customer further agrees that the video and electronic evidence and electronic records may be used as evidence in any proceedings.

13.2. The Customer agrees that all communications and conversations between the Customer and a Citibank representative over CitiPhone will be recorded by Citibank for the purposes of security and proper customer service, and that such records may be used as evidence in any proceedings.

14. Compliance with Law

14.1. The Customer understands that all transactions and services provided by Citibank to the Customer are governed by applicable Russian laws and regulations. (Certain types of transactions may also be governed by the laws and regulations of foreign countries where such transactions are effected, initiated or processed.) Under applicable laws and regulations, Citibank may be charged with a number of control responsibilities in relation to certain types of customer transactions (e.g. foreign currency transactions, cash transactions, and possibly suspicious transactions) and a duty to disclose information regarding Customer accounts and transactions to various government and law enforcement agencies. For this purpose, Citibank may, from time to time, request the Customer to provide various documents and/or written explanations, and the Customer agrees to do so upon Citibank's request.

14.2. The Customer agrees that if, in the opinion of Citibank, the performance of any transaction in respect of the Customer's account may result in a breach of applicable laws and regulations, Citibank may refuse to perform or suspend the performance of the transaction until such time as the Customer provides Citibank with satisfaction such documents or other information as may be requested by Citibank in connection with the Customer's transaction.

14.3. If the Customer is in breach of applicable laws or Citibank's requirements, rules and procedures, the Customer's access to all the functionalities of the Credit Card, CitiPhone and Citibank Online may be automatically suspended by Citibank until such time as the Customer remedies such breach in the form and manner acceptable to Citibank.

15. Security

15.1. For the purpose of compliance with applicable laws and regulations and to ensure the security of the Customer's funds, Citibank may send to the Customer's Mobile Phone Number SMS alerts of any charges to the Customer's accounts made with the use of an electronic payment means, including those which involve the use of the Credit Card, Citibank Online and/or CitiPhone, after the charge has been made. Similar e-mail alerts may additionally be sent to the Customer's e-mail address.

15.2. The Customer shall provide to Citibank a valid Mobile Phone Number signed by a Russian mobile service provider and the Mobile Phone Number is constantly available for incoming SMS messages. The Customer shall be responsible for the authenticity of the Mobile Phone Number and for the condition and security of the subscriber identity module (the "SIM-card"). The Customer shall not allow the cloning of the SIM-card, or the receipt, use and change of the SIM-card and/or the Mobile Phone Number by a third party. If the SIM-card is changed, the Customer shall immediately report this to Citibank via CitiPhone.

15.3. Citibank shall use the Mobile Phone Number provided by the Customer and maintained in Citibank's systems. If Citibank is not in possession of the valid and authentic Mobile Phone Number, the Customer's access to all the functionalities of the Credit Card, CitiPhone and Citibank Online may be automatically suspended by Citibank and the Credit Card might not be issued. If the Mobile Phone Number is changed, the Customer shall immediately report this to Citibank via branch, Citibank Online or CitiPhone in the form as approved by Citibank.

15.4. The Customer shall, on a daily basis, sign on to Citibank Online to check the status of the Account, including the Outstanding Balance (or the "Positive Balance"), the available limit, Account activity, blocked, frozen transaction amounts, and shall immediately notify Citibank of any errors, discrepancies, or questions concerning the information contained in Citibank Online.

15.5. Citibank may, in its discretion, use the Mobile Phone Number to provide additional security, which includes more secure use of the Credit Card, CitiPhone and Citibank Online. The Customer shall comply with all security procedures of Citibank.

15.6. If there is no Customer-initiated activity in the Account for 180 days, the Customer's access to all the functionalities of the Credit Card, CitiPhone and Citibank Online may be automatically suspended by Citibank.

15.7. For the safe use of electronic means of payment (hereinafter includes the Credit Card, Citibank Online and CitiPhone), the Customer shall comply with the recommendations set out below. The Customer is aware that his/her non-compliance with the recommendations will make the use of the electronic means of payment (including the Credit Card, Citibank Online and CitiPhone) unsafe. If the Customer fails to comply with the recommendations, he/she shall be solely responsible for the consequences of the failure to do so, and agrees that Citibank shall not be held responsible for the same. The Customer is aware that if he/she is unable to comply with all the safety and security recommendations set out below, he/she should conduct his/her banking business via Citibank branches.

15.7.1. If the Customer receives an SMS message, he/she needs to make sure that the message originates from Citibank or its authorized representative.

If the message:
– Originates other than from Citibank or its authorized representative; or
– Requires the Customer to provide his/her personal information, including the mother's maiden name or security word, PIN, TPIN, phone number, bank card details, user ID, password, etc.; or
– Contains a personal information entry form; or
– Informs the Customer of an unexpected credit to his/her account; or
– Requests the Customer to sign on to Citibank Online using the provided link; or
– Originates other than from Citibank's official phone number provided on its official website, the Customer should not act in accordance with the message and should immediately report this to Citibank via CitiPhone.

If the Customer receives an alert of unauthorized access to Citibank Online, he/she should immediately report this to Citibank via CitiPhone.

15.7.2. If the Customer receives an e-mail message, he/she needs to make sure that the message originates from Citibank or its authorized representative.

If the message:
– Originates other than from Citibank or its authorized representative; or
– Requests an urgent response by the Customer; or
– Requires the Customer to provide, update or confirm his/her personal information, including the mother's maiden name or security word, PIN, TPIN, phone number, bank card details, user ID, password, etc.; or
– Contains a personal information entry form; or
– Informs the Customer of an unexpected credit to his/her account; or
– Requests the Customer to sign on to Citibank Online using the provided link; or
– Originates other than from Citibank's official e-mail address provided on its official website; or
– Requests the Customer to go to a website using the provided link; or
– Contains mistyped words or manifest spelling errors, the Customer should not act in accordance with the message and should immediately report this to Citibank via CitiPhone.

If the Customer receives an alert of unauthorized access to Citibank Online, he/she should immediately report this to Citibank via CitiPhone.

15.7.3. If the Customer receives a phone call, he/she needs to make sure that the call originates from Citibank or its authorized representative.

If the call:
– Requests the Customer to provide his/her mother's maiden name or security word, except where such call originates from Citibank's phone number given on its official website for the purpose of activating the Credit Card that has been received but not yet activated by the Customer; or
– Requests the Customer to provide his/her PIN, TPIN, user ID or password, the Customer should not disclose his/her personal information and should immediately report such or any other suspicious call to Citibank via CitiPhone.

The Customer should only contact Citibank at the numbers given on its official website.

15.7.4. When using Citibank Online, the Customer needs to make sure that he/she has accessed the genuine website of Citibank and that the computer or other device that provides Internet access is free from viruses, malware and spyware, and that there is no unauthorized access to the computer from the Internet or a local area network.

It is not allowed to sign on to and use Citibank Online if:
– The website is not the genuine official website of Citibank; or
– The Customer has not personally entered Citibank's website address in the browser address bar, or the Customer has not obtained the website address directly from Citibank's official phone number or e-mail address; or
– The computer or other device that provides Internet access is not free from viruses, malware or spyware; or
– There is unauthorized access to the computer from the Internet or a local area network; or
– Citibank's website does not operate in the protected mode or the padlock icon is not displayed on the webpage; or
– TPIN is requested.

A password for Citibank Online should be secure, impossible to determine or guess, consist of letters and numbers, contain upper- and lowercase letters, and be a minimum of six characters. It is not permitted to write down or otherwise disclose the password. The Customer should change his/her password regularly, at least every 60 days, and never use the same password twice. It is not permitted to sign on to and
use Citibank Online from a public computer or from any place with public Internet access and in the presence of third parties. When signing on to Citibank Online, the Customer shall lock the last transaction date and time, and in the event of unauthorized access report this to Citibank via CitiPhone. The Customer shall sign off in the prescribed manner. It is not permitted to close the browser without signing off. If the Customer did not sign on to Citibank Online but received a sign-on alert, he/she should immediately report this to Citibank via CitiPhone. If the password has been compromised, the Customer should immediately contact Citibank via CitPhone.

Citibank may collect any data in respect of the computer used to sign on to Citibank Online. If requested by Citibank, the Customer will install a software agent on the computer used to sign on to Citibank Online and/or authorize the use of any computer used to sign on to Citibank Online via CitiPhone or as otherwise required.

15.7. Upon receipt of the Credit Card, the Customer should immediately sign the card on the reverse. The Customer shall keep at all times keep the Credit Card in a safe place where it is inaccessible to, and prevent its unauthorized use by, third parties. The Credit Card should only be used for its intended purpose. The Customer shall prevent the use of slips and other documents showing the number of his/her Credit Card and/or Citibank account, by third parties.

The Customer is requested to use his/her Credit Card at Citibank ATMs. Where a non-Citibank ATM is used, it is not permitted to use such ATM outside of a Citibank branch for the safe use of such Credit Card. It is not permitted to use the same Credit Card to access the ATM area and to operate the ATM. Before using the ATM, the Customer should make sure that the ATM is located in a safe place and does not have any unusual or non-standard devices on the keypad, card entry slot and regions above the display and keyboard area. It is not permitted to use the ATM if it is located in an unsafe place or has any unusual or non-standard devices on the keypad, card entry slot or regions above the display and keyboard area. The Customer shall not use the ATM if there are third parties in immediate proximity thereto. The Customer should enter PIN quickly, use more than one finger, and cover the keypad with his/her other hand.

When using the Credit Card online, the Customer should make sure that he/she is visiting a safe website and that the computer or other device that provides Internet access is free from viruses, mal- and spyware, and that there is no unauthorized access to the computer from the Internet or a local area network. It is not allowed to use the Credit Card online if:

- The website is not safe; or
- The computer or other device that provides Internet access is not free from viruses, mal- or spyware; or
- There is unauthorized access to the computer from the Internet or a local area network; or
- The website does not operate in the protected mode or the padlock icon is not displayed on the webpage; or
- PIN is requested.

The Customer’s PIN and TPIN should be secure, impossible to determine or guess. It is not permitted to write down or otherwise disclose PIN or TPIN. The Customer should change his/her PIN and TPIN regularly, at least every 60 days, and not use the same PIN or TPIN over and over again.

It is not permitted to use the Credit Card online if the Internet is accessed from a public computer or from any place with public Internet access and in the presence of third parties. If there are signs of unauthorized use of the Credit Card or its details, the Customer should immediately report this to Citibank via CitiPhone. The Customer should sign off in the prescribed manner. It is not permitted to close the browser without signing off. If the Customer did not make any credit card transaction but received a transaction alert, he/she should immediately report this to Citibank via CitiPhone. If PIN or TPIN has or may have become known to a third party or if the Credit Card has been retained by the ATM, the Customer should immediately report this to Citibank via CitiPhone.

15.8. If the Customer did not make a particular account transaction but receives an alert, or otherwise becomes aware, of such unauthorized/unconsented transaction, he/she shall immediately report this to Citibank via CitiPhone. If the electronic means of payment is lost and/or used without the Customer’s consent, the Customer shall deliver written notice thereof to Citibank on the form provided for the purpose immediately upon discovery of the same but no later than the day following the day of Citibank’s unauthorized transaction alert. Together with said notice, the Customer shall provide Citibank with a copy of his/her police report concerning the unauthorized/unconsented transaction, accompanied by any documents or records received by such law enforcement authority.

In the absence of a copy of such stamped report, the Customer’s notice shall not be considered by Citibank. However, in exceptional cases, when Citibank recognizes the reason for failure to meet the above deadline as valid due to the Customer’s personal circumstances, the Customer’s notice may be considered by Citibank, but in any event such notice shall be delivered to Citibank within fourteen (14) days of Citibank’s unauthorized transaction alert.

15.9. The Customer shall be solely responsible for compliance with all the requirements concerning the use of the electronic means of payment (including the Credit Card, Citibank Online and CitiPhone) referred to above in this Section. If the Customer fails to comply with the said requirements and such failure to comply results in an unauthorized charge to the Customer’s account, the Customer may not make any claims against Citibank in connection therewith, including the Customer’s rights toData Processing Errors). The Customer shall not preclude the Customer from reporting such unauthorized transaction to law enforcement authorities.

15.10. The Tariffs may set forth a daily limit for ATM cash withdrawals. Citibank shall not accept the Customer’s claims in relation to any transactions totaling in excess of the daily ATM withdrawal limit. The Customer shall report any and all unauthorized transactions charged to his/her Citibank accounts to law enforcement authorities. Any consideration of the Customer’s unauthorized transaction claim by Citibank shall not preclude the Customer from reporting such unauthorized transaction to law enforcement authorities.

15.11. Where the Credit Card is used to pay for goods or services, the identification and authentication of the Customer will be the responsibility of the Credit Card-accepting merchant. Citibank shall not be held responsible for any violation of the bank card holder identification and authentication requirements, and the Customer may not make any claims against Citibank in connection therewith.

16. Settlement of Disputes

16.1. Notwithstanding the provisions of paragraph 6.1, Citibank will strive to ensure that all transactions are carried out in compliance with the Agreement, disputes and differences may arise for various reasons (e.g. communication of inaccurate or incomplete information by the Customer, data processing errors) and the parties undertake to settle such disputes and differences through amicable negotiation.

16.2. In the event the Customer discovers any disputable situation associated with the Account, the Customer shall immediately notify Citibank thereof through a CitiPhone operator. If a disputable situation cannot be resolved by a CitiPhone operator, the CitiPhone operator may request the Customer to submit a written statement of such disputable situation to a Citibank branch. Citibank undertakes to promptly present such written statement for consideration by a dedicated Citibank officer. The Customer may contact Citibank to obtain information regarding the current status of his/her written statement through a CitiPhone representative at any time.

16.3. Citibank will use its best endeavors to settle the existing disputable situation and will inform the Customer in writing of the results of its investigation within ninety (90) days of receipt of the Customer’s written statement. Citibank may ask to meet the Customer in person in order to settle the disputable situation. Citibank may involve a special expert with relevant knowledge and expertise (whether or not employed by Citibank) in order to settle the disputable situation.

16.4. If a disputable situation is not settled by the parties within ninety (90) days of its discovery, the parties will refer the matter to court as described below.

17. Term and Termination

17.1. The Agreement is made for a period of one (1) year and will be automatically renewed for another year thereafter, unless Citibank gives the Customer a prior written notice of termination.

17.2. The Customer may at any time terminate the Agreement by giving written notice to Citibank and instructing Citibank to transfer the positive balance in the Account to an account at Citibank or another bank or financial institution.

17.3. The Agreement will terminate in the event Citibank cancels the credit limit or the available limit established for the Customer. In this case, Citibank will give the Customer a written notice of credit or available limit cancellation, and the Agreement will terminate on the date specified by Citibank in such notice.

17.4. In the event the Agreement is terminated for whatever reason:

(a) the Account will be closed;
(b) the Credit Card issued to the Customer (and any supplementary Credit Cards) will be blocked and revoked;
(c) any EPP Transaction will become a Non-EPP Transaction and the Outstanding Balance under such transaction will immediately become due and payable by the Customer; and
(d) the whole Outstanding Balance will immediately become due and payable by the Customer.

17.5. Citibank will return to the Customer any positive balance held in the Account (less the amount of any debt owed by the Customer to Citibank at that time) by transferring such funds to an account at Citibank or another bank or financial institution in accordance with the Customer’s instruction. If Citibank has not received from the Customer such instruction by the time of the Account closure, Citibank may return the funds, if any, to the Customer by means of:

(a) transfer to a Citibank account (if any) or to a branch of Sberbank of Russia (or its successor) for holding as demand deposit in the Customer’s name; or
(b) wire or postal transfer in the Customer’s name to the mailing address indicated by the Customer.

18. Miscellaneous

18.1. Citibank will not be responsible for any non-performance or improper performance of its obligations under the Agreement, if it is unable to perform such obligations or encounters difficulties in their performance or timely performance due to the occurrence of force majeure events, including but not limited to the promulgation or a change in the interpretation or application of any laws, regulations, decisions, etc. by governmental or municipal authorities of the Russian Federation or other countries, the Central Bank of the Russian Federation or other central or regional authorities (including changes in and/or interpretations of currency convertibility or transferrability), which would make the performance of obligations by Citibank hereunder illegal or unlawful, as well as sabotage, fire, flood, explosion, natural calamity, civil commotion, strike or industrial action of any kind, riot, insurrection, war or act of government, or any other events beyond the reasonable control of Citibank (the “Force Majeure Events”). Unless the parties otherwise agree in writing, upon the occurrence of Force Majeure Events Citibank may suspend the performance of its obligations under the Agreement affected by the Force Majeure Events until such Force Majeure Events cease to exist.

18.2. The Customer may not assign, transfer or otherwise dispose of, or attempt to assign, transfer or otherwise dispose of, any of its rights or obligations under the Agreement without Citibank’s prior written consent.

18.3. The Customer may not make any claims against Citibank in connection therewith, including the Customer’s rights toData Processing Errors). The Customer shall not preclude the Customer from reporting such unauthorized transaction to law enforcement authorities.

18.4. Where necessary, Citibank may involve a special expert with relevant knowledge and expertise (whether or not employed by Citibank) in order to settle the disputable situation. Citibank may ask to meet the Customer in person in order to settle the disputable situation. Citibank may involve a special expert with relevant knowledge and expertise (whether or not employed by Citibank) in order to settle the disputable situation. Citibank may involve a special expert with relevant knowledge and expertise (whether or not employed by Citibank) in order to settle the disputable situation. Citibank may involve a special expert with relevant knowledge and expertise (whether or not employed by Citibank) in order to settle the disputable situation. Citibank may involve a special expert with relevant knowledge and expertise (whether or not employed by Citibank) in order to settle the disputable situation. Citibank may involve a special expert with relevant knowledge and expertise (whether or not employed by Citibank) in order to settle the disputable situation.
Privacy for Consumers at ZAO Citibank

Our goal is to maintain your trust and confidence when handling personal information about you.

You have choices:

As a ZAO Citibank customer, you have the opportunity to make choices about how personal information about you may be shared. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your Financial needs and objectives.

Security of personal information:

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

Mark Lue
President ZAO Citibank

If you have any questions or comments concerning Privacy for Consumers at ZAO Citibank, including if you want to remove your names from marketing lists, please call our 24-Hour CitPhone Banking on +7 (495) 775 75 75 in Moscow or +7 (812) 336 75 75 (St. Petersburg), or +7 (800) 700 38 38 elsewhere in Russia.

Explanatory Notice to a Person Insured under Citi Insurance of a Credit Cardholder

You will be deemed to be an Insured Person under City Insurance of a Credit Cardholder (the “Insurance Program”) if you have consented to become an Insured Person under the insurance program for ZAO Citibank credit cardholders under the Life Insurance Contract (the “Insurance Contract”) between ZAO Citibank as the Insurer (“Citibank”) and ООО “Strakhovaya Kompaniya “CIV Life” (the “Insurer”).

Your participation in the Insurance Program is voluntary and will have no effect on the bank’s decision to issue a credit card or on the terms of lending. The Insured Persons are those Citibank primary credit card holders aged from 21 to 60, who, at the date of consenting to become the Insured Person, were not qualified as disabled under Disability Group 1 or 2, did not have AIDS or HIV infection, did not suffer from chronic diseases, and worked under a permanent employment contract and had not been given notice of dismissal by the employer. Chronic diseases are understood to include stroke, myocardial infarction, third-degree heart failure, liver cirrhosis, terminal renal failure, hepatitis C, malignant blood diseases, oncological diseases. Persons with chronic conditions also include those suffering from mental health problems and the legally disabled.

Persons that are not citizens of the Russian Federation, are not deemed to be the Insured Persons with respect to the risk “Involuntary loss of employment by the Insured Person”.

If a person other than that who meets the above criteria is stated as the Insured Person, the events that happen to such person will not be deemed the insured events. Such person will discontinue to be the Insured Person as from the date of joining the Insurance Program and the insurance premium (insurance program participation fee) will not be refunded.

If you have not applied for inclusion on the Insured Persons List in your Credit Card Application, you can learn how to become the Insured Person and get any additional information by calling 24-hour CitPhone Banking on +7 (495) 775 75 75 in Moscow or +7 (812) 336 75 75 in St. Petersburg, or +7 (800) 700 38 38 elsewhere in Russia, or the Insurer’s hotline on +7 (495) 967 9 267 in Moscow, or by visiting www.citibank.ru or any Citibank branch.

Insurance indemnity

The Insurance Program provides coverage against the following insured events:

1. “Temporary disability of the Insured Person due to any cause”

2. “Qualification of the Insured Person as disabled under Disability Group 1 or 2 due to any cause”

3. “Death of the Insured Person due to any cause”

4. “Involuntary loss of employment by the Insured Person” – occurrence of the loss of permanent employment due to termination of the permanent employment contract with the Insured Person:

   – on the employer’s initiative due to liquidation of the company (paragraph 4 Article 77, paragraph 1 Part 1 Article 81 of the Labor Code of the Russian Federation) or due to liquidation of a branch, representative office or other separate business unit of the company elsewhere with respect to the employee of this unit (paragraph 4 Article 77, part 4 Article 81 of the Labor Code of the Russian Federation);

   – on the employer’s initiative due to downsizing or headcount reduction in the company (paragraph 4 Article 77, paragraph 2 Part 1 Article 81 of the Labor Code of the Russian Federation).

Amount of insurance coverage

The amount of insurance coverage with respect to the risks “Death of the Insured Person due to any cause”, “Qualification of the Insured Person as disabled under Disability Group 1 or 2 due to any cause” and “Temporary disability of the Insured Person due to any cause” will be double the amount of the Insured Person’s credit card principal up to RUB 1,200,000.

The amount of insurance coverage with respect to the risk “Involuntary loss of employment by the Insured Person” will be double the amount of the Insured Person’s credit card principal up to RUB 720,000.

Insurance money will be paid as follows:

• On occurrence of the insured event with respect to the risks “Death of the Insured Person due to any cause” or “Qualification of the Insured Person as disabled under Disability Group 1 or 2 due to any cause” – double the amount of the Insured Person’s credit card principal;

• On occurrence of the insured event with respect to the risk “Temporary disability of the Insured Person due to any cause” – 0.67% of the Insured Person’s credit card principal for each day of temporary disability starting from the twenty-second (22nd) day of disability which has lasted continuously since the 1st day of temporary disability;

• On occurrence of the insured event with respect to the risk “Involuntary loss of employment by the Insured Person” – 0.67% of the Insured Person’s credit card principal for each day of unemployment. Payment will be made on a monthly basis. The total number of monthly insurance payouts with respect to this risk may not exceed six (6) monthly payouts. The amount of monthly insurance payout with respect to each event deemed to be the insured...
event under the risk “Involuntary loss of employment by the Insured Person” may not exceed 80% of the Insured Person’s average monthly income calculated for the three calendar months preceding the month in which the employment contract is terminated.

If an insured event occurs before the payment of the next premium due from the Insured Person, the Insurer may, when determining the amount of the insurance payout, deduct the outstanding premium from such amount.

Insurance payouts in relation to all insured events that have occurred will be made within the established insurance coverage only after all the necessary documents relevant to the insured event have been provided and a favorable decision has been made by the Insurer. Insurance payouts will be made regardless of any other insurance programs and benefits.

**ONCE AN INSURED EVENT HAS OCCURRED, YOU OR YOUR RELATIVES MUST DO THE FOLLOWING:**

1. Inform Citibank or CiV Life of the occurrence of the insured event:
   - With respect to the risk “Temporary disability of the Insured Person due to any cause” – upon expiry of twenty-one (21) days after becoming aware thereof but no later than sixty (60) days after that date;
   - With respect to the risks “Death of the Insured Person due to any cause” or “Qualification of the Insured Person as disabled under Disability Group 1 or 2 due to any cause” – within thirty (30) days after becoming aware thereof;
   - With respect to the risk “Involuntary loss of employment by the Insured Person” – within thirty (30) days after becoming aware thereof, by calling 24-hour CitiPhone Banking on +7 (495) 775 75 75 in Moscow or +7 (812) 336 75 75 in St. Petersburg, or +7 (800) 200 38 38 elsewhere in Russia, or the Insurer’s hotline on +7 (495) 967 9267 in Moscow.

2. Provide CiV Life or any Citibank branch with documents as required for the payment of insurance money.

Insurance payout will be made within ten (10) business days of issue of the insurance act by the Insurer by transferring funds to the account indicated by the Beneficiary. Insurance payout may, however, be postponed under applicable law if any additional check is called for or a criminal action or judicial proceedings have commenced, until such time as such check, criminal investigation or judicial proceedings are completed, or until the removal of other obstacles that prevent the payout from being made.

**COST OF INSURANCE**

If you are insured under the Insurance Program, your credit card account will be debited on a monthly basis for the insurance program participation fee in the amount of 0.79% (including VAT) of the credit card principal as at the statement date.

**OPERATION OF THE INSURANCE PROGRAM**

The Insurance Program will become operational on the first day of the calendar month following the first insurance charge. The program will continue in relation to the Insured Person throughout the validity period of his/her Citibank credit card, provided that payments for participation in the program are made within the time as specified by Citibank.

The Insurance Program may be prematurely terminated in relation to the Insured Person for the following reasons:

- On occurrence of the first insured event with respect to the risks “Qualification of the Insured Person as disabled under Disability Group 1 or 2 due to any cause” or “Death of the Insured Person due to any cause” and discharge of insurance payout obligations, or refusal to make insurance payout, by the Insurer;
- The Insured Person has reached 60 years of age;
- Refusal to be the Insured Person under the insurance program. You may refuse to be the Insured Person due to any cause;
- The Insured Person has reached 60 years of age;
- the Insured Person is given notice of termination by the employer as at the date of joining the Insurance Program;
- the Insured Person is not registered with the State Employment Service (SES) within ten (10) calendar days; and
- the Insured Person is not registered with the State Employment Service (SES) within ten (10) calendar days.

If you are insured under the Insurance Program, your credit card account will be debited on a monthly basis for the insurance program participation fee in the amount of 0.79% (including VAT) of the credit card principal as at the statement date.

**COST OF INSURANCE**

If you are insured under the Insurance Program, your credit card account will be debited on a monthly basis for the insurance program participation fee in the amount of 0.79% (including VAT) of the credit card principal as at the statement date.

**OPERATION OF THE INSURANCE PROGRAM**

The Insurance Program will become operational on the first day of the calendar month following the first insurance charge. The program will continue in relation to the Insured Person throughout the validity period of his/her Citibank credit card, provided that payments for participation in the program are made within the time as specified by Citibank.

The Insurance Program may be prematurely terminated in relation to the Insured Person for the following reasons:

- On occurrence of the first insured event with respect to the risks “Qualification of the Insured Person as disabled under Disability Group 1 or 2 due to any cause” or “Death of the Insured Person due to any cause” and discharge of insurance payout obligations, or refusal to make insurance payout, by the Insurer;
- The Insured Person has reached 60 years of age;
- Refusal to be the Insured Person under the insurance program. You may refuse to be the Insured Person by completing a form at any Citibank branch or by calling 24-hour CitiPhone Banking on +7 (495) 775 75 75 in Moscow or +7 (812) 336 75 75 in St. Petersburg, or +7 (800) 200 38 38 elsewhere in Russia. If you cancel your insurance within the first thirty (30) days of the commencement of the Insurance Program, the insurance program participation fee will not be charged, or, if it has been paid, will be refunded, unless an insured event has occurred.

**KEY DEFINITIONS AND EXCLUSIONS**

**Accident** means a sudden external event of a short duration that is not caused by illness or medical manipulations, resulting in bodily harm or other impairments of the body’s internal and external functions or death, if such event occurred during the validity of the Insurance Contract and was beyond the control of the Insured Person and/or the Beneficiary.

**Illness** or disease means any impairment of health other than due to an accident, which was first diagnosed based on objective symptoms after the Insurance Contract has come into effect in relation to the Insured Person.

**Disability** means social insufficiency resulting from a health impairment with persistent disorder of body functions leading to limited activity and a need for social care.

**Disability Group** is defined in accordance with the requirements and based on the conclusion of the Medico-Social Examination board (hereinafter the ‘MSE’) in accordance with the applicable laws of the Russian Federation and determines the extent of disorder of body functions and activity limitations, as well as the need for care, medical indications and contraindications. The Insurer will make insurance payout if the disability is classified as Group 1 or 2 based on MSE standards in accordance with Order No. 103n of the Ministry of Healthcare and Social Development of the Russian Federation dated December 23, 2009.

**Temporary disability** due to any cause will be deemed an insured event if the temporary disability occurs on or after the date of insurance commencement with respect to the Insured Person due to an accident or illness and continues for more than twenty-one (21) consecutive days after its occurrence and by the end of such period there are sufficient grounds to believe that the Insured Person is unable to perform his/her duties.

The Insured Person has a permanent job if he/she is in the employ of an employer that is not a natural person or individual entrepreneur, working under a permanent employment contract providing for full-time job and remuneration of the Insured Person in the form of monthly salary, and is not on pregnancy disability leave or maternity leave.

**Time deductible** means an unemployment period of the Insured Person set by the Insurance Contract in days for which no insurance payout is made. The time deductible period will count as from the date when the employment contract is terminated.

**Holding period** means a period set by the Insurance Contract in days and counted from the date when the Insured Person joins the Insurance Program (insurance commencement date with respect to the Insured Person). An event occurring during this period will not be the insured event.

**Credit card principal** means the Insured Person’s debt under the credit card agreement, including any accrued interest, fees and fines:

- as at the date of the Insurant’s monthly credit card statement for the month preceding the insurance month for the purpose of determining the insured amount;
- as at the date of the insured event for the purpose of determining the amount of insurance payout.

The date of insured event with respect to the risk “Death of the Insured Person due to any cause” will be the date of the Insured Person’s death.

The date of insured event with respect to the risk “Qualification of the Insured Person as disabled under Disability Group 1 or 2 due to any cause” will be the date when Disability Group 1 or 2 is assigned to the Insured Person for the first time.

The date of insured event with respect to the risk “Temporary disability of the Insured Person due to any cause” will be the date of the Insured Person’s accident or the first day of the Insured Person’s disease.

The date of insured event with respect to the risk “Involuntary loss of employment by the Insured Person” will be the date when the employment contract of the Insured Person is terminated.

No events will be deemed the insured events if they occur as a result of the following:

- willful acts (omissions) of the Insurant, the Insured Person or the Beneficiary;
- suicide or attempted suicide of the Insured Person;
- diseases of which the Insured Person was aware or in respect of which the Insured Person received medical advice in the twelve (12) months immediately preceding the insurance commencement date.

The following events will not be deemed the insured events: “Death of the Insured Person due to any cause”, “Qualification of the Insured Person as disabled under Disability Group 1 or 2 due to any cause”, “Temporary disability of the Insured Person due to any cause”, if they occur with respect to the Insured Persons who, at the date of joining the Insurance Program, are under 21 years old or above 60 years old, are qualified as disabled under Disability Group 1 or 2, or have AIDS, HIV infection or chronic diseases.

Temporary disability of the Insured Person due to pregnancy and childbirth, follow-up treatment in a rehabilitation center, or taking care of a sick family member, disabled or HIV-infected child, will not be deemed the insured event.

“Qualification of the Insured Person as disabled under Disability Group 1 or 2 due to any cause” will not be deemed the insured event if the disability group is assigned repeatedly during the insurance period for this Insured Person.

“Involuntary loss of employment by the Insured Person” will not be deemed the insured event if:

- the employment contract of the Insured Person is terminated during the holding period of sixty (60) calendar days;
- the Insured Person enters into a new employment contract during the time deductible period of thirty (30) calendar days;
- unemployment of the Insured Person falls within the time deductible period of thirty (30) calendar days;
- the Insured Person is not registered with the State Employment Service (SES) within ten (10) days (excluding weekends and official holidays) as unemployed or job-seeker and is not registered with SES during the entire unemployment period;
- the Insured Person is given notice of termination by the employer as at the date of joining the Insurance Program;
- the insured event is caused by:
The following documents are required to be provided in the event of the Insured Person’s death:

- A payment request from the legitimate heir;
- A properly certified copy of the legitimate heir’s passport;
- An original certificate of inheritance or a notarized copy thereof;
- A notarized copy of the death certificate of the Insured Person;
- The Insured Person’s credit card statement detailing the Insured Person’s credit card principal on the date of occurrence of the insured event (to be provided by Citibank upon the request of the Insurer);
- A copy of application for inclusion on the insured persons list certified by the Insurant (to be provided by Citibank upon the request of the Insurer).

The following documents are required to be provided in the event the Insured Person is qualified as disabled under Disability Group 1 or 2:

- A payment request from the Insured Person;
- A properly certified copy of the Insured Person’s passport;
- A certificate of Disability Group 1 or 2 with respect to the Insured Person issued by the Medico-Social Examination Board (MSE) (original or a notarized copy);
- The Insured Person’s credit card statement detailing the Insured Person’s credit card principal on the date of occurrence of the insured event (to be provided by Citibank upon the request of the Insurer);
- A copy of application for inclusion on the insured persons list certified by the Insurant if such application was submitted by the Insured Person in writing (to be provided by Citibank upon the request of the Insurer).

The following documents are required to be provided in the event the Insured Person is employed:

- A payment request from the Insured Person on one-off basis;
- A properly certified copy of the Insured Person’s passport;
- A certificate issued by the State Employment Service (SES) to confirm registration of the Insured Person as unemployed or job-seeker (on a monthly basis until such time as the final insurance payout is received);
- Copies of all completed pages of the Insured Person’s employment records certified by the employer or notarized (each copy must state “This is a true copy of the original document” and include date of certification, title, signature and name of the authorized person, and seal of the employer);
- A 2-NDFL statement of income for the three calendar months preceding the month in which the employment contract is terminated issued by the employer;
- The Insured Person’s credit card statement detailing the Insured Person’s credit card principal on the date of occurrence of the insured event (to be provided by Citibank upon the request of the Insurer);
- A copy of application for inclusion on the insured persons list certified by the Insurant (to be provided by Citibank upon the request of the Insurer).

The Insurer may reasonable request from the Insurant and/or Insured Person (Beneficiary) the following documents required to ascertain the fact, causes and/or circumstances of the insured event:

- A document stating the cause of the Insured Person’s death (a copy certified by the issuing authority or notarized);
- An excerpt from medical records of the Insured Person at the residence address or surveillance address (original or a copy certified by the issuing medical institution);
- Resolution to initiate or dismiss a criminal case describing circumstances of the accident (original or a copy certified by the issuing authority);
- A forensic examination certificate (original or a copy certified by the issuing authority);
- An examination certificate with respect to a person deemed to be disabled (a copy certified by the issuing authority);
- A medical document confirming the fact of the accident or illness (a copy certified by the issuing authority);
- A copy of the employment contract together with addenda thereto (if any).

For the purpose of insurance settlement, the Insurer may also request documents from medical or other institutions on its own.

To learn more about the Insurance Program or to provide your comments, please call 24-hour CitiPhone Banking on +7 (495) 775 75 75 in Moscow or +7 (812) 336 75 75 in St. Petersburg, or +7 (800) 700 38 38 elsewhere in Russia, or the Insurer’s hotline on +7 (495) 967 9 267 in Moscow, or visit any Citibank branch.

OOO “Strakhovaya Kompaniya “CiV Life” offers life, accident and illness insurance. CiV Life’s major founder is Talanx AG that heads Germany’s third-biggest insurance group, Talanx Group, representing a holding company consisting of insurance, reinsurance and financial services companies. Being one of the most dynamic insurance groups, Talanx Group is among Europe’s 20 largest insurers. It operates in 150 countries of the world.

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